Date: August 1, 2024

To: Planning Commission

From: Alexandra Plumb, Consultant Planner

RE: Request for Open Space Tax Classification (Permit No. P2300920)

Open Space Classification Application

Introduction

The McGowan Family Properties, LLC is requesting an open space land classification of approximately 262 acres of property located near 336 State Route 101 in Chinook, WA in Pacific County. An application for open space land classification under RCW 84.34.020 is acted upon in the same manner as an amendment to the Comprehensive Plan. The Planning Commission is to provide a recommendation to the Board of County Commissioners for approval or denial.

Legal Description

The properties are described as Assessor's Parcel Number(s) 09102250007, 09102250008, and a portion of 09102200001 within Section 22 in Township 09 N, Range 10 W, W.M., Pacific County, Washington.

Comprehensive Plan

The subject properties are designated as Transitional Forest according to the 2020 Pacific County Comprehensive Plan. The purpose of this designation is to protect transitional forest areas, primarily located adjacent to rural shoreline areas along Willapa Bay, the Naselle River and the Columbia River. This designation provides for rural types of residential development along with commercial forestry production on parcels in accordance with the protection standards of this subsection and the Critical Areas and Resource Lands Ordinance No.180. Small-scale farms and forestry activities, dispersed single-family dwellings and open space characterize the transitional forest areas. Lands are typically too far from the urban area to enable cost-effective provisions of public services. Within designated Transitional Forest Lands, residential densities are limited to one unit per five (5) acres, with the actual lot size determined by the presence of any critical area, the suitability of the site for on-site sewage disposal and the availability of potable water.

Site Characteristics

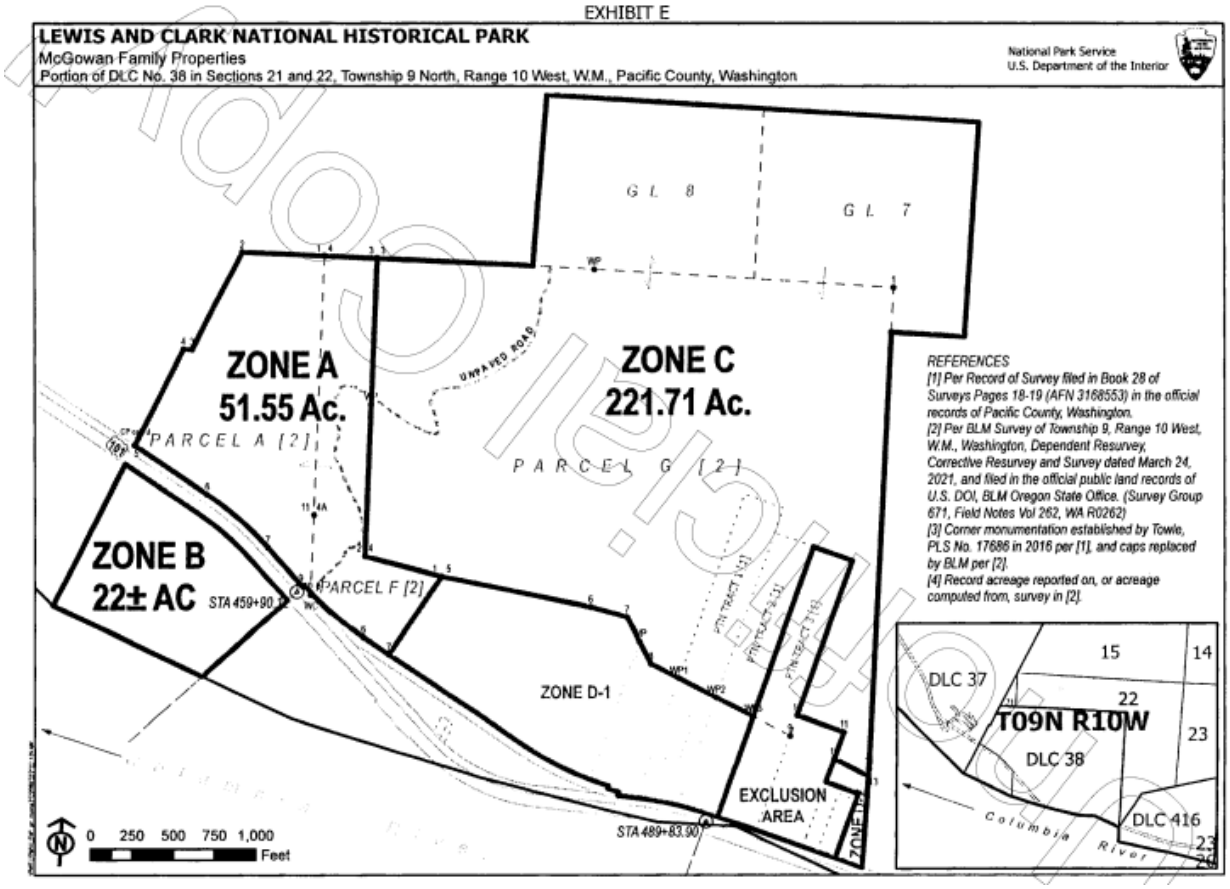
The site consists of several large parcels near 336 State Route 101 in Chinook, WA in Pacific County. The proposal includes adding approximately 262 acres of Section 22 in Township 09 N, Range 10 W, W.M W, W.M to the open space tax classification. These properties were recently removed from the designated forest land classification to convey the property under a

permanent scenic conservation easement to the United State of America for administration by the National Park Service. The scenic conservation easement has been recorded under Pacific County Auditor File Number 3219897 and is included as Exhibit 2. The scenic conservation easement deed notes that, "*the United States, acting through the Secretary of the Interior in accordance with Public Law 85-435 (72 Sat. 153), as amended, by Public Law 108-387 (118 Stat. 2234), desires to protect the scenic, cultural, and similar values of Lewis and Clark National Historical Park land and its immediate environment and to prevent any developments that would tend to mar or detract from these values. The land possesses significant scenic and conservation values and is part of an area many historians called "Station Camp" and marks the end of the Lewis and Clark Expedition journey to the Pacific Ocean. It is also a place where the Corps of Discovery's encampment took place during the winter of 1805-1806. For thousands of years, it was the Chinook seasonal village of quiqayakxilam which was an important cultural site for the gathering of food and natural resources that provided ample materials for making shelters, clothing and household goods for the Chinook people.*

Vicinity Map:

Approximate project vicinity is outlined in red (Pacific County Mapsifter, accessed 2024)

Property Maps:



State Environmental Policy Act (SEPA)

This proposal is categorically exempt from SEPA under WAC 197-11-800(14)(k), which includes classification of land for current use taxation under Chapter 84.34 RCW.

Review Procedure:

When considering whether to approve or deny an open space request, the RCW listed below provides guidance in the decision-making process.

RCW 84.34

Open Space Definition

Pursuant to RCW 84.34.020(1)(b), "Open Space" means any land area, the preservation of which in its present use would:

i. conserve or enhance natural, cultural, or scenic resources
ii. protect streams, stream corridors, wetlands, natural shorelines and aquifers
iii. protect soil resources and unique or critical wildlife and native plant habitat,
iv. promote conservation principles by example or by offering educational opportunities
v. enhance the value of abutting or neighboring parks, forests, wildlife preserves, nature reservations, sanctuaries, or other open spaces

vi. enhance recreation opportunities
vii. preserve historic and archaeological sites
viii. preserve visual quality along highway, road, and street corridors or scenic vistas
ix. affect any other factors relevant in weighing benefits to the general welfare of preserving the current use of the property

Approval Criteria:

Pursuant to RCW 84.34.037(2), in determining whether an application made for classification or reclassification under RCW 84.34.020(1) (b) and (c) should be approved or disapproved, the granting authority may take cognizance of the benefits to the general welfare of preserving the current use of the property which is the subject of application, and shall consider:

a) The resulting revenue loss or tax shift;

b) Whether granting the application for land applying under RCW **84.34.020**(1)(b) will:

i. conserve or enhance natural, cultural, or scenic resources,

ii. protect streams, stream corridors, wetlands, natural shorelines and aquifers,

iii. protect soil resources and unique or critical wildlife and native plant habitat,

iv. promote conservation principles by example or by offering educational opportunities,

v. enhance the value of abutting or neighboring parks, forests, wildlife preserves, nature reservations, sanctuaries, or other open spaces,

vi. enhance recreation opportunities,

vii. preserve historic and archaeological sites,

viii. preserve visual quality along highway, road, and street corridors or scenic vistas,

ix. affect any other factors relevant in weighing benefits to the general welfare of preserving the current use of the property;

The granting authority may approve the application with respect to only part of the land which is the subject of the application. If any part of the application is denied, the applicant may withdraw the entire application. The granting authority in approving in part or whole an application for land classified or reclassified pursuant to RCW **84.34.020**(1) may also require that certain conditions be met, including but not limited to the granting of easements.

