

133142

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FILED FOR RECORD
SKAMANIA CO. WASH
BY CLARK COUNTY TELL

OCT 19 12 06 PM '98

G. H. Olson
AUDITOR
GARY H. OLSON

Return Address

Name USDA Forest Service

Address Columbia River Gorge, NSA

City, State, Zip 902 Wasco Ave, Suite 200
Hood River, Oregon 97031

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

1. CONSERVATION EASEMENT DEED (re-record)
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

N/A

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

1. BEA, RICHARD A. AND SALLY R.
- 2.
- 3.
- 4.
5. Additional names on page _____ of document.

AUG 12 1998

PAID BY EXCISE # 19503 DTD 5-8-98

G. H. Olson
SKAMANIA 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 Gary H. Martin, Skamania County Assessor

01-05-10-1200

Additional legal is on page _____ of document. NO Parcel # 010510 00120000

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 indexing information provided herein.

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

Form 7265-2

12987

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

DEC 22 1997

NATIONAL SEC

Nov 26 11 35 AM '97

Olson
AUDITOR
GARY H. OLSON

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AFTER RECORDING MAIL TO:

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

NOT 5059301 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

1.9171

NOV 26 1997

PAID 2764.80

GRANTEE: USDA Forest Service

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

LaRocca, Deputy

SKAMANIA COUNTY TREASURER

Gary M. Martin, Skamania County Assessor
Date 5/8/98
Parcel 1-5-70-1200

Gary M. Martin, Skamania County Assessor

Date 4-26-97 Parcel 9-2-05-2000-00
110

ABBREVIATED LEGAL DESCRIPTION AS FOLLOWS:

T. 1 N., R. 5 E., W. 1/4
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:

RECORDED
INDEXED
FILED
11/26/97

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CRGNSA
GIP NO. 242
BOOK 182 PAGE 298

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

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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

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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.
- 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.

Part III - General Provisions

- 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

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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 CLALLAM) ss.

On this 6TH 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. Cans
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 _____

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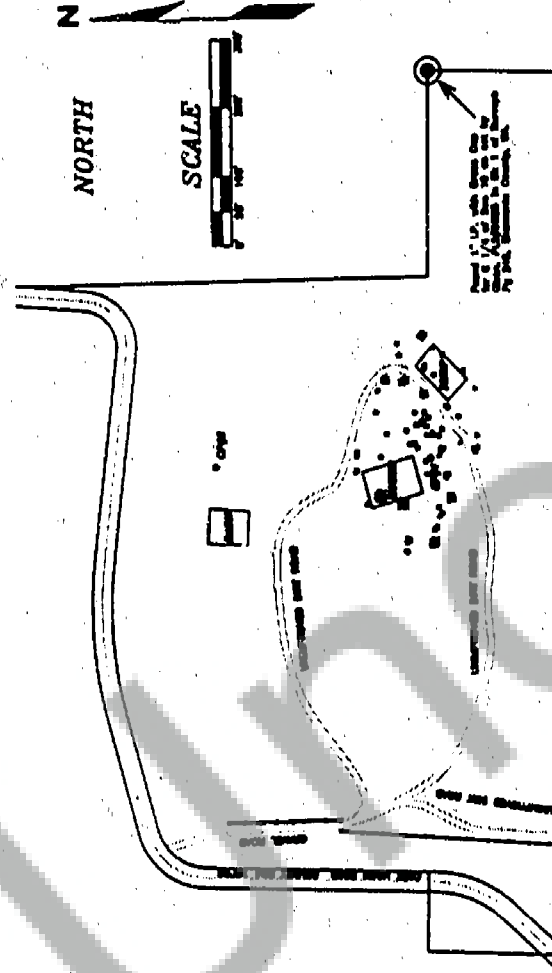


EXHIBIT A
BEA CONSERVATION EASEMENT
T1N R5E SEC 10
NE1/4SW1/4 and portion of SE1/4NW1/4

LEGEND

- CONTROL POINT (5/8" I.R. // RED CAP)
- MAPLE TREE
- ALDER TREE
- ✱ GRAND FIR TREE
- X 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.

