

117692

BOOK 138 PAGE 848

HIGHWAY EASEMENT DEED

SCR 15918
15905

THIS DEED, made this 15th day of September, 1993, by and between the UNITED STATES OF AMERICA, acting by and through the DEPARTMENT OF TRANSPORTATION, FEDERAL HIGHWAY ADMINISTRATION, hereinafter referred to as the DEPARTMENT, and the STATE OF WASHINGTON, hereinafter referred to as the STATE:

WITNESSETH:

WHEREAS, the STATE has filed application under the provisions of the Act of Congress of August 27, 1958, as amended (23 U.S.C. Section 317), for the right-of-way of a highway over certain land owned by the United States in the State of Washington, which is under the jurisdiction of the Department of Agriculture - Forest Service; and

WHEREAS, this transfer is further authorized under the provisions of the Act of Congress approved October 15, 1966 (80 Stat. 931, 937, Section 6(a)(1)(A)); and

WHEREAS, the Federal Highway Administrator, pursuant to delegations of authority from the Secretary of Transportation, has determined that an easement over the land covered by the application is reasonably necessary for right-of-way for State Route 14, Prindle to Skamania, F-014(); and

Glenda J. Kimmel, Skamania County Assessor
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FILED FOR RECORD
SKAMANIA CO. WASH
BY SKAMANIA CO, TITLE

NA
REAL ESTATE EXCISE TAX

Registered
Indexed, Dir p
Indirect p
Filed
Mailed

OCT 18 1 02 PM '93

G. Olson
AUDITOR
GARY M. OLSON
-1-

OCT 18 1993

PAID NA
sd
SKAMANIA COUNTY TREASURER

WHEREAS, the Department of Agriculture, acting by and through the Forest Service, has agreed to the transfer by the DEPARTMENT of an easement over the land to the STATE;

NOW THEREFORE, the DEPARTMENT, as authorized by law, does hereby grant to the STATE an easement for a right-of-way for the operation and maintenance of a highway and use of the space above and below the established grade line of the highway pavement for highway purposes on, over, across, in, and upon the following described land of the United States of America within the Columbia River Gorge National Scenic Area, County of Skamania, State of Washington in T. 1 N., R. 6 E., Willamette Meridian Sec. 6, Government Lot 4, Government Lot 3, Government Lot 2, SW $\frac{1}{4}$ NE $\frac{1}{4}$, Lot 2 of F. Brown Short Plat No. 1, and Lots 1 and 4 of Lockwood Short Plat No. 1, as shown on Exhibit A, and as described in Exhibit B attached hereto and made a part hereof, subject, however, to the following terms, conditions and covenants:

1. Outstanding valid claims, if any, existing on the date of this grant, and the STATE shall obtain such permission as may be necessary on account of any such claims.
2. The STATE and the Regional Forester shall make determination as to the necessity for archaeological and paleontological reconnaissance and salvage within the right-of-way, and such reconnaissance and salvage to the extent determined necessary because of maintenance of the highway facility is to be undertaken by the STATE in compliance with the Act entitled "An Act for the Preservation of American Antiquities", approved June 8, 1906 (34 Stat. 225, 16 U.S.C. 432-433), and State laws where applicable.

3. Unless the STATE and Regional Forester stipulate as to a shorter time, the easement herein granted shall terminate ten (10) years from the date of the execution of this deed by the United States of America in the event construction of a highway on the right-of-way is not started during such 10 year period.
4. The easement herein granted is limited to use of the described right-of-way and the space above and below the established grade line of the highway pavement for the purpose of construction/reconstruction, 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 be inconsistent with the provisions of Title 23 of the United State Code of the Federal Highway Administration Regulations issued pursuant thereto or would interfere with the free flow of traffic or impair the full use and safety of the highway, and in any case the STATE and the DEPARTMENT shall be consulted prior to the exercise of such rights; 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/reconstruction clearing limits.

5. The design and construction/reconstruction of the highway project situated on this right-of-way will be in accord with the provisions of Title 23, United State Code-Highways, and amendments; the Regulations for the Administration of Federal-aid for Highways, effective May 11, 1960, and amendments and established procedures for Federal-aid projects, including the requirements of Title 23, Code of Federal Regulations, Part 771, and the construction specifications of the State Highway Department as approved by the Federal Highway Administration for use on Federal-aid projects.