As a condition of granting open space classification, the legislative body may not require public access on land classified under RCW **84.34.020**(1)(b)(iii) for the purpose of promoting conservation of wetlands.

Discussion:
The applicant describes that the open space classification approval criteria is met by preservation of land to conserve natural, cultural, or scenic resources; protection of streams, stream corridors, wetlands, natural shorelines, aquifers and soil resources; unique or critical

wildlife and native plant habitat; preservation of historic or archaeological sites; and preservation of visual quality along highway, road, street corridors, or scenic vistas. These properties were recently removed from the designated forest land classification to convey the property under a permanent scenic conservation easement to the United State of America for administration by the National Park Service. The scenic conservation easement has been recorded under Pacific County Auditor File Number 3219897 and is included as Exhibit 2.

General vicinity of subject properties (Source: National Wetlands Inventory)

Recommendation: <u>Approval</u>

The site is designated in the 2020 Pacific County Comprehensive Plan as Transitional Forest. The open space designation appears to be consistent with this designation. The site also appears to meet several of the approval criteria listed in RCW 84.34.020. As the land is legally protected under a permanent scenic conservation easement, the intent of the open space classification appears to be met.

<u>Conditions of approval:</u>

1. Pursuant to RCW 84.34.080, when land which has been classified under this chapter as open space land, farm and agricultural land, or timberland is applied to some other use, except through compliance with RCW **84.34.070**, or except as a result solely from any one of the conditions listed in RCW **84.34.108**(6), the owner shall within sixty days notify the county assessor of such change in use and additional real property tax shall be imposed upon such land in an amount equal to the sum of the following:

a. The total amount of the additional tax and applicable interest due under RCW **84.34.108**; plus

b. A penalty amounting to twenty percent of the amount determined in subsection (1) of RCW 84.34.080.

Exhibit List:

1. Staff Report
2. Application & Related Documents
3. Section 7, Pacific County Ordinance No. 177
4. Comprehensive Map

Name: McGowan Family Properties LLC Parcel No.: 0910225000708

Description: Open space land

License Application No.: _____

Department Review	Date Routed	Action	Action Date	Signature	Comments/Notes
Planning P23000920	12/20/23				
Roads					
LADO/ Floodplain					
Building					Electronic Plan Log Complete? Yes ☐ Workflow Complete? Yes ☐ Scanned: Yes ☐ No ☐
Health					

App/Tech	95-	Septic Site Rvw		Zoning		Special Use	
State B/C		Septic Eval		CARL		Variance	
Building		Septic Install		Road Appr		Reasonable Use	
Plan Check		Septic Repair		Shoreline		Short Plat	
Manu Home		Design Review		Floodplain		BLA	
MHT		Winter Hold		LADO		Public Notice	280-
Fire/Life Safety		Well		Wetland Delin		Revision Fee	
Fireworks		Plan Review		Cond Use		Open Space	560-
Penalty Fee		License		SEPA			

Rolled set of building plans? Yes ☐ No ☐ Added to Electronic Bldg. Plan Log? Yes ☐ No ☐

Fees Received

Date Receipted	Amount
Owe	$935-

Balance Due: _____ **Date Issued:** _____ **Issued to:** _____

Notes:

Application No:	183	Newspaper:	
Title:	Mr.	Publication Date:	
Last Name:	McGowan Family Prop	Conditions:	
First Name:			
Other Name:			
Street Address:	PO Box 127	Assessors Parcel Number:	09102250007, 09102250008, PTN 09102
City:	Chinook	Copy:	
State:	WA	Copy Address:	
Zip:	98614-0000	Copy City:	
Telephone:	(360) 280-0504	Copy State:	
Application Type:	Open Space Land	Copy Zip:	
Hearing Date:			
Hearing Time:			Print Record
Property Description:	PTN McGowan DLC less R/W & M&B Gov Lot 7 & 8; Tax 13 & 14 22-9-10		

Date Sent to Planning Commission: 12/14/2023

Pacific County
COMMISSIONERS

Lisa Olsen, District #1
David Tobin, District #2
Jerry Doyle, District #3

MEMORANDUM

DATE: December 14, 2023

TO: Shawn Humphreys, DCD Director

FROM: Amanda Bennett, Clerk of the Board

RE: Open Space Classification Application(s)

Attached please find Open Space Classification Application(s) that need to be considered. Please advise this office with your comments of land use issues pertaining to the subject property.

Name	Property Description and Assessor's ID Number:	Application Type:
McGowan Family Properties, LLC	PTN McGowan DLC less R/W & M&B Gov Lot 7 & 8; Tax 13 & 14 22-9-10 -- 09102250007, 09102250008, PTN 0910220001	Open Space Land

Thank You.

Pacific County
COMMISSIONERS
Lisa Olsen, District #1
David Tobin, District #2
Jerry Doyle, District #3

December 14, 2023

McGowan Family Properties, LLC
PO Box 127
Chinook, WA 98614-0000

RE: Open Space Land Classification Application

Dear Applicant(s):

Your application for Open Space Land Classification has been referred to the Planning Commission for its consideration. In accordance with RCW 84.34.037 applications for classification of land that is located in an area subject to a comprehensive plan, require the application to be acted upon by the Planning Commission.

The Planning Commission Clerk will notify you of the date your application will be considered. If your application is approved, a public hearing will then be scheduled before the Board of County Commissioners for their action.

If you have any questions, please feel free to call me at (360) 875-9337 or (360) 642-9337.

Thank you.

Sincerely,

PACIFIC COUNTY
BOARD OF COMMISSIONERS

Amanda Bennett

AMANDA BENNETT
Clerk of the Board

Konrad J. Liegel

Attorney-At-Law, PLLC

1211 E. Denny Way, #190 (Mailing Address)
Seattle, Washington 98122
Phone: 206.491.2200 Fax: 206.913.2794
E-Mail: konrad@konradjliegel.com
Web: konradjliegel.com (under construction)

December 8, 2023

RECEIVED
DEC 11 2023
BY: Asse

Becky Nissell
Chief Deputy
Pacific County Assessor's Office
PO Box 86
South Bend, WA 98586

Re: Open Space Application of McGowan Family Properties, LLC

Dear Becky:

I am submitting on behalf of my client McGowan Family Properties, LLC the enclosed application (also sent to you by email) to classify their property now under permanent scenic conservation easement protection as open space property. This property was previously in designated forestland classification before it was removed prior to the conveyance of the scenic conservation easement to the United States for administration by the National Park Service. Also included is the application fee of $1,065.50 made payable to Pacific County.

Let me know if you have any questions.

Sincerely,

Konrad Liegel
Attorney for McGowan Family Properties, LLC

Enclosure

RECEIVED
PACIFIC COUNTY
DEC 19 2023
GENERAL ADMINISTRATION
BOARD OF COMMISSIONERS

DocuSign Envelope ID: 746D4C74-476A-44AF-891D-C87B972F7141

Department of Revenue

Application for Classification or Reclassification
Open Space Land
Chapter 84.34 RCW

File With The County Legislative Authority

Name of Owner(s): McGowan Family Properties LLC Phone No: 360-280-0504

Email Address: chinookpoint@gmail.com

Address: PO Box 127
Chinook, WA 98614

Parcel Number(s): 09102250007, 09102250008, PTN 0910220001

Legal Description: PTN McGowan DLC less R/W & M&B Gov Lot 7 & 8 Tax 13 & 14 22-9-10
(see full legal in Exhibit C to attached Scenic Easement Deed)

Total Acres in Application: 262.02 more or less

Indicate what category of open space this land will qualify for:

- ☑ Conserve or enhance natural, cultural, or scenic resources
- ☑ Protect streams, stream corridors, wetlands, natural shorelines, or aquifers
- ☑ Protect soil resources, unique or critical wildlife, or native plant habitat
- ☐ Promote conservation principles by example or by offering educational opportunities
- ☑ Enhance the value to the public of abutting or neighboring parks, forests, wildlife preserves, nature reservations or sanctuaries, or other open spaces
- ☐ Enhance recreation opportunities
- ☑ Preserve historic or archaeological sites
- ☑ Preserve visual quality along highway, road, street corridors, or scenic vistas
- ☐ Retain in its natural state tracts of land not less than one acre situated in an urban area and open to public use on such conditions as may be reasonably required by the granting authority
- ☐ Farm and agricultural conservation land previously classified under RCW 84.34.020(2), that no longer meets the criteria
- ☐ Farm and agricultural conservation land that is "traditional farmland" not classified under Chapter 84.33 or Chapter 84.34 RCW, that has not been irrevocably devoted to a use inconsistent with agricultural uses, and has a high potential for returning to commercial agriculture

1. Describe the present use of the land

   Open space forestland in the area shown as Zone C in Exhibit E to the attached Scenic Easement Deed.

