

151635

BOOK 256 PAGE 384

Return to:

Attn.: Claudia Perkins/Dave Tilton
USDA FOREST SERVICE OF COLUMBIA RIVER GORGE NSA
902 Wasco Avenue #200
Hood River, OR 97031

Re: 00077937MD

Document Title(s):
Warranty Deed

Reference number(s) of Documents assigned or released:

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

1. Johnson, Donna L.
2. Johnson, Larry E.
3. Anderson, Carol E.
4. ☐ Additional names on page of document.

REAL ESTATE EXCISE TAX

23553

JAN - 2 2004

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

1. UNITED STATES OF AMERICA
- 2.
3. ☐ Additional names on page of document.

PAID: Exempt
Vicki Chittard, Clerk
SKAMANIA COUNTY TREASURER

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

#200 Section 27, Township 3N, Range 9E

☒ Additional legal is on page 1-2 of document.

Assessor's Property Tax Parcel/Account Number:

03-09-27-4-0-0200-00 ~~03-09-27-4-0-0300-00~~

☐ Additional legal is on page of document.

☐ If this box is checked then the following applies:

I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

Signature of Requesting Party

Warranty Deed - Johnson, Et al.

CRGNSA - GIP #458

WARRANTY DEED

*** This document is being signed in counterpart ***

DONNA L. JOHNSON and LARRY E. JOHNSON and CAROL E. ANDERSON, Grantors, for and in consideration of TWO HUNDRED NINETY-THREE THOUSAND AND NO/100 DOLLARS (\$293,000.00) paid by Grantee pursuant to the Columbia River Gorge National Scenic Area Act of November 17, 1986 (as amended, 16 U.S.C. 544), the receipt of which is hereby acknowledged, do hereby convey and warrant unto the **UNITED STATES OF AMERICA**, Grantee, and its assigns, all of the following described real property in the County of Skamania, State of Washington:

Willamette Meridian

T. 3 N., R. 9 E.,

sec. 27, a parcel of land in the E $\frac{1}{4}$ SE $\frac{1}{4}$ described as follows:

Gary H. Martin, Skamania County Assessor
Date 1-2-04 Parcel # 03-09-27-40-0200

The East half of the Southeast quarter of Section 27, Township 3 North, Range 9 East of the Willamette Meridian, Skamania County, Washington:

EXCEPT:

All that portion lying Southerly of the Northerly right of way of the County Road known and designated as the Evergreen Highway (Cook-Underwood Road) as the same existed on and prior to January 25, 1946; and

EXCEPT the following described tract:

All that portion of the East half of the Southeast quarter of Section 27, Township 3 North, Range 9 East, Willamette Meridian, lying Northerly of the following described line:

BEGINNING at a point on the East line of the said Section 27, South 1434.28 feet from the quarter corner common to Section 26 and 27, Township 3 North, Range 9 East, Willamette Meridian, said point being marked with an iron bar; thence North 69°04' West 1399.49 feet to intersection with the West line of the East half of the Southeast quarter of the said Section 27.

ALSO EXCEPT:

Gary H. Martin, Skamania County Assessor
Date 1-2-04 Parcel # 03-09-27-40-0200

BEGINNING at a point on the East line of the said Section 27 South 1870.31 feet from the quarter corner on the East line of the said Section 27; thence North 81°20'

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West 520 feet; thence South 12°00' West 580 feet more or less to a point on the Northerly right of way of the County Road known and designated as the Evergreen Highway (Cook-Underwood Road) as the same existed on and prior to January 25, 1946; thence following the Northerly right of way of said road to the intersection with the East line of the said Section 27; thence North along said East line to the Point of Beginning.

TOGETHER WITH an easement for ingress and egress as recorded April 5, 1967, in Deed Book 57, Page 156, Auditor's File No. 68398.

ALSO TOGETHER WITH an easement for right-of-way purposes for administrative access over and across the easterly 80 feet of the northerly 40 feet of Tax Lot No. 03-09-27-4-0-0300, Skamania County, Washington, as shown in Exhibit A, attached hereto and made a part hereof, the subservient parcel being more particularly described as follows:

BEGINNING at a point on the East line of the said Section 27 South 1870.31 feet from the quarter corner on the East line of the said Section 27; thence North 81°20' West 520 feet; thence South 12°00' West 580 feet more or less to a point on the Northerly right of way of the County Road known and designated as the Evergreen Highway (Cook-Underwood Road) as the same existed on and prior to January 25, 1946; thence following the Northerly right of way of said road to the intersection with the East line of the said Section 27; thence North along said East line to the Point of Beginning.

