

95810

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SK-13046

PACIFIC CREST TRAIL EASEMENT and AGREEMENT

THIS EASEMENT, dated this 23rd day of March 19 83, from Wauna Lake Club, 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 Four hundred twenty dollars (\$420), 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:

NE $\frac{1}{4}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 15, and the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 14, all in 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

- (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.

Certified correct as to consideration
description and conditions.

4/12/83
Evan L. Buckner



- (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 the Grantee fails to construct the trail within 5 years from the date of this easement, 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 termination, 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 hereinabove written.

WAUNA LAKE CLUB,
a non-profit corporation,

By:

William R. Grant
President

(Seal)
Attest:

Elizabeth U. McDaniel
(Secretary)

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IN WITNESS WHEREOF, Grantee has caused this instrument to be executed by 3 a.p.
its duly authorized agents the 23rd day of March, 1983.

UNITED STATES OF AMERICA

Carlton B. Jackson
FOR: JEFF M. SIMON
Regional Forester
Forest Service
Department of Agriculture

State of WASHINGTON
County of Clark) ss.

On this 23rd day of March, 19 83, before me the
undersigned, a Notary Public in and for said county and State, personally
appeared Louise L. Grant
and Elizabeth A. McDaniel, 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 Wauna Lake Club
such corporation therein named, and acknowledged to me that
instrument pursuant to its bylaws. ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~



WITNESS my hand and official seal,

David P. Kuhlman
Notary Public in and for said County and State.
My commission expires July 15, 1983.

State of Oregon
County of Multnomah) ss.

On this 23rd day of March, 19 83, before me, a
Notary Public within and for said State, personally appeared
Carlton B. Jackson, 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. Simon, 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.



Walter B. Dalby
Notary Public in and for the State of Oregon.
residing at Portland
My commission expires: 11-22-86.

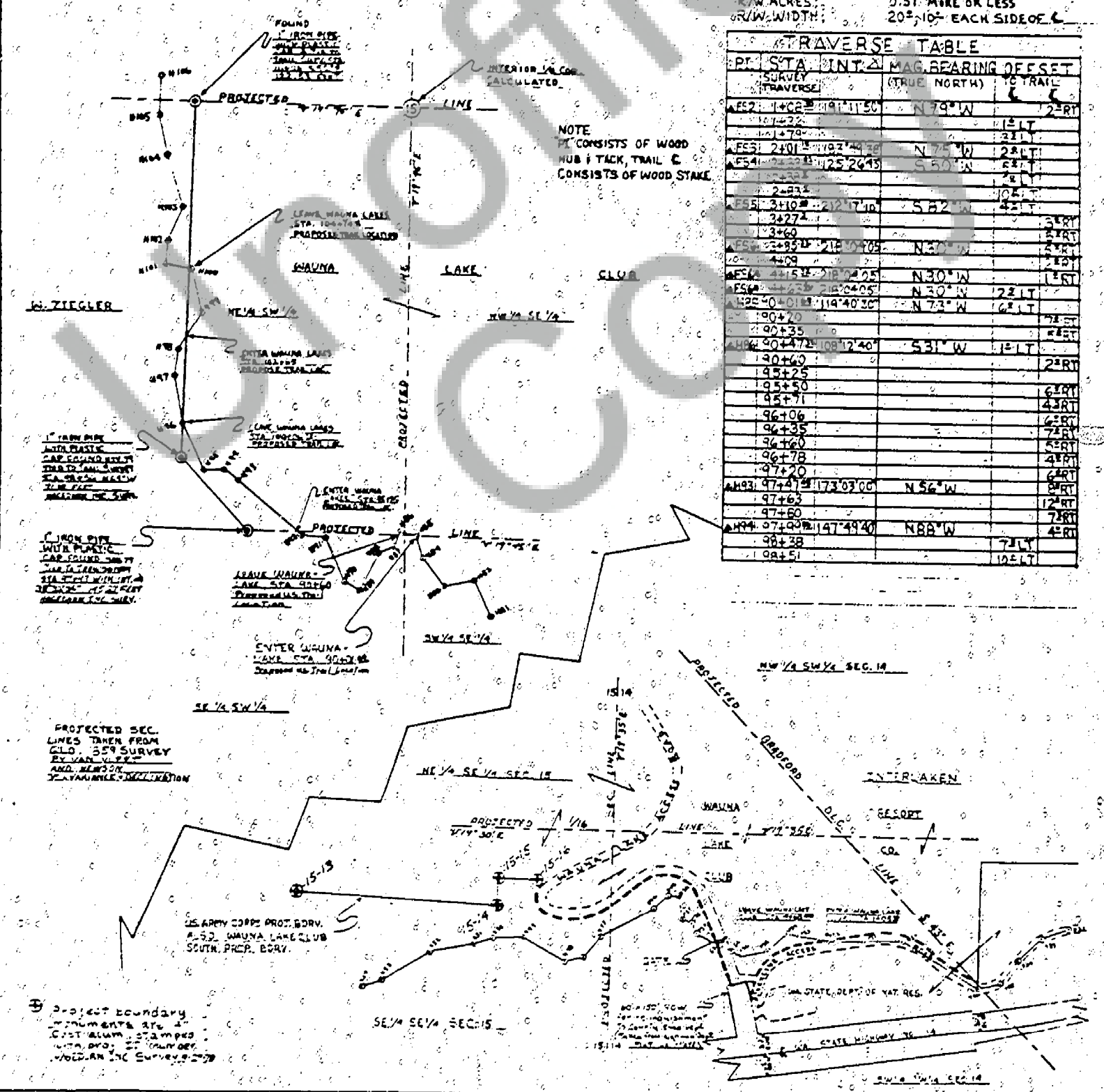
RIGHT OF WAY PLAT EXHIBIT A
GIFFORD PINCHOT NATIONAL FOREST
SEC. 14, 15, T. 2 N., R. 7 E., W.M.
SKAMANIA COUNTY
WASHINGTON WAUNA LAKE CLUB

