

94788

BOOK 81 PAGE 517

PACIFIC CREST TRAIL EASEMENT

THIS EASEMENT, dated this 30th day of August, 1982, from Skamania County, Washington, hereinafter called "Grantor," to the United States of America, hereinafter called "Grantee,":

WITNESSETH:

Grantor, for and in consideration of One dollar (\$1.00), 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:

N 1/2 Government Lot 2 in the NW 1/4 NE 1/4, W 1/2 SE 1/4 of Section 6, T.2N., R.7E., W.M., and the N 1/2 NE 1/4 of Section 25, T. 3 N., R. 6 E., W.M.

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 Exhibits A and B which are 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:

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.

Certified correct as to consideration
description and conditions.
9/2/82
E. J. G. G. G. G.

Transaction in compliance with County subdivision ordinances.
Skamania County Assessor - By: *[Signature]*

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.

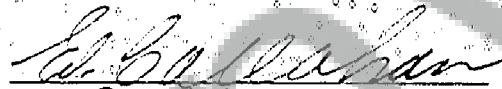
BOOK 81 PAGE 519

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



Commissioner
Skamania County

Commissioner
Skamania County



Commissioner
Skamania County

(Seal)
Attest:

Harry M. Olson
Skamania County Auditor and Ex-Officio
Clerk of the Board

State of WASHINGTON
County of SKAMANIA ss.

On this 30TH day of AUGUST, 1982, before me the undersigned, a
Notary Public in and for said county and State, personally appeared WILLIAM V. BENSON
and ED CALLAHAN, known to me to be
the INDIVIDUALS and COMMISSIONERS that executed the within
instrument, known to me to be the persons who executed the within instrument on behalf
of the COUNTY therein named; and acknowledged to me
that such PERSONS executed the within instrument pursuant to
its bylaws or a resolution of its BOARD

WITNESS my hand and official seal,

Shirley Ann Davis
Notary Public in and for said County and State.

My commission expires SEPTEMBER 1, 1985



81 521

RIGHT OF WAY PLAT GIFFORD PINCHOT NATIONAL FOREST

SEC. 6, T. 2 N. R. 7 E., W.M.
SKAMANIA COUNTY

SKAMANIA COUNTY
Plat #1

WASHINGTON

36

SCALE:



PROJECT NAME
PROJECT NUMBER
SURVEYED BY
DATE OF SURVEY
METHOD OF SURVEY
R/W ACRES
R/W WIDTH

P.C.T. TOWN MTN SW
2000-D
U.S. Forest Service
June 1980
Armed Compass & Cloth Tape
1.2
20 feet

