



RIGHT-OF-WAY EASEMENT DEED

THIS DEED, dated this 19 day of February, 1965, by and between the BROUGHTON LUMBER CO., a corporation organized and existing under the laws of the State of Washington, and fully authorized to do business in the State of Washington, hereinafter called the "Grantor," and the UNITED STATES OF AMERICA, hereinafter called the "Grantee,"

WITNESSETH, that the Grantor, for and in consideration of \$1.00, the receipt of which is hereby acknowledged, does hereby grant and convey unto the Grantee and its assigns an exclusive easement for a road to be located, constructed, reconstructed, improved, used, operated, patrolled and maintained, and known as the Old Burn Road, Project Number N443, over, upon, along and across the following described premises situated in the County of Skamania, State of Washington, to-wit:

A strip of land 60 feet in width traversing the following described real property:

NW $\frac{1}{4}$ SE $\frac{1}{4}$ Section 10, Township 4 North, Range 9 East, Willamette Meridian.

The said strip being 30 feet in width on each side of a centerline as located and to be constructed on the ground, with as much additional width as required for adequate protection of cuts and fills, the said centerline being located and described as shown on Exhibit A which is attached hereto and made a part hereof.

If the road is located substantially as described herein, the centerline of the road as constructed is hereby deemed accepted by the Grantor as the true centerline of the easement granted.

Together with such reasonable rights of temporary use of the Grantor's lands immediately adjacent to said right-of-way as may be necessary for the construction, reconstruction, improvement and maintenance of said road.

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

This conveyance is made subject to the following reservations by the Grantor, his heirs and assigns:

1. The right to cross and recross the easement at any point and for any purpose in such manner as will not materially interfere with the use of the road.
2. The right to all timber now growing or which may hereafter grow within the easement and the right to use any land therein not devoted to road use for grazing and the growing and harvesting of crops including timber crops; provided, the United States and its assigns shall have the right to cut timber upon the easement to the extent necessary for construction, reconstruction, improvement, and maintenance of the road. Such timber shall be cut into logs of standard length with proper trim allowance and shall be decked horizontally along said right-of-way and shall be free of stumps, limbs or other debris. Grantor expressly reserves the right to enter upon such strip of land to remove said decked timber, and to remove standing timber in the usual and customary manner without cost except for his pro rata share of maintenance.

The Grantee will permit the Grantor, his heirs and assigns, to use the road to serve his property in accordance with the rules and regulations of the Secretary of Agriculture, C. F. R. 212.7 - 212.11, as the same may be amended, in such manner as not unreasonably to interfere with its use by the United States, its authorized users or assigns, or cause substantial injury thereto. Commercial hauling use will be subject to the terms of C. F. R. 212.7 and 212.10 (b) as the same may be amended.

Provided, however, that if for a period of five years the Grantee shall cease to use the road, or parts thereof, for the purposes granted, or shall abandon the same, then, in any such events, the premises traversed thereby shall be freed from said easement, or parts thereof, as fully and completely as if this deed had not been made. In the event of such non-use for the period stated, the Regional Forester shall furnish to the Grantor a statement in recordable form evidencing such non-use.

IN WITNESS WHEREOF, the said 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.

BROUGHTON LUMBER CO.

ATTEST:

By H. J. Broughton

By Donald W. Stevenson Title President

Title Secretary

State of Washington

County of Skamania

ss.

On this day personally appeared before me H. J. Broughton
and Donald W. Stevenson to me known to be the

President and Secretary, respectively,
of the corporation that executed the within and foregoing instrument and
acknowledged to me that such corporation executed the same as its free
and voluntary act and deed, for the uses and purposes therein mentioned,
and that they were authorized to execute said instrument on behalf of
the corporation by authority of its board of directors, and that the
seal affixed is the corporate seal of said corporation.

Before me this 19 day of February, 1965.

