

File No. 905-11-02.210

Cost Share Easement

EASEMENT

THIS EASEMENT, dated this 13<sup>th</sup> day of January, 1982, from the UNITED STATES OF AMERICA, acting by and through the Forest Service, Department of Agriculture, hereinafter called "Grantor," to BURLINGTON NORTHERN RAILROAD COMPANY, a corporation of the State of Delaware, hereinafter called "Grantee", whose address is 176 East Fifth Street, St. Paul, MN 55101.

## WITNESSETH:

WHEREAS, Grantee has applied for a grant of an easement under the Act of October 13, 1964 (78 Stat. 1089, 16 USC 532-538), for a road over certain lands or assignable easements owned by the United States in the County of Skamania, State of Washington and administered by the Forest Service, Department of Agriculture.

NOW THEREFORE, Grantor, for and in consideration of the grant of reciprocal rights of way and the sum of one dollar (\$1.00) received by Grantor, does hereby grant to Grantee, its successors and assigns, and to successors in interest to any lands now owned or hereafter acquired by Grantee (hereinafter collectively referred to as "Grantee"), 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", over and across the following described lands in the County of Skamania, State of Washington:

1. Swift Creek-Muddy Road No. N83 beginning at its junction with Lewis River Road No. N90 in the NE $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 20, Township 7 North, Range 5 East, W.M., crossing lands of the Grantor as follows:

Township 7 North, Range 5 East, W.M.

Section 8 - E $\frac{1}{2}$ E $\frac{1}{2}$   
 Section 17 - SW $\frac{1}{4}$ NE $\frac{1}{4}$ , NW $\frac{1}{4}$ SE $\frac{1}{4}$   
 Section 20 - NW $\frac{1}{4}$ NE $\frac{1}{4}$

Township 8 North, Range 5 East, W.M.

Section 34 - SE $\frac{1}{4}$ NE $\frac{1}{4}$ , S $\frac{1}{2}$ SW $\frac{1}{4}$ , SE $\frac{1}{4}$   
 Section 36 - NE $\frac{1}{4}$ NE $\frac{1}{4}$ , S $\frac{1}{2}$ NE $\frac{1}{4}$ , S $\frac{1}{2}$ NW $\frac{1}{4}$

Township 8 North, Range 6 East, W.M.

Section 16 - W $\frac{1}{2}$ NW $\frac{1}{4}$   
 Section 20 - W $\frac{1}{2}$ NE $\frac{1}{4}$ , NE $\frac{1}{4}$ SW $\frac{1}{4}$ , S $\frac{1}{2}$ SW $\frac{1}{4}$ , NW $\frac{1}{4}$ SE $\frac{1}{4}$   
 Section 30 - NE $\frac{1}{4}$ NE $\frac{1}{4}$ , S $\frac{1}{2}$ NE $\frac{1}{4}$ , E $\frac{1}{2}$ SW $\frac{1}{4}$ , Govt. Lot 4, NW $\frac{1}{4}$ SE $\frac{1}{4}$

and terminating at its junction with the Muddy River Road No. N92 in the SE $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 9, Township 8 North, Range 6 East, W.M.

2. Cougar Creek Road No. N816 beginning at its junction with Swift Creek-Muddy Road No. N83 in the SE $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 8, Township 7 North, Range 5 East, W.M., crossing lands of the Grantor as follows:

Township 7 North, Range 5 East, W.M.

Section 6 - SW $\frac{1}{4}$ NE $\frac{1}{4}$ , Govt. Lots 3, 4 and 5, SE $\frac{1}{4}$ NW $\frac{1}{4}$ , NE $\frac{1}{4}$ SW $\frac{1}{4}$ , W $\frac{1}{2}$ SE $\frac{1}{4}$ , SE $\frac{1}{4}$ SE $\frac{1}{4}$

Section 8 - W $\frac{1}{2}$ NE $\frac{1}{4}$ , NW $\frac{1}{4}$ , E $\frac{1}{2}$ SW $\frac{1}{4}$ , W $\frac{1}{2}$ SE $\frac{1}{4}$ , SE $\frac{1}{4}$ SE $\frac{1}{4}$

and terminating on the West line of Govt. Lot 5, Section 6, Township 7 North, Range 5 East, W.M.

