

25810

BOOK 82 PAGE 173

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 1/4 SW 1/4, NW 1/4 SE 1/4 of Section 15, and the SW 1/4 SW 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.

Evan L. Buckner 4/12/83



- (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 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)

5562 RIGHTS OF WAY ACQUIRED

RIGHT OF WAY PLAT EXHIBIT A
GIFFORD PINCHOT NATIONAL FOREST

SEC. 14, 15, T. 2 N., R. 7 E., W.M.
SKAMANIA COUNTY

WAUNA LAKE CLUB

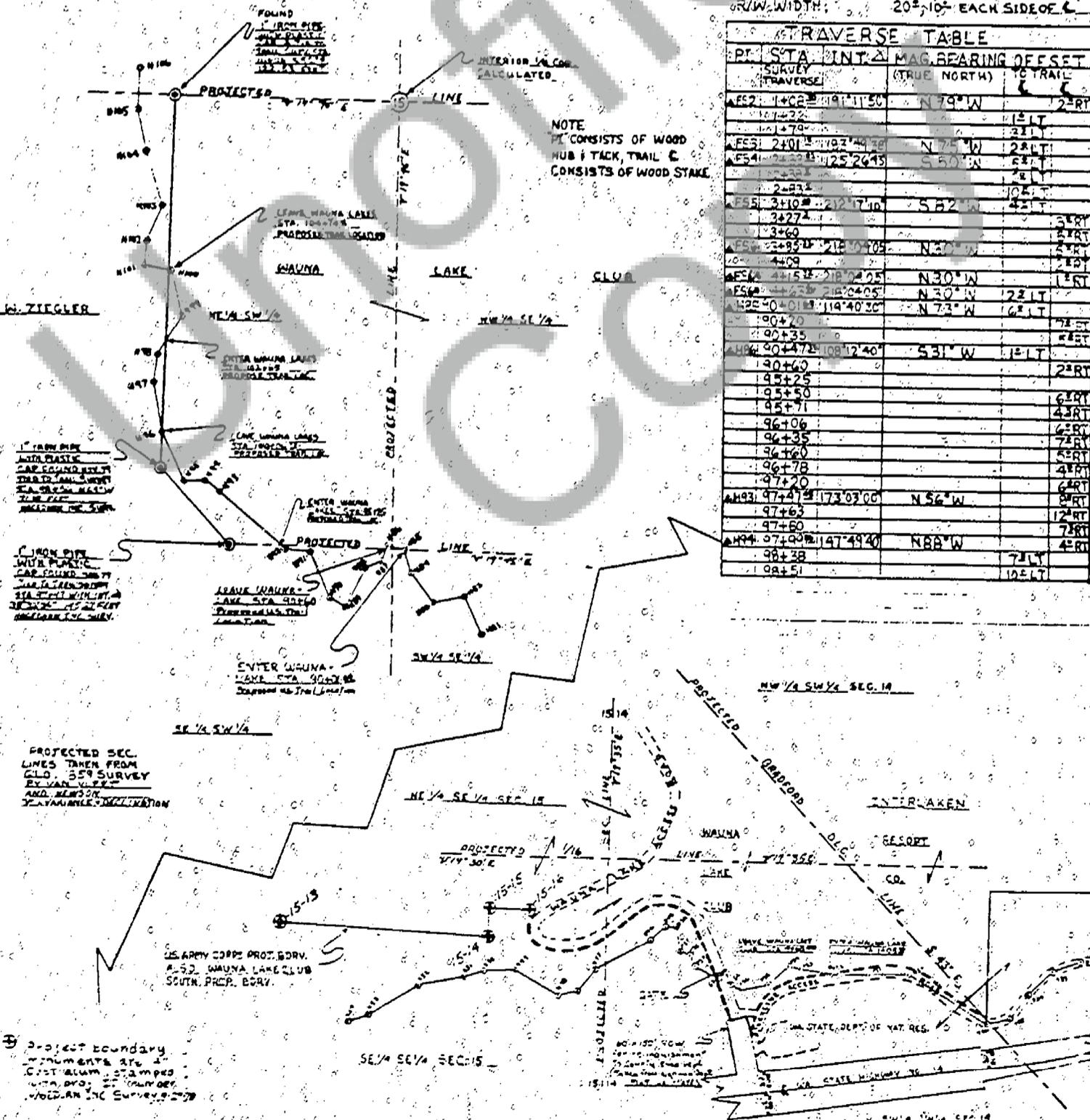
WASHINGTON

BASE OF BEARINGS
Compass bearing
between Survey
Stations 11011A AS
described in Field
book, PCNST #2000.
P.L. Hagedorn Survey 11, 17, 81
U.S. Forest Service Survey 11, 17, 81
(Symbol for Centerline TRUE
NORTH)

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. (95 79) 11, 27, 79
SURVEYED BY: US FOREST SERVICE 11, 17, 81
METHOD OF SURVEY: H-TILT TRANSIT & STEEL CHAIN
METHOD OF SURVEY: FS - KERN THEODOLITE, 0.0002 & EDM
RAW ACRES: 0.51 MORE OR LESS
R/W WIDTH: 20' ± 10' EACH SIDE OF C

TRAVERSE TABLE			
PT	STA	INT. Δ	MAG. BEARING OFF SET
SURVEY		(TRUE NORTH) TO TRAIL	
TRAVEL			
AES2	1+02	191°11'50"	N 79° W
1+02	1+03		2' RT
1+03	1+04		11' LT
1+04	1+05		2' RT
AES3	2+01	192°44'28"	N 75° W
2+01	2+02		2' RT
AES4	2+22	125°26'45"	S 50° W
2+22	2+23		2' RT
2+23	2+24		10' LT
AES5	3+10	212°17'10"	S 52° W
3+10	3+11		4' RT
3+11	3+12		5' RT
3+12	3+13		5' RT
AES6	3+35	215°09'09"	N 50° W
3+35	3+36		1' RT
AES7	4+15	218°02'25"	N 30° W
4+15	4+16		1' RT
AES8	4+35	218°04'05"	N 30° W
4+35	4+36		2' RT
AES9	4+01	119°40'30"	N 73° W
4+01	4+02		1' RT
4+02	4+03		7' RT
4+03	4+04		6' RT
AES10	4+72	108°12'40"	S 31° W
4+72	4+73		1' RT
4+73	4+74		2' RT
AES11	4+74	173°03'00"	N 56° W
4+74	4+75		2' RT
4+75	4+76		12' RT
4+76	4+77		7' RT
AES12	4+90	147°49'40"	N 68° W
4+90	4+91		4' RT
4+91	4+92		10' LT



PROTECTED SEC. LINES TAKER FROM C.L.D. 359 SURVEY BY VAN DYKE AND NEWSON AT WAUNA, OREGON

Project boundary monuments are 1" cast aluminum stamped with project number. HAGEDORN INC Survey 11, 17, 81

U.S. ARMY CORPS PROT. BDRV. A-52, WAUNA LAKE CLUB SOUTH PROP. BDRV.

NW 1/4 SW 1/4 SEC. 14

SE 1/4 SE 1/4 SEC. 15