DATE: 10/10/00
BY: J. J. JENSEN, COUNTY ENGINEER

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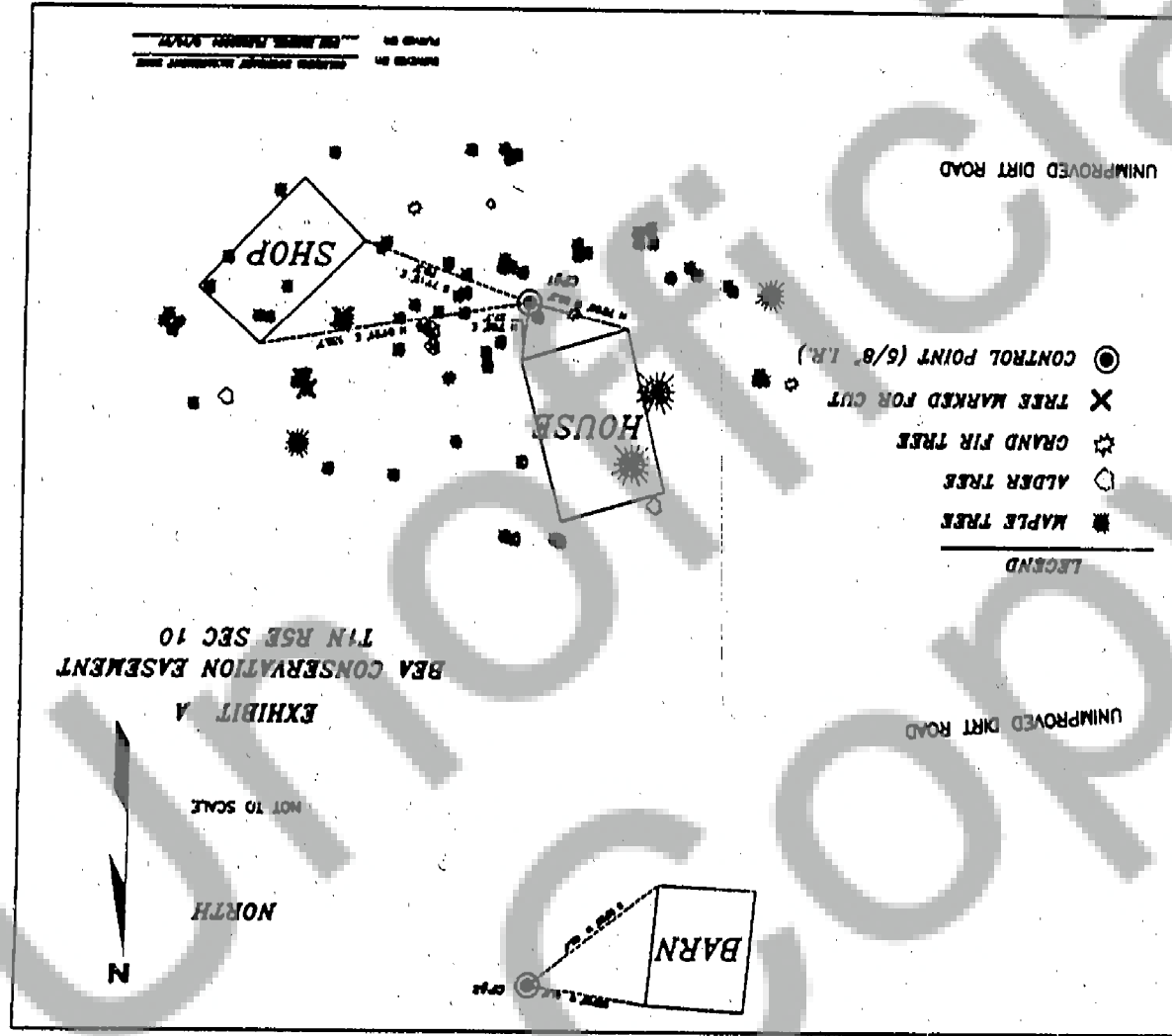


Exhibit A, Sheet 2 of 11

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PLATTEN PC Date: 02-22-1997 Time: 16:52 File: A:\DATA\TIV Page 1

