

BOOK 109 PAGE 922

FILED FOR RECORD
S. KRAMANIAN CO. WASH.
BY J. J. J.
MAY 13 4 25 PM '80

PAID 10/1/68

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FILED BY
SKAMANIA CO. TITLE

Georgia J. Kimmel, Skamania County Assessor
By: ~~DM~~ Parcel # 1-5-18-4015402-402-86

Part I - Property Description

A parcel of land situated in the Southeast Quarter of Section 18, Township 1 North, Range 5 East of the Willamette Meridian, Skamania County, Washington, described as follows:

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 South line of said Section 18; thence East along said South line a distance of 1319.12 feet to an iron pipe; thence North $01^{\circ}21'31''$ East a distance of 2075.42 feet to the Point of Beginning.

Together with a non-exclusive easement for ingress and egress over and across the private roadway known as Turk Road being a 60 foot roadway as shown on the Sharleen James Short Plat recorded in Book 3 of Short Plats on page 65 and a non-exclusive easement over and across Sharleen Road as shown on said Short Plat.

Part II - Reservations of Rights by Grantors

All right, title and interest in property is vested in the United States except that specifically and expressly reserved unto the Grantors. The rights reserved with associated terms and conditions are as follows:

A. Record title to the Property.

B. The present pre-existing regular uses of the property, including ownership and continued residential use of the existing structures and associated domestic uses such as gardening and landscaping within the curtilage. As of the date of this instrument, the pre-existing regular uses in the vicinity of the modular dwelling are for homesite purposes and associated outbuildings, including a garage and a shed. The existing orchard to the north of the homesite area is used for pasture with a barn and associated facilities for raising horses. The area contiguous to the south of the homesite is in pasture and cropland and shall remain so in the future.

C. The right to replace the existing 2-bedroom modular home with a 3-bedroom modular home on the same location. Information on the design and appearance of the substitute modular dwelling is to be submitted in advance of placement for review and approval by the Forest Service.

D. The right to replace the existing modular home, or its substitute, as provided above, with a new structure built on-site at the location shown on the attached "EXHIBIT A" is authorized. The size of authorized on-site new structure shall not exceed 2,250 sq. feet measured by exterior dimensions, and shall be limited to two stories not exceeding 32 feet in height. Architectural design and appearance of the new dwelling shall be submitted in advance for review and approval by the Forest Service.

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E. The removal and installation of the modular home for use as an additional dwelling in the vicinity of the original homestead dwelling, the general location being indicated on said "EXHIBIT A", is authorized, the intent being that use of the modular dwelling be limited to housing for a farm manager or other farm employee. In the event such removal and installation should be determined, in agreement with the Forest Service, to be physically or economically impractical, an on-site residential structure of similar size and square footage may be constructed in substitution for the modular dwelling.

F. The existing structures may be remodeled, repaired or replaced so long as the remodeling, repairs or replacement are substantially in and of the same location, size and architectural design. Proposals for changes in the architectural design and appearances of the structures shall be submitted in advance for review and approval by the Forest Service. Other than the new home and the use of the modular dwelling reserved in paragraphs D and E, there shall not be an increase in the number or size of existing dwellings or a change in the existing uses within each 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.

G. Agricultural uses in accordance with good husbandry practices are limited to horse and cattle raising, pasture, cropland, small woodlots, orchards, Christmas tree farms, and groves. Horses and cattle production shall be limited to a maximum of sixty-five 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.

H. 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.

I. The right to construct an access road from Marble Road at the south edge of the property to the area of the replacement residence on the general alignment indicated on EXHIBIT "A", subject to Forest Service review of the final alignment and construction specifications prior to actual construction.

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 Grantors which requires prior approval by the Forest Service, such approval will be at the sole discretion of the authorized

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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 Grantors have 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. Grantors 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 Grantors 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 Grantors, their 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 Grantors, their 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 Grantors, 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.

