

WHEN RECORDED MAIL TO:

USDA Forest Service
Columbia River Gorge NSA
902 Wasco Avenue, Suite 200
Hood River, OR 97031

MAIL TAX STATEMENTS TO:

USDA Forest Service
Columbia River Gorge NSA
902 Wasco Avenue, Suite 200
Hood River, OR 97031

5272 18959

BLM Serial No. OR 50343 (WA)
GIP No. 121 (CRGNSA)

123482

WARRANTY DEED

BOOK 152 PAGE 832

BROOKINGTON LUMBER CO., a Corporation of the State of Washington, Grantor, for and in consideration of National Forest System land under the provisions of Sec. 9 of the COLUMBIA RIVER GORGE NATIONAL SCENIC AREA ACT of November 17, 1986 (100 Stat. 4274; 16 USC 544g), for and in consideration of an exchange of National Forest System land, the receipt of which is hereby acknowledged, and a cash equalization payment of FIFTY THOUSAND DOLLARS (\$50,000) being paid by the Grantee to the Grantor, does hereby convey and warrant unto the UNITED STATES OF AMERICA Grantee, and its assigns, all of the following described real property in the Counties of Skamania and Klickitat, State of Washington, free of encumbrances except as specifically set forth herein:

Willamette Meridian, Washington

Skamania County:

AcresT. 3 N., R. 9 E.,

sec. 5, lot 4, SW1/4NW1/4, and W1/2SW1/4;	159.69
sec. 6, lot 1 and SE1/2SE1/4;	119.65
sec. 7, NE1/4NE1/4;	80.00
sec. 21, E1/2NW1/4 and SE1/4SE1/4,	106.52

EXCEPTING THEREFROM, a parcel of land situate in the NE1/4NW1/4 and SE1/4NW1/4 of sec. 21, T. 3 N., R. 9 E., W.M., beginning at a point which bears South 66° 03' 10" West, 2827.2 feet from the northeast corner of said Section 21, said point being the most northerly corner of the tract of land described in that document from A.M. Robins, et al. to the United States and recorded in Book 33, Page 592-3 of Deeds (hereinafter described as Parcel "A" described below), records of said County; thence North 29° 16' 30" West 400 feet on a northwesterly extension of the north-easterly edge of said Parcel "A"; thence East 260 feet more or less to the east line of said NE1/4NW1/4; thence South along the east line thereof and of said SE1/4NW1/4 to an intersection with the northeasterly edge of said Parcel "A"; thence North 29° 16' 30" West, 120 feet more or less along said edge to the Point of Beginning; Containing 1.37 acres, more or less, AND

ALSO EXCEPTING THEREFROM, a parcel of land situate in the NE1/4NW1/4 and SE1/4NW1/4 of sec. 21, T. 3 N., R. 9 E., W.M., beginning at a point which bears South 66° 03' 10" West, 2827.2 feet from the northeast corner of said Section 21, said point being the most northerly corner of the tract of land described in

Registered ☒
 Indexed ☒
 Indexed ☒
 Filmed ☒
 Mailed ☒

Checked as to conformity with the original and conditions. Dated
this 5th day of October, 1995.

Douglas M. Engle
County Recorder

Copy M. Martin, Skamania County Assessor
 Date 10-10-95 Parcel # SEE ATTACHED LIST
 (SOME ARE 175 & 176)

that document from A.M. Robbins, et al., to the United States and recorded in Book 33, Page 592-3 of Deeds (hereafter known as Parcel "A" described below); thence South $60^{\circ} 43' 30''$ West along the northwesterly edge of said Parcel "A" a distance of 140 feet; thence perpendicular to said last course North $29^{\circ} 16' 30''$ West, 400 feet; thence North $60^{\circ} 43' 30''$ East, 140 feet; thence South $29^{\circ} 16' 30''$ East, 400 feet to the Point of Beginning; EXCEPTING THEREFROM, the parcel described in that document from J.A. Robbins, et ux., to the United States and recorded in Book 36, Page 119, of Deeds, records of Skamania County, Washington. Containing 1.279 acres, more or less.

