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HIGHWAY EASEMENT DEED

THIS DEED, made this 2nd day of December, 1992, by and between the UNITED STATES OF AMERICA, acting by and through the DEPARTMENT OF TRANSPORTATION, FEDERAL HIGHWAY ADMINISTRATION, hereinafter referred to as the DEPARTMENT, and SNOHOMISH COUNTY, of the STATE OF WASHINGTON, hereinafter referred to as the GRANTEE:

**NO EXCISE TAX  
REQUIRED**

APR 23 1993

W I T N E S S E T H :

KIRKE SIEVERS, Snohomish County Treasurer  
By KIRKE SIEVERS

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

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

WHEREAS, the Federal Highway Administrator, pursuant to delegations of authority from the Secretary of Transportation, has determined that an easement over the land covered by the application is reasonably necessary for right-of-way for Index-Galena Road (Forest Service No. 63), ER-9011 (253) Phase 2; and

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

NOW THEREFORE, the DEPARTMENT, as authorized by law, does hereby grant to the GRANTEE an easement for a right-of-way for the operation and

maintenance of a highway and use of the space above and below the established grade line of the highway pavement for highway purposes on, over, across, in, and upon the following described land of the United States within the Baker-Snoqualmie National Forest:

T. 28 N., R. 10 E., W.M.  
Sec. 36: SW1/4

T. 28 N., R. 11 E., W.M.  
Sec. 19: SE1/4  
Sec. 21: SW1/4  
Sec. 25: NW1/4  
Sec. 26: NE1/4 and NW 1/4

as shown on Exhibit A, attached hereto and made a part hereof, subject, however, to the following terms, conditions, and covenants:

1. Outstanding valid claims, if any, existing on the date of this grant, and the GRANTEE shall obtain such permission as may be necessary on account of any such claims.
2. The GRANTEE and the Regional Forester shall make determination as to the necessity for archaeological and paleontological reconnaissance and salvage within the right-of-way, and such reconnaissance and salvage to the extent determined necessary because of maintenance of the highway facility is to be undertaken by the GRANTEE in compliance with the Act entitled "An Act for the Preservation of American Antiquities", approved June 8, 1906 (34 Stat. 225, 16 U.S.C. §§ 432-433), the Archaeological Resources Protection Act of 1979 (93 Stat. 721, 16 U.S.C. §§ 470aa-4711), and State laws where applicable.
3. The easement herein granted is limited to use of the described right-of-way and the space above and below the established grade line of the highway pavement for the purpose of construction,

operation and maintenance of a highway in accordance with the approved plans described in condition number 4, and does not include the grant of any rights for nonhighway purposes or facilities: Provided, that the right of the Forest Service to use or authorize the use of any portion of the right-of-way for nonhighway purposes shall not be exercised when such use would be inconsistent with the provisions of Title 23 of the United States Code of the Federal Highway Administration Regulations issued pursuant thereto or would interfere with the free flow of traffic or impair the full use and safety of the highway, and in any case the GRANTEE and the DEPARTMENT shall be consulted prior to the exercise of such rights; and provided further, that nothing herein shall preclude the Forest Service from locating National Forest and other Department of Agriculture information signs on the portions of the right-of-way outside of construction clearing limits.

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

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The Regional Forester will be provided an opportunity to review plans relative to effects, if any, that the project works as planned will have upon adequate protection and utilization of the land traversed by the right-of-way and adjoining land under the administration of the Forest Service for the purposes for which such land is being administered. Those features of design, construction, and maintenance of the highway facility and of use of the right-of-way that would have effect on the protection and utilization of the land under the administration of the Forest Service are to be mutually agreed upon by the Regional Forester and the Grantee by conference or other communication during the preparation of the plans and specification for each construction project, and the plans shall be revised, modified, or supplemented to meet the approval of the Regional Forester, or when deemed appropriate, supplemented by written stipulation between the Regional Forester and the Grantee, prior to start of construction.