2. Is the land subject to a lease or agreement which permits any other use than its present use? ☐ Yes ☑ No

   If yes, attach a copy of the lease agreement.

3. Describe the present improvements (residence, buildings, etc.) located on the land.

   None

4. Is the land subject to any easements? ☑ Yes ☐ No

   If yes, describe the type of easement, the easement restrictions, and the length of the easement.
   Perpetual scenic easement held by United States (National Park Service) with restrictions described in Exhibit D to attached Scenic Easement Deed

5. If applying for the farm and agricultural conservation land category, provide a detailed description below about the previous use, the current use, and the intended future use of the land

NOTICE:
The county and/or city legislative authorities may require owners to submit additional information regarding the use of the land.

As owner of the parcel(s) described in this application, I hereby indicate by my signature below that I am aware of the additional tax, interest, and penalties involved when the land ceases to be classified under the provisions of Chapter 84.34 RCW. I also certify that this application and any accompanying documents are accurate and complete.

The agreement to tax according to use of the property is not a contract and can be annulled or canceled at any time by the Legislature (RCW 84.34.070).

Print the name of each owner:	Signature of each owner	Date
William R. Garvin	DocuSigned by: [signature]	12/7/2023
Patrick Garvin	DocuSigned by: PATRICK GARVIN	12/7/2023

The granting or denial of an application for classification or reclassification as open space land is a legislative determination and shall be reviewable only for arbitrary and capricious actions. Denials are only appealable to the superior court of the county in which the land is located and the application is made.

1. Describe the present use of the land.

   Open space forestland, in the area shown as Zone C in Exhibit E to the attached Scenic Easement Deed.

2. Is the land subject to a lease or agreement which permits any other use than its present use? ☐ Yes ☑ No

   If yes, attach a copy of the lease agreement.

3. Describe the present improvements (residence, buildings, etc.) located on the land.

   None

4. Is the land subject to any easements? ☑ Yes ☐ No

   If yes, describe the type of easement, the easement restrictions, and the length of the easement.
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The agreement to tax according to use of the property is not a contract and can be annulled or cancelled at any time by the Legislature (RCW 84.34.070).

Print the name of each owner:	Signature of each owner	Date
Jane Reese	DocuSigned by: Jane Reese	12/7/2023
Kathleen Garvin	DocuSigned by: Kathleen Garvin 6287C8ACDD82412...	12/7/2023

The granting or denial of an application for classification or reclassification as open space land is a legislative determination and shall be reviewable only for arbitrary and capricious actions. Denials are only appealable to the superior court of the county in which the land is located and the application is made.

DocuSign Envelope ID: 746D4C74-476A-44AF-891D-C87B972F7141

Statement of Additional Tax, Interest, and Penalty Due Upon Removal of Classification

1. Upon removal of classification, an additional tax shall be imposed which shall be due and payable to the county treasurer 30 days after removal or upon sale or transfer, unless the new owner has signed the Notice of Continuance. The additional tax shall be the sum of the following:

   (a) The difference between the property tax paid as "Open Space Land" and the amount of property tax otherwise due and payable for the last seven years had the land not been so classified; plus

   (b) Interest upon the amounts of the difference in (a), paid at the same statutory rate charged on delinquent property taxes; plus

   (c) A penalty of 20% will be applied to the additional tax and interest if the classified land is applied to some other use except through compliance with the property owner's request for withdrawal as described in RCW 84.34.070(1).

2. The additional tax, interest, and penalty specified in (1) shall not be imposed if removal resulted solely from:

   (a) Transfer to a governmental entity in exchange for other land located within the State of Washington;

   (b) A taking through the exercise of the power of eminent domain, or sale or transfer to an entity having the power of eminent domain in anticipation of the exercise of such power;

   (c) A natural disaster such as a flood, windstorm, earthquake, wildfire, or other such calamity rather than by virtue of the act of the landowner changing the use of such property;

   (d) Official action by an agency of the State of Washington or by the county or city where the land is located disallows the present use of such land;

   (e) Transfer of land to a church when such land would qualify for property tax exemption pursuant to RCW 84.36.020;

   (f) Acquisition of property interests by State agencies or agencies or organizations qualified under RCW 84.34.210 and 64.04.130 (See RCW 84.34.108(6)(f));

   (g) Removal of land classified as farm & agricultural land under RCW 84.34.020(2)(f) (farm home site);

   (h) Removal of land from classification after enactment of a statutory exemption that qualifies the land for exemption and receipt of notice from the owner to remove the land from classification;

   (i) The creation, sale, or transfer of forestry riparian easements under RCW 76.13.120;

   (j) The creation, sale, or transfer of a conservation easement of private forest lands within unconfined channel migration zones or containing critical habitat for threatened or endangered species under RCW 76.09.040;

   (k) The sale or transfer of land within two years after the death of the owner of at least a fifty percent interest in the land if the land has been assessed and valued as designated forest land under chapter 84.33 RCW, or classified under this chapter 84.34 RCW continuously since 1993. The date of death shown on the death certificate is the date used;

   (l) The discovery that the land was classified in error through no fault of the owner.

DocuSign Envelope ID: 746D4C74-476A-44AF-891D-C87B972F7141

FOR LEGISLATIVE AUTHORITY USE ONLY

Date application received 12/11/23 By Becky A Nisbet, Chief Deputy Assessor

Forwarded to BOCC 12/11/23

Amount of processing fee collected: $ 1,065.50

- Is the land subject to a comprehensive land use plan adopted by a city or county? ☐ Yes ☐ No

  If yes, application should be processed in the same manner in which an amendment to the comprehensive land use plan is processed.

  If no, application must be acted upon after a public hearing and notice of the hearing shall have been given by one publication in a newspaper of general circulation in the area at least ten days before the hearing.

- If the land is not subject to a comprehensive land use plan, is the land located within an incorporated part of the county? ☐ Yes ☐ No

  If yes, application must be acted upon by three members of the county legislative authority and three members of the city legislative authority. See RCW 84.34.037(1) for details.

  If no, application must be acted upon by three members of the county legislative authority.

☐ Application approved ☐ In whole ☐ In part

☐ Application denied ☐ Date owner notified of denial (Form 64 0103):

If approved, date Open Space Taxation Agreement (OSTA) was mailed to owner:

Signed OSTA received by Legislative Authority on:

Copy of signed OSTA forwarded to Assessor on:

To ask about the availability of this publication in an alternate format for the visually impaired, please call 360 705-6705. Teletype (TTY) users may use the Washington Relay Service by calling 711. For assistance, contact your local county assessor's office.

REV 64 0021e (6.26.19)

