

AFTER RECORDING

Return to :
Kevin Parkinson
10600 NE 51st Circle
Vancouver, WA 98682

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Authorization ID GIP# 28
Contact ID Marble Mountain HOA
Expiration Date: January 31, 2041

FS-2700-9j (10/09)
OMB No. 0596-0082

**U. S. DEPARTMENT OF AGRICULTURE
Forest Service**

PRIVATE ROAD EASEMENT UNDER THE FEDERAL LAND POLICY AND MANAGEMENT ACT
Act of October 21, 1976 (P. L. 94-579);
36 CFR 251.50, et seq.

THIS EASEMENT, dated this 8th day of April, 2013, from the United States of America, acting by and through the Forest Service, Department of Agriculture, hereinafter called Grantor, to Marble Mountain Homeowners Association a Washington nonprofit corporation ("MMHA") of the State of Washington, hereinafter called Grantee.

WITNESSETH:

WHEREAS, Grantee has applied for a grant of an easement under the Act of October 21, 1976 (90 Stat. 2743; 43 U.S.C. 1761), 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 payment of one dollar (\$1.00) and other considerations does hereby grant to Grantee, subject to existing easements and valid rights, a nonexclusive easement for use of the 30 road, along and across a strip of land, over and across the following described lands in the County of Skamania, State of Washington:

Grantor does hereby grant and convey an easement over, along and across that certain easement acquired from PacifiCorp, by easement dated August 20, 2004, recorded February 4, 2009, Auditor Number 2009172003, and Agreement To Correct Easement Deed dated March 30, 2012, recorded May 29, 2012, Auditor Number 2012180723 in records of Skamania County, State of Washington, over and across the NW1/4NW1/4 of Section 25, T. 7N., R. 5 E., W.M.

The location of said easement is shown approximately on Exhibit A attached hereto.

Said easement shall be 33 feet 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 easement granted.

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

- A. Grantee shall comply with applicable Federal or State law and shall comply with State standards for public health and safety, environmental protection, and siting, construction, operation, and maintenance of or for rights-of-way for similar purposes, if those standards are more stringent than applicable Federal standards.
- B. The rights herein conveyed do not include the right to use the road for access to developments for short- or long-term residential purposes, unless and until the Grantor and the Grantee agree upon traffic control regulations, rules, and other provisions to accommodate such use of the road.
- C. Upon change in ownership of the land or facility served by this road, the rights granted under this easement may be transferred to the new owner upon written notification to the Regional Forester.
- D. This easement shall continue for as long as the property served is used for a single-family or recreation residence; Provided, That the Grantor shall review the terms and conditions of this easement at the end of each 30-year period from the date of issuance, and may incorporate in the easement such new terms, conditions, and stipulations as existing or prospective conditions may warrant. These shall have the same force and effect in the future as if incorporated in this grant.
- E. All construction or reconstruction of the road shall be in accordance with plans, specifications, and written stipulations approved by the Grantor prior to beginning such construction or reconstruction.
- F. Grantee shall have the right to cut timber upon the easement area to the extent necessary for maintaining the road. Timber so cut shall, unless otherwise agreed to, be cut into standard log lengths or other products as specified by the authorized officer and decked along the road for disposal by the owner of such timber.
- G. The Grantee shall maintain the right-of-way clearing by means of chemicals only after the Grantor 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.
- H. The Grantee shall provide maintenance so that there is no damage on adjacent National Forest land. The Grantee shall construct and maintain lead-off drainage and water barriers as necessary to prevent erosion.
- I. There is no annual fee for this use.
- K. This easement shall terminate in the event an easement is granted subsequently by the United States to a public road agency for operation of this road as a public highway.
- L. Grantee shall pay the United States for all injury, loss, or damage, including fire suppression costs, in accordance with existing Federal and State laws.
- M. Grantee shall indemnify the United States for any and all injury, loss, or damage, including fire suppression costs the United States may suffer as a result of claims, demands, losses, or judgments caused by the Grantee's use or occupancy under this easement.
- N. Upon termination of this easement, the Grantee shall remove within a reasonable time the structures and improvements and shall restore the site to a condition satisfactory to the Grantor, unless otherwise waived in writing. If the Grantee fails to remove the structures or improvements within a reasonable period, as determined by the Grantor, the Grantor may remove and dispose of any improvements and restore the area and all costs shall be paid by the Grantee.

