

106246

BOOK 112 PAGE 19

USDA Forest Service

3810013

5460

Green River Trail, No. 213

RIGHT-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 \$620.00, the receipt of which is hereby acknowledged, does hereby grant and convey to Grantee, its heirs, and assigns, a perpetual easement for a trail and trailhead over and across the following described lands in the County of Lewis, State of Washington:

Lots 6 and 9, of Section 31, T. 11 N., R. 5 E., W.M.

and in the County of Skamania, State of Washington:

Lots 5 and 6, of Section 13, T. 10 N., R. 5 E., W.M.

The said easement is in conformity with and located upon the ground according to the survey line, figures, measurements, widths, and other references shown on the plat hereto attached and made a part hereof.

The acquiring Agency is the Forest Service, U.S. Department of Agriculture.

Grantee alone may extend rights and privileges for use of the trail and trailhead to other Government departments and agencies, States, and local subdivisions thereof, and to the other users including members of the public.

This easement is made subject to the following terms and conditions, Provided, that nothing herein contained shall obligate the Grantee beyond the extent of available authorized appropriations, or contrary to the rules, regulations, and laws applicable to the Grantee:

1. The condition that the Grantee will close the trail and trailhead to public use when Grantor is conducting timber harvesting operations that would endanger trail users, Provided, Grantor furnishes temporary alternate locations for the trail and trailhead satisfactory to the Grantee; provided further, the closure will be made effective and alternate locations marked within 15 days of receipt of a written request from the Grantor; and provided further, the Grantor shall restore the trail and trailhead to the same condition that immediately preceded said closure.

12401

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STATE EXCISE TAX

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*For Example
to use by G. Ballinger Agency*

CERTIFIED CORRECT AS TO CONSIDERATION,
DESCRIPTION AND CONDITIONS.

GARY M. OLSON

NOV 29 9 50 AM '88

FILED FOR RECORD
SKAMANIA CO. WASH
BY 114-5

Glenda J. Kimmel, Skamania County Assessor
By 320 Parcel # 10-5-1300

00905 117/88

2. The condition that no building, structure, or improvements of any kind shall be constructed, erected, or moved on the easement area, providing that nothing contained herein shall be interpreted to preclude the right to cross the easement with a road, telephone line, electric transmission line, water pipeline, sewer line, or other utility line normally used in the development of a residential or commercial use.

3. The condition that no signs, billboards, outdoor advertising structure, or advertising of any kind will be erected or displayed on the easement area by the Grantor; Provided, Grantor may erect signs required by applicable laws and regulations of the State of Washington.

4. The condition that no trash, garbage, sewage, or any unsightly or offensive material shall be placed on the easement area by the Grantor.

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

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

This easement is made subject to the following reservations by the Grantor, its heirs, and assigns:

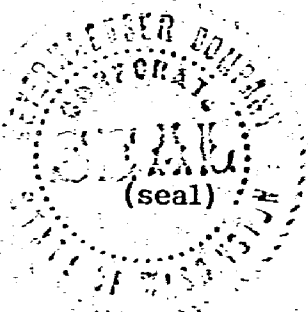
1. The right to use the trail and trailhead or any segment thereof, subject only to compliance with regulations and rules as provided in 36 CFR 261.12.

2. The right to cross and recross the easement and trail and trailhead at any place by any reasonable means and for any purpose in such manner as will not unreasonably interfere with use of the trail and trailhead by the United States, its authorized users, and assigns.

3. The right to all timber now or hereafter growing on the easement subject to Grantee's right to cut timber on the easement to the extent necessary for constructing, reconstructing, and maintaining the trail and trailhead. Timber so cut shall, unless otherwise agreed to, be cut into logs of lengths specified by the Grantor and left along the trail and trailhead for disposal by the Grantor.

If at any time, the Regional Forester determines that the trail and trailhead, 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.



WEYERHAEUSER COMPANY

By: D.W. Wilbur

Title: Forest Land Use Manager

ATTEST:

By: Robert N. Mogensen

Title: Assistant Secretary

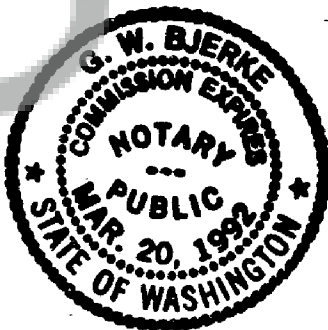
ACKNOWLEDGMENT

STATE OF WASHINGTON)

COUNTY OF KING) SS

On the 17th day of October, 1988, 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.



