

WHEN RECORDED MAIL TO:

Trust for Public Land
1211 SW 6th Avenue
Portland, OR 97204

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

MAR 28 11 36 AM '94
P. Savoy
AUCTION
GARY H. OLSON

SCR 19467

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119018

BOOK 142 PAGE 112

COLUMBIA RIVER GORGE NATIONAL SCENIC AREA
EASEMENT DEED

THIS EASEMENT DEED made this 15th day of MAR, 1994, by and between DALE L. GRAMS, a single man, (hereinafter called the GRANTOR), and the Trust for Public Land.

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 and the Trust for Public Land intend (but not as a condition of this deed) that the rights conveyed hereunder will be eventually held by the United States of America, by and through the Forest Service, Department of Agriculture, for 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 Trust for Public Land 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 valuable consideration including the covenants contained herein, does hereby grant and convey unto the Trust for Public Land and its successors or assigns, with general warranty of title, a perpetual estate and easement comprising all right, title and interest in the lands

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Indexed, Dir
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687910

REAL ESTATE EXCISE TAX

MAR 28 1994
PAID 2502.40

[Signature]
SKAMANIA COUNTY TREASURER

Glenn J. Kimball, Skamania County Assessor
By: D.L. Parcel # 1-5-17-14-00

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 Grantor covenant with the Trust for Public Land and its successors and assigns on behalf of himself and his 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

That part of the Southwest Quarter of Section 17, T. 1 N., R 5 E., W.M., Skamania County, Washington, more particularly described as follows:

Beginning at the Southwest Corner of the said Section 17; thence East 2,651.6 feet to the Quarter Corner on the South line of the said Section 17; thence North 1,584 feet along the Quarter Section line running North and South through the center of the said Section 17; thence West 1,335 feet to the West line of the Northeast Quarter of the Southwest Quarter of the said Section 17; thence South 170 feet; thence West 930 feet; thence Southwesterly 429 feet to a point on Public Road 1,254 feet North of the point of beginning; thence South 1,254 feet to the point of beginning.

EXCEPT the following described tract: Beginning at a point 20 Rods East of the Southwest Corner of said Section 17; thence North 10 Rods; thence East 6 Rods; thence South 10 Rods; thence West to the point of beginning; AND EXCEPT that portion of the Southwest Quarter of the said Section 17, lying Southerly of State Road 14 as presently located and established.

Part II. - Reservations of Rights by Grantor

All right, title and interest in property is vested in the Trust for Public Land and its successors and assigns except that specifically and expressly reserved unto the Grantor. The rights specifically reserved, with associated terms and conditions, are as follows:

A. Record title to the Subject Property.

- B. The right to use the Subject Property in ways that are consistent with the agricultural uses of the Subject Property provided that any or all use(s) shall not violate the conservation spirit and intent of the easement conveyance and are in accordance with all applicable laws, regulations, ordinances and orders set forth in Chapter 1 of the Management Plan of the Columbia River Gorge National Scenic area, adopted February 13, 1992. All proper permits and licenses shall be obtained and approved when necessary in accordance with County Ordinances and with concurrence by the Trust for Public Land or its successors and assigns.
- C. The right to use and maintain, in the same location and of the same dimensions as exist at the time of the easement conveyance, all existing structures that relate to the current agricultural uses described in item B above.
- D. The right to maintain and use on a residential basis the existing single family residential home as currently located on the Subject Property and complete a detached garage on the existing foundation, provided, that the Grantor shall be permitted to construct a new single family residence per concurrence of the Trust for Public Land or its successors and assigns, and in accordance with County Ordinances, on the existing site or a new site on the Subject Property if requested, on the condition that the Grantor covenants to completely remove the existing single family residence and to completely clean up the site within six (6) months (or sooner if required by law) from the date of Grantor's receipt of an occupancy permit for the new single family residence. Concurrence of the Trust for Public Land or its successors and assigns will be based upon the standards enumerated in paragraph B, part II, and will not be unreasonably withheld.
- E. In the event of fire or other Casualty to the existing structures described above, Grantor shall have the right to repair or reconstruct said structures to the same condition and within 100 feet of the same location and within 110% of the same dimensions as existed at the time of the easement conveyance, provided that all plans for said repair or reconstruction are first approved in writing by an official representing the Trust for Public Land or its successors and assigns and completed in compliance with reasonable architectural standards prescribed by the Trust for Public Land or its successors and assigns consistent with Part II, Chapter Seven of the Management Plan of the Columbia River Gorge National Scenic Area Act adopted February 13, 1993. The Trust for Public Land or its successors and assigns' approval for such repair or restoration shall not be unreasonably withheld.

