

STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES  
BERT L. COLE, Commissioner of Public Lands

## EASEMENT

THIS EASEMENT, dated this 19<sup>th</sup> day of December, 1972, from the State of Washington, acting by and through the Department of Natural Resources hereinafter called "Grantor," to the United States of America, hereinafter called "Grantee,"

## WITNESSETH:

Grantor, for and in consideration of the payment of the appraised value of \$1,770.00 for the right-of-way timber received by Grantor, does hereby grant to Grantee and its assigns, subject to existing easements and valid rights, a perpetual easement for a road along and across a strip of land, hereinafter defined as the "premises," over and across the following described lands in the County of Skamania, State of Washington: The NE 1/4 of Section 13, Township 4 North, Range 9 East, W.M. The location of said premises is shown on Exhibit A attached hereto.

The word "premises" when used herein means said strip of land, whether or not there is an existing road located thereon. Except where it is defined more specifically, the word "road" shall mean roads now existing or hereafter constructed on the premises or any segment of such roads.

Said premises shall be 33 feet on each side of the centerline 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. If any subsequent survey of the road shows that any portion of the road, although located substantially as described, crosses lands of the Grantor not described herein, the easement shall be amended to include the additional lands traversed; if any lands described herein are not traversed by the road as constructed, the easement traversing the same shall be terminated in the manner hereinafter provided.

The acquiring Agency is the Forest Service, Department of Agriculture.

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

- A. Grantee shall have the right to cut timber upon the premises to the extent necessary for constructing, reconstructing, and maintaining the road. Grantee has paid for the merchantable timber to be cut in the current construction project. Any trees which later become necessary to cut and/or remove to satisfy the purpose of this easement may be removed upon obtaining the written consent of the Commissioner of Public Lands of the State of Washington and upon payment of the appraised value thereof prior to the cutting and/or removal of said trees. Said trees shall be removed via the right-of-way herein granted.
- B. Grantor shall have the right to use for all useful purposes the road (s) to be constructed, subject to traffic control regulations as provided in 36 C.F.R. 212.7(a) (1) and (2), the bearing of road maintenance costs proportionate to use as provided in 36 C.F.R. 212.7(d), and the bearing of the cost of construction proportionate to use as provided in 36 C.F.R. 212.11.

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

1. The right to use the road without costs for all purposes deemed necessary or desirable by Grantor in connection with the protection and administration

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tion of Grantor's lands or resources, now or hereafter owned or controlled, and for removal of timber cut on the premises in construction of the road, subject to the limitations herein contained.

2. 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 will not unreasonably interfere with use of the road.
3. The right to all timber now or hereafter growing on the premises, subject to Grantee's right to cut such timber as hereinbefore provided.

Provided that so long as the Gifford Pinchot National Forest Road Right-of-Way Construction and Use Agreement dated March 11, 1970, remains in full force and effect, the terms and conditions thereof shall govern all aspects of use of the premises including, but not limited to construction, reconstruction, and maintenance of the road.

If for a period of five (5) years the Grantee shall cease to use, or preserve for prospective future use, the road, or any segment thereof, for the purposes granted, or if at any time the Regional Forester determines that the road, or any segment thereof, is no longer needed for the purposes granted, the easement traversed thereby shall terminate. In the event of such nonuse or of such determination by the Regional Forester, the Regional Forester shall furnish to the Grantor, its successors, or assigns a statement in recordable form evidencing termination.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its duly authorized officers and its corporate seal to be hereunto affixed on the day and year first above-written.

STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES

By Bert L. Cole  
BERT L. COLE  
Commissioner of Public Lands



App. No. 36219  
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36219

RIGHT OF WAY PLAT  
GIFFORD PINCHOT NATIONAL FOREST  
↑  
SEC. 13 . T. 4 N R. 9 E. W.M.

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

1. The right to use the road without costs for all purposes deemed necessary or desirable by Grantor in connection with the protection and administra-

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STATE OF WASHINGTON )  
COUNTY OF THURSTON ) ss

On this 20th day of December, 1972, before me personally appeared BERT L. COLE, to me known to be the Commissioner of Public Lands, and ex officio administrator of the Department of Natural Resources of the State of Washington, the Department that executed the within and foregoing instrument on behalf of the State of Washington, and acknowledged said instrument to be the free and voluntary act and deed of the State of Washington for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the official seal of the Commissioner of Public Lands for the State of Washington.

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

Helen M. Wells  
Notary Public in and for the State of  
Washington, residing at Olympia.



36219

# RIGHT OF WAY PLAT GIFFORD PINCHOT NATIONAL FOREST

SEC. 13, T. 4 N., R. 9 E., W.M.

SKAMANIA COUNTY

WASHINGTON



SCALE:



PROJECT NAME: HEAS  
PROJECT NUMBER: 19507A  
SURVEYED BY: ELMER  
DATE OF SURVEY: 10-16-61  
METHOD OF SURVEY: JAW  
R/W: ACRES: 0.06

T4N

R9E R10E

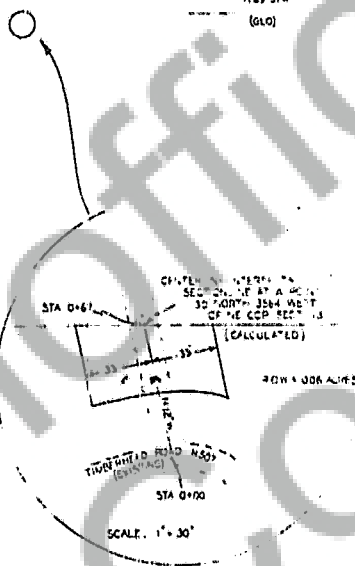


EXHIBIT 'A'