RESERVING UNTO the grantors, its heirs, successors in interest, and assigns, from the lands so granted, an exclusive water pipeline easement, and the right of ingress and egress for maintenance and repair of said pipeline as shown in Exhibit A, attached hereto and made a part hereof, and further described as follows:

BEGINNING at a point on the North line of Tax Lot No. 03-09-27-4-0-0200, Skamania County, Washington, which is the center line of said water line easement, said point bears North 69° 04' West 18.5 feet from an iron rebar set in concrete marking the northeast corner of said Tax Lot 0200; thence southwesterly along the center line of said water line the following courses and distances:

South 12° West 84 feet;

South 26° West 230 feet;

South 38° West 148 feet;

South 50° West 3 feet to a point on the North line of Tax Lot No. 03-09-27-4-0-0300, Skamania County, Washington, said point bears North 81°20' West at a distance of 233 feet from an iron pipe in concrete marking the northeast corner of said Tax Lot 0300, and the end of this water line easement.

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Said water pipeline easement is 10 feet in width, being 5 feet in width on each side of the centerline, with such reasonable rights of temporary use of lands immediately adjacent to said easement as may be necessary for maintenance and/or repair of said pipeline.

This reservation is made subject to the Rules and Regulations of the Secretary of Agriculture (36 CFR 251.18), more particularly described on Exhibit B, attached hereto and made a part hereof.

The area described above contains 29.31 acres, more or less.

SUBJECT TO:

1. An easement for electric transmission and distribution lines to Northwestern Electric Company, dated January 29, 1925, recorded January 9, 1935, Recording No. 20251, Book Y, Page 85.
2. Rights of way easements for Cook-Underwood Road designated as County Road No. 93041 as reconstructed in 1965, under document dated July 15, 1965, recorded February 7, 1966, Recording No. 66365, Book 55, Page 308, and under document dated July 22, 1965, recorded September 28, 1965, Recording No. 65736, Book 55, Page 7.
3. Rights of the public in and to that portion of the herein described property lying within the limits of Jackson Road, designated as County Road No. 32540, in accordance with the provisions included in the Waiver of Claim for Damages and Consent to Locate Roads, signed by John M. Jessup, Jr. and Mary Jessup, dated August 9, 1946, on file at Skamania County Engineer's Office, Range Book 8, Page 88.

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The acquiring agency is the Forest Service, U.S. Department of Agriculture.

Dated this 17th day of December, 2007


DONNA L. JOHNSON

LARRY E. JOHNSON

CAROL E. ANDERSON

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The acquiring agency is the Forest Service, U.S. Department of Agriculture.

Dated this _____ day of _____, _____.

DONNA L. JOHNSON

Larry E. Johnson

LARRY E. JOHNSON

CAROL E. ANDERSON

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The acquiring agency is the Forest Service, U.S. Department of Agriculture.

Dated this _____ day of _____.

DONNA L. JOHNSON

LARRY E. JOHNSON

Carol E. Anderson
CAROL E. ANDERSON

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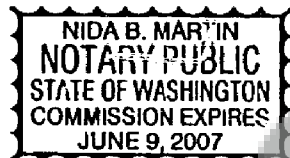
CRGNSA - GIP #458

ACKNOWLEDGMENT

STATE OF Washington)
)ss.
County of King)

On this 17th day of December, 2005, before me, the undersigned, personally appeared DONNA L. JOHNSON, personally known to me (or proved to me on the basis of satisfactory evidence) to be the individual described in and who executed the within and foregoing instrument and acknowledged that she executed the same as her free and voluntary act and deed for the purposes therein mentioned.

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



Nida B. Martin
Name (Printed) Nida B. Martin
Notary Public for the State of Washington
My Commission Expires June 9, 2007

ACKNOWLEDGMENT

STATE OF _____)
)ss.
County of _____)

On this _____ day of _____, _____, before me, the undersigned, personally appeared LARRY E. JOHNSON, personally known to me (or proved to me on the basis of satisfactory evidence) to be the individual described in and who executed the within and foregoing instrument and acknowledged that he executed the same as his free and voluntary act and deed for the purposes therein mentioned.

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

Name (Printed) _____
Notary Public for the State of _____
My Commission Expires _____

Warranty Deed - Johnson, Et al.

