

<b>WHEN RECORDED RETURN TO:</b> WASHINGTON STATE DNR Jim Abernathy 1111 Washington ST SE P.O. Box 47016 OLYMPIA, WA. 98504-7016
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REAL ESTATE EXCISE TAX	
<b>DOCUMENT TITLE(S)</b> EASEMENT	NA MAY 20 2009
<b>REFERENCE NUMBER(S)</b> of Documents assigned or released: 55-084129	PAID NA Audrey Johnson Deputy SKAMANIA COUNTY TREASURER
<input type="checkbox"/> Additional numbers on page _____ of document.	
<b>GRANTOR(S):</b> FOREST SERVICE-DEPT. OF AGRICULTURE	
<input type="checkbox"/> Additional names on page _____ of document.	
<b>GRANTEE(S):</b> WASHINGTON STATE-DEPARTMENT OF NATURAL RESOURCES	
<input type="checkbox"/> Additional names on page _____ of document.	
<b>LEGAL DESCRIPTION</b> (Abbreviated: i.e. Lot, Block, Plat or Section, Township, Range, Quarter): T 7N, R 6E, SEC 26 LOTS 1 & 3 NE 1/4	
<input type="checkbox"/> Complete legal on page _____ of document.	
<b>TAX PARCEL NUMBER(S):</b> 07062600010000 65 07062600030000	
<input type="checkbox"/> Additional parcel numbers on page _____ of document.	
The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information.	

Authorization ID MSH-282  
Contact ID WA-DNR  
Expiration Date:

Exhibit D Cost Share  
Eagle Creek Bridge

### EASEMENT

THIS EASEMENT, dated this 4<sup>th</sup> day of November, 2008, from the United States of America, acting by and through the Forest Service, Department of Agriculture, hereinafter called Grantor, to the Department of Natural Resources an agency of the State of Washington, hereinafter called Grantee.

### WITNESSETH:

WHEREAS, 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, for and in consideration of One Dollar (\$1.00) and the grant of reciprocal easement received by Grantor, does hereby grant to Grantee, its successors and assigns, and to successors in interest to any lands now owned or hereafter acquired by Grantee (hereinafter collectively referred to as Grantee), subject to existing easements and valid rights, a perpetual easement for a road along and across that certain assignable easement, which is limited to those rights, conditions, and reservations contained in the following easement acquired by the United States:

#### Eagle Creek Bridge on Forest Service Road 90

From from PACIFICORP, an Oregon Corporation, by deed dated April 19, 1992, recorded June 5, 1991, Auditors File Number 111336, in Book 123, Page 548, rerecorded February 11, 1993, Auditors File Number 115554, Book 133, Page 414, records of Skamania Couty, Washington, being variable feet in width and across the following described lands:

#### Willamette Meridian

T. 7 N., R. 6 E., Sec 26, lots 1&3.

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 variable in width 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 land described herein is not traversed by the road as constructed, the easement traversing the same shall be terminated in the manner hereinafter provided.

This grant is made subject to the following terms, provisions, and conditions applicable to Grantee, its permittees, contractors, assignees, and successors in interest:

- A. Except as hereinafter limited, Grantee shall have the right to use the road on the premises without cost for all purposes deemed necessary or desirable by Grantee in connection with the protection, administration, management, and utilization of Grantee's lands or resources, now or hereafter owned or controlled, subject to such traffic-control regulations and rules as Grantor reasonably may impose upon or require of other users of the road without reducing the rights herein granted. Grantee shall have the right to construct, reconstruct and maintain roads within the premises.

Grantee's right to use the road shall include, but shall not be limited to, use for the purpose of operating and moving specialized logging vehicles and other equipment subject to the following limitations:

Subject to compliance with legal dimensions and weights of motor vehicles imposed by State law on comparable public roads and highways: Provided, That gross weights of equipment or vehicles shall not exceed the capacity of bridges and other structures, and Provided further, That cleared equipment shall not be used on paved roads.