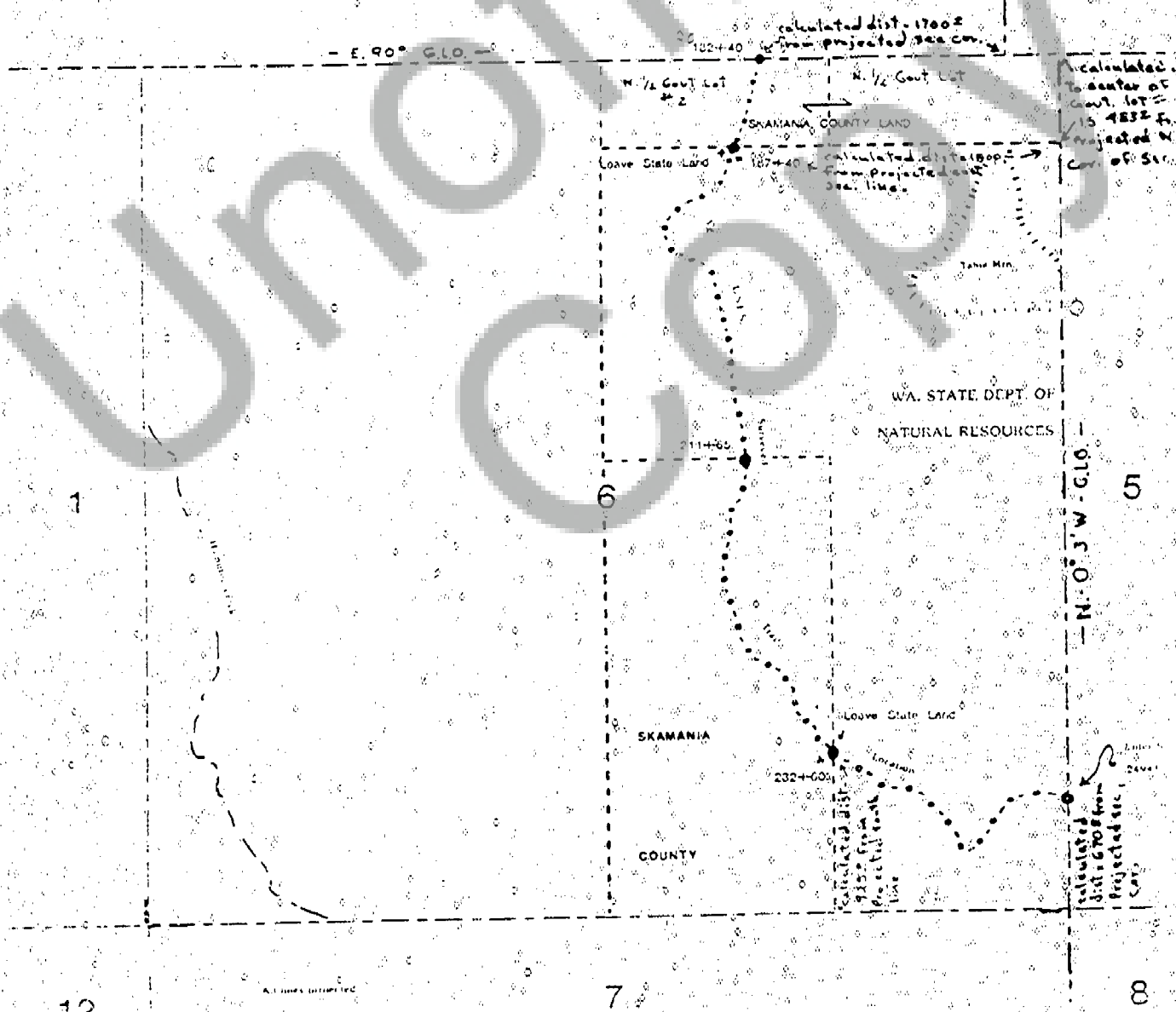


EXHIBIT A

81 522

RIGHT OF WAY PLAT
GIFFORD PINCHOT NATIONAL FOREST

SEC. 25, T. 3 N., R. 6 E., W.M.

SKAMANIA COUNTY

WASHINGTON

SCALE:

WILHELM BIRKENFELD TRUST
SKAMANIA COUNTY

RECEIVED BY
COUNTY CLERK
JULY 1960
BY INSTRUMENT NO. 1250

BY INSTRUMENT NO. 1250
JULY 1960
BY INSTRUMENT NO. 1250

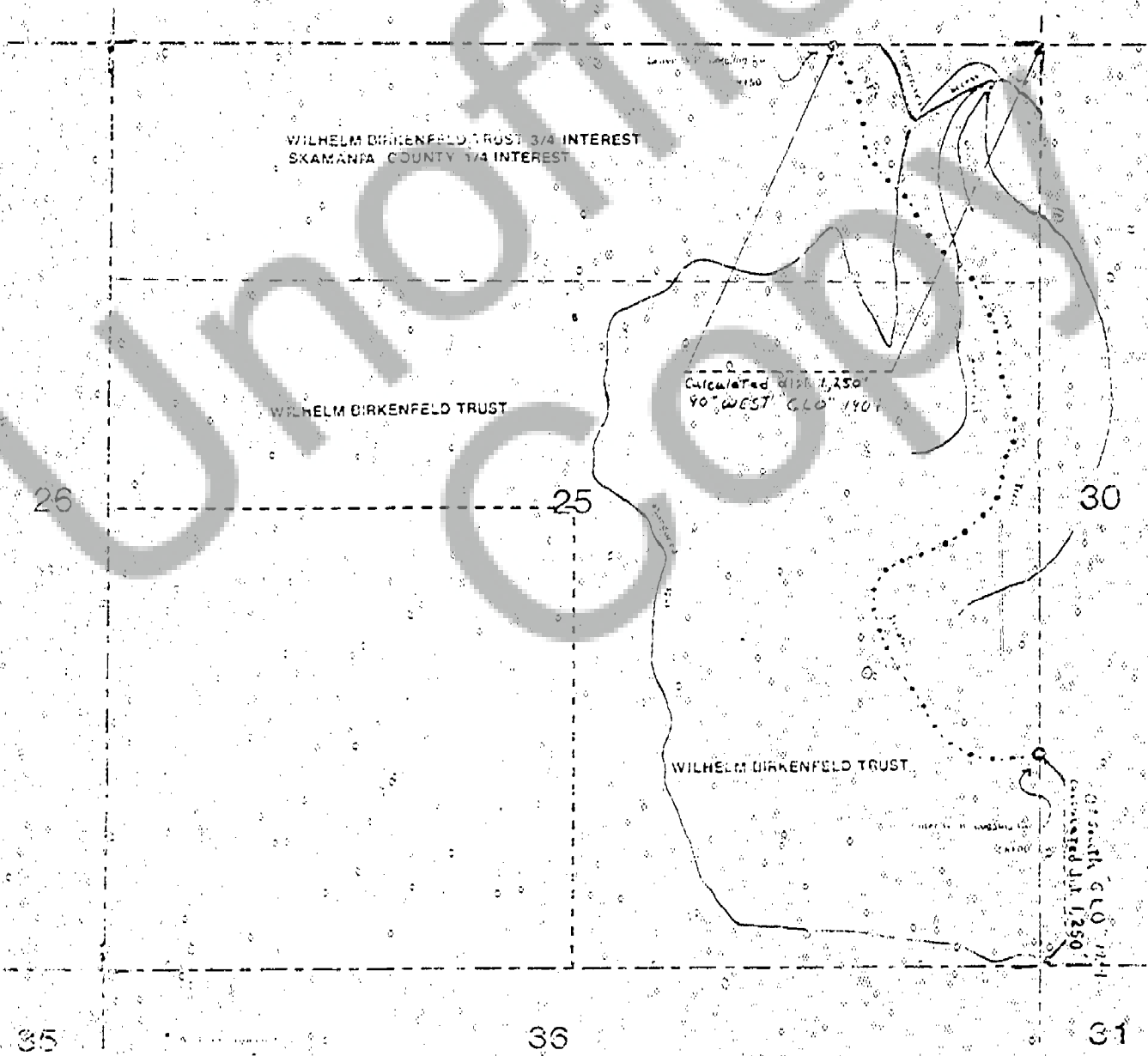


EXHIBIT B