Parcel "A"

A tract of land in the SE1/4NE1/4NW1/4, the NE1/4SE1/4NW1/4 and the NW1/4SW1/4NE1/4 of section 21, Township 3 North, Range 9 East, Willamette Meridian, Skamania County, Washington, described as; Beginning at a point in the said SE1/4NE1/4NW1/4 which bears S. $29^{\circ} 16' 30''$ E. 315.3 feet to the northerly boundary line of the United States' right-of-way for the Bonneville-Grand Coulee transmission line No. 1; thence S. $81^{\circ} 19' 00''$ W. along said boundary line 320.5 feet; thence N. $29^{\circ} 16' 30''$ W. 202.6 feet; thence N. $60^{\circ} 43' 30''$ E. 300.0 feet to the point of beginning, containing 1.78 acres more or less;

sec. 22,	N1/2SW1/4, SE1/4SW1/4, and SW1/4SE1/4;	160.00
sec. 27,	SW1/4NE1/4NE1/4NW1/4, W1/2NE1/4NW1/4, W1/2SE1/4NE1/4NW1/4, SE1/4SE1/4NE1/4NW1/4, NE1/4NW1/4NW1/4, SW1/4NW1/4, N1/2SE1/4NW1/4, SW1/4SE1/4NW1/4, N1/2SW1/4, SW1/4SW1/4, north 500 feet of SE1/4SW1/4, and north 500 feet of SW1/4SE1/4.	260.30

Klickitat County:

<u>T. 4 N., R. 11 E.,</u>	
sec. 36, lot 1 and SE1/4NE1/4.	83.90

EXCEPTING THEREFROM that portion taken by the United States of America by Judgment on the Declaration of Taking recorded in Book 78, Page 611, Klickitat County Records.

<u>T. 4 N., R. 12 E.,</u>	
sec. 30, south one-half of lot 4 and SE1/4;	180.16
sec. 31, lots 1, 2, W1/2NE1/4, and E1/2NW1/4.	236.80

EXCEPTING THEREFROM that portion taken by the United States of America by Judgment on the Declaration of Taking recorded in Book 78, Page 611, Klickitat County Records.

ALSO EXCEPTING THEREFROM that portion conveyed to Graves Living Trust, recorded in Book 317, Page 539, Auditor's File No. 244826, Klickitat County Deed Records.

The area described contains 1,387.02 acres, more or less.

EXCEPTING AND RESERVING UNTO BROUGHTON LUMBER CO., its successors and assigns, from the lands so granted, a non-exclusive easement for existing roads as set out below and shown approximately on the attached Exhibit A, consisting of 1 Sheet. Such easement being 40 feet in width, as existing on the ground, with such reasonable rights of temporary use of lands immediately adjacent to said right-of-way as may be necessary for maintenance and/or repair of said roads.

No Name Road - (Segment 1) Beginning at a point on the north line of the NE1/4SW1/4 of sec. 22, T. 3 N., R. 9 E., W.M., approximately 500 feet west of the center quarter corner of said sec. 22; thence, over and across the N1/2SW1/4 of said sec. 22 in a westerly direction, approximately 1800 feet to a point on the north line of the NW1/4SW1/4 of sec. 22, T. 3 N., R. 9 E., W.M., which point is approximately 1600 feet west of the center quarter corner said sec. 22, T. 3 N., R. 9 E., W.M.

No Name Road - (Segment 2) Beginning at a point on the north line of the NW1/4SW1/4 of sec. 22, T. 3 N., R. 9 E., W.M., approximately 500 feet east of the west section line quarter corner of said sec. 22; thence, over and across the NW1/4SW1/4 of said sec. 22 in a south westerly direction, approximately 1000 feet to a point on the west section line of the NW1/4SW1/4 of sec. 22, T. 3 N., R. 9 E., W.M., which point is approximately 200 feet south of the west section line quarter corner said sec. 22, T. 3 N., R. 9 E., W.M.

No Name Spur Road - Beginning at its junction with No Name Road (Segment 2 above) in the NW1/4SW1/4 of sec. 22, T. 3 N., R. 9 E., W.M.; thence, over and across the NW1/4SW1/4 of said sec. 22 in a northwesterly direction, approximately 200 feet to a point on the north line of the NW1/4SW1/4 of sec. 22, T. 3 N., R. 9 E., W.M., which point is approximately 400 feet east of the west section line quarter corner of said sec. 22, T. 3 N., R. 9 E., W.M.