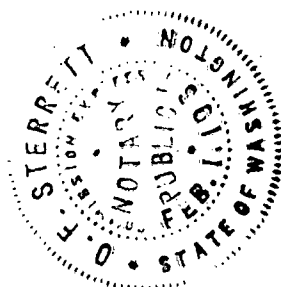
O. F. Sterrett
Notary Public in and for the

State of Washington

Residing at Underwood

Washington

July 1, 1967
My Commission Expires



RIGHT OF WAY PLAT GIFFORD PINCHOT NATIONAL FOREST

T. 4 N., R. 9 E., W.M.

SKAMANIA COUNTY

WASHINGTON

SCALE:



PROJECT: OLD BURN ROAD N443
SURVEYED BY: W. D. MILLARD
METHOD: STAFF COMPASS & CHAIN
DATE OF SURVEY: 9-9-64
PLAT DRAFTED BY: W. D. MILLARD
DATE OF PLAT: 1-7-65
LAND INVOLVED: 60'x1511' STRIP
FOR ROAD RECONSTRUCTION

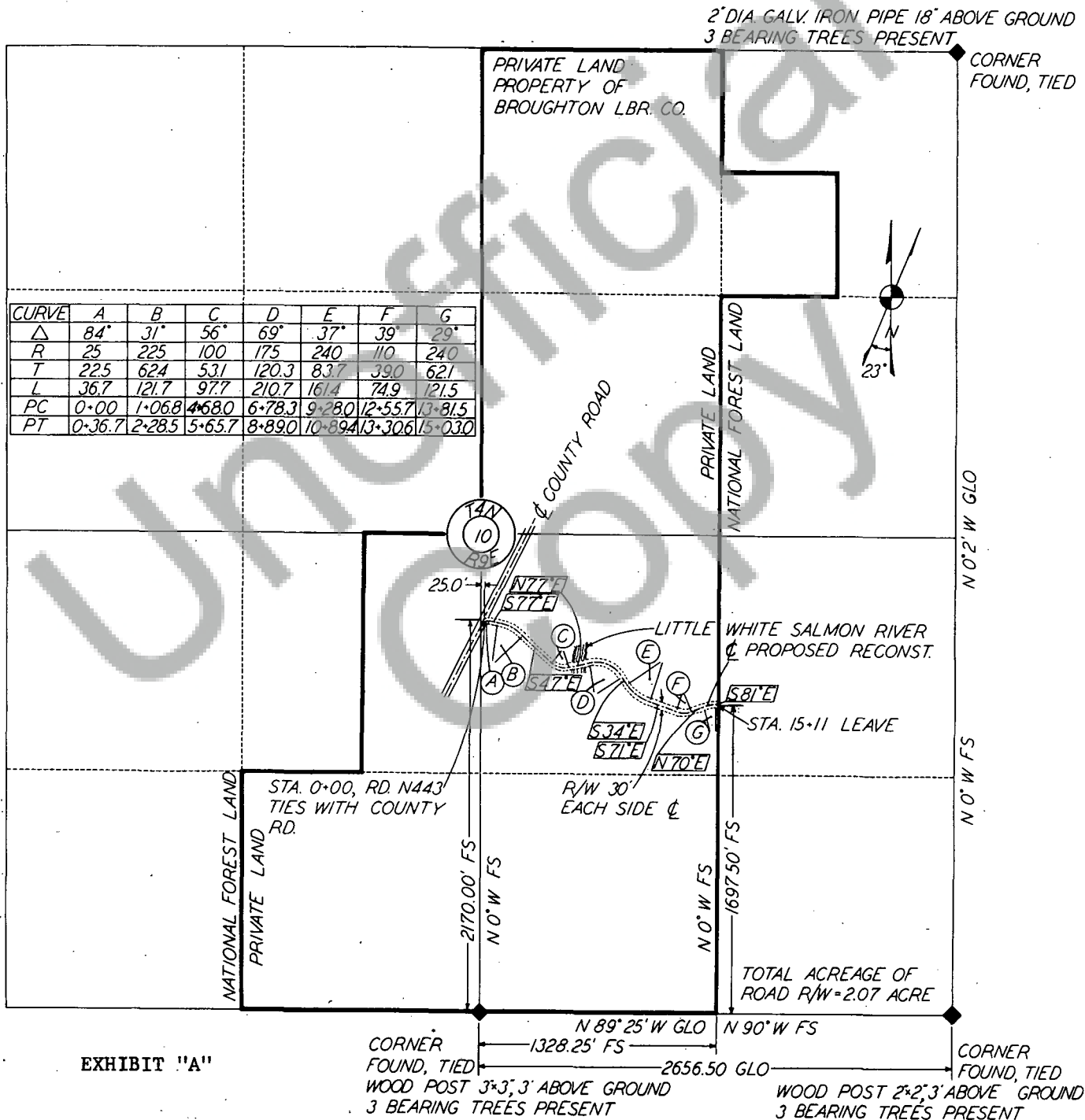


EXHIBIT "A"