

94211

EASEMENT

THIS EASEMENT, dated this 12th day of March, 1982, from the UNITED STATES OF AMERICA, acting by and through the Forest Service, Department of Agriculture, hereinafter called Grantor, to the COUNTY OF SKAMANIA, State of Washington, 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. 532-538), 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 following described lands in the County of Skamania, State of Washington:

T. 6 N., R. 7 E., W.M.

Section 1 - NW1/4, W1/2SW1/4
Section 2 - E1/2NE1/4, E1/2SE1/4
Section 12 - NW1/4NW1/4

T. 7 N., R. 7 E., W.M.

Section 27 - NW1/4SW1/4, W1/2NW1/4, NE1/4NW1/4
Section 28 - SE1/2SE1/4, E1/2NE1/4
Section 33 - NE1/4NE1/4
Section 34 - NW1/4NW1/4, S1/2NW1/4, S1/2NE1/4
Section 35 - S1/2NW1/4, E1/2S1/4, NW1/4SE1/4, S1/2SE1/4
Section 36 - SW1/4SW1/4



Amount Paid \$28.25

Skamania County Treasurer

By: [Signature]

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, waterbars, 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 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 here granted or any part thereof, that the covenant 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 therein granted 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 ground 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 rights 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 rights, 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 thereunto belonging; provided, however, that the failure of the Grantor to assist in any one or more instances upon complete performance of any of the said condition 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 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 delegation of authority to the Chief, Forest Service, 7 CFR 2.60, and the delegation of authority by the Chief, Forest Service, dated December 14, 1979 (44 FR 75690), on the day and year first above written.

UNITED STATES OF AMERICA

By: Robert M. Sirmon
 For JEFF M. SIRMON
 Regional Forester
 Forest Service
 Department of Agriculture

STATE OF Georgia)
 COUNTY OF Walters) ss

On the 12th day of December, 1981, before me, a Notary Public within and for said State, personally appeared Robert M. Sirmon, 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 for Jeff M. Sirmon, and that said instrument was signed 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.

Notary Public in and for the State
 of _____
 Residing at _____
 My commission expires: 11/2/82

NOTARY PUBLIC

Curt Stead

Stevenson, Va.

