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BOOK 119 PAGE 578

FILED FOR RECORD
SKAMIA CO. WASH
BY SKAMIA CO. TITLECOLUMBIA RIVER GORGE NATIONAL SCENIC AREA
EASEMENT DEED

JUN 23 3 35 PM '90

P. Lowry
AUDITOR
GARY H. OLSON

THIS EASEMENT DEED made this 13 day of June, 1990, by and between COLUMBIA RIVER GIRL SCOUT COUNCIL, INC., an Oregon corporation, which acquired title as Portland, Oregon Local Council of Girl Scouts, Inc., a charitable and educational corporation, (hereinafter called the GRANTOR), and the UNITED STATES OF AMERICA, (hereinafter called the UNITED STATES), by and through the Forest Service, Department of Agriculture.

WHEREAS, Public Law 99-663 (100 STAT. 4274), hereinafter 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 the 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 Grantor is owner of a certain tract of land lying within the boundaries of the Columbia River Gorge National Scenic Area, and

WHEREAS, the Grantor and United States mutually agree that the purpose of this easement is to retain the regular existing uses being made of each parcel of the Property at the time of this conveyance, plus those additional rights expressly reserved herein.

NOW THEREFORE, the Grantor, for and in consideration of \$412,000.00 (FOUR HUNDRED AND TWELVE THOUSAND DOLLARS), and other valuable consideration including the covenants contained herein, does hereby grant and convey unto the United States and its successors or 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 the "Property") except those rights and interests as specifically reserved to the Grantor 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 the 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.

Registered P
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REAL ESTATE EXCISE TAX

JUN 2 1990

PAID Exempt
Inv Deputy
SKAMIA COUNTY TREASURER

Glenda J. Kimmel, Skamania County Assessor
Br. Dm Parcel # 3-8-4000

STE-2337

Part I - Property Description

A parcel of land located in Section 25, Township 3 North, Range 8 East of the Willamette Meridian, Skamania County, Washington, described as follows:

The West Half of the Southeast Quarter; the South Half of the South Half of the Northeast Quarter of Northwest Quarter; the Southeast Quarter of the Northwest Quarter; and the Southwest Quarter, EXCEPTING THEREFROM those two tracts more specifically described in Book 32 of Deeds, page 84, records of Skamania County, Washington, under Auditor's File No. 38104, and ALSO EXCEPTING THEREFROM the following described parcel: The South Half of the North Half of the Northeast Quarter of the Southwest Quarter; the South Half of the Northeast Quarter of the Southwest Quarter; the North Half of the North Half of the Southeast Quarter of the Southwest Quarter; and the Southwest Quarter of the Northeast Quarter of the Southeast Quarter of the Southwest Quarter.

Part II - Reservations of Rights by Grantor

All right, title and interest in the Property is vested in the United States except that specifically and expressly reserved unto the Grantor. The rights reserved with associated terms and conditions are as follows:

A. Legal and Record title to the Property, the timber, minerals, and the improvements thereon.

B. The present and pre-existing regular uses of the Property, including ownership and continued use of the existing organizational camp structures and facilities located on the Property, to be used in conjunction with a 42.5 acre parcel retained in full unencumbered fee simple ownership (this 42.5 acres is excluded from the terms of this easement but is surrounded by lands that are included and a part of and subject to this instrument.) At the time of this easement, the right is acknowledged that the number of camp structures, including tent platforms and a watertower, and similar facilities used in conjunction with the management of the Property as an organizational site may be increased, subject to the determination that such increases are within the constraints of the Act. Architectural design and appearance of all structures and facilities are to be submitted in advance for review and approval by the Forest Service.

C. The new and existing structures and facilities may be remodeled, removed, repaired or replaced so long as remodeling, repairs, and replacement are substantially in and of the same location, size and architectural design. Proposals for changes in the architectural design and appearances of the structures shall be submitted in advance for review and approval by the Forest Service. Structures accessory to existing facilities, such as fences, sheds, wells, utilities, and the like, which are commonly used in the area for such organizational and domestic camp uses, will be permitted with the prior approval of the Forest Service.