- B. Grantee shall comply with all applicable State and Federal laws, Executive orders, and Federal rules and regulations, except that no present or future administrative rules or regulations shall reduce the rights herein expressly granted.
- C. Grantee shall have the right to charge and to enforce collections from purchasers of timber or other materials when removed from Grantor's lands over the road at such rate per unit of material hauled, or at such higher rate as may be approved by the Regional Forester, as set forth in Lewis River Road Right-of-Way Construction and Use Agreement dated May 23, 1974, until such time as the

amounts paid by such means or by credits received from Grantor shall total the amount set forth in said agreement. Timber or other materials hauled by Grantee from lands of the Grantor shall be regarded as though hauled by someone else.

D. Grantee shall have the right to cut timber upon the premises to the extent necessary for constructing, reconstructing, and maintaining the road. Timber so cut shall, unless otherwise agreed to, be cut into logs of lengths specified by the timber owner and decked along the road for disposal by the owner of such timber.

E. The costs of road maintenance shall be allocated on the basis of respective uses of the road.

During the periods when either party uses the road or Grantor permits use of the road by others for hauling of timber or other materials, the party so using or permitting such use shall perform or cause to be performed, or contribute or cause to be contributed that share of maintenance occasioned by such use of the road.

On any road maintained by Grantee, Grantee shall have the right to charge purchasers of National Forest timber and other commercial haulers, or to recover from available deposits held by the Grantor for such purchasers or haulers, reasonable maintenance charges based on the ratio that said hauling bears to the total hauling on such road. Grantor shall prohibit noncommercial use unless provision is made by Grantor or by the noncommercial users to bear proportionate maintenance costs.

F. Grantee shall have the right to require any user of the road for commercial or heavy hauling purposes to post security guaranteeing performance of such user's obligations with respect to maintenance of the road and with respect to payments of any charges hereinabove stated as payable to Grantee for use of the road: Provided, That the amount of such security shall be limited to the amount reasonably necessary to secure such payment as approved by the Regional Forester.

G. If it is customary in the industry in this locality to require liability insurance at the time commercial users are allowed to use the road, the Grantee shall have the right to require any user of the road for commercial hauling to procure, to maintain, and to furnish satisfactory evidence of liability insurance in a form generally acceptable in the trade and customary in this area, insuring said party against liability arising out of its operation on the premises. The amount of the insurance that may be required shall be established by the Grantor based on the amount customarily carried by commercial haulers in this area.



- H. The Grantee shall maintain the right-of-way clearing by means of chemicals only after the Forest Supervisor has given specific written approval. Application for such approval must be in writing and must specify the time, method, chemicals, and the exact portion of the right-of-way to be chemically treated.
- I. The rights herein conveyed do not include the right to use the road for access to developments used for short or long-term residential purposes, unless and until traffic control regulations, rules, and other provisions to accommodate such use of the road are agreed upon by the Grantor and Grantee.

This easement is granted subject to the following reservations by Grantor, for itself, its permittees, contractors, and assignees:

1. The right to use the road for all purposes deemed necessary or desirable by Grantor in connection with the protection, administration, management, and utilization of Grantor's lands or resources, now or hereafter owned or controlled, subject to the limitations herein contained, and subject to such traffic-control regulations and rules as Grantor may reasonably impose upon or require of other users of the road without reducing the rights herein granted to Grantee: Provided, That all use by the public for purposes of access to or from Grantor's lands shall be controlled by Grantor so as not unreasonably to interfere with use of the road by Grantee or to cause the Grantee to bear a share of the cost of maintenance greater than Grantee's use bears to all use of the road.
2. The right alone to extend rights and privileges for use of the premises to other Government departments and agencies, States, and local subdivisions thereof, and to other users including members of the public except users of lands or resources owned or controlled by Grantee or its successors: Provided,  
  
That such additional use also shall be controlled by Grantor so as not unreasonably to interfere with use of the road by Grantee or to cause Grantee to bear a share of the cost of maintenance greater than Grantee's use bears to all use of the road.
3. 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 interfere unreasonably with use of the road.
4. 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 Lewis River Road Right-of-Way Construction and Use Agreement dated May 23, 1974 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 and the allocation and payment of costs thereof.

