

## STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That we, DONALD D. SHELTON AND FLORENCE L. SHELTON, husband and wife, for and in consideration of FIFTEEN THOUSAND AND 00/100 DOLLARS (\$15,000.00), to us paid by the STATE OF WASHINGTON, THE DEPARTMENT OF GAME, receipt thereof being hereby acknowledged, do hereby grant, bargain, sell, and convey unto said State of Washington, the Department of Game all of the following real property with the tenements, hereditaments, and appurtenances thereunto belonging, situated in the County of SKAMANIA, the State of Washington, bounded and described as follows:

Parcel No. 1

Beginning at the intersection of the Southwesterly limit of the B. B. Bishop Donation Land Claim No. 39 in Sections 20 and 21, Township 2 North, Range 7 East W. M., with the meander line on the North bank of the Columbia River; thence along the Southwesterly limit of the B. B. Bishop D.L.C. 969.91 feet to the intersection of said limit with the Southerly line of that certain tract of land described in Parcel "A" in that certain deed from Frank W. Warren and wife; George A. Warren; Anna Grace Munro and husband, to the United States of America, recorded on June 13, 1934, in Book X at page 535 of the Deed Records of Skamania County, Washington; thence N 61°10'E 702.79 feet following the Southerly line of said tract so conveyed to the United States of America to a point where said Southerly line of such tract is intersected by a line drawn parallel to said Southwesterly limit of said B. B. Bishop D.L.C., and 675 feet Northeasterly therefrom measured at right angles thereto; thence S 45°E along said line, which is 675 feet distant Northeasterly from the Southwesterly limit of the B. B. Bishop D.L.C., to the ordinary low water line on the Northerly bank of the Columbia River; thence downstream along the ordinary low water line on the Northerly bank of the Columbia River to a point of intersection with the Southwesterly limit of the B. B. Bishop D.L.C. as extended; thence Northwesterly along the Southwesterly limit of the B. B. Bishop D.L.C. as extended to the point of beginning.



Parcel No. 2

All that portion of the George W. Johnson D.L.C. No. 38 lying in Section 21, Township 2 North, Range 7 East W.M.

Parcel No. 3

A strip of land 50 feet in width in the B. B. Bishop D.L.C. No. 39 in Sections 20 and 21, Township 2 North, Range 7 East W. M., lying parallel with and adjacent to the Southerly right of way line of the Spokane, Portland and Seattle Railway Company, more particularly described as follows:

Beginning at the point of intersection of the Southerly right of way line of the Spokane, Portland and Seattle Railway Company, and the Westerly boundary line of the B. B. Bishop D.L.C. No. 39, which point is S 45°E 398.23 feet from the angular corner of the Westerly boundary line of the said Bishop D.L.C.; thence N 61°10'E on the said Southerly right of way line a distance of 972.02 feet to a point which is at right angles and distant 100 feet from the original center line of the Spokane, Portland and Seattle Railway Company's main line track at Engineer's Station 2012+23.4; thence S 28°50'E a distance of 50 feet; thence S 61°10'W a distance of 957.52 feet to a point of intersection with the Westerly boundary line of the said Bishop D.L.C.; thence N 45°W along said Westerly line of said Bishop D.L.C. a distance of 52.06 feet to the point of beginning.

Parcel No. 4

Shorelands of the second class, consisting of 28.842 acres, more or less, as shown by the plat and field notes thereof filed in the Office of the Commissioner of Public Lands at Olympia, Washington, on the 10th day of March, 1896, conveyed by the State of Washington by deed dated September 19, 1896, and recorded March 12, 1910, at page 204 of Book M of Deeds, Records of Skamania County, Washington, more particularly described as follows:

Beginning at the Southeast corner of George W. Johnson D.L.C. No. 38 in Section 21, Township 2 North, Range 7 East W. M.; thence S 45°46'E 106.20 feet; thence S 21°16'W 30.60 feet; thence S 5°24'W 292.70 feet; thence S 7°26'W 255.70 feet; thence S 15°41'W 264.90 feet; thence S 35°23'W 120.30 feet; thence S 31°28'W 351.90 feet; thence S 45°22'W 217.70 feet; thence S 29°32'W 487.10 feet; thence S 7°51'W 326.10 feet; thence S 28°05'W 161.00 feet; thence S 38°57'W 612.40 feet; thence S 20°09'W 339.70 feet; thence S 42°25'26"W 627.11 feet; thence N 17°30'W 249.90 feet; thence N 18°15'E 1,640.76 feet; thence N 63°E 145.20 feet; thence N 48°15'E 429.00 feet; thence N 64°56'30"E 572.09 feet; thence N 59°45'E 56.76 feet; thence N 26°E 243.54 feet; thence N 8°30'E 792.00 feet; thence N 24°30' East 197.30 feet to the point of beginning.

Parcel No. 5

A strip of land 40 feet in width in the Bishop D.L.C. No. 39 and in Section 20, Township 2 North, Range 7 East W. M., more particularly described as follows:

Beginning at the intersection of the Southerly line of the Evergreen Highway with the West line of the said Bishop D.L.C., said point being North 162.70 feet from a United States Government monument marking the angle corner between the said Bishop D.L.C. and the George W. Johnson D.L.C. No. 38; thence S 24°27'30"E 328.33 feet to intersection with the Northerly right of way line of the Spokane, Portland and Seattle Railway Company; thence following said railway right of way line N 61°10'E 41.35 feet; thence N 24°27'30" West 325.38 feet to intersection with the Southerly right of way line of the Evergreen Highway; thence S 65°32'30"W 41.47 feet to the point of beginning.