The right reserved is limited to BROUGHTON LUMBER CO., its successors and assigns, for access to its property in the N1/2SW1/4 of sec. 22, T. 3 N., R. 9 E., W.M., for all purposes deemed necessary or desirable in connection with the protection, administration, management and utilization of its land and resources, now or hereafter owned or controlled, and served by these roads, subject to the traffic control regulations and rules of the United States of America except that no other present or any future administrative rules or regulations shall reduce the rights herein.

The above reservation is made subject to the Secretary of Agriculture's Rules and Regulations CFR 251.17, attached hereto as Exhibit B, consisting of 1 sheet, and the terms, provisions and conditions thereof are applicable to BROUGHTON LUMBER CO., its successors, assigns, permittees and contractors, except that no other present or any future administrative rules or regulations shall reduce the rights herein.

SUBJECT TO: (Outstanding Rights)

SKAMANIA COUNTY

1. Easement for Transmission Lines, in favor of the United States of America (BPA), including the terms and provisions thereof, dated June 24, 1954, recorded July 7, 1954, in Book 38, Page 245. (Affects secs. 5 & 6, T. 3 N., R. 9 E., W.M.)
2. Easement to construct, maintain, or remove pipeline(s), including its terms, covenants and provisions, as disclosed by instrument in favor of Pacific Northwest Pipeline Corporation, dated November 9, 1955, recorded January 4, 1956, Recording No. 49798, Book 40, page 401, Skamania County Records. (Affects Secs. 5, 6 and 7, T. 3 N., R. 9 E., W.M.)
3. Easement for trail, including its terms, covenants and provisions, as disclosed by instrument in favor of United States of America, dated April 19, 1974, recorded April 26, 1974, Recorder's No. 77413, Book 66, page 633, Skamania County Records. (Affects secs. 5 and 6, T. 3 N., R. 9 E., W.M.)
4. Easement for transmission line and access road, including its terms, covenants and provisions, as disclosed by instrument in favor of United States of America, dated June 4, 1954, recorded June 16, 1954, Book 38, page 191, Skamania County Records. (Affects secs. 5, 6, and 7, T. 3 N., R. 9 E., W.M.)
5. Easement for access road, including its terms, covenants and provisions, as disclosed by instrument in favor of United States of America, March 29, 1977, recorded April 19, 1977, Recorder's No. 83893, Book 72, page 543, Skamania County Records. (Affects sec. 7, T. 3 N., R. 9 E., W.M.)
6. Easement for transmission line, including its terms, covenants and provisions, as disclosed by instrument in favor of United States of America, dated July 28, 1971, recorded July 29, 1971, Book 63, page 143, Skamania County Records. (Affects secs. 5, 6, and 7, T. 3 N., R. 9 E., W.M.)
7. The rights of the public in that portion of the above described real estate lying within public roads.
8. Easement for Access Road, in favor of the United States of America (BPA), including the terms and provisions thereof, November 7, 1941, dated November 4, 1941, recorded November 14, 1941, in Book 28, Page 497. (Affects sec. 24, T. 3 N., R. 9 E., W.M.)

