

1297C

95222

BOOK 81

PAGE 908

PACIFIC CREST TRAIL EASEMENT and AGREEMENT

THIS EASEMENT, dated this 26th day of October, 19 82, from Interlaken Resort Company, a corporation of the State of Washington, hereinafter called "Grantor," to the United States of America, hereinafter called "Grantee,":

WITNESSETH:

Grantor, for and in consideration of Three hundred and fifteen dollars (\$315), 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:

SW $\frac{1}{4}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, all in Section 14, T.2N., R.7E., 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 have the right to or obligation to

- (a) Construct, reconstruct, improve, control, and maintain the Pacific Crest Trail within the easement 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.
- (d) And shall remove and dispose of all clearing debris resulting from trail construction and/or maintenance.

No. NA
TRANSAC ON EXCISE TAX

JAN 13 1983

Amount Paid NA

Page 1 of 3 Pages

Skamania County Treasurer

By Beverly J. Hollings

Consistent in accordance with County subdivision ordinances.
Skamania County Assessor - By: J. D.

Certified correct as to consideration
description and conditions.
Eric J. Swallen 1/10/83

- (e) Grantee will do everything reasonably within its power to prevent forest fires and will receive and consider any claims which arise from personal injury or death, or damages to or destruction of property resulting partly or wholly, directly or indirectly, from exercise of any grants pursuant to this easement: Provided, however, that nothing herein shall bind or obligate the Government for any liability beyond that for which it would be liable under the Federal Tort Claims Act or other applicable Acts.

2. Use by Grantor

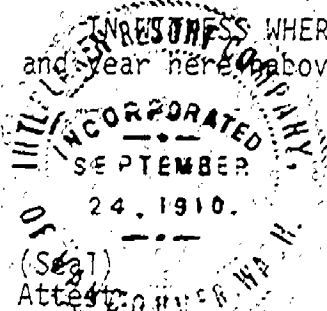
- (a) No building, structure or improvement of any kind shall be constructed, erected or moved onto the easement.
- (b) No signs, billboards, outdoor advertising structures or advertising of any kind will be erected or displayed on the easement area.
- (c) No trash, ashes, garbage, sewage, sawdust or 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.

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



Forest Lake Resort Co.

By James L. H. Hunt
President

Betty L. T. Bruce
(Secretary)



IN WITNESS WHEREOF, Grantee has caused this instrument to be executed by its duly authorized agents the 6th day of January, 1983.

UNITED STATES OF AMERICA

Caulin B. Sirmon
FOR: JEFF M. SIRMON

Regional Forester
Forest Service
Department of Agriculture

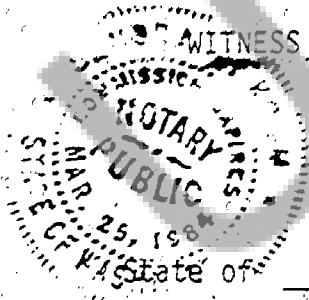
State of Washington) ss.
County of Clark

On this 26th day of October, 19 82, before me the undersigned, a Notary Public in and for said county and State, personally appeared Gaylen Kiltow and Betty L. Breckel, known to me to be the President and Secretary that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the Interlaken Resort Company therein named, and acknowledged to me that such Officers executed the within instrument pursuant to its bylaws or a resolution of its Board.

WITNESS my hand and official seal,

Sandra E. Komm

Notary Public in and for said County and State.
My commission expires 3-25-84



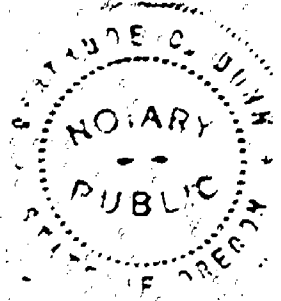
State of Oregon) ss.
County of Multnomah

On this 6th day of January, 19 83, before me, a Notary Public within and for said State, personally appeared Caulin B. Sirmon, the same person who executed the within and foregoing instrument, who being by me duly sworn according to law, did say that he executed said instrument for Jeff M. Sirmon, and that said instrument was signed in behalf of the United States of America by its authority duly given and by him delivered, as and for its act and deed. And he did further acknowledge that he executed said instrument as the free act and deed of the United States of America, for the purposes and consideration herein mentioned and set forth, and I do hereby so certify.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

Heidi L. Brown
Notary Public in and for the State of Oregon.