(Seal)

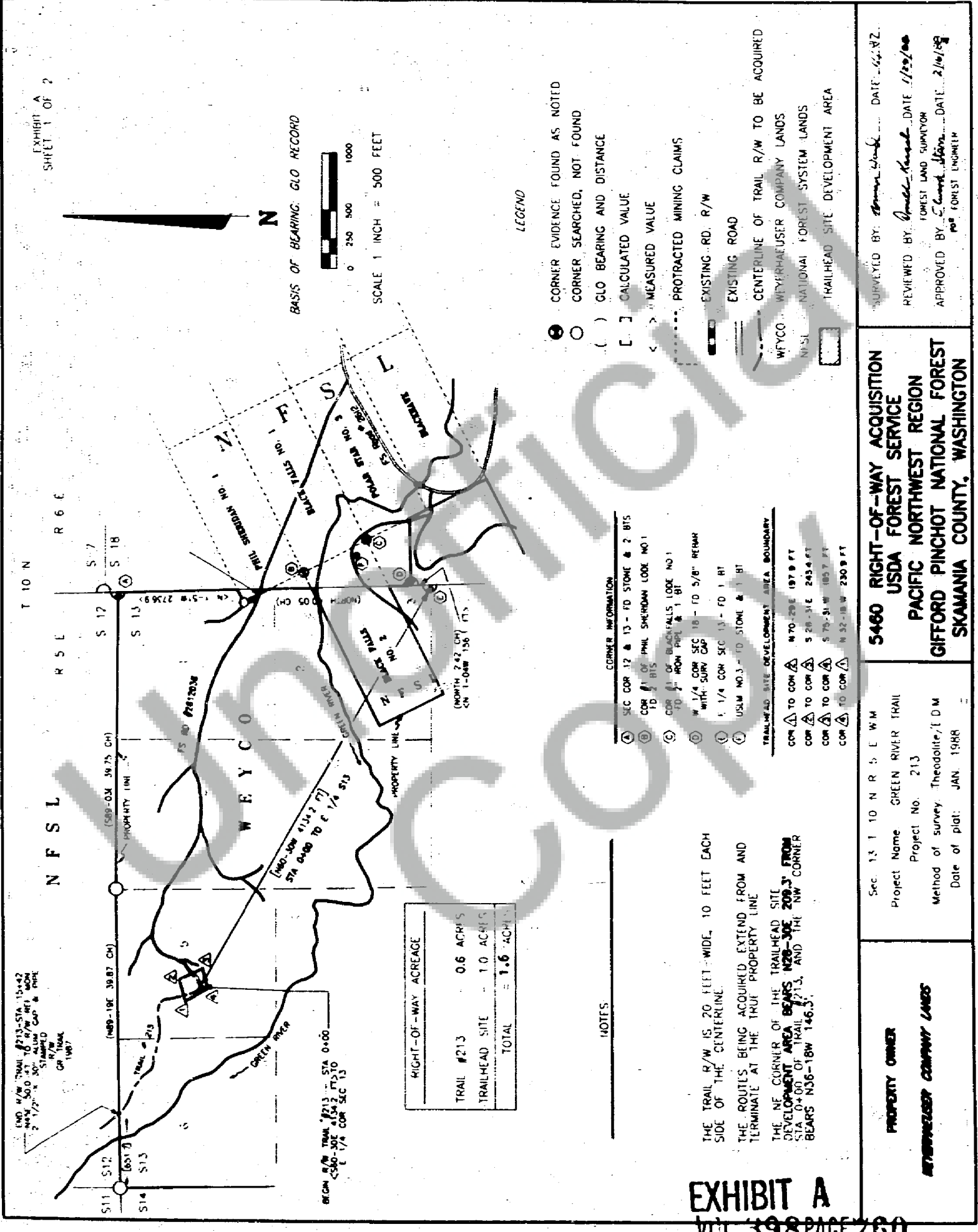
G. W. Bjerke
Notary Public in and for the State of
Washington
Residing at Seattle
My commission expires 3-20-92