Survey: SEA
Project: SITE PLAN
DFA: 00000000

PC	Bearing	Distance	Northing	Easting	Description	Horizontal Angle
2	S 1°00'00"E	329.310	2729.7590	994.2440	S/ARIDAR/RED CAP	329.410
1	S 75°54'00"W	52.350	2000.0000	1000.0000	S/ARIDAR/RED CAP	52.350 285°10'00"
SS 101	N 9°42'10"W	106.310	2012.7078	949.3394	BOYSE COR	106.310 351°17'50"
SS 103	N 7°42'30"E	27.560	2105.3007	981.9017	BOYSE COR	27.560 8°42'30"
SS 104	S 71°14'55"E	89.260	2022.4514	1003.3909	BOYSE COR	89.260 109°45'05"
SS 105	S 63°11'50"E	129.740	1971.3063	1044.5223	SDOP COR	129.740 117°42'10"
SS 106	S 87°44'55"E	161.960	1941.6997	1115.9032	SDOP COR	161.960 93°15'05"
SS 107	N 01°20'40"E	134.720	1993.3636	1154.8296	SDOP COR	134.720 87°20'40"
SS 108	S 54°30'05"E	14.000	2020.1765	1137.1403	SDOP COR	14.000 166°20'55"
SS 109	S 30°07'15"E	19.500	1985.6715	1003.7040	15MAPLE	19.500 150°52'45"
SS 110	S 24°57'05"E	56.700	1903.1331	1049.7056	MAPLE CROW	56.700 156°07'55"
SS 111	S 67°51'05"E	34.900	1954.0010	1021.3219	20"ALDER	34.900 113°47'55"
SS 112	S 53°00'05"E	70.600	1906.6517	1032.3215	20MAPLE	70.600 157°50'55"
SS 113	S 66°13'10"E	45.700	1923.6491	1030.7132	24MAPLE	45.700 114°46'50"
SS 114	S 00°16'55"E	58.600	1901.5722	1041.8199	20MAPLE	58.600 89°16'55"
SS 115	S 82°16'50"E	32.200	2001.7569	1050.5737	10MAPLE	32.200 98°53'10"
SS 16	N 03°57'10"E	46.600	1995.5020	1031.8955	2-ORANGE	46.600 84°57'10"
SS 17	N 76°00'25"E	51.600	2004.9092	1046.3407	CHAPLE	51.600 77°00'25"
SS 18	N 08°43'50"E	34.200	2012.4771	1050.0608	2-ALDER	34.200 91°03'50"
SS 19	S 66°49'40"E	51.100	2005.9012	1033.6070	CHAPLE	51.100 67°49'40"
SS 20	N 70°26'30"E	70.100	2020.1077	1046.9776	10ALDER	70.100 71°26'30"
SS 21	N 41°50'40"E	32.600	2023.4675	1066.0553	20MAPLE	32.600 42°50'40"
SS 22	N 31°00'00"E	37.900	2024.2350	1021.1043	12MAPLE	37.900 55°00'00"
SS 23	S 33°18'20"E	26.300	2021.3711	1021.2665	13MAPLE	26.300 38°18'20"
SS 24	N 03°41'55"E	66.600	2020.9194	1015.9395	14MAPLE	66.600 84°41'55"
SS 25	N 46°25'10"E	53.700	2007.3099	1066.1975	15MAPLE	53.700 47°25'10"
SS 26	N 20°22'45"E	76.100	2037.0194	1030.9006	120.PIN	76.100 29°22'45"

