

Skamania County, WA  
Total:\$371.50  
EASE  
Pgs=19

2025-001020

07/07/2025 11:57 AM

Request of: USDA FOREST SERVICE



**WHEN RECORDED RETURN TO:**

USDA Forest Service – 15<sup>th</sup> Floor

ATTN: George Otanic

1220 SW 3<sup>rd</sup> 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. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

Skamania County  
Real Estate Excise Tax

N/A  
JUL 07 2025

PAID N/A

☐ Additional names on page \_\_\_\_\_ of document.

**GRANTEE(S):**

1. Skamania County

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

Skamania County Treasurer

☐ Additional names on page \_\_\_\_\_ of document.

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

SE1/4SW1/4 Section 27, T. 4 N., R. 7 E., W.M. & NE1/4SW1/4 Section 27, T.4.N.R.7 E., W.M.

☒ Complete legal on page 1 of document.

**Assessor's Property Tax Parcel #** 04-07-27-0-0-2000-00

☐ 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. S.', 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  
FOREST ROAD EASEMENT  
AUTHORITY:**

**Title V of the Federal Land Policy and Management Act, 43 U.S.C. 1761-1772**

This forest 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 called "grantee"). 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.

The grantor, in consideration of an annual land use fee paid by the grantee, grants to the grantee and its successors and assignees, subject to existing easements and other valid existing rights, a non-exclusive right-of-way for use of a forest road (hereinafter "forest road") to access lands owned or controlled by the grantee.

This easement is located on National Forest System lands in the County of Skamania, State of Washington. This easement is 30 feet wide and 1641 feet long and covers approximately 1.13 acres in the SE1/4SW1/4 Sec. 27, T. 4 N., R. 7 E., WILLAMETTE MERIDIAN and the NE1/4SW1/4 Sec. 27, T. 4 N., R. 7 E., WILLAMETTE MERIDIAN, ("the easement area"), as shown on the map attached as an appendix. This and any other appendices are hereby incorporated into this easement.

This easement covers 15 feet on either side of the centerline of the forest road, with additional width as required to accommodate and protect cuts and fills.

**I. GENERAL TERMS**

**A. AUTHORITY.** This easement is issued pursuant to Title V of the Federal Land Policy and Management Act, 43 U.S.C. 1761-1772, and 36 CFR Part 251, Subpart B, as amended, and is subject to their provisions.

**B. AUTHORIZED OFFICER.** The authorized officer is the Forest or Grassland Supervisor, a District Ranger, or the Station, Institute, or Area Director with delegated authority pursuant to Forest Service Manual 2700.

**C. TERM.** This easement shall expire at midnight on 12/31/2075. Expiration of this easement shall not require notice, a decision document, or any environmental analysis or other documentation.

**D. CONTINUATION OF USE AND OCCUPANCY.** The use and occupancy authorized by this easement shall be renewed upon expiration, provided that (1) the grantee desires to renew the use and occupancy; (2) the use and occupancy are consistent with the standards and guidelines in the applicable land management plan; (3) the forest road is still being used for the purposes authorized by this easement; and (4) the grantee is in compliance with all the terms of this easement. The authorized officer may prescribe new terms when a new easement is issued.

**E. AMENDMENT.** The terms of this easement shall be amended as necessary every 30 years from the date of issuance to reflect changing laws, regulations, directives, and conditions.

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

**F. 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.

**G. 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 administer and dispose of all natural resources, including timber, in the easement area.
3. The right to use or cross upon, over, or under the forest road and authorize others to use or cross upon, over, or under the forest road in any way that is not inconsistent with the grantee's rights and privileges under this easement, after consultation with all parties involved.
4. The right to relocate the forest road to the extent necessary to accommodate the management needs of the National Forest System. The centerline of this easement shall shift to follow the centerline of the relocated forest road and shall be accepted as the new centerline of this easement. If any subsequent survey of the forest road shows that any portion of the road crosses lands or easements of the grantor that are not covered by this easement, this easement shall be amended to include the additional lands or easements traversed by the road. If any lands or easements covered by this easement are no longer traversed by the forest road, the portion of the easement traversing those lands or easements shall terminate.

