

Doc # 2006160913
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Date: 03/21/2006 01:11P
Filed by: CLARK COUNTY TITLE
Filed & Recorded in Official Records
of SKAMANIA COUNTY
J. MICHAEL GARVISON
AUDITOR
Fee: \$38.00

Return Address:
Pattie Wickwire
USDA Forest Service
Columbia River Gorge NSA
902 Wasco Ave., Suite 200
Hood River, OR 97031

CC# 74731 MD
PROPERTY ENTERING TAX EXEMPT STATUS

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

Warranty Deed

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

Owen, Karen Ann

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

United States of America

REAL ESTATE EXCISE TAX

25787

MAR 21 2006

PAID

5068.80 + 990.45 = 6059.25

Vickie O'Connell

SKAMANIA COUNTY TREASURER

Legal description (abbreviated):

NW $\frac{1}{4}$ SW $\frac{1}{4}$ Section 14, T. 3 N., R. 8 E., W.M.

Reference Number(s) of Documents assigned or released:

Auditor's No. 111194 in Book 123, Page 146, Recorded May 3, 1991

Assessor's Property Tax Parcel/Account Number:

03-08-14-0-0-0300-00

3-21-06

edit

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.

WARRANTY DEED

KAREN ANN OWEN, as her separate estate, of Vancouver, Washington, Grantor, for and in consideration of Three Hundred Ninety-Six Thousand and no/100 Dollars (\$396,000.00) paid by Grantee pursuant to the Columbia River Gorge National Scenic Area Act of November 17, 1986 (P.L. 99-663; 100 Stat. 4274), the receipt of which is hereby acknowledged, does 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. 8 E.,

sec. 14, NW¼SW¼.

Gary H. Martin, Skamania County Assessor

TOGETHER WITH: Date 3-21-06 Parcel # 3-8-14-300
GHM

A perpetual easement crossing the NE¼SW¼ of section 14, T. 3 N., R. 8 E., W.M. for ingress and egress as described in Attachment A and generally located as shown in Exhibit A, attached hereto and made a part hereof, for all purposes deemed necessary and desirable in connection with administration, management, protection, utilization and control of the Grantee's land, subject to the terms and conditions specified in Attachment B attached hereto and made a part hereof. Said easement shall be 20 feet in width, 10 feet each side of the centerline with such additional width as required for accommodation and protection of cuts and fills.

The area described contains 37.22 acres, more or less.

SUBJECT TO:

1. Easement for water canal, dated October 2, 1913 and recorded October 2, 1913 in Book F, Page 258 in the Skamania County Records, State of Washington.
2. Easement granted to the United States of America for electric transmission line dated April 21, 1954 and recorded April 21, 1954 under Recording No. 46872 in Book 38, Page 76 in the Skamania County Records, State of Washington.

Warranty Deed – Owen

CRGNSA GIP #450

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

Dated this 17 day of March, 2006

Karen Ann Owen

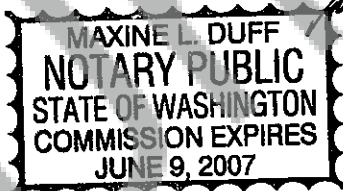
KAREN ANN OWEN

ACKNOWLEDGMENT

STATE OF Washington)ss.
County of Clark)

On this _____ day of March, 2006, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared **Karen Ann Owen**, personally to me known (or proved to me on the basis of satisfactory evidence) to be the individual described in and who executed the within instrument, and acknowledged to me that s/he signed the same as her/his free and voluntary act for the uses and purposes herein mentioned.

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



Machine E. Dress
signature

Name (Printed): Marilyn L. Buff
Notary Public for the State of WA
Residing at Vancouver
My commission expires 6.9.2009

Approved as to description, consideration and reservations or conditions.