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9. Easement for access road, including its terms, covenants and provisions, as disclosed by instrument in favor of United States of America, dated June 10, 1959, recorded June 11, 1959, Book 46, page 147, Skamania County Records. (Affects sec. 21, T.3N., R.9E., W.M.)
10. Easement for right to clear obstructions, including its terms, covenants and provisions as disclosed by instrument in favor of United States of America, dated May 22, 1951, recorded July 31, 1951, Book 33, page 592, Skamania County Records. (Affects sec. 21, T. 3 N., R. 9 E., W.M.)
11. Easement for right to construct, maintain and/or remove underground cable and access road, including its terms, covenants and provisions as disclosed by instrument in favor of United States of America, dated May 21, 1952, recorded January 13, 1953, Book 36, page 119, Skamania County Records. (Affects sec. 21, T. 3 N., R. 9 E., W.M.)
12. Easement for roadway, including its terms, covenants and provisions, as disclosed by instrument in favor of State of Washington, dated May 30, 1979, recorded June 20, 1979, Recorder's No. 88809, Book 76, page 715, Skamania County Records. (Affects secs. 21 and 22, T. 3 N., R. 9 E., W.M.)
13. Easement for Access Road, in favor of the United States of America (BPA), including the terms and provisions thereof, dated November 4, 1941, recorded November 14, 1941, in Book 28, Page 503. (Affects sec. 22, T. 3 N., R.9 E., W.M.)
14. Easement for access road, including its terms, covenants and provisions, as disclosed by instrument in favor of United States of America, dated March 7, 1958, recorded March 18, 1958, Book 44, page 421, Skamania County Records. (Affects sec. 27, T. 3 N., R. 9 E., W.M.)
15. Easement for right of way, including its terms, covenants and provisions as disclosed by instrument in favor of Pacific Power & Light Company, dated June 4, 1958, recorded July 10, 1958, Book 45, page 116, Skamania County Records. (Affects sec. 27, T. 3 N., R. 9 E., W.M.)
16. Easement for erecting and maintaining electric powerlines, including its terms, covenants and provisions as disclosed by instrument in favor of Northwestern Electric Company, dated April 18, 1912, recorded June 4, 1912, in Book "N", page 591, Skamania County Records. (Affects sec. 27, T. 3 N., R. 9 E., W.M.)

Klickitat County

17. Reservation of all mineral rights, including the terms and provisions thereof, as reserved in deed from State of Washington, to S.A. Potter, dated March 7, 1913, recorded January 15, 1914, in Book 38, Page 475, Klickitat County Deed Records. (Affects sec. 36, T. 4 N., R. 11 E., W.M.)

18. Grant of Right of Way for all purposes, including the terms and provisions thereof, in favor of Alice N. (Beaudry) Chamberlain, et al., dated October 7, 1981, recorded October 16, 1981, in Book 210, Page 279, Auditor's File No. 183615, Klickitat County Deed Records. (Affects sec. 36, T. 4 N., R. 11 E., and sec. 30, T. 4 N., R. 12 E., W.M.)

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

Dated this 5th day of Oct., 1995.

FILED FOR RECORD
SKAMANIA CO. WASH
BY SKAMANIA CO. TITLE

OCT 10 4 05 PM '95

G. Olson
AUDITOR
GARY M. OLSON

BROUGHTON LUMBER CO.

By *Rees A. Stevenson*
Rees A. Stevenson
Title President

17676

REAL ESTATE EXCISE TAX

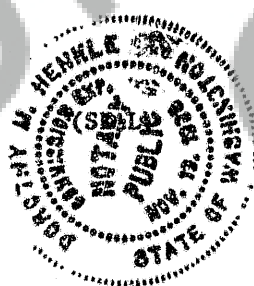
ACKNOWLEDGMENT

STATE OF Washington
County of Klickitat

OCT 10 1995
PAID exempt
SW
SKAMANIA COUNTY TREASURER

On this 5th day of Oct., 1995, before me the undersigned, a Notary Public in and for the State of Washington, personally appeared Rees A. Stevensonman, who being first duly sworn, did say that he is the President of Broughton Lumber Co., a Washington corporation, that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and he acknowledged said instrument to be its voluntary act and deed.

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



M. Henkle
Notary Public for the State of Washington
Residing at White Salmon
My commission expires 11-19-98

LAND EXCHANGE - OR 50343 - GIP No. 121

U.S.A. & BROUGHTON LUMBER COMPANY

SKAMANIA COUNTY, WASHINGTON

BOOK 152 PAGE 838

T. 3 N., R. 9 E., W.M.,

N1/2SW1/4 Sec. 22,

MT. DEFIANCE QU

OREGON-WASHIN

7.5 MINUTE SERIES (TC

NW/4 HOOD RIVER 15' QUA.

Existing Road R.O.W.