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RECORDED AT REQUEST OF:
Kenneth Cochran
PO Box 8944
Vancouver, WA
98668-8944

88 NOV -7 AM 9:43
GARY E. ZIMMEL, CLERK
LEV. COUNTY, WA.

G. E. Zimmell



BOOK 112- PAGE 23

GREEN RIVER TRAIL TRAVERSE TABLE "A" - EAST SIDE

BEGIN ROW STA 0+00 (S60-30E, 4134.2 FT TO EAST 1/4 SECTION CORNER SEC 13)

STATION	DISTANCE (FT)	BEARING AHEAD	STATION	DISTANCE (FT)	BEARING AHEAD
0+00	25	N08W	11+25	25	N46W
0+25	30	N40W	11+50	30	N12W
0+55	40	N04W	11+80	30	N16W
0+95	45	N09W	12+10	35	N18W
1+40	35	N01W	12+45	30	N54W
1+75	8	N10E	12+75	40	N81W
1+83	7	N10E	13+15	55	N68W
1+90	40	N08W	13+70	30	S88W
2+30	20	N12W	14+00	20	N62W
2+50	20	N10W	14+20	40	N62W
2+70	20	N07W	14+60	35	N56W
2+90	15	N14W	14+95	35	N56W
3+05	15	N16W	15+30	12	N30W
3+20	20	N34W	15+42		
3+40	25	N30W	END ROW (S89-19W, 651.7 FT TO SECTION CORNER 11,12,13,14)		
3+65	15	N38W			
3+80	20	N42W			
4+00	15	N59W			
4+15	20	N80W			
4+35	20	S78W			
4+55	40	S82W			
4+95	20	WEST			
5+15	35	S75W			
5+50	13	N80W			
5+63	12	S88W			
5+75	20	N87W			
5+95	15	N52W			
6+10	25	N66W			
6+35	22	N59W			
6+57	25	N55W			
6+82	28	N78W			
7+10	30	S72W			
7+40	30	S68W			
7+70	25	N82W			
7+95	35	N69W			
8+30	27	N53W			
8+57	31	N52W			
8+88	35	S83W			
9+23	28	S51W			
9+51BK =					
9+35AH	30	N80W			
9+65	25	N58W			
9+90	25	N56W			
10+15	40	N57W			
10+55	40	N38W			
10+95	30	N26W			

