

AFTER RECORDING, RETURN TO:

USDA Forest Service
Attn: Gianna Vaccaro
501 E 5th Street #404
Vancouver, WA 98661

SKAMANIA COUNTY
REAL ESTATE EXCISE TAX

32133
OCT 04 2016

PAID 6063.80
Cg depoly
SKAMANIA COUNTY TREASURER

PROPERTY ENTERING TAX EXEMPT STATUS

Document Title(s) (or transactions contained therein):

Warranty Deed

Grantor(s) (Last name first, then first name and initials):

North Bonneville Rock Quarry, LLC, a Washington limited liability company

Grantees(s) (Last name first, then first name and initials):

United States of America

Legal description (Abbreviated; i.e. lot, block, plat or section, township, range, qtr./qtr.):

W $\frac{1}{2}$ NW $\frac{1}{4}$, S $\frac{1}{2}$, sec. 9, T. 2 N., R. 7 E., W.M.

Complete description is on page 1 of the recording document

Reference Number(s) of Documents assigned or released:

Assessor's Property Tax Parcel/ Account Number:

Assessor's Tax Parcel ID # 02070900030000 *7m 10/4/16*

Warranty Deed

Forest Case No. GIP #385

WARRANTY DEED

NORTH BONNEVILLE ROCK QUARRY, LLC, a Washington limited liability company, Grantor, for the true and actual consideration of THREE HUNDRED NINETY- SIX THOUSAND and no/100 Dollars (\$396,000.00) paid by Grantee pursuant to the National Trails System Act of October 2, 1968 (P.L. 90-543, 82 Stat. 919, as amended) and the Organic Act of August 3, 1956 (P.L. 84-979, 70 Stat. 1032), the receipt of which is hereby acknowledged, does hereby convey and warrant unto the **UNITED STATES OF AMERICA**, Grantee, and its assigns, all of the following described real property in the County of Skamania, State of Washington:

Willamette MeridianT. 2 N., R. 7 E.,

Skamania County Assessor

Date 10-4-16 Parcel# 2-7-9-0-0-300sec. 9, West half of the Northwest quarter and South half. *mn*

EXCEPTING therefrom that portion lying West of the thread of Greenleaf Creek.

ALSO EXCEPTING therefrom the North 1208 feet of the East 2925 feet of the South half of said Section 9.

The area described contains 273.00 acres, more or less.

Together with all improvements and appurtenances thereon.

RESERVING TO THE GRANTOR, for itself, its successors, and assigns, a nonexclusive right-of-way for an existing road over and across land in the County of Skamania, State of Washington, as described and as shown approximately on Exhibit A attached hereto and made a part hereof.

SUBJECT TO:

- 1 Right of Way Contract, including the terms and provisions thereof, in favor of Northwest Pipeline Corporation, recorded February 6, 1956, in Book 41, Page 104. Amended by Instrument recorded August 1, 1977, in Book 73, Page 153, Records of Skamania County, Washington.
- 2 Transmission Line and Access Road Easement, including the terms and provisions thereof, in favor of United States of America (Bonneville Power Administration) and its assigns, recorded May 21, 1964, in Book 52, Page 494, Records of Skamania County, Washington.
- 3 Easement as disclosed by Lis Pendens Case No. 61-73C3, including the terms and provisions thereof, recorded April 16, 1973, in Book 65, Page 126, Records of Skamania County, Washington.
- 4 Easement, including the terms and provisions thereof as contained in Quitclaim Deed, recorded December 31, 1979, in Book 77, Page 747, Records of Skamania County, Washington.

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- 5 Easement, including the terms and provisions thereof, recorded July 22, 1982, in Book 81, Page 358, Records of Skamania County, Washington.
- 6 Easement and Reservation, including the terms and provisions thereof as contained in Deed, recorded May 2, 1986, in Book 101, Page 13, Records of Skamania County, Washington.
- 7 Boundary Line Agreement Deed, including the terms, provisions and restrictions thereof as contained in said deed, recorded February 8, 1995, in Book 148, Page 185, Records of Skamania County, Washington.
- 8 Skamania County Community Development Department Administrative Decision, including the terms and provisions thereof, recorded June 10, 2014, as Auditor File No. 2014000915, Records of Skamania County, Washington.
- 9 Quit Claim Deed (Minerals), in favor of North Bonneville Rock Quarry, LLC, a Washington limited liability company as successor in interest to Farwest Portable Crushing, Inc., a Washington corporation, recorded July 8, 2014, as Auditor File No. 2014001116, Records of Skamania County, Washington.
- 10 Easement, including terms and provisions thereof, in favor of United States of America (Bonneville Power Administration) and its assigns, recorded January 27, 2015, Auditor File No. 2015000122, Records of Skamania County, Washington.
- 11 Easement Agreement, including the terms and provisions thereof, in favor of Farwest Portable Crushing, Inc., a Washington corporation, recorded October 28, 2013, as Auditor File No. 2013002368, Records of Skamania County, Washington.
- 12 Quit Claim Deed (Minerals), in favor of United States of America, recorded August 12, 2015, as Auditor File No. 2015001678, Records of Skamania County, Washington.
- 13 Release of Easement, executed by the State of Washington, Department of Natural Resources, recorded September 23, 2015, as Auditor File No. 2015001973, Records of Skamania County, Washington.
- 14 Release of Reserved Easement, executed by Pirfil Cam, recorded September 28, 2016 as Auditor File No. 2016002009, Records of Skamania County, Washington.

