

131527

BOOK 176 PAGE 996

FILED IN THE ORU
SKAMIA COUNTY WASH
BY CLARK COUNTY TITLE

MAY 13 12 10 PM '98

GARY M. OLSON
AUDITOR

Return Address

Name USDA Forest Service
Address Columbia River Gorge, NSA
City, State Zip 902 Masco Ave, Suite 200
Hood River, Oregon 97031

Document Title(s) (or transactions contained therein):

RE RECORD

1. CONSERVATION EASEMENT DEED
2. (ORIGINALLY RECORDED NOVEMBER 26, 1997 12987 IN BOOK 171 PAGES 246-255)
- 3.
- 4.

Reference Number(s) of Documents assigned or released:
(on page _____ of document(s))

REAL ESTATE EXCISE TAX

19503

Grantor(s) (Last name first, then first name and initials)

1. BEA, RICHARD A. AND SALLY R.
- 2.
- 3.
- 4.

PAID exempt

MAY 08 1998

Additional names on page _____ of document

SKAMIA COUNTY TREASURER

Grantee(s) (Last name first, then first name and initials)

1. USDA FOREST SERVICE (UNITED STATES OF AMERICA)
- 2.
- 3.
- 4.
5. Additional names on page _____ of document

Legal description (abbreviated: i.e. lot, block, plat or section, township, range)

T.1 N R 5 E, W.M. Sec 10

Additional legal is on page _____ of document

Assessor's Property Tax Parcel/Account Number
01-05-10.1200

Additional legal is on page _____ of document

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indicating information provided herein.

WASHINGTON STATE COUNTY AUDITOR/RECORDER'S
INDEXING FORM (Over Sheet)

Form 7365-3

129870

BOOK 171 PAGE 246

DEC 22 1997

FILED FOR RECORD
SALAMANCA COUNTY, OHIO
CLARK COUNTY, OHIO

NATIONAL SOCIETY

Nov 28 11 35 AM '97

G. Lawry
AUCTIONER
GARY H. OLSON

BOOK 176 PAGE 997

AFTER RECORDING MAIL TO:

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

00T 505930: RE RECORDED TO INCLUDE EXHIBITS

DOCUMENT TITLE: Conservation Easement Deed

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

REAL ESTATE EXCISE TAX
4.9173

NOV 26 1997

PAID 2764.80

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

W. D. Lawry, Auctioneer
SALAMANCA COUNTY TREASURER

Gary H. Martin, Salamanca County Assessor
Date 5/8/98
Parcel # 1-5-10-1200

Gary H. Martin, Salamanca County Assessor
Date 4/26-97
Parcel # 01-05-10-001200 00

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:

3-2-2-4-1
01-05-10-001200 00
01-05-10-001200 00

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BOOK 176 PAGE 998

CRGNSA
GIP NO. 242

COLUMBIA RIVER GORGE NATIONAL SCENIC AREA
CONSERVATION EASEMENT DEED

THIS EASEMENT DEED dated this 14th 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 8, 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 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 unto 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, Act, and any zoning ordinances issued pursuant to section 8 of the Act. 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.

BOOK 171 PAGE 254
BOOK 176 PAGE 1005

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 Sally R. Bea
RICHARD A. BEA SALLY R. BEA

ACKNOWLEDGMENT

STATE OF WASHINGTON)
County of CLALLAM) ss.

On this 07th day of 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. Cant
Notary Public for the State of WASHINGTON
My Commission expires 8/1/2000

Certified correct as to consideration, consideration, and descriptions _____

BOOK 71 PAGE 255
BOOK 176 PAGE 1006

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.

