

Swift Creek Road

Original

43777

BOOK 39 PAGE 423

EASEMENT DEED

KNOW ALL MEN BY THESE PRESENTS, that Harbor Plywood Corporation, a Delaware corporation, and the Northern Pacific Railway Company, a corporation organized and existing under the laws of the State of Wisconsin, hereinafter called the "Grantors," do hereby grant and convey to the United States of America, acting by and through the Forest Service, U.S.D.A., hereinafter called the "Government," subject to the conditions and reservations hereinafter set out, an easement and right of way for logging truck road together with the right, privilege and authority through federal agencies or private parties to locate, construct, maintain, patrol, reconstruct and repair a roadway and telephone transmission lines over, along and across the following described real property 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:

SE $\frac{1}{4}$ of SE $\frac{1}{4}$ Section 33, T. 8 N., R. 5 E., W.M.

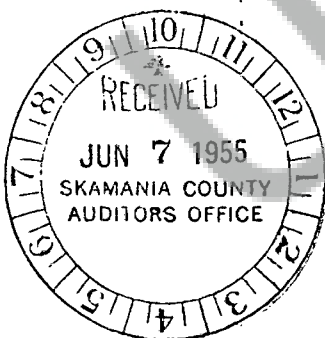
SW $\frac{1}{4}$ of NW $\frac{1}{4}$, SE $\frac{1}{4}$ of NW $\frac{1}{4}$, NE $\frac{1}{4}$ of SW $\frac{1}{4}$, SW $\frac{1}{4}$ of NE $\frac{1}{4}$, and SE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 35, T. 8 N., R. 5 E., W.M.

The said strip being 33 feet in width on each side of a center line of a road, located as shown on Exhibit A & B which is attached and made a part hereof, with as much additional width as required for adequate protection of cuts and fills, said center line being more particularly described as follows:

Beginning at a point on the south boundary of Section 33, T. 8 N., R. 5 E., W.M.; said point being 66.1 feet west of the Section corner common to Sections 33 and 34, T. 8 N., R. 5 E., and Sections 3 and 4, T. 7 N., R. 5 E., W.M.; thence N. 15° 35' E., a distance of 246.1 feet to the point of ending on the east boundary of said Section 33, which point is 237.0 feet north of the section corner common to Sections 33 and 34, T. 8 N., R. 5 E., and Sections 3 and 4, T. 7 N., R. 5 E., W.M.

The parcel of land to which the above description applies contains 0.37 acres, more or less.

Beginning at a point on the west boundary of Section 35, T. 8 N., R. 5 E., W.M., which point is 510.6 feet north of the 1/4 corner common to Sections 34 and 35, T. 8 N., R. 5 E., W.M.; thence along the arc of a 400 foot radius curve right, a distance of 182.2 feet, thence S. 74° 15' E. a distance of 1074.0 feet; thence along the arc of a 1000 foot radius curve right, a distance of 196.4 feet; thence S. 63° 00' E.,



a distance of 305.0 feet; thence along the arc of a 600 foot radius curve left, a distance of 560.2 feet, thence N. 63° 30' E., a distance of 479.3 feet; thence along the arc of a 1000 foot radius curve right, a distance of 231.3 feet; thence N. 76° 45' E., a distance of 720.5 feet; thence along the arc of a 1000 foot radius curve left, a distance of 91.6 feet; thence N. 71° 30' E., a distance of 933.9 feet; thence along the arc of a 1000 foot radius curve right, a distance of 170.2 feet; thence N. 81° 15' E., a distance of 566.6 feet to the east boundary of said Section 35, which point lies 862.8 feet north of the 1/4 corner common to Sections 35 and 36, T. 8 N., R. 5 E., W.M.

The parcel of land to which the above description applies contains 8.35 acres, more or less.

Together with reasonable rights of ingress, egress and regress to and from said lands for the purposes designated. Provided however that nothing in this instrument contained shall imply or be construed to grant any right, privilege, or authority to the Government or to any person, firm or corporation, or to the public, to use, maintain or otherwise enjoy any road or part of road of the grantors or either of them; and the grant herein made is conditioned upon and subject to the observance of and compliance with this proviso.

