

PACIFIC CREST TRAIL EASEMENT

THIS EASEMENT, dated this 10th day of July,
1979, from 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, does 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:

SE1/4NE1/4, Section 22, T.4N., R.77., 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.

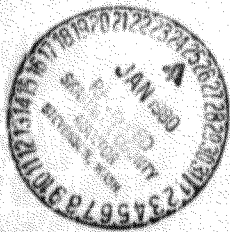
The acquiring agency is the Forest Service, Department
of Agriculture.

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.

Julia A. Harkin
By _____

(Seal)
Attest:

(Secretary)

State of Washington }
County of Skamania } ss.

On this 20th day of Feb., 1978, before me the
undersigned, a Notary Public in and for said county and
State, personally appeared Julia 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,

7328

No. _____
TRANSACTION EXCISE TAX

JAN 25 1980

Amount Paid Exempt

Skamania County Treasurer

By Julia A. Harkin Comptroller

Julia A. Harkin
Notary Public in and for said
County and State.
My commission expires April 22, 1982

RIGHT OF WAY PLAT GIFFORD PINCHOT NATIONAL FOREST

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

SKAMANIA COUNTY

WASHINGTON

TRUE
NORTH

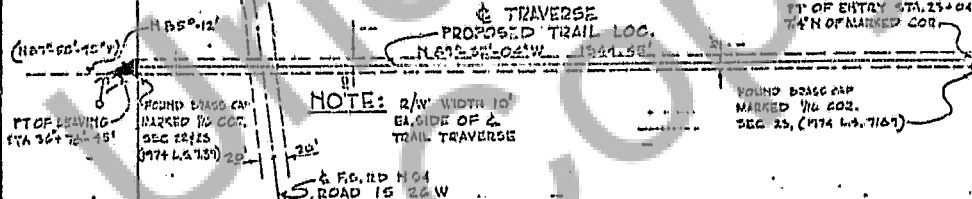
SCALE:



PROJECT NAME: PINCHOT FOREST TRAIL R/W
PROJECT NUMBER: 7-000
SURVEYED BY: J. SLASKE
DATE OF SURVEY: 12-75
METHOD OF SURVEY: TRANSIT & LEVEL CHAIN
R/W ACRES: 15.63

SE 1/4 NW 1/4 NE 1/4
SEC 22
Julie
Harkin

SW 1/4 NW 1/4 SEC 23
HAROLD BIALKOWSKY



TRAVERSE TABLE.

POINT	DISTANCE	BEARING
ENTER 23+04	13 44.45'	N 89° 52' 04" W
36+46.15'	30.00'	N 89° 12' 00" W
LEAVE 36+76.15'		