residing at Corvallis, Oregon
My commission expires: 6-1-84



BOOK 81 PAGE 911

ORIGINAL BY LAWRENCE C. SCHMIDTKE 2/18/80

PAGE NUMBER
1 OF 2

APPROVED
LARRY H. HANSEN 3/20/80
COUNTY CLERK
DATE
APPROVED
DANIEL G. TUCKER 3/4/80
FOREST SUPERVISOR
DATE

RIGHT OF WAY PLAT
GIFFORD PINCHOT NATIONAL FOREST
SEC. 14, T. 2 N., R. 7 E., W.M.
SKAMANIA COUNTY
WASHINGTON

INTERLAKEN RESORT CO.

EAST OF BEARINGS-
CORRECTION BEARING
NORTH
SECTION 14, T. 2 N., R. 7 E., W.M.
DESCRIBED IN FIELD BOOK
P. 2000

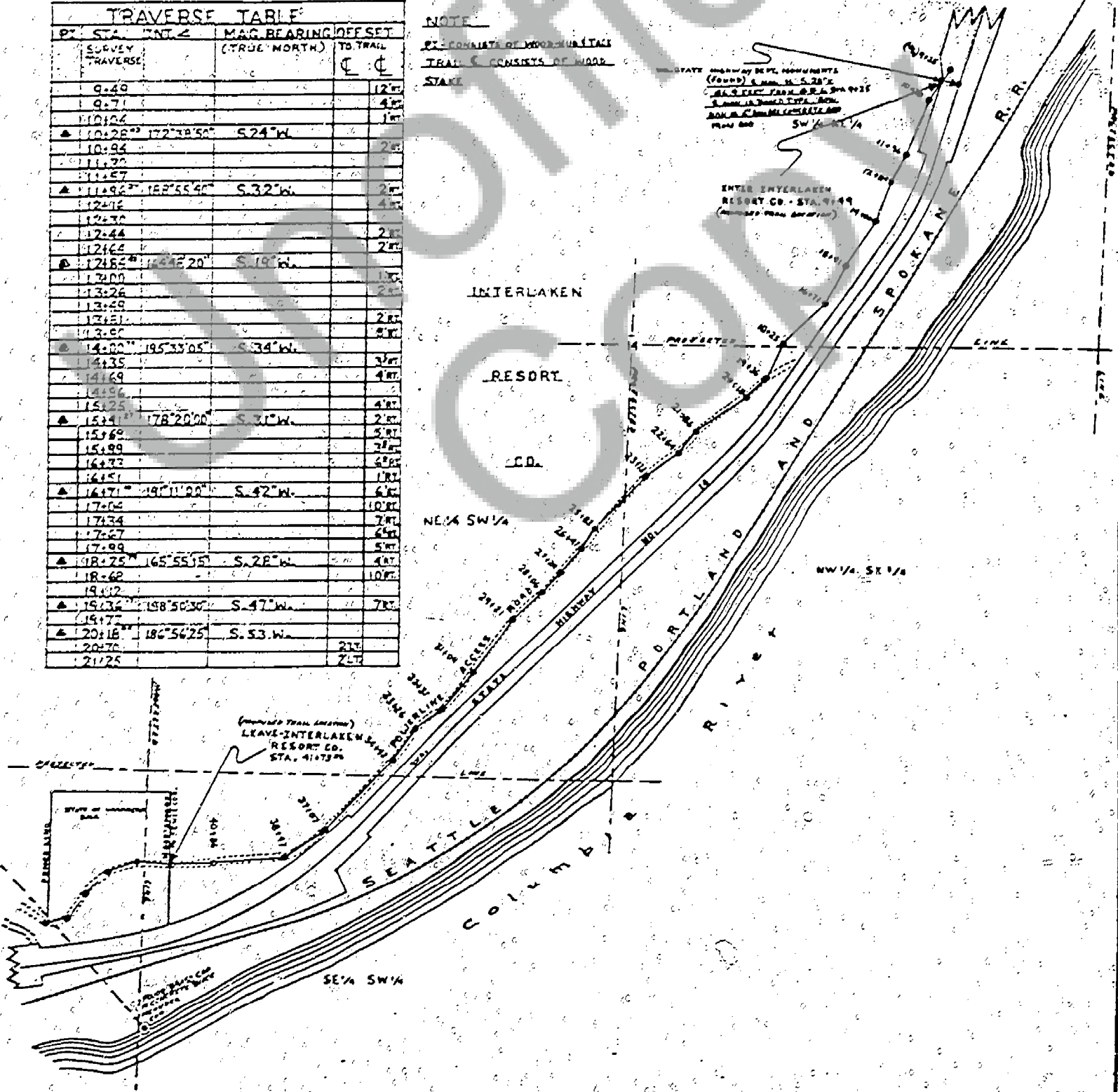


SCALE: 0 100 200 300 400 FEET

PROJECT NAME: CONST. "BRIDGE OF THE CODE"
PROJECT NUMBER: 2000
SURVEYED BY: HAGEDORN INC. (9579)
DATE OF SURVEY: 11-27-79
METHOD OF SURVEY: THEODOLITE-TIE, STEEL CHAIN
R/W ACRES: 1.98 MORE OR LESS
R/W WIDTH: 20' 10' EACH SIDE OF S

TRAVERSE TABLE			
PT.	STA.	MAG. BEARING	TO TRAIL
SURVEY TRAVERSE			
		(TRUE NORTH)	±
	9+40		12'
	9+71		4'
	10+06		1'
▲	10+28	172°38'50"	S. 24° W.
	10+94		2'
	11+20		
	11+57		
▲	11+92	152°55'40"	S. 32° W.
	12+12		4'
	12+30		1'
	12+44		2'
	12+64		2'
▲	12+85	124°45'20"	S. 19° W.
	13+00		1'
	13+26		2'
	13+49		2'
	13+51		2'
	14+07		8'
▲	14+20	195°33'05"	S. 34° W.
	14+35		3'
	14+69		4'
	14+96		2'
	15+25		4'
▲	15+41	178°20'00"	S. 31° W.
	15+60		5'
	15+89		2'
	16+72		6'
	16+51		1'
▲	16+71	197°11'00"	S. 42° W.
	17+04		10'
	17+34		7'
	17+57		6'
	17+99		5'
