

EASEMENT DEED

KNOW ALL MEN BY THESE PRESENTS, that Longview Fibre Company, Incorporated, a corporation organized and existing under the laws of the State of Delaware, 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 County of Skamania, State of Washington, to-wit:

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

SW $\frac{1}{4}$  of Section 2, T. 7 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 approximately and designated as "ROAD TRAVERSE LINE" on Exhibit A which is attached hereto and made a part hereof, with as much additional width as required for adequate protection of cuts and fills. Said center line 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.

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 use, maintain, patrol, reconstruct and repair 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 Grantor, its successors or assigns, uses said road it will perform its 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 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 cut such timber upon the right of way to the extent necessary for the construction or betterment of said road; such timber so cut shall be disposed of in one of the following ways at the option of the Grantor:

- a. Grantor to negotiate the sale of such timber with the person who is to cut it.

- b. Grantor to require the person cutting such timber to deck the logs therefrom along the right of way for subsequent removal by the Grantor.
- c. If the person cutting the right of way timber shall be a purchaser of Government timber, Grantor may require such person to pay for the right of way timber at the same rate per MBF for each species as said person pays to the Government for timber purchased from the Government.

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 interfere unduly with use of the road by the Grantor. The rights, privileges and authorities herein granted shall continue as long as used for the purposes granted but if for a period of five 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 8<sup>th</sup> day of April, 1958.

LONGVIEW FIBRE COMPANY

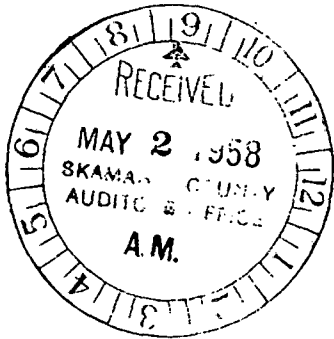
R. P. Wollenberg  
Vice President

N. H. Anderson  
Assistant Secretary

STATE OF WASHINGTON . )  
COUNTY OF COWLITZ ) ss.

BE IT REMEMBERED, that on this 8<sup>th</sup> day of April, 1958, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named R. P. Wollenberg and N. H. Anderson, both to me personally known, who being first duly sworn, did say that he, the said R. P. Wollenberg is the Vice President and he, the said N. H. Anderson, is the Assistant Secretary of Longview Fibre Company, the within named corporation, and that the seal affixed to said instrument is the corporate seal of said corporation, and that the said instrument was signed and sealed in behalf of said corporation, and said R. P. Wollenberg and N. H. Anderson acknowledged said instrument to be the free act and deed of said corporation.

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



W. V. Munderball

Notary Public for Washington

Residing at Longview

My commission expires: 8-21-59

UNOFFICIAL COPY

# RIGHT OF WAY PLAT

## GIFFORD PINCHOT NATIONAL FOREST

SEC. 2, T. 7 N., R. 5 E., W.M.  
 SKAMANIA COUNTY  
 WASHINGTON

SCALE: 1 IN. = 800 FT.

