

Skamania County, WA
Total: \$378.50
EASE
Pgs=26

2025-001019

07/07/2025 11:57 AM

Request of: USDA FOREST SERVICE



WHEN RECORDED RETURN TO:

USDA Forest Service – 15th Floor

ATTN: George Otanic

1220 SW 3rd Avenue

Portland, OR 97204

Please print or type information **Washington State Recorder's Cover Sheet** (RCW 65.04)

DOCUMENT TITLE(S) (or transaction contained therein) (all areas applicable to your document must be filled in)

USDA FS Public Road Easement Authority: National Forest Roads & Trails Act, 16, USC 532-538

REFERENCE NUMBER(S) of Documents assigned or released: N/A

[] Additional numbers on page _____ of document.

GRANTOR(S):

1. United States of America

2.

Skamania County

Real Estate Excise Tax

3.

4.

N/A

JUL 07 2025

[] Additional names on page _____ of document.

PAID

N/A

GRANTEE(S):

Skamania County Treasurer

KJA Deputy

1. Skamania County

2.

3.

4.

[] Additional names on page _____ of document.

LEGAL DESCRIPTION (Abbreviated: i.e. Lot, Block, Plat or Section, Township, Range, Quarter):

Section 27, T. 4 N., R. 7 E., W.M.

[X] Complete legal on page 1 of document.

Assessor's Property Tax Parcel #s:

04-07-27-0-0-1800-00

04-07-27-0-0-1900-00

04-07-27-0-0-2000-00

BM

[] 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.

"I am signing below and paying an additional \$50.00 recording fee (as provided in RCW 36.18.010 and referred to as an emergency nonstandard document), because this document does not meet margin and formatting requirements. Furthermore, I hereby understand that the recording process may cover up or otherwise obscure some part of the text of the original document as a result of this request."

A handwritten signature in black ink, appearing to be 'L. S. A.', written over a horizontal line.

Signature of Requesting Party

Note to Submitter: Do NOT sign above nor pay additional \$50 fee if the document meets margin/formatting requirements.

Unofficial
Copy

**U.S. DEPARTMENT OF AGRICULTURE
FOREST SERVICE
PUBLIC ROAD EASEMENT
AUTHORITY:
National Forest Roads and Trails Act, 16 U.S.C. 532-538**

This public road easement (hereinafter "easement"), dated June 16, 2025 is granted by the **United States, acting through the United States Department of Agriculture, Forest Service** (hereinafter "grantor"), to **SKAMANIA COUNTY**, a municipal corporation of the State of Washington (hereinafter "grantee").

The grantor hereby grants to the grantee, subject to existing easements and other valid existing rights, a non-exclusive, permanent easement for construction, reconstruction, operation, and maintenance of a public road for a state or county highway that is wholly or partly within or adjacent to and serving the National Forest System that the Forest Service determines is necessary for the protection, administration, and utilization of the National Forest System and the use and development of its resources (hereinafter "public road"). The grantee shall record this easement within 90 days of the date it is granted and shall provide a copy of the recorded easement to the authorized officer.

In consideration of this permanent easement, the grantee is providing a reciprocal benefit to the grantor in the form of construction, as needed, operation, and maintenance of the public road.

This easement is located on lands in the County of Skamania, State of Washington.

This easement is 30 to 66 feet wide and 3,267 feet long and covers approximately 2.43 acres in the Sec. 27, T. 4 N., R. 7 E., WILLAMETTE MERIDIAN, ("the easement area"), as shown on the maps attached as appendices to this easement. This and any other appendices are hereby incorporated into this easement.

I. GENERAL TERMS

A. AUTHORITY. This easement is issued pursuant to the National Forest Roads and Trails Act, 16 U.S.C. 532-538, and 36 CFR Part 212, Subpart A, and 36 CFR Part 251, Subpart B, as amended, and is subject to their provisions.

B. AUTHORIZED OFFICER. The authorized officer is the Regional Forester or Forest or Grassland Supervisor with delegated authority pursuant to Forest Service Manual 2700.

C. AMENDMENT. This easement may be amended at any time by written agreement of the grantor and the grantee.

D. COMPLIANCE WITH LAWS, REGULATIONS, AND OTHER LEGAL REQUIREMENTS. In exercising the rights and privileges granted by this easement, the grantee shall comply with all present and future federal laws and regulations and all present and future state, county, and municipal laws, regulations, and other legal requirements that apply to the easement area, to the extent they do not conflict with federal law, regulation, or policy. The grantor assumes no responsibility for enforcing laws, regulations, and other legal requirements that fall under the jurisdiction of other governmental entities.

E. RESERVATIONS. All rights not specifically and exclusively granted to the grantee are reserved to the grantor, including:

1. The right of access to the easement area, including a continuing right of physical entry to the easement area for inspection, monitoring, or any other purpose consistent with any right or obligation of the United States under any law or regulation.
2. The right to use or authorize others to use any portion of the easement area for non-highway purposes, provided that such use does not interfere with the free flow of traffic or impair the full use and safety of the public road.
3. The right to locate Forest Service and other U.S. Department of Agriculture informational signs inside the easement area and outside the cuts and fills for the public road.
4. The right to administer and dispose of all natural resources, including timber, in the easement area, subject to the grantee's right to cut vegetation under clause III.D.

F. ASSIGNABILITY. This easement is not assignable.

II. IMPROVEMENTS

A. LIMITATIONS ON USE. Nothing in this easement gives or implies permission to build or maintain any structure or facility or to conduct any activity unless specifically provided for in this easement. Any use not specifically authorized by this easement must be proposed in accordance with 36 CFR 251.54 or 251.61. Approval of such a proposed use through issuance of a new easement or easement amendment is at the sole discretion of the authorized officer.

B. DRAWINGS. All drawings for construction or reconstruction of the public road, as well as revisions to those drawings, must be prepared by a professional engineer, architect, landscape architect, or other qualified professional acceptable to the authorized officer. These drawings and drawing revisions must have written approval from the authorized officer before they are implemented. The grantee shall not establish any borrow, sand, or gravel pits; stone quarries; permanent storage areas; road operation and maintenance facilities; camps; supply depots; or disposal sites in the easement area, unless shown on approved construction drawings or otherwise approved by the authorized officer. The authorized officer may require the grantee to furnish as-built drawings, maps, or surveys upon completion of the work.

III. OPERATIONS

A. CONSTRUCTION, RECONSTRUCTION, OPERATION, AND MAINTENANCE OF THE PUBLIC ROAD. The grantee shall have the right and obligation to construct, reconstruct, operate, and maintain the public road for a state or county highway consistent with applicable state law for public highways. The Forest Service assumes no responsibility for construction, reconstruction, operation, and maintenance of the public road.

B. NONDISCRIMINATION. The grantee and its assignees, agents, employees, contractors, and lessees shall not discriminate against any person on the basis of race, color, sex (in educational and training programs), national origin, age, or disability or by curtailing or refusing to furnish accommodations, facilities, services, or use privileges offered to the public generally. In addition, the grantee and its assignees, agents, employees, contractors, and lessees shall comply with the provisions of Title VI of the Civil Rights Act of 1964 as amended, Section 504 of the Rehabilitation Act of 1973, as amended, Title IX of the Education Amendments

of 1972, as amended, and the Age Discrimination Act of 1975, as amended. The grantee shall include and require compliance with the above nondiscrimination provisions in any third-party agreement made with respect to the operations authorized under this easement. The Forest Service shall have the right to enforce the foregoing nondiscrimination provisions by suit for specific performance or by any other available remedy under the laws of the United States or the State in which the violation occurs.

C. RESOURCE PROTECTION DURING ROAD MAINTENANCE. The grantee shall conduct any maintenance of the public road so as to avoid damaging adjacent National Forest System lands.

D. PREVENTION AND CONTROL OF SOIL EROSION. Consistent with applicable federal and state highway safety standards, the grantee shall provide for prevention and control of soil erosion in the easement area and on adjacent National Forest System lands that may occur during construction, operation, and maintenance of the public road, including maintenance of any terracing, water bars, leadoff ditches, or other preventive works and reshaping of slopes following slides that may be necessary to control or prevent soil erosion and disposal of any associated waste. The grantee shall vegetate and keep vegetated with species approved by the authorized officer all earth cut or fill slopes feasible for revegetation and any other locations in which ground cover is destroyed.

E. CUTTING, DISPOSAL, AND PLANTING OF VEGETATION. This easement does not authorize the cutting of trees, brush, shrubs, and other plants ("vegetation"). Vegetation may be cut, destroyed, or trimmed only after the authorized officer or the authorized officer's designated representative has approved in writing and marked or otherwise identified what may be cut, destroyed, or trimmed. The grantee shall notify the authorized officer when approved cutting, destruction, or trimming of vegetation has been completed. The Forest Service shall determine in advance of felling the method of disposal of trees felled in the easement area that meet utilization standards. Disposal may be by sale or without charge per 36 CFR Part 223, as may be most advantageous to the United States. Debris from felling that does not meet utilization standards shall also be disposed of according to methods determined by the Forest Service. Planting of vegetation in the easement area must have prior written approval from the authorized officer.

F. PESTICIDE USE

1. Authorized Officer Concurrence. Pesticides may not be used in the easement area to control pests, including undesirable woody and herbaceous vegetation (including aquatic plants), insects, birds, rodents, or fish without prior written concurrence of the authorized officer. Only those products registered or otherwise authorized by the U.S. Environmental Protection Agency and appropriate State authority for the specific purpose planned shall be authorized for use within areas on National Forest System lands.