The Regional Forester will be provided an opportunity to review plans relative to effects, if any, that the project works as planned will have upon adequate protection and utilization of the land traversed by the right-of-way and adjoining land under the administration of the Forest Service for the purposes for which such land is being administered. Those features of design, construction/reconstruction and maintenance of the highway facility and of use of the right-of-way that would have effect on the protection and utilization of the land under the administration of the Forest Service are to be mutually agreed upon by the Regional Forester and the STATE by a conference or other communication during the preparation of the plans and specifications for each construction/reconstruction project, and the plans shall be revised,

modified, or supplemented to meet the approval of the Regional Forester, or when deemed appropriate, supplemented by written stipulation between the Regional Forester and the STATE, prior to start of construction/reconstruction.

The final design and the construction specifications for any highway construction project on the right-of-way will be presented to the Regional Forester for his approval and construction/reconstruction shall not begin until such approval is given: Provided, That if it is subsequently deemed necessary that the approved plans, specifications, or stipulation be amended or supplemented, any amendment or supplement shall be approved by the Regional Forester and the STATE before being placed in effect.

6. Consistent with highway safety standards, the STATE shall:
 - a. Protect and preserve soil and vegetative cover and scenic and esthetic values on the right-of-way outside of construction/reconstruction 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/reconstruction, 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 STATE and the STATE 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/reconstruction.

7. The STATE shall establish no borrow, sand, or gravel pits, stone quarries, 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/reconstruction plans, without first obtaining approval of the Regional Forester.
8. The STATE 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.
9. The STATE, in consideration of the grant of this easement, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns that:
 - a. No person shall, on the grounds of race, color, sex, age, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over or under such lands hereby conveyed;

b. The STATE Shall use said easement right-of-way so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination, in federally assisted programs of the Department of Transportation, effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

10. When need for the easement herein granted shall no longer exist, the STATE shall give notice of that fact to the Secretary of Transportation and the rights herein granted shall terminate and the land shall immediately revert to the full control of the Department of Agriculture.

IN WITNESS WHEREOF, I, Robert B. Rutledge, Regional Counsel, pursuant to delegations of authority from the Secretary of Transportation, the Federal Highway Administrator, the Regional Federal Highway Administrator, and Chief Counsel, Federal Highway Administration, by virtue of authority in me vested by law, have hereunto subscribed my name as of the day and year first above written.

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

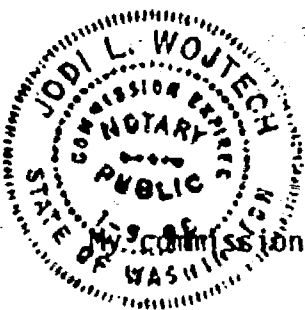
By 
Robert B. Rutledge
Regional Counsel

Washington
STATE OF ~~OREGON~~)
Thurston) ss:
COUNTY OF ~~MULTNOMAH~~)

BOOK 138 PAGE 855

I, Jodi Wojtech, Notary Public in and for the State of ~~Oregon~~, do hereby certify that on the day of September 15, 1993, before me personally appeared Robert B. Rutledge, Regional Counsel, Federal Highway Administration, and acknowledged that the foregoing instrument bearing date of September 15, 1993 was executed by him, in his official capacity and by authority in him vested by law, for the purposes and intents in said instrument described and set forth, and acknowledged the same to be his free act and deed as Regional Counsel, Federal Highway Administration.

Witness my hand and seal this 15 day of September, 1993.



Jodi L. Wojtech
Notary Public

My commission expires 1/9/96.

In compliance with the conditions set forth in the foregoing deed, STATE certifies, and by the acceptance of this deed, accepts the right-of-way over certain land herein described and agrees for itself, its successors and assigns forever to abide by the conditions set forth in said deed.