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The acquiring agency is the Forest Service, U.S. Department of Agriculture.

Dated this 14 day of 9, 2016.

North Bonneville Rock Quarry, LLC
a Washington limited liability company

D. T. Salka

By: DONN THEODORE SALKA
Title: Member

ACKNOWLEDGMENT

STATE OF WASHINGTON)

)ss.
County of Skamania)

On this 14 day of September, 2016, before me, the undersigned, a Notary Public in and for said State personally appeared Donn Theodore Salka, known/proved to me to be the Member of **North Bonneville Rock Quarry, LLC**, a Washington limited liability company that executed the within and foregoing instrument and acknowledged to me that such corporation executed the same.

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



Julie A. Andersen
Name (Printed) Julie A. Andersen
Residing at Carson, Washington
My Commission Expires 6/17/2018

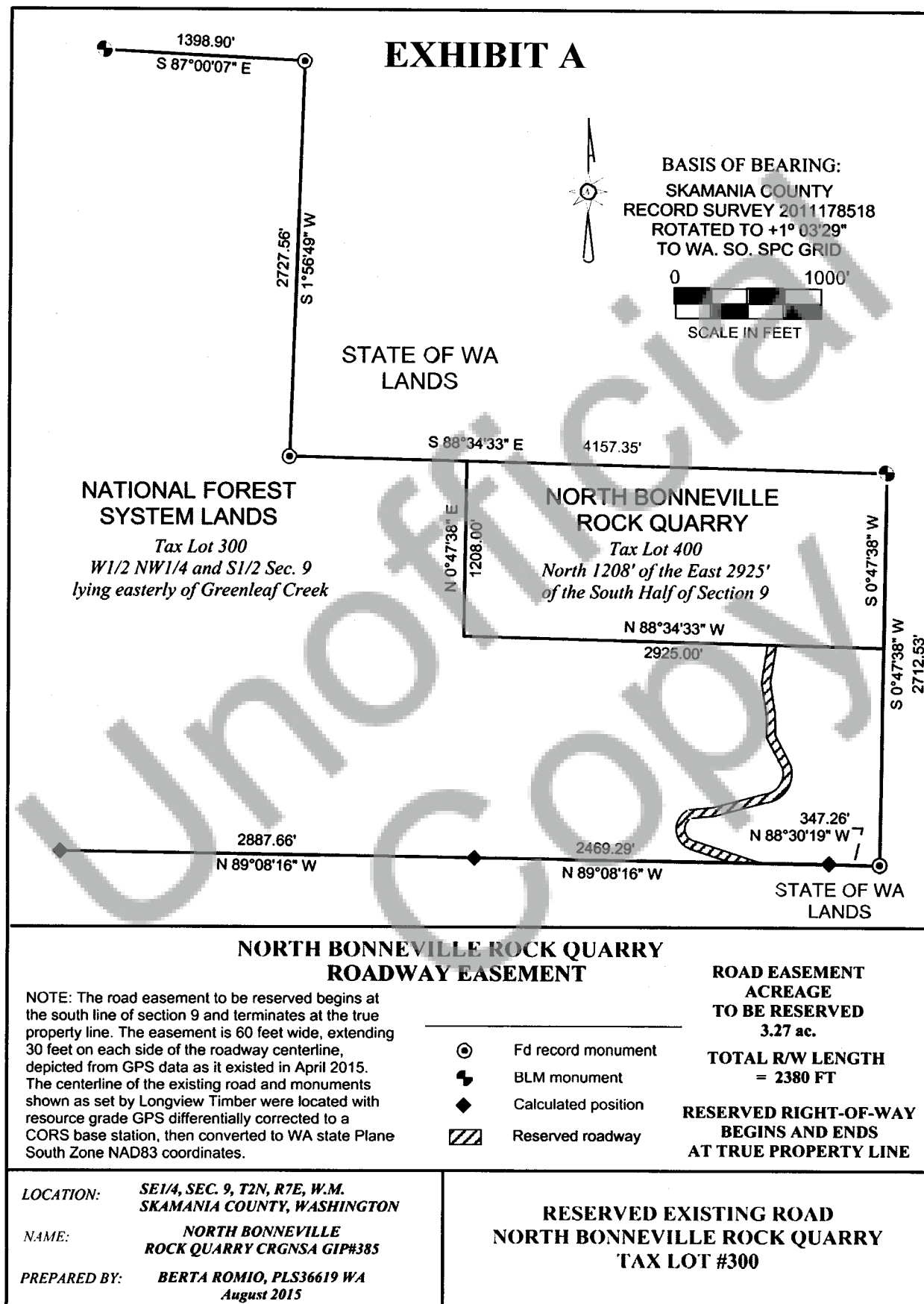
Approved as to consideration, description, reservations or conditions, and form.