3. Merrill Lake Road No. N818, beginning at its junction with Swift Creek-Muddy Road No. N83 in the SW $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 4, Township 7 North, Range 5 East, W.M., crossing lands of the Grantor as follows:

Township 8 North, Range 5 East, W.M.

Section 30 - Govt. Lot 4, SE $\frac{1}{4}$ SW $\frac{1}{4}$ , S $\frac{1}{2}$ SE $\frac{1}{4}$   
 Section 32 - W $\frac{1}{2}$ NW $\frac{1}{4}$ , SE $\frac{1}{4}$ NW $\frac{1}{4}$ , NE $\frac{1}{4}$ SW $\frac{1}{4}$ , NW $\frac{1}{4}$ SE $\frac{1}{4}$



No. ....  
 TRANSACTION CHARGE ...

MAR 11 1982

Amount ...

Skamania County, Wash.  
 By: *[Signature]*



and terminating on the West line of Govt. Lot 4, Section 30, Township 8 North, Range 5 East, W.M.

4. West Fork Swift Creek Road No. N818A, beginning at its junction with Merrill Lake Road No. N818 in the SE $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 32, Township 8 North, Range 5 East, W.M., crossing lands of the Grantor as follows:

Township 8 North, Range 5 East, W.M.

Section 28 - S $\frac{1}{2}$ SW $\frac{1}{4}$ , W $\frac{1}{2}$ SE $\frac{1}{4}$ , SE $\frac{1}{4}$ SE $\frac{1}{4}$

Section 32 - NE $\frac{1}{4}$ NE $\frac{1}{4}$ , W $\frac{1}{2}$ NE $\frac{1}{4}$ , SE $\frac{1}{4}$ NW $\frac{1}{4}$

Section 34 - NW $\frac{1}{4}$ NW $\frac{1}{4}$

and terminating on the West line of the SW $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 27, Township 8 North, Range 5 East, W.M.

5. West Marble Road No. N809, beginning at its junction with Swift Creek-Muddy Road No. N83 in the SW $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 34, Township 8 North, Range 5 East, W.M., crossing lands of the Grantor as follows:

Township 8 North, Range 5 East, W.M.

Section 2 - Govt. Lot 3, SE $\frac{1}{4}$ NW $\frac{1}{4}$ , N $\frac{1}{2}$ SE $\frac{1}{4}$ , SE $\frac{1}{4}$ SE $\frac{1}{4}$

Section 12 - W $\frac{1}{2}$ NE $\frac{1}{4}$ , NW $\frac{1}{4}$ , N $\frac{1}{2}$ SW $\frac{1}{4}$

Township 8 North, Range 5 East, W.M.

Section 34 - S $\frac{1}{2}$ SE $\frac{1}{4}$

and terminating on the North line of the N $\frac{1}{2}$ NE $\frac{1}{4}$  of Section 12, Township 7 North, Range 5 East, W.M.

6. West Pine Road No. N71 beginning at its junction with the Lewis River Road No. N90 in the NW $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 26, Township 7 North, Range 5 East, W.M., crossing lands of the Grantor as follows:

Township 7 North, Range 6 East, W.M.

Section 6 - Govt. Lots 1, 2, 3 and 4, SE $\frac{1}{4}$ NE $\frac{1}{4}$ , NE $\frac{1}{4}$ SE $\frac{1}{4}$

Section 8 - W $\frac{1}{2}$ NE $\frac{1}{4}$ , E $\frac{1}{2}$ NW $\frac{1}{4}$ , NE $\frac{1}{4}$ SW $\frac{1}{4}$ , W $\frac{1}{2}$ SW $\frac{1}{4}$

Township 8 North, Range 5 East, W.M.

Section 36 - SE $\frac{1}{4}$ NW $\frac{1}{4}$ , NE $\frac{1}{4}$ SW $\frac{1}{4}$ , N $\frac{1}{2}$ SE $\frac{1}{4}$

and terminating at its junction with the Swift Creek-Muddy Road No. N83 in the SE $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 36, Township 8 North, Range 5 East, W.M.