**H. ASSIGNABILITY.** This easement is fully assignable, subject to the following conditions:

1. The assignee must have title to the private land or improvements served by the forest road.
2. The grantee must be in compliance with all the terms of this easement.
3. The grantee shall give the authorized officer written notice of the assignment, including documentation of the assignment and the name of and contact information for the assignee.
4. The authorized officer may modify the terms of this easement and the assignee shall agree in writing to comply with the terms of the easement as modified.

## **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 forest 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 authorized officer may require the grantee to furnish as-built drawings, maps, or surveys upon completion of the work.

### **III. OPERATIONS**

**A. OPERATING PLAN.** The grantee shall prepare by March 1 annually an operating plan and shall revise it as needed to address changes in operations. The operating plan and any revisions to the operating plan shall be prepared in consultation with the authorized officer or the authorized officer's designated representative and shall cover such items as snow removal, road maintenance, commercial hauling, dust abatement, a traffic control plan, and the names of the grantee's employees, contractors, and subcontractors who will use the forest road on behalf of the grantee under this easement. The operating plan shall be submitted by the grantee and approved by the authorized officer or the authorized officer's designated representative prior to commencement of operations under this easement and shall be attached to this easement as an appendix.

**B. USE OF THE FOREST ROAD.** The grantee shall have the right to use the forest road for the consideration provided for in this easement, the costs of road maintenance provided for in clause III.D, and investment sharing costs provided for in clause III.E, for all purposes deemed necessary or desirable by the grantee in connection with the protection, administration, management, and utilization of the grantee's lands and other property.

**C. TRAFFIC CONTROL RULES AND OTHER REQUIREMENTS FOR RESIDENTIAL ACCESS.** The rights conveyed by this easement do not include the right to use the forest road for access to developments for short- or long-term residential purposes, unless and until the grantor and the grantee agree upon traffic control rules and other provisions to accommodate that use of the forest road.

**D. GRANTEE'S RESPONSIBILITY FOR ROAD MAINTENANCE.** The grantee shall pay the grantor for the grantee's share of maintenance costs for the forest road or perform the grantee's share of maintenance of the forest road proportionate to the grantee's total use of the forest road, as determined by the grantor. Any road maintenance performed by the grantee shall be authorized by and shall be conducted in accordance with a maintenance plan approved in writing by the authorized officer. Maintenance, construction, or reconstruction of the forest road to accommodate the grantee's needs must have prior written approval from the authorized officer and shall be performed at the grantee's expense.

**E. INVESTMENT SHARING FOR COMMERCIAL USE.** The grantee's use of the forest road for hauling non-federal forest products from land tributary to the forest road and other commercial use of the forest road are subject to investment sharing under 16 U.S.C. 535. The grantee shall not haul non-federal forest products or conduct any other commercial use of the forest road until the grantee pays or makes arrangements acceptable to the grantor to pay the grantee's share of the road construction or reconstruction costs.

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

**G. 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.

## **H. 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.

**I. MONITORING BY THE FOREST SERVICE.** The Forest Service shall monitor the grantee's operations and reserves the right to inspect the easement area and authorized facilities and improvements at any time for compliance with the terms of this easement. The grantee shall comply with inspection requirements deemed appropriate by the authorized officer. The grantee's obligations under this easement are not contingent upon any duty of the Forest Service to inspect the easement area or authorized facilities or improvements. A failure by the Forest Service or other governmental officials to inspect is not a justification for noncompliance with any of the terms of this easement.

## **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, SITE SUITABILITY, OR SERVICES.** This easement authorizes the use and occupancy of lands or easements of the United States 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, or contractors 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. LAND USE FEE AND DEBT COLLECTION**

**A. LAND USE FEE**. The grantee's land use fee is waived pursuant to 36 CFR 251.57 and Forest Service Handbook 2709.11, Chapter 30. The authorized officer reserves the right to review the land use fee waiver determination periodically and to charge all or part of the land use fee if the waiver is no longer appropriate.

## **VI. REVOCATION, SUSPENSION, AND TERMINATION**

**A. GROUNDS FOR REVOCATION AND SUSPENSION**. The authorized officer may revoke or suspend all or part of this easement:

1. For noncompliance with applicable federal, state, or local laws and regulations;
2. For noncompliance with the terms of this easement; or



3. For abandonment of the easement. Failure of the grantee to use the easement area for a continuous 5-year period shall constitute a rebuttable presumption of abandonment of the easement.