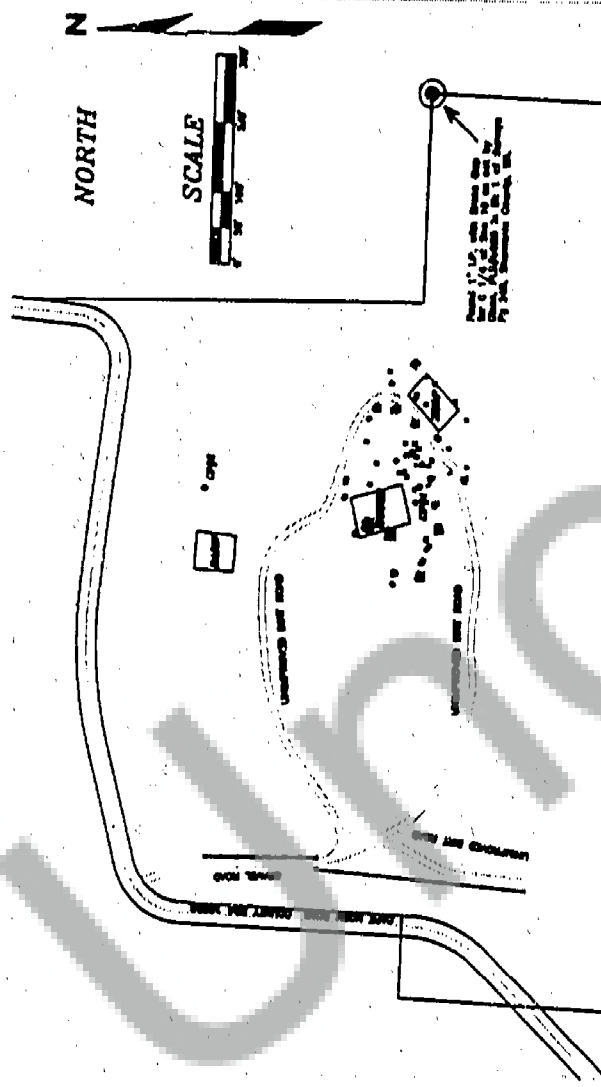


EXHIBIT A
BEA CONSERVATION EASEMENT
T1N R5E SEC 10
NE1/4SW1/4 and portion of SE1/4NW1/4

LEGEND

- CONTROL POINT (5/8" I.R. W/ RED CAP)
- ✱ MAPLE TREE
- ALDER TREE
- ☆ GRAND FIR TREE
- ✕ TREE MARKED FOR CUT

NOTE: Parcel lines as shown were derived from County Assessor's plat.
County Road #10050, Cape Horn Road, depicted from county work map.

DRAWN BY: CHAS. J. HARRIS
PLATTED BY: JIM E. HARRIS, PLUMMER, 8/27/07

WAEC File No.: 9710457-DL

Escrow No.: 50593

Property Address: Conservation easement, Tax Lot #01-05-10-1200, Skamania County, Washington

EXHIBIT A

DESCRIPTION:

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 48.03 acres, more or less.

