

57180

EASEMENT DEED

BOOK

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KNOW ALL MEN BY THESE PRESENTS, that Weyerhaeuser Company, a corporation organized and existing under the laws of the State of Washington, herein called "Grantor", in consideration for One Dollar (\$1.00) the receipt of which is hereby acknowledged, does hereby grant and convey to the United States of America, acting by and through the Forest Service, U. S. D. A., and assigns, herein called "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:

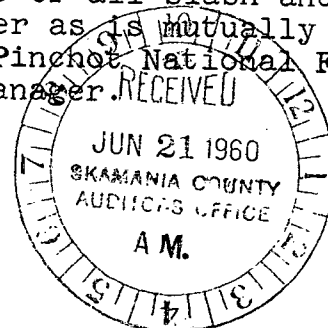
$E\frac{1}{2}$ $SE\frac{1}{4}$ and $SW\frac{1}{4}$ $SE\frac{1}{4}$ of Section 23, T. 7 N., R. 5 E., W. M.

The said strip being 33 feet in width on each side of a centerline of a road, located approximately as shown 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.

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

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 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 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.

Grantor reserves to itself, its successors and assigns, all timber on said right of way, provided that 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. Government or its timber purchasers shall dispose of all slash and debris created hereunder at such times and in such manner as is mutually agreed upon by Government's Forest Supervisor, Gifford Pinchot National Forest, and Grantor's Longview Lumber Division Logging Manager.



The rights, privileges, and authorities herein granted are for full use and enjoyment by 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, 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 Grantor or it will not be likely to create or increase fire hazards in the general area, including 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 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 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, Grantor may terminate this easement and all rights hereunder shall revert to the holder of the fee title to the lands.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its duly authorized officers and its corporate seal to be hereunto affixed this 8th day of September, 1959.

WEYERHAEUSER COMPANY

By George H. Weyerhaeuser
Vice President

Attest: Rowland C. Vincent
Assistant Secretary

STATE OF WASHINGTON }
COUNTY OF PIERCE } ss.

On this 14th day of September, 1959, before me a Notary Public in and for said County and State, personally appeared

George H. Weyerhaeuser and Rowland C. Vincent 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.

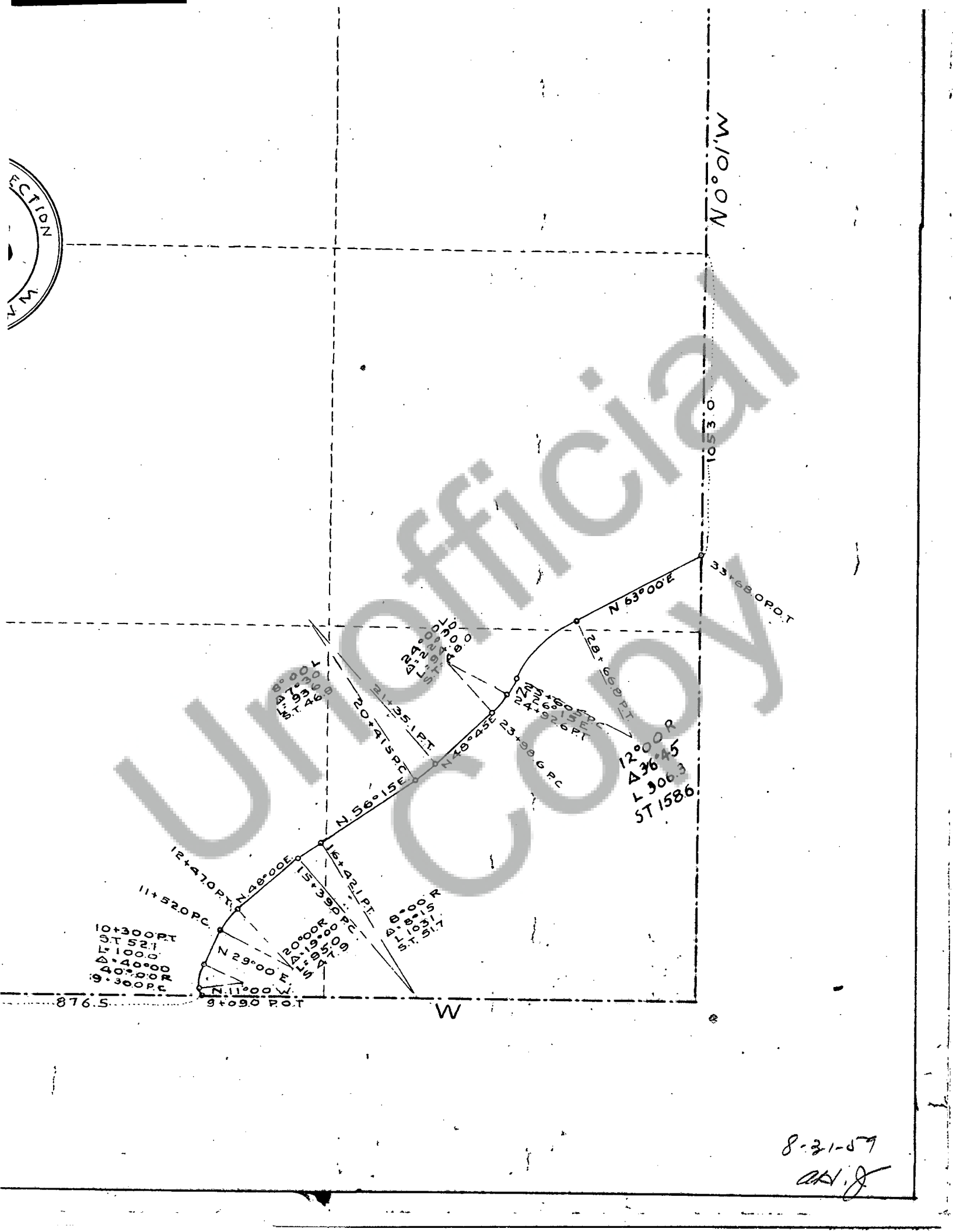
IN WITNESS WHEREOF, I have hereunto set my hand and official seal
the day and year last above mentioned.

Edward W. Mathewson
Notary Public in and for the State of
Washington.

Residing at Tacoma.

My Commission expires: 4-16-60

Unofficial Copy



8-31-57
AKJ