

EASEMENT

THIS EASEMENT, dated this 10 day of July, 1970, from the United States of America, acting by and through the Forest Service, Department of Agriculture, hereinafter called "Grantor," to BROUGHTON LUMBER CO., a corporation of the State of Washington, hereinafter called "Grantee,"

WITNESSETH:

WHEREAS, Grantee has applied for a grant of an easement under the Act of October 13, 1964 (78 Stat. 1029, 16 U.S.C. 532-538), for a road over certain lands or assignable easements owned by the United States in the County of Skamania, State of Washington and administered by the Forest Service, Department of Agriculture.

NOW THEREFORE, Grantor, for and in consideration of \$1.00 and reciprocal easements received by Grantor, does hereby grant to Grantee, its successors and assigns, and to successors in interest to any lands now owned or hereafter acquired by Grantee (hereinafter collectively referred to as "Grantee"), subject to existing easements and valid rights, a perpetual easement for a road along and across a strip of land, hereinafter defined as the "premises," over and across the following described lands in the County of Skamania, State of Washington:

T4N, R9E, W.M.

Section 32, SE $\frac{1}{4}$ SE $\frac{1}{4}$

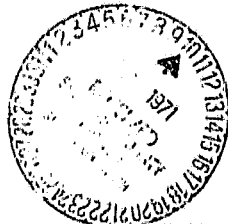
Section 33, N $\frac{1}{4}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, N $\frac{1}{4}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$

Section 34, N $\frac{1}{4}$ NW $\frac{1}{4}$

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.

The location of said premises is shown on Exhibit A attached hereto.

Said "premises" shall be of variable width on each side 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 land described herein is not traversed by the road as constructed, the easement traversing the same shall be terminated in the manner hereinafter provided.



This grant is made subject to the following terms, provisions, and conditions applicable to Grantee, its permittees, contractors, assignees, and successors in interest:

- A. 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 Grantor may reasonably impose upon or require of other users of the road without reducing the rights herein granted. Grantee shall have the right to construct, reconstruct, and maintain roads within the premises.

Grantee's right to use the road shall include, but shall not be limited to, use for the purpose of operating and moving specialized logging vehicles and other equipment subject to the following limitations:

Until January 31, 1973, operating vehicles with bunk widths not to exceed 10 feet, with log lengths not to exceed 48 feet, and logging and other equipment in excess of the size and weight limitations otherwise applicable to public roads may be used on the road; Provided, That gross weights of equipment or vehicles shall not exceed the capacity of bridges and other structures; and Provided further, That cleared equipment shall not be used on paved roads. Loads of logs shall be secured to the vehicle in a manner consistent with the State safety code as it applies to roads being used by the public.

Otherwise, subject to compliance with legal maximum dimensions and weights of motor vehicles imposed by State law on comparable public roads or highways; Provided, that gross weights of equipment or vehicles shall not exceed the capacity of bridges and other structures, and Provided further, That cleared equipment shall not be used on paved roads.

- B. Grantee shall comply with all applicable State and Federal laws, Executive Orders, and Federal rules and regulations, except that no present or future administrative rules or regulations shall reduce the rights herein expressly granted.
- C. Grantee shall have the right to charge and to enforce collections from purchasers of timber or other materials when removed from Grantor's lands over the road at such rate per unit of material hauled, or at such higher rate as may be approved by the Regional

Forester, as set forth in the Little White Salmon Road Right-of-Way Construction and Use Agreement dated July 10, 1970, until such time as the amounts paid by such means or by credits received from Grantor shall total the amount set forth in said agreement. Timber or other materials hauled by Grantee from lands of the Grantor shall be regarded as though hauled by someone else.

- D. 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.
- E. The costs of road maintenance shall be allocated on the basis of respective uses of the road.

During the periods when either party uses the road or Grantor permits use of the road by others for hauling of timber or other materials, the party so using or permitting such use will perform or cause to be performed, or contribute or cause to be contributed that share of maintenance occasioned by such use of the road.