7. Lewis River Road No. N90 from the Skamania County line in Govt. Lot 6 of Section 30, Township 7 North, Range 5 East, W.M., crossing lands of the Grantor in Govt. Lot 8, Section 30, Township 7 North, Range 5 East, W.M., and terminating on the East line of Govt. Lot 4 of Section 26, Township 7 North, Range 6 East, W.M.

8. Road 200 beginning at its junction with Swift Creek-Muddy Road No. N83 in the SE $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 35, Township 8 North, Range 5 East, W.M., crossing lands of the Grantor as follows:

Township 8 North, Range 5 East, W.M.

Section 36 - NW $\frac{1}{4}$ NW $\frac{1}{4}$

Township 8 North, Range 6 East, W.M.

Section 30 - Govt. Lot 4

and terminating at its junction with the Swift Creek-Muddy Road No. N83 in Govt. Lot 1 of Section 31, Township 8 North, Range 6 East, W.M.

9. Road 240 (June Lake Road No. N826) beginning at its junction with Road 200 in the SW $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 25, Township 8 North, Range 5 East, W.M., crossing lands of the Grantor in the SW $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 24, Township 8 North, Range 5 East, W.M., and



terminating on the West line of the SW $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 24, Township 8 North, Range 5 East, W.M.

10. Road 241 (Plains Road No. N825B) beginning at its junction with Road 200 in the SE $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 25, Township 8 North, Range 5 East, W.M., crossing lands of the Grantor in Govt. Lot 1 of Section 30, Township 8 North, Range 6 East, W.M., and terminating on the north line of Govt. Lot 1 of Section 30, Township 8 North, Range 6 East, W.M.

11. Road 300 beginning at its junction with West Pine Road No. N71 in the SE $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 8, Township 7 North, Range 6 East, W.M., crossing lands of the Grantor as follows:

Township 7 North, Range 6 East, W.M.

Section 8 - W $\frac{1}{2}$ NE $\frac{1}{4}$ , SE $\frac{1}{4}$ NW $\frac{1}{4}$

Township 8 North, Range 6 East, W.M.

Section 20 - SE $\frac{1}{4}$ SW $\frac{1}{4}$

Section 30 - SE $\frac{1}{4}$ NE $\frac{1}{4}$ , NE $\frac{1}{4}$ SE $\frac{1}{4}$

Section 32 - NW $\frac{1}{4}$ NW $\frac{1}{4}$ , SW $\frac{1}{4}$ SW $\frac{1}{4}$

and terminating at its junction with the Swift Creek-Muddy Road No. N83 in the SE $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 20, Township 8 North, Range 6 East, W.M.

12. Road 600 (Lower Pine Road No. N727) beginning at its junction with Road 300 in the SW $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 8, Township 7 North, Range 6 East, W.M., crossing lands of the Grantor as follows:

Township 7 North, Range 6 East, W.M.

Section 8 - S $\frac{1}{2}$ NE $\frac{1}{4}$

Section 14 - N $\frac{1}{2}$ SW $\frac{1}{4}$ , N $\frac{1}{2}$ SE $\frac{1}{4}$ , SE $\frac{1}{4}$ SE $\frac{1}{4}$

and terminating at its junction with the Randle-Lewis River Road No. 125 in the SE $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 14, Township 7 North, Range 6 East, W.M.

13. Road 610 beginning at its junction with Road 600 in the NW $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 14, Township 7 North, Range 6 East, W.M., crossing lands of the Grantor in the SW $\frac{1}{4}$ NW $\frac{1}{4}$  and NW $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 14, Township 7 North, Range 6 East, W.M., and terminating on the West line of the SW $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 14, Township 7 North, Range 6 East, W.M.

14. Stag Road No. N71B beginning at its junction with West Pine Road No. N71 in the NE $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 8, Township 7 North, Range 6 East, W.M., crossing lands of the Grantor in the SW $\frac{1}{4}$ NE $\frac{1}{4}$ , SE $\frac{1}{4}$ NW $\frac{1}{4}$  and NE $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 8, Township 7 North, Range 6 East, W.M., and terminating at its junction with Road 600 in the SW $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 8, Township 7 North, Range 6 East, W.M.

15. Jack Pine Road No. N833 beginning at its junction with Road 600 in the NW $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 14, Township 7 North, Range 6 East, W.M., crossing lands of the Grantor as follows:

Township 7 North, Range 6 East, W.M.

