

12937

PACIFIC CREST TRAIL EASEMENT

THIS EASEMENT, dated this 14 day of October, 1982, from Wesley J. Ziegler and Darrela J. Ziegler, husband and wife, hereinafter called "Grantor," to the United States of America, hereinafter called "Grantee,"

W I T N E S S E T H:

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;

NE1/4SW1/4, SE1/4SW1/4, SW1/4SE1/4, Section 15, T. 2 N., R. 7 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 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 erect and maintain signs at both ends of this easement which state that the trail easement runs through private property and that trespassing beyond the bounds of the easement is strictly prohibited or similar wording.

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.

Wesley J. Ziegler  
11/21/82

Notary Public  
State of California  
County of San Joaquin  
Commissioner of Deeds  
Wesley J. Ziegler  
11/21/82

- (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.



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

*Wesley J. Ziegler*  
WESLEY J. ZIEGLER

*Darrela J. Ziegler*  
DARRELA J. ZIEGLER

STATE OF WASHINGTON )  
ss.  
COUNTY OF CLARK )

On this 17 day of October, 1982, before me the  
undersigned Notary Public in and for said County and State,  
personally appeared WESLEY J. ZIEGLER and DARRELA J. ZIEGLER, known  
to me to be the persons who executed the within instrument, and  
acknowledged to me that they signed the same as their free and  
voluntary acts and deeds for the uses and purposes therein  
mentioned.

WITNESS my hand and official seal,

*B. S.*  
Notary Public in and for said  
County and State.

My commission expires: 3-5-84

NOV 10 1982

Amount \$0.00 Exempt

Notary Public in and for said  
County and State.

My commission expires: 3-5-84

APPROVED:  
 Gifford Pinchot  
 FOREST SUPERVISOR  
 DATE

ORIGINAL COPY BY L.C. SCHUMACHER

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# RIGHT OF WAY PLAT BOOK 81 PAGE 727

## GIFFORD PINCHOT NATIONAL FOREST

SEC. 15, T. 2 N., R. 7 E., W.M.

SKAMANIA COUNTY

WASHINGTON

WESLEY ZIEGLER

BASE OF BEARING  
 COMPASS bearing  
 between Survey  
 stations 104+46 &  
 described in field book  
 PGSNT #2000



