



SK-14604/ES-607
01-05-18-0-0-0401-00
01-05-18-0-0-0402-00

Filed for Record at Request of

NAME

ADDRESS

CITY AND STATE

**WARRANTY
FULFILLMENT
DEED**

THE GRANTOR **SHARLEEN ANN JAMES, AS HER SEPARATE ESTATE**

for and in consideration of **FULFILLMENT OF CONTRACT**

in hand paid, conveys and warrants to **DALE P. PERRY AND SANDRA M. PERRY, HUSBAND AND WIFE**

the following described real estate, situated in the County of **SKAMANIA** State of Washington:

SEE REVERSE SIDE FOR LEGAL DESCRIPTION

This deed is given in fulfillment of that certain real estate contract between the parties hereto, dated **APRIL 28, 1987**, and conditioned for the conveyance of the above described property, and the covenants of warranty herein contained shall not apply to any title, interest or encumbrance arising by, through or under the purchaser in said contract, and shall not apply to any taxes, assessments or other charges levied, assessed or becoming due subsequent to the date of said contract. **RECORDED APRIL 29, 1987, AF#103076, BOOK 105 PAGE 13; EXCISE RECEIPT #11315.**

Dated **MAY 12, 1988**

SHARLEEN ANN JAMES

**STATE OF WASHINGTON
COUNTY OF CLARK**

On this day personally appeared before me
SHARLEEN ANN JAMES

to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that **SHE** signed the same as **HER** free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this
12th day of **MAY**, 19**88**

Notary Public in and for the State of Washington, residing at

THIS SPACE RESERVED FOR RECORDER'S USE

FILED FOR RECORD
SKAMANIA CO. WASH
BY SKAMANIA CO. TITLE

MAY 13 4 54 PM '88

**AUDITOR
GARY M. OLSON**

LEGAL DESCRIPTION

A PARCEL OF LAND SITUATED IN THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON DESCRIBED AS:

COMMENCING AT A POINT ON THE WEST LINE OF LOT 1 OF THE SHARLEEN JAMES SHORT PLAT, AS RECORDED IN BOOK 3 OF SHORT PLATS ON PAGE 65, SKAMANIA COUNTY RECORDS, WHICH POINT IS 100 FEET NORTH OF THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH $88^{\circ}45'02''$ WEST TO THE WEST LINE OF THE EAST HALF OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 18; THENCE SOUTH ALONG SAID WEST LINE TO THE NORTHWEST CORNER OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION; THENCE EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER AND THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION TO THE WEST LINE OF SAID SHORT PLAT; THENCE NORTH ALONG THE WEST LINE OF SAID SHORT PLAT TO THE POINT OF BEGINNING.

TOGETHER WITH AND SUBJECT TO EASEMENTS AS SHOWN ON SAID REAL ESTATE CONTRACT RECORDED APRIL 29, 1987.

of dwellings or a change in the existing uses within the parcel. Structures accessory to existing facilities, such as fences, sheds and the like, which are commonly used in the area for such residential and associated domestic uses, will be permitted with the prior approval of the Forest Service.

E. Agricultural uses in accordance with good husbandry practices are limited to horse, cattle raising or equivalent livestock, pasture, cropland, small woodlots, orchards, Christmas tree farms, and groves. Horses and cattle or equivalent livestock production shall be limited to fifty head per year, it being the intent not to engage in intensive feed lot production. Structures accessory to existing facilities, such as fences, sheds and the like, commonly used in the area for agricultural uses will be permitted with the prior approval of the Forest Service.

F. Domestic use of dead, dying or down trees for firewood or other uses on the property. The cutting and disposal of scrub trees, brush, and similar material for aesthetic and landscaping purposes is permitted.

G. Conversion of the acreage now in brush to agricultural use will be permitted with the prior approval of the Forest Service.

Part III - General Provisions

A. A general purpose of this easement is to preserve and maintain the regular uses of the property as they existed at the time of this instrument except for rights specifically reserved in Part II. "EXHIBIT A", which is attached and appended to this instrument, generally depicts the number and location of structures and facilities as of the date of this instrument.

B. For any activity by the Grantor which requires prior approval by the Forest Service, such approval will be at the sole discretion of the authorized Forest Service official. In general, approval will be determined on the basis of whether the proposed activity or improvement is compatible with the conservation of the scenic, cultural, recreational, and natural resources of the Columbia River Gorge National Scenic Area. In making such a determination, the Forest Service shall utilize the same standards of compatibility as are applied to activities on private lands elsewhere within the Special Management Areas of the Columbia River Gorge National Scenic Area. Any activity determined to be incompatible shall be prohibited and shall be construed as a right having been acquired by the United States pursuant to this instrument.