2. Pesticide-Use Proposal. Requests for concurrence of any planned uses of pesticides shall be provided in advance using the Pesticide-Use Proposal (form FS-2100-2). Annually the grantee shall, on the due date established by the authorized officer, submit requests for any new, or continued, pesticide usage. The Pesticide-Use Proposal shall cover a 12-month period of planned use. The Pesticide-Use Proposal shall be submitted at least 60 days in advance of pesticide application. Information essential for review shall be provided in the form specified. Exceptions to this schedule may be allowed, subject to emergency request and approval, only when unexpected outbreaks of pests require control measures which were not anticipated at the time a Pesticide-Use Proposal was submitted.

3. Safety Plan. Before applying pesticides in the easement area, the grantee shall submit to the authorized officer a safety plan that includes, at a minimum, a precise statement of the treatment objectives; a description of equipment, materials, and supplies to be used, including pesticide formulation, quantities, and application methods; a description of the lines of responsibility for project planning, project monitoring, and after-action

review; a description of any necessary interagency coordination; a copy of the current Pesticide-Use Proposal for the easement; a description of the process by which treatment effectiveness will be determined; and a spill plan, communications plan, security plan, and, when required by applicable local requirements, a provision for prior notification to sensitive individuals.

4. **Reporting.** By September 30th annually, the grantee shall submit to the authorized officer a written report of each pesticide application project completed during the previous 12-month period. The report shall contain information pertaining to the pesticide application projects as requested by the authorized officer.

5. **Labeling, Laws, and Regulations.** Label instructions and all applicable laws and regulations shall be strictly followed in the application of pesticides and disposal of excess materials and containers. No pesticide waste, excess materials, or containers shall be disposed of in any area administered by the Forest Service.

IV. RIGHTS AND LIABILITIES

A. **VALID EXISTING RIGHTS.** This easement is subject to all valid existing rights. Valid existing rights include those derived from mining and mineral leasing laws of the United States. The grantor is not liable to the grantee for the exercise of any such right.

B. **ABSENCE OF THIRD-PARTY BENEFICIARY RIGHTS.** The parties to this easement do not intend to confer any rights on any third party as a beneficiary under this easement.

C. **NO WARRANTY OF ACCESS, AREA SUITABILITY, OR SERVICES.** This easement authorizes the use and occupancy of lands or easements of the grantor for the purposes identified in this easement. The Forest Service does not make any express or implied warranty of access to the easement area, of the suitability of the easement area for the authorized uses, or for the furnishing of road or trail maintenance, other than as expressly provided for in this easement; water; fire protection services; search and rescue services; or any other services by a government agency, utility, association, or individual.

D. **RISK OF LOSS.** The grantee assumes all risk of loss to the easement area, in whole or in part, due to public health and safety or environmental hazards. Loss of use and occupancy of the easement area may result from but is not limited to theft, vandalism, fire and any fire-fighting activities (including prescribed burns), environmental contamination, avalanches, rising waters, winds, falling limbs or trees, and other forces of nature. If the authorized officer determines that any portions of the easement area cannot be safely occupied due to a public health or safety or environmental hazard, this easement shall terminate as to those portions of the easement area. Termination under this clause shall not give rise to any claim for damages, including lost profits, by the grantee against the Forest Service.

E. **DAMAGE TO UNITED STATES PROPERTY.** The grantee has an affirmative duty to protect from damage the land, property, and other interests of the United States that are associated with the use and occupancy authorized by this easement. Damage includes but is not limited to destruction of or damage to National Forest System lands, fire suppression costs, and destruction of or damage to federally owned improvements.

1. The grantee shall be liable for all injury, loss, or damage, including fire suppression costs, prevention and control of the spread of invasive species, and the costs of rehabilitation or restoration of natural resources, resulting from the grantee's use and occupancy of the easement area. Compensation shall include but not be limited to the value of resources damaged or destroyed, the costs of restoration, cleanup, or other mitigation, fire suppression or other types of abatement costs, and all administrative, legal (including attorney's fees), and other costs.

2. The grantee shall be liable for damage to all roads and trails of the United States caused by use of the grantee or the grantee's heirs, assignees, agents, employees, or contractors to the same extent as provided under clause IV.E.1, except that liability shall not include reasonable and ordinary wear and tear.

F. ENVIRONMENTAL PROTECTION

1. Compliance with Environmental Laws. The grantee shall in connection with the use and occupancy authorized by this easement comply with all applicable federal, state, and local environmental laws and regulations, including but not limited to those established pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, 42 U.S.C. 9601 et seq., the Resource Conservation and Recovery Act, as amended, 42 U.S.C. 6901 et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., the Oil Pollution Act, as amended, 33 U.S.C. 2701 et seq., the Clean Air Act, as amended, 42 U.S.C. 7401 et seq., the Toxic Substances Control Act, as amended, 15 U.S.C. 2601 et seq., the Federal Insecticide, Fungicide, and Rodenticide Act, as amended, 7 U.S.C. 136 et seq., and the Safe Drinking Water Act, as amended, 42 U.S.C. 300f et seq.

2. Definition of Hazardous Material. For purposes of clause IV.F, "hazardous material" shall mean (a) any hazardous substance under section 101(14) of CERCLA, 42 U.S.C. 9601(14); (b) any pollutant or contaminant under section 101(33) of CERCLA, 42 U.S.C. 9601(33); (c) any petroleum product or its derivative, including fuel oil, and waste oils; and (d) any hazardous substance, extremely hazardous substance, toxic substance, hazardous waste, ignitable, reactive or corrosive materials, pollutant, contaminant, element, compound, mixture, solution or substance that may pose a present or potential hazard to human health or the environment under any applicable environmental laws.

3. Oil Discharges and Release of Hazardous Materials. The grantee shall immediately notify all appropriate response authorities, including the National Response Center and the authorized officer or the authorized officer's designated representative, of any oil discharge or of the release of a hazardous material in the easement area in an amount greater than or equal to its reportable quantity, in accordance with 33 CFR Part 153 and 40 CFR Part 302. For the purposes of this requirement, "oil" is as defined by section 311(a)(1) of the Clean Water Act, 33 U.S.C. 1321(a)(1). The grantee shall immediately notify the authorized officer or the authorized officer's designated representative of any release or threatened release of any hazardous material in or near the easement area which may be harmful to public health or welfare or which may adversely affect natural resources on federal lands.

4. Remediation of Release of Hazardous Materials. The grantee shall remediate any release, threat of release, or discharge of hazardous materials that occurs in connection with the grantee's activities in the easement area, including activities conducted by the grantee's agents, employees, or contractors and regardless of whether those activities are authorized under this easement. The grantee shall perform remediation in accordance with applicable law immediately upon discovery of the release, threat of release, or discharge of hazardous materials. The grantee shall perform the remediation to the satisfaction of the authorized officer and at no expense to the United States. Upon revocation or termination of this easement, the grantee shall deliver the easement area to the Forest Service in compliance with all applicable laws and regulations and free and clear of contamination.

G. INDEMNIFICATION OF THE UNITED STATES. The grantee shall indemnify, defend, and hold harmless the United States for any costs, damages, claims, liabilities, and judgments arising from past, present, and future acts or omissions of the grantee in connection with the use and occupancy authorized by this easement. This indemnification and hold harmless provision includes but is not limited to acts and omissions of the grantee or the grantee's heirs, assignees, agents, employees, contractors, or lessees in

connection with the use and occupancy authorized by this easement which result in (1) violations of any laws and regulations which are now or which may in the future become applicable; (2) judgments, claims, demands, penalties, or fees assessed against the United States; (3) costs, expenses, and damages incurred by the United States; or (4) the release or threatened release of any hazardous material into the environment. The authorized officer may prescribe terms that allow the grantee to replace, repair, restore, or otherwise undertake necessary curative actions to mitigate damages in combination with or as an alternative to monetary indemnification.

V. REVOCATION, SUSPENSION, AND TERMINATION

A. REVOCATION. The authorized officer may revoke all or part of this easement:

1. By condemnation; or
2. Based on a finding of abandonment of the easement after a continuous 5-year period of non-use, provided:
 - (a) The easement or segment of the easement is not being preserved for prospective future use;
 - (b) The authorized officer gives the grantee written notice of the revocation; and
 - (c) If the grantee administratively appeals the revocation within 60 days of receipt of the notice, the revocation is upheld on appeal.

B. IMMEDIATE SUSPENSION. The authorized officer may immediately suspend this easement in whole or in part when necessary to protect public health or safety or the environment. The suspension decision shall be in writing. The grantee may request an onsite review with the authorized officer's superior of the adverse conditions prompting the suspension. The authorized officer's superior shall grant this request within 48 hours. Following the onsite review, the authorized officer's superior shall promptly affirm, modify, or cancel the suspension.

C. APPEALS AND REMEDIES. Written decisions by the authorized officer relating to administration of this easement, other than revocation or suspension decisions, are subject to administrative appeal pursuant to 36 CFR Part 214, as amended. Revocation of this easement for non-use is subject to administrative appeal pursuant to 7 CFR Part 1, Subpart H, as amended, provided the grantee files an appeal within 60 days of receipt of the notice of revocation. Immediate suspension under clause V.B is subject to administrative appeal pursuant to 7 CFR Part 1, Subpart H, as amended. Revocation or suspension of this easement shall not give rise to any claim for damages by the grantee against the grantor.

D. TERMINATION. This easement shall terminate when by its terms a fixed or agreed upon condition, event, or time occurs without any action by the authorized officer. Termination of this easement shall not require notice, a decision document, or any environmental analysis or other documentation. Termination of this easement is not subject to administrative appeal and shall not give rise to any claim for damages by the grantee against the grantor. This easement shall terminate:

1. If the grantee does not record this easement in each county where the lands underlying this easement are located within 90 days of the date this easement is granted; or
2. All or in part, upon the written agreement of the grantor and the grantee.

