

# The United States of America

To all to whom these presents shall come, Greeting:

OR 50343 (WA)

FILED FOR RECORD  
SKAMANIA CO. WASH  
BY SDS

OCT 9 12 30 PM '95

*P. Lowry*  
AUDITOR

GARY M. OLSON

BOOK 152 PAGE 809

WHEREAS

123474

BROUGHTON LUMBER CO., A WASHINGTON CORPORATION,

being the owner of certain tracts of land situated and included within the limits of and adjacent to the Gifford Pinchot National Forest, Washington, has under provisions of Sec. 9 of the COLUMBIA RIVER GORGE NATIONAL SCENIC AREA ACT of November 17, 1986 (100 Stat. 4274; 16 U.S.C. 544g), reconveyed and relinquished the said tracts to the UNITED STATES OF AMERICA, the receipt of which is hereby acknowledged, and has, under the provisions of said Act, selected in lieu thereof, together with a cash equalization payment of FIFTY THOUSAND DOLLARS (\$50,000.00) to be paid by the United States of America to the Grantee, the following described tracts of land:

Willamette Meridian, Skamania County, Washington

T. 4 N., R. 9 E.,

- sec. 2, SE $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ , SE $\frac{1}{4}$ SW $\frac{1}{4}$ , SW $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ , S $\frac{1}{4}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ , N $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ , and NW $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ ;
- sec. 3, NW $\frac{1}{4}$ SE $\frac{1}{4}$ ;
- sec. 10, SE $\frac{1}{4}$ SE $\frac{1}{4}$ ;
- sec. 15, NW $\frac{1}{4}$ NE $\frac{1}{4}$  and E $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$ ;
- sec. 35, NE $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ , N $\frac{1}{4}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ , SE $\frac{1}{4}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ , N $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ , and SE $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ .

The areas described aggregate 275.00 acres according to the official plat of the survey of the said lands, on file in the Bureau of Land Management.

NOW KNOW YE, that there is, therefore, granted by the UNITED STATES OF AMERICA unto BROUGHTON LUMBER CO., the lands above described; TO HAVE AND TO HOLD the said lands with all the rights, privileges, immunities, and appurtenances, of whatsoever nature, thereunto belonging, unto the said BROUGHTON LUMBER CO., its successors and assigns forever;

EXCEPTING AND RESERVING TO THE UNITED STATES OF AMERICA, and its assigns from the lands so granted:

1. A right-of-way thereon for ditches or canals constructed by the authority of the United States. Act of August 30, 1890 (43 U.S.C. 945);
2. An exclusive perpetual easement, including all right, title and interest for existing roads as shown approximately on attached Exhibit "A", consisting of 1 sheet, and more particularly identified and described herein, and all appurtenances thereto, over, upon, or under the land so granted. TOGETHER WITH such reasonable rights of temporary use of the lands immediately adjacent to the said rights-of-way as may be necessary for maintenance and/or repair of said roads.

Patent Number 46-95-0084

Registered ☒  
Indexed, Cir ☒  
Indirect ☒  
Filmed ☒  
Mailed ☒

REAL ESTATE EXCISE TAX

OCT 9 1995

PAID *[Signature]*  
*[Signature]*  
SKAMANIA COUNTY TREASURER

Gary M. Olson, Skamania County Assessor  
Date 10-9-95 Parcel # 4-9-110 4-1300 ft of

The exclusivity of said easement shall not be construed to limit the easement rights conveyed to Broughton Lumber Co., or its successors and assigns, which are described below.

Such easement shall be 20 feet on each side of the centerline with such additional width as may be required for adequate protection of cuts and fills, the location of said roads being more particularly described as follows:

A. Forest Development Road No. 1800101 (Berry Creek Road)

Beginning at a point on the east line of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ , sec. 3, T. 4 N., R. 9 E., W.M., which point is approximately 100 feet north of the southeast corner of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ , sec. 3, T. 4 N., R. 9 E., W.M.; Thence in a northwesterly direction, approximately 1400 feet, over and across the NW $\frac{1}{4}$ SE $\frac{1}{4}$ , sec. 3, to a point on the north line of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ , sec. 3, which point is approximately 350 feet east of the center quarter corner of sec. 3, T. 4 N., R. 9 E., W.M.