2:35 P. 6/16 82

Needs 225

Gray M. Olson

Salmon

RIGHT OF WAY PLAT GIFFORD PINCHOT NATIONAL FOREST

T.6.7N., R.7E., W.M.
SKAMANIA COUNTY
WASHINGTON



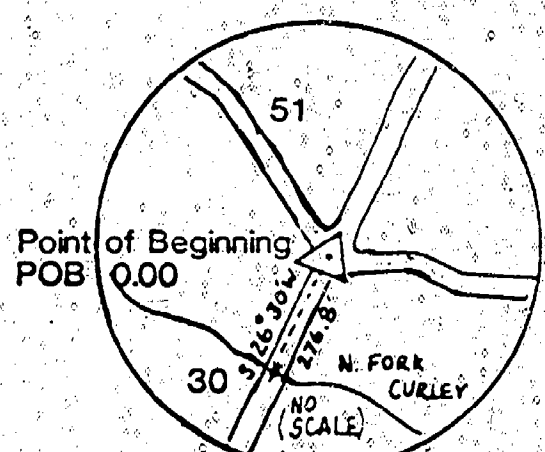
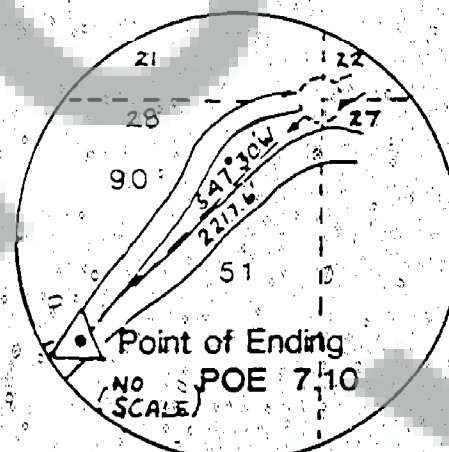
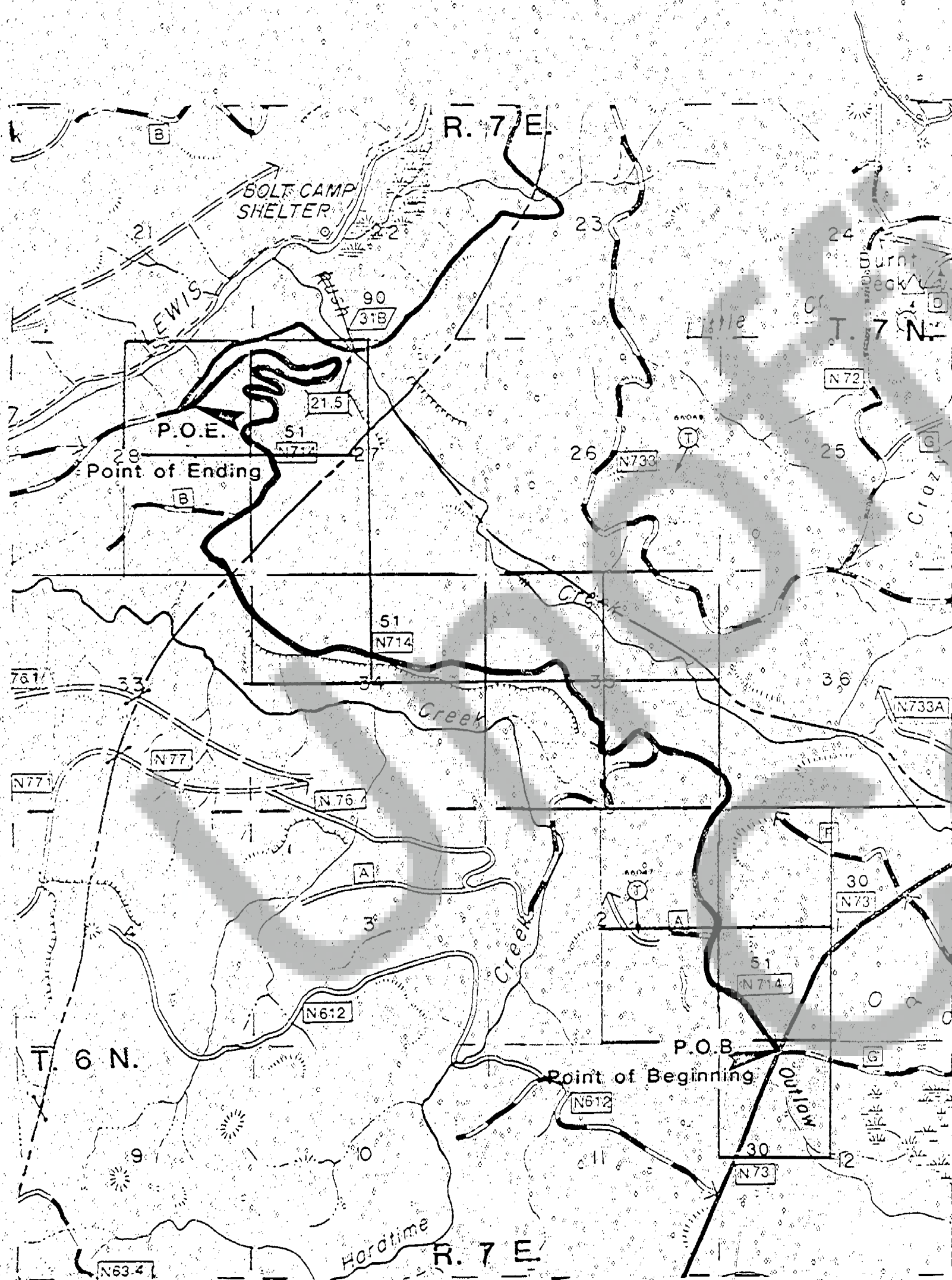
SCALE: 0 .5 1 MILES

PROJECT NAME: CURLY
PROJECT NUMBER: FOREST ROAD 51
SURVEYED BY: TRANSPORTATION MAP 1973
DATE OF SURVEY: 1957
METHOD OF SURVEY: TRANSIT AND CHAIN
R/W ACRES: 56.80

PLATTED BY: Robert W. Hinkley DATE: 10/24/81

REVIEWED BY: Robert W. Hinkley DATE: 12/1/81

APPROVED BY: Robert W. Hinkley DATE: 12/1/81



CURLY
51
R/W TABLE LISTING WIDTHS

MP TO MP	LEFT	RIGHT
0.00 - 7.10	33'	33'