**B. PREREQUISITES FOR REVOCATION AND SUSPENSION.** Except for immediate suspension under clause VI.B, the authorized officer may not revoke or suspend this easement unless:

1. The authorized officer has given the grantee written notice of the grounds for revocation or suspension and, in the case of revocation or suspension under clause VI.A.1 or VI.A.2, a reasonable period, not to exceed 90 days, to cure any noncompliance; and

2. After an administrative appeal conducted pursuant to 7 CFR Part 1, Subpart H, as amended, the authorized officer makes a finding that grounds for revocation or suspension exist and that revocation or suspension is justified.

**C. 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.

**D. 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 and suspension of this easement, including immediate suspension under clause VI.C, are 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.

**E. 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;

2. Upon expiration;

3. Prior to expiration, at such time when the authorized officer, in consultation with the grantee, determines that the forest road is no longer needed for access to the grantee's lands;

4. All or in part, upon the written agreement of the grantor and the grantee;

5. If the grantee fails to pay land use fees, interest, or any other charges within 90 calendar days of the due date; the grantee shall remain responsible for the delinquent charges; or

6. If a subsequent easement is granted by the United States to a public road authority for operation of the forest road as a public highway;

**F. RIGHTS AND RESPONSIBILITIES UPON REVOCATION OR TERMINATION WITHOUT ISSUANCE OF A NEW EASEMENT.** Upon revocation of this easement or termination of this easement without issuance of a new easement, the authorized officer, after consultation with other affected agencies, has the discretion to require the grantee to sell or remove all structures and improvements in the easement area, except those owned by the United States, within a reasonable period prescribed by the authorized officer and to restore the easement area to the

satisfaction of the authorized officer. If the grantee fails to sell or remove all structures or improvements in the easement area within the prescribed period, they shall become the property of the United States and may be sold, destroyed, or otherwise disposed of without any liability to the United States. However, the grantee shall remain liable for all costs associated with their removal, including costs of sale and impoundment, cleanup, and restoration of the easement area.

**G. CONTINUATION OF OBLIGATIONS AND LIABILITIES BEYOND TERMINATION OR REVOCATION.**

Notwithstanding the termination or revocation of this easement, its terms shall remain in effect and shall be binding on the grantee and the grantee's personal representative, successors, and assignees until all the grantee's obligations and liabilities accruing before or as a result of termination or revocation of this easement have been satisfied.

**VII. 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, including those necessary for payment of land use fees.

**C. SUPERSEDED AUTHORIZATION.** This permit supersedes a special use authorization designated N/A.

**D. 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.

**E. 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.

**F. SIGNS (X-29).** Signs or advertising posted on National Forest System lands shall be subject to prior written approval of the authorized officer as to location, design, size, color, and content. Erected signs shall be maintained to standards determined by the Forest Service.

**THIS EASEMENT IS GRANTED SUBJECT TO ALL ITS TERMS.**

**BEFORE THIS EASEMENT IS GRANTED TO AN ENTITY, DOCUMENTATION MUST BE PROVIDED TO THE AUTHORIZED OFFICER OF THE AUTHORITY OF THE SIGNATORY FOR THE ENTITY TO BIND IT TO THE TERMS OF THIS EASEMENT.**

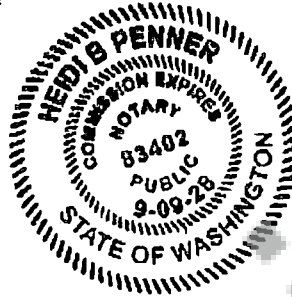
On June 16, 2025 (date), I, the grantee, have read, understood, and accepted the terms of this easement.

SKAMANIA COUNTY

Asa Leckie  
Commissioner of the Board  
Skamania County

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 6/24/25 (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.2733.04a and 2733.04b, paragraph 1.

UNITED STATES OF AMERICA

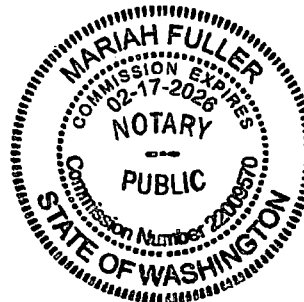
Johanna Kovarik  
Forest Supervisor  
Gifford Pinchot National Forest

Date

STATE OF Washington  
Clark COUNTY

On 06/24/2026 (date), before me, a notary public in the State of Washington personally appeared Johanna Kovarik, Gifford Pinchot National Forest, Forest Supervisor, known to me to be the person who signed this easement as the grantor.

