

109737

BOOK 119 PAGE 947

USDA Forest Service

5460  
Road No. 3000096,  
and 3000095

RIGHT-OF-WAY EASEMENT DEED

THIS EASEMENT, dated this 20<sup>th</sup> day of July, 1990,  
from Longview Fibre 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 reciprocal easements and \$44,482 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:

Road No. 3000096

T. 4 N., R. 7 E., W.M.

sec. 10, SW1/4SE1/4;  
sec. 15, NW1/4NE1/4 and SW1/4NE1/4.

Road No. 3000095

T. 4 N., R. 7 E., W.M.

sec. 10, S1/2NE1/4SE1/4, SW1/4SE1/4, and SE1/4SE1/4;  
sec. 15, NW1/4NE1/4.

FILED FOR RECORD  
SKAMANIA COUNTY WASH.  
BY U.S. Forest Service

JUL 24 2 46 PM '90

GARY H. OLSON

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,

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NA

REAL ESTATE EXCISE TAX

Registered p  
Indexed, Uir p  
Indirect p  
Filed 7-28-90  
Dated

JUL 24 1990

PAID NA  
and Deputy  
SKAMANIA COUNTY TREASURER

Glenda J. Kimmel, Skamania County Assessor  
By: JK Parcel # 4-2-190  
4-2-15-100

CERTIFIED CORRECT AS TO CONSIDERATION,  
DESCRIPTION AND CONDITIONS.  
17/2/90

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.

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:

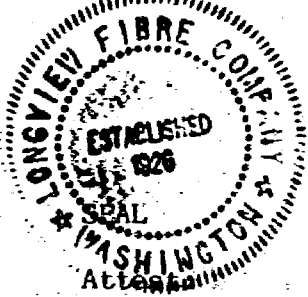
1. The right to cross and recross the premises and road at any place by any reasonable means and for any purpose in such manner as will not interfere unreasonably with use of the road.

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.



LONGVIEW FIBRE COMPANY

by David L. Bowden

Title Vice President Timber

R. G. Mc Dermott  
(Secretary)

ACKNOWLEDGMENT

State of Washington )  
County of Cowlitz ) ss.

On this 20th day of July, 1970, before me the undersigned a notary public in and for said County and State, personally appeared David L. Bowden and R. G. Mc Dermott, known to me to be the V.P. - Timber and Secretary of LONGVIEW FIBRE COMPANY, the corporation that executed the within instrument, known to me to be the persons who 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.

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

Michael M. Howard  
Notary Public for the State  
of Washington, Residing  
at Kelso  
My Commission Expires 11/1/72