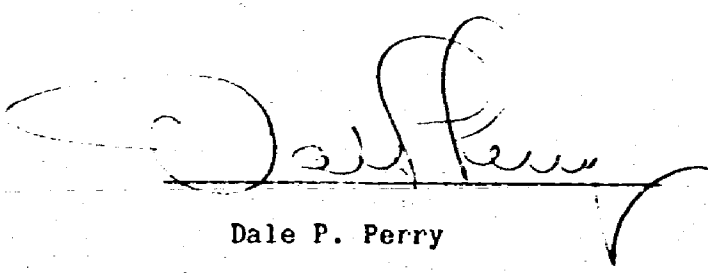
J. The United States shall have the right to make surveys, plats, take photographs and prepare such other documentation as may be necessary or desirable to administer the provisions of this instrument. Any such map, plat or other suitable document may be recorded at the discretion of the Forest Service 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" or "Grantors" shall apply to the present grantors, their 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 Grantors covenant that they and their 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 Grantors have hereunto set their hand and seal on the day and year first above written.


Dale P. Perry


Sandra M. Perry

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BOOK 109 PAGE 927

ACKNOWLEDGMENT

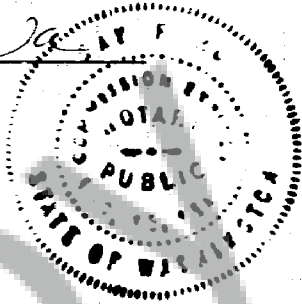
STATE OF WASHINGTON)
) ss.
County of Skamania)

On this day personally appeared before me DALE P. PERRY and SANDRA M. PERRY, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 13th day of May, 1988.

[Signature]
Notary Public in and for the State of
Washington,
Residing at *Garson, Wa.*

B-15-89





DEVELOPMENT SKETCH

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

105148

105363

CORRECTION: BOOK 109 PAGE 463
THIS DOCUMENT HAS BOOK 109 PAGE 922
BEEN RE-FILED

Exempt
Indexed
Indirect
Filed 5-21-88
Mailed 5-27-88

COLUMBIA RIVER GORGE NATIONAL SCENIC AREA
EASEMENT DEED

FILED FOR RECORD
SKAMANIA CO. WASH
BY SKAMANIA CO. TITLE
MAY 13 4 25 PM '88

THIS EASEMENT DEED made this 13th day of May, 1988, by and between DALE P. PERRY and SANDRA M. PERRY, husband and wife, (hereinafter called the GRANTORS), and the UNITED STATES OF AMERICA, (hereinafter called the UNITED STATES), by and through the Forest Service, Department of Agriculture

WHEREAS, Public Law 99-663 (100 STAT. 4274), hereinafter the "Act", established the Columbia River Gorge National Scenic Area in order to protect and provide for the enhancement of scenic, cultural, recreational, and natural resources of the Columbia River Gorge, and

WHEREAS, the Secretary of Agriculture, acting by and through the Forest Service, is directed by the Act to administer as a national resource the lands and waters within the said scenic area, and is authorized by section 9 of the Act to acquire private lands and interests in lands to achieve the purposes of the Act, and

WHEREAS, the Grantors are owners of a certain tract of land lying within the boundaries of the Columbia River Gorge National Scenic Area, and

WHEREAS, the Grantors and United States mutually agree that the purpose of this easement is to retain the regular existing uses being made of each parcel of the property at the time of this conveyance, plus those additional rights expressly reserved herein.

NOW THEREFORE, the Grantors, for and in consideration of TWO HUNDRED THOUSAND EIGHT HUNDRED DOLLARS (\$200,800.00), and other valuable consideration including the covenants contained herein, do hereby grant and convey unto the United States and its successors or assigns, with general warranty of title, a perpetual estate and easement comprising all right, title and interest in the lands described in Part I, (hereinafter the "Property") except those rights and interests as specifically reserved to the Grantors in Part II. The restrictions and covenants contained in this instrument shall constitute a perpetual servitude on and run with the property. The Grantors covenant with the United States on behalf of themselves and their heirs, successors and assigns, to do and refrain from doing, severally and collectively, upon the property, the various acts hereinafter mentioned, it being hereby agreed that the conformance with the herein contained terms and conditions is and will be for the benefit of the said Columbia River Gorge National Scenic Area so as to help accomplish the purposes for which the Area has been established by Public Law 99-663.