SHEET 1A

EXHIBIT A

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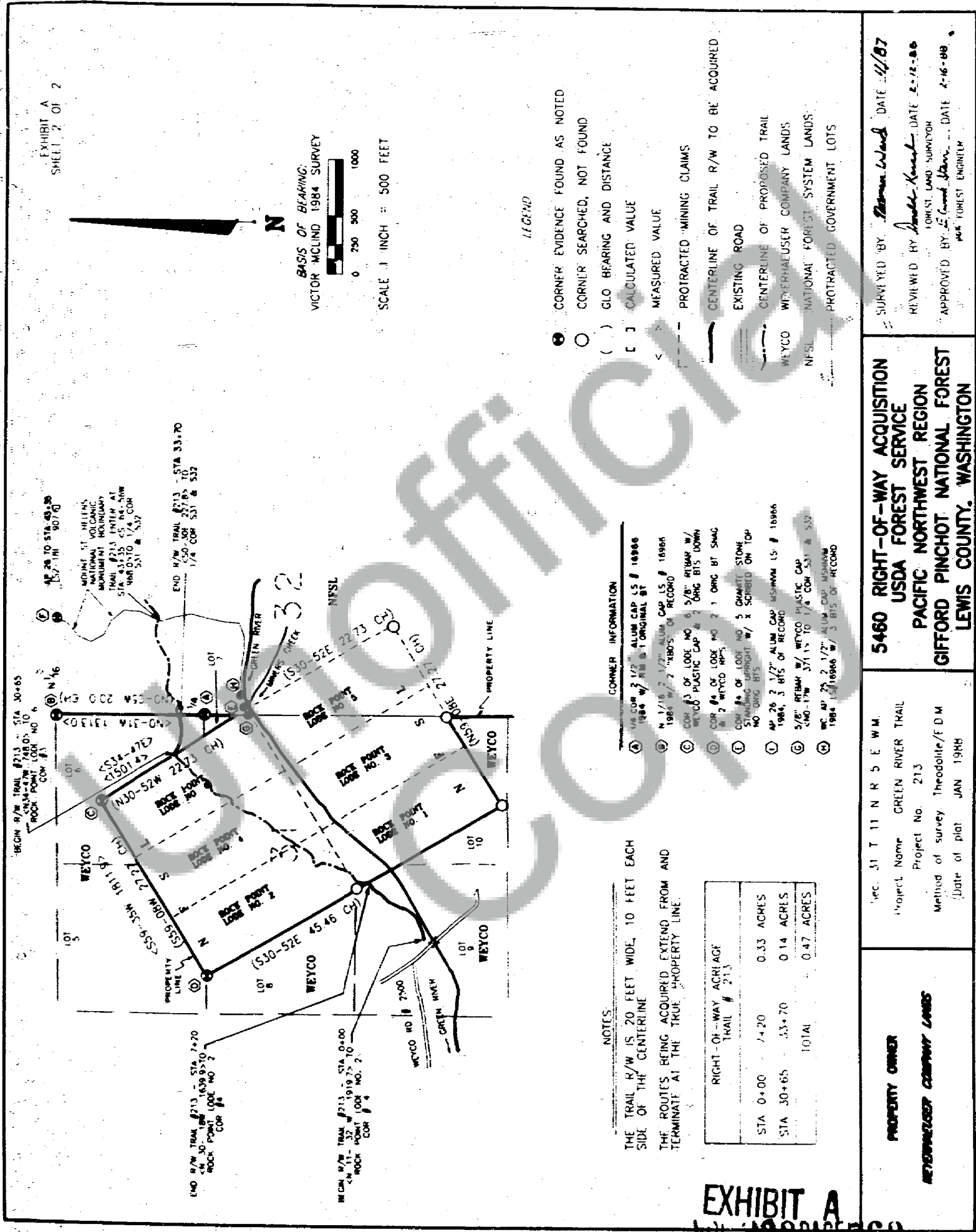


EXHIBIT A
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PROPERTY OWNER WYERHALLUSER COMPANY LANDS	5460 RIGHT-OF-WAY ACQUISITION USDA FOREST SERVICE PACIFIC NORTHWEST REGION GIFFORD PINCHOT NATIONAL FOREST LEWIS COUNTY, WASHINGTON	Spec. 31 T 11 N R 5 E W.M. Project Name GREEN RIVER TRAIL Project No. 213 Method of survey Theodolite/EDM Date of plat JAN 1988
SURVEYED BY: <i>Norman W. Ward</i> DATE: 4/87 REVIEWED BY: <i>Jackie K. Ward</i> DATE: 2-12-88 APPROVED BY: <i>E. Ward</i> DATE: 2-16-88 FOR: FOREST ENGINEER		

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GREEN RIVER TRAIL TRAVERSE TABLE "B" - WEST SIDE

BEGIN ROW STA 0+00 (N11-32W, 1919.7 FT TO ROCK POINT LODGE NO.2 CORNER #4)

STATION	DISTANCE (FT)	BEARING AHEAD
0+00	50	S87E
0+50	65	N57E
1+15	20	N67E
1+35	45	N77E
1+80	30	N63E
2+10	40	N50E
2+50	35	N43E
2+85	30	N49E
3+15	20	N23E
3+35	37	N19E
3+72	38	N26E
4+10	30	N40E
4+40	35	N32E
4+75	43	N45E
5+18	27	N50E
5+45	23	N35E
5+68	19	N50E
5+87	48	N45E
6+35	32	N38E
6+67	27	N51E
6+94	26	N54E
7+20		

END ROW (N30-18W, 1639.9 FT TO ROCK POINT LODGE NO.2 CORNER #4)

BEGIN ROW STA 30+65 (N34-47W, 748.0 FT TO ROCK POINT LODGE NO.6 CORNER #3)

30+65	25	S50E
30+90	27	S80E
31+17	18	N81E
31+35	25	S85E
31+60	16	S70E
31+76	34	S82E
32+10	20	S69E
32+30	100	S79E
33+30	30	S84E
33+60	10	N80E
33+70		

END ROW (S0-30E, 227.8 FT TO 1/4 SECTION CORNER S31 & S32)

SHEET 2A

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