

87828

TRAIL EASEMENT

THIS EASEMENT, dated this 2nd day of October, 1978, from Harmony Falls Inc., a Corporation of the State of Washington, hereinafter called "Grantor," to the United States of America, hereinafter called "Grantee,"

## WITNESSETH:

Grantor, for and in consideration of \$1960, the receipt of which is hereby acknowledged, does hereby grant and convey to Grantee and its assigns a perpetual easement for a trail, known as the Harmony Falls Trail No. 211, along and across a strip of land herein defined as the "easement," over the across the following described real property:

T.9N., R.5E., W.M.  
 Section 12 Falls Lode Survey 781A  
 Exchange Survey No. 279

Beginning at a point on the south line of the Falls Lode Survey 781A, Section 12, T.9N., R.5E., W.M., which point is 4.12 chains more or less west of corner 12 of Exchange Survey No. 279 traversing in a northerly direction over and across the Falls Lode Survey 781A, Section 12, to a point on the north line of the Falls Lode Survey 781A, Section 12, which point is approximately 2.85 chains west of corner No. 8 of the Exchange Survey No. 279 of said Section 12, all as shown (approximately) on Exhibit A which is attached hereto and made a part hereof.

Said easement shall be 20 feet in width, being 10 feet in width on each side of the centerline of the Harmony Falls Trail as it now exists, all as shown (approximately) on Exhibit A which is attached hereto and made a part hereof.

The centerline of said trail as constructed is hereby deemed accepted by the Grantor and Grantee as the true centerline of the easement granted. The tread width of the trail may vary within the right-of-way limits of said 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, improve, control, and maintain the Harmony Falls Trail within the easement area for use by Grantee and its assigns, including contractors, licensees, permittees, and easement grantees.

Certified correct as to consideration  
 description and conditions.  
 Bruce A. Kington 12/21/78

- (b) Reconstruct, operate, use and maintain any segment of said trail that may be destroyed through logging operations or otherwise.
- (c) Construct, operate, use and maintain, in such a manner as will not materially interfere with logging operations, such temporary bypass trails during logging operations as are made necessary by the destruction of said trail.
- (d) Cut and clear timber and other vegetation in construction, reconstruction and maintenance of the trail. Provided, however, timber so cut shall, unless otherwise agreed to, be cut into logs of lengths specified by the Grantor and decked along said trail for disposal by the owner of such timber.
- (d) Provided, however, should Grantee cut timber of species, quality and size considered commercially valuable in the area at the time of cutting, at the option of Grantor, Grantee shall scale said timber and pay Grantor at the current contract rate by species as applicable on the nearest Forest Service timber sale. Timber so paid for shall become the property of the United States of America.

2. Restrictions on use by the Grantor

- (a) Grantor shall have the right to use the existing trail described herein for access to and from Grantor's land or resources now or hereafter owned or controlled, subject, however, to applicable traffic control regulations. <sup>CONTRACTOR'S NOTICE: A COPY OF THE REGULATIONS OF THE SECRETARY OF AGRICULTURE MAY BE OBTAINED FROM THE SECRETARY OF AGRICULTURE, WASHINGTON, D.C. 20250.</sup> Grantee may reasonably impose pursuant to the Regulations of the Secretary of Agriculture as the same may be amended.
- (b) No building, structure or improvement other than roads shall be constructed, erected or moved onto the easement area. The Grantor has 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 trail, including the right to construct, reconstruct, operate, use and maintain private access roads, and the right to move logging equipment and to skid logs across the easement providing the trail is restored promptly following logging.
- (c) No signs, billboards, outdoor advertising structures or advertising of any kind will be erected or displayed on the easement area.
- (d) No trash, ashes, garbage, sewage, or any unsightly or offensive material shall be placed on the easement area.

If for a 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 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.

By Harmony Falls Inc  
[Signature]  
 Title

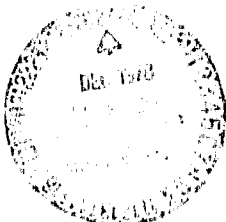
(Seal)  
 Attest:

[Signature]  
 Assistant (Secretary)

IN WITNESS WHEREOF, Grantee has caused this instrument to be executed by its duly authorized agents this 21 day of December, 1978.

UNITED STATES OF AMERICA

By [Signature]  
 (For) R. E. NORTHINGTON  
 Regional Forester  
 Forest Service  
 Department of Agriculture



Page 3 of 4 Pages

6387

No.                       
 TRANSACTION EXCISE TAX

DEC 27 1978

Amount Paid                     

Skamania County Treasurer  
 By [Signature]

STATE OF OREGON                    )  
  ) ss.  
County of Multnomah            )

October 2, 1978.

Personally appeared Peter H. Koehler and William F. Bernard who, being duly sworn, each for himself and not one for the other, did say that the former is the president and that the latter is the assistant secretary of Harmony Falls, Inc., a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of the corporation and that the instrument was signed and sealed in behalf of the corporation by authority of its board of directors; and each of them acknowledged such instrument to be its voluntary act and deed.

Before me:

*Ellen M. Nelson*

Notary Public for Oregon

My commission expires: 3/21/82

ACKNOWLEDGMENT

STATE OF *Oregon*                    )  
COUNTY OF *Multnomah*            ) ss.

On the 29<sup>th</sup> day of November, 1978, before me, a Notary Public within and for said State, personally appeared Robert M. Siemen the same person who executed the within and foregoing instrument, who being by me duly sworn according to law, did say that he executed said instrument for R. E. Worthington, Regional Forester, Forest Service, Department of Agriculture, and that said instrument was signed in behalf of the United States of America by its authority duly given and by him delivered as and for its act and deed. And he did further acknowledge that he executed said instrument as the free act and deed of the United States of America, for the purposes and consideration herein mentioned and set forth, and I do hereby so certify.

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

*Adm. C. O. Bailey*  
Notary Public for The State  
of Oregon, Residing  
at Portland  
My Commission Expires 11-23-1982

SEAL

T. 9 N. R. 5 E.

(ACCEPTED)

T. 9 N.

SURVEY)

SEC. 1

SEC. 6

SEC. 12

SEC. 7

W.C. SECS. 1 AND 12  
BEARS N. 54° W. 0.12 FROM  
W.C. COR. 5

W.C. 160 EAST  
W.C. 150 N. 88° 28' E.

SPIRIT LAKE

HILLSIDE LOBE  
SUR. 781A.

TO W.C. 17.19 N. 89° 32' W.  
W.C. N. 88° 28' E. 1.00  
W.C. 2.46 S. 88° 28' E. 1.00  
W.C. 1.03 N. 4° 03' W.

W.C. 160 EAST  
W.C. 150 N. 88° 28' E.

THE FALLS  
LOBE  
SUR. 781A.

0.55  
ACRES

W.C. 0.12 N. 88° 28' E.

W.C. 0.79 N. 88° 28' E.

W.C. 0.79 N. 88° 28' E.

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EXCHANGE SURVEY  
No. 279  
AREA 28.99 A.

W.C. 0.64 N. 88° 28' E.  
OLD W.C. 0.59 N. 88° 28' E.

DEPART  
GEO.  
WASHINGTON

THE  
HAVING BE  
ANCE WITH  
REGULATION  
CEPTED.

ACT II

5460 P.O.W. ACQUIRED  
ST. HELENS R.D.  
HARMONY FALLS  
TRAIL NO. 211

7/18/77

EXHIBIT A