

DEED RECORD X

SKAMANIA COUNTY, WASHINGTON

Approved: Geo. J. Kelly
Agt.

Approved as to form
Griffith, Peck & Coke
By Earl S. Nelson

Filed for record May 15, 1934 at 3-41 p.m. by Grantee.

Mabel J. Asse
Skamania Co. Clerk-Auditor.

#19450

Weyerhaeuser Timber Co. to U. S. Dept. of Agriculture.

Weyerhaeuser Timber Company, Tacoma, Washington.

Right of Way Easement.

This Indenture, Made this 28th day of June, 1933, between Weyerhaeuser Timber Company a corporation of Tacoma, Washington, party of the first part, and the Secretary of the United States Department of Agriculture, for and in behalf of the United States of America, party of the second part, witnesseth:

That for and in consideration of the sum of One Dollar (\$1.00) to it in hand paid, the receipt whereof is hereby acknowledged, the party of the first part does hereby GIVE and GRANT unto the United States of America, a right of way easement not to exceed forty (40) feet in width, for a road over and across the Fractional Northeast Quarter (NE $\frac{1}{4}$); South Half of the Northwest Quarter (S $\frac{1}{2}$ of NW $\frac{1}{4}$); and Lot Three (3) in Section Twenty-seven (27), and the Southwest quarter of the Northwest Quarter (SW $\frac{1}{4}$ of NW $\frac{1}{4}$) and Lots One (1), Three (3), Four (4) and Nine (9) in Section Twenty-five (25), all in township seven (7) North, Range Five (5) East of W. M., in Skamania County, Washington.

The said right of way hereby granted is for the construction, maintenance and full, free and quiet use and enjoyment by the United States of America, for any and all purposes by them desired or deemed necessary or beneficial for or in connection with the control, administration or use of the National Forests or the resources thereof, of a road forty (40) feet in width traversing the above described premises in the courses and directions shown on the plat marked "Exhibit A" which is attached hereto and made a part of this instrument and further identified by the signature of E. J. Murnen. The party of the second part shall construct and maintain a gate across said road and said road shall be closed to public travel during periods of exceptional fire hazard as determined by the Regional Forester, except to such persons as receive permission from the party of the second part to use said road, it being understood and agreed that the duly authorized representatives of the party of the first part shall have full, free and unrestricted use of said road at all times.

The party of the second part shall at all reasonable times have the right to enter for the purpose of constructing, repairing, maintaining and patrolling said road, doing as little damage as possible.

All timber now standing or being on said right of way is and shall remain the property of the first party, its successors and assigns, and the said party of the first part expressly reserves to itself, its successors and assigns, the right to enter upon the said right of way and to cut and remove said timber in the usual and customary manner, and the said party of the first part further expressly reserves to itself, its successors and assigns, the right to use and occupy and to freely pass over, upon and across said right of way, at grade or otherwise, with logging roads, railroads and all other ways and means necessary or convenient for and which generally are usual and customary for hauling logs, timber and forest products, and it is mutually understood and agreed between the parties hereto that in the exercise by the party of the first part of said reserved rights the party of the first part shall