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Nov 26 11 35 AM '97

*Olson*  
AUDITOR  
GARY M. OLSON

AFTER RECORDING MAIL TO:

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

OCT 505930

DOCUMENT TITLE: Conservation Easement Deed

GRANTOR: Richard A. and Sally R. Bea  
511 Krogstad Road  
Washougal, WA 98671

REAL ESTATE EXCISE TAX  
19171

NOV 26 1997

PAID 2764.80

*W. Olson, Deputy*  
SKAMANIA COUNTY TREASURER

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

Gary M. Martin, Skamania County Assessor

Date 11-26-97 Parcel # 01051000120000  
110

ABBREVIATED LEGAL DESCRIPTION AS FOLLOWS:

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

sec. 10, NE1/4SW1/4 and a tract of land in the SE1/4NW1/4.

Complete legal description is on page 2 of 8 of document

ASSESSOR'S PROPERTY TAX PARCEL OF ACCOUNT NUMBER:

Tax Lot #01-05-10-1200

REFERENCE NUMBERS OF DOCUMENTS ASSIGNED OR RELEASED:

SEARCHED	✓
SERIALIZED	✓
INDEXED	✓
FILED	✓

CRGNSA  
GIP NO. 242

COLUMBIA RIVER GORGE NATIONAL SCENIC AREA  
CONSERVATION EASEMENT DEED

THIS EASEMENT DEED dated this 12th day of Nov. 1997, by and between RICHARD A. BEA and SALLY R. BEA, husband and wife, hereinafter called the "Grantors," and the UNITED STATES OF AMERICA, hereinafter called the "United States."

WHEREAS, Public Law 99-663 (100 Stat. 4274; 16 U.S.C. 544g), hereinafter called 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 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 located in Skamania County, Washington, and

WHEREAS, the Grantors and United States mutually agree that the purpose of this easement is to (1) prohibit development rights on the property described below, except for those listed in Part II B of this conservation deed, hereinafter called "residence and building(s)," (2) to move the currently approved buildable site, shown as Site 1 on Exhibit B, to a new permanent location, shown as Site 2 on Exhibit B, attached hereto and made a part hereof, and (3) to vest all timber harvest rights in the United States.

NOW THEREFORE, the Grantors, for and in consideration of TWO HUNDRED AND SIXTEEN THOUSAND DOLLARS, (\$216,000) and other valuable consideration including the covenants contained herein, do hereby grant and convey unto the United States, and its 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 called the "subject 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 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

Skamania County, Washington

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

sec. 10, NE1/4SW1/4 and a tract of land in the SE1/4NW1/4 described as follows:

BEGINNING at a point 300 feet west of the center of section 10, T. 1 N., R. 5 E., W.M., on the south line of the NW1/4 of said section 10; thence north 500 feet more or less to the intersection with the south right-of-way line of Cape Horn Road (County Road #10050 and aka Cape Horn Depot Road), as it existed on November 23, 1986; thence following said right-of-way line west and south to the intersection with the south line of the NW1/4 of section 10, T. 1 N., R. 5 E., of the Willamette Meridian; thence 825 feet, more or less, east to the point of beginning.

Also an undivided one-quarter (1/4) interest in rights to take water from a certain creek located on the SE1/4NW1/4 of section 10, T. 1 N., R. 5 E., W.M., together with an easement for a water pipeline from said creek.

EXCEPTING any portion lying within Cape Horn Road.

The land described above contains 48.08 acres, more or less.

Subject to the following outstanding rights:

1. Reservations for oil, gas, coal, ores, and minerals, etc., including the terms and provisions thereof, to the State of Washington by instrument dated December 19, 1930, recorded April 9, 1931, in Book W, page 608, Skamania County Deed Records (affects NE1/4SW1/4).
2. Easement to Morris and Carmen Johnson for pipeline, including the terms and provisions thereof, dated October 31, 1986, recorded November 6, 1986, in Book 103, page 237, Skamania County Deed Records (see Exhibit B for approximate location).

Part II - Reservations of Rights by Grantors

All right, title, and interest in the subject property is vested in the United States except those rights specifically and expressly reserved unto



the Grantors. The rights 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 current or past agricultural uses of the subject property, provided that any and all uses 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 United States and its assigns.