Mariah 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, 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.*

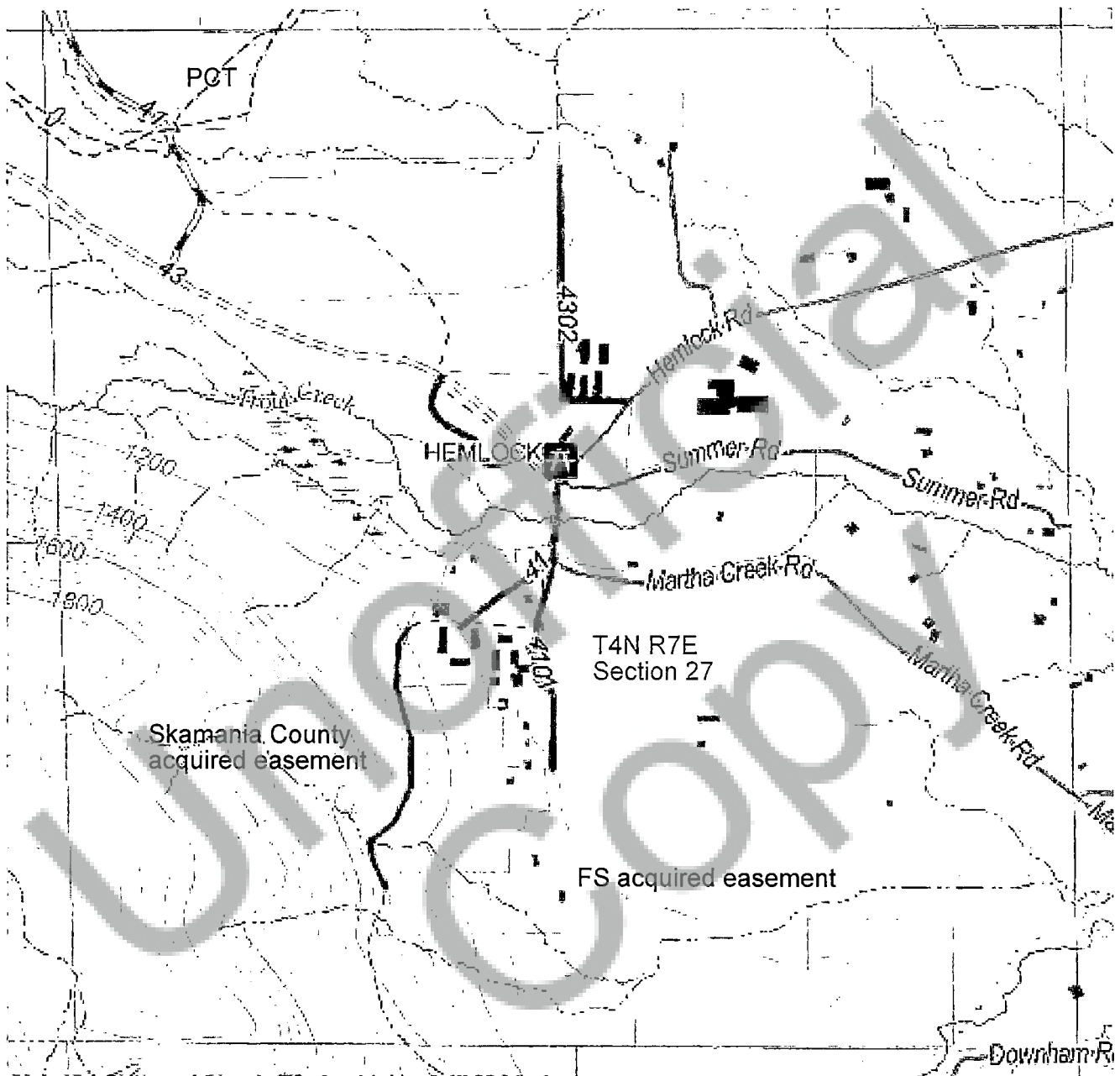
*To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the 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](mailto:program.intake@usda.gov).*

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## Skamania County - MTA483 - Appendix A - Map

### **Mt. Adams Ranger District / Gifford Pinchot National Forest**



#### Authorization Information

**Primary Use:** 752 FLPMA Easement






**Legal Description:** T4N R7E SW1/4 Sec 27

**Road Name:** FSR #4100

#### Disclaimer

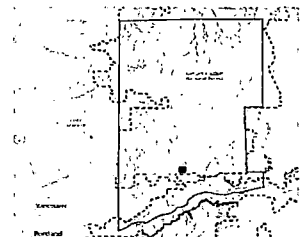
The USDA Forest Service makes no warranty, expressed or implied regarding the data displayed on this map, and reserves the right to correct, update, modify, or replace this information without notification.

