

106245

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USDA Forest Service

5460

Road No. 2612036RIGHT-OF-WAY EASEMENT DEED

THIS EASEMENT, dated this 17th day of October, 1988,  
from WEYERHAEUSER COMPANY, 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 \$1,830.00 and the grant 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," over and across the following described lands in the County of Skamania, State of Washington:

Township 10 North, Range 5 East, W.M.

Section 13, Lots 1 and 5, NW1/4NE1/4.

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 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.

Said premises shall be 33 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 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:

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12402

STATE EXCISE TAX

PAID Example  
County of Skamania

GARY A. OLSON

NOV 29 5 47 AM '88

FILED FOR RECORD  
SKAMANIA COUNTY WASH  
BY Handwritten

Glenda J. Kimmel, Skamania County Assessor  
By Handwritten Parcel # 10-5-1300

STIPULATED CORRECT AS TO CONSIDERATION  
DESCRIPTION AND CONDITIONS.  
Handwritten 10/14/88

SEARCHED Handwritten  
INDEXED Handwritten  
SERIALIZED Handwritten  
FILED Handwritten  
MAILED Handwritten

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.

Grantee alone may 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.

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 Grantor and decked along the road for disposal by the owner of such timber.

C. Grantee shall remove all trash, garbage, or any unsightly or offensive material resulting from the public use of the road.

D. Grantee shall take reasonable measures intended to prevent trespassing or unauthorized use of Grantors adjacent land.

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 road hereinafter to be constructed 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), and the sharing of the cost of construction or reconstruction proportionate to use, as provided in 36 CFR 212.11.

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.

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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.

WEYERHAEUSER COMPANY

By: D.W. Wilbur

Title: Forest Land Use Manager

(Seal)

ATTEST:

By: Robert N. Mogensen

Title: Assistant Secretary

ACKNOWLEDGMENT

STATE OF WASHINGTON )

) SS

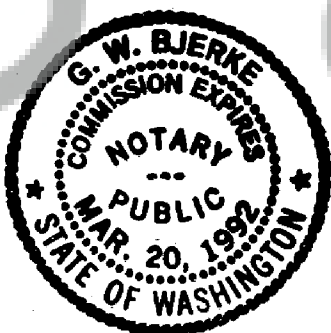
COUNTY OF KING )

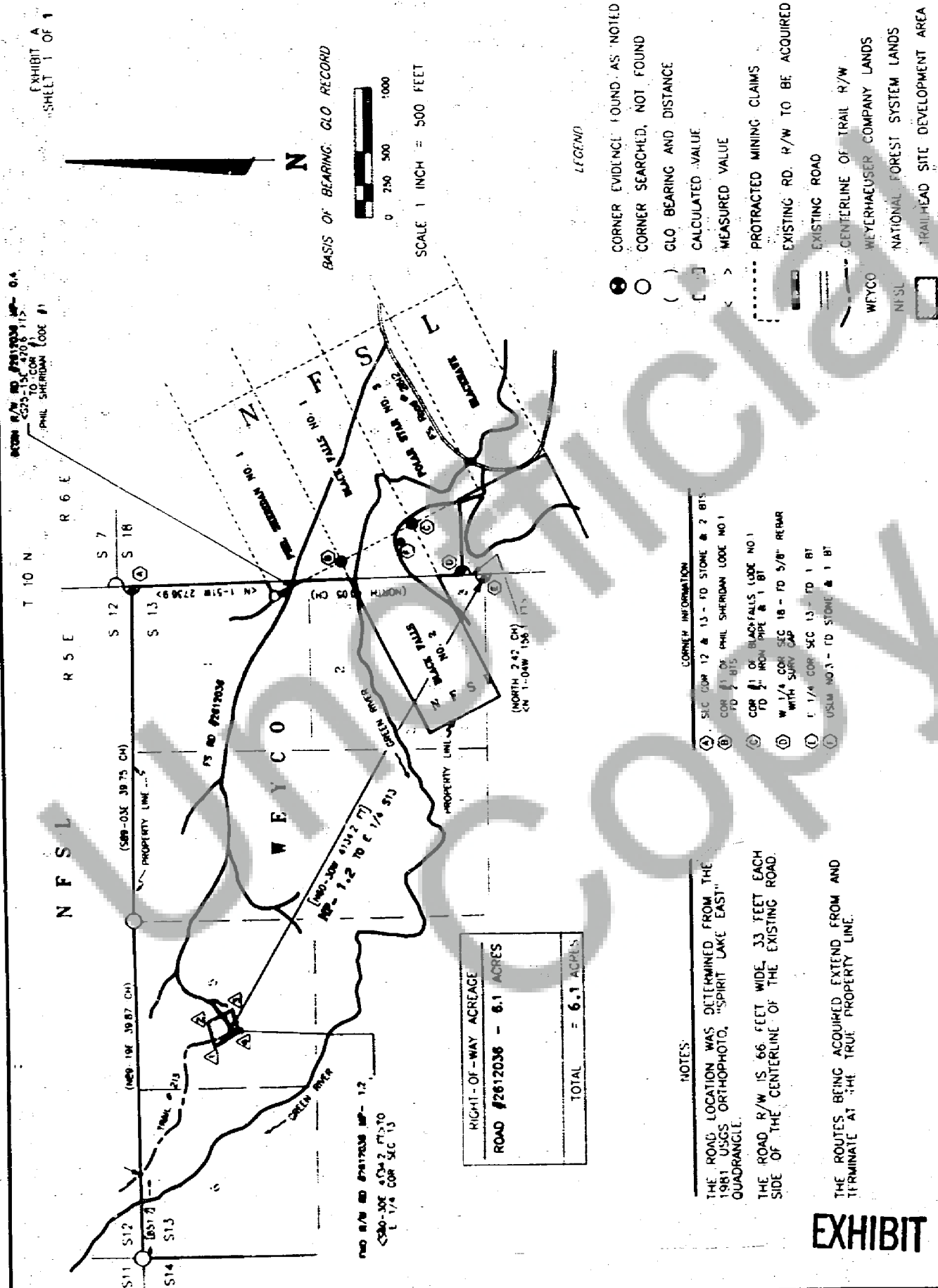
On the 17<sup>th</sup> day of October, 19 88, before me personally appeared D.W. Wilbur, Forest Land Use Manager and Robert N. Mogensen, Assistant Secretary, respectively, of WEYERHAEUSER COMPANY, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were 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 the day and year above written.

L.W. Pinsky  
Notary Public in and for the State of  
Washington  
Residing at Seattle  
My commission expires 3-20-88

(Seal)





**EXHIBIT A**

SURVEYED BY: Steven Dade DATE: 11/27  
 REVIEWED BY: David Karsch DATE: 1/20/00  
 FOREST LAND SURVEYOR  
 APPROVED BY: Edward Stora DATE: 2/10/00  
 FOR: FOREST ENGINEER

5460 RIGHT-OF-WAY ACQUISITION  
USDA FOREST SERVICE  
PACIFIC NORTHWEST REGION  
GIFFORD PINCHOT NATIONAL FOREST  
SKAMANIA COUNTY, WASHINGTON

Sec. 13 T 10 N R 5 E W M  
Project Name: GREEN RIVER TR  
Project No 213  
Method of survey Theodolite/LD  
Date of plat JAN 1988

PROPERTY OWNER  
REYNOLDS COMPANY LUMBS