

52967

478759

VOL 599 PAGE 285  
BOOK 44 PAGE 203EASEMENT DEED

KNOW ALL MEN BY THESE PRESENTS, that Weyerhaeuser Timber Company, a corporation organized and existing under the laws of the State of Washington, hereinafter called the "Grantor", does 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 the right, privilege and authority to locate, construct, maintain, patrol and repair a roadway and electric and telephone transmission lines over, along and across the following described real property situated in the counties of Skamania and Cowlitz, State of Washington, to-wit:

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

Lot 1, Lot 2, SE $\frac{1}{4}$  NE $\frac{1}{4}$ , Section 1, T. 7 N., R. 4 E., W.M. (Cowlitz County)

Lot 1, Section 35, T. 8 N., R. 4 E., W.M. (Cowlitz County)

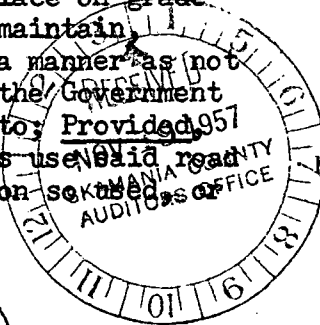
NE $\frac{1}{4}$  NE $\frac{1}{4}$  Section 7, T. 7 N., R. 5 E., W.M. (Skamania County)

The said strip being 33 feet in width on each side of a centerline of a road, located approximately as shown on Exhibits A, B and C which are attached hereto and made a part hereof, with as much additional width as required for adequate protection of cuts and fills. Said centerline may, in the discretion of the Government, vary to the extent reasonably necessary in designing and constructing the road to fit topographic conditions.

Together with reasonable rights of ingress, egress and regress to and from said lands for the purposes designated; subject to terms and conditions of an agreement of September 30, 1953, between Grantor and Harbor Plywood Corporation recorded Vol. 37 Deeds, Page 326, in Records of Skamania County.

The exact location of the road, upon construction, is hereby deemed accepted by the Grantor.

The Grantor reserves to itself, its successors and assigns, the right to cross and recross the said strip of land at any place on grade or otherwise by any means and for any purpose and to use, maintain, patrol, and reconstruct said road for any purpose in such a manner as not to unreasonably interfere with the use of said roadway by the Government or its authorized users, or cause substantial injury thereto; Provided, that during periods when Grantor, its successors or assigns use said road it will perform its share of road maintenance on the portion so used or



Cougar Creek Sale. (N 816. & N 816.1 Roads)

178759

shall contribute to the cost of said maintenance, so that its proportionate share (based on the ratio that its hauling in MBF bears to the total MBF hauled) of the cost of maintaining said road to the extent necessary to restore said road to the condition existing at the start of the use will be paid or performed.

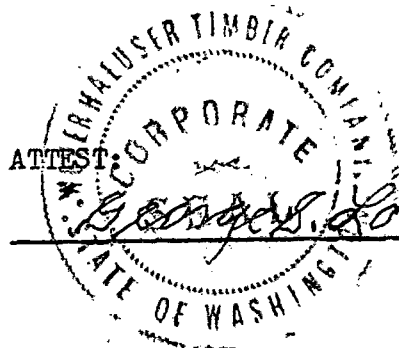
The Grantor reserves to itself, its successors and assigns, all timber on said right-of-way, provided that the Government or its timber purchasers shall have the right to remove timber upon the right-of-way to the extent necessary for construction or betterment of said road. Such timber shall be cut in logs of standard length with proper trim allowance and shall be decked horizontally along said right-of-way in locations specified by Grantor's representative and shall be free from stumps, limbs or other debris. Grantor expressly reserves 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 for any and all purposes deemed necessary or desirable in connection with the control, management and administration of the national forests or the resources thereof, and, insofar as compatible therewith, the Government may extend such rights and privileges to others; provided such use by others shall be controlled so it will not, in the opinion of the Regional Forester, interfere unduly with use of the road by the Grantor or it will not likely create or increase fire hazards in the general area, including the Grantor's property crossed by or adjacent to the road. In making any determination respecting use by the general public as provided herein, or if members of the general public use the road without right or permission, it is understood that the Government is not assuming any liability which would not otherwise exist aside from the terms of this agreement.

The rights, privileges and authorities herein granted shall continue as long as used for the purposes granted but if for a period of 5 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 by its duly authorized officers and its corporate seal to be hereunto affixed this 9<sup>th</sup> day of September, 1957.

