

EASEMENT

THIS EASEMENT, dated this 16 day of October, 1974, from the UNITED STATES OF AMERICA, acting by and through the Forest Service, Department of Agriculture, hereinafter called "Grantor" to Skamania County hereinafter called "Grantee."

WITNESSETH:

WHEREAS, the Grantee has applied for a grant of an easement under the Act of October 13, 1964 (78 Stat. 1089, 16 U.S.C. 532-533), for a road over certain land or assignable easements 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 does hereby grant to Grantee an easement for a public road and highway along and across a strip of land, hereinafter defined as the "right-of-way" over and across the following described lands in the County of Skamania, State of Washington:

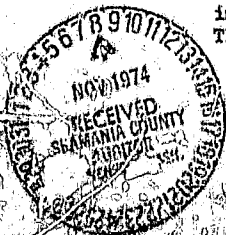
NE $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$, and NE $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ of section 27, Township 4 North, Range 7 East, Willamette Meridian

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

The right-of-way is shown and specifically described on the plat attached hereto and made a part hereof.

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

1. Outstanding valid claims, if any, existing on the date of this grant.
2. The easement herein granted is limited to use of the described right-of-way for the purpose of construction, operation and maintenance of a highway, and does not include the grant of any rights for nonhighway purposes or facilities; Provided, That the right of the Forest Service to use or authorize the use of any portion of the right-of-way for nonhighway purposes shall not be exercised when such use would interfere with the free flow of traffic or impair the full use and safety of the highway; and Provided further, That nothing herein shall preclude the Forest Service from locating



National Forest and other Department of Agriculture information signs on the portions of the right-of-way outside of construction limits.

3. Any reconstruction of the highway situated on this right-of-way will be in accordance with plans, specifications, and written stipulations approved by the Regional Forester prior to beginning such reconstruction.
4. Consistent with highway safety standards, the Grantee shall:
 - (a) Protect and preserve soil and vegetative cover and scenic and esthetic values on the right-of-way outside of construction limits.
 - (b) Provide for the prevention and control of soil erosion within the right-of-way and adjacent lands that might be affected by the construction, operation, or maintenance of the highway, and shall vegetate and keep vegetated with suitable species all earth cut or fill slopes feasible for revegetation or other areas on which ground cover is destroyed where it is deemed necessary during a joint review between the Regional Forester and Grantee prior to completion of the highway and the Grantee shall maintain all terracing, water bars, lead-off ditches, or other preventive works that may be required to accomplish this objective. This provision shall also apply to slopes that are reshaped following slides which occur during or after construction.
5. The Grantee shall:

Establish no borrow, sand, or gravel pits, stone quarry, or permanent storage areas, sites for highway operation and maintenance facilities, camps, supply depot or disposal areas within the right-of-way unless shown on approved construction plans, without first obtaining approval of the Regional Forester.
6. The Grantee shall maintain the right-of-way clearing by means of chemicals only after specific written approval has been given by the Regional Forester. Application for such approval must be in writing and specify the time, method, chemicals, and the exact portion of the right-of-way to be chemically treated.
7. The Grantee does by the acceptance of this document covenant and agree for itself, its assigns, and its successors in interest to the property herein granted or any part thereof, that the covenants set forth below shall attach to and run with the land:

(1) That the described property, and its appurtenant areas and its building and facilities, (whether or not on the land herein

granted, shall be operated as a public road, in full compliance with Title VI of the Civil Rights Act of 1964 and all requirements imposed by or pursuant to the regulations issued thereunder by the Department of Agriculture and in effect on the date of this document to wit: and that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activities provided thereon; and

(2) That the United States shall have the right to judicial enforcement of these covenants not only as to the Grantee, its successors and assigns, but also as to lessees and licensees doing business or extending services under contractual or other arrangement on the land herein conveyed.