- F. The right to use and maintain the existing road(s) across the Subject Property, provided that the construction, use and maintenance of said road(s) does not materially impair the conservation values of the Subject Property. Grantor shall have the right to construct a new road to access a new single-family residence, provided any existing road(s) to the prior residence is returned to a natural condition and further provided the new road(s) is used and maintained in a manner which does not impair the conservation values of the Subject Property. All of these rights shall be approved by the Trust for Public Land or its successors and assigns, and will be based upon the standards enumerated in paragraph B, part II, and will not be unreasonably withheld.
- G. The right to use motorized equipment, including but not limited to, automobiles, tractors, farm equipments and lawn mowers, pursuant to the permitted use and maintenance of the Subject Property.
- H. The right to use the existing utility system, as well as the right to maintain same pursuant to the permitted uses of the Subject Property.
- I. The right to gather and cut naturally dead and down timber for firewood and domestic uses and to eliminate direct safety hazards to existing structures.
- J. The right to exclude public access over and across the Subject Property.
- K. The right to create a pond or other body of water no larger than six hundred (600) square feet.

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 and which are consistent with the rights specifically reserved in Part II, paragraph D. Exhibit "A" (2 pages), 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 Trust for Public Land or its successors and assigns, such approval will be at the sole discretion of the authorized official of the Trust for Public Land or its successors and assigns, and such approval shall not be unreasonably withheld. 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 Trust for Public Land or its successors and assigns 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 Trust for Public Land or its successors and assigns 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. However, this obligation to make reasonable repairs and maintain the Property shall not apply to the two story structure known as the "tree house," built in a tree, located in a grove of trees in the southwest corner of the Subject Property (identified as item # 11 on the inventory map). It is the intention of Grantor and the Trust for Public Land that the tree house shall either be removed by Grantor or allowed to disintegrate on a natural basis. 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 Trust for Public Land or its successors and assigns 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 Trust for Public Land, except for emergency situations where such advance notice as is practical will be given to Grantor. No authorization is granted to the Trust for Public Land and its successors and assigns for the entry into structures or personal property without the

permission of the Grantor, his heirs, successors or assigns, except under applicable law.

- E. The parties acknowledge that this conveyance is intended to be 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 Trust for Public Land and its successors and assigns. The Grantor acknowledges that the agency that the Trust for Public Land ultimately intends to acquire the rights conveyed hereunder 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, his heirs, successors and assigns, from selling or mortgaging the property subject to the rights acquired herein by the Trust for Public Land and its successors and assigns; 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 Trust for Public Land and its successors and assigns, and uses of the property not specifically reserved shall be deemed prohibited.
- I. The Grantor and the Trust for Public Land and its successors and assigns 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 Trust for Public Land and its successors and assigns 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 Trust for Public Land or its successors and assigns 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 Trust for Public Land and its successors and assigns.
- L. The term "Grantor" shall apply to the present grantor, his heirs, successors or assigns.

TO HAVE AND TO HOLD, the herein described estate in land and rights unto the Trust for Public Land, its successors or assigns forever. The rights conveyed herein shall run with the land and constitute a perpetual servitude thereon. The Grantor and defend unto the Trust for Public Land and its successors and assigns the quiet and peaceable use and enjoyment of this land against all claims and demands.

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

By *Dale L. Grams*
DALE L. GRAMS

ACKNOWLEDGMENT

STATE OF WASHINGTON
COUNTY OF

)
) ss.
)

On this day personally appeared before me DALE L. GRAMS, by his separate estate, 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 officials seal this MARCH 15 day of 1994.