BASE OF BEARINGS
Compass bearing
between Survey
Stations "1" to "12" as
described in field
book, PCNST #2000.
P.L. Hagedorn Survey and
S.L. Forest Service Survey and
S.L. Forest Service Survey and
S.L. Forest Service Survey and

SCALE: 0 100 200 300 400 FEET

PROJECT NAME: R.C. N.S.T. "BRIDGE OF THE GODS"
PROJECT NUMBER: 2000
SURVEYED BY: HAGEDORN INC. (9579) 11.27.79
SURVEYED BY: US FOREST SERVICE 11.17.81
METHOD OF SURVEY: H-TIG TRANSIT & STEEL CHAIN
METHOD OF SURVEY: FS - KERN THEODOLITE, DMS & EDM
RAW ACRES: 0.51 MORE OR LESS
RAW WIDTH: 20' 10" EACH SIDE OF C

TRAVERSE TABLE			
PT	STA	INT. Δ	MAG. BEARING OFFSET
SURVEY		(TRUE NORTH)	
TRAVERSE		TO TRAIL	
AE2	14+02	191°11'50"	N 79° W 2° RT
AE3	14+22		12° LT
AE4	14+29		21° LT
AE5	24+01	102°44'38"	N 75° W 2° RT
AE6	24+23	125°26'45"	S 50° W 2° LT
AE7	24+31		10° LT
AE8	24+34		10° LT
AE9	34+10	212°17'10"	S 52° W 4° LT
AE10	34+27		5° RT
AE11	34+60		5° RT
AE12	34+85	215°09'05"	N 57° W 2° LT
AE13	34+89		1° LT
AE14	44+15	218°24'25"	N 30° W 1° LT
AE15	44+23	218°24'05"	N 30° W 2° LT
AE16	44+01	114°40'30"	N 73° W 1° LT
AE17	44+20		7° RT
AE18	44+35		6° RT
AE19	44+47	108°12'40"	S 31° W 1° LT
AE20	44+60		2° RT
AE21	45+25		
AE22	45+50		6° RT
AE23	45+71		4° RT
AE24	46+06		6° RT
AE25	46+35		7° RT
AE26	46+60		5° RT
AE27	46+78		4° RT
AE28	47+20		6° RT
AE29	47+41	173°03'00"	N 56° W 1° RT
AE30	47+63		12° RT
AE31	47+80		7° RT
AE32	47+99	147°49'40"	N 68° W 4° RT
AE33	48+38		7° LT
AE34	48+51		10° LT



WALUNA LAKE CLUB

EXHIBIT A

TRAVERSE TABLE			
PIC STA	INT	MAC BEARING OFF SET	
SURVEY TRAVERSE		(TRUE NORTH)	PIC TRA
98-56.8	243°06'20"	N. 25° W.	21
88-18			31
90-65			
100-06	136°42'55"	N. 08° W.	35
102-85			10
103-08			
103-25			
103-60	132°14'00"	N. 14° W.	41
103-65			39
103-95			25
104-21			
104-45			
104-74	113°39'30"	N. 80° W.	