The proposed residence and building(s) currently allowed to be built on Site 1 of the subject property will be limited in development and relocated to a less visually sensitive area, Site 2, as shown on Exhibit B. The Forest Service will have final approval of all design standards, and the Grantors and the United States mutually agree to limit said residence and building(s) permanently on Site 2 as follows and as depicted on Exhibits A and B:

- Residence, 2,500 square foot footprint
- Garage, 900 square foot footprint
- Shop 1,800 square foot footprint
- Barn, 2,050 square foot footprint
- Chicken House, 225 square foot footprint
- Orchard, 100' by 150' (15,000 sq. ft. total area)

- C. Said residence and building(s) shall be consistent with the standards of Section 6 and the purposes of the Act and are hereby limited to the following conditions:

Construction of the residence shall take place within at least 80% of the footprint defined on Exhibit A. Any part of the residence constructed outside the footprint must be contiguous with the footprint and may extend only northerly or easterly of the footprint depicted on Exhibit A.

The height of the residence and building(s) shall not exceed 26 feet above the existing grade. Height and grade shall be used as defined in the Uniform Building Code.

The exterior color of the residence and building(s), including the roof, doors, and trim shall be nonreflective, dark earthtones that shall not noticeably contrast with the surrounding environment. Prior to construction of the residence and building(s), the Grantors, heirs, successors, or assigns shall submit to the Forest

Service samples of proposed exterior colors. The samples shall be reviewed and approved in writing by the Forest Service to assure the exterior colors will blend in with the residence and building(s) surroundings.

All denuded areas and grading scars visible from key viewing areas shall be rounded and shaped to blend in with the existing landform. These areas shall be replanted with native grasses each season until the impacted site is completely revegetated.

The residence design features shall include low reflecting window glass, extended eaves, etc., to reduce the amount of window glare to insignificant levels as seen from key viewing areas. This shall be reviewed and approved in writing by the Forest Service prior to construction.

Except as necessary to prepare the actual building sites, existing trees surrounding the residence and building(s) shall be retained in a manner that will screen the buildings as seen from key viewing areas. Additionally, the buildings shall be sited so that the existing wooded vegetation will screen the dwelling as seen from key viewing areas. Prior to construction of Site 2 buildings, the Grantors shall submit to the Forest Service a detailed site and landscape plan. The plans shall show the exact site location of the residence and building(s). The landscape plan shall include the location, species, and height of trees within one hundred (100) feet of the buildings. Said plans shall be reviewed and approved by the Forest Service prior to construction to assure that the siting of the buildings and the existing vegetation will visually subordinate the residence and building(s).

Any exterior lighting shall be sited, limited in intensity, shielded, and hooded in a manner that prevents light from being highly visible as seen from key viewing areas and from noticeably contrasting with the surrounding environment.

Should any historic or prehistoric cultural resources be uncovered during the construction phase, all work shall cease and the Grantors shall immediately notify the Forest Service.

- D. In the event of fire or other casualty to the proposed residence and building(s), the Grantors shall have the right to repair or reconstruct said residence and building(s) to the same condition and in the same location, Site 2, so long as there is no adverse impact on the scenic, natural, cultural, and recreational resources of the Columbia River Gorge National Scenic Area. The size of the residence and building(s), described in item B above, shall not be in excess of the square feet cited. All plans for said repair or reconstruction shall first be approved in writing by the United States and be completed in compliance with reasonable architectural standards prescribed by the United States

which are consistent with Part II, Chapter Seven, of the Columbia River Gorge National Scenic Area Management Plan, adopted February 13, 1992. United States approval for such repair or restoration shall not be unreasonably withheld.