Section 10 - NE $\frac{1}{4}$ , SE $\frac{1}{4}$

Section 14 - W $\frac{1}{2}$ NW $\frac{1}{4}$ , NW $\frac{1}{4}$ SW $\frac{1}{4}$

and terminating in the NW $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 10, Township 7 North, Range 6 East, W.M.

16. Road 800 (Jack Pine Road No. N833) beginning at its junction with Road 300 in the NE $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 29, Township 8 North, Range 6 East, W.M., crossing lands of the Grantor as follows:

Township 7 North, Range 6 East, W.M.

Section 10 - E $\frac{1}{2}$ NE $\frac{1}{4}$

Section 11 - SW $\frac{1}{4}$ SE $\frac{1}{4}$



Township 8 North, Range 6 East, W.M.

Section 28 - SW $\frac{1}{4}$ , W $\frac{1}{2}$ SE $\frac{1}{4}$

Section 34 - W $\frac{1}{2}$ SW $\frac{1}{4}$ , SE $\frac{1}{4}$ SW $\frac{1}{4}$ , SW $\frac{1}{4}$ SE $\frac{1}{4}$

and terminating at its junction with the Randle-Lewis River Road No. 125 in the NW $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 14, Township 7 North, Range 6 East, W.M.

17. Road 820 (Muddy View Road No. N833G) beginning at its junction with Road 800 in the NW $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 33, Township 8 North, Range 6 East, W.M., crossing lands of the Grantor in the E $\frac{1}{2}$ SE $\frac{1}{4}$  and SW $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 28, Township 8 North, Range 6 East, W.M., and terminating on the East line of the NE $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 28, Township 8 North, Range 6 East, W.M.
18. Road 830 (Hoo Hoo Road No. N866) beginning at its junction with Road 800 in the SW $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 29, Township 8 North, Range 6 East, W.M., crossing lands of the Grantor in the SE $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 20, Township 8 North, Range 6 East, W.M., and terminating in the NE $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 21, Township 8 North, Range 6 East, W.M.
19. Road 834 (Rusty Knife Road No. N866J) beginning at its junction with Road 830 in the SW $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 21, Township 8 North, Range 6 East, W.M., crossing lands of the Grantor in the SE $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 16, Township 8 North, Range 6 East, W.M., and terminating on the East line of the SE $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 16, Township 8 North, Range 6 East, W.M.
20. Muddy Pine Road No. N822 beginning at the West line of the NW $\frac{1}{4}$ NW $\frac{1}{4}$ , Section 28, Township 8 North, Range 6 East, W.M., crossing lands of the Grantor in the N $\frac{1}{2}$ N $\frac{1}{2}$ , Section 28, Township 8 North, Range 6 East, W.M., and terminating on the East line of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ , Section 28, Township 8 North, Range 6 East, W.M.
21. Road 110 (Swamp Creek Road No. N79) beginning at its junction with the Randle-Lewis River Road No. 125 in Govt. Lot 1 of Section 23, Township 7 North, Range 6 East, W.M., crossing lands of the Grantor in the NW $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 26, Township 7 North, Range 6 East, W.M., and terminating in the NW $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 27, Township 7 North, Range 6 East, W.M.
22. Randle-Lewis River Road No. 125 beginning at its junction with the Muddy River Road No. N92 in Govt. Lot 4 of Section 1, Township 7 North, Range 6 East, W.M., crossing lands of the Grantor in Govt. Lot 4 and the SE $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 1, Township 7 North, Range 6 East, W.M., and terminating on the North line of Govt. Lot 3 of Section 1, Township 7 North, Range 6 East, W.M.
23. Smith Creek Ridge Road No. N930 beginning at its junction with the Muddy River Road No. N92 in the NW $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 32, Township 9 North, Range 6 East, W.M., crossing lands of the Grantor as follows:

Township 8 North, Range 6 East, W.M.