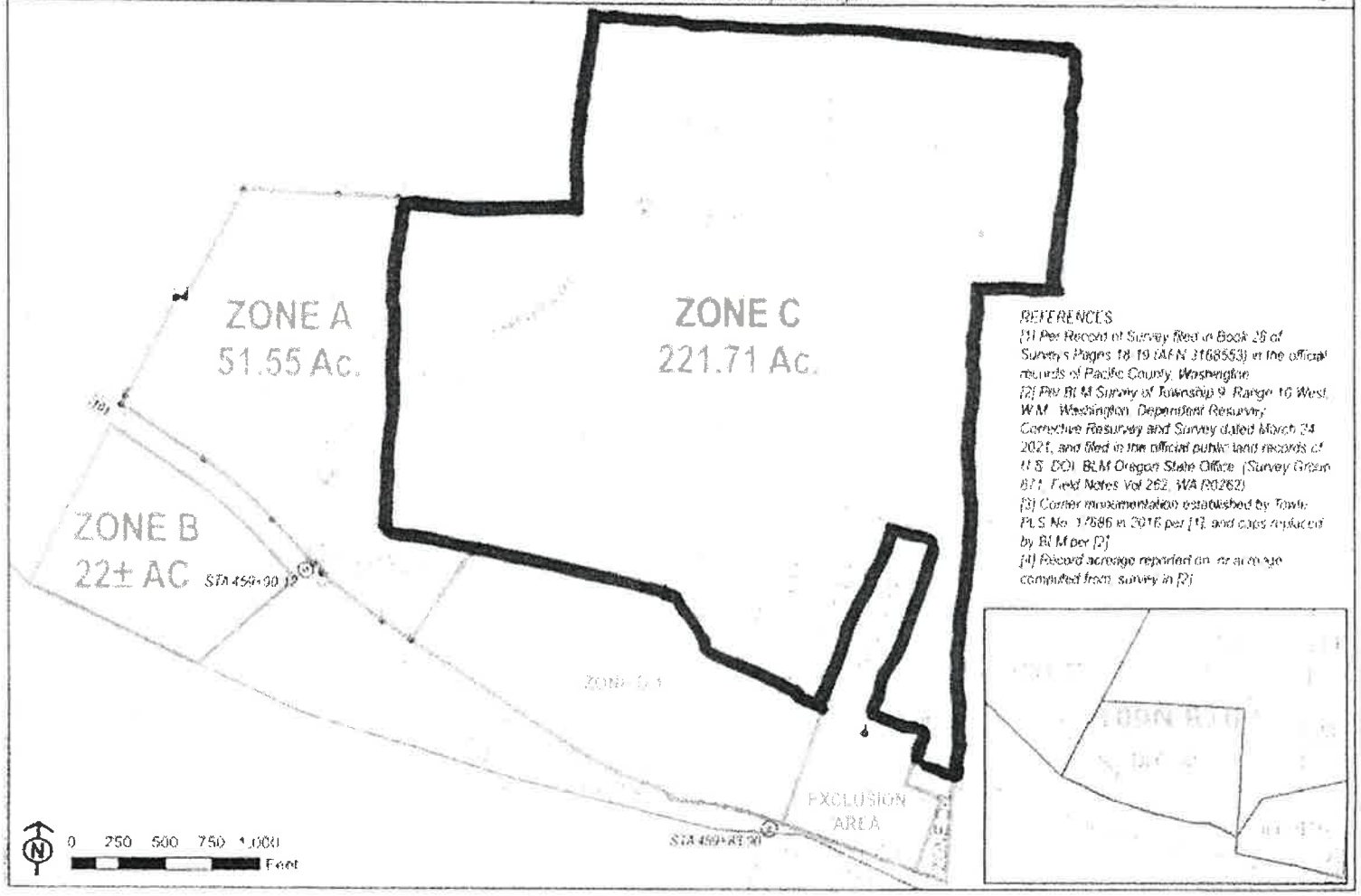
EXHIBIT E

LEWIS AND CLARK NATIONAL HISTORICAL PARK

McGowan Family Properties

Portion of DLC No. 38 in Sections 21 and 22, Township 9 North, Range 10 West, W.M., Pacific County, Washington

National Park Service
U.S. Department of the Interior



REFERENCES

[1] Per Record of Survey filed in Book 28 of Surveys Pages 18-19 (AFN 3168553) in the official records of Pacific County, Washington

[2] Per BLM Survey of Township 9, Range 10 West, W.M., Washington, Dependent Resurvey, Corrective Resurvey and Survey dated March 24, 2021, and filed in the official public land records of U.S. DOI, BLM Oregon State Office (Survey Group 811, Field Notes Vol 262, WA R0262)

[3] Corner monumentation established by Travis PLS No. 17686 in 2016 per [1], and cases replaced by BLM per [2]

[4] Record acreage reported on, or acreage computed from, survey in [2]

1-18-2023

PACIFIC COUNTY TITLE COMPANY
PA 11417

After recording, return to
National Park Service
Columbia Cascades Land Resources
Program Center
168 South Jackson Street
Seattle, WA 98104

REAL ESTATE EXCISE TAX
Am # 104575
Excise Tax Paid 162.00
Amount 12,000 -
PACIFIC COUNTY TREASURER
By SR Date 7/21/23

SCENIC EASEMENT DEED

Grantors:	William R. Garvin, a married man, as his separate property
Grantee:	United States of America
Tax Parcel Account No.	09102242015 UNSEG
Brief Legal Description:	Tax 15 22-9-10 UNSEG

THIS EASEMENT, by and between WILLIAM R. GARVIN, a married man as his separate property, hereinafter called Grantor, and the UNITED STATES OF AMERICA, hereinafter called the United States:

WHEREAS, Public Law 85-435 (72 Stat. 153), as amended, by Public Law 108-387 (118 Stat. 2234) provided for the establishment and expansion of Lewis and Clark National Historical Park; and

WHEREAS, Grantor is the owner of certain land which is within the boundary of Lewis and Clark National Historical Park; and

WHEREAS, the United States, acting through the Secretary of the Interior in accordance with Public Law 108-387 (118 Stat. 2234), desires to protect the scenic, cultural, and other similar values of Lewis and Clark National Historical Park land and its immediate environment and to prevent any developments that would tend to mar or detract from these values. The land possesses significant scenic and conservation values and is part of an area many historians called "Station Camp" and marks the end of the Lewis and Clark Expedition journey to the Pacific Ocean. It is also a place where the Corps of Discovery's encampment took place during the winter of 1805-1806. For thousands of years, it was the Chinook seasonal village of quiqayakxilam which was an important cultural site for the gathering of food and natural resources that provided ample materials for making shelters, clothing and household goods for the Chinook people.

Unofficial Copy

NOW THEREFORE, in consideration of the premises, and the sum of TWELVE THOUSAND AND NO/100 DOLLARS ($12,000.00) the Grantor by these presents GRANTS and CONVEYS and CONFIRMS in perpetuity, subject to the considerations hereinafter set forth, unto the United States and its assigns, an estate, interest and scenic easement in said hereinafter described real property of the nature and to the extent hereinafter described and does covenant on behalf of himself, his heirs, successors and assigns (said covenant to run with said land) with the United States and its assigns to do and refrain from doing, severally and collectively upon the said hereinafter described lands, the various acts hereinafter mentioned; it being hereby agreed and expressed that the doing of and the refraining from doing said acts, and each thereof, upon the said lands are and will be for the benefit of the United States of America through the preservation of the scenic and other values of land of Lewis and Clark National Historical Park, in accordance with Public Law 85-435 (72 Stat. 153), as amended, by Public Law 108-387 (118 Stat. 2234).

The lands herein referred to and to which the provisions of this instrument apply, are situated in the County of Pacific, State of Washington, and are more particularly described as follows:

> Said lands are more particularly described as LEWI Tract No. 03-111 on Exhibit "A" which is attached hereto and by reference made a part hereof.
>
> The land hereinabove described contains 6.39 acres, more or less.

The restrictions hereby imposed upon the land, the acts which the Grantor covenants to do or refrains from doing upon the land, and the rights in and to the land granted to the United States and its assigns by the Grantor, are as follows:

> Said restrictions are shown on Exhibit "B" which is attached hereto and by reference made a part hereof.

TO HAVE AND TO HOLD the hereindescribed scenic easement and rights unto the United States and its assigns forever.

The Grantor covenants for himself, his heirs, successors and assigns that the provision of this easement shall be included in subsequent conveyance of any interest in the lands herein described.

The interest in the land is being acquired by the DEPARTMENT OF THE INTERIOR, NATIONAL PARK SERVICE.

Unofficial Copy

IN WITNESS WHEREOF, the said Grantor has hereunto set his hand this 28th day of June, 2023.

WILLIAM R. GARVIN

ACKNOWLEDGMENT

State of WA)
) ss.
County of Pacific)

I certify that I know or have satisfactory evidence that WILLIAM R. GARVIN is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

Given Under My Hand and Official Seal this 28th day of June, 2023.

M RICK VELAND
NOTARY PUBLIC #12588
STATE OF WASHINGTON
COMMISSION EXPIRES
OCTOBER 9, 2024

Print Name: M. Rick Veland
Notary Public in and for the
State of WA
residing at Ocean Park
My Commission Expires: 10/9/2024

Unofficial Copy

Acknowledgment of Separate Property by

CHERRIE M GARVIN, wife of William R. Garvin, acknowledges that the interest of her husband, William R. Garvin, in the property described herein is separate and not community property.

Dated: 06-28-2023, 2023

ACKNOWLEDGMENT

State of WA)
) ss.
County of Pacific)

I certify that I know or have satisfactory evidence that Cherrie M. Garvin is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in this instrument.

Given Under My Hand and Official Seal this 28th day of June, 2023.

