

99541

USDA Forest Service

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Randle - Lewis River  
Road Number 25RIGHT-OF-WAY EASEMENT DEED

THIS EASEMENT, dated this 7th day of June, 1985, from Publishers Forest Products of Washington, a corporation of the State of Washington, hereinafter called "Grantor," to the United States of America, hereinafter called "Grantee."

## WITNESSETH:

Grantor, for and in consideration of \$ 1,130.00 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," over and across the following described lands in the County of Skamania, State of Washington:

Township 7 North, Range 6 East, W.M.  
Section 24, Lot 2

Said premises are shown on the plat attached hereto marked Exhibit A.

The word "premises", when used herein, means said strip of land, whether or not there is an existing road located hereon. 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.

Said premises shall vary on each side of the centerline with such additional width as required for accomodation 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 lands described herein are 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 U.S. Department of Agriculture, Forest Service.

This grant is made subject to the following terms, provisions, and conditions applicable to Grantee, its permittees, contractors, and assigns:

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 Grantee may reasonably impose upon or require of other users of the road. Grantee shall have the right to construct, reconstruct, and maintain roads within the premises.

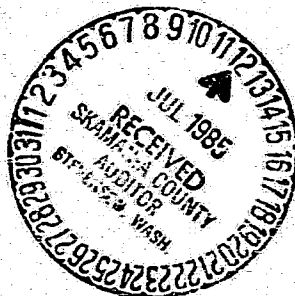
Registered

Indexed, Dir

Indirect

Filmed

Mailed



CERTIFIED CORRECT AS TO CONSIDERATION, DESCRIPTION, AND CONDITIONS.

David Squallan 7/85

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Grantee alone may extend rights and privileges for use of the premise to other Government Departments and Agencies, States, and local subdivisions thereof, and to other users including members of the public.

B. 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 roads for disposal by the owner of such timber.

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 cross and recross the premises and road at any place by any reasonable means and for any purpose in such manner as will not interfere unreasonably with use of the road.

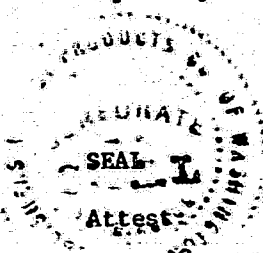
2. The right to all timber now or hereafter growing on the premises, subject to Grantee's right to cut such timber as hereinbefore provided.

It is agreed that the Grantor shall have the right to use the existing road described herein 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, however, to traffic control regulations as Grantee may reasonably impose under 36 CFR 261.12, the bearing of road maintenance costs proportionate to use as provided in 36 CFR 212.7(d).

If, at any time, the Regional Forester determines that the road, or any segment thereof, is no longer needed, the easement traversed thereby shall terminate. In the event of such determination, 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.

Publishers Forest Products of Washington  
by Raymond M. Lutz  
Title Timberlands Manager LW

  
Maye  
(Secretary) Asst. Secretary

State of Oregon )  
County of Clackamas ) ss.

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On this 7th day of June, 1985, before me the undersigned a notary public in and for said County and State, personally appeared Raymond M. Luthy and C. Mayer, known to me to be the Timberlands Manager and Asst. Secretary of Publishers Forest\*, the corporation that executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its bylaws or a resolution of its Board of Directors.

\*Products Co. of Washington

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



Notary Public for the State  
of Oregon, Residing  
at Milwaukie, Oregon  
My Commission Expires April 27, 1986

SEAL



N/A  
REAL ESTATE EXCISE TAX  
JUL 12 1985

PAID N/A  
Jan. R. Wyminger, Dep.  
SKAMANIA COUNTY TREASURER



