

RIGHT-OF-WAY EASEMENT DEED - CORPORATION
(Row Land)

THIS EASEMENT, dated this 1st day of October, 1970,
from WYREDAEMER COMPANY
a corporation of the State of Washington, hereinafter called
"Grantor", to the United States of America, hereinafter called "Grantee",

WITNESSETH:

Grantor, for and in consideration of Six Hundred Fifty and no/100
Dollars (\$650.00)
received by Grantor, does hereby grant to Grantee and its assigns, subject
to existing easements and valid rights, a perpetual easement for a road
along and across a strip of land, hereinafter defined as the "premises",
over and across the following described lands in the County of
Skamania, State of Washington.

Government Lots 1, 2, 3 and 4, Section 19, T9N, R5E, W4E.

all as shown ~~(approximately)~~ on the plat attached hereto marked Exhibit
A.

The word "premises" when used herein means said strip of land, whether or
not there is an existing road located thereon. Except where it is defined
more specifically, the word "road" shall mean roads now existing or here-
after constructed on the premises or any segment of such roads.

* ~~(Said premises shall be 30 feet on each side of the center line with such additional width as required for accommodation and protection of cuts and fills. If the road is located substantially as described herein, the center line of said road as constructed is hereby deemed accepted by Grantor and Grantee as the true center line of the premises granted. If any subsequent survey of the road shows that any portion of the road, although located substantially as described, crosses lands of the Grantor not described herein, the easement shall be amended to include the~~

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* ~~Grantee shall have the right to use the road herein~~

R6-5460-14 (9/66)



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It is agreed that the Grantor shall have the right to use the road herein-
after to be constructed for all purposes deemed necessary or desirable by
Grantor in connection with the protection, administration, management and
utilization of Grantor's lands or resources now or hereafter owned or con-
trolled, subject, however, to traffic-control regulations as Grantee may
reasonably impose under 36 C.F.R. 212.7(a) (1) and (2), the bearing of road
maintenance costs proportionate to use as provided in 36 C.F.R. 212.7(d),
and the bearing of reconstruction proportionate

additional lands traversed; if any lands described herein are not traversed by the road as constructed, the easement traversing the same shall be terminated in the manner hereinafter provided.

The acquiring agency is the Forest Service, Department of Agriculture.

This grant is made subject to the following terms, provisions, and conditions applicable to Grantee, its permittees, contractors, and assigns:

- A. Except as hereinafter limited, Grantee shall have the right to use the road on the premises without cost for all purposes deemed necessary or desirable by Grantee in connection with the protection, administration, management, and utilization of Grantee's lands or resources, now or hereafter owned or controlled, subject to such traffic-control regulations and rules as Grantee may reasonably impose upon or require of other users of the road. Grantee shall have the right to construct, reconstruct, and maintain roads within the premises.

Grantee alone may extend rights and privileges for use of the premises to other Government Departments and Agencies, States, and local subdivisions thereof, and to other users including members of the public.

- B. Grantee shall have the right to cut timber upon the premises to the extent necessary for constructing, reconstructing, and maintaining the road. Timber so cut shall, unless otherwise agreed to, be cut into logs of lengths specified by the timber owner and decked along the road for disposal by the owner of such timber.

This easement is granted subject to the following reservations by Grantor, for itself, its permittees, contractors, assigns, and successors in interest:

1. The right to cross and recross the premises and road at any place by any reasonable means and for any purpose in such manner as will not interfere unreasonably with use of the road.
2. The right to all timber now or hereafter growing on the premises, subject to Grantee's right to cut such timber as hereinbefore provided.

RIGHT OF WAY PLAT
GIFFORD PINCHOT NATIONAL FOREST
T. 9 N., R. 5 E., W.M.

It is agreed that the Grantor shall have the right to use the road herein-
after to be constructed for all purposes deemed necessary or desirable by
Grantor in connection with the protection, administration, management and
utilization of Grantor's lands or resources now or hereafter owned or con-
trolled, subject, however, to traffic-control regulations as Grantee may
reasonably impose under 36 C.F.R. 212.7(a) (1) and (2), the bearing of road
maintenance costs proportionate to use as provided in 36 C.F.R. 212.7(d),
and the sharing of the cost of construction or reconstruction proportionate
to use, as provided in 36 C.F.R. 212.11.

If for a period of five (5) years, the Grantee shall cease to use, or preserve for prospective future use, the road or any segment thereof for the purposes granted, or if at any time the Regional Forester determines that the road or any segment thereof is no longer needed for the purposes granted, the easement traversed thereby shall terminate. In the event of such nonuse or of such determination by the Regional Forester, the Regional Forester shall furnish to the Grantor, its successors, or assigns a statement in recordable form evidencing termination.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its duly authorized officers and its corporate seal to be hereunto affixed on the day and year first above written.



