

73040

STATUTORY WARRANT DEED

KNOW ALL MEN BY THESE PRESENTS that we, DONALD D. SHELTON and FLORENCE L. SHELTON, husband and wife, for and in consideration of the conditions, stipulations, and incumbencies hereinafter imposed, and concurred in and to by the CLARK COUNTY COUNCIL, CAMP FIRE GIRLS, a Washington non-profit corporation, do hereby convey and warrant to said Clark County Council, Camp Fire Girls, a Washington non-profit corporation, all of the following real estate, situated in the County of Skamania and State of Washington:

The East one half ($E\frac{1}{2}$) of the Southeast Quarter ($SE\frac{1}{4}$) of Section Eighteen (18) Township Two (2) North of Range Seven (7) East of Willamette Meridian, containing eighty acres (80) more or less

TO HAVE AND TO HOLD the above described and granted premises subject to the conditions and stipulations herein contained, which are recognized and admitted by the parties hereto, to be the basic motivation for this conveyance, and which are declared to be the primary essence of this agreement.

PREAMBLE

The Grantees covenant with the grantors that the land herein granted shall retain its present undiluted wilderness flavor for all who pass this way to enjoy that they, too, may reap what God, not man, has sown and which stimulates 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, over which the Grantors have spent many inspiring, rewarding days, and by this instrument of conveyance, the Grantees concur and join with the Grantors in dedicating this land and its unique environment to the enjoyment of, and to the moral, physical, and spiritual growth of the present and each consecutive generation of boys and girls of America that they, too, might find the sustaining inspiration that was a source of strength upon which the Grantors drew over the preceding forth plus years.

NAME OF PROPERTY

In memory of the Grantors grandfather, SOLOMON SHELTON, an 1844 Oregon Pioneer, the land herein identified shall henceforth be known as the SHELTON MEMORIAL CAMP.

TRAILS & ROADS DEFINED

The Grantees covenant with the Grantors that any and all trails, or roads, that may now be within the perimeter of the premises herein conveyed, or any trails or roads that may hereafter be built upon the land area above described, shall be limited and confined exclusively to serving the demands of recreation and other uses authorized by this conveyance.

BUILDINGS

Trail houses and other buildings, including sanitary facilities, shall be constructed at the option of the Grantees.

FIRE ARMS

Fire arms of any kind or shape, except for self protection, shall

not be permitted to enter upon the property herein deeded to the Grantees. Bows and arrows shall not be permitted except for inanimate target practice.

RECREATION DEFINED

Recreation shall be defined as fishing (in pursuit of sport only), camping, hiking, picnicking, and all activities closely allied with the same, and shall be made available to all children of America, without prejudice, who enter upon the land herein dedicated to their mental and physical growth; PROVIDED, however, that boys and girls are sponsored and personally supervised by personnel of a publicly recognized organization of proven merit.

STATUS OF ASSETS

Except as authorized or required by this agreement, no organic or inorganic life shall be removed from the property unless such life be declared, by recognized competent authority, to be a menace to the environment or other life, in which case it may then be removed. Animal or vegetable life may be removed under the supervision of a biologist or research laboratory identified with a recognized institution of learning, provided that written consent be first obtained from the Grantees.

WILD LIFE RESERVE

In addition to the land herein dedicated to the children of America as a class room, a laboratory, a play ground and a gymnasium it shall be, and is hereby, dedicated as a WILD LIFE reserve; a sanctuary where denizens of forest and air may find immunity from human predators, and the Grantees not only concur but pledge their best efforts in protecting the lives of our wild friends and benefactors.

OPTION TO REFOREST

The grantees shall have the option to reforest the premises under direction of the United States Forest Service for the purpose of stimulating the Grantees income; PROVIDED, however, that the harvesting thereof does not violate wilderness integrity beyond rapid recovery.

DELEGATES TO COUNCIL

The Grantees shall have the option to petition, and to accept one or more delegates from the BOY SCOUTS OF AMERICA, the GIRL SCOUTS OF AMERICA, the SALVATION ARMY, and from other organizations of similar status, purpose, dedication, to serve in an advisory capacity to the CLARK COUNTY COUNCIL, CAMP FIRE GIRLS.

GRANTEES SHALL NOT

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 land to be exploited for profit or for any other derogatory reason except as provided in this deed.

GRANTEES LIMITATION OF POWER

Except as authorized or required by this deed, the grantees further agree and covenant with the Grantors that they will not lease, rent, or subdivide all or any part of parcel of the premises hereby granted, and that they will not delegate, assign, transfer, partition, or tolerate any of their managerial authority to filter through to any individual or individuals, to any

political entity or its subdivisions, nor shall the Grantees dilute their dictatorial authority by sharing the same with another in managing and/or supervising the property herein conveyed, except, however, the Grantees shall have the right to appoint, contract with, or otherwise provide subordinate personnel activities and behavior shall conform, while on the premises, to the true tenor of this agreement.

