

94431

BOOK 81 PAGE 363

G2-264

RIGHT-OF-WAY EASEMENT DEED

This Easement, dated this 10th day of June 1982, from WEYERHAEUSER COMPANY, a corporation of the State of Washington, hereinafter called "Grantor" to UNITED STATES OF AMERICA, hereinafter called "Grantee."

WITNESSETH:

GRANTOR, for and in consideration of Seven Hundred Fifty and No/100's Dollars (\$750.00), 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 or across a strip of land, hereinafter defined as "premises," over and across the following described lands in the County of Skamania, State of Washington:

Government Lots 3 and 20 of Section 18, Township 10 North, Range 6 East, W.M.

All as shown approximately in red 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 60 feet southerly of and 40 feet northerly of the centerline with such additional width as required for accommodation and protection of cuts and fills. If the road is located substantially as described herein, the centerline of said road as constructed is hereby deemed accepted by Grantor and Grantee as the true centerline 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:

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.

Transaction in compliance with County subdivision ordinances.
Skamania County Assessor - By: J. J. J.

TRANSACTION EXCISE TAX

JUL 22 1982

Amount Paid

Skamania County Treasurer

By: J. J. J.

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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.

2. 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 unreasonably interfere with use of the road.
2. The right to all timber now and hereafter growing on the premises subject to the Grantee's right to cut such timber as hereinbefore provided.

The Grantor and Grantee specifically agree that the easement herein granted is in consideration for and represents the Grantor's proportionate share of the road planned for construction thereon by the Grantee. It is further agreed that the Grantor may use the road when constructed subject to compliance with traffic control regulations and rules as provided in 36 CFR 261.12, and when used for commercial hauling the bearing of road maintenance costs only, proportionate to use as provided in 36 CFR 212.7(d).

If the Regional Forester determines that the road, or any segment thereof, is no longer needed, the easement traversed thereby shall terminate. The termination shall be evidenced by a statement in recordable form furnished by the appropriate Regional Forester to the Grantors or their successors or assigns in interest.

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]*
Forest Land Use Manager

Attest: *[Signature]*
Assistant Secretary

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6/1/82

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STATE OF WASHINGTON }
COUNTY OF KING } ss.

On this 10th day of June, 1982, before me personally
appeared D. W. Wilbur and
Robert N. Mogensen, to me known to
be the Forest Land Use Manager 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.

[Signature]
Notary Public in and for the State of
Washington, residing at Federal Way.

NOTARY PUBLIC, SS.
I HEREBY CERTIFY THAT THE WITHIN

WRITING WAS BY
Clark County Title Co.
Vancouver, Wa
10:00 AM, July 22, 1982

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Reeds 363-366

Gary M. Olson
D. Babcock

01/1127/1/s1
5/27/82

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S&S
SURVEYING COMPANY

RIGHT OF WAY PLAT GIFFORD PINCHOT NATIONAL FOREST

SEC. 18, T. 10 N., R. 6 E., W.M.

SKAGANAWA COUNTY

WASHINGTON



SCALE:



PROJECT NAME: GREEN RIVER
PROJECT NUMBER: 25
SURVEYED BY: JAMES CARROLL
DATE OF SURVEY: 1999
METHOD OF SURVEY: TRANSIT & LEVEL-CLOSED LOOP
R/W ACRES: 2.52

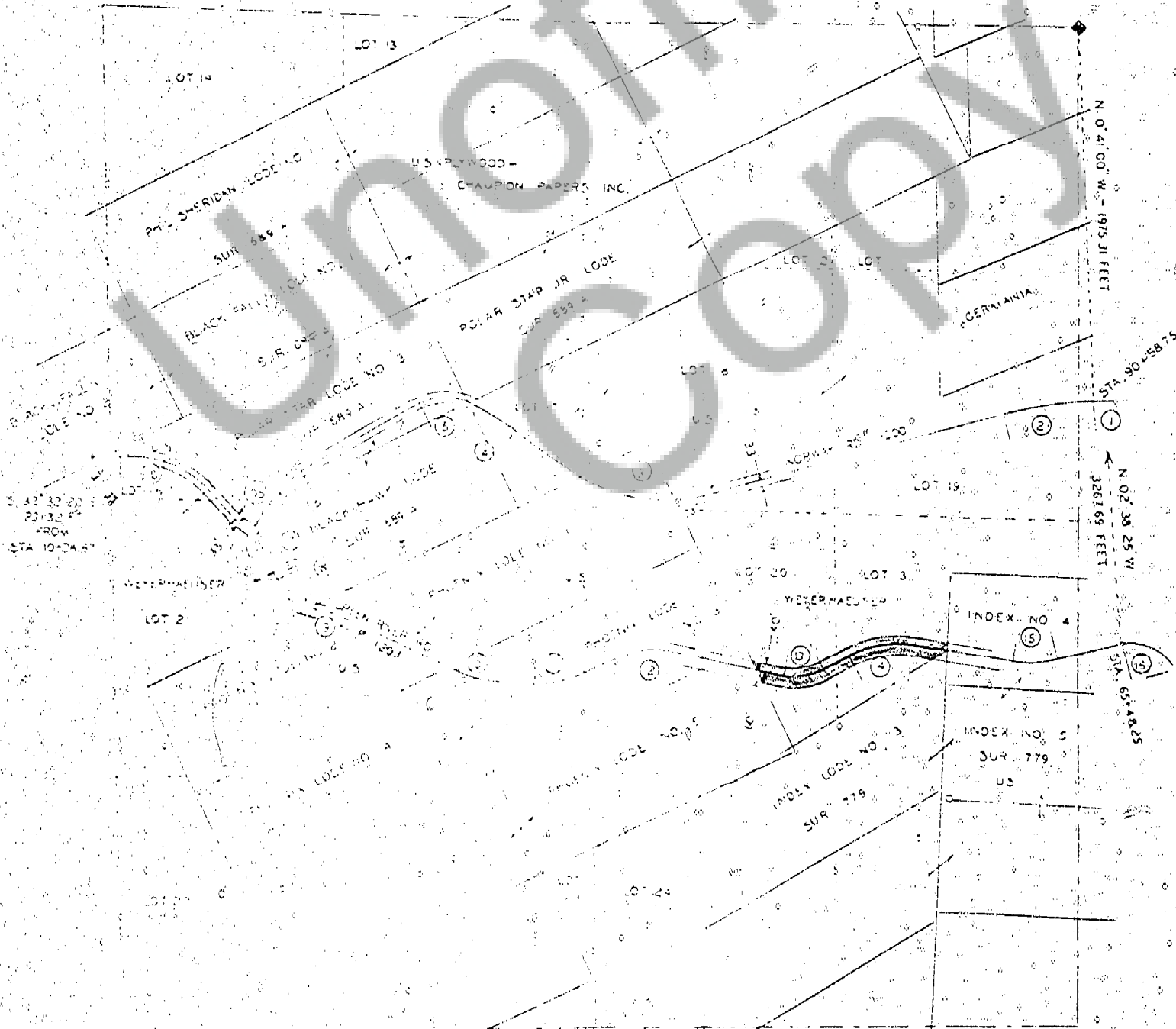


EXHIBIT A

APPROVED BY: *[Signature]* 4/2/01
FOREST ENGINEER