▲	18+25	165°55'55"	S. 28° W.
	18+60		10'
	19+02		
▲	19+34	158°50'30"	S. 47° W.
	19+72		
▲	20+18	186°54'25"	S. 53° W.
	20+70		23'
	21+25		24'

NOTE
1. CONSISTS OF MOORHILL
TRAIL & CONSISTS OF MOOR
STAKE



95232

INTERLAKEN RESORT CO.

PAGE NUMBER
2 OF 2

81 PAGE 912

TRAVERSE TABLE				
PT	STA	INT. $\angle$	MAG. BEARING (TRUE NORTH)	OFFSET TO TRAIL
SURVEY TRAVERSE				
▲ 21+86	170°58'40"	S. 45° W.	2' E	
22+22				
▲ 22+64	187°0'30"	S. 50° W.		
23+11				
▲ 23+73	170°46'30"	S. 42° W.		
24+10				
24+67				
25+31				
▲ 25+83	171°47'20"	S. 34° W.	2' E	
▲ 26+47	190°24'53"	S. 44° W.	5' E	
26+55				
26+63				8' E
26+79				8' E
▲ 27+29	173°43'00"	S. 38° W.	4' E	
27+68				
▲ 28+06	187°48'00"	S. 45° W.		
28+61				
▲ 29+21	169°48'50"	S. 35° W.	8' E	
29+75				
30+40				
▲ 31+09	163°42'55"	S. 40° W.	9' E	
31+68				
31+93				
▲ 32+37	191°13'25"	S. 50° W.	3' E	
32+90				5' E
▲ 33+26	162°08'45"	S. 33° W.	8' E	
33+80				
▲ 34+42	190°28'30"	S. 43° W.		
35+07				
35+68				2' E
36+38				
▲ 37+07	191°17'00"	S. 54° W.	1' E	
37+49				
37+93				
▲ 38+47	210°57'20"	S. 66° W.		
38+88				
39+38				
40+01				
▲ 40+56	177°58'30"	S. 84° W.		
41+19				10' E
▲ 41+73	193°08'40"	N. 82° W.		

STATE OF WASHINGTON, SS.
 I HEREBY CERTIFY THAT THE WITHIN
 STATEMENT OF THE COUNTY OF
SKAMANIA COUNTY FILED
STEVENSON, WA
2:50 P JAN 13 83

DEED

81

908

J. M. Olson
 J. Davis