

94432

81

367

TRAIL EASEMENT DEED - CORPORATION

THIS EASEMENT, dated this 15th day of June, 1982, from LONGVIEW FIBRE COMPANY, a corporation of the State of Delaware, hereinafter called "Grantor," to the UNITED STATES OF AMERICA, hereinafter called "Grantee."

WITNESSETH:

Grantor, for and in consideration of the sum of Three thousand four hundred and thirty dollars (\$3,430), receipt of which is hereby acknowledged, does hereby grant and convey to Grantee and its assigns, subject to existing easements and valid rights, a nonexclusive, perpetual easement for the development, construction, reconstruction, maintenance, operation and use by Grantee and the general public of Pacific Crest Trail No. 2000, hereinafter defined as the "Easement," over and across the Southwest Quarter of the Southeast Quarter (SW $\frac{1}{4}$ SE $\frac{1}{4}$), and the Southwest Quarter (SW $\frac{1}{4}$) of Section 8, and the North Half of the Northeast Quarter (N $\frac{1}{2}$ NE $\frac{1}{4}$) of Section 17, Township 2 North, Range 7 East, W.M., County of Skamania, State of Washington, shown on Exhibits A and B which are attached hereto and made a part hereof. Grantee, at its sole cost and expense, shall survey and provide Grantor with a proper centerline description of the easement marked on Exhibits A and B. The easement width shall be twenty (20) feet, being ten (10) feet on each side of the centerline to be described.

If any subsequent survey of the easement shows that any portion of the easement, although located substantially as described, is on lands of the Grantor not described herein, the easement shall be amended to include the additional lands occupied; if any lands described herein are not occupied by the trail, the easement occupying the same shall be terminated in the manner hereinafter provided. The trail shall be constructed to the standards set forth in the Forest Service publication, The Pacific Crest Trail-Guide for Location, Design, and Management, May 1971.

The acquiring agency is the United States 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 construct, maintain and use the easement in accordance with standard trail specifications and rules and regulations for trails from time to time promulgated by Grantee and its assigns.

Certified correct as to consideration
description and conditions.

Ernest Swellman 7/6/82

No. 94432
TRANSACTION EXCISE TAX

JUL 22 1982

Amount Paid \$3246

Skamania County Treas.

By [Signature]

OCT 3246



Transaction in compliance with County subdivision ordinances.
Skamania County Assessor By [Signature]

BOOK 81 PAGE 368

Grantee shall have the right to:

- (a) Construct, reconstruct, operate, use and maintain the trail within the easement area. (See Exhibits A and B attached hereto.)
- (b) Use native materials, including timber, in the construction, reconstruction, and maintenance of the improvement upon first paying to the Grantor the fair market value of all such material as determined jointly by Grantor and Grantee, or by an independent appraiser, jointly agreed upon by Grantor and Grantee. The cost and fees of such appraiser shall be paid solely by the Grantee.
- (c) With the prior written approval of Grantor, 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 in order, inter alia, to prevent injury to members of the public, damage or injury to Grantor's property, employees or independent contractors, or the imposition of any liability upon Grantor.
- (e) Refuse to permit signs, billboards, outdoor advertising structures, or advertising of any kind to be erected or displayed upon the easement except warning signs when Grantor's employees or independent contractor(s) are conducting logging or other land management operations on or near the easement area, which signs shall be subject to Grantee's prior approval, which approval will not be arbitrarily or unreasonably withheld.

2. Use by Grantor:

Grantor's rights reserved herein shall be governed by all laws, rules and regulations promulgated from time to time by any agency of government having jurisdiction in the management and harvesting of forest crops.

Grantor shall have the right to:

- (a) Use the trail on the easement for access to its lands, pursuant to the Regulations of the Secretary of Agriculture, including, but not by way of limitation, the use of motorized vehicles thereon.
- (b) Harvest all timber now growing or which may hereafter grow within the easement area; provided, that if, in the sole judgment of Grantee, such harvesting interferes with the use of the trail, an alternate

81 369

trail, mutually agreeable to Grantor and Grantee, will be provided during such harvesting and during the clearing of the trail after completion of such harvesting.

- (c) Cross and recross the easement at any point and for any purpose in such manner as will not unreasonably interfere with the use of the easement.
- (d) Require the Grantee, at Grantee's sole expense, to remove from the easement area, trash, ashes, garbage, sewage, sawdust or any unsightly or offensive material created or left by users of said easement.
- (e) Require the Grantee, at Grantee's sole expense, to remove or dispose of all improvements from the easement area prior to termination of the easement or any segment thereof.

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 determination, the Regional Forester shall furnish to the Grantor, its successors or assigns 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.

LONGVIEW FIBRE COMPANY

By:

R. P. Wollenberg
R. P. Wollenberg, President

(Seal)

Attest:

R. G. McDermott
R. G. McDermott, Secretary

81 370

STATE OF WASHINGTON)
County of Cowlitz) ss

On this 15th day of JUNE, 1982, before me personally appeared R. P. WOLLENBERG and R. G. McDERMOTT, to me known to be the President and Secretary, respectively, of the corporation that executed the within and foregoing instrument, and acknowledged the 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.