CRGNSA - GIP #458

ACKNOWLEDGMENT

STATE OF _____)
)ss.
County of _____)

On this _____ day of _____, before me, the undersigned, personally appeared DONNA L. JOHNSON, personally known to me (or proved to me on the basis of satisfactory evidence) to be the individual described in and who executed the within and foregoing instrument and acknowledged that she executed the same as her free and voluntary act and deed for the purposes therein mentioned.

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

Name (Printed) _____
Notary Public for the State of _____
My Commission Expires _____

ACKNOWLEDGMENT

STATE OF Arkansas)
)ss.
County of Pulaski)

On this 24th day of December, 2003, before me, the undersigned, personally appeared LARRY E. JOHNSON, personally known to me (or proved to me on the basis of satisfactory evidence) to be the individual described in and who executed the within and foregoing instrument and acknowledged that he executed the same as his free and voluntary act and deed for the purposes therein mentioned.

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

LANETTE D. McDANIEL
NOTARY PUBLIC - ARKANSAS
MY COMMISSION EXPIRES 8-22-2006
SALINE COUNTY

Lanette D. McDaniel
Name (Printed) LANETTE D. McDANIEL
Notary Public for the State of Arkansas
My Commission Expires 8-22-2006

Warranty Deed - Johnson, Et al.

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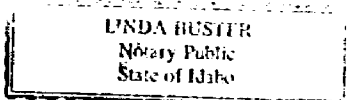
ACKNOWLEDGMENT

STATE OF Idaho

County of Lemhi ss.

On this 18 day of December, 2003, before me, the undersigned, personally appeared CAROLE E. ANDERSON, personally known to me (or proved to me on the basis of satisfactory evidence) to be the individual described in and who executed the within and foregoing instrument and acknowledged that she executed the same as her free and voluntary act and deed for the purposes therein mentioned.