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

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5. Consistent with highway safety standards, the GRANTEE shall:
  - a. Protect and preserve soil and vegetative cover and scenic and esthetic values on the right-of-way outside of construction limits.
  - b. Provide for the prevention and control of soil erosion within the right-of-way and adjacent lands that might be affected by the construction, operation, or maintenance of the highway, and shall vegetate and keep vegetated with suitable species all earth cut or fill slopes feasible for revegetation or other areas on which ground cover is destroyed where it is deemed necessary during a joint review between the Regional Forester and the GRANTEE and the GRANTEE shall maintain all terracing, water bars, leadoff ditches, or other preventive works that may be required to accomplish this objective. This provision shall also apply to slopes that reshaped following slides which occur during or after construction.
6. The GRANTEE shall establish no borrow, sand, or gravel pits, stone quarries, permanent storage areas, sites for highway operation and maintenance facilities, camps, supply depots, or disposal areas within the right-of-way, unless shown on approved construction plans, without first obtaining approval of the Regional Forester.
7. The GRANTEE shall maintain the right-of-way clearing by means of chemicals only after specific written approval has been given by the Forest Service. Application for such approval must be in writing and specify the time, method, chemicals, and the exact portion of the right-of-way to be chemically treated.

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8. The GRANTEE, in consideration of the grant of this easement, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns that:
- a. No person shall, on the grounds of race, color, sex, age, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over or under such lands hereby conveyed;
  - b. The GRANTEE shall use said easement right-of-way so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination, in federally assisted programs of the Department of Transportation, effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
9. When need for the easement herein granted shall no longer exist, the GRANTEE shall give notice of that fact to the Secretary of Transportation, and the rights herein granted shall terminate and the land shall immediately revert to the full control of the Department of Agriculture.

IN WITNESS WHEREOF, I, Robert B. Rutledge, Regional Counsel, pursuant to delegations of authority from the Secretary of Transportation, the Federal Highway Administrator, the Regional Federal Highway

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Administrator, and Chief Counsel, Federal Highway Administration, by virtue of authority in me vested by law, have hereunto subscribed my name as of the day and year first above written.

UNITED STATES OF AMERICA  
DEPARTMENT OF TRANSPORTATION  
FEDERAL HIGHWAY ADMINISTRATION

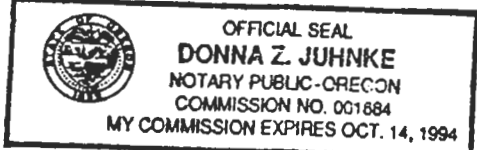
By *Robert B. Rutledge*  
Robert B. Rutledge  
Regional Counsel

STATE OF OREGON            )  
                                  ) ss:  
COUNTY OF MULTNOMAH )

I, Donna Z. Juhnke, a Notary Public in and for the State of Oregon, do hereby certify that on the 3rd day of December, 1992, before me personally appeared Robert B. Rutledge, Regional Counsel, Federal Highway Administration, and acknowledged that the foregoing instrument bearing date of December 3, 1992, was executed by him, in his official capacity and by authority in him vested by law, for the purposes and intents in said instrument described and set forth, and acknowledged the sum to be his free act and deed as Regional Counsel, Federal Highway Administration.

Witness my hand and seal this 3rd day of December,

1992



*Donna Z. Juhnke*  
Notary Public  
October 14, 1994

My commission expires

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

Jack P. Bilborough GRANTEE  
COUNTY ENGINEER

STATE OF Washington )  
COUNTY OF Snohomish )

I, Clinton W. Eckstein, a Notary Public in and for said County and State, hereby certify that Jack P. Bilborough, whose name as Grantor is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he in his capacity as County Engineer executed the same voluntarily on this day.

Given under my hand and seal of office this 22nd day of April, 1993.

Clinton W. Eckstein  
Notary Public

My commission expires 3/10/96