

DEED RECORD Y

SKAMANIA COUNTY, WASHINGTON

PIONEER PRINT, STEVENSON, WASH.

the UNITED STATES OF AMERICA, upon and subject to the conditions hereinafter contained, an easement for the construction, maintenance and use of a truck road upon and along the following described parcels of land, situated in Lewis County, in the State of Washington, to-wit:

A strip of land over and across Lot Five (5) of Section Ten (10), Township Eleven (11) North, Range Six (6) East, W.M., forty (40) feet in width, being twenty (20) feet on each side of the following described centerline:

Beginning at a point in the East boundary line of said Lot 5, approximately 1520 feet North of the Southeast corner thereof and running thence N 84° 00' W a distance of approximately 100 feet; thence S 85° 00' W 100 feet; thence West 390 feet; thence S 73° 00' W 355 feet; thence S 19° 00' W 123 feet.

Upon condition, however, that all standing, merchantable timber upon said right of way above described that is cut or destroyed in the construction of said road shall become the property of and be paid for by the grantee herein at the rates of Three and No/100 (\$3.00) Dollars per M feet for Fir, Cedar and Spruce and One and No/100 (\$1.00) Dollars per M feet for Hemlock timber and upon the further condition that any and all timber standing or being upon said right of way which is not cut or destroyed at the time of the building and construction of said road, shall be and remain the property of the grantor, its successors and assigns; together with the right to enter upon and to cross said right of way for the purpose of cutting and removing said timber therefrom or from adjacent lands of which the party of the First Part is now or may hereafter become the owner, without injury or damage to said road, or unduly interfering with travel thereon; and on further condition that any and all brush, tops, limbs and refuse on said right of way during the building of said road shall be by the said second party properly piled and burned without damage to adjoining timber or property.

Said easement is subject to any and all existing rights of way and easements for public highways, railways, telegraph and telephone lines.

TO HAVE AND TO HOLD the said described strip of land unto the United States of America for the purpose as hereinbefore set forth only, and it is understood and agreed by and between the parties hereto, and hereby made a condition of this grant, that in the event the said United States of America shall vacate or abandon the use of said strip of land, or any thereof, the said strip of land, or the portions thereof so vacated or abandoned, shall revert unto the Milwaukee Land Company, its successors and assigns, free from all easements for rights hereby granted.

IN WITNESS WHEREOF, the party of the First Part has caused these presents to be executed in its name by its President, and its corporate seal to be hereunto affixed the day and year in this instrument first written.

(Corporate seal affixed)

Milwaukee Land Company,

Attest:

By W. W. K. Sparrow
President

F. W. Burtness
Secretary

WFS.

State of Illinois)
) ss.
County of Cook)

On this 8th day of April, A.D., 1936, before me personally appeared W. W. K. Sparrow, to me known to be the President of the Milwaukee Land Company, the corporation that executed the within and foregoing instrument, and acknowledged the 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 he was 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 in this certificate first above written.