6000 176 PAGE 1009

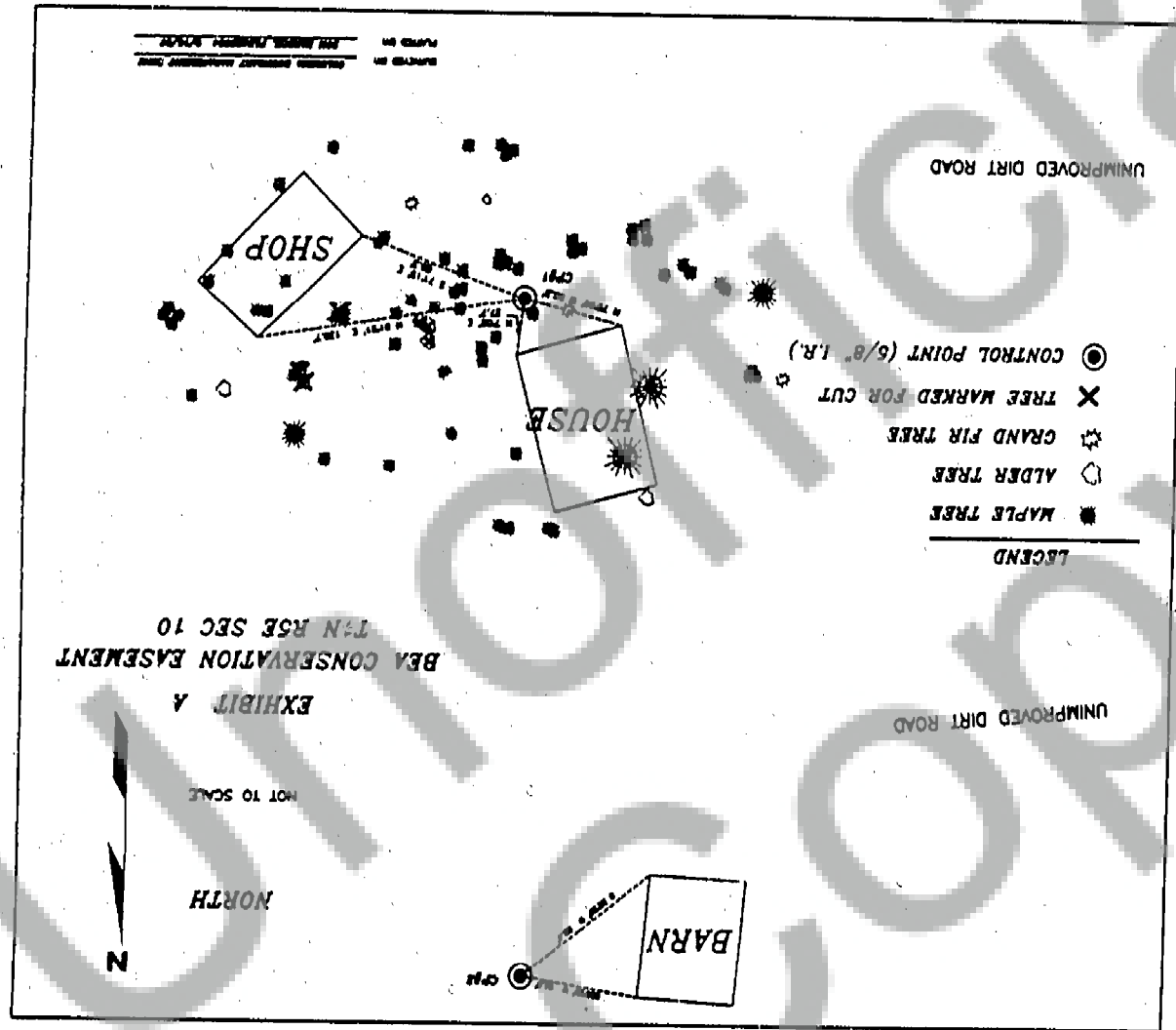


Exhibit A, Sheet 2 of 11

VLAVERSE PC Date: 3-27-1997 Time: 16:52 File: A:\VLA.37V Page 1

Survey: DEA
Elevation: 5100 FLM
Bearing: 000°00'00"

PC	Bearing	Horizontal	Easting	Description	Horizontal	Field Angle
1	S 1°00'00"E	329.810	2321.7510	914.2040 S/HEAL/RED CLP	329.810	
SS 101	N 75°55'00"E	52.250	2000.0000	1000.0000 S/HEAL/RED CLP	52.250	205°19'00"
SS 102	N 9°02'12"E	106.310	2012.7070	949.3390 H03SE COR	106.310	351°17'50"
SS 103	N 7°02'30"E	27.660	2105.3007	941.9017 H03SE COR	27.660	0°02'30"
SS 104	S 11°14'55"E	49.260	2027.0510	1043.3909 H03SE COR	49.260	109°45'05"
SS 105	S 63°17'50"E	120.740	1971.3003	1084.5223 S09 COR	120.740	117°42'10"
SS 106	S 07°44'55"E	160.960	1941.6997	1115.9932 S09 COR	160.960	93°45'05"
SS 107	N 1°20'40"E	138.720	1993.3036	1160.8206 S09 COR	138.720	82°20'40"
SS 108	S 14°30'05"E	14.000	2020.0765	1137.1401 S09 COR	14.000	166°29'55"
SS 109	S 30°07'15"E	19.500	1985.6715	1003.7060 15MAPLE	19.500	159°52'45"
SS 110	S 24°52'05"E	50.700	1983.1331	1009.7856 09MAPLE GROUP	50.700	150°07'55"
SS 111	S 67°51'05"E	30.900	1954.0010	1021.3209 29°1102E	30.900	113°07'55"
SS 112	S 23°00'05"E	70.600	1986.6517	1032.3785 29MAPLE	70.600	157°59'55"
SS 113	S 66°33'10"E	65.700	1927.6491	1030.7132 24MAPLE	65.700	114°40'50"
SS 114	N 00°11'55"E	58.660	1902.5722	1041.8109 20MAPLE	58.660	49°16'55"
SS 115	S 02°06'50"E	32.260	2001.7569	1058.5737 10MAPLE	32.260	30°53'10"
SS 116	N 03°57'10"E	46.600	1995.5020	1031.6955 2-8MAPLE	46.600	24°57'10"
SS 117	N 76°00'25"E	51.600	2004.4992	1048.3467 6MAPLE	51.600	77°00'25"
SS 118	N 00°03'50"E	24.200	2012.4771	1050.6608 2-BALDER	24.200	91°03'50"
SS 119	N 66°49'46"E	51.100	2005.9022	1033.6070 4MAPLE	51.100	67°40'40"
SS 120	N 70°26'30"E	70.460	2020.1077	1046.9776 10MAPLE	70.460	71°26'30"
SS 121	N 41°58'40"E	32.600	2023.4671	1066.6553 20MAPLE	32.600	42°50'40"
SS 122	N 34°08'00"E	37.900	2024.2350	1021.8043 12MAPLE	37.900	55°00'00"
SS 123	N 37°10'20"E	26.300	2031.3711	1021.2665 13MAPLE	26.300	38°10'20"
SS 124	N 03°41'55"E	66.600	2020.5194	1035.9395 14MAPLE	66.600	84°41'55"
SS 125	N 16°25'10"E	53.700	2007.3099	1066.1976 15MAPLE	53.700	47°25'10"
SS 126	N 10°22'45"E	76.100	2037.8194	1030.5006 129 710	76.100	29°22'45"