VI. MISCELLANEOUS PROVISIONS

A. MEMBERS OF CONGRESS. No member of or delegate to Congress or resident commissioner shall benefit from this easement either directly or indirectly, except to the extent the authorized use provides a general benefit to a corporation.

B. CURRENT ADDRESSES. The grantor and the grantee shall keep each other informed of current mailing addresses.

C. SUPERIOR CLAUSES. If there is any conflict between any of the preceding printed clauses and any of the following clauses, the preceding printed clauses shall control.

D. SURVEYS, LAND CORNERS (D-4). The holder shall protect, in place, all public land survey monuments, private property corners, and Forest boundary markers. In the event that any such land markers or monuments are destroyed in the exercise of the privileges permitted by this authorization, depending on the type of monument destroyed, the holder shall see that they are reestablished or referenced in accordance with

(1) the procedures outlined in the "Manual of Instructions for the Survey of the Public Land of the United States," (2) the specifications of the county surveyor, or (3) the specifications of the Forest Service.

Further, the holder shall cause such official survey records as are affected to be amended as provided by law. Nothing in this clause shall relieve the holder's liability for the willful destruction or modification of any Government survey marker as provided at 18 U.S.C. 1858.

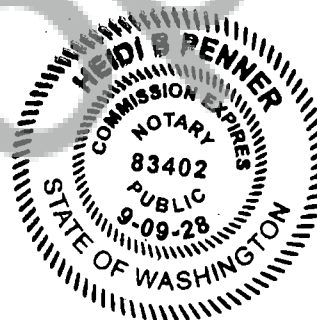
THIS EASEMENT IS GRANTED SUBJECT TO ALL ITS TERMS.

BEFORE THIS EASEMENT IS GRANTED, DOCUMENTATION MUST BE PROVIDED TO THE AUTHORIZED OFFICER OF THE AUTHORITY OF THE SIGNATORY FOR THE STATE OR COUNTY PUBLIC ROAD AUTHORITY TO BIND IT TO THE TERMS OF THIS EASEMENT.

On June 16, 2025 (date), I, the grantee, have read, understood, and accepted the terms of this easement.

Asa Leckie
Asa Leckie
Commissioner of the Board
Skamania County

16 June 25
Date



STATE OF Washington
Skamania COUNTY

On June 16, 2025 (date), before me, a notary public in the State of Washington, personally appeared Asa Leckie, commissioner of the Board, Skamania County, known to me to be the person who signed this easement as the grantee.

Heidi B. Penner
Notary Public for the State of Washington
My commission expires 09-09-2028 (date)

On June 24 2025 (date), the United States, through the United States Department of Agriculture, Forest Service, has executed this easement pursuant to delegations of authority in 7 CFR 2.60(a)(2), 36 CFR 251.52, and FSM 2732.04c.

UNITED STATES OF AMERICA

Johanna Kovarik
Johanna Kovarik

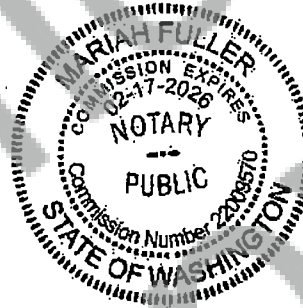
06/24/25
Date

Forest Supervisor, Gifford Pinchot National Forest
USDA Forest Service

STATE OF Washington
Clark COUNTY

On 06/24/2025 (date), before me, a notary public in the State of Washington, personally appeared Johanna Kovarik, Forest Supervisor, Gifford Pinchot National Forest, known to me to be the person who signed this easement as the grantee.

M. Fuller
Notary Public for the State of Washington
My commission expires 02/17/2026



According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not 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. Response to this collection of information is mandatory. The authority to collect the information is the Organic Administration Act, 16 U.S.C. 551. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

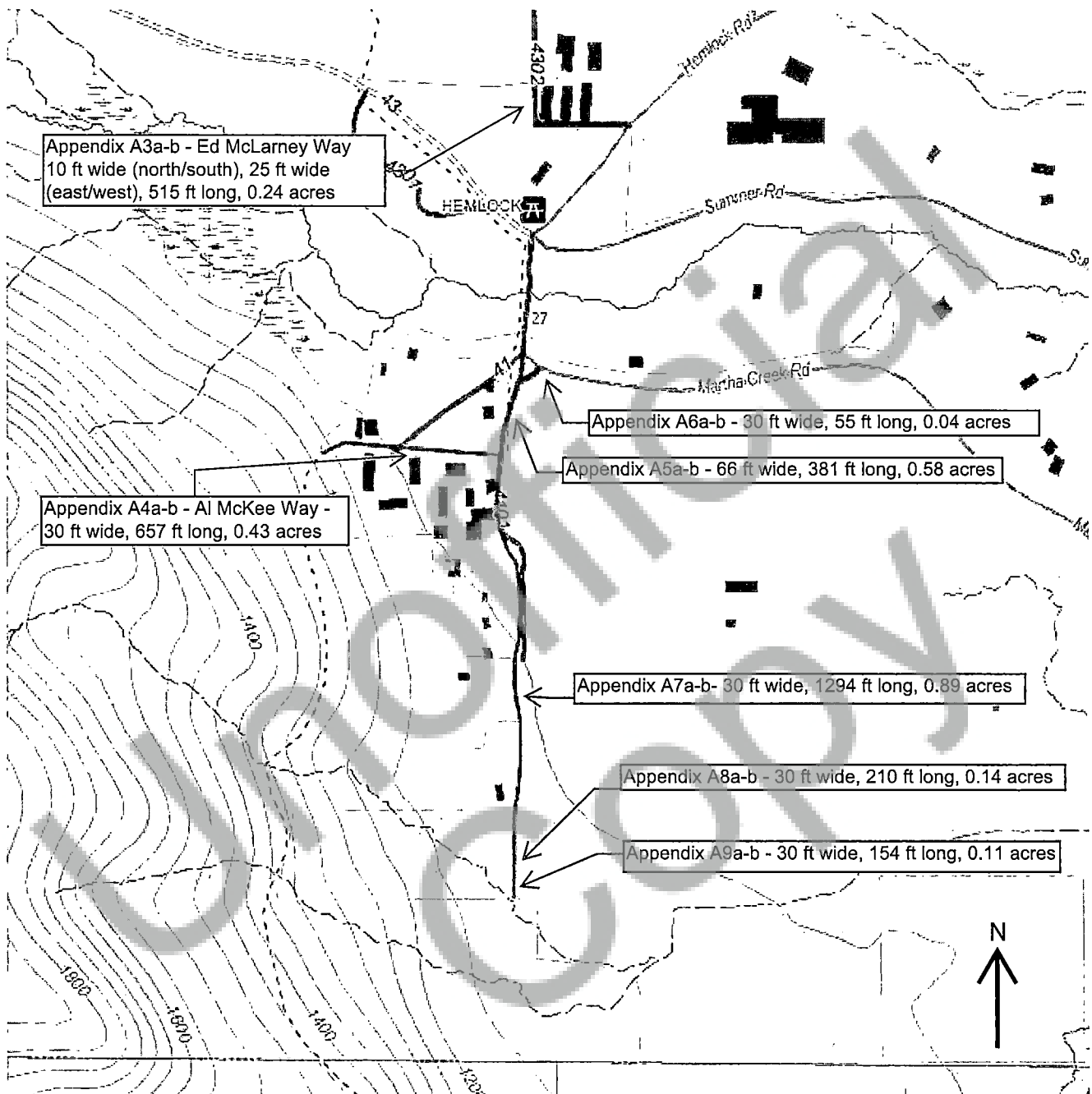
To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

USDA is an equal opportunity provider, employer, and lender.

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.

Skamania County - MTA484 - Appendix A1 - Map

Mt. Adams Ranger District / Gifford Pinchot National Forest



Authorization Information

Primary Use: 751 FRTA Easement

Legal Description: T4N R7E SW Sec 27

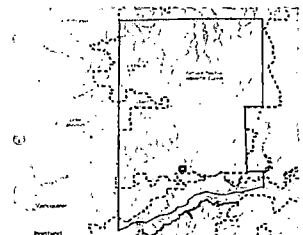
Road Name: Al McKee Way, Chapman Ave,
Ed McLarney Way

Disclaimer: The USDA Forest Service makes no warranty, expressed or implied regarding the data displayed on this map, and reserves the right to correct, update, modify, or replace this information without notification.

Legend

- County FRTA Easement
- Water body
- Forest Service Land
- Non-Forest Service Land

Washington Skamania County



Appendix A2 - Easement Locations

Appendix	Road Name/Description	FS Road Number	T	R	S	Lot	Length (ft)	Width (ft)	Acres
A3a-b	Ed McLarney Way	N/A (Cone Shed - South)	4N	7E	27	22	357	25	0.20
A3a-b	Ed McLarney Way	N/A (Cone Shed - West)	4N	7E	27	22	158	10	0.04
A4a-b	Al Kee Way	FSR #41	4N	7E	27	26	657	30	0.43
A5a-b	Chapman (north)	FSR #4101	4N	7E	27	26	381	66	0.58
A6a-b	Chapman (spur)	FSR #4101	4N	7E	27	26	56	33	0.04
A7a-b	Chapman (main)	FSR #4101	4N	7E	27	13-15	1294	30	0.89
A8a-b	Chapman (FS acquired)	FSR #4101	4N	7E	27	31	210	30	0.14
A9a-b	Chapman (south)	FSR #4101	4N	7E	27	31	154	30	0.11
TOTAL							3267	N/A	2.43

Appendix A3a

Ed McLarney Way - FRTA Public Road Easement - MTA484

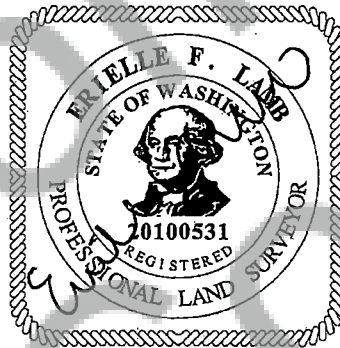
These instruments were originally recorded on October 7, 2024, under recording 2024-001465, as exhibits to the Wind River conveyance Quitclaim Deed (as authorized by the Consolidated Appropriations Act, 2023, Division DD, Section 305 (P.L. 117-328)).