C. The Grantor has an affirmative obligation to make reasonable repairs and reasonably maintain the Property, and to preserve its existing aesthetic characteristics. This obligation includes, but is not limited to, not placing any signs or billboards on the Property (except for sale or rent, no trespassing, or for identifying the owner), and not allowing the accumulation of trash, debris or other unsightly materials. Buildings and grounds will be

reasonably maintained in an attractive appearance, and buildings will utilize, to the extent possible, natural, grey or earth-toned colors and nonreflective finishes and materials. Dead or dying trees and shrubs shall be reasonably disposed of or pruned in accordance with good husbandry practices. Grantors' practices existing on the date of this instrument shall be deemed to comply with the requirements of this paragraph. Grantor shall not be required by this instrument to repaint or change colors or finishes on existing structures or buildings, but will conform with this provision when such activities are undertaken in the future.

D. Public use and entry is not permitted on the Property. However, representatives and agents of the United States are empowered to make reasonable entry upon such land for purposes related to administering this instrument. The Grantor will be given 24 hours advance notice of any entry unto the Property by the agents or assigns of the United States, except for emergency situations where such advance notice as is practical will be given to Grantors. No authorization is granted to the United States for the entry into structures or personal property without the permission of the Grantor, her successors or assigns, except under applicable law.

E. This conveyance to the United States of America is authorized by federal law and is in furtherance of the purposes of Public Law 99-663 (100 Stat. 4274) which created the Columbia River Gorge National Scenic Area. However, any future disestablishment or other modification of the Columbia River Gorge National Scenic Area shall in no way affect the property rights acquired herein by the United States. The acquiring agency of the United States is the Forest Service, United States Department of Agriculture. Any rights acquired by the United States, including those expressly acquired in the name of the Forest Service, are fully assignable to any other entity by the Secretary of Agriculture or by Act of Congress.

F. Nothing in this deed shall prevent the Grantor, her successors and assigns, from selling or mortgaging the property subject to the rights acquired herein by the United States; provided, however, said property shall not be subdivided, or disposed of as smaller tracts.

G. All uses of the property, including those rights reserved in Part II by the Grantor, shall conform with all provisions which are or may be in effect of the Interim Guidelines promulgated by the Forest Service pursuant to section 10 of the Act, Guidelines for Land Use Ordinances issued pursuant to section 8 of the Act, and any zoning ordinances which may apply to this property. In the event that a specific provision of this easement is more restrictive on the use and development of the property than the above referenced Guidelines or ordinances, the provisions of this easement shall prevail.

H. All rights, title, and interests in the property not expressly and specifically reserved by the Grantor shall be deemed to be acquired by the United States, and uses of the property not specifically reserved shall be deemed prohibited.

I. The Grantor and the United States agree that any ambiguities regarding the terms and conditions of this easement shall be resolved in a manner which best effects the overall conservation and public purpose of Public Law 99-663.

J. The United States shall have the right to make surveys, plats, take photographs and prepare such other documentation as may be necessary or desirable to administer the provisions of this instrument. Any such map, plat or other suitable document may be recorded at the discretion of the Forest Service in the land records of the respective county wherein the property is located.

K. The provisions of this easement are enforceable in law or equity by the United States, its successors or assigns.

L. The term "Grantor" shall apply to the present grantor, her heirs, successors or assigns.

TO HAVE AND TO HOLD, the herein described estate in land and rights unto the United States, its successors or assigns forever. The rights conveyed herein shall run with the land and constitute a perpetual servitude thereon. The Grantor covenants that she and her successors in interest will warrant and defend unto the United States the quiet and peaceable use and enjoyment of this land against all claims and demands.

IN WITNESS WHEREOF, the Grantor has hereunto set her hand and seal on the day and year first above written.

By

CAROLINE I. STOVNER

ACKNOWLEDGMENT

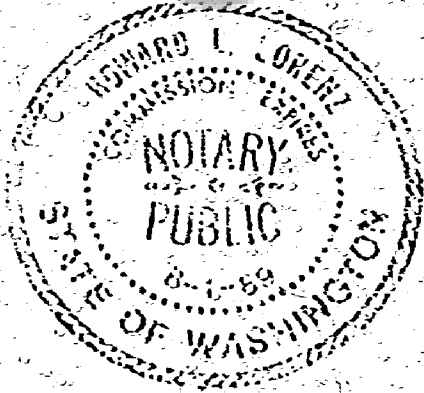
STATE OF WASHINGTON)

County of Clark)

SS.

On this day personally appeared before me CAROLINE I. STOVNER, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 23 day of April, 1988.



Howard L. Cohen
Notary Public in and for the State of
Washington,
Residing at Canoe

AUDITOR
GARY M. OLSON

MAY 17 2 06 PM '88

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SKAMANIA CO. WASH.
BY SKAMANIA CO. TITLE