In the event of a breach of any of the conditions set forth above, all right, title, and interest in and to the above described property shall, at the option of the Grantor, revert to and become the property of the United States of America, which shall have an immediate right of entry thereon, and the Grantee, its successors or assigns, shall forfeit all right, title, and interest in and to the above described property and in any and all of the tenements, hereditaments and appurtenances thereto belonging; provided, however, that the failure of the Grantor to insist in any one or more instances upon complete performance of any of the said conditions shall not be construed as a waiver or a relinquishment of the future performance of any such conditions, but the obligations of the Grantee with respect to such future performance shall continue in full force and effect.

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.

IN WITNESS WHEREOF, the Grantor, by its Regional Forester, Forest Service, has executed this easement (pursuant to the act above mentioned, the Delegation of Authority by the Secretary of Agriculture to the Assistant Secretary for Conservation, Research, and Education, the Delegation of Authority by the Assistant Secretary for Conservation, Research, and Education to the Chief, Forest Service, effective June 6, 1963, (30 F.R. 14944), the Delegation of Authority by the Chief, Forest Service, dated June 5, 1963 (33 F.R. 8552), and the Delegation of Authority by the Deputy Chief, Forest Service, dated April 16, 1965, (30 F.R. 5647), the provisions of which have been complied with), on the day and year first above written.

By RMF
Regional Forester
Forest Service
Department of Agriculture

State of Oregon }
County of Multnomah } ss.

On this day personally appeared before me R M Beaman

to me known to be the identical individual (s) described in and who executed the within and foregoing instrument and acknowledged to me that he (they) signed and executed the same as his (their) free and voluntary act and deed, for the uses and purposes therein mentioned,

Given under my hand and seal this 16 day of October, 1974.

Elin M. Moller
Notary Public in and for the
State of Oregon
Residing at Portland
10/20/74
My Commission expires

No. 2946
TRANSACTION EXCISE TAX

NOV 8 1974

Amount Paid 100.00
Walden W. Dammell
Salem County Treasurer
By Rasmussen & Springer

Right-of-Way Description

A right-of-way is required for the reconstruction of the County Road known and designated Martha Creek Road (County Road No. 2158) located in the Southwest one quarter of section 26, and the Southeast one quarter of section 27, Township 4 North, Range 7 East, W.M., in Squaw County, Washington.

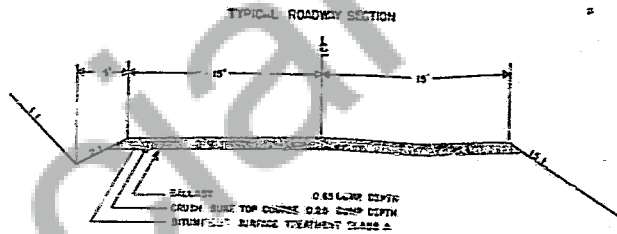
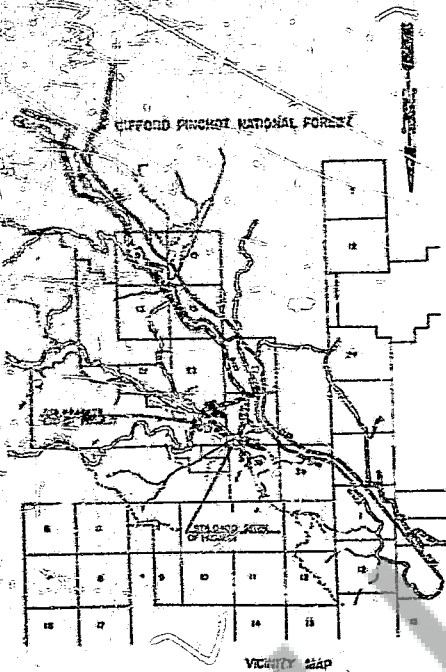
More particularly: A strip of land 30 feet in width lying southerly of and contiguous to the following described centerline from approximate Station 12 + 37 to approximate Station 12 + 68. Only that portion of above right-of-way lying in the Southeast one quarter of the Southeast one quarter of section 27, Township 4 North, Range 7 East, W.M.