If the Grantor waives the removal of the improvements and restoration of the site, all improvements shall become the property of the United States.

The foregoing notwithstanding, this easement is granted subject to the following reservations by Grantor, for itself, its permittees, contractors, and assignees:

1. The right to cross and recross the road at any place by any reasonable means and for any purpose in such manner as will not interfere unreasonably with Grantee's use of the road.
2. The right to all timber now or hereafter growing on the right-of-way, subject to Grantee's right to cut such timber as herein provided.
3. The right alone to extend rights and privileges for use of the road constructed on the premises to other users, provided that nonfederal users shall bear a fair share of the current replacement cost less depreciation of the road and shall reconstruct the road as necessary to accommodate their use.
4. The Grantor reserves the right to use or authorize the use of the road by other Federal agencies, without cost other than the performance or payment, as it may elect, for its proportionate share of maintenance costs.
5. The Grantor retains the right to occupy and use the right-of-way, and to issue or grant rights-of-way for other land uses, for other than road purposes, upon, over, under, and through the easement area provided that the occupancy and use do not interfere unreasonably with the rights granted herein.
6. The right to terminate this easement if the Grantor assumes jurisdiction and control of the road as a Forest Development Road and issues a replacement easement providing only for use of the road. The replacement easement shall be in the current standard format, which provides the Grantee the right to use the road for the purposes and for the period authorized by this easement, subject to such traffic control regulations and rules as Grantor may impose reasonably upon or require of other users of the road without unreasonably reducing the rights herein granted.

The Grantor may take action to suspend, revoke, or terminate this easement under the Rules of Practice Governing Formal Adjudicatory Administrative Proceedings Instituted by the Secretary Under Various Statutes in 7 CFR 1.130-1.151. An administrative proceeding is not required when the easement terminates on the occurrence of a fixed or agreed-upon condition, event, or time.

IN WITNESS WHEREOF, Grantor, by its Forest Supervisor, Gifford Pinchot National Forest, Pacific Northwest Region, Forest Service, has executed this easement pursuant to the delegation of authority by the Secretary of Agriculture to the Assistant Secretary for Natural Resources and Conservation, the delegation of authority by the Assistant Secretary for Natural Resources and Conservation, to the Chief, Forest Service, 7 CFR 2.60, the delegation of authority by the Chief, Forest Service, 47 F.R. 36465, published August 20, 1982, and the delegation of authority by the Regional Forester, Pacific Northwest Region, 52 F.R. 45980, published December 3, 1987, on the day and year first above written.

UNITED STATES OF AMERICA

By: 

Janine Clayton
Forest Supervisor
Gifford Pinchot National Forest
USDA Forest Service

ACKNOWLEDGMENT

STATE OF Washington
 County of Clark)ss.

On this 8th day of April, 2013, before me, the undersigned, personally appeared Janine Clayton 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.

Melani R. Gonzalez

Name (Printed) Melani R. Gonzalez

Notary Public for the State of WA

My Commission Expires 11-01-2015



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

Janet K. Winborne

Janet K. Winborne,

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

3-26-13

Date

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.