Grange J. Kimmel, Skamania County Assessor
By: [Signature] Parcel 1-S-18-4015-402-1-502-00

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JUN 13 1988
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FILED BY
SKAMANIA CO. TITLE

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REAL ESTATE EXCISE TAX
PAID

Part I - Property Description

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Part II - Reservations of Rights by Grantors.

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B. The present pre-existing regular uses of the property, including ownership and continued residential use of the existing structures and associated domestic uses such as gardening and landscaping within the curtilage. As of the date of this instrument, the pre-existing regular uses in the vicinity of the modular dwelling are for homesite purposes and associated outbuildings, including a garage and a shed. The existing orchard to the north of the homesite area is used for pasture with a barn and associated facilities for raising horses. The area contiguous to the south of the homesite is in pasture and cropland and shall remain so in the future.

C. The right to replace the existing 2-bedroom modular home with a 3-bedroom modular home on the same location. Information on the design and appearance of the substitute modular dwelling is to be submitted in advance of placement for review and approval by the Forest Service.

D. The right to replace the existing modular home, or its substitute, as provided above, with a new structure built on-site at the location shown on the attached "EXHIBIT A" is authorized. The size of authorized on-site new structure shall not exceed 2,250 sq. feet measured by exterior dimensions, and shall be limited to two stories not exceeding 32 feet in height. Architectural design and appearance of the new dwelling shall be submitted in advance for review and approval by the Forest Service.

E. The removal and installation of the modular home for use as an additional dwelling in the vicinity of the original homestead dwelling, the general location being indicated on said "EXHIBIT A", is authorized, the intent being that use of the modular dwelling be limited to housing for a farm manager or other farm employee. In the event such removal and installation should be determined, in agreement with the Forest Service, to be physically or economically impractical, an on-site residential structure of similar size and square footage may be constructed in substitution for the modular dwelling.

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I. The right to construct an access road from Marble Road at the south edge of the property to the area of the replacement residence on the general alignment indicated on EXHIBIT "A", subject to Forest Service review of the final alignment and construction specifications prior to actual construction.

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 Grantors 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.

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F. Nothing in this deed shall prevent the Grantors, their 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 Grantors, 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.

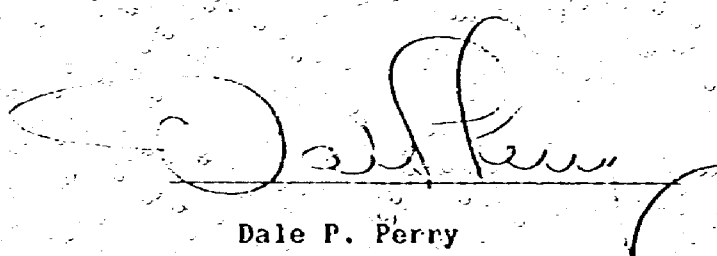
J. The United States shall have the right to make surveys, plats, take photographs and prepare such other documentation as may be necessary or desirable to administer the provisions of this instrument. Any such map, plat or other suitable document may be recorded at the discretion of the Forest Service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

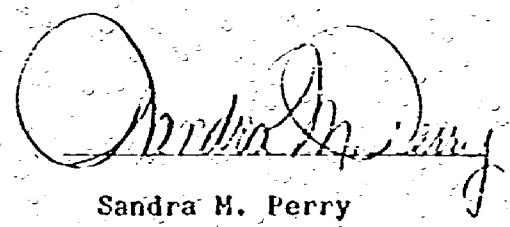
K. The provisions of this easement are enforceable in law or equity by the United States, its successors or assigns.

L. The term "Grantor" or "Grantors" shall apply to the present grantors, their 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 Grantors covenant that they and their 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 Grantors have hereunto set their hand and seal on the day and year first above written.