B. Forest Development Road No. 1840020 (Segment 1)

Beginning at a point on the south line of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ , sec. 2, T. 4 N., R. 9 E., W.M., which point is approximately 650 feet north of the south section line of sec. 2; Thence in a northerly and then southerly direction, approximately 600 feet, over and across the NW $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$  and NE $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ , sec. 2, to a point on the south line of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ , sec. 2, which point is approximately 650 feet north of the south section line of sec. 2, T. 4 N., R. 9 E., W.M.

C. Forest Development Road No. 1840020 (Segment 2)

Beginning at a point on the east line of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ , sec. 2, T. 4 N., R. 9 E., W.M., which point is approximately 400 feet north of the center quarter corner of the south section line of sec. 2; Thence in a westerly and then southerly and then northwesterly direction, approximately 1800 feet, over and across the SE $\frac{1}{4}$ SW $\frac{1}{4}$  of said sec. 2, to a point on the west line of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ , sec. 2, which point is approximately 900 feet north of the west 1/16 corner of the south section line of sec. 2, T. 4 N., R. 9 E., W.M.

IT IS AGREED that Broughton Lumber Co., its successors and assigns, shall have the right to use the existing roads described above, under a non-exclusive easement, without obtaining a road-use permit or other authorization, for all purposes deemed necessary or desirable in connection with the protection, administration, management, and utilization of Broughton Lumber Co. lands or resources, subject, however, to traffic-control regulations under 36 CFR 261.12, and the bearing of road maintenance costs proportionate to use as provided in 36 CFR 212.7(d), attached as Exhibit "B", consisting of 1 sheet, except that no other present or any future administrative rules or regulations shall reduce the rights herein.

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Such easement shall be 20 feet on each side of the centerline with such additional width as may be required for adequate protection of cuts and fills, the location of said easements being more particularly described in A) Forest Development Road No. 1800101; B) Forest Development Road No. 1840020, Segment 1; and, C) Forest Development Road No. 1840020, Segment 2, above.

PROVIDED, that if the Regional Forester determines that the roads, or any segment thereof, are no longer needed for the purposes reserved, the easement of the United States of America shall terminate. The termination shall be evidenced by a statement in recordable form furnished by the Regional Forester to Broughton Lumber Co., its successors or assigns.

3. Those certain grazing rights as contained in the Twin Buttes Sheep and Goat Allotment to William Rill, dated August 16, 1990, for a period ending December 31, 1996, affecting the following lands:

T. 4 N., R. 9 E., W.M.,

sec. 2,	SE $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ , SE $\frac{1}{4}$ SW $\frac{1}{4}$ , SW $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ , S $\frac{1}{4}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ , N $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ , and NW $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ ;	110.00 acres
sec. 3,	NW $\frac{1}{4}$ SE $\frac{1}{4}$ ;	40.00 acres
sec. 10,	SE $\frac{1}{4}$ SE $\frac{1}{4}$ ;	40.00 acres
sec. 15,	that portion lying west of the Oklahoma Road, Skamania County Road No. 3086, amounting to approximately 10 to 15 acres.	

Upon termination of this permit, December 31, 1996, all grazing rights shall automatically vest in Broughton Lumber Co., its successors and assigns. No further notification is required.

