

FILED FOR RECORD
SKAMANIA CO. WASH
BY USDA

117062
USDA Forest Service

4.5.5.
AUG 19 12 45 PM '93

W. Olson
AUDITOR
GARY M. OLSON

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5460

Green River Trail, No. 213

RIGHT-OF-WAY EASEMENT DEED

THIS EASEMENT, dated this 14th day of June, 1993, 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 \$721.00, the receipt of which is hereby acknowledged, does hereby grant and convey to Grantee, its heirs, and assigns, a perpetual easement for a trail over and across the following described lands in the County of Skamania, State of Washington:

016034

REAL ESTATE EXCISE TAX

AUG 19 1993

PAID by Deputy
of Deputy

SKAMANIA COUNTY TREASURER

The said easement is in conformity with and located upon the ground according to the survey line, figures, measurements, widths, and other references shown on the plat hereto attached and made a part hereof.

The acquiring Agency is the Forest Service, U.S. Department of Agriculture.

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

This easement is made subject to the following terms and conditions, Provided, that nothing herein contained shall obligate the Grantee beyond the extent of available authorized appropriations, or contrary to the rules, regulations, and laws applicable to the Grantee:

1. The condition that the Grantee will close the trail to public use when Grantor is conducting timber harvesting operations that would endanger trail users, Provided, Grantor furnishes temporary alternate locations for the trail satisfactory to the Grantee; provided further, the closure will be made effective and alternate locations marked within 15 days of receipt of a written request from the Grantor; and provided further, the Grantor shall restore the trail to the same condition that immediately preceded said closure.

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Registered b

Indexed, Dir

Indirect p

Filmed

Mailed

Glenda J. Kimmel, Skamania County Auditor
By AP
Parcel # 10-5-1300
10-6-1500

8-19-93

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2. The condition that no building, structure, or improvements of any kind shall be constructed, erected, or moved on the easement area, providing that nothing contained herein shall be interpreted to preclude the right to cross the easement with a road, telephone line, electric transmission line, water pipeline, sewer line, or other utility line normally used in the development for residential or commercial use.

3. The condition that no signs, billboards, outdoor advertising structure, or advertising of any kind will be erected or displayed on the easement area by the Grantor; Provided, Grantor may erect signs required by applicable laws and regulations of the State of Washington.

4. The condition that no trash, garbage, sewage, or any unsightly or offensive material shall be placed on the easement area by the Grantor.

5. Grantee shall remove all trash, garbage, or any unsightly or offensive material resulting from the public use of the trail.

6. Grantee shall take reasonable measures intended to prevent trespassing or unauthorized use of Grantor's adjacent land.

This easement is made subject to the following reservations by the Grantor, its heirs, and assigns:

1. The right to use the trail or any segment thereof, subject only to compliance with regulations and rules as provided in 36 CFR 261.12.

2. The right to cross and recross the easement and trail at any place by any reasonable means and for any purpose in such manner as will not unreasonably interfere with use of the trail by the United States, its authorized users, and assigns.

3. The right to all timber now or hereafter growing on the easement subject to Grantee's right to cut timber on the easement to the extent necessary for constructing, reconstructing, and maintaining the trail. Timber so cut shall, unless otherwise agreed to, be cut into logs of lengths specified by the Grantor and left along the trail for disposal by the Grantor.

If at any time, the Regional Forester determines that the trail, or any segment thereof, is no longer needed, the easement traversed thereby shall terminate. In the event of such determination, the Regional Forester shall furnish to the Grantor, its successors, or assigns, a statement in recordable form evidencing termination.

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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: D. W. Wilbur

Title: Forest Land Use Manager

By: Pamela M. Redmon

Title: Assistant Secretary

ACKNOWLEDGMENT

STATE OF WASHINGTON

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) ss

COUNTY OF KING

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On the 14th day of June, 1993, before me personally appeared D. W. Wilbur, Forest Land Use Manager

and Pamela M. Redmon, 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.