Exhibit A, Sheet 3 of 11

BOOK 176 PAGE 1011

SS 27	8 1°55'05"E	76.306	2066.9564	1936.1787 22MAYLE	76.306	2°55'05"
SS 28	8 2°46'05"E	113.808	2076.2373	1002.5538 24MAYLE	113.808	3°46'05"
SS 29	8 2°42'05"E	114.406	2113.6612	1005.5178 12MAYLE	114.406	3°42'05"
SS 30	8 2°32'15"E	114.406	2113.8733	1005.3728 25MAYLE	114.406	3°32'15"
SS 31	8°51'17"05"E	78.408	2113.8000	906.9131 20MAYLE	78.408	3°51'17"05"
SS 32	8°52'37"25"E	122.588	2042.3724	934.0365 40EULE	122.588	3°52'37"25"
SS 33	8°54'13"50"E	139.208	2034.5843	843.0995 2-35MAYLES	139.208	3°54'13"50"
SS 34	8°57'52'10"E	122.808	2038.4441	865.5008 100.718	122.808	3°57'52'10"
SS 35	8°58'37'35"E	184.008	1995.4347	877.2849 36MAYLE	184.008	3°58'37'35"
SS 36	8°59'24'10"E	83.608	1993.8749	896.1805 2-20MAYLE	83.608	3°59'24'10"
SS 37	8°59'11'45"E	72.788	1986.0621	917.5701 2-15MAYLE	72.788	3°59'11'45"
SS 38	8°58'35'49"E	55.908	1987.8286	920.3637 23MAYLE	55.908	3°58'35'49"
SS 39	8°54'58'00"E	31.308	1988.6587	942.0342 4-20MAYLE	31.308	3°54'58'00"
SS 40	5 9°23'35"E	66.708	1975.2789	975.3851 3-20MAYLE	66.708	3°23'35"
SS 41	8°56'04'05"E	22.508	1934.1943	1010.8059 3-20MAYLE	22.508	3°56'04'05"
SS 42	8°55'04'35"E	8.808	2005.4173	978.1619 126.778	8.808	3°55'04'35"
SS 43	5°52'40'05"E	73.808	2007.2029	991.9433 2-9MAYLE	73.808	3°52'40'05"
SS 44	5°51'41'05"E	39.608	1955.2453	1051.6418 66.778	39.608	3°51'41'05"
SS 45	5°54'54'20"E	122.608	1975.0635	1075.3076 2-20MAYLE	122.608	3°54'54'20"
SS 46	5°57'52'15"E	137.608	1929.3991	1188.4756 22MAYLE	137.608	3°57'52'15"
SS 47	5°52'38'45"E	155.208	1948.1666	1127.4448 20MAYLE	155.208	3°52'38'45"
SS 48	5°57'59'40"E	163.208	1988.1788	1153.9291 20MAYLE	163.208	3°57'59'40"
SS 49	8°56'44'45"E	181.208	1994.1937	1163.0367 20MAYLE	181.208	3°56'44'45"
SS 50	8°53'31'30"E	161.608	2018.2359	1188.9378 5-12MAYLE	161.608	3°53'31'30"
SS 51	8°53'30'00"E	170.808	2045.0293	1154.9553 28JULY	170.808	3°53'30'00"
SS 52	8°59'46'45"E	135.308	2058.5547	1178.6699 22MAYLE	135.308	3°59'46'45"
SS 53	8°57'23'45"E	128.308	2048.1811	1116.9116 43MAYLE	128.308	3°57'23'45"
SS 54	8°56'19'10"E	99.108	2038.3751	1114.0137 3-12MAYLE	99.108	3°56'19'10"
SS 55	8°56'08'00"E	135.208	2006.6285	1098.0786 62MAYLE	135.208	3°56'08'00"
SS 56	5°57'02'30"E	123.608	2009.1172	1134.0522 2-20MAYLE	123.608	3°57'02'30"
SS 57	8°51'22'45"E	128.808	1993.6218	1123.4353 20MAYLE	128.808	3°51'22'45"