M RICK VELAND
NOTARY PUBLIC #12588
STATE OF WASHINGTON
COMMISSION EXPIRES
OCTOBER 9, 2024

Print Name: M. Rick Veland
Notary Public in and for the
State of WA
residing at Ocean Park

My Commission Expires

Unofficial Copy

EXHIBIT "A"

LEGAL DESCRIPTION
Tract No LEWI 03-111

A portion of Tract 3 of survey filed in Book 28 of Surveys at Pages 18 and 19 (AFN 3168553) in the official records of Pacific County, Washington, being a portion of the Patrick J. McGowan Donation Land Claim No. 38 in Section 22, Township 9 North, Range 10 West, of the Willamette Meridian, in Pacific County, Washington and more particularly described as follows:

COMMENCING at the angle point on the East line of said Patrick J. Mc Gowan Donation Land Claim, monumented with stainless steel post and brass cap, identical with Angle Point No. 14 of Parcel G as shown upon Bureau of Land Management (BLM) Township 9, Range 10 West, of the Willamette Meridian, Washington, Dependent Resurvey, Corrective Resurvey and Survey (Group 671, Field Notes WA R0262), dated March 24, 2021, filed in the official public land records of U.S. Department of the Interior, Bureau of Land Management Oregon State Office in Portland, Oregon, and surveyed in coordination with monumentation established by Towle, PLS No. 17686, in 2016 as shown upon said survey filed in Book 28 of Surveys Page 18 and 19,

THENCE South 03° 46' 26" West along said East line 603.20 feet to the North line of State Route 101;

THENCE North 70° 28' 36" West along said North line 682.42 feet to the Southwest corner of that tract conveyed by deed to Jane Snyder recorded under Auditor's Volume 8801, Page 678, records of Pacific County;

THENCE North 19° 31' 24" East along the West line of said Snyder tract 612.23 feet to the **TRUE POINT OF BEGINNING,** identical with Angle Point No. 9 of said Parcel G,

From which point a Witness Corner as shown upon said Group 671 BLM survey, monumented with iron rod and aluminum cap, bears South 17° 03' 21" West, distant 8.00 feet;

THENCE North 62° 27' 40" West 252.46 feet to a point identical with Witness Point 3 of said Parcel G, monumented with iron rod and aluminum cap;

THENCE North 19° 31' 24" East parallel with said West line of the Snyder tract 1096.61 feet;

THENCE South 70° 28' 36" East 250.00 feet to the Northeasterly projection of said West line of the Snyder tract;

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THENCE South 19° 31' 24" West along said Northeasterly projection of said West line 1001.76 feet to a point identical with Angle Point No. 10 of said Parcel G;

THENCE South 19° 31' 24" West along said Northeasterly projection of said West line 130.07 feet to the **TRUE POINT OF BEGINNING.**

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Exhibit "B"

SCENIC EASEMENT PROVISIONS
LEWIS AND CLARK NATIONAL HISTORICAL PARK
LEWI TRACT NO 03-111

Pursuant to authority granted to the Secretary of the Interior in Public Law 85-435 (72 Stat. 153), as amended, this document creates a perpetual estate, interest and easement to preserve the scenic quality of the real estate affected hereby (the "Property") of the nature and character hereinafter expressed to be and to constitute an easement upon the Property, which estate, interest, and easement will result from the restrictions hereby imposed upon the use of the Property. To that end and for the purpose of accomplishing the intent of the parties hereto, said Grantor covenants on behalf of themselves, their heirs, successors and assigns (hereinafter referred as the Grantor), to do and refrain from doing, severally and collectively, the various acts hereinafter mentioned, it being hereby agreed and expressed that the doing and the refraining from said acts, and each thereof, upon the Property, is and will be for the benefit of the United States of America, its successors and assigns, and Lewis and Clark National Historical Park as described in Public Law 85-435 (72 Stat. 153), as amended now or in the future, and will help preserve the scenic value of the Property.

This conveyance of a perpetual scenic easement on behalf of the United States of America and its assigns is only for the purpose of preserving and protecting the scenic value of the Property, and does not grant, or reserve unto, the general public any right of ingress or egress over or across the Property, or any other rights of general public usage(s) unless specifically reserved by the herewith deed of easement conveyance or without further specific provisions by the Grantor.

In construing this conveyance of a perpetual scenic easement, it is understood that the purpose and intention of the restrictions imposed under the grant of this scenic easement is to preserve the scenic nature and character of the landscape that has historically existed and currently exists by maintaining the forest characteristics of the Property, which is described below. More specifically, it is the purpose and intent of this scenic easement to maintain the visual appearance of the existing landscape elements that contribute to the character of the site, particularly the forest characteristics when viewed from public roadways, trails and waysides.

The Grantor and the Secretary of the Interior or designated representative (hereinafter referred to as the "Secretary") may cooperatively develop, adopt and update a management plan for the property (e.g., interpretive and recreational services, forest management, site development, etc.). In the absence of such a mutually agreed upon management plan, the Property shall be managed by Grantor in compliance with the terms of this document.

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The restrictions hereby imposed upon the uses and activities conducted upon the Property, the acts which the Grantor covenants to do or refrain from doing upon the Property and the easement interests and rights in and to the Property conveyed to the United States of America by the Grantor is as follows, with reference to the "Map" attached as Exhibit "C".

EASEMENT PROVISIONS APPLICABLE TO THE PROPERTY
(Natural Forest Protection Area)

1. **Description and Purpose.** The Property is currently characterized as being an unimproved and undeveloped forest and woodland parcel, in which some logging has occurred historically.

The purpose of the scenic easement is to strive to maintain a naturally functioning forest ecosystem in a highly visible wooded condition which provides a scenic and a mature forested setting from nearby roads, trails and viewpoints; maintains a wooded scenic corridor along State Highway 101; provides for quality wildlife habitat; maintains and enhances sustainable mature forest characteristics; and allows for best silvicultural practices and forest management activities, as well as such other protection activities that are approved by the Secretary pursuant to Paragraph 23 below or agreed upon by the parties mutually in a written forest management plan prepared by the Grantor.

There are currently no buildings or residential dwellings in the Property. No new improvements, structures, buildings, cell towers or utility poles shall be constructed, erected, or moved either permanently or temporarily onto said lands in any manner or form, except as specifically authorized below or as may otherwise be authorized in writing by the Secretary.

2. **Forest Management.** Grantor may manage the timber within the Property sufficient to keep the Property in its current designated forestland property tax classification or other current use timberland property tax classification. Consistent with the above, management of timber located within the Property will generally be limited or related to those activities necessary to prevent fire, health and safety hazards or dispose of diseased or hazard trees and those activities which enhance the development or maintenance of mature forest composition, structure, and function, except as otherwise approved by the Secretary pursuant to Paragraph 23 below or agreed upon by the parties mutually in a written forest management plan.

Management of the Property, the natural area for forest protection, will not include clear cutting or the extensive removal of the live dominant trees for the sole purpose of capitalizing a commercial timber value. The primary purpose of the forest management plan will be to ensure that the forested areas will be managed in a way that maintains its mature forest

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character, while allowing for the mutually agreed to application of management techniques under the terms of this document that are designed to continue the evolution of the forest to an ecologically complex condition similar to that which would be observed in unmanaged or old growth forests growing under similar environmental conditions and adapting to natural disturbance processes within the Lower Columbia River region. Such management techniques could involve thinning and removal of overstory and understory trees, planting of native species of trees and other appropriate vegetation, creation of snags and downed logs, or other techniques deemed appropriate for meeting the management goals stated above. A forest management plan must be specifically approved by the Secretary pursuant to Paragraph 23 below prior to any commercial timber harvesting, which approval shall not unreasonably be withheld, conditioned or delayed.

The occasional removal and sale(s) of incidental by-products resulting from permitted forest management activities is allowed without the Secretary's review or approval or the need for such sale(s) being included in, or by modification to, a forest management plan.

The Grantor may only use, remove and utilize for personal use, windblown, and downed logs.

3. **Forest Roads.** Grantor may use (and allow the use of), operate, maintain, repair, rebuild, replace and gate the forest roads currently existing in the Property. Grantor may also install culverts where necessary, for purposes of accessing and performing forest management in the Property, and operate the existing surface water systems in the Property. The Grantor will promptly make available to the Secretary keys or information concerning combinations to any locks or other locking controls or devices that may be placed on the access gate now or hereinafter installed, which control access to the forest roads. The new construction of permanent or year-round roadways, or changing or relocating the course of any existing roads is not permitted in the Property unless authorized in plans approved in advance by the Secretary.

4. **Surface Water Systems.** Grantor may use (and allow the use of), operate, maintain, repair, rebuild and replace the surface water systems currently existing in the Property, for purposes of providing water and micro hydroelectric power to on-site and off-site properties. Grantor may replace, rebuild and replace the surface water systems, including replacing the pipelines with larger diameter pipelines appropriate to micro hydroelectric generation of power, in-kind and in-place upon notice to the Secretary. Any new construction of the surface water systems that is not in-kind or in-place is not permitted in the Property unless authorized in plans approved in advance by the Secretary pursuant to Paragraph 23 below, which approval shall not unreasonably be withheld, conditioned or delayed but which may include mitigation for any impacts associated with such construction or relocation of said surface water systems. Any use of the surface water systems for micro hydroelectric power purposes shall be consistent with federal, state and local exemption requirements for micro hydroelectric power projects.

