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RIGHT-OF-WAY BASEMENT DEED CORPORATION  
(Real Land)

THIS BASEMENT, dated this 12th day of June,

1972 from Weyerhaeuser 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 \$10.00 (Ten and no/100 Dollars) 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.

The NW<sup>1/4</sup> of NW<sup>1/4</sup>, Section 21, Township 10 North, Range 6 East, Willamette Meridian.

all as shown 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 hereafter constructed on the premises or any segment of such roads.

Said premises shall be 53 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 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, remove and sell timber upon the premises as necessary to the proposed road construction and without compensation to the Grantor pending the completion of the Green River land exchange. All such timber shall receive separate identification for scaling by the Puget Sound Log Scaling Bureau with a listing of logs by species and grade furnished to the Grantor, at its office in Longview, Washington, on or before the 10th day of each month for all removals for the previous calendar month.

It being understood and agreed by the parties hereto that all such timber shall be felled and bucked in such a manner as to achieve maximum grade and utilization.

C. It is understood that the timber located upon the premises has been evaluated and included within the pending Green River land exchange, and that at such time as the land exchange is consummated, title to said premises and the timber thereon shall be vested in the Grantee.

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.

3. In the event the Green River land exchange is not completed within one year following cutting of the timber upon the premises, the Grantee at Grantor's request shall credit the value of the right-of-way logs toward the Grantor's proportionate share of the cost of construction, as provided in 36 C.F.R. 212.11. The credit shall be based on the log values set forth on the attached Exhibit B.

It is agreed that the Grantor shall have the right to use the road hereinafter 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 controlled, 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 . \*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.

1481 WEYERHAEUSER COMPANY

No. ....

TRANSACTION EXCISE TAX

AUG 16 1972

Amount Paid 3 Amount 3  
Michael J. Moore  
Skamania County Treasurer

By R. Hettich (Title)  
Manager, Land Resources

Mary S. Moore  
Assistant Secretary



STATE OF WASHINGTON }  
 PIERCE } ss.  
 COUNTY OF ~~xxxx~~ }

On this 14<sup>th</sup> day of June, 1972 before me personally appeared R. N. Witter, Jr. and Mary B. Mosier, to me known to be the Manager, Land Resources and Assistant Secretary, respectively, of Weyerhaeuser Company, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

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

*John M. Thompson*  
 Notary Public in and for the State of  
 Washington, residing at Tacoma

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RIGHT OF WAY PLAT

GIFFORD PINCHOT NATIONAL FOREST

SEC. 21, T.10 N., R.G.E., W.M.  
SKAMANIA COUNTY, WASHINGTON

PROJECT: RYAN LAKE ROAD NUMBER 118  
TRANSIT-STABIA SURVEY BY: D. COWLES, DATE: 10/6/76  
R/W AREA: 4.19 ACRES

APPROVED \_\_\_\_\_ DATE \_\_\_\_\_

PC	6+17.4	S 02°10' W
PT	7+58.2	curve "1
PC	9+39.0	S 29°03' W
PT	10+30.4	curve "2
PC	12+27.7	S 11°35' W
PT	13+54.6	curve "3
PC	14+65.9	S 25°25' E
PT	15+40.4	curve "4
PC	16+57.0	S 13°15' W
PT	17+20.4	curve "5
PC	17+41.0	S 33°45' E
PT	18+00.7	curve "6
PC	18+45.6	S 16°54' W
PT	19+04.1	curve "7
PC	19+34.0	S 15°06' E
PT	21+04.3	curve "8
PC	23+66.0	S 19°19' W
PT	24+21.3	curve "9
PC	26+47.5	S 04°30' W
PT	27+04.0	curve "10
PC	27+78.0	S 15°17' W
PT	30+34.0	curve "11
PC	31+05.1	S 21°25' E
PT	32+07.4	curve "12
PC	33+03.5	S 22°40' W
PT	34+55.1	curve "13
PC	36+24.7	S 12°24' W

ORIGIN OF BEARINGS: MAGNETIC COMPASS  
DECLINATION: 2°40' E (10/6/76)

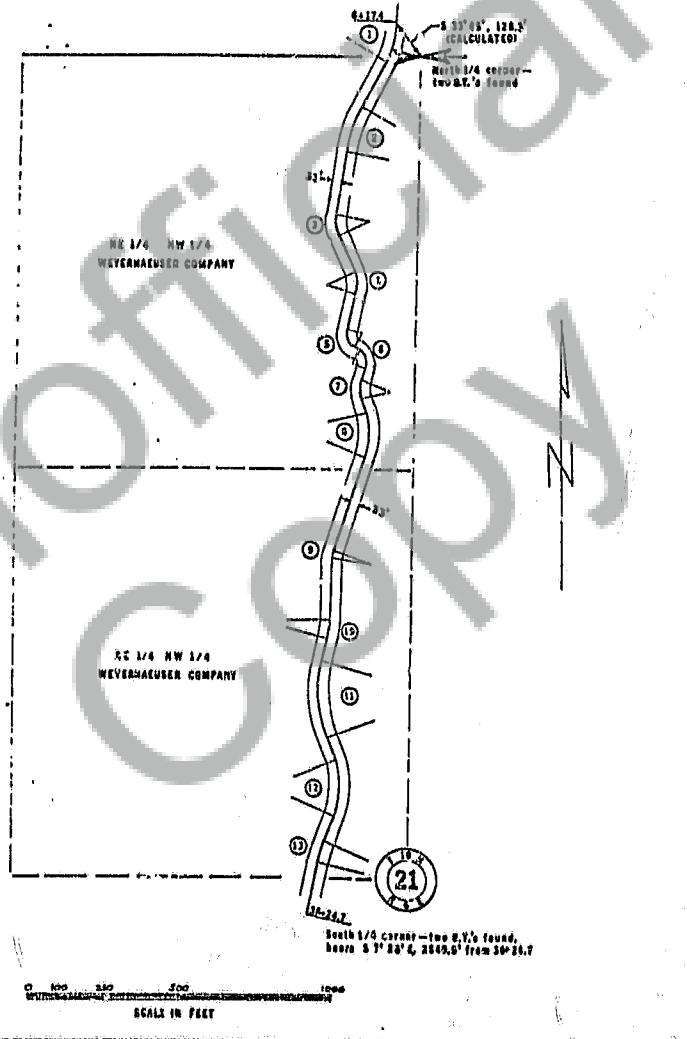


EXHIBIT A

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Species	Grade	Value per MBF
Douglas Fir	1 Peeler	\$153.00
	2 Peeler	135.00
	3 Peeler	108.00
	Special Mill	97.00
	1 Saw	97.00
	2 Saw	87.00
	3 Saw	64.00
	Fiber	1.00
Hemlock and White Fir	3 Peeler	\$ 90.00
	Specia <sup>l</sup> Mill	72.00
	1 Saw	83.00
	2 Saw	63.00
	3 Saw	50.00
	Fiber	1.00
Cedar	1 Saw	\$120.00
	2 Saw	85.00
	3 Saw	43.00
	Fiber	1.00
Noble Fir	3 Peeler	\$178.00
	Special Mill	123.00
	1 Saw	163.00
	2 Saw	98.00
	3 Saw	63.00
	Fiber	1.00

Exhibit B