Exhibit A, Sheet 4 of 11

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SS 50	133°38'30"E	100.200	2003.5198	1068.7872	223071E	100.200	40°28'30"
SS 51	133°32'20"W	157.800	2151.4122	952.7266	RD CURVE TO CLR	157.800	34°5'27'40"
SS 52	110°30'10"W	130.100	2135.7273	974.5100	P2 CURVE	130.100	35°21'59"
SS 53	827°41'10"E	127.300	2133.4055	1057.0315	RD	127.300	28°41'18"
SS 54	145°26'45"E	141.900	2099.5507	1101.1162	RD	141.900	66°28'45"
SS 55	144°52'10"E	153.300	2055.1030	1130.7800	RD	153.300	65°52'10"
SS 56	175°46'45"E	128.900	2024.4384	1126.5656	RD	128.900	80°04'45"
SS 57	501°45'45"E	83.600	1980.0221	1002.7375	RD	83.600	99°14'15"
SS 58	562°36'00"E	62.000	1971.4016	1055.0466	RD	62.000	110°24'00"
SS 59	541°30'45"E	50.500	1956.1965	1036.7720	RD	50.500	130°29'15"
SS 60	830°21'00"E	68.800	1907.5013	1036.7303	RD	68.800	150°30'00"
SS 61	516°00'50"E	68.000	1947.5586	1016.7729	RD	68.000	164°55'18"
SS 62	520°21'40"W	75.200	1979.5062	973.8167	RD	75.200	201°22'40"
SS 63	546°54'35"W	129.900	1911.3500	905.1360	RD	129.900	227°54'35"
SS 64	550°34'10"W	159.600	1967.0774	869.9509	RD	159.600	235°34'10"
SS 65	566°13'45"W	212.600	1914.3053	805.4359	RD	212.600	247°13'45"
SS 66	570°11'25"W	255.100	1913.9642	759.0655	RD	255.100	251°17'25"
SS 67	572°21'55"W	302.300	1900.4329	711.9615	RD	302.300	253°22'05"
SS 68	570°00'00"W	328.810	2329.7590	596.2460	5/12 RADIUS/RED CLR	329.810	0°00'00"
SS 69	515°22'20"W	247.300	2091.1175	919.3015	RD/ST COR	247.300	10°12'20"
SS 70	516°20'15"W	240.800	2096.7920	914.1212	12/11 DEF	240.800	15°28'15"
SS 71	510°50'45"W	256.300	2070.0380	966.0163	45/40 RADIUS	256.300	11°50'45"
SS 72	552°59'00"W	82.400	2200.1511	928.4508	RD/ST COR	82.400	53°59'00"
SS 73	567°51'35"W	124.700	2202.7570	870.7412	RD/ST COR	124.700	58°51'25"
SS 74	103°21'15"W	111.200	2342.2576	883.0663	RD/ST COR	111.200	91°42'45"
SS 75	140°51'30"W	61.500	2339.1247	933.5092	RD/ST COR	61.500	100°02'30"
SS 76	519°50'00"W	148.300	2190.3739	943.6035	RD	148.300	20°58'00"
SS 77	534°51'10"W	129.500	2223.4091	926.2307	RD	129.500	35°51'18"
SS 78	552°58'40"W	148.700	2235.6565	874.6970	RD	148.700	53°59'40"
SS 79	562°26'20"W	190.000	2230.1463	818.7135	RD	190.000	63°26'20"
SS 80	560°30'45"W	260.000	2232.1724	764.6429	RD	260.000	69°30'45"

