

FILED FOR RECORD
SKAMANIA CO. WASH
BY SDS

OR 50343 (WA)

Oct. 9 12:36 PM '95

P. Harry
AUDITOR
CARY M. OLSON

UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

QUITCLAIM DEED

123475

BOOK 152 PAGE 8/6

THE UNITED STATES OF AMERICA, acting through the Department of the Interior, Bureau of Land Management, Grantor; for and in consideration of an exchange of land, conveys and quitclaims to BROUGHTON LUMBER CO., A Washington Corporation, Grantee, pursuant to Sec. 9 of the COLUMBIA RIVER GORGE NATIONAL SCENIC AREA ACT of November 17, 1986 (100 Stat. 4274; 16 U.S.C. 544g), all interest in the following described real estate, situation and included within the limits of the Gifford Pinchot National Forest, in the County of Skamania, State of Washington, to-wit:

17667

Willamette Meridian

REAL ESTATE EXCISE TAX

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

sec. 15, NE $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$, S $\frac{1}{4}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$,
NE $\frac{1}{4}$ SW $\frac{1}{4}$, and NW $\frac{1}{4}$ SE $\frac{1}{4}$,

sec. 35, SW $\frac{1}{4}$.

OCT 9 1995

PAID 148.00

Debalt

SKAMANIA COUNTY TREASURER

The area described contains 430.00 acres according to the official plan of the survey of the said land, on file in the Bureau of Land Management.

TO HAVE AND TO HOLD the same unto said BROUGHTON LUMBER CO. and its assigns forever.

EXCEPTING AND RESERVING TO THE UNITED STATES and its assigns from the land so granted:

1. A right-of-way for ditches or canals constructed by the authority of the United States (Act of August 30, 1890, 43 U.S.C. 945); and
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 the maintenance and/or repair of said roads. 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 road being more particularly described as follows:

Page 1 of 3

Registered
 Indexed, Cir
 Indirect
 Filmed
 Mailed

OR 50343 (WA)

Forest Development Road No. 1800011

Beginning at a point on the east line of the NE $\frac{1}{4}$ SW $\frac{1}{4}$, sec. 35, T. 4 N., R. 9 E., W.M., which point is approximately 1300 feet north of the south quarter corner of sec. 35, T. 4 N., R. 9 E., W.M.; Thence in a westerly direction, approximately 3500 feet, over and across the SW $\frac{1}{4}$ of sec. 35, to a point on the west line of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of sec. 35, which point is approximately 700 feet north of the section corner common to secs. 34 and 35, T. 4 N., R. 9 E., W.M., and secs. 2 and 3, T. 3 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. 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 Forest Development Road No. 1800011, 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.

The true consideration for this conveyance is the exchange of other real property, along with a cash equalization payment of FIFTY THOUSAND DOLLARS (\$50,000.00) being paid by the United States of America to the Grantee, which is the whole consideration.

Dated this 27 day of September, 1995.

UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

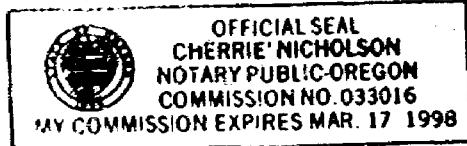
By

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

OR 50343 (WA)

ACKNOWLEDGEMENT

State of Oregon)
County of Multnomah)
) ss.



On this 27th day of September, 1995, before me personally appeared William E. Biesen who, being duly sworn, did say that he is the Acting Chief, Branch of Realty and Records Services, Oregon State Office, Bureau of Land Management, and that he executed the foregoing instrument by the authority of and in behalf of the United States of America; and he acknowledged said instrument to be the act and deed of the United States of America.