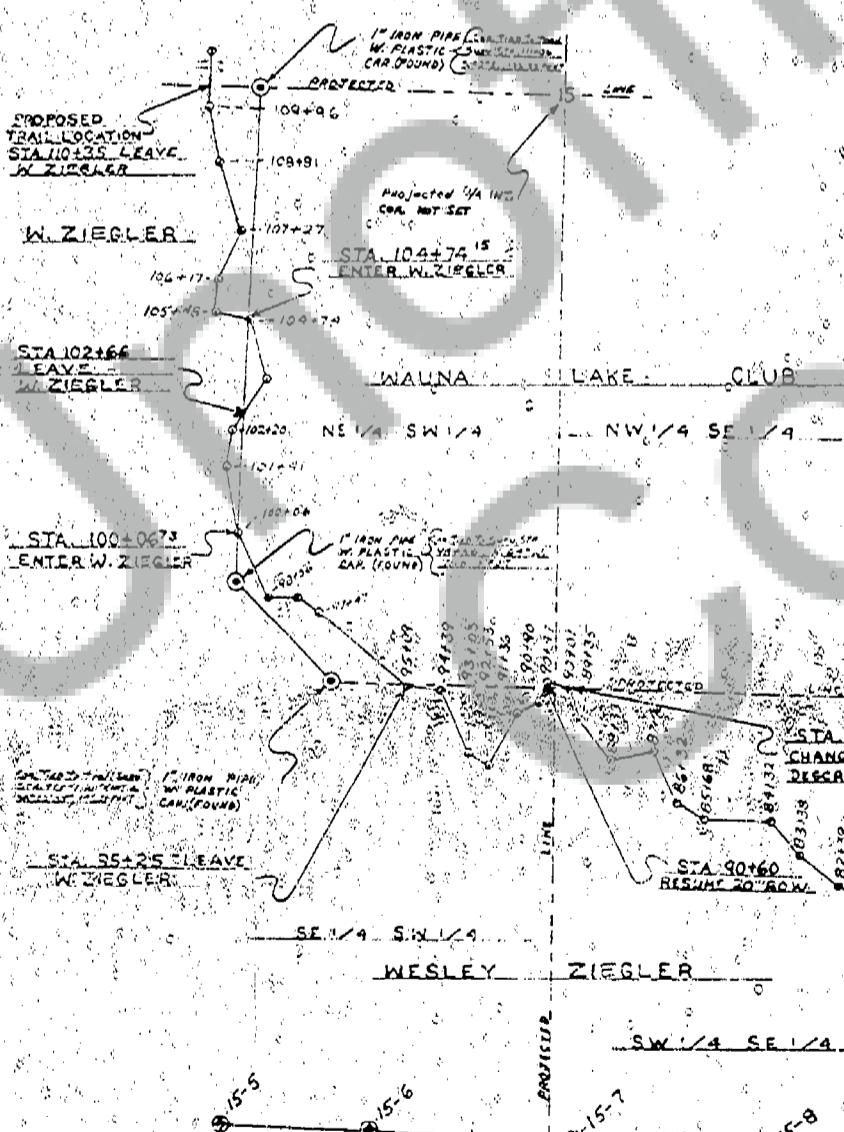
TRUE  
NORTH

STATE OF WASH. (D.N.R.)

SCALE:

0 100' 200' 300' 400' FEET

PROJECT NAME: P.C.N.S.T. "BRIDGE OF THE GODS"  
 PROJECT NUMBER: 20-00  
 SURVEYED BY: MAGEDORN INC. (957A)  
 DATE OF SURVEY: 11-27-79  
 METHOD OF SURVEY: HILD-TIL TRANSIT, STEEL CHAIN  
 RW. ACRES: .75 MORE OR LESS.  
 R/W. WIDTH: 20' TO EACH SIDE OF L.



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## WESLEY ZIEGLER

TRAVERSE TABLE				
PT	STA.	INT.	MAG. BEARING	OFFSET
			(TRUE NORTH)	TOTAL
SURVEY	TRaverse			C C
	82-187		N.52° W.	103.57
	83-109			19.07
A	83-130	192-28	N.30° W.	5.01
	83-170			5.01
	83-193			20.01
A	84-222	131-42	N.87° W.	2.01
	84-147			20.01
	85-52			20.01
	85-67			20.01
	86-77			20.01
	86-84			20.01
	87-90			20.01
	88-112			16.00
	88-125			12.00
	88-122			12.00
	88-15			15.00
A	88-155	121-46	N.53° W.	185.01
	88-40			10.00
	88-32	710-1525	N.23° W.	12.00
	88-60			12.00
	88-92			12.00
	88-29			14.00
A	89-43	64-0500	S.79° W.	65.01
	89-170			10.00
	89-30			10.00
	89-83			10.00
	89-93			10.00
	89-12			10.00
A	89-133	124-3155	N.37° W.	70.01
	89-51			8.00
	89-66			8.00
	89-78			8.00
	89-98			8.00
	89-01			7.00
A	89-156	200-3105	N.13° W.	10.00
	89-72			8.00
A	89-01	118-3030	N.73° W.	10.00
	89-20			10.00
	89-35			10.00
A	89-47	105-1213	S.31° E.	1.00
	89-160			10.00
	89-71			10.00
A	89-90	207-5735	S.53° W.	10.00
	89-38			10.00
	89-12			10.00
A	90-36	150-4945	S.31° W.	10.00
	90-52			10.00
	90-68			10.00
	90-09			10.00
	90-33			10.00
A	90-53	271-1635	S.59° W.	10.00
	90-68			10.00
	92-90			10.00
A	93-03	215-2105	N.23° W.	10.00
	93-34			10.00
	93-68			10.00
	93-97			10.00
	93-77			10.00
A	94-39	121-3402	N.81° W.	10.00
	94-59			10.00
	95-90			10.00
A	95-13	121-23105	N.50° W.	10.00
	95-21			10.00
A	96-52	196-5255	N.03° W.	10.00
	96-25			10.00
	96-61			10.00
	96-80			10.00
	96-06			10.00
	96-31			10.00

TRAVERSE TABLE				
PT	STA.	INT.	MAG. BEARING	OFFSET
			(TRUE NORTH)	TOTAL
SURVEY	TRaverse			C C
	101-41	196-3645	N.03° E.	7.00
	101-54			3.00
	101-81			3.00
A	102-20	205-2300	N.34° E.	6.00
	102-54			3.00
	102-66			7.00
A	102-75	117-3230	N.80° W.	18.00
	103-27			4.00
	103-26			4.00
A	105-28	126-73130	N.17° E.	6.00
	105-70			4.00
	106-09			2.00
A	106-17	197-3005	N.24° E.	2.00
	106-32			4.00
	106-54			3.00
	106-65			1.00
	106-87			1.00
	107-08			1.00
	107-15			1.00
A	107-27	139-3535	N.17° W.	18.00
	107-46			10.00
	107-53			10.00
	107-53			10.00
	108-06			6.00
	108-48			5.00
A	108-53	137-12120	N.14° W.	2.00
	108-40			1.00
	109-20			1.00
	109-51			1.00
	109-74			1.00
A	109-96	197-2852	N.03° E.	3.00
	110-35			2.00