On any road maintained by Grantee, Grantee shall have the right to charge purchasers of National Forest timber and other commercial haulers, or to recover from available deposits held by the Grantor for such purchasers or haulers, reasonable maintenance charges based on the ratio that said hauling bears to the total hauling on such road. Grantor shall prohibit non-commercial use unless provision is made by Grantor or by the noncommercial users to bear proportionate maintenance costs.

- F. Grantee shall have the right to require any user of the road for commercial or heavy hauling purposes to post security guaranteeing performance of such user's obligations with respect to maintenance of the road and with respect to payment of any charges hereinabove stated as payable to Grantee for use of the road: Provided, the amount of such security shall be limited to the amount reasonably necessary to secure such payment as approved by the Regional Forester.
- G. If it is customary in the industry in this locality to require liability insurance at the time commercial users are allowed to use the road, the Grantee shall have the right to require any user of the road for commercial hauling to procure, to maintain, and to furnish satisfactory evidence of liability insurance in a form generally acceptable in the trade and customary in this area, insuring said party against liability arising out of its operation on the premises with limits of \$ 100,000.

for injury or death to one person, \$ 300,000 for
injury or death to two or more persons, and \$ 100,000
for damage to property;.

This easement is granted subject to the following reservations by
Grantor, for itself, its permittees, contractors, and assignees:

1. The right to use the road for all purposes deemed necessary or
desirable by Grantor in connection with the protection, adminis-
tration, management, and utilization of Grantor's lands or
resources, now or hereafter owned or controlled, subject to the
limitations herein contained, and subject to such traffic-
control regulations and rules as Grantor may reasonably impose
upon or require of other users of the road without reducing the
rights herein granted to Grantee: Provided, That all use by the
public for purposes of access to or from Grantor's lands shall
be controlled by Grantor so as not unreasonably to interfere
with use of the road by Grantee or to cause the Grantee to bear
a share of the cost of maintenance greater than Grantee's use
bears to all use of the road.
2. The right alone to 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 except users of lands or resources owned
or controlled by Grantee or its successors: Provided, That
such additional use also shall be controlled by Grantor so as
not unreasonably to interfere with use of the road by Grantee
or to cause the Grantee to bear a share of the cost of mainten-
ance greater than Grantee's use bears to all use of the road.
3. 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.
4. The right to all timber now or hereafter growing on the premises,
subject to Grantee's right to cut such timber as hereinbefore
provided.

Provided that so long as the Little White Salmon Road Right-of-Way
Construction and Use Agreement dated July 10, 1920 remains in
full force and effect, the terms and conditions thereof shall govern all
aspects of use of the premises, including, but not limited to reconstruc-
tion and maintenance of the road and the allocation and payment of costs
thereof.

The Chief, Forest Service may terminate this easement, or any segment thereof, (1) by consent of the Grantee, (2) by condemnation, or (3) after a five (5) year period of nonuse, by a determination to cancel after notification and opportunity for hearing as prescribed by law; provided the easement, or segment thereof, shall not be terminated for nonuse so long as the road, or segment thereof, is being preserved for prospective future use.

IN WITNESS WHEREOF, the Grantor, by its Regional Forester, Forest Service, has executed this easement (pursuant to the act above-mentioned, the Delegation of Authority and Assignment of Functions by the Secretary of Agriculture dated November 27, 1964, 29 Fed. Reg. 16210, the Delegation of Authority by the Chief, Forest Service, dated September 30, 1963, 28 Fed. Reg. 10828, and the Delegation of Authority by the Deputy Chief, Forest Service, dated April 16, 1965, 30 Fed. Reg. 5647, the provisions of which have been complied with), on the day and year first above-written.

UNITED STATES OF AMERICA

By Cliff Hoferber
 Acting Regional Forester
 Forest Service
 Department of Agriculture

12

C. M. Hooper

Judge

SEAL

residing at Portland, Oregon
My commission expires October 20, 1971

No. 567

TRANSACTION EXCISE TAX

MAR 8 - 1971

Amount Paid \$100.00

Dennis A. Anderson
Shenandoah County Treasurer

By [Signature]

Elin M. Moller

No. 567

TRANSACTION EXCISE TAX

MAR 8 - 1971

Amount Paid *Five-sept*
Frederick B. Dawson

Skamania County Treasurer
D. B. Beckley

By John J. [Signature]