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5. **Fencing.** Grantor may install and construct fences along the southern exterior boundaries of the Property.

6. **Mobile Homes, etc.** No mobile homes, travel trailers, tents, tent trailers, self-propelled recreational vehicles, campers, buses, semi-trucks, or non-operational vehicles shall be located, used or parked on the Property as a substitute for a residence or residential building. No motorized vehicles may be located, used or parked on the Property, except the use of motorized vehicles that may be necessary for forest or property management purposes in the Property.

7. **Lighting.** No exterior high intensity (e.g., mercury), or aircraft landing sites are permitted to be constructed, installed, erected, or moved onto the Property. The mutual purpose of this restriction is to minimize "night pollution" that would be visible from the highway and the public park area.

8. **Topography.** Grantor shall do nothing to alter the general topography of the Property as it exists at the time of conveyance of this easement. Major excavation or surface topographic changes such as borrow pits, terracing, or filling are prohibited. Minor topographic changes associated with permitted uses specified in this easement, including the surface water is permitted without limiting conditions or prior approval.

9. **Underground Utilities and Surface Installations.** No new utilities or utility poles for aerial wire, lines or cables, towers, cell towers, radio antennae towers, repeater stations or dish antennas (satellite "earth station") shall be constructed, installed, erected, or moved on the Property, except as may be authorized in advance by the Secretary pursuant to Paragraph 23 below.

10. **Wells, Water System and Septic System.** No new wells, water system and/or septic systems may be constructed in the Property, except as may be authorized in advance by the Secretary pursuant to Paragraph 23 below and does not detract from the general open space, historic and scenic nature of the Property and be consistent with the visual quality and resources conservation intent and purpose of this easement.

11. **Billboards and Signs.** No advertising signs or display boards shall be displayed or placed upon the Property, except as follows:

A. Signs no larger than two feet square in size prohibiting hunting or trespassing on lands or other appropriate public notices as may be required by law or regulations. Grantor may also post signage identifying the conservation values of the Property and identifying the Grantor as owners of the Property. Other interpretive and informational signs, placards, and displays may be allowed, provided that, prior to their installation the Grantor shall submit them to the Secretary for approval pursuant to Paragraph 23 below.

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B. The placement of signs shall not exceed a maximum height of five (5) feet from the ground to the top of the sign.

12. Processing and Sales. The on-site stockpiling (aka, "decking") or otherwise storage or processing of timber cut and cleared from the Property is permitted only within the pre-approved designated areas. Direct sales from the Property are allowed only for timber and incidental forest "by-products" which are permitted to be cut and processed pursuant to this easement.

13. Recreation Use Restrictions. Fairgrounds, vehicle or recreational parking, private parks or playgrounds are not permitted on the Property.

14. Irrigation and Drainage. The Grantor may maintain, repair, rebuild and replace any existing water drainage facilities or irrigation ditches, canals, or aerial sprinkler irrigation installations that may be present on the Property. No new construction of hardened or lined storm water drainage facilities or irrigation ditches, canals or aerial sprinkler irrigation installations are permitted on the Property, except as approved by the Secretary pursuant to Paragraph 23 below.

15. Waste. The accumulation, dumping or the allowing of trash garbage, waste, hazardous or contaminant materials and substances, or other unsightly or dysfunctional materials on the Property or the keeping or continued presence thereon of junked, inoperative, or wrecked vehicles, equipment, or similar visual nuisance, unsafe and unsanitary items are strictly prohibited.

16. Noxious Weeds. The Grantor shall be responsible for controlling noxious, hazardous or invasive weeds on the Property in accordance with applicable federal, state and local law, including prompt payment of any abatement assessment. The Grantor may use pesticides, herbicides, biocides, and other chemicals for weed and pest control that are readily available to the public at commercial retail stores for normal domestic uses. Said chemical applications will be used only in accordance with standards for the type of chemical(s) and method(s) or timing of application(s) recommended by the manufacturer. No pesticides, herbicides, biocides, or hazardous chemicals will be maintained or stored on the Property. The use of herbicides and pesticides shall not be used near, adjacent to, or by means that will allow contaminations in ground water sources, ditches or canals.

17. Mining and Hazardous Materials. Grantor shall not conduct or permit any mining, mineral extraction and/or exploration activities on the Property, including, but not limited to: bentonite, metals, gem stones, coal, or oil and gas, or the storage, mixing, processing and/or refinement or commercial use of any of the above minerals, hazardous materials, petroleum-based or any manufactured chemical products; provided, however, that Grantor shall not be responsible to the Secretary or any successor holder of the easement for the exercise by any person or entity of any oil, gas, mineral, or other extraction rights which such other person or entity had already acquired or reserved with respect to the Property prior to the time that

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Grantor acquired title to the Property, or which any such person or entity may have or may hereafter acquire by succession or inheritance from anyone who had such prior rights, and nothing in this easement shall serve to operate as any representation or warranty by Grantor of any kind as to any such prior rights, it being the responsibility of the Secretary to determine for itself whether there is any risk of such prior rights, or their exercise with respect to the Property. The Grantor hereby assures the USA that it has not conveyed, leased, contracted, severed or separated the mineral estate or created or caused any sub-surface interest during the term of its ownership of the Property that would create or facilitate a mining, mineral extraction and/or exploration rights by any others, known or unknown. The Grantor also hereby agree to refrain from leasing, contracting or otherwise causing any subsequent mineral activity or exploration that would detract from the purposes of this easement, and the Grantor will commit and cooperate as may be requested, from time to time, with the USA should there be assertions of ownership rights to the mineral estate or for the sub- surface activities by any third persons or entities. Minor excavation or the moving of sand and gravel by Grantor to be used for on-site routine maintenance and agricultural activities are allowed provided such activity does not create or result in a change in the natural land and topographic condition as may be visible from public roadways, trails or waysides.

18. Perpetual Easement. The provisions of this easement shall be a perpetual encumbrance on the Property and for the perpetual benefit of the Lewis and Clark National Historical Park. The Grantor agrees to either incorporate or make specific recording reference to the terms of this easement in any deed or other legal instrument by which they divest themselves of the Property or otherwise create or impose any other interest or encumbrance on the entire Property, including without limitation, a leasehold interest or mortgage. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of this easement or limit its enforceability.

19. Easement Amendment. Grantor and the Secretary acknowledge that, in view of the perpetual nature of this scenic easement, they are unable to foresee all potential future land uses, future technologies and future evolution of the land and other natural resources and socio-economic factors relevant to local practices, and other future occurrences affecting the purposes of this easement. The Secretary therefore may determine whether (a) proposed uses or proposed improvements not contemplated by or addressed in this easement or (b) alterations in existing uses or structures, are consistent with the purposes of this scenic easement. Any legally permissible amendment hereto, and any discretionary consent by the Secretary contemplated by this scenic easement, may be granted only if the Secretary has determined in its reasonable discretion, that the proposed use furthers or is not inconsistent with the purposes of this scenic easement, substantially conforms to the intent of this grant, meets any applicable conditions expressly stated herein, and does not materially increase the adverse impact of expressly permitted actions under this scenic easement on the scenic and cultural values of the protected Property.

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20. Archaeological Resources. If archaeological resources or Native American cultural resources are discovered on the Property or Grantor become of the presence of artifacts of Native American origin or human remains, the Grantor will notify the Secretary and allow the survey and study of said artifacts for a reasonable period. Said survey and study will be performed only after there is a mutual agreement between the Secretary and the Grantor regarding timing of activities and access to the site, so as to maintain the Grantor's privacy and not unreasonably disrupt the Grantor's uses on the site. Reasonable care shall be taken by the Grantor to avoid irreversible damage to, nor shall there be any intentional removal by Grantor or any party acting on behalf of the Grantor of, any archaeological or cultural objects or artifacts from the Property.

The right to inspect, study and physically investigate all cultural artifacts and associated material will be reserved exclusively to the National Park Service (NPS). The right to survey and investigate the property under the standards and procedures established under the Archeological Resources Protection Act, National Historic Preservation Act, American Indian Religious Freedom Protection Act, and Native American Graves Protection and Repatriation Act is reserved exclusively by NPS. The inspection of the material site, specimens and artifacts on Grantor's lands are covered by the terms and conditions of this easement will be guided by the following restrictions:

A. The inspection and study of findings will be strictly limited to cultural artifacts, archeological materials, historical materials, stratigraphic samples, and all other findings that may be considered appropriate in the above described Acts listed in this Paragraph 20 for the purpose of identifying and determining the significance of the archeological deposits.