Reserved in Warranty Deed

by Broughton Lumber Company

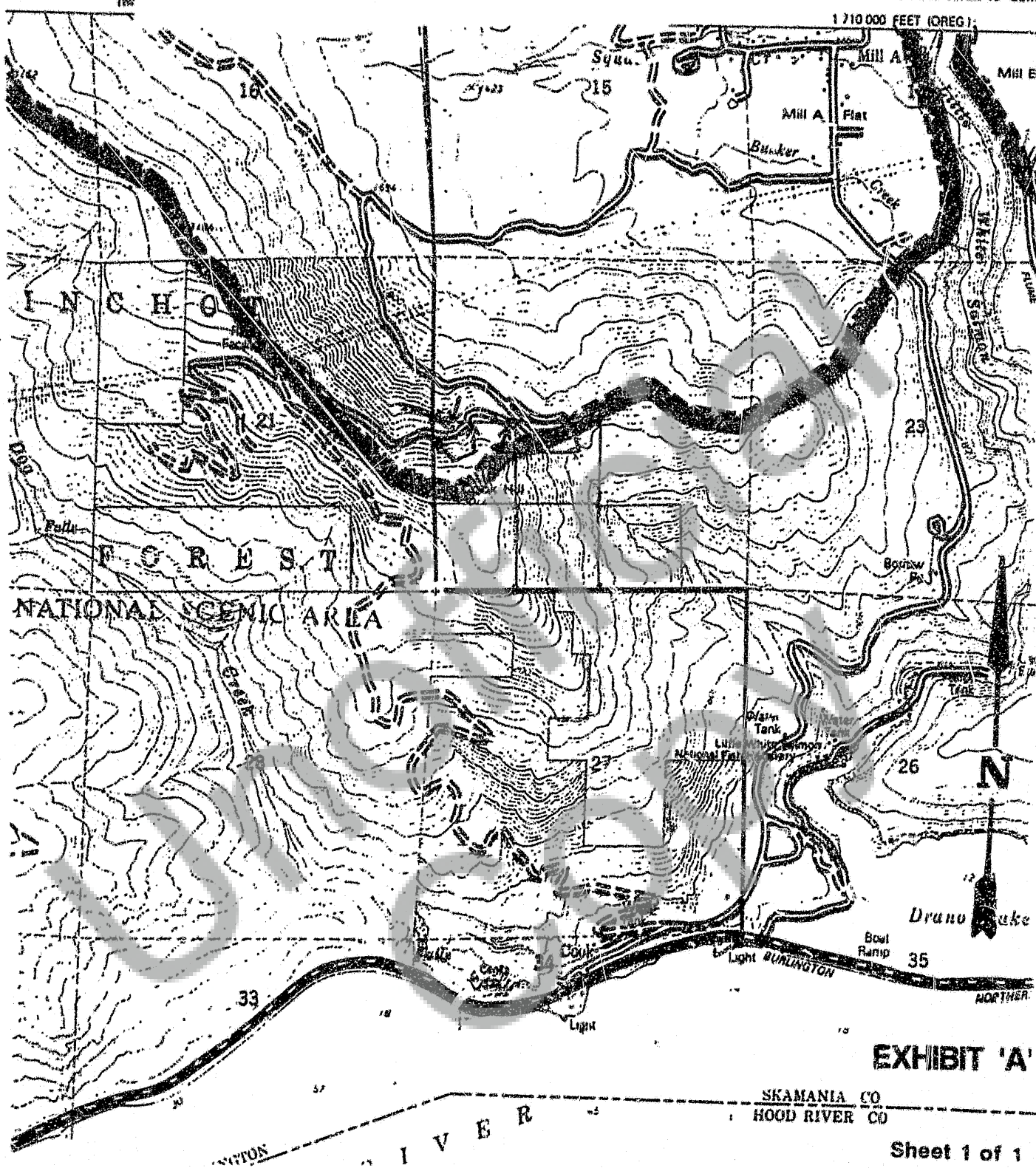
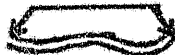


EXHIBIT 'A'

SKAMANIA CO
HOOD RIVER CO

Sheet 1 of 1

UNITED STATES DEPARTMENT OF AGRICULTURE
FOREST SERVICERULES AND REGULATIONS OF THE SECRETARY OF AGRICULTURE
GOVERNING THE GRANTOR'S RIGHT TO OCCUPY AND USE
LANDS CONVEYED TO THE UNITED STATES