Betty Jane King
Notary Public in and for the State
of Washington, residing at LONGVIEW

STATE OF WASHINGTON)
COUNTY OF COWLITZ)
I HEREBY CERTIFY

INSTRUMENT OF
Clark County Title Co.
OF Longview, Wa
AT 10:00 A. July 22 82
81

Deeds 367-375
Larry M. Olson
B. Babcock

RIGHT OF WAY PLAT BOOK 81 PAGE 374

GIFFORD PINCHOT NATIONAL FOREST

SEC. 17, T. 2 N., R. 7 E., W.M.

SKAMANIA COUNTY

WASHINGTON

SCALE: 1" = 40'

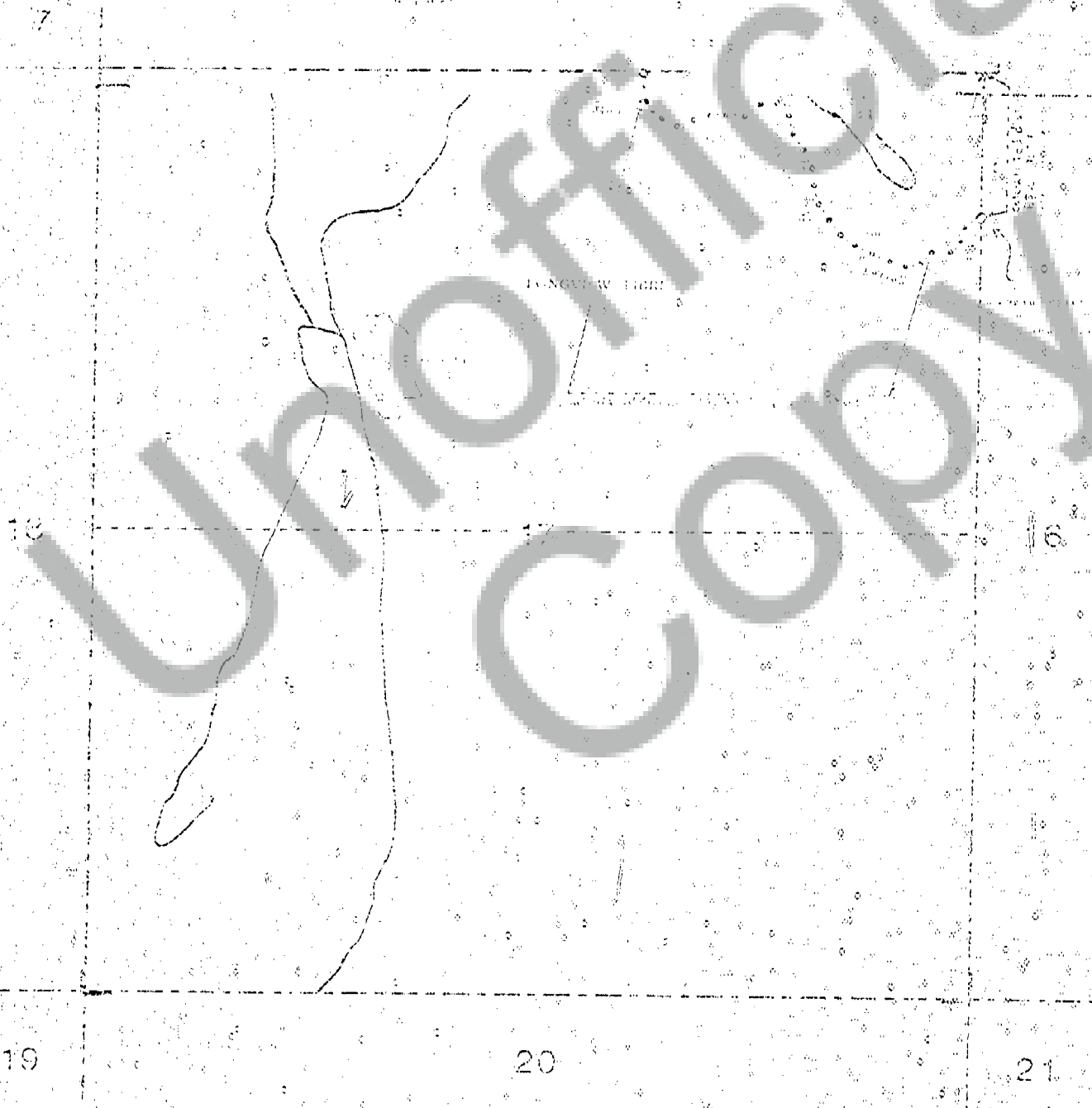


EXHIBIT A

94432

RIGHT OF WAY PLAT

81

3.95

GIFFORD PINCHOT NATIONAL FOREST

SEC. 8, T. 2 N., R. 7 E., W.M.

SKAMANIA COUNTY

WASHINGTON

SCALE



EXHIBIT B