

Base Contract
No. 5100

EASEMENT

Easement Deed
No. 26999-H

THIS EASEMENT, dated this 19th day of April, 1971, from Burlington Northern Inc., a Delaware corporation, and International Paper Company, a corporation of the State of New York hereinafter called "Grantor," to the United States of America, hereinafter called "Grantee,"

WITNESSETH:

Grantor, for and in consideration of the great of reciprocal easements received by Grantor, does hereby grant to Grantee and its assigns, subject to existing easements and valid rights, a perpetual easement for a road along and across a strip of land, hereinafter defined as the "premises," and across the following described lands in the County of Skamania, State of Washington:

W $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 35, Township 8 North, Range 6 East, W.M.

The word "premises" when used herein means said strip of land whether or not there is an existing road located thereon. Except where it is defined more specifically, the word "road" shall mean roads now existing or hereafter constructed on the premises or any segment of such roads.

The location of said premises is shown on Exhibit A attached hereto.

Said "premises" shall be variable feet on each side of the centerline with such additional width as required for accommodation and protection of cuts and fills. If the road is located substantially as described herein, the centerline of said road as constructed is hereby deemed accepted by Grantor and Grantee as the true centerline of the premises granted. If any subsequent survey of the road shows that any portion of the road, although located substantially as described, crosses lands of the Grantor not described herein, the easement shall be amended to include the additional lands traversed; if any land described herein is not traversed by the road as constructed, the easement traversing the same shall be terminated in the manner hereinafter provided.

The acquiring agency is the Forest Service, Department of Agriculture.

This grant is made subject to the following terms, provisions, and conditions:

- A. Grantee, its permittees, contractors, and assigns shall have the right to cut timber upon the premises to the extent necessary for constructing, reconstructing, and maintaining the road. Timber so cut shall, unless otherwise agreed to, be cut into logs of lengths specified by the timber owner and decked along the road for disposal by the owner of such timber.

Certified correct as to contents
 by Clerk of Court
 4/20/71

- B. Grantor shall have the right to use for all useful purposes the road(s) to be constructed, subject to traffic control regulations as provided in 36 C.F.R. 212.7(a) (1) and (2), the bearing of road maintenance costs proportionate to use as provided in 36 C.F.R. 212.7(d), and the bearing of the cost of construction proportionate to use as provided in 36 C.F.R. 212.11.

The foregoing notwithstanding, this easement is granted subject to the following reservations by Grantor, for itself, its permittees, contractors, assigns, and successors in interest:

1. The right to use the road without costs for all purposes deemed necessary or desirable by Grantor in connection with the protection and administration of Grantor's lands or resources, now or hereafter owned or controlled, and for removal of timber cut on the premises in construction of the road, subject to the limitations herein contained.
2. The right to cross and recross the premises and road at any place by any reasonable means and for any purpose in such manner as will not unreasonably interfere with use of the road.
3. The right to all timber now or hereafter growing on the premises, subject to Grantee's right to cut such timber as hereinbefore provided.

If for a period of five (5) years the Grantee shall cease to use, or preserve for prospective future use, the road, or any segment thereof, for the purposes granted, or if at any time the Regional Forester determines that the road, or any segment thereof, is no longer needed for the purposes granted, the easement traversed thereby shall terminate. In the event of such nonuse or of such determination by the Regional Forester, the Regional Forester shall furnish to the Grantor, its successors, or assigns a statement in recordable form evidencing termination.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its duly authorized officers and its corporate seal to be hereunto affixed on the day and year first above-written.

BURLINGTON NORTHERN INC.

 By *[Signature]*
Title SECRETARY

By *C. L. Briggs*
Title VICE PRESIDENT

Attest:

INTERNATIONAL PAPER COMPANY

 By *F. L. Patrick*
Title Assistant Secretary

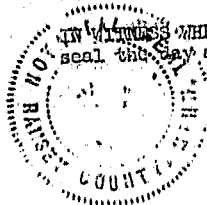
By *A. J. Sanders*
Title Manager of Woodlands

STATE OF MINNESOTA)

COUNTY OF RAMSEY) ss

On this 12th day of April, 1971, before me personally appeared C. R. Blazer, VICE PRESIDENT of Burlington Northern Inc., one of the corporations which executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this day and year last above written.



R. W. TRAVIS
Notary Public, Ramsey County, Minn.
My Commission Expires Nov. 17, 1971

STATE OF WASHINGTON)

COUNTY OF COWLITZ) ss

On this 27th day of April, A.D., 1971, before me personally appeared A. J. Sandoz, to me known to be the Manager of Woodlands of International Paper Company, one of the corporations that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this day and year first above written.



Thomas R. Whitney
Notary Public in and for the State
of Washington, residing in Longview.
My Commission Expires: 3-26-74

RIGHT OF WAY PLAT GIFFORD PINCHOT NATIONAL FOREST

SEC. 15, T. 8 N., R. 6 E., W.M.

SKAMANIA COUNTY

WASHINGTON

SCALE:



PROJECT NAME: H20 MOD
PROJECT NUMBER: N285
SURVEYED BY: MIKE CONNOLLY
DATE OF SURVEY: 11-70
METHOD OF SURVEY: COMPASS
R/W ACRES:



FOUND SEC. CORNER
CONCRETE POST WITH
RHASS CAP.

PROPERTY OF DURLINGTON HORTHERN

TIE TO SECT. CORNER
N58° 30' W 1286'
CALCULATED

EXISTING ROAD N22

END PROJECT
STA 234+82

R/W WIDTH	L.R.
STATION	
234+82	60.00
234+89	60.00
234+10	114.50
	60.00

AREA COVERED BY THIS
CONVEYANCE

TRAVERSE TABLE		
STATION	BEARING	
PT 234+82	N20°28'W	
PT 234+89	N32°04'W	
PT 234+10	N50°03'W	
PT 234+11	N23°00'E	

APPROVED *[Signature]* DATE 10/11/11
FOR FOREST ENGINEER

EXHIBIT A

NO.	Δ	RADIUS	TANGENT LENGTH
1	360°00'	250.00	85.4
2	370°00'	250.00	75.0
3	360°00'	100.00	32.0
4	360°00'	100.00	118.0