

CONSENT AND SUBORDINATION AGREEMENT

WHEREAS, Ross Nelson and Dolores P. Nelson, husband and wife, are the owners of real estate, described on Exhibit A, attached hereto and made a part hereof by reference (the "Premises"); and,

WHEREAS, the Federal Land Bank of Spokane, predecessor in merger to Farm Credit Bank of Spokane, holds a mortgage against the Premises which was first recorded on May 9, 1975, as Instrument No. 79239, real property records of Skamania, Washington; and,

WHEREAS, said mortgage, was reamortized February 4, 1983, recorded February 17, 1983, recording number 95400 in the above-referenced county and state; and

WHEREAS, said mortgage was assumed on November 5, 1986 by Ross Nelson and Dolores P. Nelson; and

WHEREAS, Ross Nelson and Dolores P. Nelson which to enter into a conservation easement with United States of America, hereinafter, the "United States," by and through the Forest Service, Department of Agriculture, which easement would pertain to the Premises; and

WHEREAS, in order to create a valid and legally binding conservation Easement, the terms of said easement must be consented to by both the mortgagor and the mortgagee of the Premises.

NOW, THEREFORE, in consideration of ten dollars (\$10) and other good and valuable consideration and the promises and covenants contained herein, it is agreed as follows:

1. Ross Nelson and Dolores P. Nelson and the United States will execute a Deed of conservation Easement, a copy of which is attached as Exhibit B, attached hereto and made a part hereof by reference (the "Easement").
2. Farm Credit Bank of Spokane hereby agrees that its interest as mortgagee in the Premises will be subject to the terms and conditions of the Easement except as provided for herein:

FILED IN RECORDS OF THE COUNTY OF SKAMANIA, WASH.  
BY SKAMANIA COUNTY RECORDER  
Nov 14 4 02 PM '90  
GARY NELSON  
The parties hereto covenant and agree that the obligation to make reasonable repairs and reasonably maintain the property, and to preserve its aesthetic characteristics may be enforced only against Grantor, its successors and assigns. Farm Credit Bank of Spokane shall not be joined as a party defendant in any lawsuit seeking restoration of land nor shall lender be liable for any damages, fees or costs of any kind unless the damage was caused by such lenders' agents, servants or employees.

B. Farm Credit Bank's above-referenced mortgage shall have priority over any judgement entered for any costs, fees or damages under this easement.

1.

13985

Exempt  
deputy

52/609

Entered into this 18 day of October, 1990.

D. Randy Sullivan  
Mortgages Autogen PCCB

Ross Nelson  
Grantor: Ross Nelson

Dolores P. Nelson  
Grantor: Dolores P. Nelson

STATE OF Washington )  
County of Lewis ) ss.

On this 18 day of October, 1990, before me personally appeared D. Randy Sullivan, known to me to be the authorized agent of the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same as its free act and deed; and each on oath stated that he was authorized to execute said instrument.

Donna J. Man  
Notary Public for the State of WA,  
residing at Chelalis WA,  
My commission expires 9/15/93

STATE OF Washington )  
County of Clark ) ss.

On this 19<sup>th</sup> day of November, 1990, before me personally appeared Ross Nelson and Dolores P. Nelson, husband and wife, known to me to be the persons described in and who executed the within instrument, and acknowledged that they executed the same as their free act and deed.

[Signature]  
Notary Public for the State of Washington,  
residing at Washington,  
My commission expires 8-9-92



EXHIBIT A

WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON

T. 1 N., R. 5 E., W.M.

Section 17, portion of the NE1/4SW1/4.

Parcel more particularly described as follows:

Beginning at the Northeast corner of the Southwest quarter of the said Section 17; thence West 80 rods; thence South 64 rods; thence East 80 rods; thence North 64 rods to the Point of Beginning; EXCEPT the North 4 rods thereof.

ALSO EXCEPTING THEREFROM that parcel of land conveyed to Skamania County for road purposes, in Deed recorded July 21, 1973, under Auditor's File No. 76230, in Book 65, at page 373.

COLUMBIA RIVER GORGE NATIONAL SCENIC AREA  
EASEMENT DEED

THIS EASEMENT DEED made this 25th day of June, 1990, by and between ROSS NELSON, and DOLORES P. NELSON, husband and wife, (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 \$68,500 (SIXTY EIGHT THOUSAND FIVE HUNDRED 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

A Tract of land in the Northeast Quarter of the Southwest Quarter of Section 17, Township 1 North, Range 5 East of the Willamette Meridian, Skamania County, Washington. Described as follows:

BEGINNING at the Northeast Corner of the Southwest Quarter of said Section 17; Thence West 80 Rods; Thence South 64 Rods; Thence East 80 Rods; Thence North 64 Rods, more or less, to the point of beginning; EXCEPT the North 4 Rods thereof.

13936

JUN 15 1990

Exempt

Ad. duty

Glenda J. Kimmel, Skamania County Assessor  
By: JLC Parcel # 1-5-17-900



Also, EXCEPTING THEREFROM that parcel of land conveyed to Skamania County for road purposes, in Deed recorded July 21, 1973 under auditor's file No. 76230 in Book 65 at Page 373.

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, being about 25.0 acres in farmland, and 5.00 acres in residence, woodlot, together with a machine shed, and barn. At the time of this easement, the right is acknowledged that construction of an additional barn and a pond for use in conjunction with the management of the property within the existing homesite area is within the terms of this easement. The agricultural land and the barn with associated facilities are to be utilized for the raising of horses, cows, and hay.

