

108672

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COLUMBIA RIVER GORGE NATIONAL SCENIC AREA
EASEMENT DEED

THIS EASEMENT DEED made this 29TH day of JANUARY, 1990, by and between KARL ABBUEHL, as his separate estate, an undivided 1/2 interest, VIRGINIA ALEXANDER, as her separate estate, an undivided 1/4 interest, AND WILLIAM COWAN, as his separate estate, an undivided 1/4 interest, (hereinafter called the GRANTOR), 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 Grantor is owner of a certain tract of land lying within the boundaries of the Columbia River Gorge National Scenic Area, and

WHEREAS, the Grantor 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 Grantor, for and in consideration of \$469,000 (FOUR HUNDRED SIXTY NINE THOUSAND DOLLARS) 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 Grantor 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.

Part I - Property Description

The S1/2S1/2SW1/4SE1/4, Section 8, Township 1 North, Range 5 East, and the NE1/4 of Section 17, Township 1 North, Range 5 East of the Willamette Meridian, Skamania County, Washington. EXCEPT the following:

Registered
Indexed, Original
Indexed
Filed 2-2-90
ALH:BJ

SK-15214

01-05-17-0-0-0100-00, 06, 89

-1-

13323

REAL ESTATE EXCISE TAX

FEB 2 1990

PAID Exempt
William J. Cornwell
COUNTY CLERK

Glenda J. Kimmel, Skamania County Assessor
By: APR Parcel # 1-5-17-100-100-061
2-1-90

BEGINNING at a point 436 feet north of the northwest corner of the Southwest Quarter of the Northwest Quarter of said section 17; Thence north 560 feet; Thence east 506 feet; Thence west 506 feet to the point of beginning.

ALSO EXCEPTING commencing at the southeast corner of the above exception; Thence south 32 feet; Thence west 232 feet; Thence north 32 feet to the south line of the above exception; Thence east along the south line of the above exception 232 feet to the point of beginning.

Part II - Reservations of Rights by Grantor

All right, title and interest in property is vested in the United States except that specifically and expressly reserved unto the Grantor. 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 agricultural uses being 129 acres in farm land, with a residence, machine shed, three barns, and 34 acres in woodlot. At the time of this easement, the right is acknowledged that construction of an additional dwelling for use in conjunction with the management of the property in the immediate vicinity of the existing homesite is consistent with the terms of this document. The final approval of said additional residence requires review by the responsible Commission or Agency responsible for Special Management Reviews. Additional rights recognized include ownership and continued uses of the property as well as associated domestic uses such as gardening and landscape within the curtilage. The agricultural land and the barn with associated facilities are to be utilized for the raising of horses, cows, and hay.

C. The right to construct the additional residence acknowledged in paragraph B above is limited to a single level structure not to exceed 2,000 square feet measured by exterior dimensions built on the location shown on the attached Exhibit "A". Architectural design and appearance of all structures are to be submitted in advance for review and approval by the Forest Service.

D. Agricultural uses in accordance with good husbandry practices are limited to horse, cattle, and other livestock raising, pasture, cropland, small woodlots, orchards, bush fruits, Christmas tree farms, horticultural areas (nurseries), and groves. Livestock production shall be limited to 160 head of horses or cattle, or their equivalent, 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.

E. 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.

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 confirm 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, 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 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" 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.

By Karl Abbuehl
KARL ABBUEHL

By Virginia Alexander
VIRGINIA ALEXANDER

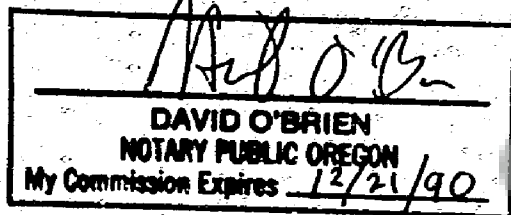
By William Cowan
WILLIAM COWAN

ACKNOWLEDGMENT

STATE OF WASHINGTON)
) ss.
COUNTY OF)

On this day personally appeared before me KARL ABBUEHL, as his separate estate, an undivided 1/2 interest, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 24th day of January, 1990.



David O'Brien
Notary Public in and for the State of
Washington, OREGON
Residing at Hood River

ACKNOWLEDGMENT

STATE OF WASHINGTON)
) ss.
COUNTY OF)

On this day personally appeared before me VIRGINIA ALEXANDER, as her separate estate, an undivided 1/4 interest, 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 25th day of January, 1990.



Peggy B. Lowmy
Notary Public in and for the State of
Washington,
Residing at Carson
My Commission Expires 2/25/91

ACKNOWLEDGMENT

STATE OF NEW JERSEY)
COUNTY OF Camden) ss.

On this day personally appeared before me WILLIAM COWAN, as his separate estate, an undivided 1/4 interest, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 29 day of January, 1990.

William L. Cowan
Notary Public in and for the State
Washington,
Residing at Cherry Hill
My Commission Expires July 12, 1991

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

FEB 14 07 PM '90
J. Lowry
FOR
GARY M. OLSON

SCENIC EASEMENT

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EXHIBIT A

