

EASEMENT

THIS EASEMENT, dated this 22nd day of July, 1977
 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. 532-536), for a
 road over certain lands 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 lands in the County of
 Skamania, State of Washington, as described on Exhibit A
 attached hereto.

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 hereinafter 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 impact 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.

1

No. 4953
 TRANSACTION EXCISE TAX

AUG 2-1977

Amount Paid

Skamania County Treasurer

By

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 aesthetic values on the right-of-way outside of construction limits,
 - (b) Provide for 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 the Grantee prior to completion of the highway and the Grantee shall maintain all terracing, water bars, leadoff 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; permanent storage areas, sites for highway-operation and maintenance facilities; camps, supply depots; 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 cleaning 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 conveyed or any part thereof, that the covenants set forth below shall attach to and run with the land:

- a. That the described property and its appurtenant areas and its building and facilities whether or not on the land herein conveyed will 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 the end 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 programs or activities provided thereon; and
- b. 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 arrangements 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, 1973, (38 F.R. 14944), the Delegation of Authority by the Chief, Forest

Service, dated June 5, 1968 (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.

UNITED STATES OF AMERICA
By Robert M. Beeman
Acting Regional Forester
Forest Service
Department of Agriculture

STATE OF Oregon }
COUNTY OF Multnomah } ss.

On the 22nd day of July, 1977, before me, a Notary Public within and for said State, personally appeared Robert M. Beeman, Acting Regional Forester, Forest Service, Department of Agriculture, and the same person who executed the within and foregoing instrument, who being by me duly sworn according to law, did say that he is the Acting Regional Forester, Forest Service, Department of Agriculture, and that said instrument was signed in behalf of the United States of America by its authority duly given and by him delivered as 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.

Patricia J. Skyles
Notary Public in and for the State
of Oregon
My commission expires: 10-23-78

84546

STATE OF WASHINGTON }
COUNTY OF GRAYS HIA } ss.

I HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT OF WRITING, FILED BY _____
Miss G. E. Engemann
OF _____
City
AT _____
11:21 A.M. 10 19 77
WAS RECORDED IN BOOK _____
73
OF _____ AT PAGE _____
169
RECORDS OF SKRANIA COUNTY, WASH.

COUNTY AUDITOR
E. J. ...

REGISTERED
INDEXED: DIR.
INDIRECT:
RECORDED:
COMPARED
MAILED

SECTION 27 T.4N. RANGE 7E.W.M.

NOTE: SEE SHEET 27 FOR THE LOCATION OF THE PROJECT ON THE SECTION. SEE SHEET 28 FOR THE LOCATION OF THE PROJECT ON THE SECTION. SEE SHEET 29 FOR THE LOCATION OF THE PROJECT ON THE SECTION.

PAGE 175

STA 14+04.18 END PROJECT
END CRP 77-7

U.S. GOVERNMENT

STA 9+70 CONSTRUCT
SCHEDULE "A" CULV 18" DIA.
44' L.F. STRUCTURE EXCA. 14 CY.

STA 14+43.16 CONSTRUCT
3H L.F. 30" DIA. A
CULVERT PIPE 18" DIA.
STRUCTURE EXCA. 10 CY.

STA 0+00 BEGIN PROJECT
BEGIN CRP 77-7

STA 3+60 CONSTRUCT
SCHEDULE "A" CULV 18" DIA.
50' L.F. STRUCTURE EXCA. 15 CY.

U.S. GOVERNMENT

SKAMANIA COUNTY - WASHINGTON
COUNTY ENGINEER'S OFFICE

SUMMER ROAD
COUNTY ROAD NO 2315D
M 9 000 TO M 9 027
SCALE: 1" = 50' HORIZ.
1" = 5' VERT.

APPROVED: *[Signature]*
COUNTY ENGINEER

CURVE DATA						
PI STA	Δ	R	T	L	E	S
2+14.90	27°48'20"LT	250	30.35	199.36	3.02	0.03
9+04.81	23°18'40"RT	370	86.67	188.74	12.37	0.01
14+48.43	20°48'30"LT	950	174.16	544.48	15.93	0.02

PROJECT NO. 77-7
SHEET 3 OF 5
DATE: 11/15/57

BEACH MARKS

BEACH STA.	DESCRIPTION	BOOK	PAGE
1
2
3
4
5

DESIGN SPEED 20 MPH.

CRISIS OF BEARINGS NEMLOCK RD. CRP 70-5
NOTE: SECTIONS 18 BY COR. COORDINATES FROM CHAPTER 2

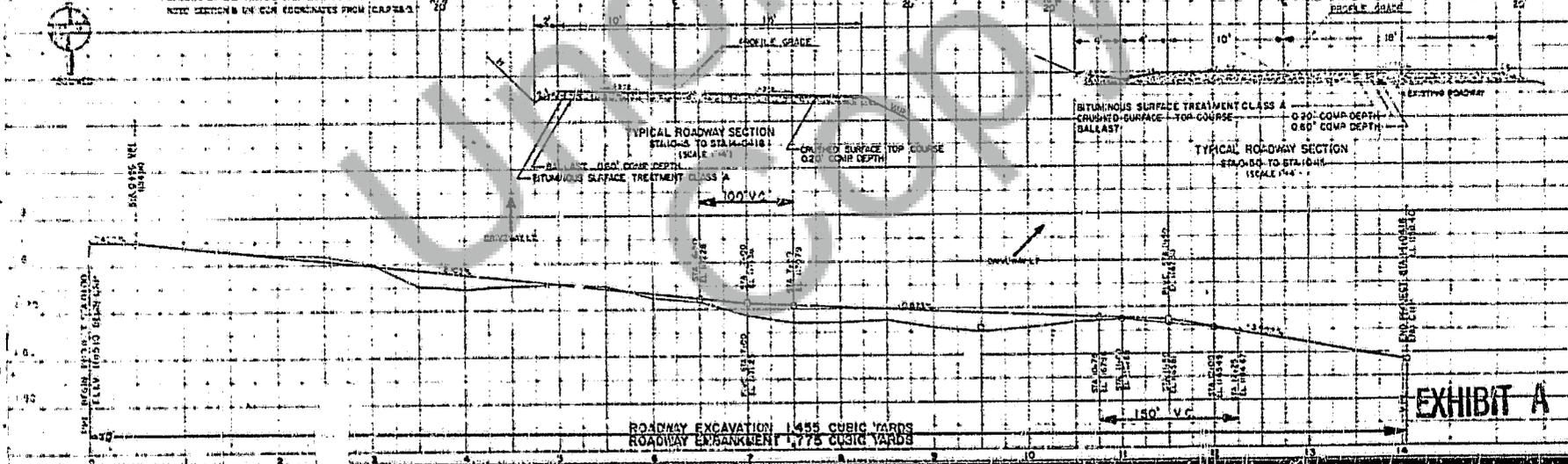


EXHIBIT A