#### Legend

-  County FLPMA Easement
-  GPNF Acquired Easement
-  Water body
-  Forest Service Land
-  Non-Forest Service Land

#### Washington

Skamania County





**EXHIBIT B**  
**OPERATION AND MAINTENANCE PLAN**  
**for**  
**FLPMA FOREST ROAD EASEMENT**  
**Skamania County**  
**Auth. ID. MTA483**

This Operation and Maintenance Plan (Plan) is attached to and made a part of the authorization identified above for the purpose of use and maintenance of a Forest Service gate and the closed Forest System Road 4100 to access a water tank located on Skamania County property. The road right-of-way is 1,641 feet long by 30 feet wide, comprised of native surface, and is in Sec. 27, T. 4 N., R. 7 E., Willamette Meridian, County of Skamania, Washington.

The purpose of this Plan is to identify applicable mitigation measures that reasonably minimize impacts to National Forest System land and resources. The USDA-Forest Service (FS) and Skamania County (Holder) shall jointly review maintenance and operation activities regularly, or as otherwise determined by FS. Either party may propose to amend or revise this Plan. The FS shall ultimately determine the items necessary to reasonably minimize impacts to National Forest System land and resources.

Grantee shall not perform road reconstruction, including any widening, straightening, relocation or disturbance of existing cut and fill slopes, without specific advanced written approval from the authorized Forest Service officer.

Forest Service Road #4100, between the gate and the water tank is a closed forest road. This means the road is not depicted on the Forest's Motor Vehicle Use Map (MVUM) and is not open to the public, thus only authorized users may utilize the road. Maintenance of the road may be performed to accommodate the Holder's needs and shall be performed at their expense.

**A. ROAD SURFACE GRADING**

Description: Surface grading involves keeping the native surface of the road in a condition to facilitate traffic, minimize future maintenance, reduce erosion, and provide proper drainage. Surface grading also includes maintaining the crown, in slope or out slope of the travel way and shoulders, drainage dips, leadoff ditches, berms, turnouts, removal of minor slides and slumps, and other irregularities that prevent normal runoff from the road surface.

Unless otherwise agreed to in writing by the Authorized Officer, the Holder shall:

1. Perform aspects of surface grading as necessary and to the standards required by the Forest Service to facilitate traffic and proper drainage.
2. Perform surface grading in such a manner as to preserve the existing road profile and cross section, and to conserve surface materials.
  - a. On gravel surfaced roads, the base must not be disturbed, and no surface material may be graded into the ditch or onto the road shoulders.
  - b. On native surface roads, perform grading so that no base material under four (4) inches in the greatest dimension is lost.
3. Remove ruts, holes, or other surface flaws by scarifying and/or cutting to the bottom of surface irregularities.

4. Remove oversize material brought to the surface during the scarification process.
5. Replace displaced surface material to the shoulders, turnouts, outside of curves, etc., to leave a uniform depth.
6. Apply water during grading if moisture is insufficient to prevent segregation.
7. Prevent undercutting of existing roadside cutslopes and berms.
8. Clean and continually maintain drainage dips and leadoff ditches to conform reasonably to their original constructed lines, grade, and cross section.
9. Promptly repair damage to existing road berms by placing selected material as needed to restore the berm to its original condition.

## **B. ROAD SURFACE REPAIR**

Description: Surface repair consists of patching potholes or soft spots. It includes surface preparation activities, furnishing and placing materials, and other work necessary to patch the road surface.

Unless otherwise agreed to in writing by the Authorized Officer, the Holder shall:

1. Prepare the road surface in accordance with Section A, Road Surface Grading.
2. Utilize native gravel for road surface repairs (recommended).
3. Perform surface repairs in a timely manner to prevent further road surface deterioration.
4. Ensure material is distributed uniformly, properly compacted, and feather the edges to conform to the original road profile and provide a seamless surface.
5. Ensure displaced material resulting from road surface repairs or grading will remain on roadway.