Exhibit A, Sheet 3 of 11

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SS 27	E 1°55'05"E	76.300	2066.9544	1036.1707	2-200' E	76.300	2°55'05"
SS 28	S 2°46'45"E	113.800	2076.2573	1042.5530	2-200' E	113.800	3°46'45"
SS 29	E 2°42'05"E	114.000	2113.6662	1005.5170	1-200' E	114.000	3°42'05"
SS 30	S 1°32'15"W	114.800	2113.0733	1005.3724	2-200' E	114.800	353°27'45"
SS 31	E 5°12'05"W	78.400	2113.0000	944.9411	2-200' E	78.400	303°42'55"
SS 32	E 7°27'25"E	122.500	2042.3724	934.0369	4-200' E	122.500	200°22'35"
SS 33	E 7°11'50"W	139.700	2036.5843	803.0905	2-3-200' E	139.700	206°40'10"
SS 34	S 87°32'10"W	122.800	2030.4441	865.5800	1-0.718	122.800	200°52'30"
SS 35	S 86°37'25"W	104.000	1995.4347	877.2049	3-200' E	104.000	267°37'25"
SS 36	S 80°24'10"W	83.600	1993.0749	894.1005	2-200' E	83.600	261°24'10"
SS 37	S 80°11'45"W	72.700	1986.0621	917.5701	2-1-200' E	72.700	261°11'45"
SS 38	S 81°35'40"W	65.900	1987.6206	928.3617	2-200' E	65.900	202°35'40"
SS 39	S 84°54'00"W	34.900	1984.6507	942.0342	4-2-200' E	34.900	235°54'00"
SS 40	S 9°23'35"E	66.700	1975.2709	975.3651	3-2-200' E	66.700	171°36'25"
SS 41	E 7°04'05"E	22.500	1934.1943	1010.0055	3-2-200' E	22.500	204°55'55"
SS 42	E 3°04'35"W	8.800	2005.4173	970.1610	1-36.711	8.800	325°55'35"
SS 43	S 82°40'05"E	73.800	2007.2020	994.9433	2-2-200' E	73.800	120°19'55"
SS 44	S 71°41'45"E	79.400	1955.2453	1058.6810	66.718	79.400	100°10'15"
SS 45	S 54°54'20"E	122.800	1975.0635	1075.3026	2-2-200' E	122.800	120°05'40"
SS 46	S 67°52'15"E	137.600	1929.3991	1100.4756	2-2-200' E	137.600	133°07'45"
SS 47	S 82°39'45"E	135.200	1940.1666	1127.4640	2-200' E	135.200	90°20'15"
SS 48	S 87°57'40"E	103.200	1900.1700	1153.9291	2-200' E	103.200	35°02'28"
SS 49	S 86°44'45"E	101.200	1994.1037	1163.0967	2-200' E	101.200	87°44'45"
SS 50	E 73°31'30"E	161.600	2010.2059	1104.9078	5-1-200' E	161.600	74°31'30"
SS 51	E 73°30'00"E	170.000	2045.4293	1154.9653	2-2-200' E	170.000	74°30'00"
SS 52	S 59°46'45"E	135.300	2050.5547	1170.6699	2-200' E	135.300	60°46'45"
SS 53	E 71°23'45"E	120.300	2040.1011	1116.9116	4-200' E	120.300	72°23'45"
SS 54	S 106°10'10"E	99.100	2030.3793	1114.0137	3-1-200' E	99.100	87°10'10"
SS 55	S 106°00'00"E	135.200	2006.6205	1090.8706	4-200' E	135.200	87°00'00"
SS 56	S 87°02'30"E	123.600	2009.1172	1134.0922	2-2-200' E	123.600	93°57'30"
SS 57	S 51°22'45"E	128.800	1993.6210	1123.4353	2-200' E	128.800	52°22'45"

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SS 59	839°20'30"E	108.200	2003.5190	1016.7072	221411E	100.200	00°20'30"
SS 60	835°32'20"W	157.800	2152.0322	937.7266	20 CURVE TO CL	157.800	305°23'00"
SS 61	810°39'10"W	138.100	2135.7233	916.5106	21 CURVE	138.100	350°21'50"
SS 62	827°01'10"E	127.300	2113.4055	1037.0315	20	127.300	20°01'10"
SS 63	805°26'45"E	111.900	2099.5547	1101.1162	20	111.900	40°26'45"
SS 64	864°52'10"E	153.300	2065.1038	1138.7099	20	153.300	65°52'10"
SS 65	879°04'45"E	128.300	2024.4204	1136.5656	20	128.300	00°44'45"
SS 66	801°45'45"E	83.600	1980.0221	1002.7375	20	83.600	99°10'15"
SS 67	562°36'00"E	62.000	1973.4676	1035.0446	20	62.000	110°21'00"
SS 68	501°38'45"E	50.550	1956.1945	1030.7278	20	50.550	139°20'15"
SS 69	830°22'00"E	60.800	1947.5013	1030.7363	20	60.800	150°38'00"
SS 70	816°00'50"E	60.800	1941.5594	1016.7729	20	60.800	164°50'10"
SS 71	820°22'40"W	75.200	1929.5062	972.0187	20	75.200	201°22'40"
SS 72	846°54'35"W	128.300	1911.7500	905.1369	20	128.300	227°51'35"
SS 73	554°34'10"W	159.600	1907.4774	103.5549	20	159.600	235°30'10"
SS 74	506°13'45"W	212.600	1914.3053	805.4359	20	212.600	217°13'45"
SS 75	530°17'25"W	255.100	1913.9662	759.0455	20	255.100	251°17'25"
SS 76	572°22'05"W	302.300	1908.4329	711.9015	20	302.300	253°21'05"
2	1°00'00"W	320.110	2320.7598	991.2440	5/100000/100 CL	320.110	0°00'00"
SS 77	515°12'20"W	241.300	2093.1375	921.3015	100% COR	241.300	10°12'20"
SS 78	510°20'15"W	240.600	2096.7928	934.1212	121100% COR	240.600	35°20'15"
SS 79	510°50'45"W	256.300	2078.0300	946.0160	15000% COR	256.300	11°50'45"
SS 80	552°59'00"W	07.000	2200.1511	921.0509	100% COR	07.000	53°59'00"
SS 81	567°51'25"W	124.700	2202.7578	878.7012	100% COR	124.700	54°51'25"
SS 82	803°17'15"W	111.200	2342.7576	883.0063	100% COR	111.200	97°41'45"
SS 83	800°57'30"W	61.500	2338.4247	933.5002	100% COR	61.500	100°02'30"
SS 84	519°50'00"W	144.300	2190.3779	943.0035	20	144.300	20°50'00"
SS 85	530°51'10"W	120.500	2223.0091	920.2307	20	120.500	35°51'10"
SS 86	552°59'40"W	149.700	2239.6565	874.6970	20	149.700	53°59'40"
SS 87	567°26'20"W	190.400	2230.1463	810.7035	20	190.400	63°26'20"
SS 88	549°30'45"W	260.400	2232.1774	764.6429	20	260.400	69°30'45"