Code of Federal Regulations - Title 30 - Chapter II - Section 25.27

Except as otherwise provided in paragraph (h) of this section, in conveyances of lands to the United States under authorized programs of the Forest Service, where owners reserve the right to occupy and use the land for the purposes of residence, agriculture, industry, or commerce, said reservations shall be subject to the following conditions, rules and regulations which shall be expressed in and made a part of the deed of conveyance to the United States and such reservations shall be exercised thereunder and in obedience thereto:

(a) Except when provided otherwise by statute, the reservation so created shall not be assigned, used, or occupied by anyone other than the grantor without the consent of the United States.

(b) All reasonable precautions shall be taken by the grantor and all persons acting for or claiming under him to prevent and suppress forest fires upon or threatening the premises or other adjacent lands of the United States, and any persons failing to comply with this requirement shall be responsible for any damages sustained by the United States by reason thereof.

(c) The premises shall not be used or permitted to be used without the written consent of the United States, for any purpose or purpose other than those specified in the instrument creating the reservation.

(d) The grantor and all persons acting for or claiming under him shall maintain the premises and all buildings and structures thereon in proper repair and sanitation and shall comply with the National Forest laws and regulations and the laws and lawful orders of the State in which the premises are located.

(e) Except when provided otherwise by statute, the reservation shall terminate (1) upon the expiration of the period named in the deed; (2) upon failure for a period of more than one calendar year to use and occupy the premises for the purposes named in the deed; (3) by use and occupancy for unlawful purposes or for purposes other than those specified in the deed; and (4) by voluntary written relinquishment by the owner.

(f) Upon the termination of the reservation the owners of personal property remaining on the premises shall remove same within a period of three months, and all such property not so removed shall become the property of the United States except that when such removal is prevented by conditions beyond the control of the owners the period shall be extended in writing

by the Forest Service to allow a reasonable time for said removal, but in no event longer than one year.

(g) The said reservation shall be subject to rights-of-way for the use of the United States or its permittees, upon, across, or through the said land, as may hereafter be required for the erection, construction, maintenance, and operation of public utility systems over all or parts thereof, or for the construction and maintenance of any improvements necessary for the good administration and protection of the National Forests, and shall be subject to the right of officials or employees of the Forest Service to inspect the premises, or any part thereof, at all reasonable times and as often as deemed necessary in the performance of official duties in respect to the premises.

(h) The conditions, rules and regulations set forth in paragraphs (a) through (g) of this section shall not apply to reservations contained in conveyances of lands to the United States under the act of March 3, 1945, as amended (43 Stat. 1153, 64 Stat. 82; 16 U.S.C. 555).

All regulations heretofore issued by the Secretary of Agriculture to govern the exercise of occupancy and use rights reserved in conveyances of lands to the United States under authorized programs of the Forest Service shall continue to be effective in the cases to which they are applicable, but are hereby superseded as to occupancy and use rights hereafter reserved in conveyances under such programs.

(36 Stat. 261, as amended, 16 U.S.C. 513-518, 42 Stat. 463, as amended, 16 U.S.C. 485, 486, and 50 Stat. 525, as amended, 7 U.S.C. 1011, and 70 Stat. 1034, 7 U.S.C. 426a, 78 Stat. 890, 16 U.S.C. 1132-1136; 79 Stat. 843, 16 U.S.C. 460p-460p-5; 79 Stat. 1205, 16 U.S.C. 460q-460q-9; 80 Stat. 190, 16 U.S.C. 460r-460r-5; 82 Stat. 904, 16 U.S.C. 460v-460v-8; 82 Stat. 219, 16 U.S.C. 1241-1249 and 82 Stat. 206, 16 U.S.C. 1271-1287)

Done at Washington, D.C., this 30th day of December 1970.

T. K. COWDEN,
Assistant Secretary of Agriculture.

(5.R. Doc. 71-132; Filed, Jan. 3, 1971;
9:49 a.m.)

2400 J5 (7/68)

600 995-225

EXHIBIT 'B'

Sheet 1 of 1