- E. The right to use and maintain the existing road(s) that cross the subject property, shown in Exhibit A, provided that the use and maintenance of said road(s) does not materially impair the conservation values of the subject property.
- F. The right to use motorized equipment, including but not limited to, automobiles, tractors, farm equipment, and lawn mowers, pursuant to the permitted use and maintenance of the subject property.
- G. The right to use the existing utility system, as identified on Exhibit B, and including appurtenant rights to take water and a water pipeline as described in Book 103, page 495, as well as the right to maintain same pursuant to the permitted uses of the subject property. Also the right to construct a new septic system, as shown in Exhibit B.
- H. The right to gather and cut only naturally dead and down timber for firewood and domestic uses and to eliminate direct safety hazards to existing structures. All such wood removal shall be approved in writing, in advance, by the Forest Service.
- I. The right to exclude public access over and across the subject property, except as needed by prospective bidders if timber harvest for treatment purposes only is needed. Treatment purposes is defined as enhancement of timbered area for surrounding forest health and/or diseased trees.
- J. The right to use the existing pond and construct a dock for said pond, shown in Exhibit B, by the Grantors, their heirs, successors, and assigns and/or the tenants of the proposed residence. Use of the pond by the Grantors, their heirs, successors, and assigns shall be for stock watering, aerating pond, stocking it with fish and/or amphibious animals, as well as refilling and restocking the pond as necessary to maintain it. The existing access leading to the pond 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 subject property as they existed at the time of this instrument except for rights specifically reserved in Part II, paragraph B. Exhibit A specifically depicts the planned location of the residence, barn, and shop. Exhibit B 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 United States, acting by and through the Forest Service, such approval will be in writing, and 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. 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 subject property, and to preserve its existing aesthetic characteristics. This obligation includes, but is not limited to: not placing any signs or billboards on the subject property (except for sale or rent, no trespassing, or for identifying the owner), not allowing Recreational Vehicles or other vehicles not pertinent to the agricultural uses to occupy or be stored on site, and not allowing the accumulation of trash, debris, or other unsightly materials. The residence, building(s), and grounds will be reasonably maintained in an attractive appearance, and the 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 only with advance written approval by the Forest Service.
- D. Public use and entry is not permitted on the subject 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 no less than 24 hours' advance notice of any entry onto the subject 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 the Grantors. No authorization is granted to the United States for the entry into structures or personal property without the permission of the Grantors, their heirs, successors, or assigns, except under applicable law. Reasonable access will be available to third party operators if the United States decides that timber harvest or other treatment is needed.
- 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; 16 U.S.C. 544g) 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 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 heirs, successors, or assigns, from selling or mortgaging the property subject to the rights acquired herein by the United States; provided, however, said subject property shall not be subdivided, or disposed of as smaller tracts.
- G. All uses of the subject property, including those rights reserved in Part II by the Grantors, shall conform with the applicable County's land application process and all provisions which are, or may be, in effect of the Columbia River Gorge National Scenic Area Management Plan promulgated by the Forest Service pursuant to section 6 of the Act, Guidelines for Land Use Ordinances issued pursuant to section 8 of the Act, and any zoning ordinances which may apply to the subject property. In the event that a specific provision of this easement is more restrictive on the use and development of the subject property than the above referenced Guidelines or ordinances, the provisions of this easement shall prevail.
- H. All right, title, and interest in the subject property, including the rights to harvest any timber, not expressly and specifically reserved by the Grantors shall be deemed to be acquired by the United States, and uses of the subject property not specifically reserved shall be deemed prohibited.
- I. The Grantors and the United States agree that any ambiguities regarding the terms and conditions of this easement shall be resolved in a manner which best affects 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 subject property is located.
- K. The provisions of this easement are enforceable in law or equity by the United States and its assigns.
- L. This acquisition represents a real property ownership by the United States and, as such, violations of this easement constitute damage to property of the United States and could be a violation of the petty offense regulations under 36 CFR 261.9 (a).
- M. The Grantors, in cooperation with the United States, will prepare a Stewardship Plan for the subject property. Prior to selling or otherwise conveying this easement interest, the Forest Service will be notified by the Grantors.



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N. The term "Grantor" or "Grantors" shall apply to the present Grantors, their heirs, successors, and assigns.

TO HAVE AND TO HOLD, the herein described estate in land and rights unto the United States and its assigns forever. The rights conveyed herein shall run with the land and constitute a perpetual servitude thereon. The Grantors covenant that they and their heirs, successors in interest, and assigns 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.

Richard A. Bea  
RICHARD A. BEA

Sally R. Bea  
SALLY R. BEA

ACKNOWLEDGMENT

STATE OF WASHINGTON )  
County of CLARK ) ss.

On this 6<sup>TH</sup> day NOVEMBER, 1997, before me the undersigned, a Notary Public in and for said State, personally appeared RICHARD A. BEA and SALLY R. BEA, husband and wife, known/proved to me to be the individuals whose names are subscribed to the within instrument, and acknowledged to me that they signed the same as their free and voluntary act, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Robert A. Cano  
Notary Public for the State of WASHINGTON  
My Commission expires 8/1/2000

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Certified correct as to consideration, consideration, and descriptions \_\_\_\_\_

Order No. 50593

Exhibit "A"

PARCEL I

The Northeast quarter of the Southwest quarter of Section 10, Township 1 North, Range 5 East of the Willamette Meridian, In the County of Skamania, State of Washington.

EXCEPT any portion lying within the right of way of Cape Horn Road.

PARCEL II

A tract of land in the Southeast quarter of the Northwest quarter of Section 10, Township 1 North, Range 5 East of the Willamette Meridian, In the County of Skamania, State of Washington, described as follows:

BEGINNING at a point 300 feet West of the center of Section 10, Township 1 North, Range 5 East of the Willamette Meridian, on the South line of the Northwest quarter of said Section 10; thence North 500 feet more or less to the intersection with the South right of way line of Cape Horn Road (County Road #10050), as it existed on November 23, 1986; thence following said right of way line West and South to the intersection with the South line of the Northwest quarter of Section 10, Township 1 North, Range 5 East of the Willamette Meridian; thence East 825 feet more or less to the point of beginning.