D. Use of dead, dying or down trees for firewood or other camp uses on the Property. The cutting and disposal of scrub trees, brush, and similar material for aesthetic and landscaping purposes is permitted.

E. Ownership and title to the timber resources, present and future, on the Property and to any return therein derived from approved harvesting of said timber resources; provided, that except for the timber uses listed above or on the enclosed Exhibit A and List A, no trees or shrubs shall be pruned, removed, or destroyed on the land within the easement area except those authorized in writing by the Secretary of Agriculture or his duly authorized representative. Permission need not be obtained to cut dead trees for firewood or on an individual selection basis to remove hazardous trees for reasons of safety. Permission to operate within the enclosed harvest plan (Exhibit B) is unnecessary except for consistency review with the Gorge Act which all Special Management harvest plans are subject to. The Grantor hereby expressly agrees that the United States shall be entitled to actively participate in any determinations or decisions by Grantor regarding the use and management of the timber resources present on the Property. Such participation by the United States shall consist of the application and implementation of the rules, regulations, and statutory authorities pertaining to administration of the National Forests. No action shall be taken by the Grantor that does not conform to these rules, regulations, and general statutory authorities.

F. Organizational use which might evolve in future Girl Scout programs, provided that such use is approved by the Forest Service as being compatible with the intent of the Act.

G. Continued domestic use of the waters of an unnamed spring source, and the recreational uses of other water features on the Property, said uses to be within the constraints and rights identified in the laws of the State of Washington.

Part III - General Provisions

A. A general purpose of this easement is to preserve and maintain the regular uses of the property as they existed at the time of this instrument except for rights specifically reserved in Part II. The number and location of structures and facilities as of the date of this instrument are accepted including the water tower, cold storage building, and eight camp site locations.

B. For any activity by the Grantor which requires prior approval by the Forest Service, such approval will be at the sole discretion of the authorized Forest Service official. 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. Any activity determined to be incompatible shall be prohibited and shall be construed as a right having been acquired by the United States pursuant to this instrument.

C. The Grantor has an affirmative obligation to make reasonable repairs and reasonably maintain the Property, and to preserve its existing aesthetic characteristics. This obligation includes, but is not limited to, not placing any signs or billboards on the Property (except for sale or rent, no trespassing, or for identifying the owner), and not allowing the accumulation of trash, debris or other unsightly materials. Buildings and grounds will be reasonably maintained in an attractive appearance, and 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 in accordance with good husbandry practices. Grantors' practices existing on the date of this instrument shall be deemed to comply with the requirements of this paragraph. Grantor shall not be required by this instrument to repaint or change colors or finishes on existing structures or buildings, but will conform with this provision when such activities are undertaken in the future.

D. Public use and entry is not permitted on the 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 Grantor will be given 24 hours advance notice of any entry upon the 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 Grantors. No authorization is granted to the United States for the entry into structures or personal property without the permission of the Grantor, their successors or assigns, except under applicable law.

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) 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 of the United States 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 successors and assigns, from selling or mortgaging the Property subject to the rights acquired herein by the United States; provided, however, said Property shall not be subdivided, or disposed of as smaller tracts.

G. All uses of the Property, including those rights reserved in Part II by the Grantor, shall conform with all provisions which are or may be in effect of the Interim Guidelines promulgated by the Forest Service pursuant to section 10 of the Act, Guidelines for Land Use Ordinances issued pursuant to section 8 of the Act, and any zoning ordinances which may apply to this Property. In the event that a specific provision of this easement is more restrictive on the use and development of the Property than the above referenced Guidelines or ordinances, the provisions of this easement shall prevail.

H. All rights, title, and interests in the Property not expressly and specifically reserved by the Grantor shall be deemed to be acquired by the United States, and uses of the Property not specifically reserved shall be deemed prohibited.

I. The Grantor and the United States agree that any ambiguities regarding the terms and conditions of this easement shall be resolved in a manner which best effects the overall conservation and public purposes of Public Law 99-663.