Gianna Vaccaro
Gianna Vaccaro, Realty Specialist, USDA Forest Service

Sept. 14, 2016
Date

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Exhibit A**Right-of-Way**

Over and across a strip of land located in the SE1/4 of Section 9, T.2 N., R.7 E., W.M., Skamania County, Washington being 60 feet in width, 30 feet each side of the following described centerline:

Beginning at a point on the south line of Section 9 which bears North 88°54' West, 935 feet distance from the southeast corner of Section 9; thence North 72° West a distance of 403 feet to the beginning point of a curve to the right having a radius of 115 feet and a central angle of 132°02', thence along said curve to the right for an arc length of 265 feet, said curve having a chord bearing of North 01° West for 210 feet; thence North 85° East a distance of 160 feet; thence North 75° East a distance of 365 feet to the beginning point of a curve to the left having a radius of 174 feet and a central angle of 102°05', thence along said curve to the left for an arc length of 310 feet, said curve having a chord bearing of North 35° 30' East for 270.60; thence North 27°30' West a distance of 235 feet; thence North 00°30' West a distance of 150 feet; thence North 9° West a distance of 225 feet; thence North 9° East a distance of 265 feet more or less, to the south line of Tax Lot 400, being the North 1208 feet of the East 2925 feet of the South half of Section 9, containing 3.27 acres.

Subject To:

1. Easement, including the terms and provisions thereof, in favor of United States of America, Bonneville Power Administration, recorded May 21, 1964, in Book 52, Page 494, Records of Skamania County, Washington.
2. Quitclaim deed, including the terms and provisions thereof, in favor of United States of America, Bonneville Power Administration, recorded December 31, 1979, in Book 77, Page 747, Records of Skamania County, Washington.
3. Easement, including the terms and provisions thereof, in favor of United States of America, Bonneville Power Administration, recorded January 27, 2015, as Auditor File No. 2015000122, Records of Skamania County, Washington.
4. Easement Agreement, including the terms and provisions thereof, in favor of Farwest Portable Crushing, Inc., recorded October 28, 2013, as Auditor File No. 2013002368, Records of Skamania County, Washington.

The road under the provisions of this right-of-way reservation will be under the jurisdiction and control of the Forest Service. The Forest Service alone may extend or grant rights and privileges for use of the road to other users, including members of the public and other Government Departments and Agencies, States, and local subdivisions. Such grants may be in the form of regulations, permits, easements, or licenses, as appropriate.

This reservation is limited to ingress and egress for all purposes deemed necessary or desirable in connection with the protection, administration, management, and utilization of the Grantor's

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Exhibit A

lands served by this road, now owned, subject to any such traffic control regulations and rules as the Grantee may reasonably impose of other users of the road.

Said easement shall be 60 feet in width, lying equally on both sides of the centerline, with such reasonable rights of temporary use of lands immediately adjacent to said right-of-way as may be necessary for maintenance and/or repair of said road. Upon termination of commercial use of the road for a period of not less than 5 consecutive years, the road width shall automatically narrow to 20 feet in width, being 10 feet each side of centerline, and all right, title and interest to the abandoned portions of the road shall accrue to the United States.

The above reservation is made subject to the Secretary of Agriculture's Rules and Regulations pertaining to use, occupancy and operation of rights-of-way (36 CFR §251.18), bearing of road maintenance costs proportionate to use (36 CFR §212.5(d)), traffic-control regulations (36 §CFR 261.12), and dust abatement requirements, attached hereto as Exhibits B, C, D, E, and F respectively, and the terms, provisions, and conditions thereof are applicable to the Grantor, its successors, licensees, permittees, agents and contractors.

