

111485

USDA FOREST SERVICE

FILE RECORD  
STATE OF WASH

61 Longview Fibre

JUN 28 1 18 PM '91

P. Lowry

BOOK 123 PAGE 889

2730

Road No. 6808123

GARY L. LUTON

FOREST ROAD AND TRAIL ACT  
PRIVATE ROAD EASEMENTCORRECT AS TO CONSIDERATION,  
DESCRIPTION AND CONDITIONS.  
11/11/90

THIS EASEMENT, dated this 26th day of September, 1990, from the United States of America, acting by and through the Forest Service, Department of Agriculture, hereinafter called Grantor, to LONGVIEW FIBRE COMPANY, a corporation of the State of Washington, and its contractors, assignees, and successors in interest, hereinafter collectively called Grantee.

WITNESSETH:

WHEREAS, Grantee has applied for a grant of an easement under the Act of October 13, 1964 (78 Stat. 1089, 16 U.S.C. 532-538) for a road over certain lands owned by the United States in the County of Skamania, State of Washington, and administered by the Forest Service, Department of Agriculture.

NOW THEREFORE, Grantor, for and in consideration of reciprocal easements received by Grantor, does hereby grant to Grantee, its successors and assigns, and to successors in interest to any lands now owned or hereafter acquired by Grantee, subject to existing easements and valid rights, a perpetual easement for a road along and across a strip of land, over and across the following described lands in the County of Skamania, State of Washington:

Road No. 6808123

T. 3 N., R. 8 E., W.M.

sec. 6, Lots 1 and 2.

The location of said easement is shown on exhibit A attached hereto.

Said easement shall be 33 feet on each side of the center line with such additional width as required for accommodation and protection of cuts and fills. If the road is located substantially as described herein, the centerline of said road as constructed is hereby deemed accepted by Grantor and Grantee as the true centerline of the premises granted.

This grant is made subject to the following terms, provisions, and conditions applicable to Grantee:

Page 1 of 4 Pages

Registered	
Indexed, Dir	<i>b</i>
Indirect	<i>p</i>
Filed	
Mailed	

DA  
SAUNDRA WILLING  
TREASURER OF SKAMANIA COUNTY  
JLD

Glenda J. Kimball, Skamania County Assessor  
1/28/91  
3-8-100  
6/28/91

- A. Grantee shall comply with all applicable State and Federal laws, Executive Orders, and Federal rules and regulations, except that no future administrative rule or regulation shall reduce unreasonably the rights herein expressly granted.
- B. Grantee shall have the right to cut timber upon the premises to the extent necessary for constructing, reconstructing, and maintaining the road. Timber so cut shall, unless otherwise agreed to, be cut into logs of lengths specified by the timber owner and decked along the road for disposal by the Grantor.
- C. Grantee shall have the right to use the road on the easement without cost for all purposes deemed necessary or desirable by Grantee in connection with the protection, administration, management, and utilization of Grantee's lands and resources, now or hereafter owned or controlled.
- D. Upon the change of ownership of the Grantee's land served by this road, the rights granted under this easement can be transferred or assigned to the new owner upon written notification to the Regional Forester.
- E. The Grantee shall maintain the right-of-way clearing by means of chemicals only after the Regional Forester has given specific written approval. Application for such approval must be in writing and must specify the time, method, chemicals, and the exact portion of the right-of-way to be chemically treated.
- F. The Grantee shall provide maintenance so that damage will not result on adjacent National Forest land. Lead-off drainage and water barriers shall be constructed and maintained as necessary to prevent erosion.
- G. All construction or reconstruction of the road shall be in accordance with plans, specifications, and written stipulations approved by the Forest Supervisor prior to beginning such construction or reconstruction.
- H. The rights herein conveyed do not include the right to use the road for access to developments used for short-or long-term residential purposes, unless and until traffic control regulations, rules, and other provisions to accommodate such use of the road are agreed upon by the Grantor and Grantee.

The foregoing notwithstanding, this easement is granted subject to the following reservations by Grantor, for itself, its permittees, contractors, and assignees:

1. The right to use the roads without cost for all purposes deemed necessary or desirable by Grantor in connection with the protection and administration of Grantor's lands or resources, now or hereafter owned or controlled, including the use for commercial hauling purposes for removal of timber cut in construction or maintenance of the road and other occasional incidental use.
2. The right alone to extend rights and privileges for use of the road constructed on the premises to other users provided that such users shall pay a fair share of the current replacement cost less depreciation of the road to the Grantee and to reconstruct the road as necessary to accommodate their use.
3. The Grantor retains the right to occupy and use the right-of-way and to issue or grant rights-of-way for land uses for other than road purposes, upon, over, under, and through the easement area provided that the occupancy and use do not interfere unreasonably with the rights granted herein.
4. The right to cross and recross the premises and road at any place by any reasonable means and for any purpose in such manner as does not interfere unreasonably with use of the road.
5. The right to all timber now or hereafter growing on the premises, subject to Grantee's right to cut such timber as hereinbefore provided.
6. The right to terminate this easement if jurisdiction and control of the road are assumed by the Grantor as a Forest Development Road and issue a replacement easement providing for use of the road. At such time, the Grantor will pay its proportionate share of the current replacement cost less depreciation of the road to the Grantee as consideration for the termination of this easement. The replacement easement shall be in the current standard format that provides the Grantee the right to use the road for all purposes deemed necessary or desirable by Grantee in connection with the protection, administration, management, and utilization of Grantee's lands and resources served by this road, now or hereafter owned or controlled, subject to such traffic control regulations and rules as Grantor may reasonably impose upon or require of other users of the road without unreasonably reducing the rights herein granted.

The Chief, Forest Service, may terminate this easement, or any segment thereof, (1) by consent of the Grantee, (2) by condemnation, or (3) after a five (5) year period of nonuse, by a determination to cancel after notification and opportunity for hearing as prescribed by law; Provided, That the easement, or segment thereof, shall not be terminated for nonuse as long as the road, or segment thereof, is being preserved for prospective future use.

IN WITNESS WHEREOF, Grantor, by its Acting Director of Lands, Pacific Northwest Region, Forest Service, has executed this easement pursuant to the delegation of authority to the Chief, Forest Service, 7 CFR 2.42, and the delegation of authority by the Chief, Forest Service, dated August 22, 1984 (49 FR 34283) on the day and year first above written.

UNITED STATES OF AMERICA

Norman F. Day

NORMAN F. DAY  
Acting Director of Lands  
Pacific Northwest Region  
Forest Service  
Department of Agriculture

ACKNOWLEDGMENT

STATE OF Oregon )  
COUNTY OF Multnomah )ss

On the 26th day of September, 1990, before me, a Notary Public, within and for said State, personally appeared Norman F. Day, Acting Director of Lands, Pacific Northwest Region, Forest Service, Department of Agriculture, the same person who executed the within and foregoing instrument, who being by me duly sworn according to law, did say that he executed said instrument in behalf of the United States of America by its authority duly given and by him delivered as and for its act and deed. And he did further acknowledge that he executed said instrument as the free act and deed of the United States of America, for the purposes and considerations herein mentioned and set forth, and I do hereby so certify.

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

Theresa A. Bowar

Notary Public in and for the State of  
Oregon  
Residing at Portland  
My commission expires 8/3/91

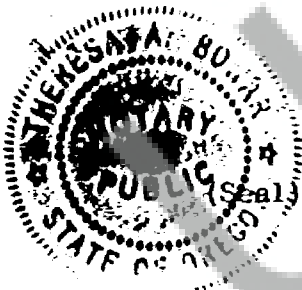
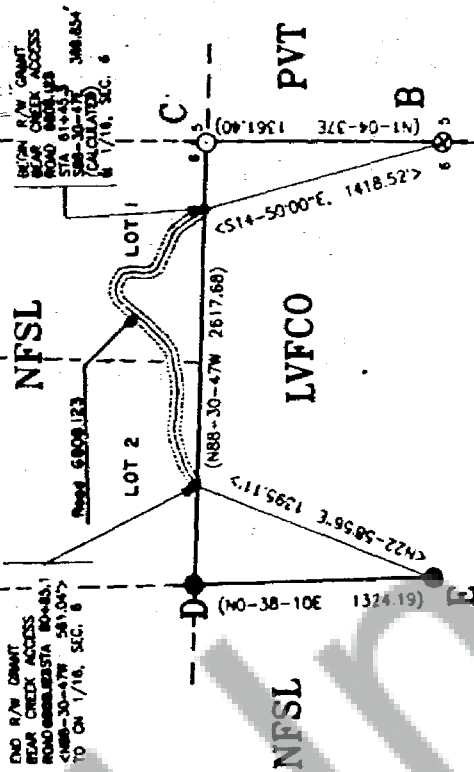




EXHIBIT A SHEET 1 OF 1

CORNER INFORMATION

- A SEC. COR. S&B, T&N, R&E, 3-1/2" BRASS CAP, L&F 11977, 1983.
- B C 1/4, S&B, SS, CONC. MONUMENT WITH 4" BRASS CAP, L&F 11977, 1983.
- C N 1/4, S&B, SS, 2-1/2" ALUMINUM CAP, L&F 11977, 1983.
- D ON 1/16, S&B, 2-1/2" ALUMINUM CAP, L&F 16337, 1984.
- E C 1/4, S&B, 2-1/2" ALUMINUM CAP, L&F 16337, 1984.



