

#38750

Harold H. Standard et ux et al to U. S. Dept. of Agriculture

EASEMENT DEED & PARTNERSHIP

KNOW ALL MEN BY THESE PRESENTS, that___a partnership composed of Harold H. Stannard, Rene Meltebeke, John P. Gustafson and said persons individually and Chassie Clar Gustafson, and Gretchen Meltebeke, being the spouses of said persons, hereinafter called the "Grantor", do hereby grant and convey to the United States of America, acting by and through the Forest Service, U.S.D.A., and assigns, hereinafter called the "Government", an easement and right-of-way, including, but not limited to, the right, privilege and authority to locate, construct, re-locate, maintain, patrol and repair a roadway and electric and tele- phone transmission lines over, upon, along and across the following described real prop- erty situated in the County of Skamania, State of Washington, to-wit:

A strip of land 66 feet in width traversing the following described real property:

SW $\frac{1}{4}$ Section 17, Township 4 North, Range 5 East, W.M.

The said strip being 66 feet in width on each side of a center line with as much additional width as required for adequate protection of cuts and fills, said center line being more particularly described as follows:

Commencing on the East boundary of the unpatented placer mining claims at a point now located, thence in a Westerly direction approximately 1300 feet over and across the said placer claims traversing the North bank of the East Fork of the Lewis River, except at the quarry site now established the road grade will not exceed six (6) feet in elevation above maximum high water level for a distance of fifty (50) feet; thence continuing Westerly to the West boundary of said placer claims.

Buildings to be left undisturbed.

General Forest Service precautionary measures to be practiced in disposal of debris accumulated as a result of road construction.

The grantors reserve the right to take and remove any ore or granite on above described right of way, subject to keeping road passable at all times, and subject to requirement that grantors repair road if molested by mining operations.

Together with reasonable rights of ingress, egress and regress to and from said lands for the purposes designated.

The rights, privileges and authorities herein granted are for full use and enjoyment by the Government for any and all purposes deemed necessary or desirable in connection with the control, management and administration of the national forest, or the resources thereof, and, insofar as compatible therewith, use by the general public and the rights, privileges and authorities herein granted shall continue as long as used for the purposes granted but if for a period of 3 years the Government shall cease to use the rights, privileges and authorities for the purposes granted or shall abandon the use of the easement herein granted then, in any such events, the Grantor may terminate this easement and all rights hereunder shall revert to the holder of the fee title to the lands.

IN WITNESS WHEREOF, The Grantor has caused this instrument to be executed this 22. day of January, 1948.

(Name of Partnership)

Chassie Clar Gustafson
Spouse
Gretchen Meltebeke
Spouse

John P. Gustafson
Partner
Rene Meltebeke
Partner
H. H. Stannard
Partner

STATE OF OREGON)
COUNTY OF WASHINGTON) ss

On this 22'nd day of January, 1948, before me, a Notary Public in and for said county and state, personally appeared John P. Gustafson, Rene Meltebeke and H. H. Stannard to me personally known and known by me to be the persons constituting the partnership, operating under the firm name and style of (no firm name), and who executed the within and foregoing instrument and acknowledged to me that they signed and executed