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94430

9-82-031

PACIFIC CREST TRAIL EASEMENT

THIS EASEMENT, dated this 8th day of June, 1982,
from CROWN ZELLERBACH CORPORATION, a
corporation of the State of NEVADA, hereinafter
called "Grantor," to the United States of America, hereinafter
called "Grantee,":

WITNESSETH:

Grantor, for and in consideration of \$1,575.00, 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:

Township 2 North, Range 7 East, Willamette Meridian:
Lots 1, 2, 3, 4, Section 9
NW $\frac{1}{4}$ NW $\frac{1}{4}$, Section 16

Said easement shall be 20 feet in width, being 10 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 accommodation 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.

No.

TRANSACTION EXCISE TAX

JUL 22 1982

Amount Paid

Skamania County Treasurer

By

Confirmed correct as to consideration
description and conditions.

Even L. Spaulding 7/16/82

Transaction in compliance with County subdivision ordinances.

Skamania County Assessor. By: J. J. J.



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- (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 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 determination, the Regional Forester shall furnish to the Grantor, its successors or assigns, a statement in recordable form evidencing termination.

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

R. L. Carlson
R. L. CARLSON
VICE PRESIDENT
By NORTHWEST HEAVY EQUIPMENT PRODUCTS

(Seal)
Attest:

W. B. Freck
W. B. FRECK (Secretary)

State of Oregon)
County of Multnomah) ss.

On this 8th day of June, 1982, before me the undersigned, a Notary Public in and for said county and State, personally appeared R. L. Carlson and W. B. Freck, known to me to be the Vice President and Assistant Secretary that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the Corporation therein named, and acknowledged to me that such persons executed the within instrument pursuant to its bylaws or a resolution of its Board of Directors.

WITNESS my hand and official seal,

Kathleen E. O'Donnell
Notary Public in and for said County and State.

My commission expires 11/6/83

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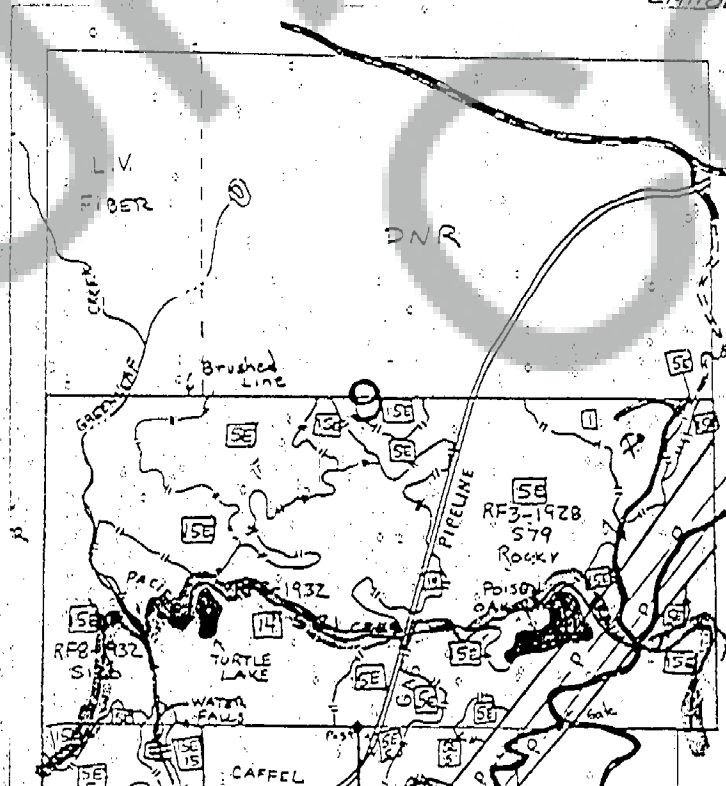
CrownZellerbach
Northwest Timber Division

FORM REV. 8/71
(POLICY #32)

- ☐ LOGGING CONTRACT ☐ CONSTRUCTION CONTRACT ☐ ROAD USE AGREEMENT
☐ TIMBER PURCHASE AGREEMENT ☒ EASEMENT - R/W AGREEMENT
☐ OTHER (SPECIFY) _____

TWP. 2 N RANGE 7 E SEC. 9 & 16 FILE PACIFIC CREST TRAIL
MANAGED FOREST CLACKAMAS-ROCK SCALE 1" = 2000 FT. BY DRE.
COUNTY SKAMANIA STATE WASH. DATE 3/29/82 APPROVED \$

EXHIBIT A



LEGEND

- ◆ ESTABLISHED CORNER
◇ APPROXIMATE CORNER
— EXISTING ROAD
--- PROPOSED ROAD
===== ESTABLISHED PROPERTY LINE
AREA
[] TRAIL LOCATION

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