Section 2 - Govt. Lot 4, NW $\frac{1}{4}$ SW $\frac{1}{4}$

Section 3 - Govt. Lots 2 and 3, W $\frac{1}{2}$ SW $\frac{1}{4}$ , NE $\frac{1}{4}$ SE $\frac{1}{4}$ , W $\frac{1}{2}$ SE $\frac{1}{4}$

Section 4 - Govt. Lots 1, 2, 3 and 4, NE $\frac{1}{4}$ SW $\frac{1}{4}$ , N $\frac{1}{2}$ SE $\frac{1}{4}$ , SE $\frac{1}{4}$ SE $\frac{1}{4}$

Section 10 - NW $\frac{1}{4}$ , W $\frac{1}{2}$ NE $\frac{1}{4}$

Township 9 North, Range 6 East, W.M.

Section 20 - E $\frac{1}{2}$ NE $\frac{1}{4}$

Section 28 - W $\frac{1}{2}$ E $\frac{1}{2}$ , E $\frac{1}{2}$ W $\frac{1}{2}$

Section 34 - S $\frac{1}{2}$ S $\frac{1}{2}$

Section 32 - NW $\frac{1}{4}$ NW $\frac{1}{4}$ , E $\frac{1}{2}$ NW $\frac{1}{4}$ , NE $\frac{1}{4}$ SW $\frac{1}{4}$ , SE $\frac{1}{4}$

and terminating at its junction with the N92.1 Road in the SE $\frac{1}{4}$ SE $\frac{1}{4}$ , Section 17, Township 9 North, Range 6 East, W.M.

24. Road 150 (St. Helens View Road No N943A) beginning at its junction with the Smith Creek Ridge Road No. N930 in the SW $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 33, Township 9 North, Range 6 East, W.M., crossing lands



the Grantor in the SW $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 28, Township 9 North, Range 6 East, W.M., and terminating on the West line of the SW $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 28, Township 9 North, Range 6 East, W.M.

25. Road 151 (Suicide Road No. N943) beginning at its junction with the Smith Creek Ridge Road No. N930 in the SW $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 21, Township 9 North, Range 6 East, W.M., crossing lands of the Grantor in the SE $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 20, Township 9 North, Range 6 East, W.M., and terminating on the South line of the SE $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 20, Township 9 North, Range 6 East, W.M.
26. West Fork Smith Creek Road No. N92G beginning at its junction with the Muddy River Road No. N92 in the NW $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 29, Township 9 North, Range 6 East, W.M., crossing lands of the Grantor in the SW $\frac{1}{4}$ NE $\frac{1}{4}$ , SE $\frac{1}{4}$ NW $\frac{1}{4}$ , Govt. Lots 2 and 3, NE $\frac{1}{4}$ SW $\frac{1}{4}$  and the N $\frac{1}{2}$ SE $\frac{1}{4}$  of Section 30, Township 9 North, Range 6 East, W.M., and terminating on the West line of Govt. Lot 2 of Section 30, Township 9 North, Range 6 East, W.M.
27. Pine Flat Road No. N83E beginning at its junction with the Swift Creek-Muddy Road No. N83 in the NW $\frac{1}{4}$ SE $\frac{1}{4}$ , Section 30, Township 8 North, Range 6 East, W.M., crossing lands of the Grantor in the NE $\frac{1}{4}$ SE $\frac{1}{4}$  and SE $\frac{1}{4}$ SE $\frac{1}{4}$ , Section 30; W $\frac{1}{2}$ W $\frac{1}{2}$ , Section 32, Township 8 North, Range 6 East, W.M., and terminating in the SW $\frac{1}{4}$ SW $\frac{1}{4}$ , Section 32, Township 8 North, Range 6 East, W.M.
28. Muddy River Road No. N92.1, beginning at its junction with the Muddy River Road No. N92 in the NW $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 29, Township 9 North, Range 6 East, W.M., crossing lands of the Grantor as follows:

Township 9 North, Range 6 East, W.M.  
 Section 8 - SW $\frac{1}{4}$ SE $\frac{1}{4}$   
 Section 19 - Govt. Lots 1, 4, 5 and 10  
 Section 20 - W $\frac{1}{2}$ W $\frac{1}{2}$   
 Section 30 - NE $\frac{1}{4}$ , NE $\frac{1}{4}$ SE $\frac{1}{4}$

and terminating in the SW $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 8, Township 9 North, Range 6 East, W.M.