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; Provided: That the easement, or segment thereof, shall not be terminated for nonuse as long as the road, or segment thereof, is being preserved for prospective future use.

IN WITNESS WHEREOF, Grantor, by its Forest Supervisor, Gifford Pinchot National Forests, Pacific Northwest Region, Forest Service, has executed this easement pursuant to the delegation of authority by the Secretary of Agriculture to the Under Secretary for Natural Resources and Environment, the delegation of authority by the Under Secretary for Natural Resources and Environment to the Chief, Forest Service, 7 CFR 2.60, and the delegation of authority by the Chief, Forest Service, 49 F.R. 34283, published August 29, 1984, and the delegation of authority by the Regional Forester, Pacific Northwest Region, Forest Service, 58 F.R. 30766, published May 27, 1993, on the day and year first above written.

UNITED STATES OF AMERICA

  
 ALAN J. MATECKO  
 Forest Supervisor  
 Gifford Pinchot National Forest  
 Pacific Northwest Region  
 USDA Forest Service

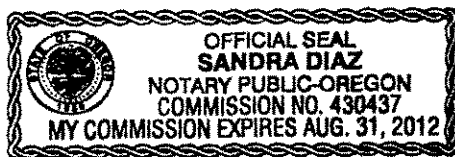
#### ACKNOWLEDGMENT

STATE OF OREGON )  
 )ss.  
 County of MULTNOMAH )

On this 4<sup>TH</sup> day of NOVEMBER, 2008, before me, the undersigned, personally appeared ALAN J. MATECKO, Forest Supervisor, Gifford Pinchot National Forest, Pacific Northwest Region, Forest Service, Department of Agriculture, the same person who executed the within and foregoing instrument, who being by me duly sworn according to law, did say that he/she executed said instrument on behalf of the United States of America by its authority duly given and by him/her delivered as and for its act

and deed. And he/she did further acknowledge that he/she executed said instrument as the free act and deed of the United States of America, for the purposes and consideration herein mentioned and set forth, and I do hereby so certify.

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



*Sandra Diaz*  
 Name (Printed) SANDRA DIAZ  
 Notary Public for the State of OREGON  
 My Commission Expires 8/31/2012

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082.

This information is needed by the Forest Service to evaluate requests to use National Forest System lands and manage those lands to protect natural resources, administer the use, and ensure public health and safety. This information is required to obtain or retain a benefit. The authority for that requirement is provided by the Organic Act of 1897 and the Federal Land Policy and Management Act of 1976, which authorize the Secretary of Agriculture to promulgate rules and regulations for authorizing and managing National Forest System lands. These statutes, along with the Term Permit Act, National Forest Ski Area Permit Act, Granger-Thye Act, Mineral Leasing Act, Alaska Term Permit Act, Act of September 3, 1954, Wilderness Act, National Forest Roads and Trails Act, Act of November 16, 1973, Archeological Resources Protection Act, and Alaska National Interest Lands Conservation Act, authorize the Secretary of Agriculture to issue authorizations for the use and occupancy of National Forest System lands. The Secretary of Agriculture's regulations at 36 CFR Part 251, Subpart B, establish procedures for issuing those authorizations.

The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.

Public reporting burden for this collection of information, if requested, is estimated to average 1 hour per response for annual financial information; average 1 hour per response to prepare or update operation and/or maintenance plan; average 1 hour per response for inspection reports; and an average of 1 hour for each request that may include such things as reports, logs, facility and user information, sublease information, and other similar miscellaneous information requests. This includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

Certified correct as to consideration, description, conditions, and form.

*Janel K. Winborne*  
 Janel K. Winborne,

10-22-08  
 Date

Wash. R/W & C/S Specialist, USDA Forest Service