An easement, for the purpose of access over and across a portion of Government Lot 22, Section 27, Township 4 North, Range 7 East, Willamette Meridian, Skamania County, Washington and shown on Exhibit "E-2", lying 10 feet easterly of the West boundary and 25 feet northerly of the South boundary of Lot 22.

The **sidelines** of said strip shall be lengthened or shortened, as necessary, so as to intersect with the north and east lines of Lot 22.

Containing 0.24 acres of land.

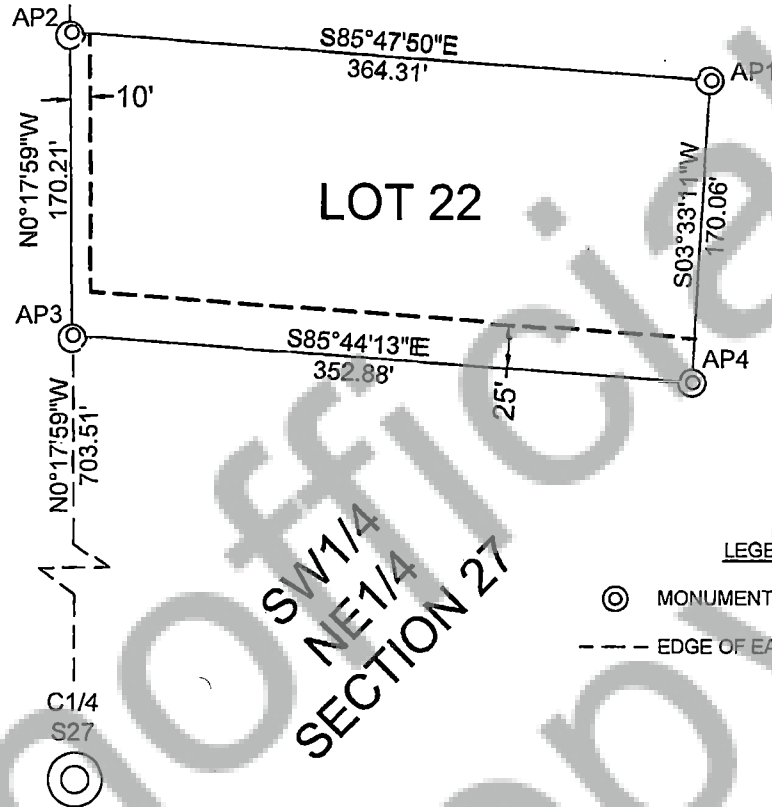
Bearings are based on Washington State Plane Coordinate System, South Zone NAD83(2011). The convergence angle at AP14 of Government Lot 26 is -1°02'31".



Ed McLarney Way - FRTA Public Road Easement

MTA484 - Appendix A3b

SW1/4NE1/4 Sec. 27, T.4N., R.7E., W.M.
SKAMANIA COUNTY, WA



LEGEND

⊙ MONUMENT OF RECORD

--- EDGE OF EASEMENT

BASIS OF BEARING

WASHINGTON STATE PLANE, SOUTH ZONE NAD83(2011).
CONVERGENCE ANGLE AT AP14 OF LOT 26 IS -1°02'31".

RESERVING FROM

SKAMANIA COUNTY

RIGHT-OF-WAY EASEMENT

RIGHT-OF-WAY OF EASEMENT STARTS AND ENDS AT THE
TRUE BOUNDARY OF LOT 22.

WIDTH

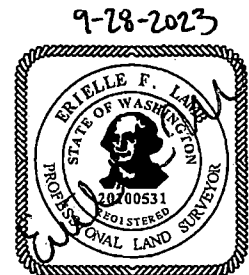
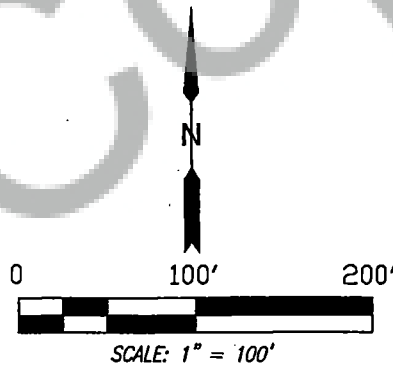
10 FEET OFFSET FROM THE WEST BOUNDARY, 25 FEET
OFFSET FROM THE SOUTH BOUNDARY

AREA

±0.24 ACRES

SURVEY METHOD

SURVEY WAS CONDUCTED BY THE BLM IN 2020 USING GPS
TIES IN WASHINGTON STATE PLANE COORDINATE SYSTEM,
SOUTH ZONE NAD83(2011). ALL DISTANCES SHOWN
HEREON ARE US SURVEY FOOT, GRID DISTANCE.



RIGHT-OF-WAY
USDA FOREST SERVICE
REGION 6 - PACIFIC NORTHWEST REGION
GIFFORD PINCHOT NATIONAL FOREST
MOUNT ADAMS RANGER DISTRICT
SKAMANIA COUNTY, WASHINGTON

ACCEPTED BY: DATE: 11/28/23
FOREST LINE OFFICER
PREPARED BY: E. LAMB
CHECKED BY: DATE: 9/26/2023

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Appendix A4a
Al McKee Way - FRTA Public Road Easement - MTA484
(USFS Forest Road #41)

These instruments were originally recorded on October 7, 2024, under recording 2024-001465, as exhibits to the Wind River conveyance Quitclaim Deed (as authorized by the Consolidated Appropriations Act, 2023, Division DD, Section 305 (P.L. 117-328)).

An easement 30 feet in width, 15 feet each side of centerline, for the purpose of access over and across a portion of Government Lot 26, Section 27, Township 4 North, Range 7 East, Willamette Meridian, Skamania County, Washington and shown on Exhibit "C-2", the centerline of said easement which is more particularly described as follows:

COMMENCING AT Angle Point Number 21 of Lot 26 (P.O.C.), monumented with a Parker-Kalon nail driven flush;

THENCE North 49° 14' 44" East, a distance of 7.95 feet to the **POINT OF BEGINNING (P.O.B.)**;

Thence along the as-traveled centerline of an existing asphalt road, the following five courses:

- 1.) North 84° 41' 12" West a distance of 248.57 feet;
- 2.) North 85° 31' 08" West a distance of 296.52 feet;
- 3.) North 64° 09' 22" West a distance of 34.89 feet;
- 4.) North 55° 28' 21" West a distance of 36.71 feet;
- 5.) North 66° 25' 37" West a distance of 40.82 feet to intersection with line 13-14 of Lot 26 and the **POINT OF TERMINATION (P.O.T.)**.

From the P.O.T., Angle Point Number 14 of Lot 26 bears South 45° 35' 47" West, a distance of 78.45 feet, monumented with a stainless steel post, 2-1/2 inches in diameter, with a brass cap marked "S27 AP14 LOT26 2019".

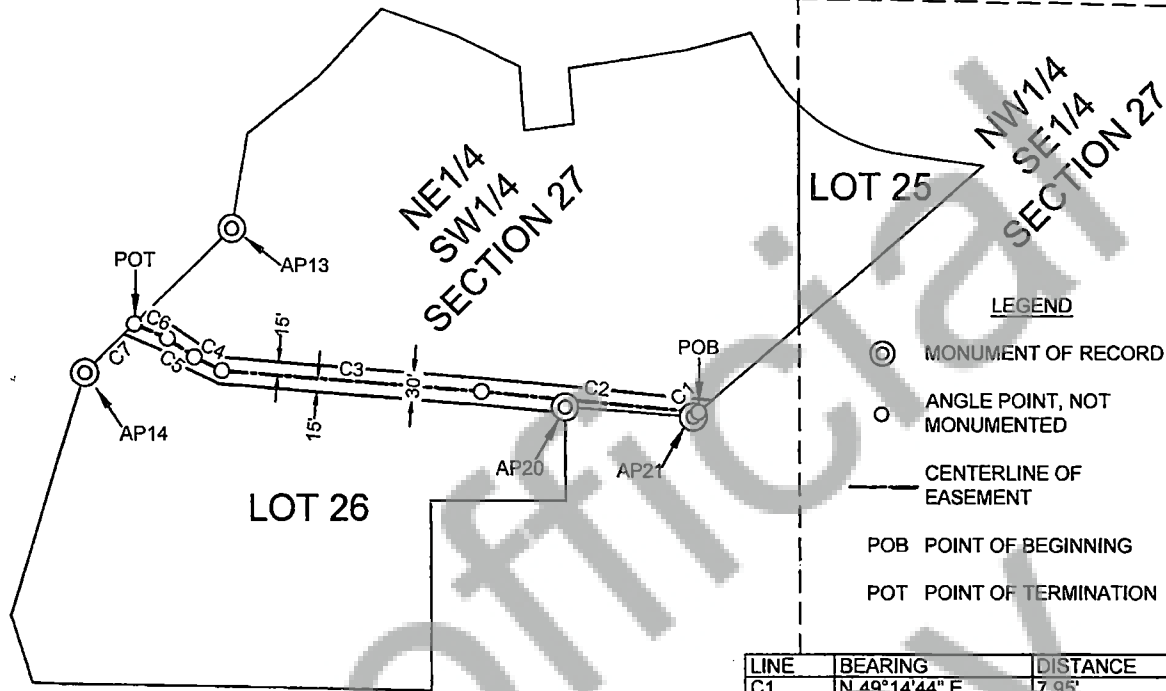
The sidelines of said strip shall be lengthened or shortened, as necessary, so as to intersect with line 13-14 of Lot 26.