## **C. SLIDE REMOVAL AND SLUMP REPAIR**

Description: Slide removal and slump repair consists of the work necessary to restore the road to its original cross section to facilitate use and proper drainage. The work typically cannot be accomplished by a grader during surface blading and ditch cleaning operations. Slide removal and slump repair may include excavation, loading, hauling, placing, and compacting replacement material, and the removal and disposal of waste material. The work may require development of disposal or borrow areas at locations approved by the Grantor.

Unless otherwise agreed to in writing by Authorized Officer, the Holder shall:

1. Deposit slide/slump material at a location off Forest Service lands.
2. Not establish any borrow, sand or gravel pits, stone quarry, or permanent material storage areas unless specifically authorized.
3. Repair and/or reshape the impacted area as practicable to reduce future slide/slumps.
4. Fill slumps and/or depressions using selected material, placed in layers, and compacted to conform with or exceed the density of existing subgrade.

5. Salvage and replace existing aggregate surfacing after slumps have been filled.
6. Reshape roadway following slide/slump removal to reasonably conform to the original subgrade template.
7. Revegetate slump, waste, and/or borrow areas as required.

#### **D. DITCH CLEANING**

Description: Ditch cleaning involves removing and disposing of slough material from roadside ditches to provide an unobstructed waterway conforming reasonably to previous line, grade, and cross-section.

Unless otherwise agreed to in writing by the Authorized Officer, the Holder shall:

1. Native surfaced roads: Remove slough material from ditches where suitable, replace and blend material into the existing road surface or shoulders, or place it in a designed berm during surface grading.
2. Aggregate surfaced roads: Prevent mixing of slough material and other ditch-cleaning debris with aggregate surfacing.

#### **E. NOXIOUS WEEDS and EXOTIC PLANTS**

Description: Holder has an affirmative responsibility to prevent the introduction and spread of noxious weeds and/or exotic plants throughout the authorized area. Noxious weeds and exotic plants of concern consist of all species recognized by Washington State, County of Skamania weed authority, and/or the Gifford Pinchot National Forest, as well as any species which may be added to these lists during the life of the authorization.

Unless otherwise agreed to in writing by the Authorized Officer, the Holder shall:

1. Prevent and control noxious weeds and/or exotic plants as prescribed.
2. Control infestations which are not within the authorized area, but for which are determined to have originated from the authorized area.
3. Use certified weed free gravel, mulch, fertilizer, and/or seed mix.
4. Thoroughly clean all heavy equipment and/or mowers of seeds, dirt, and vegetation prior to entering National Forest System lands to prevent the introduction and spread of weeds.
5. Develop and implement a site-specific plan for noxious weed/exotic plant prevention and control, subject to Grantor approval, if necessary.
  - a. Upon approval, the prevention and control plan shall become part of the authorization.
6. Utilize sources such as <https://www.nwcb.wa.gov/> for a list of current noxious weeds.

## **F. CLEARING ROADSIDE VEGETATION**

Description: Work consists of cutting and disposing of vegetation from the road surface and right-of-way. This includes, but limited to trees, brush, and/or other vegetation that reduces operational capability, sight distances, impeded water flow of ditches and/or structures, and/or other safety concerns.

Unless otherwise agreed to in writing by the Authorized Officer, the Holder shall:

1. Be responsible for the removal and/or proper disposal of vegetative matter such as by scattering, chipping, hauling to designated disposal area, or as otherwise determined by Authorized Officer.
2. Cut timber into specified lengths and deck along the roadside. The grantor shall determine the disposition of such timber.
3. Cut low shrubs and brush only when they restrict sight distance, impede road maintenance, and are not necessary to help reduce erosion. In general, do not cut low shrubs and brush if the road surface can be adequately maintained without doing so.

## **G. VEGETATION ESTABLISHMENT**

Description: Vegetation establishment consists of applying seed, fertilizer, mulch, and/or plantings, singularly or in specified combinations, to roadways, cut and/or fill slopes, slides, slumps, disposal areas, or other areas disturbed during Grantee's operations.