Cherrie' Nicholson
Notary Public in and for the State of Oregon

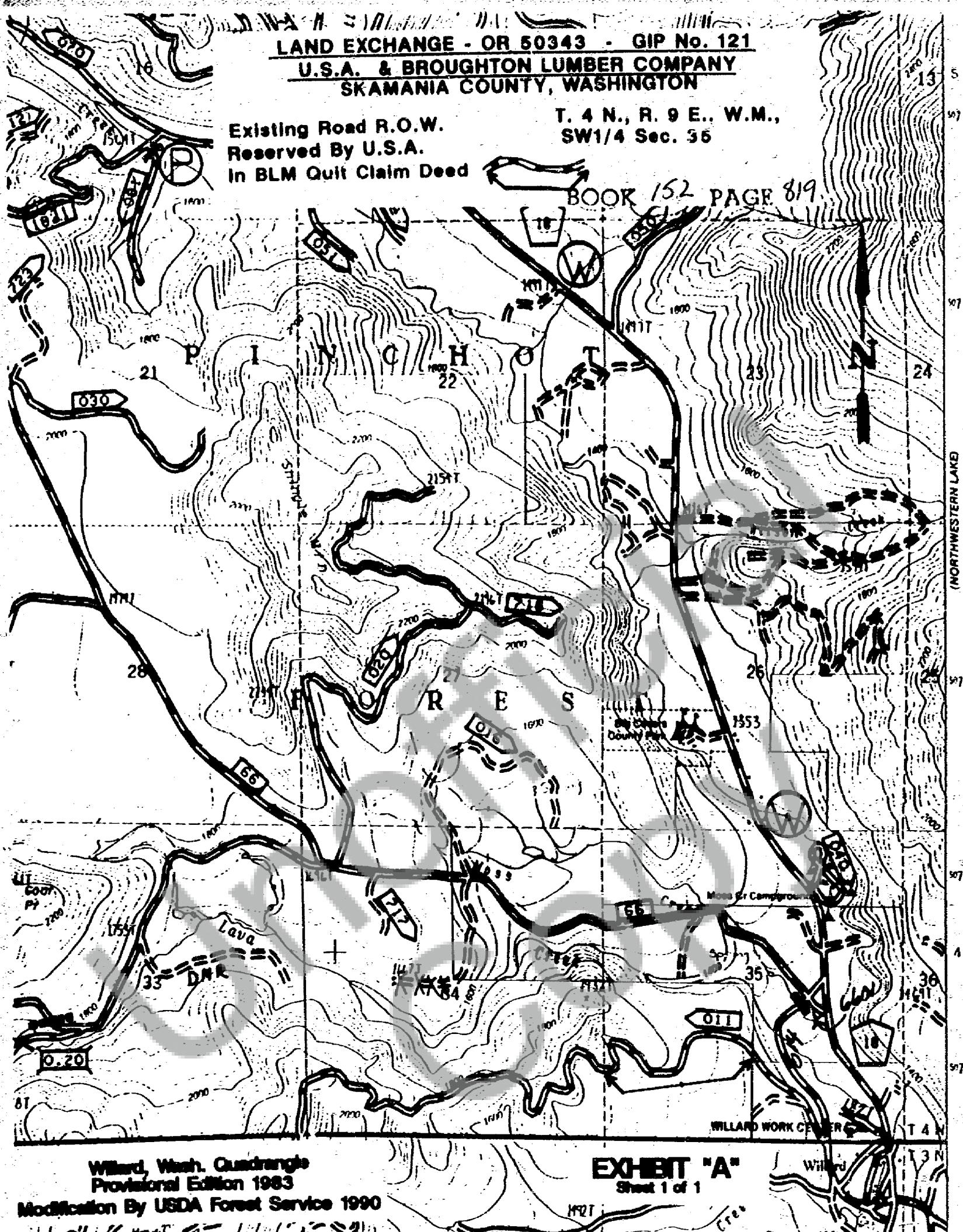
LAND EXCHANGE - OR 50343 - GIP No. 121

U.S.A. & BROUGHTON LUMBER COMPANY
SKAMANIA COUNTY, WASHINGTON

Existing Road R.O.W.
Reserved By U.S.A.
In BLM Quit Claim Deed

T. 4 N., R. 9 E., W.M.,
SW1/4 Sec. 36

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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