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SS 85	2223.1931	711.6590 RD		
SS 86	2209.9369	667.8428 RD	317.700	70°50'31"
SS 87	2186.5723	636.3335 RD	382.600	70°11'30"
SS 88	2179.6672	606.5002 STRAKE/PLACE	587.850	75°40'23"
SS 89	2156.0603	581.9777 RD	137.800	26°43'44"
SS 90	2110.3747	531.0300 RD	101.700	50°16'30"
SS 91	2107.9714	494.8836 RD	86.800	71°40'15"
SS 92	2110.1074	471.2819 RD JCT	66.300	83°31'45"
SS 93	2056.6900	695.3934 RD JCT	132.300	83°40'45"
SS 94	2007.3117	510.9026 RD	187.300	82°17'00"
SS 95	1973.5040	556.2818 RD	232.600	77°44'35"
SS 96	1943.8656	590.8283 RD	202.800	72°21'45"
SS 97	2012.5589	486.2843 RD TO PASTURE	166.900	91°33'50"
SS 98	1967.8261	458.9402 RD TO PASTURE	213.600	182°00'00"
SS 99	1926.5770	444.3621 RD TO PASTURE	253.100	185°49'50"
SS 100	1827.1312	437.2391 RD TO PAST/GATE	352.600	106°50'45"
SS 101	2144.1437	467.6651 END FENCE LINE	41.300	74°30'30"
SS 102	2146.7633	460.5704 GRAVEL RD	37.600	83°29'58"
SS 103	2145.8164	452.1223 END FENCE LINE	34.300	96°02'35"
SS 104	2137.5564	459.0507 GRAVEL RD	21.800	320°11'25"
SS 105	2263.1582	452.9429 GRAVEL RD	84.400	293°44'35"
SS 106	2325.4780	455.7770 GRAVEL RD	146.100	208°55'55"
SS 107	2370.1643	445.5357 GRAVEL RD	190.600	205°00'35"
SS 108	2408.8018	433.2780 GRAVEL RD/PAVEMENT	226.600	282°00'10"
SS 109	2436.4635	445.2136 CL PAVEMENT	256.800	205°01'10"
SS 110	2453.2934	490.3285 CL PAVEMENT	277.100	294°24'38"
SS 111	2463.8657	555.9720 CL PAVEMENT	304.500	306°22'00"
SS 112	2211.2694	381.6061 CL PAVEMENT	72.800	223°03'15"
SS 113	2163.5531	370.6502 CL PAVEMENT	70.400	182°05'40"
SS 114	2089.2064	376.2929 CL PAVEMENT	114.500	143°12'05"

Exhibit A, Sheet 6 of 11

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TRAVERSE PC Date: 9-22-1997 Time: 17:01

From	Bearing	Easting	Elevation
1	2000.0000	1000.0000	0.0000
To	Bearing	Easting	Elevation
101	2012.7076	949.3300	0.0000
Bearing	North	South	
875°50'00"W	204°10'00"	104°10'00"	
Horizontal	SlopeDist	VertDist	
52.250	52.250	0.000	
Length	Vertical	Percent	
90°00'00"	0°00'00"	0.00	

CP#1 TO SW COR HOUSE

TRAVERSE PC Date: 9-22-1997 Time: 17:01

From-----	Northing-----	Easting-----	Elevation-----
1	2000.0000	1000.0000	0.0000
To-----	Northing-----	Easting-----	Elevation-----
77	2091.1175	939.3015	0.0000
Bearing-----	Norths-----	Souths-----	
137°46'35"W	322°13'24"	112°13'24"	
Horizontal-----	SlopeDist-----	VertDist-----	
115.200	115.200	0.000	
Length-----	Vertical-----	Percent-----	
90°00'00"	0°00'00"	0.00	

CP#1 TO NW COR HOUSE

TRAVERSE PC Date: 9-22-1997 Time: 17:01

-From-----	-Bearing-----	-Easting-----	-Elevation-----
1	2000.0000	1000.0000	0.0000
-To-----	-Bearing-----	-Easting-----	-Elevation-----
103	2105.3007	901.9917	0.0000
-Bearing-----	-North-----	-South-----	
E 9°42'10"W	350°17'50"	170°17'50"	
-Horizontal-----	-SlopeDist-----	-VertDist-----	
106.910	106.910	0.000	

CP#1 TO NE COR HOUSE

Exhibit A, Sheet 7 of 11

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-Leath----- -Vertical--- -Percent---
90°00'00" 0°00'00" 0.00

TRAVERSE PC Date: 9-22-1997 Time: 17:01

-From----- -Northing----- -Easting----- -Elevation-----
1 2000.0000 1000.0000 0.0000
-To----- -Northing----- -Easting----- -Elevation-----
104 2022.4514 1003.3309 0.0000
-Bearing----- -North----- -South-----
B 7°02'30"E 7°02'30" 101°02'30"
-HorizontalDist----- -VerticalDist-----
27.669 27.669 0.000
-Length----- -Vertical----- -Percent-----
90°00'00" 0°00'00" 0.00

