

TRAIL EASEMENT

THIS EASEMENT, dated this 19 day of April, 1974, from BROUGHTON LUMBER CO., 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 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 3 North, Range 9 East, W.M.

Section 5 - SW $\frac{1}{4}$ NW $\frac{1}{4}$ , W $\frac{1}{2}$ SW $\frac{1}{4}$ , W $\frac{1}{2}$ E $\frac{1}{2}$ SW $\frac{1}{4}$

Section 6 - S $\frac{1}{2}$ SE $\frac{1}{4}$ , Gov't Lot 1

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~~ 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 hereunto executed this easement on the day and year hereinabove written.

BROUGHTON LUMBER CO.

By Donald H. Thompson  
Title Sec. Treas.

Attest:  
William M. Pearson

STATE OF WASHINGTON     )  
                                   ) ss.  
 COUNTY OF SKAMANIA    )

On this 19th day of April, 1974, before me personally appeared Donald W Stevenson and William M. Pearson to me known to be the Secretary-Treas. and Sales Manager, respectively, of BROUGHTON LUMBER CO., the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

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

*J. Louis J. [Signature]*  
 Notary Public in and for the State of  
 Washington, residing at Underwood, Washington



5460

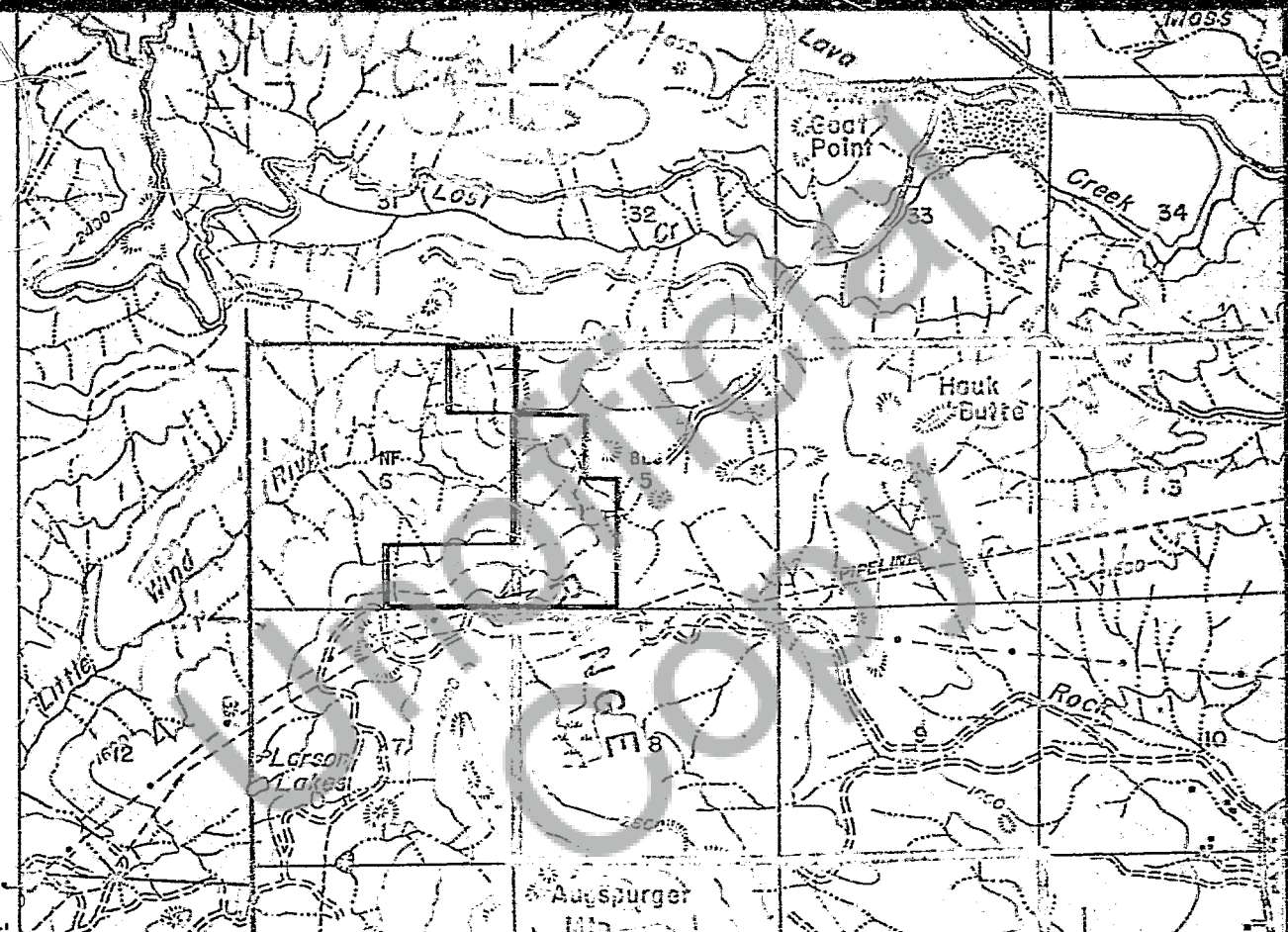
Dog Mountain Trail  
No. 147EXHIBIT A

A strip of land 10 feet in width for a trail on, over, and across the SW $\frac{1}{4}$ NW $\frac{1}{4}$ , W $\frac{1}{4}$ SW $\frac{1}{4}$  and W $\frac{1}{4}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 5; and Gov't Lot 1 and the S $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 6; all located within Township 3 North, Range 9 East, Willamette Meridian, located as follows:

Beginning at a point on the north line of Gov't Lot 1 of Section 6, said point being 750 feet west of the northeast corner of Section 6, thence south and east on the centerline of an existing trail to a point on the south line of Gov't Lot 1, said point being 1,320 feet south and 330 feet west of the northeast corner of Section 6; Beginning again at a point on the west line of the SW $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 5, said point being 1,915 feet south of the northwest corner of Section 5, thence east approximately 990 feet to a point on the existing trail in the SW $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 5, thence south and east on the centerline of the existing trail to a point on the north line of the SE $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 5, thence southwest and west on the centerline of the existing trail to a point on the west line of the SW $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 6, said point being 325 feet north of the south quarter-corner of Section 6.

The area included within the easement limits is 2.3 acres more or less.

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T.3 N.

45°45'

121°45' R.8E.

R.9E. 40'

2 of 2

Mapped by U. S. Forest Service, Portland, Oregon