J. The mineral rights to said property are hereby reserved by Grantor, however in exercising the use of those rights it is understood they must be deemed compatible with the purposes of Public Law 99-663.

K. 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 Property is located.

L. The provisions of this easement are enforceable in law or equity by the United States, its successors or assigns, OR, Grantor their heirs successors or assigns.

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

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

By


GAIL I. JOSEPH
President

By

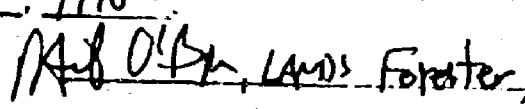

GRACE L. RAYMORE
Executive Director

ATTEST:

Counsel

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Checked as to consideration, acreage, description and conditions. Dated
this 26th day of June, 1990


Mark O'Brien, Lands Forester

ACKNOWLEDGMENT

STATE OF OREGON)
) ss.
COUNTY OF)

On this day personally appeared before me GAIL I. JOSEPH, President of the Columbia River Girl Scout Council, Inc., known to be the person described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 13 day of June, 1990.



Jean Thorne
Notary Public in and for the State of
Oregon,
Residing Multnomah County

ACKNOWLEDGMENT

STATE OF OREGON)
) ss.
COUNTY OF)

On this day personally appeared before me GRACE L. RAYMORE, Executive Director of the Columbia River Girl Scout Council, Inc., known to be the person described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act, for the uses and purposes therein mentioned.

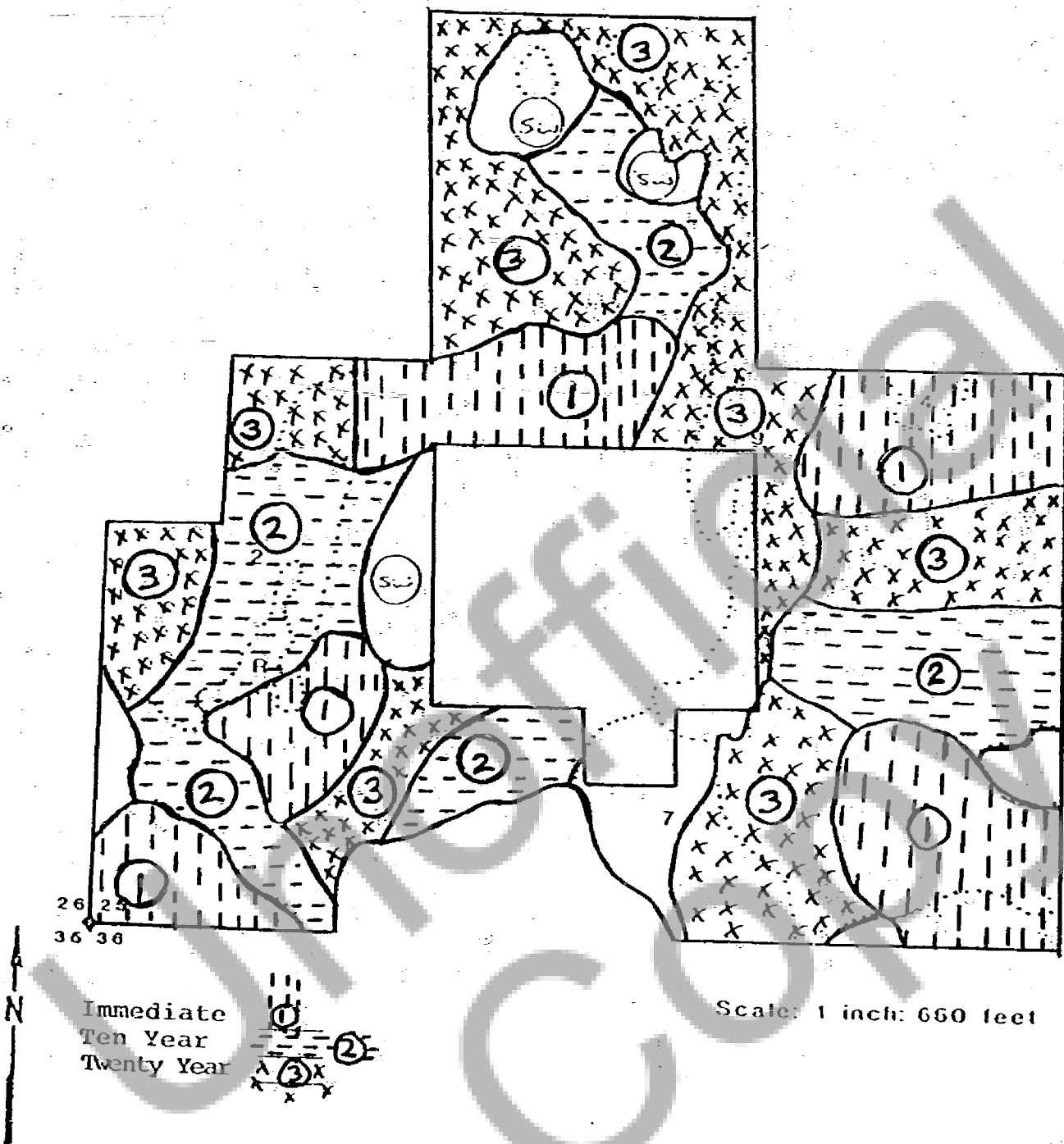
GIVEN under my hand and official seal this 13 day of June, 1990.