PROVIDED that, the Grantee, as a condition of the above grant and by acceptance of this deed, does covenant and agree to the following conditions, these covenants to run with a portion of the land in the SE $\frac{1}{4}$ SE $\frac{1}{4}$ , sec. 35, T. 4 N., R. 9 E., W.M., and shall be binding on all future land owners of said real property. The following conditions shall ensure to the benefit of and be enforceable by suit for injunction or for damages by the United States:

1. Exclude and protect from all commercial timber harvest in old growth Stand 5 and in Timber Stand 1 east of Little White Salmon River, and all portions of Stands 2, 3, 4, and 8, located west of the westerly right-of-way boundary of Oklahoma Road as identified in "Mussleman and Assoc., Inc., Consulting Foresters, Timber Inventory of Broughton Lumber Company and Selected U.S. Forest Service Timberlands for Proposed Timberlands Exchange", dated May 29, 1990, and as shown approximately on Exhibit "C", consisting of 1 sheet, attached hereto and made a part hereof. Said Stands involve 12.7 acres and approximately 502 MBF consisting of merchantable timber 35-years and older as of 1990, subject to the following conditions:

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A. Said merchantable timber may be removed and utilized for personal use if removed for safety reasons, i.e., danger tree removal.

B. No personal use of merchantable timber for other than Item A above will be allowed without payment to the United States of America for the stumpage value of said merchantable timber up to the designated 502 MBF (450 MBF in old growth Stand 5 and Stand 1 east of Little White Salmon River and 52 MBF in Stands 2, 3, 4, and 8 located west of the westerly right-of-way boundary of Oklahoma Road).

C. If removal of said merchantable timber becomes necessary due to a catastrophic event (blowdown, landslide, wildfire) pest or disease infestation, which could negatively affect adjacent timberlands, Grantee will be required to pay to the United States of America, the stumpage value of merchantable timber removed up to the designated 502 MBF (450 MBF in old growth Stand 5 and Stand 1 east of Little White Salmon River and 52 MBF in Stands 2, 3, 4, and 8 located west of the westerly right-of-way boundary of Oklahoma Road).

D. Said conditions of timber restriction shall be terminated when all of the designated 502 MBF (450 MBF in old growth Stand 5 and Stand 1 east of Little White Salmon River and 52 MBF in Stands 2, 3, 4, and 8 located west of the westerly right-of-way boundary of Oklahoma Road) has been removed and paid for by the Grantee or future land owners of said real property.



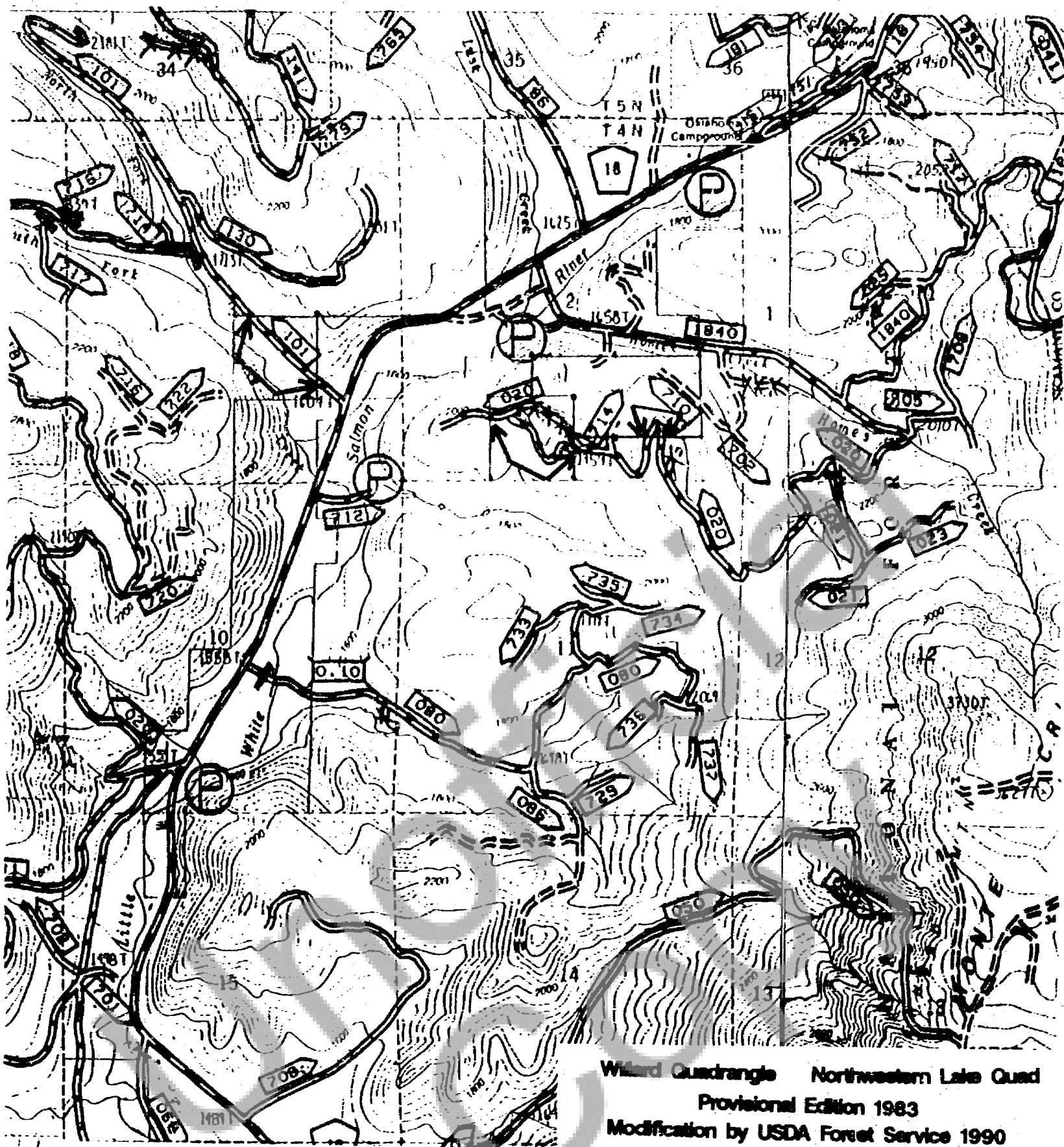
IN TESTIMONY WHEREOF, the undersigned authorized officer of the Bureau of Land Management, in accordance with the provisions of the Act of June 17, 1948 (62 Stat. 476), has, in the name of the United States, caused these letters to be made Patent, and the Seal of the Bureau to be hereunto affixed.

