

106158

BOOK III PAGE 865

EASEMENT FOR RIGHT-OF-WAY

The Secretary of the Interior, by his authorized representative, the Regional Director, U.S. Fish and Wildlife Service, in accordance with Title 50 of the Code of Federal Regulations, Part 29, Subpart B, hereby grants to the Department of Fisheries, of Thurston County, a governmental entity of the State of Washington, herein designated as the Grantee, an easement for a patrol-seized gear storage building upon the lands of the United States described as follows:

Township 3 North, Range 9 East, Willamette Meridian  
Section 26, within the SW1/4 SE1/4 NW1/4,  
containing 0.05 acres, more or less.

By accepting this easement, the Grantee agrees to those portions of Part 29, Subpart B of Title 50 of the Code of Federal Regulations which are attached hereto as Exhibit A and made a part hereof.

The term of this Easement for Right-of-Way is 50 years, renewable thereafter with the approval of the Regional Director.

IN WITNESS WHEREOF, I have hereunto set my hand this 9th day of August, 1988.

THE UNITED STATES OF AMERICA

Jay Edwards  
Regional Director  
U.S. FISH AND WILDLIFE SERVICE

The above instrument together with all terms and conditions thereof, is hereby accepted this 18th day of October, 1988.

State of Washington

Joseph Blum  
Director  
Department of Fisheries

FILED FOR RECORD  
SKAMANIA CO. WASH  
BY DEPT OF FISHERIES  
LAND & RECREATION DIVISION  
Nov 14 12 53 PM '88  
A. D. Dep. Dep  
AUDITOR  
GARY M. OLSON

Little White Salmon NFH (M1)

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CORPORATION ACKNOWLEDGEMENT

STATE OF WASHINGTON )  
 )SS.  
COUNTY OF Thurston )

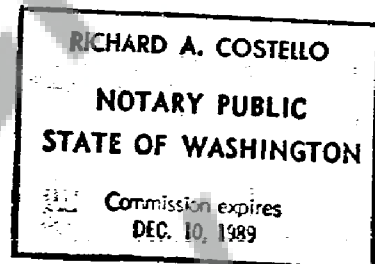
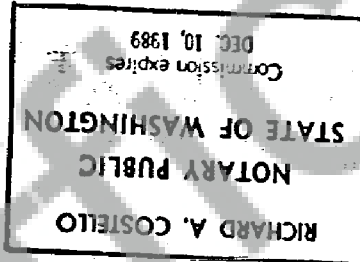
On October 18, 1988, before me personally appeared Joseph R. Blum to me known to me to be the Director of the Department of Fisheries, State of Washington, which executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said governmental entity, for the uses and purposes therein mentioned, and an oath stated that he was authorized to execute said instrument and that the seal affixed is the seal of said governmental entity.

In WITNESS whereof I have hereunto set my hand and official seal the day and year first above written.

Richard A. Costello  
(Signature)

Notary Public, in and for the State of Washington, residing at

Olympia



STATE OF OREGON )  
 )SS.  
COUNTY OF MULTNOMAH )

On August 9, 1988, before me personally appeared Gary Edwards, Acting Regional Director, known to me to be the person described in and who executed the foregoing instrument and acknowledged to me he executed the same as his free act and deed.

Robert H. Spence  
Notary Public, in and for the State

, residing

Ash Court

My commission expires: 2-29-90

EXHIBIT "A"

TERMS AND CONDITIONS

- (a) Any right-of-way, easement, or permit granted will be subject to outstanding rights, if any, in third parties.
- (b) An applicant, by accepting an easement or permit agrees to such terms and conditions as may be prescribed by the Regional Director in the granting document. Such terms and conditions shall include the following, unless waived in part by the Regional Director, and may include additional special stipulations at his discretion.

Little White Salmon NFH (MI)

- (1) To comply with State and Federal laws applicable to the project within which the easement or permit is granted, and to the lands which are included in the easement or permit area, and lawful existing regulations thereunder.
- (2) To clear and keep clear the lands within the easement or permit area to the extent and in the manner directed by the project manager in charge; and to dispose of all vegetative and other material cut, uprooted, or otherwise accumulated during the construction and maintenance of the project in such a manner as to decrease the fire hazard and also in accordance with such instructions as the project manager may specify.
- (3) To prevent the disturbance or removal of any public land survey monument or project boundary monument unless and until the applicant has requested and received from the Regional Director approval of measures the applicant will take to perpetuate the location of aforesaid monument.
- (4) To take such soil and resource conservation and protection measures, including weed control on the land covered by the easement or permit as the project manager in charge may request.
- (5) To do everything reasonably within his power, both independently and on request of any duly authorized representative of the United States, to prevent and suppress fires on or near land to be occupied under the easement or permit area, including making available such construction and maintenance forces as may be reasonably obtainable for the suppression of such fires.
- (6) To rebuild and repair such roads, fences, structures, and trails as may be destroyed or injured by construction work and, upon request by the Regional Director, to build and maintain necessary and suitable crossings for all roads and trails that intersect the works constructed, maintained, or operated under the easement or permit.
- (7) To pay the United States the full value for all damages to the lands or other property of the United States caused by him or his employees, contractors, or agents of the contractors, and to indemnify the United States against any liability for damages to life, person, or property arising from the occupancy or use of the lands under the easement or permit, except where the easement or permit is granted hereunder to a State or other governmental agency which has no legal power to assume such a liability with respect to damages caused by it to lands or property, such agency in lieu thereof agrees to repair all such damages. Where the easement or permit involves lands which are under the exclusive jurisdiction of the United States, the holder or his employees, contractors, or agents of the contractors, shall be liable to third parties for injuries incurred in connection with the easement or permit area. Grants of easement or permits involving special hazards will impose liability without fault for injury and damage to the land and property of the United States up to a specified maximum limit commensurate with the foreseeable risks or hazards presented. The amount of no-fault liability for each occurrence is hereby limited to no more than \$1,000,000.00.
- (8) To notify promptly the project manager in charge of the amount of merchantable timber, if any, which will be cut, removed, or destroyed in the construction and maintenance of the project, and to pay the United States in advance of construction such sum of money as the project manager may determine to be the full stumpage value of the timber to be so cut, removed, or destroyed.