C. The existing residence may be remodeled or replaced on the same foundation but shall not exceed 2200 square feet as measured by external dimensions and shall be limited to two stories not exceeding 24 feet in height, of the same architectural design, and in the same location. The existing structures may be remodeled, repaired or replaced as long as remodeling, repairs, and replacement are substantially in and of the same location, size and architectural design. The right to construct the barn acknowledged in paragraph B above is limited to a single level structure not to exceed 1200 square feet measured by exterior dimensions built on the location shown on the attached Exhibit "A". Proposals for remodeling or replacement shall be submitted in advance for review and approval for consistency with the Gorge Legislation by the Forest Service. Also any accessory to existing facilities, such as fences, sheds, wells, utilities, and the like, which are commonly used in the area for such residential and associated domestic uses, must have the prior approval of the Forest Service.

D. 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, 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 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, 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 *Dolores P. Nelson*  
DOLORES P. NELSON

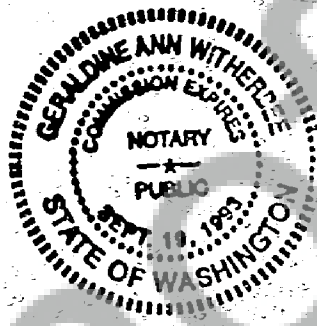
By *Ross Nelson*  
ROSS NELSON

ACKNOWLEDGMENT

STATE OF WASHINGTON )  
COUNTY OF Clark ) ss.

On this day personally appeared before me ROSS NELSON, and DOLORES P. NELSON, husband and wife, 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 25<sup>th</sup> day of June, 1990.



*Geraldine Ann Withersbee*  
Notary Public in and for the State of  
Washington,  
Residing *Brush Prairie*

Checked as to consideration, acreage, description and conditions. Dated  
this 25<sup>th</sup> day of June, 1990.

*Carol L. Ingraham*



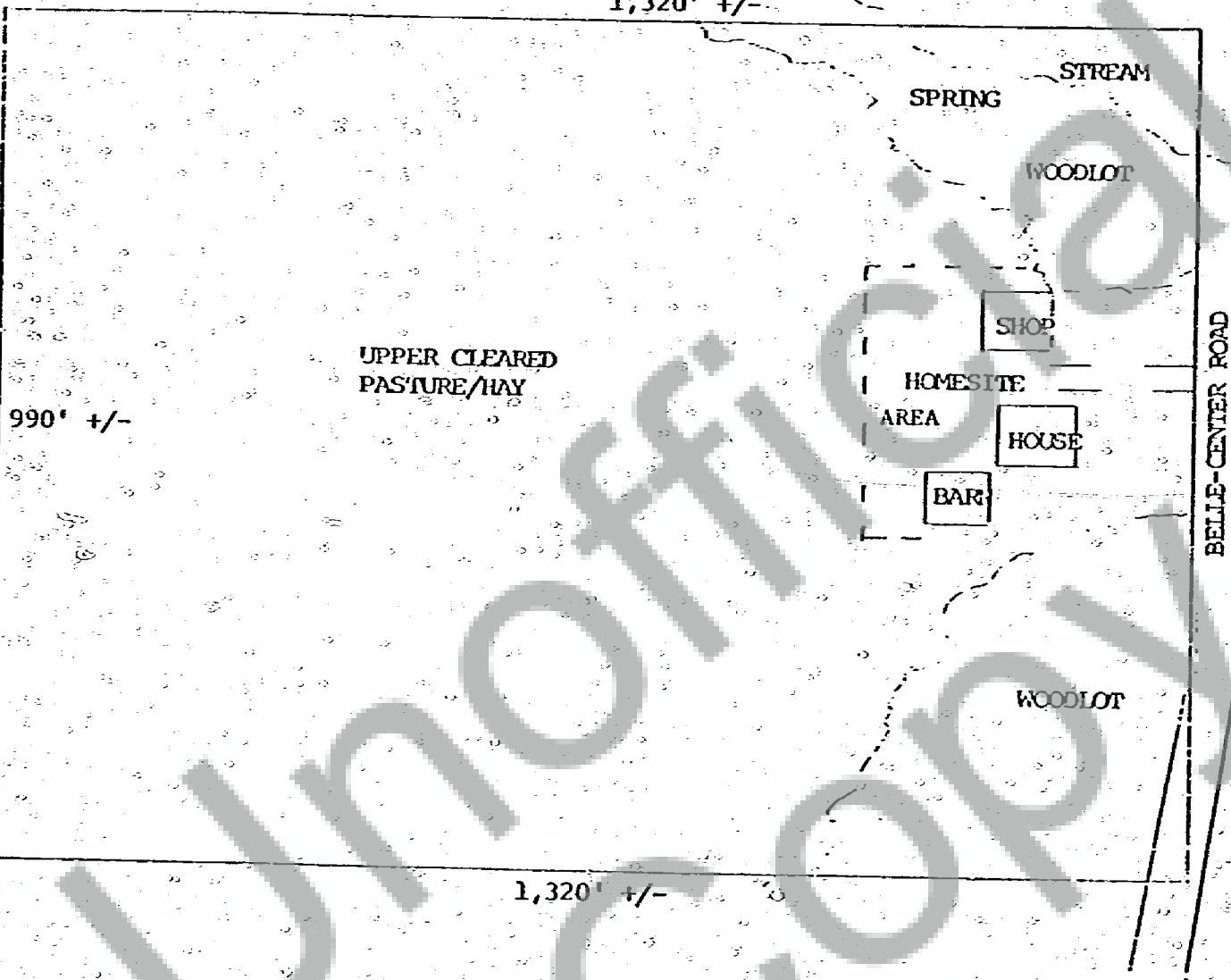
SITE DIAGRAM

NELSON PROPERTY

SCALE: 1" = 200 FT

EXHIBIT A

1,320' +/-



1,320' +/-

NOTE: The terms of this easement allow an additional barn to be constructed within the designated HOMESITE AREA.