The Grantor does also grant and convey unto the Grantee easements along and across the following road rights-of-way acquired by the United States of America and recorded in Skamania County, Washington, as follows:

SWIFT CREEK-MUDDY ROAD NO. N83

Township 7 North, Range 5 East, W.M.

Easement from the State of Washington (App. No. 2209), dated November 19, 1956 of variable width over and across Govt. Lot 1, S $\frac{1}{2}$ NE $\frac{1}{4}$ , NW $\frac{1}{4}$ SE $\frac{1}{4}$ , NE $\frac{1}{4}$ SW $\frac{1}{4}$ , W $\frac{1}{2}$ SW $\frac{1}{4}$ , SW $\frac{1}{4}$ NW $\frac{1}{4}$ , Section 4, and recorded in Book No. 43, page 104, records of said county.

Easement from Weyerhaeuser Timber Company, dated September 2, 1955, of variable width over and across the SE $\frac{1}{4}$ NE $\frac{1}{4}$ , NE $\frac{1}{4}$ SE $\frac{1}{4}$ , Section 5; W $\frac{1}{2}$ NW $\frac{1}{4}$ , Section 9; N $\frac{1}{2}$ NE $\frac{1}{4}$ , E $\frac{1}{2}$ NE $\frac{1}{4}$ , SW $\frac{1}{4}$ SE $\frac{1}{4}$ , Section 17, and recorded in Book No. 40, page 124, records of said county.

Easement from Tacoma Eastern Timber Company, dated February 3, 1943, 40 feet in width over and across the SW $\frac{1}{4}$ NE $\frac{1}{4}$ , N $\frac{1}{2}$ SE $\frac{1}{4}$ , Section 20, and recorded in Book No. 29, page 401, records of said county.

Easement from Pacific Power and Light Company, dated May 10, 1962, 66 feet in width over and across the N $\frac{1}{2}$ SE $\frac{1}{4}$ , Section 20, and recorded in Book No. 49, page 545, records of said county.



COUGAR CREEK ROAD NO. N816

Township 7 North, Range 5 East, W.M.

Easement from Weyerhaeuser Timber Company, dated September 9, 1957, 66 feet in width over and across the NE $\frac{1}{4}$ NE $\frac{1}{4}$ , Section 7, and recorded in Book No. 44, page 202, records of said county.

MERRILL LAKE ROAD NO. N818

Township 7 North, Range 5 East, W.M.

Easement from the State of Washington (App. No. 2374), dated December 8, 1958, 66 feet in width over and across the NW $\frac{1}{4}$ SW $\frac{1}{4}$ , Section 4, and recorded in Book No. 45, page 406, records of said county.

Easement from Weyerhaeuser Timber Company, dated May 27, 1958, 66 feet in width over and across the N $\frac{1}{2}$ SE $\frac{1}{4}$ , S $\frac{1}{2}$ NE $\frac{1}{4}$ , Govt. Lot 2, Section 5, and recorded in Book No. 45, page 279, records of said county.

Township 8 North, Range 5 East, W.M.

Easement from Weyerhaeuser Timber Company, dated May 27, 1958, 66 feet in width over and across the S $\frac{1}{2}$ SE $\frac{1}{4}$ , Section 32, and recorded in Book No. 45, page 279, records of said county.

WEST MARBLE ROAD NO. N809

Township 7 North, Range 5 East, W.M.

Easement from Longview Fibre Company, Incorporated, dated April 8, 1958, 66 feet in width over and across the SW $\frac{1}{4}$ , Section 2, and recorded in Book No. 44, page 488, records of said county.

Easement from Weyerhaeuser Timber Company, dated November 13, 1957, 66 feet in width over and across the NE $\frac{1}{4}$ NE $\frac{1}{4}$ , Section 11, and recorded in Book No. 44, page 304, records of said county.

WEST PINE ROAD NO. N71

Township 7 North, Range 5 East, W.M.

Easement from Weyerhaeuser Timber Company, dated September 8, 1959, 66 feet in width over and across the E $\frac{1}{2}$ SE $\frac{1}{4}$ , SW $\frac{1}{4}$ SE $\frac{1}{4}$ , Section 23, and recorded in Book No. 47, page 268, records of said county.

