

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. 1069, 16 U.S.C. 532-538), for a road over certain lands 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 the grant of 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, W4E, Section 32, SE $\frac{1}{4}$ SE $\frac{1}{4}$
Section 33, SW $\frac{1}{4}$ SW $\frac{1}{4}$

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 approximately on Exhibit A attached hereto.

Said "premises" shall be 33 feet 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. Grantee shall comply with all applicable State and Federal laws, Executive Orders, and Federal rules and regulations, except that no present or future administrative rule or regulation shall reduce the rights herein expressly granted.
- B. 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.
- C. 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. Grantee alone may extend such rights and privileges for use of the premises to others.

The foregoing notwithstanding, this easement is granted subject to the following reservations by Grantor, for itself, its permittees, contractors, and assignees:

- 1. The right to use the roads without cost for all purposes deemed necessary or desirable by Grantor in connection with the protection and administration of Grantor's lands or resources, now or hereafter owned or controlled, provided that such right of use shall not include use of the road by the public or for heavy hauling except to remove timber cut on the premises in construction or maintenance of the road.
- 2. 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.
- 3. 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, 1970 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 construction, reconstruction, and maintenance of the road.

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. 14220, 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 C. H. L. Ferber
Acting Regional Forester
Forest Service
Department of Agriculture



State of Oregon)
)
County of Multnomah)

On this day personally appeared before me C. M. Heffner
to me known to be the Acting Regional Forester of the Forest Service,
Department of Agriculture, that executed the within and foregoing instrument
and acknowledged to me that the Forest Service, Department of Agriculture,
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 Forest Service, Department of Agriculture, by
authority of the Secretary of Agriculture.

Before me this 10 day of July, 1970.

SEAL

Elva M. Mallet
Notary Public in and for the State
of Oregon
residing at Portland, Oregon
My commission expires October 20, 1970.

No. 568
TRANSACTION EXCISE TAX
MAR 5 - 1971
Amount Paid.....
Skamania County Treasurer
By