VEHICLES

Except as authorized or required by this deed, vehicles powered by fossil fuels or other propellants shall not be permitted on the premises except for the purpose of delivering necessary supplies or for transporting personnel to and from the premises.

GRANTORS RIGHT TO BUILD

The Grantors reserve the right to build a cabin for recreational purposes only, but said right to build, occupy and use a cabin shall terminate and be of no more force or effect upon demise of the Grantors.

DEEDS

Each of the legacies herein above identified shall receive a verbatim copy of this deed within thirty days subsequent to its execution.

GRANTEES DISSOLVED

Should the Grantees be dissolved or become inoperative, the BOY SCOUTS OF AMERICA shall be the beneficiary, and thereby inherit the responsibilities, benefits, gratuities, set forth in this agreement and, in the event the BOY SCOUTS OF AMERICA fail to perform within the frame work of this agreement, the GIRL SCOUTS OF AMERICA shall be vested with the conditions and stipulations of this deed, and should said GIRL SCOUTS OF AMERICA cease and desist or fail to perform within the framework of this agreement, title to the property herein granted to the above grantees in their respective rotation, shall vest jointly in the WASHINGTON STATE DEPARTMENT OF GAME and the WASHINGTON STATE DEPARTMENT OF PARKS AND RECREATION who shall preserve and protect the land herein deeded as a wild life refuge and wilderness area and as a recreational environment for responsible leadership of boys and girls of young Americans, however, said leadership shall first apply to the grantees then in authority for a permit to enter upon the premises and said permit shall, upon authenticated proof of the applicant's credentials, be granted an irrevocable permit provided the parties conform to the conditions of this paragraph, and to the strict performance of all other conditions and stipulations set forth in this deed and not otherwise. However, the WASHINGTON STATE DEPARTMENT OF PARKS AND RECREATION shall have veto power to defend, protect, and maintain the status quo of this agreement.

PENALTY FOR DEFAULT

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 herein 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 cohesive, inseparable part of the land herein conveyed and, in default on the part of the Grantees, all of the land herein conveyed, together with all assets, rights and encumbrances thereunto belonging shall be waived by said failure to perform, including any actual or imaginary rights to compensation for monies spent or labor performed.

OFFICIAL SEAL

To insure our generation and advise posterity that the Grantee concurs without reservations to all and severally of the conditions, stipulations, declarations and sentiments hereinabove revealed, the Grantee, in testimony thereof, hereby affixes the official seal of Clark County Council, Camp Fire Girls.

GRANTORS ASSUMPTION

The Grantors assume that within the foreseeable future there will always be a State of Washington and a United States of America. Therefore, said Grantors find no valid reason to select additional legatees succeeding Washington State Department of Game and the Washington State Department of Parks and Recreation. If the State and Federal Government are no longer able or willing to protect civil liberty and enforce the sanctity of contracts, chaos and anarchy will then be in full command, and this deed will have lost its only source of strength that sustains it and will be of no further force or effect.

A STATEMENT OF FACT

And, DONALD D. SHELTON and FLORENCE L. SHELTON, husband and wife, the Grantors above named, covenant with the above-named Grantees that they are lawfully seized of the above-granted premises, that said premises are free from all encumbrances except those hereinabove set forth, that they will and that their heirs, executors, and administrators will warrant and forever defend the above-granted premises and every part and parcel thereof against the lawful claims and demands of all whomsoever.

COMPOSED AND WRITTEN BY:

No. _____
TRANSACTION EXCISE TAX

DEC 9 1970

Amount Paid: _____ DATED THIS _____ day of December, 1970.

Skaneateles County Treasurer

By _____

DONALD D. SHELTON

DONALD D. SHELTON

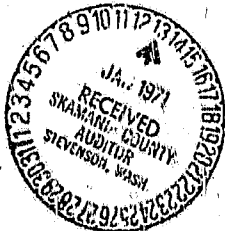
FLORENCE L. SHELTON

STATE OF WASHINGTON)

COUNTY OF CLARK) ss

ON THIS DAY personally appeared before me DONALD D. SHELTON and FLORENCE L. SHELTON, husband and wife, 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 revealed.

GIVEN UNDER my hand and official seal this _____ day of December, 1970.



NOTARY PUBLIC in and for the State of Washington, residing at Vancouver, therein. My commission expires: 6-30-71