~~WEYERHAEUSER COMPANY~~

By [Signature]
Manager, (Title) Land Resources

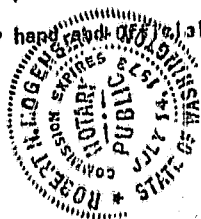
Attest: Mary J. Mosier
(Secretary)

State of Washington) ss.
County of Pierce)

County of Pierce

On this 12 day of October, 19 70, before me the undersigned, a Notary Public in and for said county and State, personally appeared R. N. Witter, Jr. and Mary B. Mosier, known to me to be the Manager, Land Resources and Assistant Secretary of Weyerhaeuser Company, the corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its bylaws ~~and the authority of its officers and directors~~

WITNESS my hand and official seal,



Notary Public In and for said
County and State.

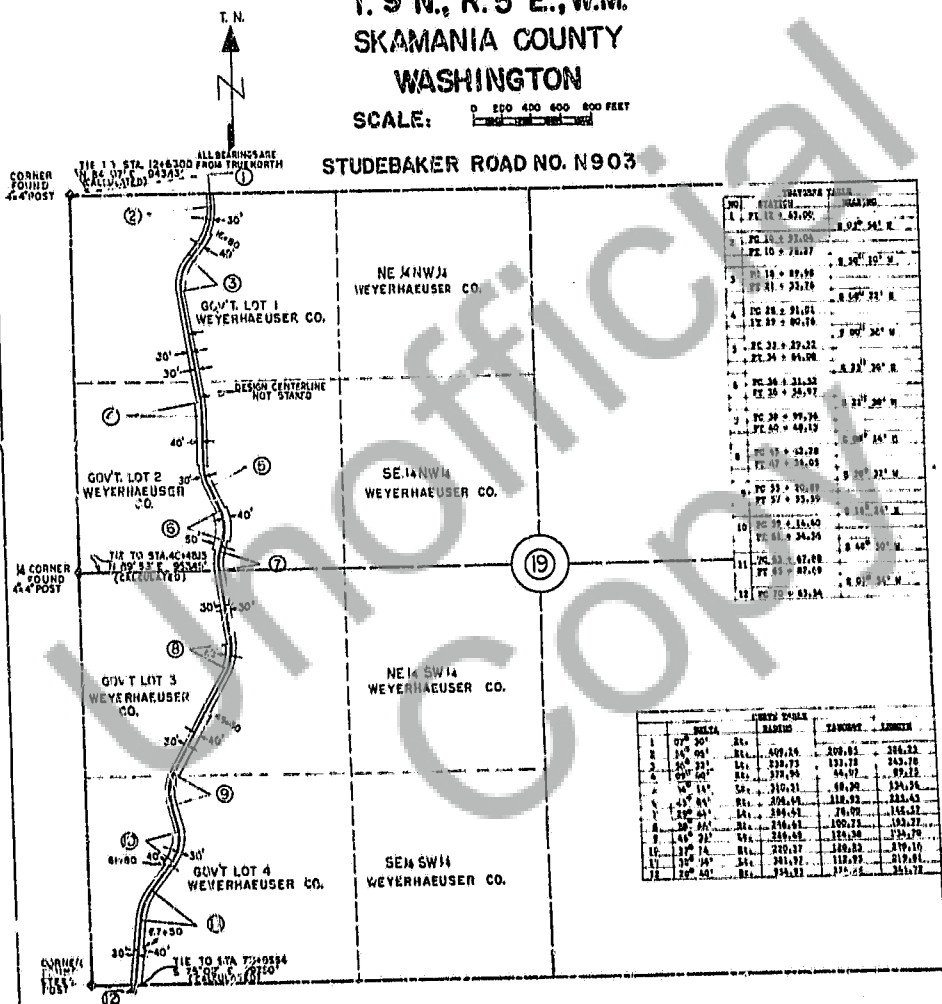
My commission expires July 14, 1973

RIGHT OF WAY PLAT
GIFFORD PINCHOT NATIONAL FOREST

T. 9 N., R. 5 E., W.M.
SKAMANIA COUNTY
WASHINGTON

SCALE: 0 200 400 600 800 FEET

STUDEBAKER ROAD NO. N903



RECEIVED BY: CHIEF DATE: 8/68
METHOD: STAFF CONFERENCE DATE: 10/68
DRAFT BY: NICK CARROLL
TOTAL JOURNAL OF THE BUREAU OF THE ARMY

EXHIBIT A

ADMITTED BY Life Insurance DATE 7/13/77