

TRAIL EASEMENT

THIS BASEMENT, dated this 2nd day of August, 1973,
from WEYERHAEUSER COMPANY, a corporation of the State of Washington,
hereinafter called "Grantor," to the UNITED STATES OF AMERICA
hereinafter called "Grantee,"

2082

TRANSACTION EXCISE TAX

AUG 15 1973

WITNESSETH:

Amount Paid \$10.00
Michael J. Hennell
 Skamania County Treasurer
 By John M. Hollister

Grantor, for and in consideration of the nominal sum of Ten
 Dollars (\$10.00), the receipt of which is hereby acknowledged, does
 hereby grant and convey to Grantee an easement for a trail, along
 and across a strip of land hereinafter defined as the "easement,"
 over and across the following described lands in the County of
 Skamania, State of Washington:

Township 9 North, Range 5 East, W. M.

The SW $\frac{1}{4}$ NE $\frac{1}{4}$; Government Lots 1 and 2;
 SE $\frac{1}{4}$ NW $\frac{1}{4}$; N $\frac{1}{4}$ SE $\frac{1}{4}$ and SE $\frac{1}{4}$ SE $\frac{1}{4}$

- Section 19

Said easement shall be ten (10) feet in width, being five (5)
 feet in width on each side of the centerline of the trail as now
 located and marked on the ground, with such additional widths as
 required for accommodation and protection of cuts and fills, said
 marked location being approximately located and described as shown
 on Exhibit A which is attached hereto and made a part hereof.

If the trail is located substantially as described herein,
 the centerline of said trail as constructed is hereby deemed accepted
 by Grantor and the Grantee as the true centerline of the easement.

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

Grantor and Grantee do hereby covenant and agree for themselves, their successors and assigns that they shall use and restrict the use of the easement as set forth below:

1. Use by Grantee

Grantee shall have the right to:

(a) Construct, reconstruct, operate, use and maintain the trail and associated signs within the easement area.

(b) Use native materials including timber in the construction, reconstruction, and maintenance of the improvement upon payment to the Grantor the market value of the material.

(c) Cut and clear timber and other vegetation necessary in the construction, reconstruction and maintenance of the improvement and area.

(d) Control the use by the public of the easement.

(e) Refuse to permit signs, billboards, outdoor advertising structures or advertising of any kind to be erected or displayed upon the easement.

2. Use by Grantor

Grantor shall have the right to:

(a) Harvest all timber now growing or which may hereafter grow within the easement area; provided, that the harvesting of such timber will not materially interfere with the use of the trail.

(b) 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 easement.

(c) Move logging equipment and skid logs across the trail and easement.

(d) Use of the trail to be constructed upon the easement for all purposes deemed necessary or desirable by the Grantor in connection with the protection, administration and management of the adjacent lands and resources; provided such use shall be in accordance with applicable regulations established by the Secretary of Agriculture.

If for the period of five (5) years the Grantee shall cease to use, or preserve for prospective future use, the trail, or any segments thereof, or 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 nonuse or of such determination by the Regional Forester, the Regional Forester shall furnish to the Grantor a statement in recordable form evidencing termination.

IN WITNESS WHEREOF, Grantor has hereto executed this easement on the day and year hereinabove written.



WEYERHAEUSER COMPANY

By *[Signature]*
Timber & Land Resources Manager
Attest *Mary J. Mosier*
Assistant Secretary

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

Notary Public in and for the State of
Washington, residing at *Tacoma*



RIGHT OF WAY PLAT GIFFORD PINCHOT NATIONAL FOREST

T. 9 N., R. 5 E., W.M.
SKAMANIA COUNTY
WASHINGTON

SURVEYED BY W. CASTO
METHOD: STAFF COMPASS
RAW WIDTH: 10 FEET
TOTAL ACRES: 1.74 MORE OR LESS

SCALE: 0 200 400 600 800 FEET

SOUTH TOUTLE TRAIL NO. 238