A strip of land 60 feet in width lying 30 feet on the right and 30 feet on the left of following described centerline from approximate Station 30 + 35 to Station 44 + 64.78, end of project. That portion of above right-of-way lying entirely in the NE $\frac{1}{4}$ SW $\frac{1}{4}$ and NW $\frac{1}{4}$ SE $\frac{1}{4}$ of section 27, Township 4 North, Range 7 East, W.M.

Centerline Description

Beginning at Station 0 + 00, said point lying N 57° 7' 18" E 1,238.19 feet from the Southeast corner of section 27, Township 4 North, Range 7 East, W.M. Thence N 83° 49' 9" W 33.52 feet to the P.C. of a 600 foot radius curve to the right. Thence along said curve 287.34 feet to P.T. Station 3 + 20.86; thence N 56° 22' 51" W 294.06 feet to the P.C. of a 1,500 foot radius curve to the right; thence along said curve 151.30 feet to P.T. Station 7 + 66.22; thence N 50° 36' 6" W 389.76 feet to the P.C. of a 1,500 foot radius curve to the left; thence along said curve 67.88 feet to P.T. Station 12 + 23.86; thence N 53° 11' 40" W 252.65 feet to the P.C. of a 1,000 foot radius curve to the right; thence along said curve 198.48 feet to P.T. Station 16 + 74.99; thence N 41° 49' 20" W 342.93 feet to the P.C. of a 500 foot radius curve to the left; thence along said curve 193.75 feet to P.T. Station 22 + 11.67; thence N 64° 1' 30" W 68.4 feet to the P.C. of a 900 foot radius curve to the right; thence along said curve 333.13 feet to P.T. Station 26 + 13.20; thence N 42° 49' 3" W 283.00 feet to the P.C. of a 350 foot radius curve to the left; thence along said curve 343.24 feet to P.T. Station 32 + 39.43; thence S 80° 59' 39" W 467.35 feet to the P.C. of an 800 foot radius curve to the right; thence along said curve 230.08 feet to P.T. Station 39 + 36.86; thence N 82° 31' 40" W 303.21 feet to the P.C. of a 200 foot radius curve to the right; thence along said curve 184.62 feet to P.T. Station 44 + 24.68; thence N 29° 38' 20" W 40.10 feet to Station 44 + 64.78, end of project. Said point being N 45° 59' 13" W 3,758.84 feet from the Southeast corner of section 27, Township 4 North, Range 7 East, W.M.

The right-of-way consists of a total acreage of 2.07 acres \pm , being 1.14 acres \pm in existing roadway and 0.93 acres \pm in additional occupancy.



SUMMARY OF QUANTITIES

NO.	TOTAL QUANTITY	UNIT	ITEM
1	1.0	LS	GRADING AND EROSION
2	1.0	LS	CRUSH RUBBER LIME SAND
3	1.0	LS	CRUSH RUBBER LIME SAND
4	1.0	LS	CRUSH RUBBER LIME SAND
5	1.0	LS	CRUSH RUBBER LIME SAND
6	1.0	LS	CRUSH RUBBER LIME SAND
7	1.0	LS	CRUSH RUBBER LIME SAND
8	1.0	LS	CRUSH RUBBER LIME SAND
9	1.0	LS	CRUSH RUBBER LIME SAND
10	1.0	LS	CRUSH RUBBER LIME SAND
11	1.0	LS	CRUSH RUBBER LIME SAND
12	1.0	LS	CRUSH RUBBER LIME SAND
13	1.0	LS	CRUSH RUBBER LIME SAND
14	1.0	LS	CRUSH RUBBER LIME SAND
15	1.0	LS	CRUSH RUBBER LIME SAND

SKAMANIA COUNTY-WASHINGTON
COUNTY ENGINEER'S OFFICE

MARTHA CREEK ROAD
NO. 2158

DETAIL SHEET

APPROVED
DATE 19

C&M NO. 19

FILE NUMBER COUNTY ROUTE

BOOK 67 PAGE 860