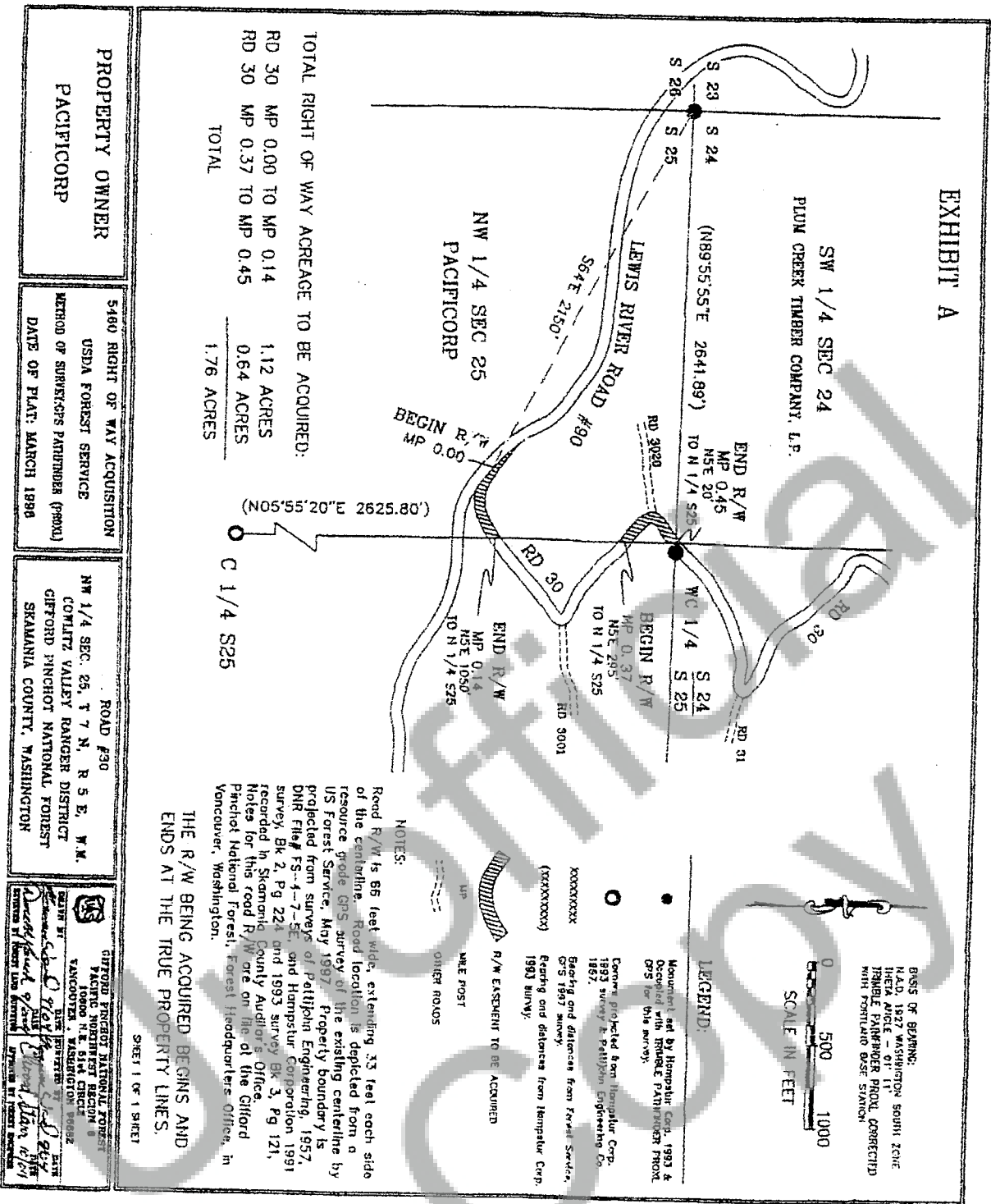
This information is needed by the Forest Service to evaluate requests to use National Forest System lands and manage those lands to protect natural resources, administer the use, and ensure public health and safety. This information is required to obtain or retain a benefit. The authority for that requirement 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.