Jean Thorne
Notary Public in and for the State of
Oregon,
Residing Multnomah County

Camp Arrowhead Conservation Easement

T.3N., R.8E., W.M. Section 25

EXHIBIT A



LIST A

Timber Entry Proposal for Girl Scout Conservation Easement

Present Entry (1989)

SW Section Corner	Type 6	7.4 acres	46.6 Mbf
SW Beaver Lake	Type 10	14.2 acres	187.1 Mbf
East Lake	Type 10	12.2 acres	160.8 Mbf
SW Tyhee	Type 3	7.5 acres	153.6 Mbf
Back Hill	Type 3	20.0 acres	409.7 Mbf
	Type 9	6.5 acres	2.3 Mbf
	Type 10	3.5 acres	46.1 Mbf
	Type 12	3.3 acres	27.9 Mbf
	Type 13	6.3 acres	23.3 Mbf
Shelterwood (70%)	Type 3	11.5 acres	164.9 Mbf
Totals		92.4 acres	1,222.3 Mbf

Ten-year Entry (1999)

Red Gate	Type 10	9.1 acres	119.9 Mbf
	Type 7	4.2 acres	13.6 Mbf
Ranger West	Type 3	6.4 acres	131.1 Mbf
Gap East	Type 2	11.3 acres	84.5 Mbf
	Type 3	10.6 acres	217.1 Mbf
Wyeast East	Type 3	7.7 acres	157.7 Mbf
Totals		49.3 acres	723.9 Mbf

Twenty-year Entry (2009)

Tyhee Hill	Type 3	6.9 acres	141.4 Mbf
Corners	Type 1	10.5 acres	254.2 Mbf
	Type 3	2.3 acres	47.1 Mbf
North Sherwood	Type 10	12.3 acres	162.1 Mbf
Backcamp/Ravine	Type 3	12.6 acres	258.2 Mbf
NW Beaver Lake	Type 10	14.8 acres	195.1 Mbf
Residual (30%)	Type 3	(11.5 acres)	70.7 Mbf
Totals		59.4 acres	1,128.8 Mbf
Total commercial timber removals		201.1 acres	3,075.0 Mbf
Water, rocks, non-commercial, etc.		19.8 acres	---
Camp area (retained in fee)		42.5 acres	685.8 Mbf
Grand totals		263.4 acres	3,760.8 Mbf

Note: There are two 2-1/2 acre enclaves in the above listed units which buffer existing permanent structures, a water tower and a cold storage building. There are eight other 2-1/2 acre enclaves which buffer camp site locations within the easement area of which approximately fifteen acres are within the above listed cutting units.