WEYERHAEUSER TIMBER COMPANY

By *George S. Long Jr.*

Secretary

178759

VOL 599 PAGE 287

STATE OF Washington )  
COUNTY OF Pierce ) ss.

On this 9<sup>th</sup> day of September, 1957, before me a Notary Public in and for said County and State, personally appeared C. O. Weyshauser and George S. Long, Jr to me known to be the Manager - Foresting, Lands & Timber 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.

Edith Askeu  
Notary Public in and for the State of  
Washington  
Residing at Tacoma  
My Commission expires Jan 29, 1959



# RIGHT OF WAY PLAT GIFFORD PINCHOT NATIONAL FOREST

T. 7 N., R. 5 E., W.M.  
SKAMANIA COUNTY  
WASHINGTON

SCALE: 1 IN. = 800 FT.

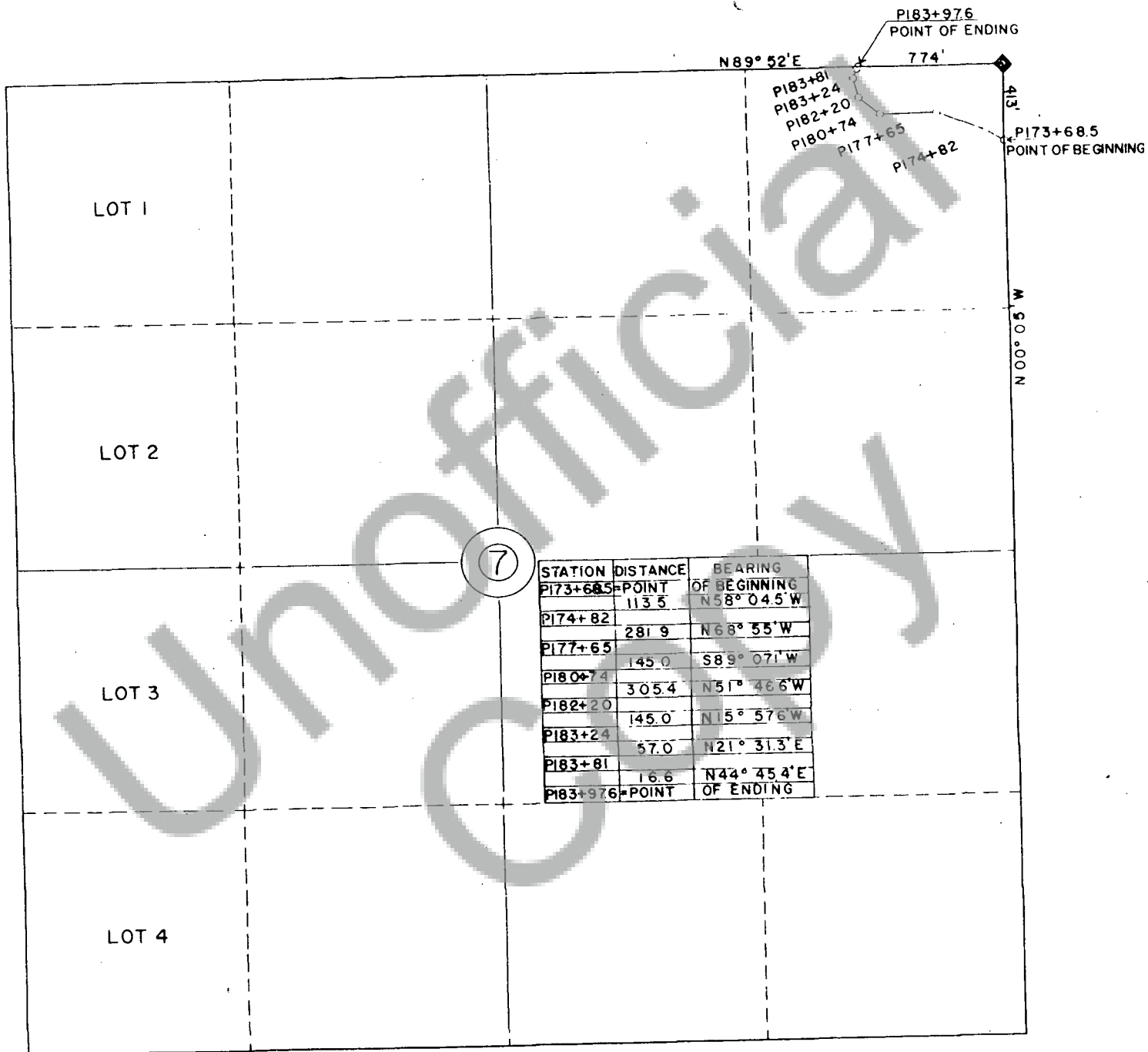


EXHIBIT "A"

178759  
RIGHT OF WAY PLAT  
GIFFORD PINCHOT NATIONAL FOREST  
T. 8 N., R. 4 E., W.M.  
COWLITZ COUNTY  
WASHINGTON  
SCALE: 1 IN. = 800 FT.