## EXCEPT:

The East 275 feet of those certain lands described as Parcel No. 1, excepting therefrom the shorelands fronting and abutting said lands. Said shorelands are hereby conveyed to the State of Washington, the Department of Game.

## THE GRANTORS RESERVE FOR THEMSELVES:

1. An easement for right of way from the Evergreen Highway through the railway underpass and along that tract of land bordering the South side of the SP&S Railway right of way to said tract of 275 feet; right of way to be not less than 30 feet, except through the underpass.
2. An easement for utility purposes.
3. The right to use of water for domestic purposes, supplying one dwelling only, from a certain drilled well located on the land herein conveyed, and subject, also, to the means of transporting, underground, water from said well to grantors' said adjoining property.

TO HAVE AND TO HOLD the above-described and granted premises unto the said State of Washington, the Department of

Game forever, subject, nevertheless, to the incorporeal considerations herein contained, which are recognized and admitted by the parties hereto, to be the basic motivation for this conveyance, and declared to be the primary essence of this agreement.

The grantees covenant with the grantors that they will protect and preserve the historic monuments within the land area herein granted and, by this instrument of conveyance, the grantees concur and join with the grantors in dedicating said land area to the enjoyment and behoof of the present and each succeeding generation, who shall be the continuing beneficiaries thereof, that they may be inspired to emulate the courage and high purpose of the pioneers who paused, briefly, on this sacred ground, in their resolute effort to conquer and to build an empire.

The valor of those gallant pioneers won for them our deep respect and admiration, and their wisdom left unto us a coveted heritage unblemished by them, and the land herein granted remains unspoiled, which activates a burning desire on the part of the grantors to halt approaching demolition squads, and to that altruistic end the grantees covenant with the grantors to preserve, inviolate, the wild, rugged terrain, the remains of a well-preserved portage road, the pioneer grave, and headstone, to diligently maintain and to protect what remains of this pioneer environment, rich with the treasures of history, nestled in the bosom of the land area herein conveyed.

The grantees covenant with the grantors that any and all roads now within the perimeter of the premises herein conveyed, or any roads that may hereafter be built within the land area above mentioned, shall be limited exclusively to serving the demands of recreation and/or education.

Recreation shall be defined as fishing, in pursuit of sport only, camping, picnicking, and all activities closely allied with the same, and shall be made available to all Americans, without prejudice, who enter upon this land herein dedicated to their mental and physical relaxation.

The grantees covenant with the grantors that they will not grant, or cause to be granted, directly or indirectly, any business or philanthropic concessions to any part or parcel of the land herein conveyed, and that they will not permit any portion of said premises to be exploited for profit.

The grantees further agree and covenant with the grantors that they will not sell, trade, lease, rent, subdivide, or dispose of all or any part or parcel of the above-mentioned premises, and that they will not delegate, assign, transfer, partition, or tolerate any of their managerial authority to filter through to any individual or individuals, or to any political subdivision, nor shall the grantees dilute their dictatorial authority by sharing the same with another, in managing and/or supervising the property herein conveyed to the State of Washington, the Department of Game; EXCEPT, HOWEVER, The said grantees shall have the right to appoint, contract with, or otherwise provide subordinate maintenance personnel for all or any part of the land herein conveyed, but only within the framework of and under the true tenor of this conveyance, provided that that tract of land in Parcel No. 5, an access road, may be sold or traded by the State of Washington, the Department of Game in the event that access to the remainder of the tracts of land is provided for in a new location.

Should the grantees default in any or all of the conditions, agreements, or stipulations herein set forth, said grantees shall thereby forfeit any and all rights granted; and to

insure, in perpetuity, the full intent and purpose of the grantors in entering into this agreement, as heretofore emphasized, it is hereby declared that all said rights are, and shall remain, a component part of the land herein conveyed and, in the event of the above-mentioned default on the part of the grantees, all of the land herein conveyed, together with all assets, rights and encumbrances thereunto belonging, shall escheat to the United States Department of Parks and Recreation, and the grantees shall, by their failure to perform, waive any and all rights herein given to them, including any actual or punitive, or imaginary rights to compensation for monies spent or labor performed.

To assure our generation, and to advise posterity that the grantees concur, without reservation, to all and severally of the conditions, stipulations, declarations, and sentiments hereinabove revealed, the said grantees, in testimony thereof, hereby affix the Official Seal of the State of Washington, the Department of Game.

AND, Donald D. Shelton and Florence L. Shelton, husband and wife, the grantors above named, do covenant with and to the above-named grantees that they are lawfully seized, in fee simple, of the above-granted premises, that the above-granted premises are free from all encumbrances, except as hereinabove set forth, and that they will, and their heirs,



executors, and administrators shall, warrant and forever defend the above-granted premises, and every part and parcel thereof against the lawful claims and demands of all whomsoever.

DATED this 13 day of April, 1966.

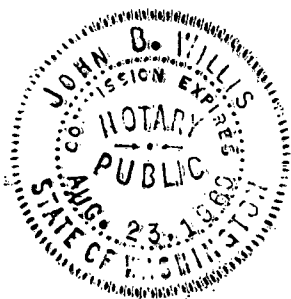
Donald D. Shelton (Seal)

Florence L. Shelton (Seal)

STATE OF WASHINGTON )  
 ) ss.  
County of Clark )

On this day personally appeared before me Donald D. Shelton and Florence L. Shelton, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 13 day of April, 1966.



John B. Willis  
Notary Public in and for the State of  
Washington, residing at Vancouver