B. Prior to the undertaking of any cultural material collections, a work authorization plan or a cultural material clearance permit will either be prepared by or obtained from the NPS Superintendent. The landowner will be notified a minimum of thirty (30) days prior to entry upon the land and advised of the date(s), number of persons to be engaged in the work, and the nature and duration of work phases to be performed.

C. All excavated areas will be restored by filling in the excavations and otherwise leaving the area in as near to original condition as is reasonably practicable.

D. A designated NPS person in charge (PIC) of field work, or other qualified designee, shall be available at all times when work is in progress. No material collection will be conducted without a PIC present to supervise the work.

E. Disturbed areas shall be kept to a minimum consistent with the purpose of the study or the approved NPS plan.

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F. Excavation sites and/or areas of significant cultural materials may be temporarily fenced for protection and research but will **not encompass more than 1.0 acre,** at any given time, and will not interfere with Grantor's or assigns existing uses of the land.

21. Public Access Not Granted. No right of access by the general public over or across any portion of the Property is implied or conveyed by this easement or any other rights of usage not specifically authorized herein or by subsequent written agreement. Grantor specifically reserves the right to exclude the public from trespassing, utilizing or accessing the Property through the use of appropriate no- trespassing signs and appropriate boundary fences.

22. Administrative Access. Grantor acknowledges and hereby further agrees that this conveyance of a perpetual easement to the United States of America and its assigns shall include the right of the Secretary, employees, or contractors in the performance of official duties, but with prior written notification to the owner or owner's designated representative (which written notice requirement may be waived on an emergency basis by the Grantor (e.g., fire, safety and health hazards, etc.), to enter the Property (but not the interior of any residences or other structures located on the Property) for the purposes of inspecting, accomplishing, and/or enforcing the rights and restrictions herein agreed to and granted. Grantor's waiver of the written notice requirement for any one occasion shall not be deemed to be a permanent waiver of such requirement by Grantor, and shall apply only to the specific occasion as stated above.

23. Approval of Plans. Whenever these restrictions require that action plans or requests for land uses be approved by the Secretary, requests shall be in writing. Approval shall not be withheld or delayed unreasonably, and shall be deemed given, or the requirement for advance approval satisfied, if the Grantor have not received a reasonable written objection from the Secretary within 60 days of submission of the request for approval to the Secretary by the Grantor unless the Secretary has determined that it needs additional time in which to review a proposed plan or proposed use, in which case the Secretary may, prior to the end of such 60-day period, so notify the Grantor in writing, and may then take an additional 30 days (for a total of 90 days) in which to respond to Grantor's request for approval.

24. Notice. Unless otherwise notified in writing by the other party, any notification, demand, request, consent, approval, or communication that a party is required or desires to give to the other under the provisions of this easement shall be in writing and either served personally or delivered by first class mail service, postage prepaid or reputable overnight carrier, to the following respective addresses:

If to Grantor:
William Garvin
P.O. Box 127
Chinook, WA 98614

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If to the Secretary, in care of the Superintendent of Lewis and Clark National Historical Park, at the following address:

Route 3, Box 604-FC
Astoria, OR 97103-9803
Telephone No. (503) 861-4401

By a written notice to the other party which is given in the aforesaid manner, any party may from time to time designate a replacement for any address which is specified above for the party giving the notice, and the replacement address shall then be substituted for the one previously in effect, provided that in no case shall any such replacement increase the total number of addresses for notices to such party. Absent of any successors to the Superintendent of Lewis and Clark National Historical Park for the administration of this easement, Grantor's notification shall be sent to the Regional Director for the Pacific West Region, or such other delegated official of the National Park Service, as the Secretary may have notified Grantor in writing to use.

25. Costs of Ownership. Grantor will be responsible for all costs arising out of the private ownership or uses of the Property, including any taxes or assessments that may be levied against the Property or the users of the Property. The Secretary shall not be obligated in any manner to assume or pay any costs imposed on Grantor by this Paragraph 25.

26. Grantor's Rights. Nothing herein is intended to limit or interfere with Grantor's right to seek enforcement for Property damages or personal injuries which may arise by the administration of this easement or the exercise of reserved rights by the Secretary, in accordance with the provisions of the Federal Tort Claims Act.

27. Violations and Remedies. In the event of any violation of this easement, or other noncompliance with this easement ("Violation"), the Secretary shall give the Grantor written notice of the Violation. If the Grantor does not dispute that such Violation has occurred, then the Grantor, at Grantor's sole expense, shall take such steps as may be directed by the Secretary to correct such violation.

If the Grantor fails to remedy any such Violation or noncompliance within 60 days of receipt of an official written notice to do so, or fails to begin curing such Violation, or fails to continue diligently to cure such Violation until cured when the circumstances are such that the Violation cannot reasonably be cured within the sixty (60) day period then the Secretary may correct, or cause to be corrected, a Violation, provided that the United States can do so without breach of the peace and provided that the Grantor consents to the United States' doing so. The Secretary thereafter may seek reimbursement from the Grantor for the United

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States' reasonable expenses incurred in correcting such Violation (subject to the restriction on recovery of attorneys' fees which is set out below).

Prior to commencing a suit to enforce any of the terms and conditions of this easement, where there is disagreement between Grantor and the United States as to whether a Violation has occurred, Grantor and the Secretary shall first meet in good faith to discuss such disagreement and determine if there is a mutually acceptable resolution of the disagreement. If both Grantor and the United States agree to do so at such time, the disagreement may be submitted by the parties to arbitration or mediation on such terms and conditions as are agreeable to the parties. Each party shall also have available all legal and equitable remedies including, without limitation, damages to enforce the other party's obligations hereunder.

If the Grantor disputes that a Violation has occurred after receiving a written notice as provided herein and the remedies referenced herein have failed, then the United States may institute a suit to enjoin such Violation by temporary or permanent injunction, and seek to require restoration of the Property to its condition prior to such Violation. The United States shall also have available all legal and equitable remedies to enforce the Grantor's obligations under this easement. If the Grantor is found liable for the Violation, the United States shall be entitled to recover damages for the Violation, including, without limitation, damages for the loss of scenic, and natural resource values protected by this easement (subject to the restriction on recovery of attorneys' fees which is set out below).

If, the Secretary determines, in its reasonable discretion, that circumstances require immediate action to prevent or mitigate significant damage to the scenic, historic, and rural values protected by this easement, the United States may pursue its judicial remedies provided herein without waiting for the period provided for cure to expire, but with reasonable prior notice to Grantor, depending on the circumstances, all without prejudice to any claims which Grantor may have or make with respect to the actions of the Secretary. Examples of circumstances that might constitute an emergency under this Paragraph 27 include Grantor's attempt to cut down trees in violation of the terms of this easement, or to commence building structures in Zones that are not permitted by the terms of this easement.

In the event either party seeks to enforce the terms of this easement, the parties shall bear their own costs, including, but not limited to, attorneys' and consultants' fees.

28. Violations Due to Causes Beyond Grantor's Control. Paragraph 27 above notwithstanding, nothing contained in this easement shall be construed to entitle the Secretary to bring any action against Grantor to abate, correct, or restore any condition on the Property or to recover damages for any injury to or change in the Property resulting from causes beyond Grantor's reasonable control, such as fire caused by lightning, flood, storm, natural earth movement and acts of God; unauthorized acts of a third party or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes. The parties acknowledge that Grantor do not have,

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and does not anticipate having, staff regularly patrolling the Property. In the event the terms of this easement are violated by acts of trespassers or from unauthorized wrongful acts of third persons, Grantor agrees, at the Secretary's option and cost, to join in any suit, to assign its right of action to the Secretary, or to appoint the United States as its attorney-in-fact, for the purpose of pursuing enforcement action against the responsible parties, all as may be reasonable under the circumstances.

29. **Severability.** If the application or enforcement of these conditions and restrictions to any person or circumstances is subsequently found to be invalid, the remainder of the provisions of this easement shall not be affected.

30. **Subdivision.** The Property herein described contains 6.39 acres, more or less, and shall not be subdivided into any smaller ownership.

31. **Other Easements.** This scenic easement is made subject to all easements, rights-of-way, restrictions, covenants and rights of record as of the date of recording of this easement.

32. **Headings and Captions.** The headings and captions of the paragraphs in this instrument are for convenience and reference only and in no way define, describe or limit the scope or intent of this instrument or any of the provisions hereof.