Containing 0.43 acres of land.

Bearings are based on Washington State Plane Coordinate System, South Zone NAD83(2011). The convergence angle at AP14 of Government Lot 26 is -1°02'31".

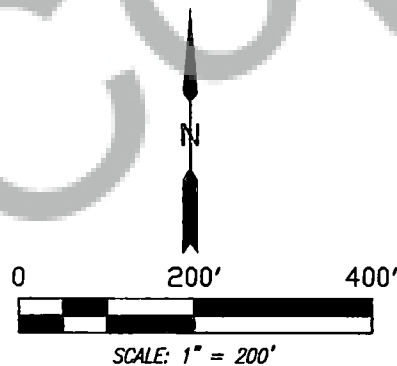


Appendix A4b
Al McKee Way - FRTA Public Road Easement - MTA484
aka USFS Forest Road #41
 NE1/4SW1/4 Sec. 27, T.4N., R.7E., W.M.
 SKAMANIA COUNTY, WA

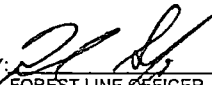


LINE	BEARING	DISTANCE
C1	N 49°14'44" E	7.95'
C2	N 84°41'12" W	248.57'
C3	N 85°31'08" W	296.52'
C4	N 64°09'22" W	34.89'
C5	N 55°28'21" W	36.71'
C6	N 66°25'37" W	40.82'
C7	S 45°35'47" W	78.45'

BASIS OF BEARING
 WASHINGTON STATE PLANE, SOUTH ZONE NAD83(2011).
 CONVERGENCE ANGLE AT AP14 OF LOT 26 IS -1°02'31".
RESERVING FROM
 SKAMANIA COUNTY
 RIGHT-OF-WAY FOREST ROAD #41
 RIGHT-OF-WAY OF FOREST ROAD #41 STARTS AND ENDS
 AT THE TRUE BOUNDARY OF LOT 26.
LENGTH
 657'
WIDTH
 30 FEET, 15 FEET EACH SIDE OF CENTERLINE
AREA
 ±0.43 ACRES
SURVEY METHOD
 SURVEY WAS CONDUCTED BY THE BLM IN 2020 USING
 GPS TIES IN WASHINGTON STATE PLANE COORDINATE
 SYSTEM, SOUTH ZONE NAD83(2011). ALL DISTANCES
 SHOWN HEREON ARE US SURVEY FOOT, GRID DISTANCE.



RIGHT-OF-WAY
 USDA FOREST SERVICE
 REGION 6- PACIFIC NORTHWEST REGION
 GIFFORD PINCHOT NATIONAL FOREST
 MOUNT ADAMS RANGER DISTRICT
 SKAMANIA COUNTY, WASHINGTON

ACCEPTED BY:  DATE: 11/17/23
 FOREST LINE OFFICER
 PREPARED BY: E. LAMB
 CHECKED BY: DATE: 9/26/2023

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Appendix A5a
Chapman Avenue - FRTA Public Road Easement - MTA484

These instruments were originally recorded on October 7, 2024, under recording 2024-001465, as exhibits to the Wind River conveyance Quitclaim Deed (as authorized by the Consolidated Appropriations Act, 2023, Division DD, Section 305 (P.L. 117-328)).

An easement 66 feet in width, 33 feet each side of centerline for the purpose of access over and across a portion of Government Lot 14, Section 27, Township 4 North, Range 7 East, Willamette Meridian,

Skamania County, Washington. The road alignment is approximate as shown on U.S. Forest Service Engineering Utilities Design Map of the Wind River Nursery, 1995, and Appendix A-2, attached. The centerline alignment of this easement is more particularly described as follows:

Beginning at the C 1/4 corner of Section 27, a brass cap described by Larry Bishop, filed at the Skamania County Auditors office, Stevenson, Washington, Book 2 of Surveys, page 44;

Thence S 41° 25' W, 112 feet to the intersection of the South Right-of-Way line of County Road #21580, "Martha Creek Road", and the centerline of this road easement, Forest Service Road #4101, said intersection being the TRUE POINT OF BEGINNING;

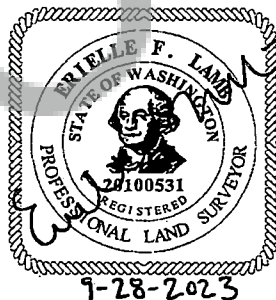
Thence S 11° 11' W, 82 feet;

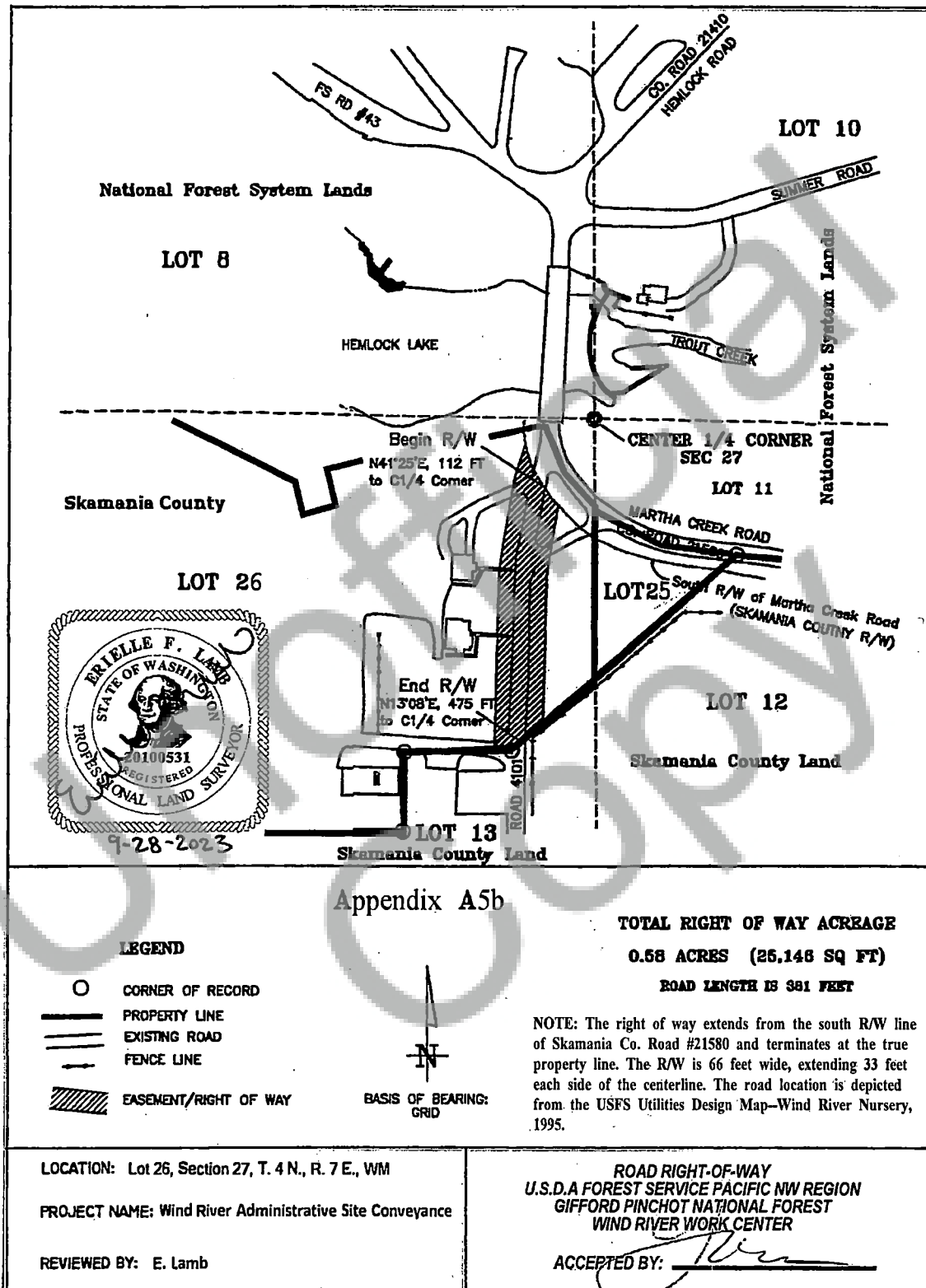
Thence S 10° 58' W, 46 feet;

Thence S 02° 02' W, 253 feet,

to the true property line, the North Line of Government Lot 13, said Section 27. The total right of way acreage is ± 0.58 acres.

The basis of bearing for this description is Grid bearing, NAD 1927 (theta angle of -1° - 02'). This description of the road alignment location is approximate, as portrayed on U.S. Forest Service Engineering Utilities Design Map of the Wind River Nursery, 1995, and is on file at the Gifford Pinchot National Forest Headquarters, 987 McClellan Road Vancouver, Washington.





