

WHEN RECORDED MAIL TO:

USDA Forest Service
Columbia River Gorge NSA
902 Wasco Avenue, Suite 200
Hood River, OR 97031

MAIL TAX STATEMENTS TO:

Richard E. Grams
P. O. Box 507
Vancouver, WA 98666

5072 18915

CRGNSA
GIP NO. 136

COLUMBIA RIVER GORGE NATIONAL SCENIC AREA
CONSERVATION EASEMENT DEED

122049

BOOK 149 PAGE 255

THIS EASEMENT DEED made this 31st day of MARCH, 1995, by and between RICHARD E. GRAMS and HELEN D. GRAMS, 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 Four Hundred Fifty Six Thousand Dollars (\$456,000) and other valuable consideration including the covenants contained herein, does 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 "Subject 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.

Registered ☒
Indexed, Cur ☒
Indirect ☒
Filed ☒
Mailed ☒

Page 1 of 6

17277
REAL ESTATE EXCISE TAX

ADD 19 1995
PAID 5,136.80
O. D. Dwyer
SKAMIA COUNTY TREASURER

Checked as to consideration, acreage, description and conditions. Dated

the 29th day of March, 1995

Dwyer, M. Engle, Realty Specialist

BOOK 149 PAGE 256

Part I - Property Description

A portion of the South half of the South half of Section 17 and Government Lots 1, 2, and 3 of Section 20, all in Township 1 North, Range 5 East, Willamette Meridian, Skamania County, Washington described as follows:

BEGINNING at the intersection of the South right-of-way line of State Highway 14 with the East line of the "West 390 feet" of Government Lot 1, said point being the most Westerly Northwest corner of the "Grass tract" as described in Book 50 of Deeds at page 31 (recorded June 25, 1962), Skamania County Auditor's Records; thence Northeasterly along the South right-of-way of State Highway 14 for a distance of 215 feet, more or less, to the Northwest corner of the excepted parcel noted in the "Grass tract"; thence South 73.45 feet, more or less, to the Southwest corner of said excepted parcel; thence North $84^{\circ}30'$ East 162.00 feet to the Southeast corner of said excepted parcel; thence North along the East line of said excepted parcel, 110 feet, more or less, to the South right-of-way line of State Highway 14; thence Northeasterly along said South right-of-way line 145 feet, more or less, to the North line of Section 20; thence East along the line between Sections 17 and 20 for a distance of 1000 feet, more or less, to a point that is 1850 feet East of the Southwest corner of Section 17, said point being the Southeast corner of the "U.S.A. tract" as described in Book 121 of Deeds at page 379, Skamania County Auditor's Records; thence North 268 feet, more or less, to the South right-of-way line of State Highway 14 and the Northeast corner of the "U.S.A. tract"; thence Northeasterly and Easterly along said South right-of-way line 2500 feet, more or less, to a point that is 140.00 feet Westerly (as measured along said right-of-way line) from Engineer's Station 331+00, 50.00 feet right (Sheet 3 of 6, State Road No. 8, "Wing Creek to Frindle", dated June 24, 1927); thence South (parallel with the West line of Government Lot 1 of Section 20), 970.00 feet; thence Southwesterly 3750 feet, more or less, to a point on the East line of the "West 390 feet" of Government Lot 1 that is 810.00 feet South of the POINT OF BEGINNING; thence North 810.00 feet to the POINT OF BEGINNING.

Land described above contain 80.00 acres, more or less.

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.

Gov. H. Morris, Skamania County Auditor
Date 4-11-95 4-13-95 1-5-24-00-100
Var 28

- B. The right to use the Subject Property in ways that are consistent with the current or past 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 Grantors, their 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. Grantor may retain the right to maintain and use on a residential basis the existing single family residential home as currently located on the Subject Property.
- 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 in the same location - or within 100 feet of the same location so long as there is less impact on the scenic, natural, cultural and recreational resources of the Columbia River Gorge - and with respect to the residential home referred to in item D above, of a size not in excess of three thousand square feet, provided that all plans for said repair or reconstruction are first approved in writing by an official representing the United States or its successors and assigns and completed in compliance with reasonable architectural standards prescribed by the United States 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 United States 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.
- G. The right to use motorized equipment, including but not limited to, automobiles, tractors, farm equipments and law 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, except as to that portion of the Subject Property below the edge of the cliff breaks which, upon the request of the United States or its successors, Grantor will grant a nonexclusive public access easement over for trail purposes only.
- K. The right to use the existing Social Garden Area (identified as item #8 on Exhibit A, the inventory map) by the Grantors, their successors and assigns, and/or the tenants of the existing residence. Use of the Social Garden Area by Grantors, their successors and assigns, shall include filling the approximately 100' x 30' pond in that area and stocking it with fish and/or amphibious animals as well as refilling and restocking the pond as necessary to maintain it. The existing road leading to the Social Garden Area may be maintained to a level not exceeding its present condition.

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, paragraph D. "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 United States, acting by and through the Forest Service, such approval will be at the sole discretion of the authorized Forest Service official 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 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, 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.

5440 Partial Land Interest

GIP No. 136 (Grams)

BOOK 149 PAGE 260

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.

FILED FOR RECORD
SKAMIA CO. WASH
BY SKAMIA CO. CLERK

APR 13 9 40 AM '95

GARY M. OLSON
AUDITOR

RICHARD E. GRAMS

HELEN D. GRAMS

ACKNOWLEDGMENT

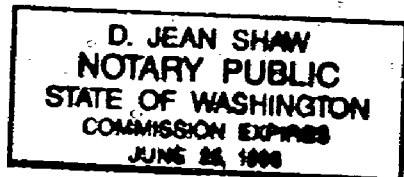
STATE OF WASHINGTON)

COUNTY OF)

ss.

On this day personally appeared before me RICHARD E. GRAMS and HELEN D. GRAMS, husband and wife, to me known/proved to me 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 31st day of MARCH, 1995.



Notary Public in and for the State of
Washington,
Residing at Kanawha, WA