Easement from the State of Washington (App. No. 2382), dated November 30, 1959, 66 feet in width over and across the N $\frac{1}{2}$ NE $\frac{1}{4}$ , SW $\frac{1}{4}$ NE $\frac{1}{4}$ , NW $\frac{1}{4}$ SW $\frac{1}{4}$ , S $\frac{1}{2}$ NW $\frac{1}{4}$ , Section 24, and recorded in Book No. 47, page 265, records of said county.

Easement from the State of Washington (App. No. 2381), dated April 26, 1960, 66 feet in width over and across the NW $\frac{1}{4}$ NE $\frac{1}{4}$ , Section 26, and recorded in Book No. 47, page 239, records of said county.

Township 7 North, Range 6 East, W.M.

Easement from the State of Washington (App. No. 2383), dated February 7, 1961, 66 feet in width over and across the NE $\frac{1}{4}$ NE $\frac{1}{4}$ , SW $\frac{1}{4}$ NE $\frac{1}{4}$ , E $\frac{1}{2}$ SW $\frac{1}{4}$ , Section 18, and recorded in Book No. 48, page 502, records of said county.

ROLL 382.3  
DAILY RECORDINGS  
BOARD OF COUNTY COMMISSIONERS  
MARRIAGE APPLICATIONS



Easement from O.H. Richter and Ethel (Gilk) Richter, dated July 22, 1958, 66 feet in width over and across the SE $\frac{1}{4}$ NE $\frac{1}{4}$ , NW $\frac{1}{4}$ SE $\frac{1}{4}$ , Section 18, and recorded in Book No. 45, page 322, records of said county.

LEWIS RIVER ROAD NO. N96

Township 7 North, Range 5 East, W.M.

Easement from Pacific Power and Light Company, dated November 14, 1960, of variable width over and across the SE $\frac{1}{4}$ NE $\frac{1}{4}$ , Govt. Lots 3, 6, 7, and 8, NW $\frac{1}{4}$ SE $\frac{1}{4}$ , Section 30, and recorded in Book No. 48, page 230, records of said county.

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 approximately as shown colored red on Exhibit A attached hereto.

Said "premises" shall be 33 feet in width across Grantor's lands with such additional width as required for accommodation and protection of cuts and fills, and shall be the full width acquired across the assignable easements owned by the Grantor. 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.

This grant is made subject to the following terms, provisions, and conditions applicable to Grantee, its permittees, contractors, assignees, and successors in interest:

A. Except as hereinafter limited, Grantee shall have the right to use the road on the premises without cost for all purposes deemed necessary or desirable by Grantee in connection with the protection, administration, management, and utilization of Grantee's lands or resources, now or hereafter owned or controlled, subject to such traffic-control regulations and rules as Grantor may reasonably impose upon or require of other users of the road without reducing the rights herein granted: Provided, however, That any timber or other materials hauled by the Grantee from lands now owned by third parties in the agreement area as shown on Exhibit B attached hereto shall be treated as though hauled by someone else. Grantee shall have the right to construct, reconstruct, and maintain roads within the premises.

Grantee's right to use the road shall include, but shall not be limited to, use for the purpose of operating and moving specialized logging vehicles and other equipment subject to the following limitations:

Use of vehicles of a weight not to exceed 160,000 pounds and equipped with bunks not to exceed 11 feet 4 inches in width is permissible until March 3, 2000. After said date, the Grantee's right to use the road shall be subject to compliance with legal dimensions and weights of motor vehicles imposed by State law on comparable public roads or highways. In any event, gross weights of equipment or vehicles shall not exceed the capacity of bridges and other structures, and provided further, that cleated equipment shall not be used on paved roads.

B. Grantee shall comply with all applicable State and Federal laws, Executive Orders, and Federal rules and regulations, except that no

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present or future administrative rules or regulations shall reduce the rights herein expressly granted.

C. Grantee shall have the right to charge and to enforce collections from purchasers of timber or other materials when removed from Grantor's lands over the road at such rate per unit of material hauled, or at such higher rate as may be approved by the Regional Forester, as set forth in Lewis River Road Right of Way Construction and Use Agreement dated May 23, 1974, until such time as the amounts paid by such means or by credits received from Grantor shall total the amount set forth in said agreement. Timber or other materials hauled by Grantee from lands of the Grantor shall be regarded as though hauled by someone else.