Appendix A6a
Chapman Avenue - FRTA Public Road Easement - MTA484

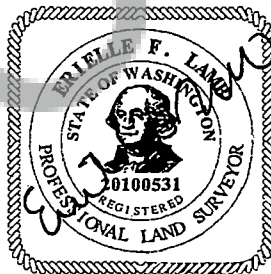
These instruments were originally recorded on October 7, 2024, under recording 2024-001465, as exhibits to the Wind River conveyance Quitclaim Deed (as authorized by the Consolidated Appropriations Act, 2023, Division DD, Section 305 (P.L. 117-328)).

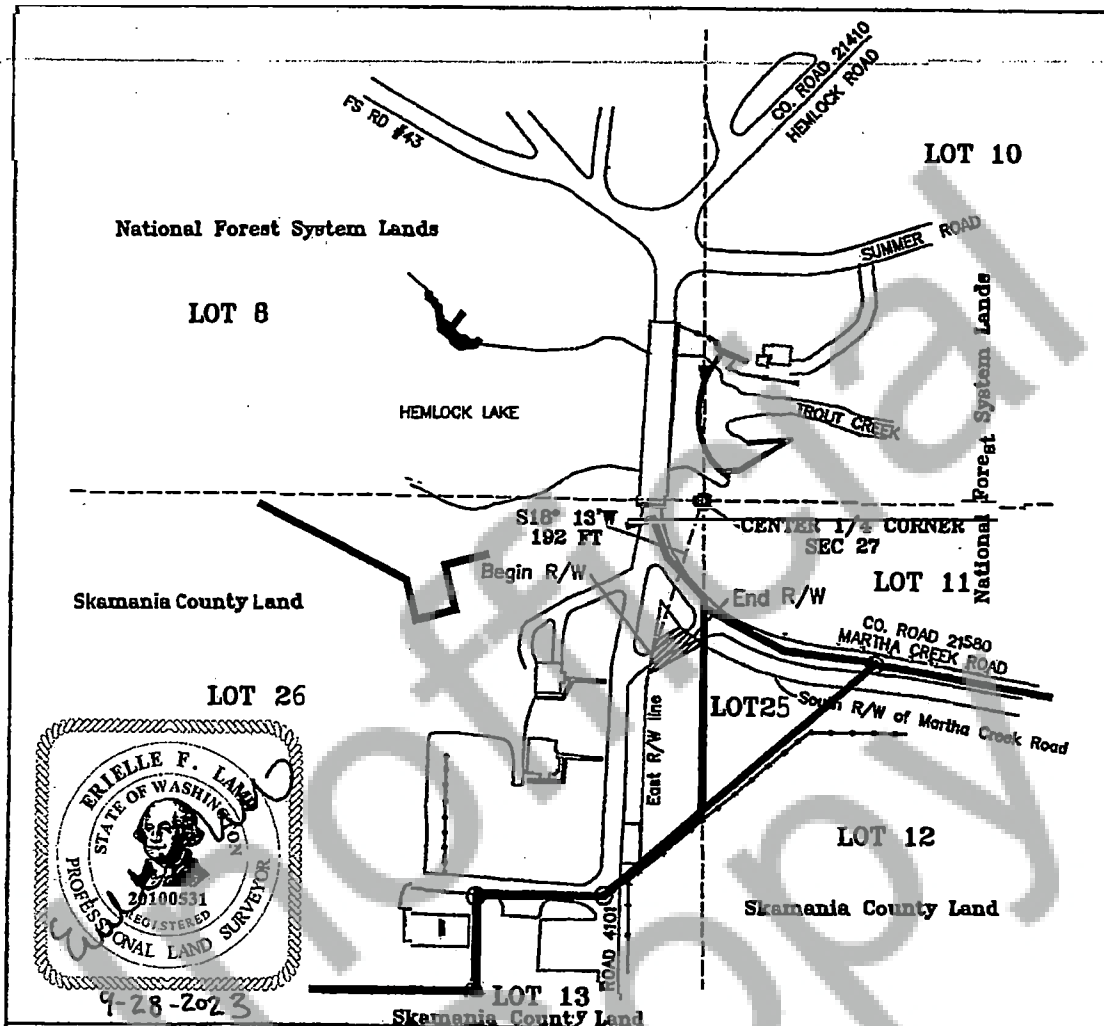
An easement 30 feet in width, 15 feet each side of centerline for the purpose of access over and across a portion of Government Lot 14, Section 27, Township 4 North, Range 7 East, Willamette Meridian, Skamania County, Washington. The road alignment is approximate as shown on U.S. Forest Service Engineering Utilities Design Map of the Wind River Nursery, 1995, and Appendix B-2, attached. The centerline alignment of this easement is more particularly described as follows:

Beginning at the C 1/4 corner of Section 27, a brass cap described by Larry Bishop, filed at the Skamania County Auditors office, Stevenson, Washington, Book 2 of Surveys, page 44;

Thence S 18°-13'W, 192 feet to the East road right of way line, of Government Lot 14, said Section 27, and the centerline of the Forest Service Road the TRUE POINT OF BEGINNING;

Thence N 61° 37'E, 56 feet, to the true property line, the South right of way line of Martha Creek County Road #21580 of Government Lot 14, said Section 27. The total right of way acreage is ± 0.04 acres. The basis of bearing for this description is Grid bearing, NAD 1927 (theta angle of -1° - 02'). This description of the road alignment location is approximate, as portrayed on U.S. Forest Service Engineering Utilities Design Map of the Wind River Nursery, 1995, and is on file at the Gifford Pinchot National Forest Headquarters, 10600 NE 51st Circle, Vancouver, Washington.





Appendix A6b

LEGEND

- CORNER OF RECORD
- PROPERTY LINE
- EXISTING ROAD
- FENCE LINE
- EASEMENT/RIGHT OF WAY



TOTAL RIGHT OF WAY
0.04 ACRES (1,680 SQ FT)
ROAD LENGTH IS 56 FEET

NOTE: The right of way extends from the south R/W line of Skamania Co. Road #21580 and terminates at the true property line. The R/W is 66 feet wide, extending 33 feet each side of the centerline. The road location is depicted from the USFS Utilities Design Map-Wind River Nursery, 1995.

LOCATION: Lot 26, Section 27, T. 4 N., R. 7 E., WM

PROJECT NAME: Wind River Administrative Site Conveyance

REVIEWED BY: E. Lamb

ROAD RIGHT-OF-WAY
U.S.D.A FOREST SERVICE PACIFIC NW REGION
GIFFORD PINCHOT NATIONAL FOREST
WIND RIVER WORK CENTER

ACCEPTED BY:

Appendix A7a

Chapman Avenue - FRTA Public Road Easement - MTA484

These instruments were originally recorded on October 7, 2024, under recording 2024-001465, as exhibits to the Wind River conveyance Quitclaim Deed (as authorized by the Consolidated Appropriations Act, 2023, Division DD, Section 305 (P.L. 117-328)).

An easement 30 feet in width, 15 feet each side of centerline for the purpose of access over and across a portion of Government Lot 13 of Section 27, Township 4 North, Range 7 East, Willamette Meridian, Skamania County, Washington. The road alignment is approximate as shown on U.S. Forest Service Engineering Utilities Design Map of the Wind River Nursery, 1995, and Appendix C-2, attached. The centerline alignment of this easement is more particularly described as follows:

Beginning at the C 1/4 corner of Section 27, a brass cap described by Larry Bishop, filed at the Skamania County Auditors office, Stevenson, Washington, Book 2 of Surveys, page 44;

Thence S 13°-25' W, 478 feet to the junction of Chapman Avenue and Government Lot 13, said Section 27, the TRUE POINT OF BEGINNING;