The Grantors reserve to themselves, their successors and assigns, the right to cross and recross said strip of land at any place or grade or otherwise by any means and for any purpose and the right to use, maintain, patrol and reconstruct said road for any purpose, in such manner as not unreasonably to interfere with the use of said roadway by the Government or its authorized users, or cause substantial injury thereto; Provided, that during periods when Grantors, their successors or assigns use said road they will perform their share of road maintenance on the portion so used, or will contribute to the cost of said maintenance, so that the road shall be left at the termination of each such use in a condition equal to that obtaining at the beginning thereof.

The Grantors reserve to themselves, their successors and assigns, all timber on said right-of-way, provided that the Government or its timber purchaser shall have the right to remove timber upon the right-of-way to the extent necessary for the construction or betterment of said road. Such timber shall be cut in logs of standard length with proper trim allowance and shall be decked horizontally along said right-of-way and shall be free from stumps, limbs or other debris. Grantors expressly reserve the right to enter upon such strip of land to remove said decked timber and remove standing timber in the usual and customary manner.

The rights, privileges and authorities herein granted are for full use and enjoyment by the Government, its contractors and timber purchasers for any and all purposes deemed necessary or desirable in connection with the control, management and administration of national forests, or the resources thereof and, so far as compatible therewith and herewith, use by the general public.

The rights, privileges and authorities herein granted shall continue as long as used for the purposes granted but if the Government shall cease for a period of five years to use the right, privileges and authorities for the purposes granted; shall abandon the use of the easement herein granted; or shall refuse to issue and continue in effect "Stipulations Governing Rights of Ingress and Egress" in accordance with rules, regulations and policies related thereto under Section 251.5(d) of Title 36 of the code of federal regulations as amended June 15, 1953 (18 F.R. 3482), and pursuant to the Act of June 4, 1897 (16 U.S.C. 478) and conforming to those for similar purposes currently being issued to others, authorizing Grantors to construct or use connecting links of the Lewis River road system which are located on national forest land for access to lands or timber owned by the Grantors; then, in such events, Grantors may terminate this easement and all rights hereunder shall revert to the holder of the fee title to the lands.

IN WITNESS WHEREOF, the Grantors have caused this instrument to be executed by their duly authorized officers and their corporate seals to be hereunto affixed this 26th day of April, 1955.

HARBOR PLYWOOD CORPORATION

By

Martin N. Deggeller
Elvin Byles

NORTHERN PACIFIC RAILWAY COMPANY

By

Stanley
W. H. McKeon
VICE PRESIDENT

Assistant Secretary

STATE OF WASHINGTON

COUNTY OF GRAYS HARBOR

) ss

On this 26th day of April, 1955, before me a Notary Public in and for said County and State, personally appeared MARTIN N. DEGGER and ELVIN BYLES to me known to be the President and Secretary respectively, of the Corporation that executed the within and foregoing instrument and each on oath acknowledged to me that such Corporation executed the same as its free and voluntary act and deed for the uses and purposes therein

mentioned, and that he was authorized to execute said instrument on behalf of the Corporation by authority of its Board of Directors, and that the seal affixed is the Corporate seal of said Corporation.

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



Eileen M. Costigan
Notary Public in and for the State of
Washington
Residing at Aberdeen
My commission expires June 4, 1956

STATE OF MINNESOTA)
COUNTY OF RAMSEY) ss

On this 27th day of May, 1955, before me a Notary Public in and for said County and State, personally appeared E. B. Stanton and HUGH McLEOD, to me known to be the VICE PRESIDENT and Assistant Secretary respectively, of the Corporation that executed the within and foregoing instrument and each on oath acknowledged to me that such Corporation executed the same as its free and voluntary act and deed for the uses and purposes therein mentioned, and that he was authorized to execute said instrument on behalf of the Corporation by authority of its Board of Directors, and that the seal affixed is the Corporate seal of said corporation.