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CP#1 TO SW COR HOUSE

TRAVERSE PC Date: 8-22-1997 Time: 17:01

From	Bearing	Distance	Elevation
1	200.0000	1000.0000	0.0000
To	Bearing	Distance	Elevation
101	2012.7170	949.3390	0.0000
Bearing	Distance	Elevation	
875°50'00" N	206'10" 00"	101'10" 00"	
Bearing	Distance	Elevation	
52.350	52.350	0.000	
Bearing	Distance	Elevation	
90°00'00"	9'00" 00"	0.00	

TRAVERSE PC Date: 8-22-1997 Time: 17:01

From	Bearing	Distance	Elevation
1	200.0000	1000.0000	0.0000
To	Bearing	Distance	Elevation
77	2091.1175	929.3013	0.0000
Bearing	Distance	Elevation	
877° 0' 35" N	322° 13' 24"	102° 13' 24"	
Bearing	Distance	Elevation	
Horizontal--	SlopeDist--	Vertical--	
115.200	115.200	0.000	
Bearing	Distance	Elevation	
90° 00' 00"	0° 00' 00"	0.00	

CP#1 TO NW COR HOUSE

TRAVERSE PC Date: 8-22-1997 Time: 17:01

-From	-Bearing	-Easting	-Elevation
1	200.0000	1000.0000	0.0000
-To	-Bearing	-Easting	-Elevation
193	2105.3017	991.9917	0.0000
-Bearing	-Easting	-South	
8' 42' 10" N	350' 17' 50"	170' 17' 50"	
-Bearing	-Easting	-Elevation	
106.916	106.916	0.000	

CP#1 TO NE COR HOUSE

Exhibit A, Sheet 7 of 11

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South--- North--- Percent---
99°48'40" 0°00'00" 0.00

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

C#1 TO SE COR HOUSE

From	Bearing	Distance	Elevation
1	2000.0000	1000.0000	0.0000
To	2023.4514	1003.3993	0.0000
Bearing	South		
1	9°02'30"E	107°42'30"	
Horizontal	Slope	Vertical	
27.600	27.600	0.000	
South	Vertical	Percent	
99°48'40"	0°00'00"	0.00	

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

C#1 TO SW COR SHOP

From	Bearing	Distance	Elevation
1	2000.0000	1000.0000	0.0000
To	1971.3063	1004.5223	0.0000
Bearing	North	South	
571°14'55"E	108°45'05"	244°45'05"	
Horizontal	Slope	Vertical	
89.210	89.210	0.000	
South	Vertical	Percent	
90°48'00"	0°00'00"	0.00	