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

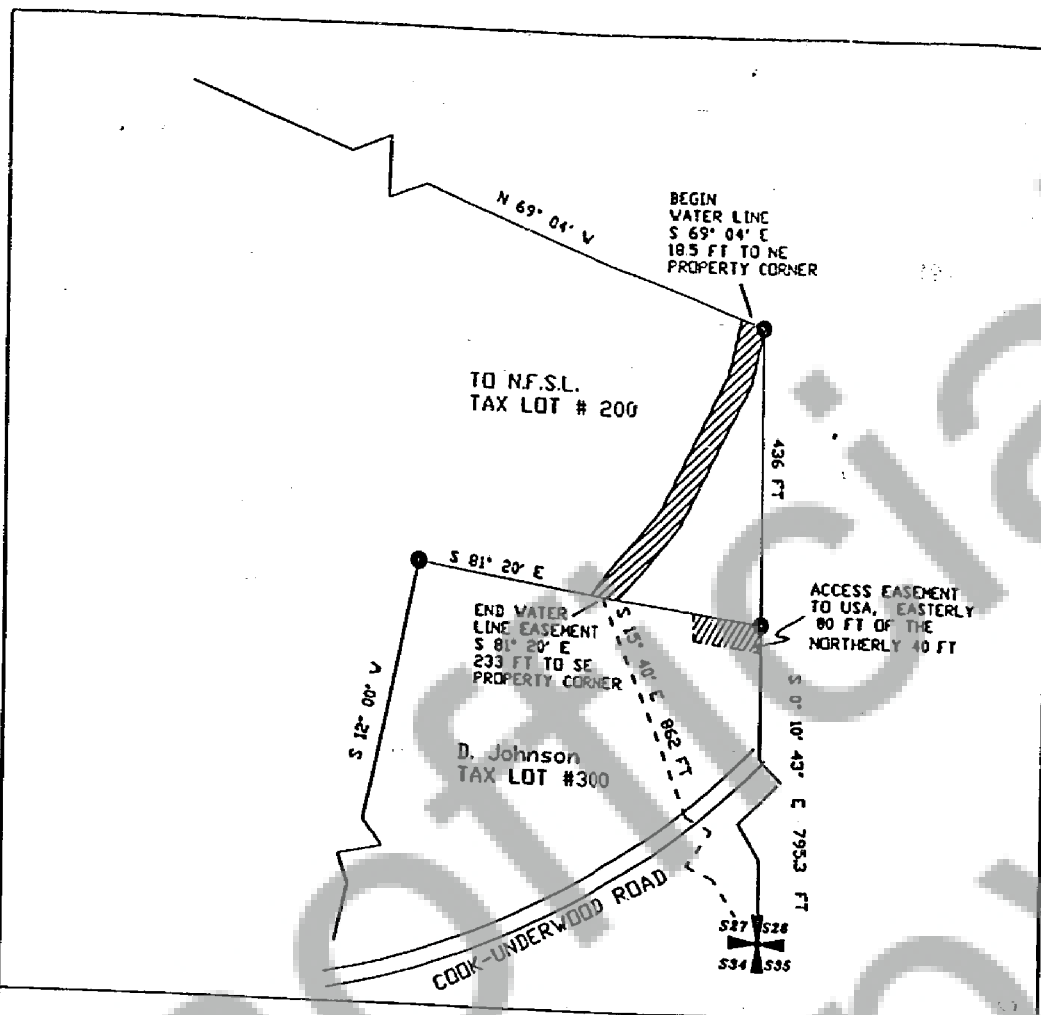


Linda Buster
Name (Printed): Linda Buster
Notary Public for the State of Idaho
My Commission Expires 8-22-06

Approved as to description, consideration and reservations or conditions.

David Tilton, Lands Forester, USDA Forest Service

Date



LEGEND

S27 S28
S34 S35

CORNER OF RECORD

TAX LOT LINES

EASEMENT TO BE GRANTED

EXHIBIT A

WATER LINE EASEMENT
ACCESS EASEMENT

NOTE: The water line easement reserved extends from and terminates at the true property line. The easement is 10 feet wide, extending 5 feet each side of the centerline. The water line location is depicted from compass and tape survey of the water line locations, as located October 16, 2003.

TOTAL WATER LINE EASEMENT
ACREAGE TO BE RESERVED

0.1 ACRES (4,650 SQ FT)

TOTAL WATER LINE LENGTH = 465 FT

LOCATION: SE 1/4 SECTION 27
T3N, R9E, W.M., Skamania Co., WA

PROJECT NAME: D. JOHNSON/CIP458

PREPARED BY: DON KARSCH, PLS 10-20-03

WATER LINE EASEMENT
D. JOHNSON RESERVATION
TAX LOT #200
JOHN JESSUP SHORT PLAT
BOOK 83 PAGE 84

EXHIBIT B
United States Department of Agriculture
Forest Service

CONDITIONS, RULES AND REGULATIONS
OF THE SECRETARY OF AGRICULTURE
GOVERNING EXERCISE OF RIGHTS-OF-WAY RESERVED
IN CONVEYANCES TO THE UNITED STATES

Code of Federal Regulations - Title 36 - Chapter II - Section 251.18

This section governs the use, occupancy, and operation of rights-of-way reserved by a grantor of lands to the United States.

forthwith corrected to the satisfaction of the Regional Forester.

(a) Brush and refuse resulting from the exercise of the right-of-way reservation shall be disposed of to the satisfaction of the Forest Officer in charge.

(d) Upon the abandonment of a reserved right-of-way, either by formal release, by termination, or by non-use for a period of one calendar year, all improvements thereon not the property of the United States shall be removed therefrom within three months from the date of the abandonment, otherwise such improvements shall vest in and become the property of the United States.

(b) Timber cut and destroyed in the exercise of the right-of-way reservation shall be paid for at rates to be prescribed by the Forest Officer in charge, which rates shall be the usual stumpage prices charged in the locality in sales of national forest timber of the same kind or species; for injury to timber, second growth, and reproduction, the amount of actual damage shall be ascertained by the Forest Supervisor according to the rules applicable in such cases.

(e) All reasonable precautions to prevent and suppress forest fires shall be taken by the grantor and all persons acting for or claiming under him; suitable crossings shall be constructed by grantor and/or said persons where the reserved right-of-way intersects existing roads and trails; borrow pits shall not be opened outside of the immediate graded section except under a special use permit from the Forest Supervisor.

(c) All improvements built or maintained upon the right-of-way shall be kept in an orderly, safe and sanitary condition. Failure to maintain such conditions shall be cause for the termination of the reservation after 30 days' notice in writing to the occupant or user that unsatisfactory conditions exist and that the Department intends to terminate all rights under the reservation unless such conditions are

(f) Officers of the Forest Service shall have free ingress and egress on and over the reserved rights-of-way for all purposes necessary and incidental to the protection and administration of the national forest.

(36 Stat. 962, as amended; 16 U.S.C. 518)