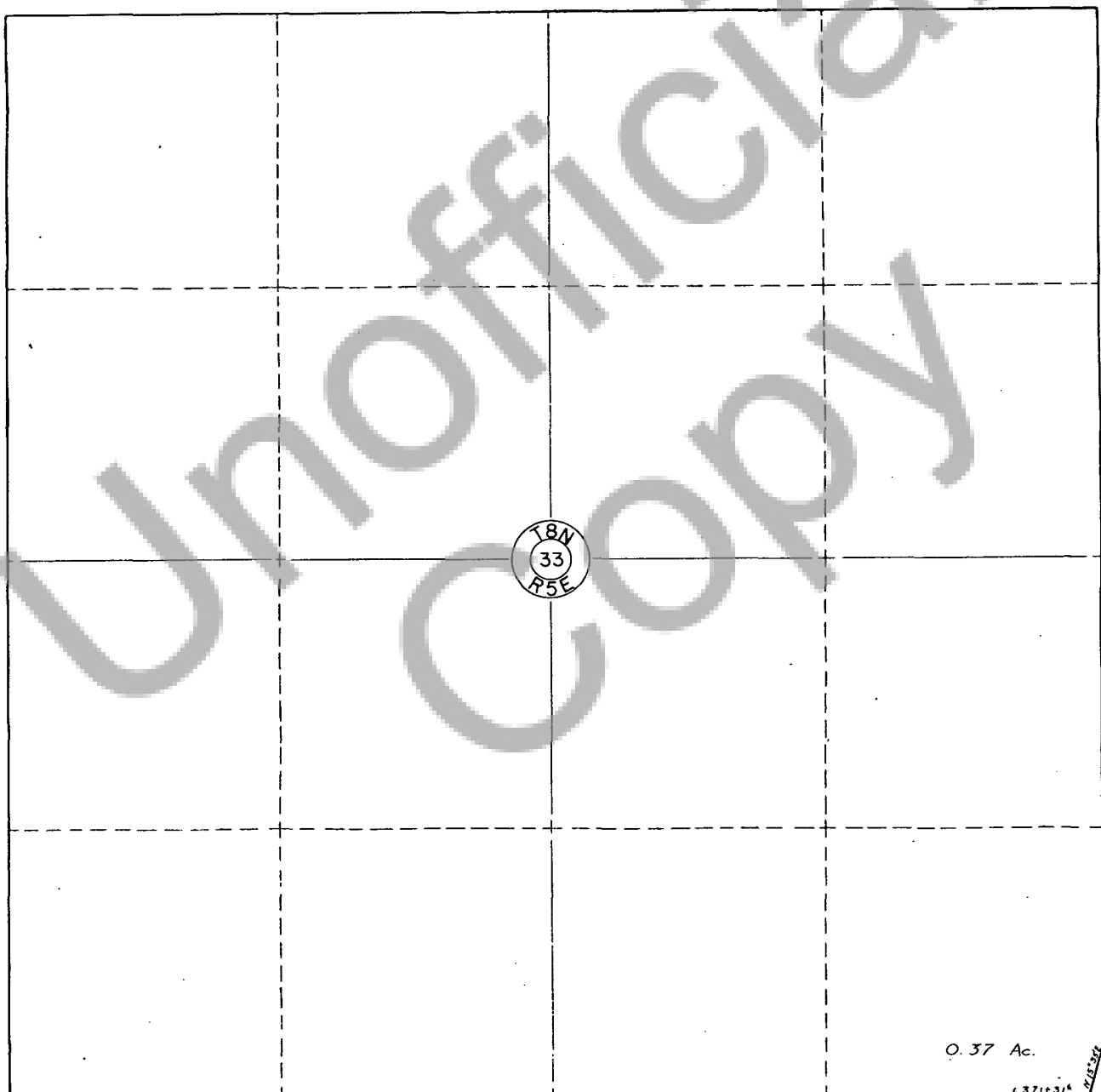
IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above mentioned.

R. A. Arneberg R. A. ARNEBERG
Notary Public in and for the State of
MINNESOTA
Residing at ST. PAUL, MINN.
My commission expires DECEMBER 29, 1960.

RIGHT OF WAY PLAT
GIFFORD PINCHOT NATIONAL FOREST

T. 8N R. 5E. W.M.
SKAMANIA COUNTY,
WASHINGTON

SCALE: 1 IN. = 400 FT.
REDUCED: 1 IN. = 800 FT.



RIGHT OF WAY PLAT

T. 8N. R 5 E. W.M.

SCALE: 1 IN. = 400 FT.