Vicky Wessling
Vicky Wessling, Realty Specialist, USDA Forest Service

1/27/06
Date

ATTACHMENT A

ACCESS EASEMENT LEGAL DESCRIPTION

Owen – GIP #450

An easement for an administrative access road 20 feet in width, 10 feet each side of the centerline, over and across the Northeast Quarter (NE1/4) of the Southwest Quarter (SW1/4) of Section 14, Township 3 North, Range 8 East, Willamette Meridian, Skamania County, Washington described as follows:

Commencing at the CS 1/16 corner of Section 14, marked with a brass cap monument as shown in Book 2 of Surveys, Page 89, records of the Skamania County Auditor: thence North 2°16'40" West, along the east line of the said Northeast Quarter of the Southwest Quarter, 286.6 feet to the center line of Berge Road and the **True Point of Beginning**; thence along the centerline of an existing road, the following courses:

N 84°34' West, 67.9 feet; South 75°18' West, 61.3 feet; South 24°04' West, 10.8 feet; South 40°30' West, 25.1 feet; South 44°52" West, 61.3 feet; South 54°45' West 57.9 feet; South 41°20' West, 85.2 feet; South 56°15' West, 34.7 feet; South 79°08' West, 53.7 feet; North 79°55' West, 46.2 feet; North 60°10' West, 59.2 feet; North 66°51' West, 70.5 feet; North 75°01' West, 23.3 feet; South 69°34' West, 46.1 feet; South 66°40' West, 66.9 feet; South 72°47' West, 92.5 feet; South 74°07' West, 99.5 feet; North 82°26' West, 58.7 feet; North 74°58' West, 50.2 feet; North 72°35' West, 65.9 feet; North 65°08' West, 38.5 feet; North 46°51' West, 23.4 feet; North 64°42' West, 29.8 feet; North 79°32' West, 109.1 feet; North 78°15' West, 56.0 feet; North 71°02' West, 57.3 feet;

to the west line of said Northeast Quarter of the Southwest Quarter of Section 14, and the terminus of this easement. Said terminus point bears North 01°24'29" West, 164.2 feet from the SW 1/16 corner of said Section 14, marked with a brass cap monument as shown in Book 2 of Surveys, Page 89, records of Skamania County Auditor.

Containing 29,020 Sq. Ft. (0.67 Acres) more or less.

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**ATTACHMENT B
TERMS AND CONDITIONS OF ACCESS EASEMENT**

Owen – GIP #450

This easement grant is made subject to the following terms, provisions, and conditions applicable to the Grantee, its permittees, contractors, and assigns:

1. The Grantee shall have all rights of ingress and egress to and from the Grantor's real estate (including right from time to time, except as hereinafter provided, to cut, trim and remove trees, brush, overhanging branches and other obstructions) necessary for the Grantee's use, operation and maintenance of the easement hereby conveyed and granted and all rights and privileges incident thereto.
2. The easement shall be non-exclusive and perpetual.
3. The Grantee shall have the right to construct, re-construct, and maintain the road within the premises commensurate with the Grantee's use.
4. The use of herbicides within the limits of the easement will not be allowed without the Grantors prior permission. Such approval shall not be unreasonably withheld if noxious weed infestations are found within the limits of the easement.
5. This agreement shall bind and inure to the benefit of, as the circumstance may require, not only the immediate parties hereto, but also their respective heirs, executors, administrators and successors in interest.
6. This easement shall be only for the administrative use by the U.S. Forest Service, its contractors and agents. It does not permit the right of general public access.
7. Nothing herein shall bind or obligate any federal governmental body for any liability beyond that for which it would be liable under the Federal Tort Claims Act, and that liability of non-federal governmental bodies shall likewise be controlled by applicable law.

This easement is granted subject to the following reservations by the Grantor, her heirs and assigns:

8. The right to cross and re-cross the easement at any point and for any purpose in such manner as will not materially interfere with the use of the road.

9. The right to all timber now or hereafter growing on the easement subject to the Grantee's right to cut timber on the easement to the extent necessary for constructing, reconstructing, and maintaining the road. Timber so cut shall, unless otherwise agreed to, be cut into logs of standard lengths and decked along the road for disposal by the Grantor.
10. The right to install, utilize and maintain gates and to lock such gates in a fashion so as not to interfere with the Grantee's right of access.
11. The right to use the existing road described herein for all purposes deemed necessary or desirable by the Grantor in connection with the protection, administration, management, and utilization of the Grantor's lands or resources now or hereafter owned or controlled, subject, however to traffic control regulations as the Grantee may reasonably impose and the bearing of road maintenance costs proportionate to use, in each case as authorized and provided by the regulations of the Secretary of Agriculture and as they may be amended and published in the Code of Federal Regulations.

If, at any time, the Regional Forester determines that the road or any segment thereof is no longer needed, the easement traversed thereby shall terminate. In the event of such determination, the Regional Forester shall furnish to the Grantor, its heirs, or assigns, a statement in recordable form evidencing termination.