By Joachim Petryx
Director, Real Estate Services

STATE OF WASHINGTON)
COUNTY OF THURSTON)

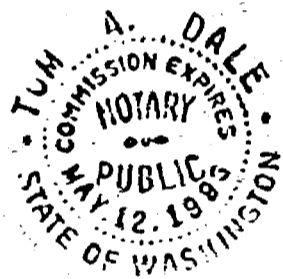
BOOK 138 PAGE 856

I, Tom A Dale, A Notary Public in and for said County and State, hereby certify that Joachim Pestinger, whose name as Director, Real Estate Services is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he in his capacity as Director, Real Estate Services executed the same voluntarily on this day.

Given under my hand and seal of office this 14th day of October, 1993.

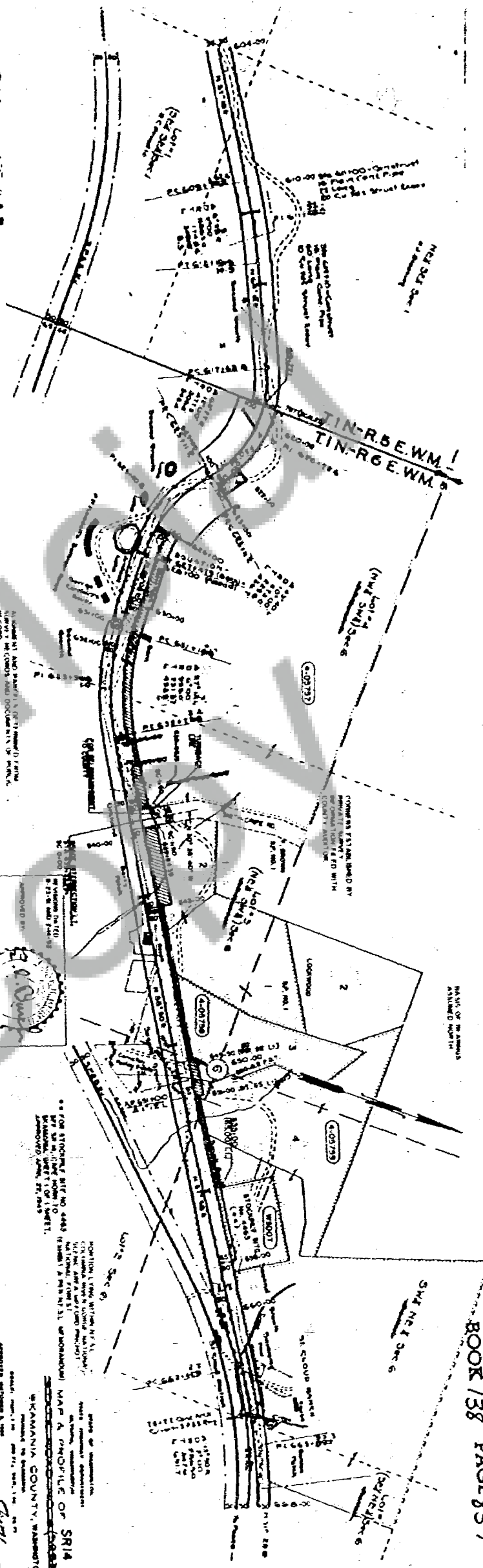
Tom A Dale
Notary Public

My commission expires 5/12/96.



Please return to:
STATE OF WASHINGTON
Department of Transportation
REAL ESTATE SERVICES OFFICE
Transportation Building
P. O. Box 4 7338
Olympia, Washington 98504-7338

EXHIBIT 'A'



LEGEND
 DASHED LINE - EXISTING ROAD
 SOLID LINE - PROPOSED ROAD
 DOTTED LINE - PROPERTY BOUNDARY
 CIRCLES - UTILITY LOCATIONS

Clearing - 3.0 Acres
 Grubbing - 0.60 Acres
 Clearing - 0.40 Acres
 Grubbing - 0.20 Acres