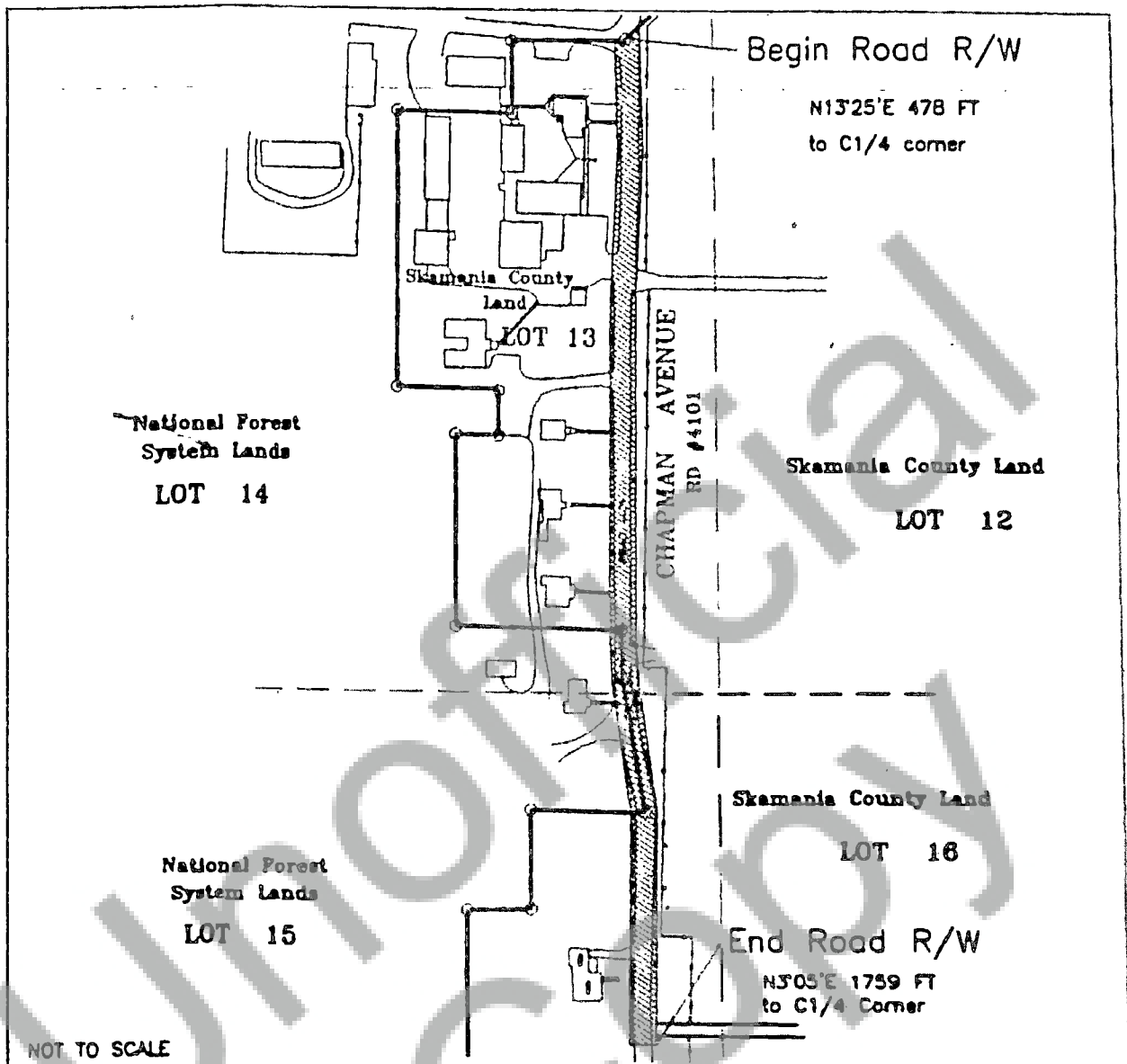
Thence S 00° 45' E, 153 feet;

Thence S 02° 33' W, 253 feet;

Thence S 00° 19' E, 388 feet;

Thence S 07° 55' E, 208 feet;

Thence S 01° 04' W, 292 feet, to the junction of Road A as portrayed on Exhibit C-6 Road Reservation, in Government Lot 13 of said Section 27. The total right of way acreage is ± 0.89 acres. The basis of bearing for this description is Grid bearing, NAD 1927 (theta angle of -1° - 02'). This description of the road alignment location is approximate, as portrayed on U.S. Forest Service Engineering Utilities Design Map of the Wind River Nursery, 1995, and is on file at the Gifford Pinchot National Forest Headquarters, Vancouver, Washington.



Appendix A7b

LEGEND

- CORNER OF RECORD
- PROPERTY LINE
- DUSTING ROAD
- FENCE LINE
- ▨ EASEMENT/RIGHT OF WAY



TOTAL RIGHT OF WAY ACREAGE

0.89 ACRES (98,820 SQ FT)

ROAD LENGTH = 1,294 FT

NOTE:

The right of way to be reserved extends from and terminates at the true property lines. The R/W is 30 feet wide, extending 15 feet each side of the centerline. The road location is depicted from the USFS Utilize Design Map - Wind River Nursery, 1993.

LOCATION: LOT 13, SEC 27
T4N, R7E, W.M.

PROJECT NAME: WIND RIVER NURSERY
ROAD & UTILITY EASEMENTS

REVIEWED BY: DON KARSCH, PLS

U.S.D.A. FOREST SERVICE PACIFIC NW REGION
CLIFFORD PINCHOT NATIONAL FOREST
WIND RIVER NURSERY CENTER

ACCEPTED BY:

FOR FOREST ENGINEER

Appendix A 8 a

Chapman Ave - FRTA Public Road Easement - MTA484

An easement 30 feet in width, 15 feet each side of centerline, for the purpose of access over and across a portion of Government Lot 31, Section 27, Township 4 North, Range 7 East, Willamette Meridian, Skamania County, Washington and shown on Exhibit "A-2", the centerline of said easement which is more particularly described as follows:

Commencing at Angle Point Number 5 of Lot 31, monumented with an aluminum post, 28 inches long, with an aluminum cap marked "S27 AP 5 LOT 31 AP 19 LOT 13 1999 2019";

Thence N 13° 28' 20" W, a distance of 216.27 feet to the **POINT OF BEGINNING (P.O.B.)**, on the centerline of an asphalt road;

THENCE along the as-traveled centerline of an asphalt road, the following two courses:

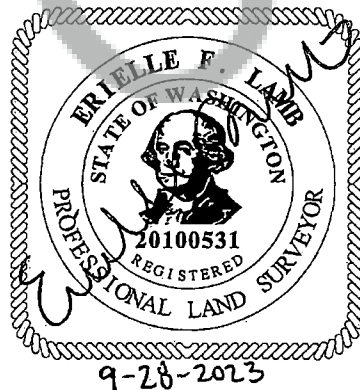
- 1.) South 1° 25' 10" West, a distance of 189.75 feet;
- 2.) South 6° 40' 31" West, a distance of 19.87 feet to a point on line 5-6 of Lot 31 in section 27 and the **POINT OF TERMINATION (P.O.T.)**.

From the **P.O.T.**, Angle Point No. 5 of Lot 31 bears South 89° 06' 32" East, a distance of 57.40 feet.

The **sidelines** of said strip shall be lengthened or shortened, as necessary, so as to intersect with the true property line of Lot 31.

Containing 0.14 acres of land.

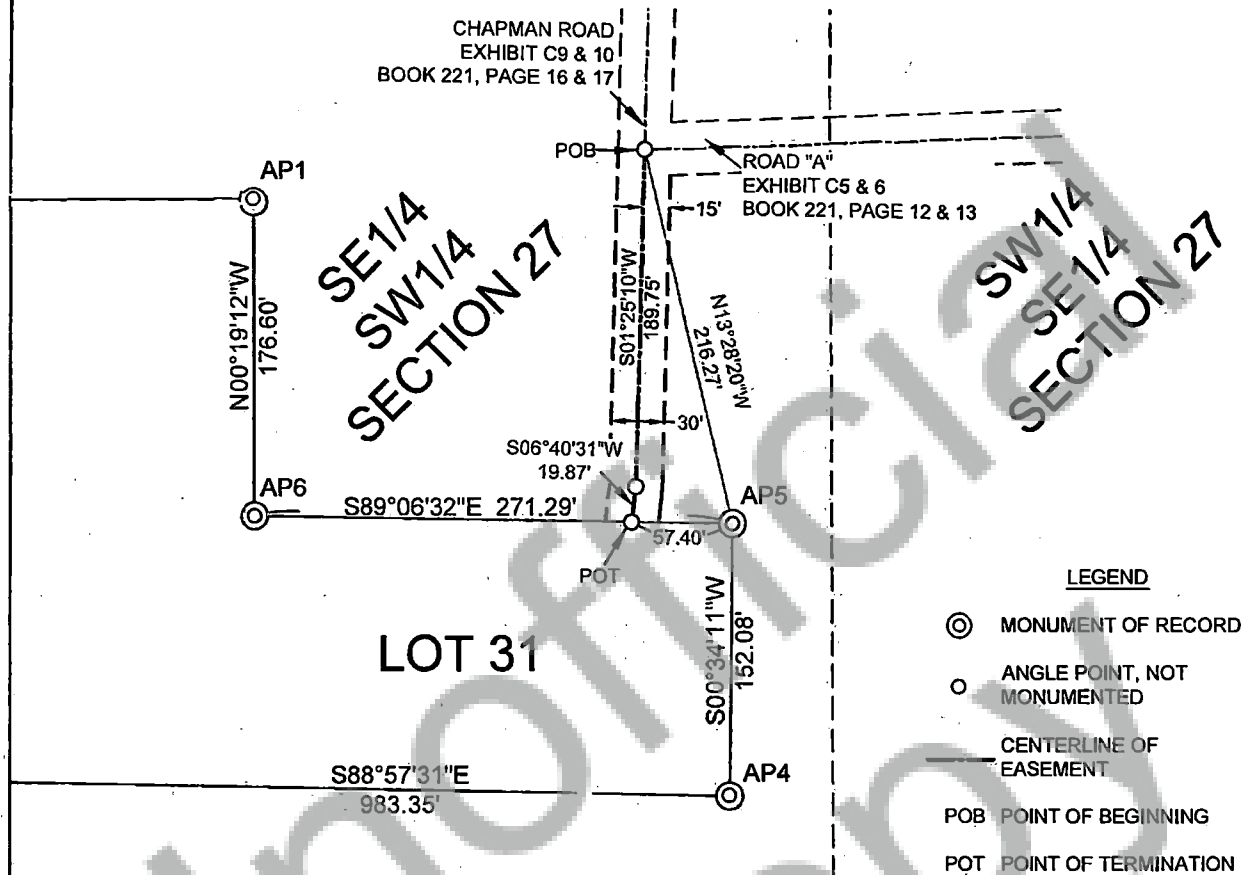
Bearings are based on Washington State Plane Coordinate System, South Zone NAD83(2011). The convergence angle at AP14 of Government Lot 26 is -1°02'31".



Chapman Ave - FRTA Public Road Easement - MTA484

Appendix A8b - CHAPMAN ROAD EASEMENT

SE1/4SW1/4 Sec. 27, T.4N., R.7E., W.M.
SKAMANIA COUNTY, WA



BASIS OF BEARING

WASHINGTON STATE PLANE, SOUTH ZONE NAD83(2011).
CONVERGENCE ANGLE AT AP14 OF LOT 26 IS -1°02'31".