D. JEAN SHAW
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
JUNE 25, 1996

Dale L. Grams
Notary Public in and for the
State of Washington
Residing 6-25-96

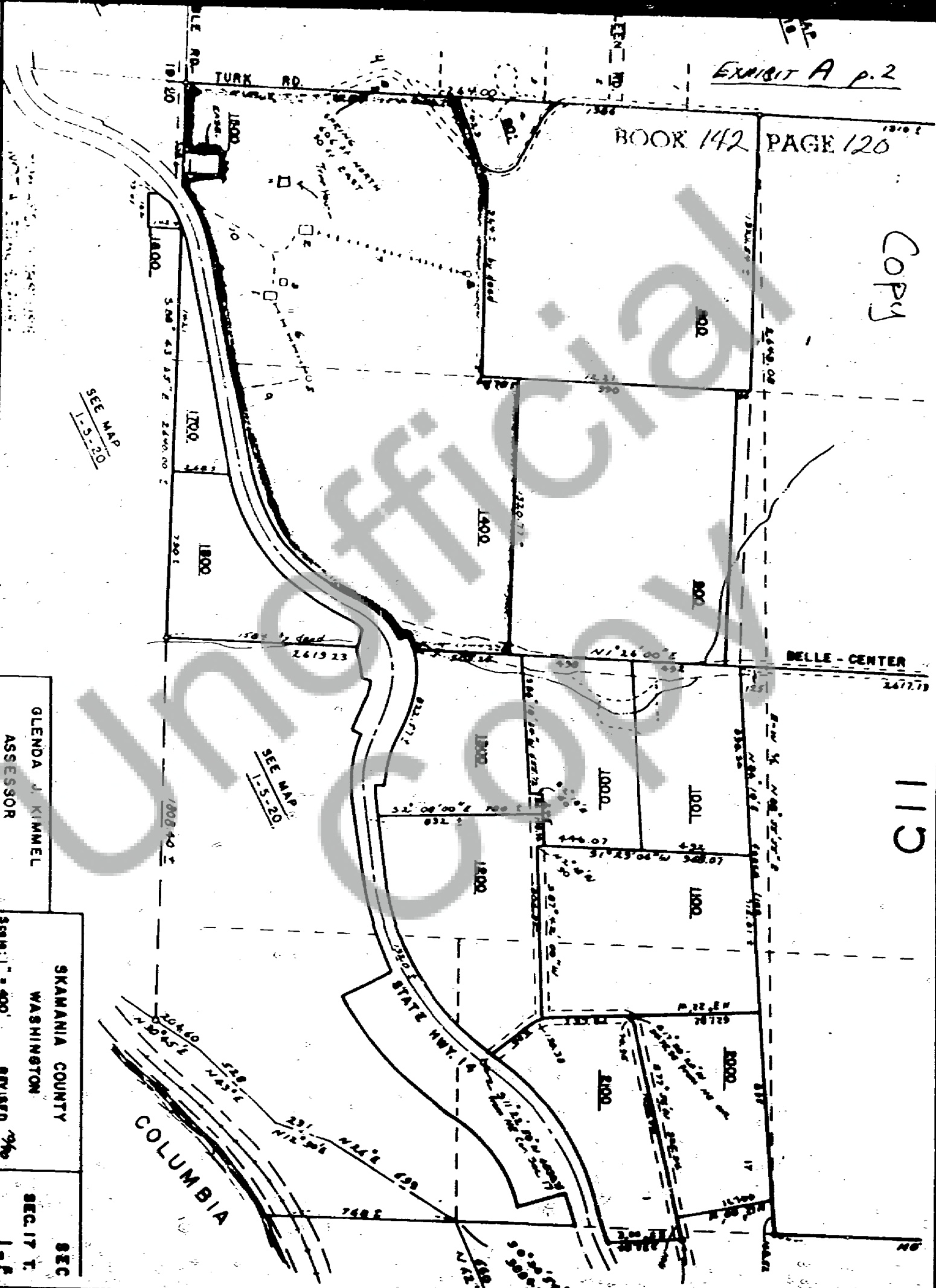
INVENTORY OF PERSONAL PROPERTY
OF DALE GRAMS - T1N, R5E, W.M., SEC. 17
SKAMANIA COUNTY ASSESSORS NO. 1400

1. Residence - A 27'5" x 44' split level residences.
2. Barn - A 36' x 60', two story barn.
3. Proposed Garage Location - The existing foundation is to be expanded if approved by the designated Land Use Administrator (County and/or Gorge Commission).
4. Water Spring House - A 8' x 12' block building serves several water user outside the property boundaries under easements.
5. Spring Well - A 30' foot deep well which will provide water to the Residence.
6. Underground Waterline - This waterline transmits water to the residence.
7. Proposed Underground Waterline - This waterline is proposed to provide water to the existing Barn and to provide irrigation for agriculture purposes.
8. Spring Well - This existing well will provide water to the Barn and an irrigation system for agriculture purposes sometime in the future.
9. Limited Used Road - This road is for maintenance of the Spring Well and underground waterline. Also for agriculture purposes.
10. Main Access Road - This road is the main access road to the residence and Barn.
11. Existing Tree House - A two story structure on stilts. Will be left in natural state and not renovated or re-built if destroyed.

EXHIBIT A p.2

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COPY



GLENDIA J KIMMEL
ASSESSOR

SKAMANIA COUNTY
WASHINGTON
REVISED 9/00

SEC 17 T.
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