(9) That all or any part of the easement or permit granted may be suspended or terminated by the Regional Director for failure to comply with any or all terms and conditions of the grant, or for abandonment. A rebuttable presumption of abandonment is raised by deliberate failure of the holder to use for any continuous 2-year period the easement or permit for the purpose for which it was granted or renewed. In the event of noncompliance or abandonment, the Regional Director will notify in writing the holder of the easement or permit of his intention to suspend or terminate such grant 60 days from the date of the notice, stating the reasons therefor, unless prior to that time the holder completes such corrective actions as are specified in the notice. The Regional Director may grant an extension of time within which to complete corrective actions when, in his judgment, extenuating circumstances not within the holder's control such as adverse weather conditions, disturbance to wildlife during breeding periods or periods of peak concentration, or other compelling reasons warrant. Should the holder of a right-of-way issued under authority of the Mineral Leasing Act, as amended, fail to take corrective action within the 60-day period, the Regional Director will provide for an administrative proceeding pursuant to 5 U.S.C. 554, prior to a final Departmental decision to suspend or terminate the easement or permit. In the case of all other right-of-way holders, failure to take corrective action within the 60-day period will result in a determination by the Regional Director to suspend or terminate the easement or permit. No administrative proceedings shall be required where the easement or permit terminates under its terms.

(10) To restore the land to its original condition to the satisfaction of the Regional Director so far as it is reasonably possible to do so upon revocation and/or termination of the easement or permit, unless this requirement is waived in writing by the Regional Director. Termination also includes permits or easements that terminate under the terms of the grant.

(11) To keep the project manager informed at all times of his address, and, in case of corporations, of the address of its principal place of business and the names and addresses of its principal officers.

(12) That in the construction, operation, and maintenance of the project, he shall not discriminate against any employee or applicant for employment because of race, creed, color, or national origin and shall require an identical provision to be included in all subcontracts.

(13) That the grant of easement or permit shall be subject to the express condition that the exercise thereof will not unduly interfere with the management, administration, or disposal by the United States of the land affected thereby. The applicant agrees and consents to the occupancy and use by the United States, its grantees, permittees, or lessees of any part of the easement or permit area not actually occupied for the purpose of the granted rights to the extent that it does not interfere with the full and safe utilization thereof by the holder. The holder of an easement or permit also agrees that authorized representatives of the United States shall have the right of access to the easement or permit area for the purpose of making inspections and monitoring the construction, operation, and maintenance of facilities.

(14) That the easement or permit herein granted shall be subject to the express covenant that any facility constructed thereon will be modified or adapted, if such is found by the Regional Director to be necessary, without liability or expense to the United States, so that such facility will not conflict with the use and occupancy of the land for any authorized works which may hereafter be constructed thereon under the authority of the United States. Any such modification will be planned



and scheduled so as not to interfere unduly with or to have minimal effect upon continuity of energy and delivery requirements.

(15) That the easement or permit herein granted shall be for the specific use described and may not be construed to include the further right to authorize any other use within the easement or permit area unless approved in writing by the Regional Director.

(16) Provide the Regional Office, Division of Realty (ARW/RE), with an as-built description of the project to include a legal description and map which ties the project in to U.S. Government Cadastral Monuments(s).

(17) The applicant will be responsible for securing all the necessary utilities and payments for same for the term of the easement.

#### CONSTRUCTION

(A) If construction is not commenced within two (2) years after date of right-of-way grant, the right-of-way may be cancelled by the Director of the U.S. Fish and Wildlife Service at his discretion.

(b) Proof of construction: Upon completion of construction, the applicant shall file the attached Certificate of Completion with the Regional Director.

CERTIFICATION OF COMPLETION OF CONSTRUCTION

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ of  
the \_\_\_\_\_; that the right-of-way for a

\_\_\_\_\_ authorized by the Fish and Wildlife  
Service was actually constructed; and that this organization has in all things com-  
plied with the stipulations of the right-of-way as granted.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature of Official)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Organization)

Little White Salmon (M1)