Unofficial
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	A	B	C
1	100	Johnson, Gawain (Estate)	07 06 18 4 0 0100 00
3	200	Rayburn, Loretta/ Kim Bartkowski / Tony & Eric Rayburn	07 06 18 4 0 0200 00
4	300	Brooks, Teresa	07 06 18 4 0 0300 00
5	301	Johnsen, Kathleen / Grayson, Philip	07 06 18 4 0 0301 00
6	302	Moore, Darrell	07 06 18 4 0 0302 00
7	303	Noble, Russell & Noble, Roberta + ROGER + LISA SMITH	07 06 18 4 0 0303 00
8	304	Swartz, Douglas	07 06 18 4 0 0304 00
9	305	Burbank, Trenton & Toni	07 06 18 4 0 0305 00
10	306	Cox, John & Linda	07 06 18 4 0 0306 00
11	307	Yinger, John & Arlene	07 06 18 4 0 0307 00
12	308	Yinger, John & Arlene	07 06 18 4 0 0308 00
13	309	Bruley, Dean & Nancy (deceased)	07 06 18 4 0 0309 00
14	310	Felts, Claude & Arlene	07 06 18 4 0 0310 00
15	311	Waterman, Verne	07 06 18 4 0 0311 00
16	312	Holtmann, John & Kerry & Ken	07 06 18 4 0 0312 00
17	313	Bruley, Dean & Nancy (deceased)	07 06 18 4 0 0313 00
18	314	Bruley, Dean & Nancy (deceased)	07 06 18 4 0 0314 00
19	315	Archer, Robert & Margaret(deceased)	07 06 18 4 0 0315 00
20	316	Harkleroad, Ryan & Tricia Dodge, Dougla & Bonnie	07 06 18 4 0 0316 00
21	317	Archer, Keith & Huntsinger Kimberly & Gerald	07 06 18 4 0 0317 00
22	318	Laycoe, Jason	07 06 18 4 0 0318 00
23	319	Porter, John Robert & Heather	07 06 18 4 0 0319 00
24	320	Brown, Richard	07 06 18 4 0 0320 00
25	321	Hayden, Michael & Brenda	07 06 18 4 0 0321 00
26	400	Anderson, Ronald & Rose-Anderson Geraldine	07 06 18 4 0 0400 00
27	401	Colbert, Edward & Darla	07 06 18 4 0 0401 00
28	402	Reeves, Denise	07 06 18 4 0 0402 00
29	403	Colbert, Edward & Darla	07 06 18 4 0 0403 00
30	500	Anderson, Ronald & Rose-Anderson Geraldine & Rose, Brett	07 06 18 4 0 0500 00

	A	B	C
31	600	Diaz, Henry & Geraldine	07 06 18 4 0 0600 00
32	700	Cox, James & Toni	07 06 18 4 0 0700 00
33	801	Tietsuma, Travis / Tenbrink, Timothy	07 06 18 4 0 0801 00
34	802	Bielas, Mitchell & Bonnie	07 06 18 4 0 0802 00
35	900	Siebert Estate	07 06 18 4 0 0900 00
36	1000	Allen, Robert	07 06 18 4 0 1000 00
37	1100	Funk, Stephen	07 06 18 4 0 1100 00
38	1101	Funk, Stephen	07 06 18 4 0 1101 00
39	100	McDonald, Ryan; Lape Sara; Wilcox, Marcie; Lough, Heather	07 06 18 4 1 0100 00
40	102	Leetch, Rodney & Shellie	07 06 18 4 1 0102 00
41	103	Bisping, Arnold & Shirey	07 06 18 4 1 0103 00
42	104	Melton, David	07 06 18 4 1 0104 00
43	105	Feasey, Barry	07 06 18 4 1 0105 00
44	200	Leetch, Rodney / Leetch, Brian	07 06 18 4 1 0200 00
45	300	Ferger, William & Corky	07 06 18 4 1 0300 00
46	301	Stouder, Albert & Darlene	07 06 18 4 1 0301 00
47	302	Beck, Loren & Oveta	07 06 18 4 1 0302 00
48	400	Hayden, Mike & Brenda	07 06 18 4 1 0400 00
49	401	Boelhke, Lee & Patricia	07 06 18 4 1 0401 00
50	402	Johnsen, Kathleen / Grayson, Philip	07 06 18 4 1 0402 00
51	500	Leetch, Rodney / Leetch, Brian	07 06 18 4 1 0500 00
52	900	Berry, Dick & Cheryl / Haldeman, Tim & Bonita.	07 06 18 4 1 0900 00
53	1100	Thompson, Stephen & Lori	07 06 18 4 1 1100 00
54	1200	Homola, Tim & Diane	07 06 18 4 1 1200 00
55	1300	DelGrosso, Marie / DelGrosso, Byron	07 06 18 4 1 1300 00
56	1400	Gregory, Clint	07 06 18 4 1 1400 00
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