Grubbing - 0.30 Acres
 Clearing - 1.00 Acres
 Grubbing - 0.20 Acres

Grubbing - 0.30 Acres
 Clearing - 1.00 Acres
 Grubbing - 0.20 Acres

Grubbing	1.80	430
Excavation	1.00	100
Common	1.00	100
Loose Rock	4.70	470
Solid Rock	7.20	720
Structure	7.20	720
Structure	2.50	250
Structure	11.45	1145
Concrete Class. B	12.50	1250
Steel Reinft. Bars	60	60
Pumpout. Pipe	34	34
Reinft.	18	18
Reinft.	18	18
Reinft.	34	34

OWNER'S NOTES	DATE	DESCRIPTION
10/15/56	10/15/56	PREPARED BY
10/15/56	10/15/56	DATE
10/15/56	10/15/56	BY
10/15/56	10/15/56	FOR
10/15/56	10/15/56	BY
10/15/56	10/15/56	FOR
10/15/56	10/15/56	BY
10/15/56	10/15/56	FOR

1:81 Slope on this cut

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Overhaul - 1020 Cu Yds
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Contract Items - 750 Cu Yds
 Loose Rock - 5000
 Solid - 5000
 Embankment - 10360

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Contract Items - 750 Cu Yds
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 Solid - 5000
 Embankment - 10360

Contract Items - 750 Cu Yds
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 Solid - 5000
 Embankment - 10360

That portion of the hereinafter described parcel "A" lying northerly of the SR 14 line survey of SR 14, Prindle to Skamania and lying southerly of a line described as beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 618+00 on SR 14 line survey of SR 14, Prindle to Skamania and 50 feet northerly therefrom; thence easterly parallel with said line survey to a point opposite HES 622+00; thence northeasterly to a point opposite said HES and 100 feet northeasterly therefrom; thence southeasterly parallel with said line survey to a point opposite HES 623+00; thence northeasterly to a point opposite said HES and 160 feet northeasterly therefrom; thence southeasterly parallel with said line survey to a point opposite HES 626+00; thence southwesterly to a point opposite said HES and 100 feet northeasterly therefrom thence easterly parallel with said line survey to a point opposite HES 630+00; thence southerly to a point opposite said HES and 90 feet northerly therefrom; thence northeasterly parallel with said line survey to a point opposite HES 638+89.19; thence northeasterly to a point opposite HES 639+64.39 and 110 feet northwesterly therefrom; thence northeasterly parallel with said line survey to a point opposite HES 643+00; thence southeasterly to a point opposite said HES and 60 feet northwesterly therefrom; thence northeasterly parallel with said line survey to a point opposite HES 649+50; thence northwesterly to a point opposite said HES and 85 feet northwesterly therefrom; thence northeasterly parallel with said line survey to a point opposite HES 651+00; thence southeasterly to a point opposite said HES and 65 feet northwesterly therefrom; thence northeasterly parallel with said line survey to a point opposite HES 658+00; thence southeasterly to a point opposite said HES and 50 feet northwesterly therefrom, thence northeasterly parallel with said line survey to a point opposite HES 668+00 and the end of this line description.

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Parcel A:

The southwest quarter of the northeast quarter, Government Lots 2, 3 and 4, Section 6, Township 1 North Range 6 East of the Willamette Meridian.

Also

Lot 2, F. BROWN SHORT PLAT NO. 1, according to the Plat thereof, recorded in Book 3, Page 55 Skamania County Short Plat Records, being a portion of Section 6, Township 1 North Range 6 East of the Willamette Meridian.

Also

Lots 1, and 4, LOCKWOOD SHORT PLAT NUMBER 1, according to the Plat thereof, recorded in book 3, Page 13, Skamania County Plat Records, being a portion of Section 6, Township 1 North Range 6 East of the Willamette Meridian.

EXCEPT any portion of said Parcel "A" lying with the right of way of SR 14 as it existed prior to August 23, 1991.

The lands herein described contain an area of 2.05 acres, more or less, the specific details concerning all of which are to be found in that certain map of definite location now of record and on file in the office of the Secretary of Transportation in Olympia, and bearing the date of approval October 9, 1925, revised February 14, 1992.

Please return to:
STATE OF WASHINGTON
Department of Transportation
REAL ESTATE SERVICES OFFICE
Transportation Building
P. O. Box 4 7338
Olympia, Washington 98504-7338