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

C#1 TO SE COR SHOP

From	Bearing	Distance	Elevation
1	2000.0000	1000.0000	0.0000

Exhibit A, Sheet 8 of 11

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-To-	-Bearing-	-Easting-	-Elevation-
106	1941.6997	1115.9832	0.0000
-Bearing-	-Easting-	-Elevation-	-South-
53°17'50"E	110°02'10"	236°12'10"	
-Horizontal-	-SlopeDist-	-VerticalDist-	-Percent-
129.740	135.710	0.000	
90°00'00"	0°00'00"	0.00	

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

-From-	-Bearing-	-Easting-	-Elevation-
1	2000.0000	1000.0000	0.0000
-To-	-Bearing-	-Easting-	-Elevation-
107	1993.3626	1160.8296	0.0000
-Bearing-	-Easting-	-Elevation-	-South-
507°44'55"E	92°15'35"	272°15'05"	
-Horizontal-	-SlopeDist-	-VerticalDist-	-Percent-
164.360	164.360	0.000	
90°00'00"	0°00'00"	0.00	

CP#1 TO NE COR SHOP

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

-From-	-Bearing-	-Easting-	-Elevation-
1	2000.0000	1000.0000	0.0000
-To-	-Bearing-	-Easting-	-Elevation-
108	2020.8765	1137.1401	0.0000
-Bearing-	-Easting-	-Elevation-	-South-
101°28'40"E	81°28'40"	251°28'40"	
-Horizontal-	-SlopeDist-	-VerticalDist-	-Percent-
134.720	134.720	0.000	
90°00'00"	0°00'00"	0.00	

CP#1 TO NW COR SHOP

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TRAVELER PC Date: 9-22-1997 Time: 17:46

From	Bearing	Easting	Elevation
2	232.7538	994.2440	0.0000
To	Bearing	Easting	Elevation
10	2200.1311	920.4509	0.0000
Bearing	North	South	
552°59'40"W	232°59'40"	52°59'40"	
Horizontal	Slope	Vertical	
12.400	12.400	0.000	
South	Vertical	Percent	
99°40'40"	0°00'00"	0.00	

CP#2 TO SE COR BARN

TRAVELER PC Date: 9-22-1997 Time: 17:46

From	Bearing	Easting	Elevation
1	232.7538	994.2440	0.0000
To	Bearing	Easting	Elevation
11	2202.7538	870.7412	0.0000
Bearing	North	South	
567°51'25"W	219°51'25"	67°51'25"	
Horizontal	Slope	Vertical	
124.700	124.700	0.000	
South	Vertical	Percent	
99°40'40"	0°00'00"	0.00	

CP#2 TO SW COR BARN

TRAVELER PC Date: 9-22-1997 Time: 17:47

From	Bearing	Easting	Elevation
2	232.7536	994.2448	0.0000
To	Bearing	Easting	Elevation
12	2342.7536	893.8053	0.0000
Bearing	North	South	
83°17'15"W	216°42'45"	56°42'45"	

CP#2 TO NW COR BARN

Exhibit A, Sheet 10 of 11

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-Horizontal--	-SlopeDist--	-VertDist--
111.203	111.200	0.000
-Length--	-Vertical--	-Percent--
00°00'00"	0°00'00"	0.00

TRAVELER PC Date: 9-22-1997 Time: 11:05

CP# 2 TO NIS COR BRAD

-From--	-Horizontal--	-SlopeDist--	-VertDist--	-Elevation--
2	2339.7594	954.2410	0.0000	
-To--	-Horizontal--	-SlopeDist--	-VertDist--	-Elevation--
13	2339.4267	933.5042	0.0000	
-Bearing--	-NorthAz--	-SouthAz--		
000°57'30"	279°42'30"	99°02'30"		
-HorizontalDist--	-SlopeDist--	-VertDist--		
61.500	61.500	0.000		
-Length--	-Vertical--	-Percent--		
00°00'00"	0°00'00"	0.00		

EXHIBIT B

BEA CONSERVATION EASEMENT

T1N R5E SEC 10

NE1/4SW1/4 and portion of SE1/4NW1/4

1. SEPTIC SYSTEM
2. COWS
3. ACCESS ROAD FOR SITE 2
4. COWS
5. SMALL COWS
6. LAWN
7. FOOT PATH
8. CROSSING

STREAM

SITE 2

SITE 1

SITE 3

PASTURE

PASTURE

PASTURE

WATER LINE EXTENDS TO JOHNSON PROPERTY

NORTH

NOT TO SCALE

EXHIBIT B

Exhibit b, Sheet 1 of 1