

PACIFIC CREST TRAIL EASEMENT

This instrument, dated this 4th day of July,
1971, by Julie Hankin, hereinafter called "Grantor," to
 the United States of America, hereinafter called "Grantee,"

WITNESSETH:

Grantor, for and in consideration of \$10.00,
 the receipt of which is hereby acknowledged, doth hereby
 grant and convey to Grantee and its assigns an easement for
 the Pacific Crest Trail, along and across a strip of land
 hereinafter defined as the "easement," over and across the
 following described real property:

SW1/4 NE1/4 NE1/4, Section 22, T.4N., R.7E., W.M.

Said easement shall be 10 feet in width, being 5 feet in
 width on each side of the centerline of the Pacific Crest
 Trail as it now exists or as now located and marked on the
 ground, with such additional widths as required for accommo-
 dation and protection of cuts and fills, said existing trail
 and marked location being approximately located and
 described as shown on Exhibit A which is attached hereto and
 made a part hereof. The tread width of the trail may vary
 within the right-of-way limits of said easement.

If the trail where not yet constructed is located
 substantially as described herein, the centerline of said
 trail as constructed is hereby deemed accepted by the
 Grantor and Grantee as the true centerline of the easement
 granted.

The acquiring agency is the Forest Service, Department
 of Agriculture.

Grantor and Grantee do hereby covenant and agree for
 themselves, their successors and assigns, that they shall use
 and restrict the use of the easement as set forth below:

1. Use by Grantee

Grantee shall have the right to

- (a) Construct, reconstruct, improve, control, and
 maintain the Pacific Crest Trail within the
 easement area for use by Grantee and its
 assigns, including contractors, licensees,
 permittees, and easement grantees.

- (b) Reconstruct, operate, use and maintain any segment of said trail that may be destroyed through logging operations or otherwise.
- (c) Cut and clear timber and other vegetation in construction and development of the trail and related facilities.

2. Use by Grantor

- (a) No building, structure or improvement of any kind shall be constructed, erected or moved onto the easement area.
- (b) No signs, billboards, outdoor advertising structures or advertising of any kind will be erected or displayed on the easement area.
- (c) No trash, ashes, garbage, sewage, sawdust or any unsightly or offensive material shall be placed on the easement area.
- (d) Grantor's use of the trail on the easement for access to its lands shall be pursuant to the Regulations of the Secretary of Agriculture as provided for in the Act.

3. Reservations by Grantor

- (a) Grantor reserves for itself, successors, and assigns:
 - (1) The right to grow and harvest timber crops on the easement area and to move logging equipment and skid logs across the trail and easement.
 - (2) The right to cross and recross the easement at any point and for any purpose in such manner as will not materially interfere with the use of the trail.

If for a period of five (5) years the Grantee shall cease to use, or preserve for prospective future use, the trail, or any segments thereof, or if at any time the Regional Forester determines that the trail, or any segment thereof, is no longer needed, the easement traversed thereby shall terminate. In the event of such nonuse or of such determination by the Regional Forester, the Regional Forester shall furnish to the Grantor a statement in recordable form evidencing termination.

IN WITNESS WHEREOF, Grantor has hereunto executed this easement on the day and year hereinabove written.

Julie A. Harkin
By _____

(Seal)
Attest:

(Secretary)

State of Washington)
County of Skamania) ss.

On this 20th day of July, 1978, before me the undersigned, a Notary Public in and for said county and State, personally appeared Julie A. Harkin and _____, known to me to be the _____ and _____ that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the _____ therein named, and acknowledged to me that such _____ executed the within instrument pursuant to its bylaws or a resolution of its _____.

WITNESS my hand and official seal,

No. 7328
TRANSACTION EXCISE TAX

JAN 25 1980

Amount Paid \$100.00

Skamania County Treasurer
By Julie A. Harkin Commissioner

Jan E. Riedel
Notary Public in and for said _____
County and State.
My commission expires July 23, 1982

RIGHT OF WAY PLAT
GIFFORD PINCHOT NATIONAL FOREST



SEC. 22, T. 4 N., R. 7 E., W.M.

SKAMANIA COUNTY

WASHINGTON

SCALE:

PROJECT: NEW PACIFIC CREST TRAIL S/W
PROJECT NUMBER: 2000
SURVEYED BY: J. GLASSIC
DATE OF SURVEY: 10-27-70
METHOD OF SURVEY: TRANSIT & CHAIN
RAW ACRES: 10.63

SE 1/4 NW 1/4 NE 1/4
SEC 22
JULIE
Hankin

5 1/2 NW 1/4 NW 1/4 SEC 22

HAROLD BIALKOWSKY

(100' 0" 12")
PT OF LEAVING
STA 36+72-15'

ROUND DRAWS CR.
MARKED 1/4 C.R.
SEC 22 1/2
(174 L.S. 713) 20'

TRAVERSE
PROPOSED TRAIL LOC.
NE 1/4 NW 1/4 SEC 22

PT OF ENTRY STA 23+04
1/4 N OF MARKED C.R.

ROUND DRAWS CR.
MARKED 1/4 C.R.
SEC 23, (174 L.S. 716)

NOTE: R/W WIDTH 10'
EACH SIDE OF &
TRAIL TRAVERSE

6 FO. RD HGT
ROAD IS 20' W

(100' 0" 12")

(100' 0" 12")

TRAVERSE TABLE		
POINT	DISTANCE	BEARING
ENTER 23+04		
LEAVE 36+48 45"	13 14.45'	N 89° 32' 04" W
"LEAVE 36+78 45"	30.00'	N 88° 12' 00" W

EXHIBIT A