BLOS OF BEARING  
ASSUMED DECLINATION 20° EAST  
500 0 500  
SCALE: 1 INCH = 500 FEET

LEGEND

- CORNER NOT RECOVERED THIS SURVEY
- CORNER EVIDENCE FOUND AS NOTED
- APPROX. RD. LOCATION, R/W TO BE GRANTED PROPOSED DESIGN LOCATION
- < > MEASURED VALUE
- ( ) RECORD BEARING & DISTANCE - BISHOP SURVEY
- PVT PRIVATE LANDS
- LVFCO LONGVIEW FIBRE COMPANY LANDS
- NFSL NATIONAL FOREST SYSTEM LANDS
- R/W LIMITS
- PROPERTY LINE (SURVEYED BY BISHOP)
- SECTION LINE (SURVEYED BY BISHOP)
- WATERWAYS
- EXISTING PAVED ROAD 6808

TOTAL RIGHT-OF-WAY ACRES  
U.S. FOREST SERVICE ROADS  
STA. 61+45.3 TO 80+85.1, ROAD 6808.123 = 3.85 ACRES  
TOTAL = 3.85 ACRES

ROAD 6808.123 TRAVERSE TABLE

SECT. NO.	STATION	CORRECTED BEARING	HORIZ. DISTANCE
5300	61+45.3	N 31° W	23.28
5400	61+68.6	N 36° W	69.65
5500	62+38.2	N 37° W	18.59
5600	62+56.8	N 33° W	47.81
5700	63+04.6	N 47° W	42.89
5800	63+47.3	N 69° W	69.12
5900	64+16.3	N 65° W	22.26
6000	64+38.7	N 65° W	69.65
6100	65+08.4	N 59° W	42.58
6200	65+50.9	N 45° W	35.37
6300	65+86.3	N 12° E	39.67
6400	66+26.0	N 10° E	54.39
6500	66+80.4	N 06° E	51.84
6600	67+12.2	N 19° E	41.87
6700	67+57.1	N 50° W	61.40
6800	68+15.5	N 85° W	56.28
6900	68+71.5	N 55° W	53.73
7000	69+25.2	S 43° W	69.12
7100	69+94.6	S 35° W	69.72
7200	70+64.3	S 42° W	41.65
7300	71+06.0	S 49° W	69.32
7400	71+75.3	S 31° W	69.23
7500	72+44.5	S 47° W	74.17
7600	73+18.7	S 68° W	25.95
7700	73+44.7	S 84° W	70.57
7800	74+15.2	S 82° W	69.42
7900	74+84.7	S 86° W	69.12
8000	75+53.8	S 89° W	69.23
8100	76+23.0	N 80° W	52.30
8200	76+85.3	N 78° W	69.65
8300	77+55.0	S 80° W	69.65
8400	78+24.6	S 76° W	59.58
8500	78+94.2	S 65° W	69.01
8600	79+63.2	S 55° W	69.23
8700	80+32.5	S 56° W	52.62
8800	80+85.1	N 82° W	37.88

NOTES

1. THE ROAD R/W IS 66 FEET WIDE, 33 FEET EACH SIDE OF THE CENTERLINE. THE ACRES WITHIN THE PROPOSED LOCATION EQUALS 3.85.
2. THE ROUTE BEING GRANTED EXTENDS FROM, AND TERMINATES, AT TRUE PROPERTY LINES.
3. THE BEGINNING BEARING WAS OBTAINED WITH A SUNNITO AZIMUTH COMPASS FOR THE 1<sup>st</sup> LINE TRAVERSE.
4. ALL BEARINGS ARE TRUE BEARINGS BASED ON A DECLINATION OF 20 DEGREES EAST.
5. CORNER TIES ARE BASED ON BISHOP AND DMV SURVEYS.

2730 RIGHT-OF-WAY GRANT  
USDA FOREST SERVICE  
PACIFIC NORTHWEST REGION  
GIFFORD PINCHOT NATIONAL FOREST  
SKAMANIA COUNTY, WASHINGTON

SEC. 6, T.3N., R.8E., W.1N  
Project Name: BEAR CREEK ACCESS ROAD  
Method of Survey: Theodolite/E.D.M.  
Date of Plat: NOV 1989

PROPERTY  
NATIONAL FOREST SYSTEM LANDS

SURVEYED BY: MARK BLAND DATE: 11-22-89  
REVIEWED BY: [Signature] DATE: 1/2/90  
APPROVED BY: [Signature] DATE: 1/14/90