ACQUIRING FROM

SKAMANIA COUNTY

RIGHT-OF-WAY EASEMENT

RIGHT-OF-WAY OF EASEMENT STARTS AT THE
CENTERLINE-CENTERLINE INTERSECTION WITH CHAPMAN ROAD
AND ROAD "A" AND TERMINATES AT THE TRUE BOUNDARY OF LOT
31.

LENGTH

210'

WIDTH

30 FEET, 15 FEET EACH SIDE OF CENTERLINE

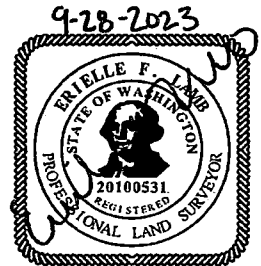
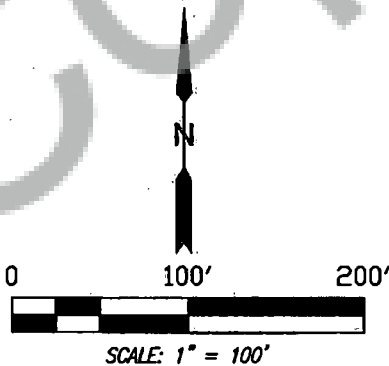
AREA

±0.14 ACRES

SURVEY METHOD

SURVEY WAS CONDUCTED BY THE BLM IN 2020 USING GPS TIES IN
WASHINGTON STATE PLANE COORDINATE SYSTEM, SOUTH ZONE
NAD83(2011). ALL DISTANCES SHOWN HEREON ARE US SURVEY
FOOT, GRID DISTANCE.

ADDITIONAL SURVEY WAS PERFORMED IN SEPTEMBER 2023 BY
FORCE ACCOUNT CREWS. A CONVENTIONAL TRAVERSE WAS RAN
AND TIED TO CONTROLLING MONUMENTS AT AP 4 & 5 OF LOT 31.



5460 RIGHT-OF-WAY GRANT
USDA FOREST SERVICE
REGION 6- PACIFIC NORTHWEST
REGION GIFFORD PINCHOT NATIONAL
FOREST MOUNT ADAMS RANGER
DISTRICT

ACCEPTED BY: *[Signature]*
FOREST LINE OFFICER

DATE: 11/17/23

PREPARED BY: E. LAMB
CHECKED BY:

DATE: 9/26/2023

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Appendix A9a

Chapman Ave - FRTA Public Road Easement - MTA484

An easement 30 feet in width, 15 feet each side of centerline, for the purpose of access over and across a portion of Government Lot 31, Section 27, Township 4 North, Range 7 East, Willamette Meridian, Skamania County, Washington and shown on Exhibit "F-2", the centerline of said easement which is more particularly described as follows:

Commencing at Angle Point Number 5 of Lot 31, monumented with an aluminum post, 28 inches long, with an aluminum cap marked "S27 AP 5 LOT 31 AP 19 LOT 13 1999 2019";

Thence N 89° 06' 32" W, a distance of 57.40 feet to the **POINT OF BEGINNING (P.O.B.)**, on the centerline of a dirt and graveled road;

THENCE along the as-traveled centerline of an existing dirt and graveled road, the following two courses:

- 1.) South 6° 40' 31" West, a distance of 34.51 feet;
- 2.) South 11° 02' 59" West, a distance of 119.40 feet to a point on line 3-4 of Lot 31 in section 27 and the **POINT OF TERMINATION (P.O.T.)**.

From the **P.O.T.**, Angle Point No. 4 of Lot 31 bears South 88° 57' 31" East, a distance of 82.79 feet, monumented with a monumented with a stainless steel post, 28 inches long, with a brass cap marked "LOT 19 AP4 S27 2019".

The sidelines of said strip shall be lengthened or shortened, as necessary, so as to intersect with the true property lines of Lot 31.

Containing 0.11 acres of land.

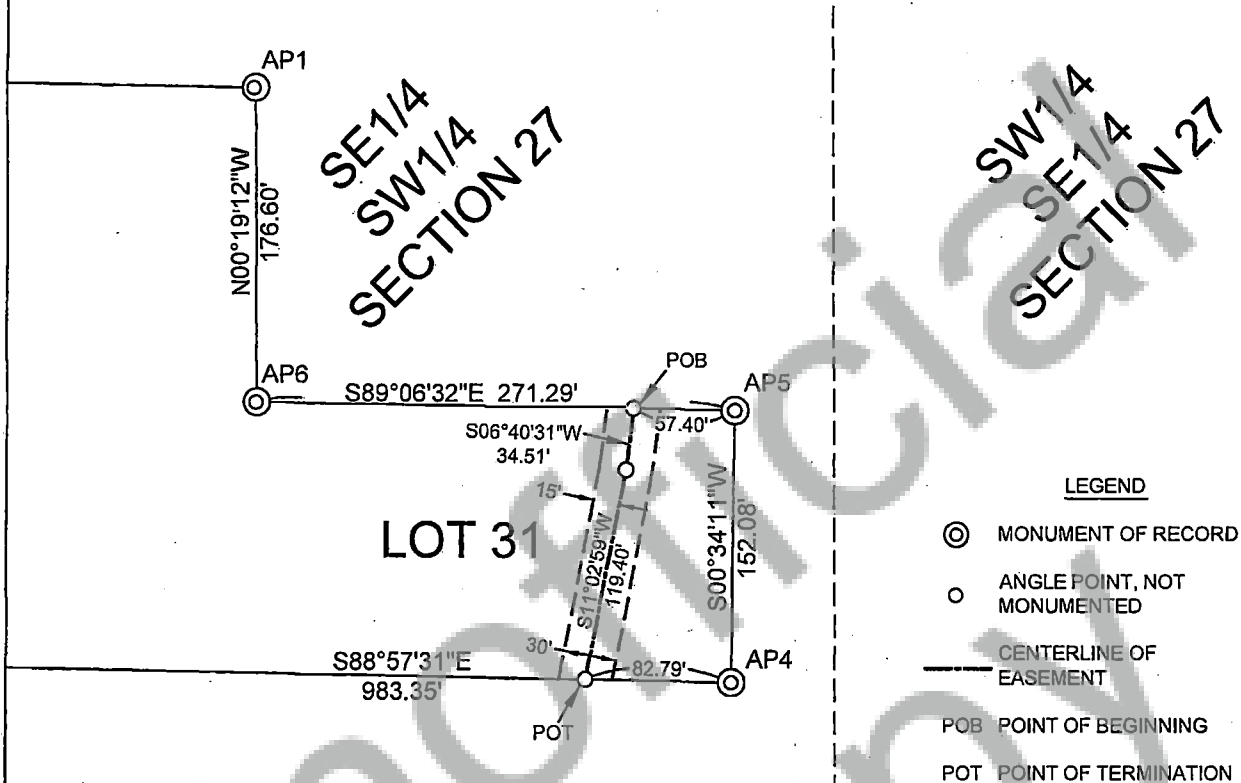
Bearings are based on Washington State Plane Coordinate System, South Zone NAD83(2011). The convergence angle at AP14 of Government Lot 26 is -1°02'31".



Chapman Ave - FRTA Public Road Easement - MTA484

Appendix A9b - ROAD EASEMENT

SE1/4SW1/4 Sec. 27, T.4N., R.7E., W.M.
SKAMANIA COUNTY, WA



LEGEND

- ⊙ MONUMENT OF RECORD
- ANGLE POINT, NOT MONUMENTED
- CENTERLINE OF EASEMENT
- POB POINT OF BEGINNING
- POT POINT OF TERMINATION

BASIS OF BEARING
WASHINGTON STATE PLANE, SOUTH ZONE NAD83(2011).
CONVERGENCE ANGLE AT AP14 OF LOT 26 IS -1°02'31".
RESERVING FROM
SKAMANIA COUNTY
RIGHT-OF-WAY EASEMENT
RIGHT-OF-WAY OF EASEMENT STARTS AND ENDS AT THE
TRUE BOUNDARY OF LOT 31.

LENGTH

154'

WIDTH

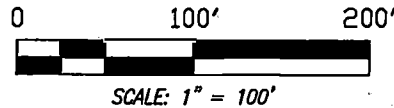
30 FEET, 15 FEET EACH SIDE OF CENTERLINE

AREA

±0.11 ACRES

SURVEY METHOD

SURVEY WAS CONDUCTED BY THE BLM IN 2020 USING GPS
TIES IN WASHINGTON STATE PLANE COORDINATE SYSTEM,
SOUTH ZONE NAD83(2011). ALL DISTANCES SHOWN
HEREON ARE US SURVEY FOOT, GRID DISTANCE.
ADDITIONAL SURVEY WAS PERFORMED IN SEPTEMBER
2023 BY FORCE ACCOUNT CREWS. A CONVENTIONAL
TRAVERSE WAS RAN AND TIED TO CONTROLLING
MONUMENTS AT AP4 & 5 OF LOT 31.



RIGHT-OF-WAY
USDA FOREST SERVICE
REGION 6 - PACIFIC NORTHWEST REGION
GIFFORD PINCHOT NATIONAL FOREST
MOUNT ADAMS RANGER DISTRICT
SKAMANIA COUNTY, WASHINGTON

ACCEPTED BY: *[Signature]*
FOREST LINE OFFICER

DATE: 11/28/23

PREPARED BY: E. LAMB
CHECKED BY:

DATE: 9/26/2023

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