Given under my hand, in Portland, Oregon  
the twenty-seventh day of September  
in the year of our Lord one thousand nine hundred and  
ninety-five and of the Independence of the  
United States the two hundred and twentieth.

By William E. Blum  
Acting Chief, Branch of Realty  
and Records Services

Patent Number 46-95-0084





Willard Quadrangle Northwest Lake Quad  
 Provisional Edition 1983  
 Modification by USDA Forest Service 1990

**U.S.A. & BROUGHTON LUMBER COMPANY**  
**LAND EXCHANGE - OR 50343 - GIP No. 121**  
**SKAMANIA COUNTY, WASHINGTON**

Existing Road R.O.W.  
 Reserved By U.S.A.  
 In PATENT  
 46-35-0084



T. 4 N., R. 9 E., W.M.

SE1/4 Sec. 2, &  
 NW1/4SE1/4 Sec. 3

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**EXHIBIT 'A'**  
 Sheet 1 of 1

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(d) Maintenance and reconstruction of Forest Service roads by users--

(1) **Maintenance.** The Chief may require, but not in conflict with an existing permit, easement, contract, or other agreement, the user or users of a road, including purchasers of Government timber and other products, to maintain the roads in a satisfactory condition commensurate with the particular use requirements of each. The maintenance to be borne by each user shall be proportionate to total use and no individual user shall be required to perform or bear the costs of maintenance other than that commensurate with his use.

(2) **Reconstruction.** The Chief may require, but not in conflict with an existing permit, easement, contract, or other agreement, the user or users of a road to reconstruct it when, at the time the use is requested, reconstruction is determined to be necessary to accommodate his use.

(3) **Deposits in lieu of performance.** If the maintenance or reconstruction cannot be so provided or if the Chief determines that maintenance or reconstruction by a user would not be practical, the Chief may require that sufficient funds be deposited by the user to provide his portion of the total maintenance or reconstruction costs. Deposits made to cover maintenance or reconstruction of roads shall be used for the purposes deposited, except that:

(i) Deposits received for work on adjacent and overlapping areas may be combined when it is the most practicable and efficient manner of performing the work, and cost thereof may be determined by estimates, and

(ii) Unexpended balances upon accomplishment of the purposes for which deposited shall be transferred to miscellaneous receipts or refunded.