C#1 TO SE COR HOUSE

TRAVERSE PC Date: 9-22-1997 Time: 17:02

-From----- -Northing----- -Easting----- -Elevation-----
1 2000.0000 1000.0000 0.0000
-To----- -Northing----- -Easting----- -Elevation-----
105 1971.3363 1004.5223 0.0000
-Bearing----- -North----- -South-----
S71°16'55"E 100°45'05" 280°45'05"
-HorizontalDist----- -VerticalDist-----
85.250 89.766 0.000
-Length----- -Vertical----- -Percent-----
90°00'00" 0°00'00" 0.00

C#1 TO SW COR SHOP

TRAVERSE PC Date: 9-22-1997 Time: 17:07

-From----- -Northing----- -Easting----- -Elevation-----
1 2000.0000 1000.0000 0.0000

C#1 TO SE COR SHOP

Exhibit A, Sheet 8 of 11

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-To----- -Northng----- -Easting----- -Elevation-----
 106 1941.697 1115.932 0.000
 -Bearing----- -Northng----- -Southng-----
 563°17'59"E 115°42'10" 236°42'10"
 -Horizontal----- -SlopeDist----- -VertDist-----
 129.740 129.740 0.000
 -Azimuth----- -Vertical----- -Percent-----
 90°49'00" 0°00'00" 0.00

TRAVERSE PC Date: 9-22-1997 Time: 17:03

-From----- -Northng----- -Easting----- -Elevation-----
 1 2000.0000 1000.0000 0.0000
 -To----- -Northng----- -Easting----- -Elevation-----
 107 1993.3626 1168.8796 0.0000
 -Bearing----- -Northng----- -Southng-----
 507°44'55"E 92°15'05" 272°15'05"
 -Horizontal----- -SlopeDist----- -VertDist-----
 168.900 168.900 0.000
 -Azimuth----- -Vertical----- -Percent-----
 90°00'00" 0°00'00" 0.00

TRAVERSE PC Date: 9-22-1997 Time: 17:03

-From----- -Northng----- -Easting----- -Elevation-----
 1 2000.0000 1000.0000 0.0000
 -To----- -Northng----- -Easting----- -Elevation-----
 108 2020.8765 1137.1401 0.0000
 -Bearing----- -Northng----- -Southng-----
 501°20'48"E 81°20'40" 761°20'40"
 -Horizontal----- -SlopeDist----- -VertDist-----
 134.720 130.720 0.000
 -Azimuth----- -Vertical----- -Percent-----
 90°40'00" 0°00'00" 0.00

Exhibit A, Sheet 9 of 11

CP#1 TO NE COR STOP

CP#1 TO NW COR STOP

3000240

BOOR 176 1017

TRAVERSE PC Date: 9-22-1997 Time: 17:04

From	North	East	Elevation
2	2329.7590	994.2440	0.0000
To	North	East	Elevation
88	2288.1531	920.4509	0.0000
Bearing	North	South	
552°59'00"V	232°59'00"	52°59'00"	
Horizontal	SlopeDist	Vertical	
82.400	82.400	0.000	
Zenith	Vertical	Percent	
90°40'00"	0°40'00"	0.00	

CP#2 TO SE COR BRED

TRAVERSE PC Date: 9-22-1997 Time: 17:06

From	North	East	Elevation
1	2329.7590	994.2440	0.0000
To	North	East	Elevation
41	2332.7570	878.7432	0.0000
Bearing	North	South	
587°51'25"V	247°51'25"	67°51'25"	
Horizontal	SlopeDist	Vertical	
124.700	124.700	0.000	
Zenith	Vertical	Percent	
50°40'00"	0°40'00"	0.00	

CP#2 TO SW COR BRED

TRAVERSE PC Date: 9-22-1997 Time: 17:07

From	North	East	Elevation
2	2329.7590	994.2440	0.0000
To	North	East	Elevation
82	2342.7576	883.8063	0.0000
Bearing	North	South	
883°17'15"V	276°42'45"	98°42'45"	

CP#2 TO NW COR BRED

Exhibit A, Sheet 10 of 11

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-HorizDist--	-SlopeDist--	-VertDist--
111.204	111.230	0.000
-LevDist--	-Vertical--	-Percent--
99'00"00"	0'00"00"	0.00