Unless otherwise agreed to in writing by the Authorized Officer, the Holder shall:

1. Provide and apply the materials including seed, plantings, mulch, and fertilizer as specified by Grantor.
2. Ensure treated areas are in a loose and roughened condition favorable to the retention and germination of seed.
3. Perform vegetation establishment treatments when the ground is not frozen or excessively dry.
4. Suspend application operations during periods when wind, precipitation, or other factors are likely to cause inconsistent treatment rates or ineffective vegetation establishment.

## **H. SNOW REMOVAL**

Description: This consists of removing snow in a manner that will protect the road and surrounding resources, provide for safe travel, and prevent erosion damage to water bodies and adjacent lands.

Unless otherwise agreed to in writing by the Authorized Officer, the Holder shall:

1. Equip skid shoes with snow blades to prevent surface loss and roadbed damage. A protective snow mat will be maintained on road surface.
2. Remove snow from the entire road width, including turnouts.
3. Create openings in snow berms as needed for proper drainage. Remove snow, ice, and debris from drainage structures to insure efficient flow of water.

## **I. CULTURAL RESOURCES**

There are no known cultural resources within the authorized area. However, if during maintenance activities, artifacts or bones are discovered, the holder shall stop work and contact the Forest Service immediately. Work shall not resume until required consultations are complete.

## **J. SAFETY**

Description: Holder will follow local, state, and federal traffic control and safety regulations and specifications related to the Holder's operations. Holder will comply with the Occupational Health and Safety Administration (OSHA), Manual on Uniform Traffic Control Devices (MUTCD), and State Highway Department (SHD) regulations.

Unless otherwise agreed to in writing by the Authorized Officer, the Holder shall:

1. Furnish, install, and maintain temporary traffic controls that provide adequate warning of hazardous or potentially hazardous conditions associated with maintenance operations.
2. Utilize devices as appropriate, to current conditions, and shall be covered or removed when not needed.

## **K. MISCELLANEOUS STRUCTURES**

Description: Miscellaneous structures include retaining walls, guard rails, gates, and any other structures needed to provide efficient operation of the road. Traffic services include maintenance of traffic-related regulatory, warning, and directional signs, as well as roadside delineators, markers and other applicable devices.

Maintenance of these structures includes cleaning and repair work to ensure structures remain functional and in conformance with the Manual on Uniform Traffic Control Devices (MUTCD) and Forest Service standards. Materials used in the maintenance of miscellaneous structures shall conform by type and specification to the structure being maintained.

Unless otherwise agreed to in writing by the Authorized Officer, the Holder shall:

1. Have prior approval by the Forest Service as to the location, design, size, material, and color if new and/or replacement items are necessary.
2. Install specified items according to plans, drawings, and/or other specifications approved by Grantor.
3. Treat posts for decay using chemical solutions approved by the Grantor.
4. Ensure retaining walls, guardrails, signs, gates, and/or other structures are sound and performing their intended function. Report deficiencies or evidence of potential failure to Grantor.
5. Ensure gate locking mechanisms are in proper working order; swings easily and is closed when the road is not in use.
6. Clean sign faces to restore legibility when they have become obscured by dust, road film, mud or other debris. Use water and nonabrasive detergents or other suitable cleaners.
7. Clear an area a minimum of six (6) feet in diameter around traffic signs or devices, and keep the area free of weeds, grass, brush, limbs, etc. Greater clearing distances may be



necessary depending on viewing direction and sight distances.

#### **L. INCIDENT NOTIFICATION**

The Holder shall contact the Authorized Officer as soon as practicable after the following incidents occur on Forest Service lands covered by this authorization:

1. An incident resulting in death, permanent disability, or personal injuries that are life threatening, or that are likely to cause permanent disability; or
2. A structural, mechanical, or electrical malfunction or failure of a component of a facility designed for passenger transport or any operational actions that impair the function or operation of such as facility in a way that could affect public safety; or
3. A search or rescue operation to locate a person; or
4. Any incident that has high potential for serious personal injury or death or significant property, environmental, or other natural resource damage, including avalanche, landslide, flooding, fire, structural failure, or release of hazardous materials.

**Method of Notification:** The holder shall notify Erin Black, District Ranger by phone at 509-850-7813 or email [erin.black@usda.gov](mailto:erin.black@usda.gov).

**Contents of notification:** The holder shall specify when, where, and how the incident occurred and who was present or affected by the incident.