BOOK 44 PAGE 289  
VOL 599 PAGE 289

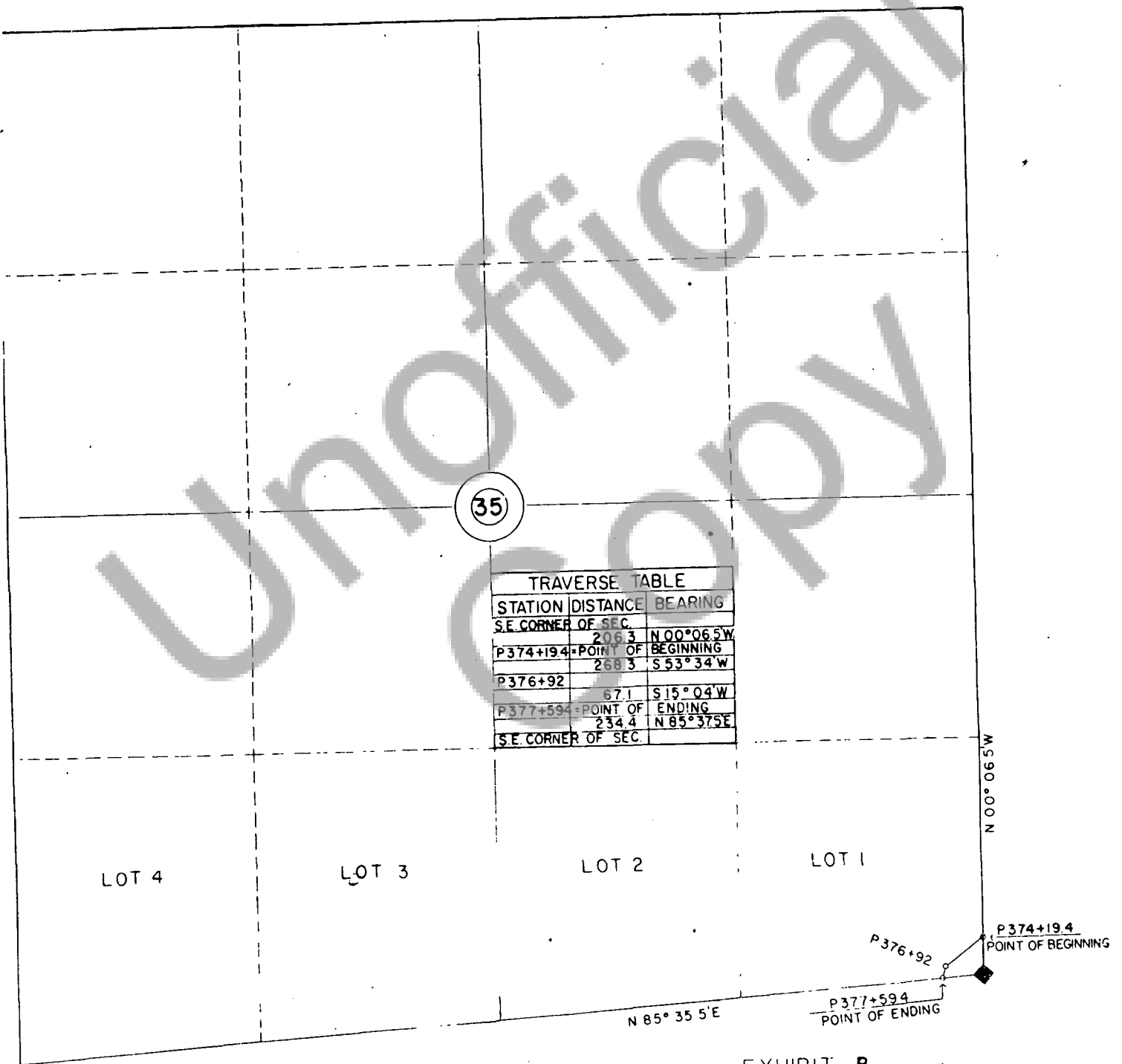


EXHIBIT B

GIFFORD PINCHOT NATIONAL FOREST

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

COWLITZ COUNTY

WASHINGTON

SCALE: 1 IN. = 800 FT.