CFR 261.12 - Forest development roads and trails.

The following are prohibited:

(a) Violating the load, weight, height, length, or width limitations prescribed by State law except by special-use authorization or written agreement or by order issued under #261.54 of this Chapter.

(b) Failing to have a vehicle weighed at a Forest Service weighing station, if required by a sign.

(c) Damaging and leaving in a damaged condition any such road, trail, or segment thereof.

(d) Blocking, restricting, or otherwise interfering with the use of a road, trail, or gate.

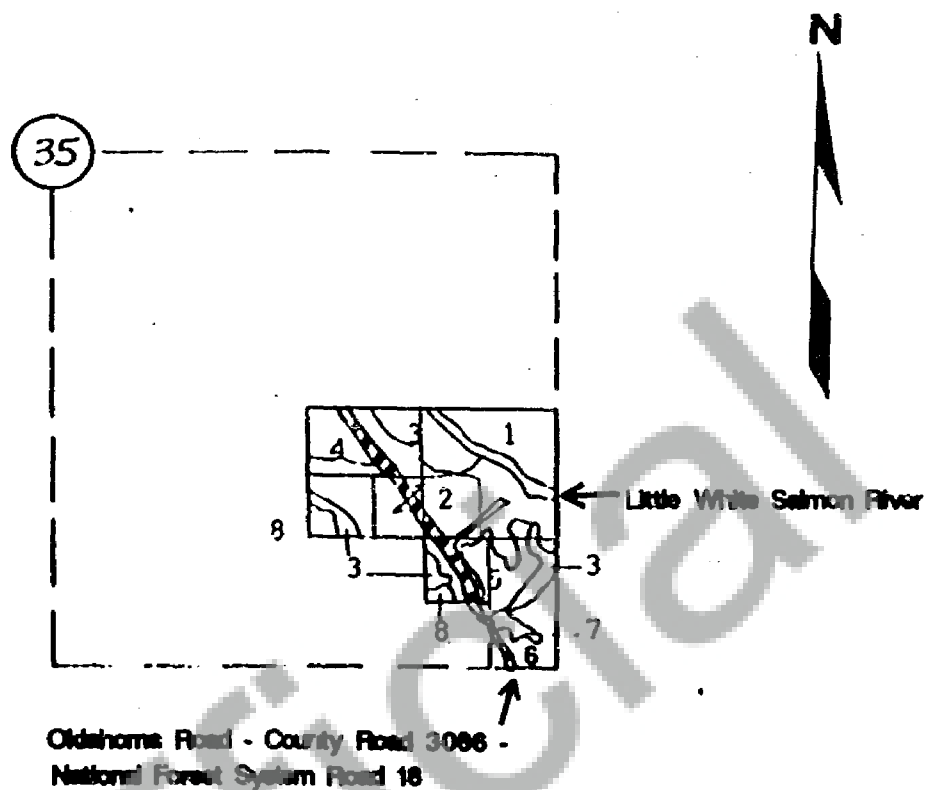
EXHIBIT "B"

Sheet 1 of 1

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Muslemann and Assoc., Inc., Consulting Foresters, Timber Inventory of  
 BROUGHTON LUMBER COMPANY - U. S. FOREST SERVICE EXCHANGE  
 U.S. Forest Service Selected Timberlands  
 Township 4N., Range 9E., Section 35  
 N1/2SE1/4SE1/4, N1/2SE1/4SE1/4SE1/4, and  
 SE1/4SE1/4SE1/4SE1/4  
 Total Acres: 27.50



Stand No.	Stand Acres
1	3.20
2	11.50
3	2.20
4	1.60
5	2.20
6	2.50
7	0.50
8	0.90
NP (Road, Water)	2.90
	27.50

EXHIBIT "C"

Sheet 1 of 1

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