D. Grantee 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.

E. The costs of road maintenance shall be allocated on the basis of respective uses of the road.

During the periods when either party uses the road or Grantor permits the use of the road by others for hauling of timber or other materials, the party so using or permitting such use will perform or cause to be performed, or contribute or cause to be contributed that share of maintenance occasioned by such use of the road.

On any road maintained by Grantee, Grantee shall have the right to charge purchasers of National Forest timber and other commercial haulers, or to recover from available deposits held by the Grantor for such purchasers or haulers, reasonable maintenance charges based on the ratio that said hauling bears to the total hauling on such road. Grantor shall prohibit noncommercial use unless provision is made by Grantor or by the noncommercial users to bear proportionate maintenance costs.

F. Grantee shall have the right to require any user of the road for commercial or heavy hauling purposes to post security guaranteeing performance of such user's obligations with respect to maintenance of the road and with respect to payment of any charges hereinabove stated as payable to Grantee for use of the road: Provided, the amount of such security shall be limited to the amount reasonably necessary to secure such payment as approved by the Regional Forester.

G. If it is customary in the industry in this locality to require liability insurance at the time commercial users are allowed to use the road, the Grantee shall have the right to require any user of the road for commercial hauling to procure, to maintain, and to furnish satisfactory evidence of liability insurance in a form generally acceptable in the trade and customary in this area, insuring said party against liability arising out of its operation on the premises with limits of \$100,000.00 for injury or death to one person, \$300,000.00 for injury or death to two or more persons, and \$100,000.00 for damage to property.

H. The Grantee shall maintain the right-of-way clearing by means of chemicals only after specific written approval has been given by the Regional Forester. Application for such approval must be in writing and specify the time, method, chemicals, and the exact portion of the right-of-way to be chemically treated.

This easement is granted subject to the following reservations by Grantor, for itself, its permittees, contractors, and assignees:

1. The right to use the road for all purposes deemed necessary or desirable by Grantor in connection with the protection, administration, management, and utilization of Grantor's lands or resources, now or hereafter owned or controlled, subject to the limitations herein contained, and subject to such traffic-control regulations

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and rules as Grantor may reasonably impose upon or require of other users of the road without reducing the right herein granted to Grantee: Provided, That all use by the public for purposes of access to or from Grantor's lands shall be controlled by Grantor so as not unreasonably to interfere with use of the road by Grantee or to cause the Grantee to bear a share of the cost of maintenance greater than Grantee's use bears to all use of the road.

2. The right alone to extend rights and privileges for use of the premises to other Government departments and Agencies, States, and local subdivisions thereof, and to other users including members of the public except users of lands or resources owned or controlled by Grantee or its successors: Provided, That such additional use shall be controlled by Grantor so as not unreasonably to interfere with use of the road by Grantee or to cause the Grantee to bear a share of the cost of maintenance greater than Grantee's use bears to all use of the road.

3. 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.

4. The right to all timber now or hereafter growing on the premises, subject to Grantee's right to cut such timber as hereinbefore provided.

Provided that so long as the Lewis River Road Right-of-Way Construction and Use Agreement dated May 23, 1974 remains in full force and effect, the terms and conditions thereof shall govern all aspects of use of the premises, including, but not limited to construction, reconstruction, and maintenance of the road and the allocation and payment of costs thereof.

The Chief, Forest Service may terminate this easement, or any segment thereof, (1) by consent of the Grantee, (2) by condemnation, or (3) after a five (5) year period of nonuse, by a determination to cancel after notification and opportunity for hearing as prescribed by law; provided the easement, or segment thereof, shall not be terminated for nonuse, so long as the road or segment thereof, is being preserved for prospective future use.

IN WITNESS WHEREOF, the Grantor, by its Regional Forester, Forest Service has executed this easement pursuant to the delegation of authority to the Chief, Forest Service, 7 CFR 2.60, and delegation of authority by the Chief, Forest Service, dated December 14, 1979 (44 FR 75690), on the day and year first above written.

UNITED STATES OF AMERICA

*Robert M. Brennan*

(For) JAMES F. TORRENCE  
Acting Regional Forester  
Forest Service  
Department of Agriculture

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