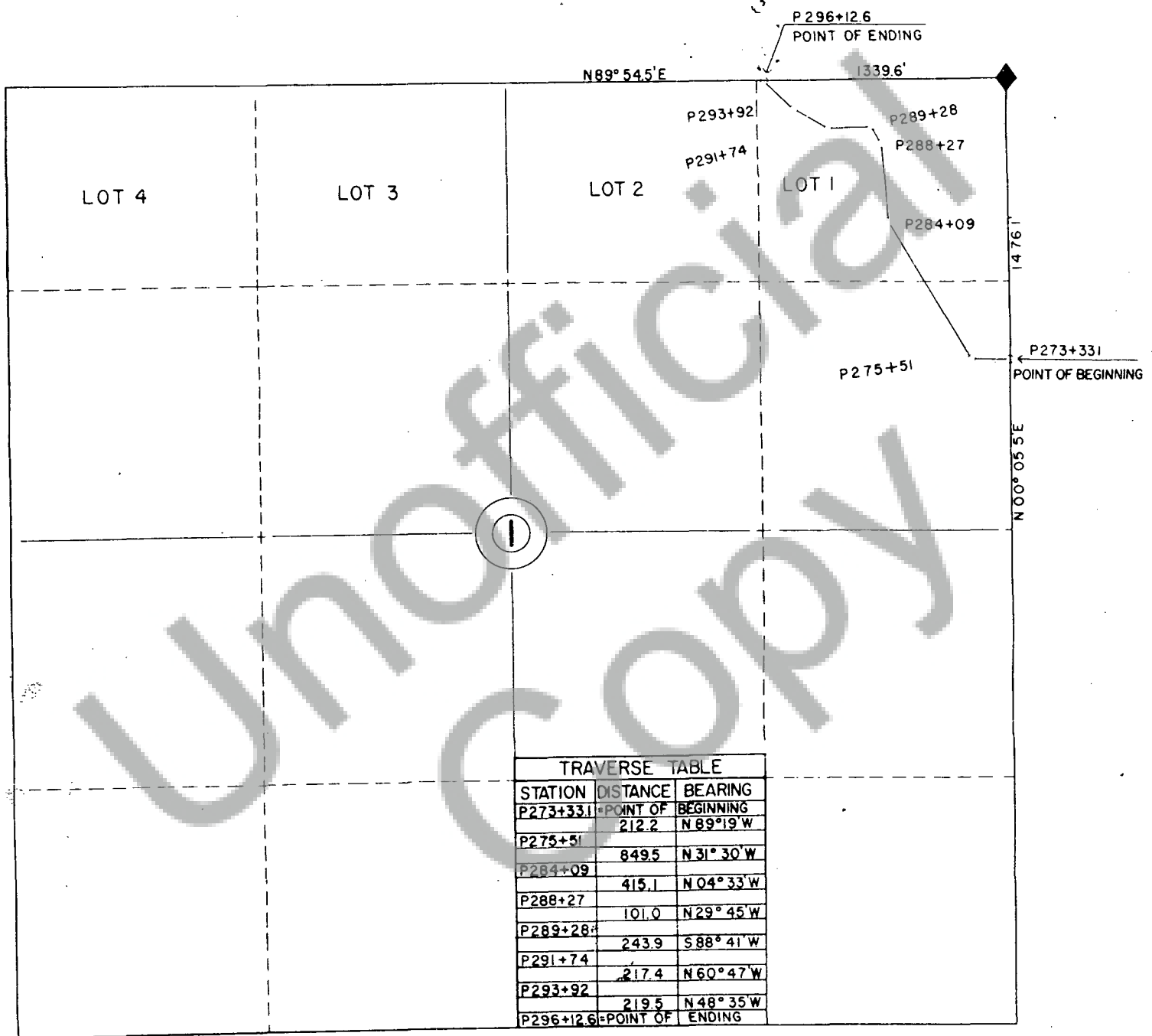


EXHIBIT C

10-21-57 9:37 a.  
U. S. Dept. of Agriculture  
Forest Service  
W. B. Dwyer