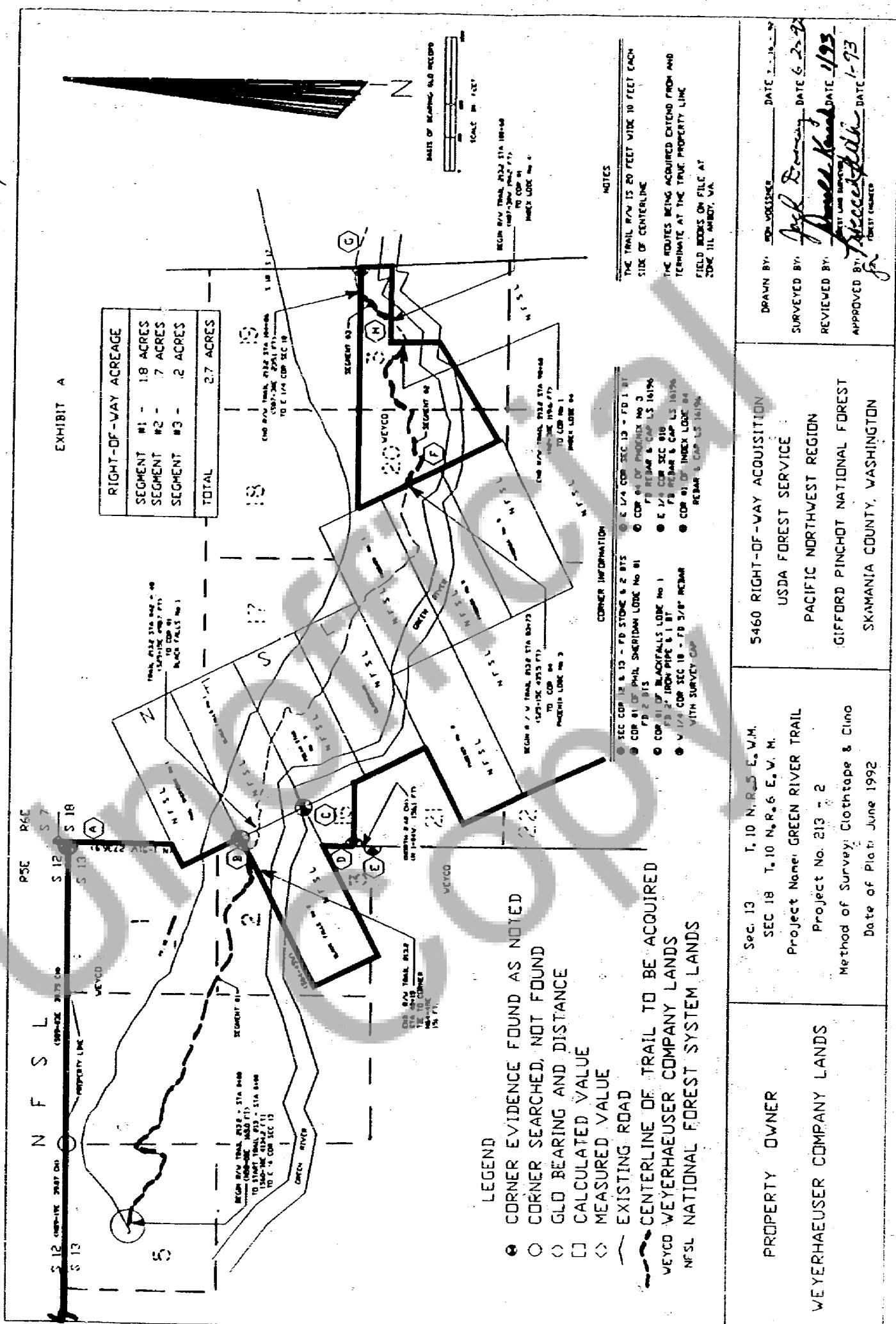
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

G.W. BJORKE
STATE OF WASHINGTON
NOTARY PUBLIC
My Commission Expires 3-20-96

Notary Public in and for the State of Washington
Residing at Seattle
My commission expires March 20, 1996

(Seal)

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TRAVERSE POSITIONS FOR GREEN RIVER TRAIL #213-2

STATION No.	AZ.	DIST. (ft.)	STATION No.	AZ.	DIST. (ft.)	STATION No.	AZ.	DIST. (ft.)	STATION No.	AZ.	DIST. (ft.)
<u>BEGIN R/W</u>											
0+00			12+50			35+00			90+65		
0+32	104	32	12+90	110	40	35+50	123	50	91+50	119	65
0+48	85	16	13+45	152	55	36+15	123	65	91+75	116	25
0+60	81	12	13+85	150	40	36+75	129	60	92+15	78	40
0+90	107	30	14+55	102	70	37+57	128	82	92+50	26	35
1+35	0	45	14+85	99	30	37+80	129	23	92+90	23	40
1+55	84	20	15+10	96	25	38+00	136	20	93+40	40	50
1+80	123	25	15+30	98	20	38+14	162	14	94+10	35	70
2+05	141	25	15+75	93	45	38+33	218	19	94+50	64	40
2+25	135	20	16+10	120	35	38+60	204	27	94+60	56	10
2+65	128	40	17+30	114	120	38+82	155	22	94+80	108	20
3+25	121	60	17+75	129	45	39+05	135	23	95+01	107	21
4+15	125	90	18+30	140	55	39+50	97	45	95+30	73	29
4+95	136	80	18+56	141	26	40+00	8	50	96+00	82	70
5+35	133	40	19+25	96	69	40+15	75	15	96+45	62	45
5+62	101	27	20+00	107	75	<u>End R/W</u>			96+65	65	20
5+90	127	28	20+55	103	55				96+98	113	33
6+85	102	95	21+90	112	135	<u>Begin R/W</u>			97+65	133	67
7+25	133	40	23+05	103	115	83+73			98+10	123	45
7+55	80	30	23+45	157	40	83+95	103	22	98+30	153	20
8+20	16	65	24+80	103	135	84+25	99	30	98+60	159	30
8+45	18	25	25+20	104	40	84+55	57	30	<u>End R/W</u>		
9+15	1	70	25+85	109	65	84+67	97	12			
9+35	62	20	26+60	100	75	85+00	156	33			
9+90	358	55	27+05	125	45	85+32	110	32	<u>Begin R/W</u>		
10+15	17	25	27+80	113	75	85+55	75	23	100+60	78	40
10+45	35	30	28+55	117	75	85+75	142	20	101+00	64	45
10+56	63	11	29+30	121	75	86+45	157	70	101+45	60	50
10+75	154	19	30+05	130	75	86+95	120	50	101+95	55	35
10+94	156	19	30+80	113	75	87+45	85	50	102+30	65	40
11+22	97	28	31+50	91	70	87+95	38	50	102+70	47	25
11+40	79	18	32+20	84	70	88+25	41	30	102+95	62	30
11+55	135	15	33+45	80	125	88+40	56	15	103+25	41	25
11+83	171	28	33+83	81	38	88+75	118	35	103+50	43	60
12+10	169	27	34+40	62	57	89+45	70	70	104+10	19	22
	128	40		103	60	90+15	66	70	104+32	85	23
							78	70	104+55	73	31
									104+86		
									<u>End R/W</u>		

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