PROVIDED, that if the Grantor determines in writing that the road described herein, or any segment thereof, is no longer needed or no longer serves the purpose as deemed, the reservation for that road or segment shall terminate. In the event of such determination, the Grantor shall furnish to the Forest Service and its assigns an executed recordable form evidencing termination in favor of the United States of America.

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Exhibit B**United States Department of Agriculture
Forest Service****CONDITIONS, RULES AND REGULATIONS
OF THE SECRETARY OF AGRICULTURE
GOVERNING EXERCISE OF RIGHTS-OF-WAY RESERVED
IN CONVEYANCES TO THE UNITED STATES**

Code of Federal Regulations - Title 36 - Chapter II - Section 251.18

This section governs the use, occupancy, and operation of rights-of-way reserved by a grantor of lands to the United States.

such improvements shall vest in and become the property of the United States.

(a) Brush and refuse resulting from the exercise of the right-of-way reservation shall be disposed of to the satisfaction of the Forest Officer in charge.

(b) Timber cut and destroyed in the exercise of the right-of-way reservation shall be paid for at rates to be prescribed by the Forest Officer in charge, which rates shall be the usual stumpage prices charged in the locality in sales of national forest timber of the same kind or species; for injury to timber, second growth, and reproduction, the amount of actual damage shall be ascertained by the Forest Supervisor according to the rules applicable in such cases.

(c) All improvements built or maintained upon the right-of-way shall be kept in an orderly, safe and sanitary condition. Failure to maintain such conditions shall be cause for the termination of the reservation after 30 days' notice in writing to the occupant or user that unsatisfactory conditions exist and that the Department intends to terminate all rights under the reservation unless such conditions are forthwith corrected to the satisfaction of the Regional Forester.

(d) Upon the abandonment of a reserved right-of-way, either by formal release, by termination, or by non-use for a period of one calendar year, all improvements thereon not the property of the United States shall be removed therefrom within three months from the date of the abandonment, otherwise

(e) All reasonable precautions to prevent and suppress forest fires shall be taken by the grantor and all persons acting for or claiming under him; suitable crossings shall be constructed by grantor and/or said persons where the reserved right-of-way intersects existing roads and trails; borrow pits shall not be opened outside of the immediate graded section except under a special use permit from the Forest Supervisor.

(f) Officers of the Forest Service shall have free ingress and egress on and over the reserved rights-of-way for all purposes necessary and incidental to the protection and administration of the national forest.

(36 Stat. 962, as amended; 16 U.S.C. 518)

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Exhibit C**United States Department of Agriculture
Forest Service****CONDITIONS, RULES AND REGULATIONS
OF THE SECRETARY OF AGRICULTURE
GOVERNING MAINTENANCE AND RECONSTRUCTION OF
FOREST SERVICE ROADS BY USERS****Code of Federal Regulations - Title 36 - Chapter II - Section 212.5(d)**

(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.

[39 FR 27649, 7/31/1974, as amended at 42 FR 2957, 1/14/1977; 43 FR 20007, 5/10/1978; 62 FR 58654, 10/30/1997. Redesignated and amended at 62 FR 58654, 10/30/1997; 66 FR 3217, 1/12/2001]

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Exhibit E**DUST ABATEMENT REQUIREMENTS**

Description: Dust abatement consists of furnishing all necessary materials and applying products, such as potable water or other materials to reduce dust generated from traffic on the road surface. Reducing speed traffic is also an acceptable dust abatement procedure.

Unless otherwise agreed in writing by Grantee, Grantor shall:

1. Obtain advance approval from Grantee for the type and rate of application of the product(s) or other material(s) to be used for dust abatement.
2. Obtain and apply approved dust abatement product(s) or other material(s) as necessary to control surface loss.
3. Ensure dust abatement product(s) or other material(s), including water, are not applied excessively to prevent runoff from the road surface which would otherwise result in pollution or unnecessary waste.
4. Apply product only during summer and early fall seasons and never when weather is foggy or if rain is anticipated within 24 hours of application.
5. Maintain dust abatement procedures as required within 200 feet distance from the centerline of the Pacific Crest Trail during operation and use of the road.
6. Reduce traffic speed to 15 mph or less within 200 feet distance from the centerline of Pacific Crest Trail.

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Exhibit D

**United States Department of Agriculture
Forest Service**

**CONDITIONS, RULES AND REGULATIONS
OF THE SECRETARY OF AGRICULTURE
GOVERNING PROHIBITED ACTIVITIES ON
NATIONAL FOREST SYSTEM ROADS AND TRAILS**

Code of Federal Regulations - Title 36 - Chapter II - Section 261.12

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.

[43 FR 2957, 1/14/1977, as amended at 46 FR 33520, 6/30/1981; 49 FR 25450, 6/21/1984; 55 FR 25832, 6/25/1990]