TRAVELER PC Date: 5-22-1997 Time: 17:05

CP# 2 TO NE COR ROAD

-From--	-Northing--	-Easting--	-Elevation--
2	2329.7550	994.2440	0.0009
-To--	-Northing--	-Easting--	-Elevation--
03	2339.4249	933.9082	0.0000
-Bearing--	-Horizals--	-Sloths--	
100°57'30"W	229°02'30"	99°02'30"	
-HorizDist--	-SlopeDist--	-VertDist--	
61.500	61.500	0.000	
-Length--	-Vertical--	-Percent--	
99'00"00"	0'00"00"	0.00	

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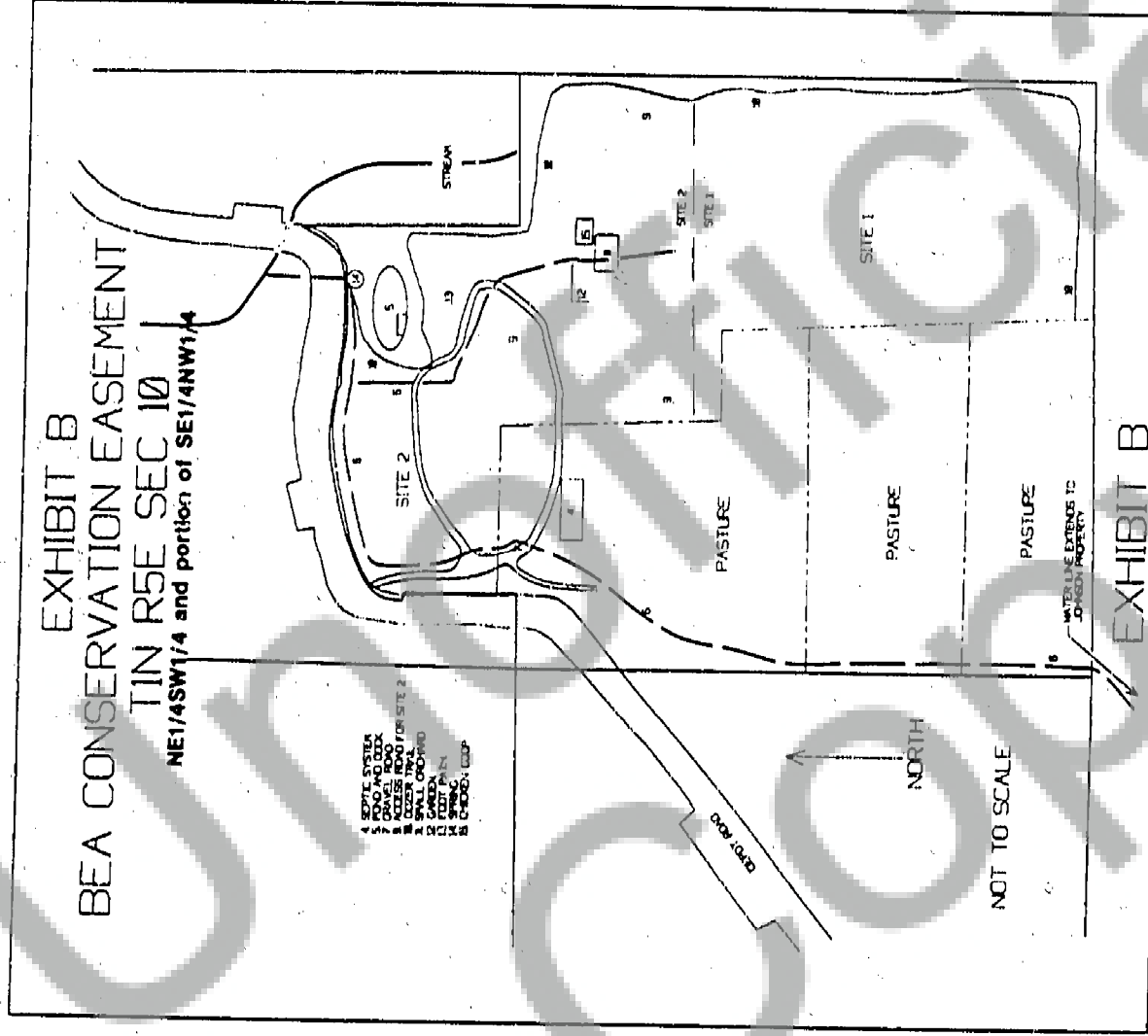


Exhibit b, Sheet 1 of 1