Dale P. Perry


Sandra M. Perry

BOOK 109 PAGE 468
BOOK 109 PAGE 927

ACKNOWLEDGMENT

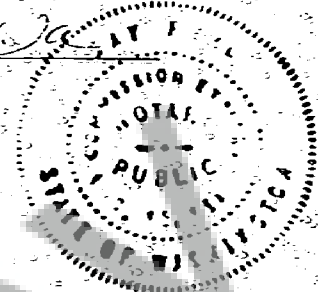
STATE OF WASHINGTON)
) ss.
County of Skamania)

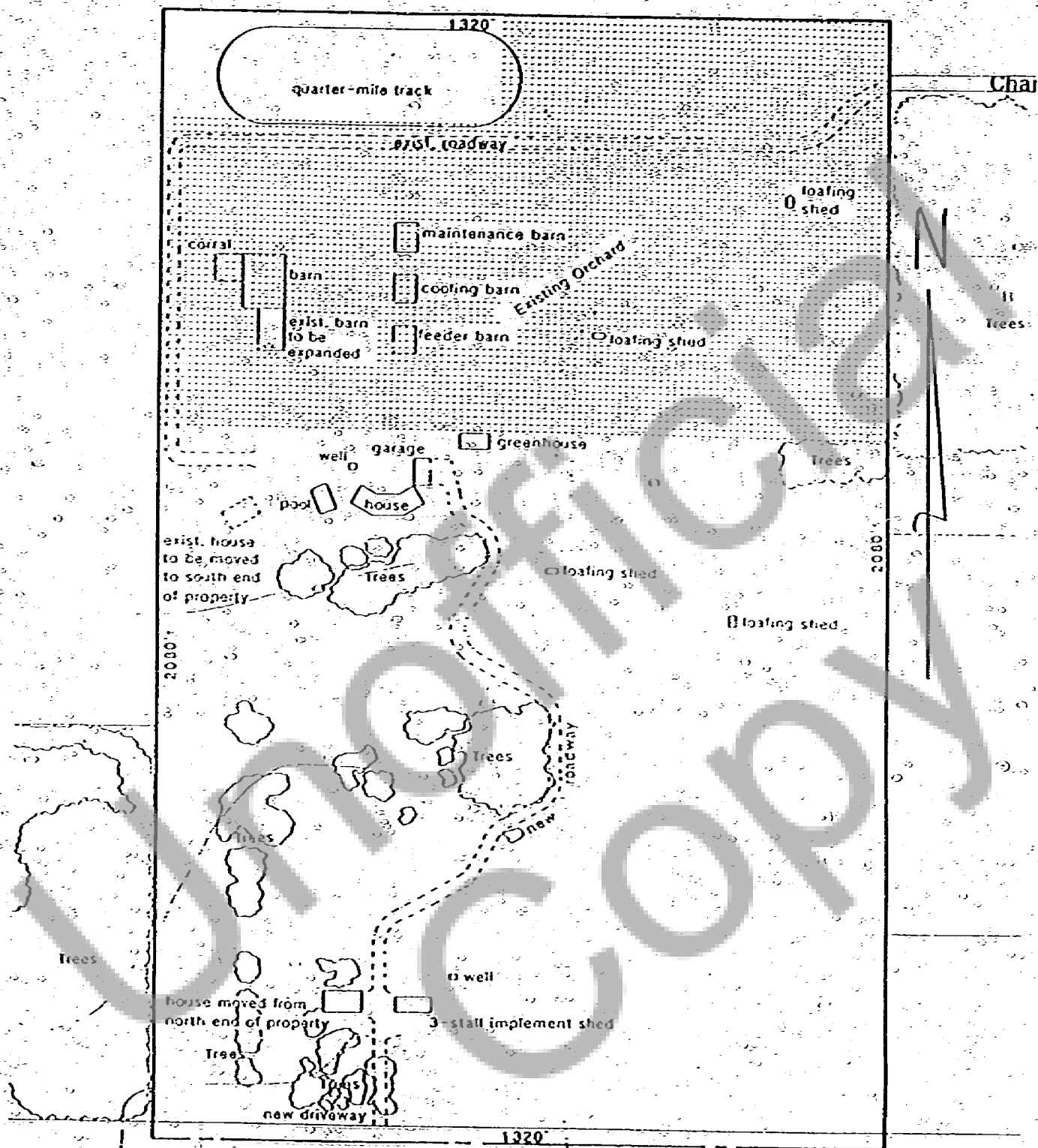
On this day personally appeared before me DALE P. PERRY and SANDRA M. PERRY, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 13th day of May, 1988.

Dale P. Perry
Notary Public in and for the State of
Washington,
Residing at Clatskanie, WA

8-15-89





DEVELOPMENT SKETCH