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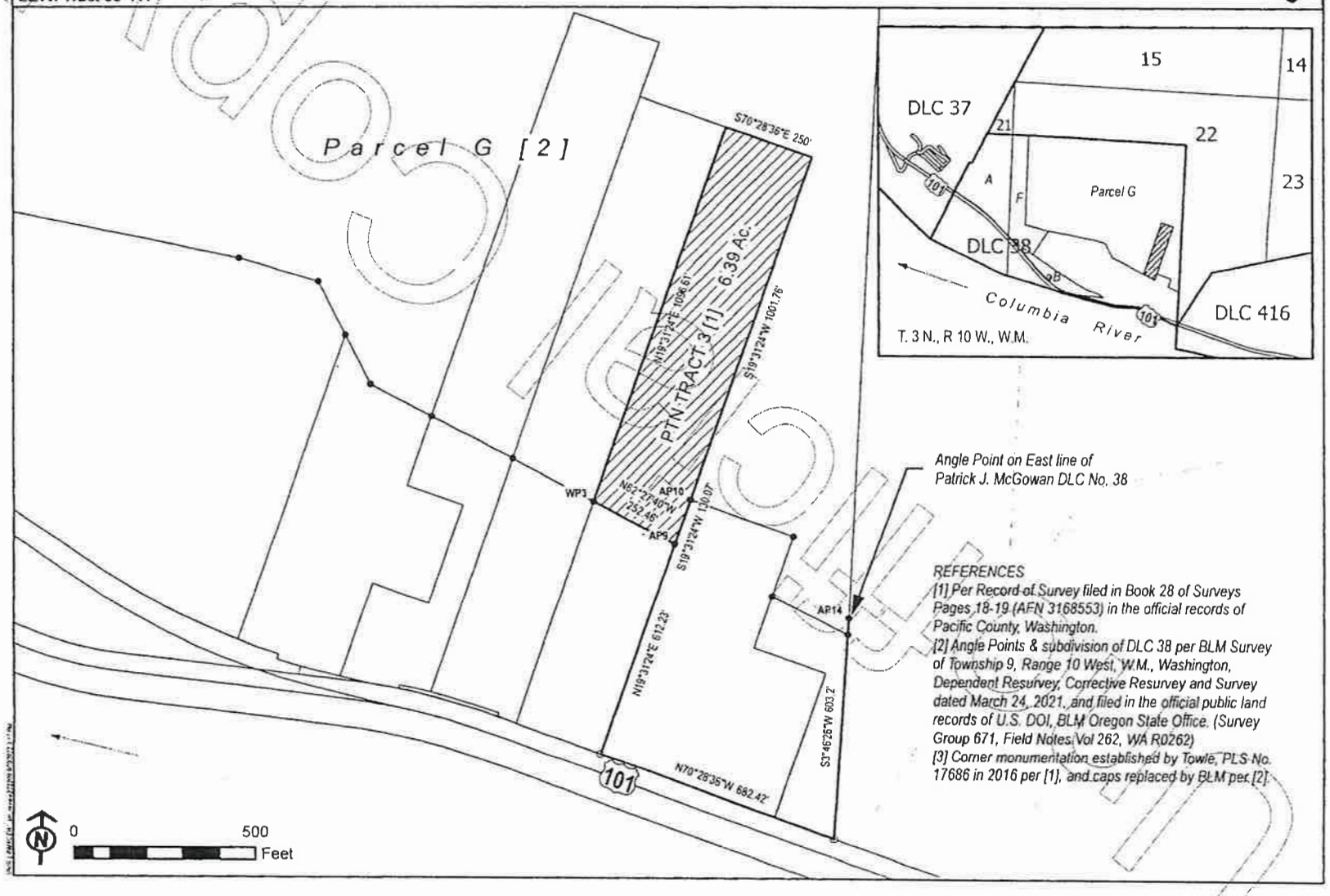
EXHIBIT C

LEWIS AND CLARK NATIONAL HISTORICAL PARK

Portion of Tract 3, in Parcel G of DLC No. 38, Section 22, Township 9 North, Range 10 West, W.M., Pacific County, Washington

LEWI Tract 03-111

National Park Service
U.S. Department of the Interior



REFERENCES

[1] Per Record of Survey filed in Book 28 of Surveys Pages 18-19 (AFN 3168553) in the official records of Pacific County, Washington.

[2] Angle Points & subdivision of DLC 38 per BLM Survey of Township 9, Range 10 West, W.M., Washington, Dependent Resurvey, Corrective Resurvey and Survey dated March 24, 2021, and filed in the official public land records of U.S. DOI, BLM Oregon State Office. (Survey Group 671, Field Notes Vol 262, WA R0262)

[3] Corner monumentation established by Towle, PLS No. 17686 in 2016 per [1], and caps replaced by BLM per [2].

2-41-243

PACIFIC COUNTY TITLE COMPANY
PA11077

REAL ESTATE EXCISE TAX
Aft # 104577
Excise Tax Paid 42762.50
Amount 2,204,000
PACIFIC COUNTY TREASURER
By SM Date 7/21/23

After recording, return to
National Park Service
Columbia Cascades Land Resources
Program Center
168 South Jackson Street
Seattle, WA 98104

Grantors:	McGowan Family Properties, LLC
Grantee:	United States of America
Tax Parcel Account Nos.	09102250008, 09102250007, 09102242013, 09102242014 and A portion of 09102200001
Brief Legal Description:	McGowan DLC less R/W & M&B Gov Lot 7 & 8; Tax 13 & 14 22-9-10

STATUTORY WARRANTY DEED

The Grantors, MCGOWAN FAMILY PROPERTIES, LLC, a Washington limited liability company, for and in consideration of the sum of TWO MILLION TWO HUNDRED FOUR THOUSAND AND NO/100 DOLLARS ($2,204,000.00), to them paid, receipt of which is hereby acknowledged, do hereby convey and warrant to the UNITED STATES OF AMERICA, and its assigns, acting by and through the Secretary of the Interior hereinafter called the United States, the following described property located in the County of Pacific, State of Washington, to wit:

Said fee lands are described as LEWI Tract No. 03-110 on Exhibit "A" attached hereto and by reference made a part hereof.

TOGETHER WITH THE Grantors' right, title and interest in and to water rights appurtenant to the fee parcel, LEWI Tract No. 03-110.

ALSO TOGETHER WITH THE Grantors' interest, as the heirs, devisees and successors to the Estate of Mabel C. McGowan, of all of her right, title and interest in 49.95% of the oil, gas and minerals reservation as disclosed in Stipulation entered in Superior Court Cause No. 10113 dated August 7, 1946.

The land is conveyed subject to existing easements of record for public roads and highways, public utilities, railroads, and pipelines; AND SUBJECT TO Easement for highway riprapping recorded on October 22, 1952, under Auditor's File No. 77926; Reservation of all oil, gas, minerals as disclosed in Stipulation entered in Superior Court Cause No. 10113 dated August 7, 1946, except for 49.95% interest held by Mabel C. McGowan; Reservations contained in deed

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from the State of Washington as to the tidelands recorded in Volume 36 of Deeds at Page 618 and in Volume 60 of Deeds at Page 327; Easement for electric transmission and distribution line recorded on March 1, 2017, under Auditor's File No. 3171012; and all covenants, conditions, restrictions, reservations, easements or other servitudes, if any, as may be disclosed in survey recorded on October 17, 2016, under Auditor's File No. 3168553 and February 8, 2005, under Auditor's File No. 3079388.

RESERVING unto the Grantors a road access easement as described on Exhibit "B" attached hereto and by reference made a part hereof.

TO HAVE AND TO HOLD the above granted and described premises, together with all the tenements, hereditaments, and appurtenances thereunto belonging, or in any way appertaining, unto said UNITED STATES OF AMERICA and its assigns forever.

The Grantors further remise, release, and forever quitclaim to the UNITED STATES OF AMERICA and its assigns, all right, title and interest that the Grantors may have in the banks, beds and waters of any streams bordering or within the said land conveyed and also all interest in any alleys, roads, streets, ways, strips, gores or railroad rights-of-way abutting or adjoining said land and in any means of ingress or egress appurtenant thereto.

SCENIC EASEMENT DEED

WHEREAS, Public Law 85-435 (72 Stat. 153), as amended, by Public Law 108-387 (118 Stat. 2234) provided for the establishment and expansion of Lewis and Clark National Historical Park; and

WHEREAS, Grantors are the owners of certain land which is within the boundary of Lewis and Clark National Historical Park; and

WHEREAS, the United States, acting through the Secretary of the Interior in accordance with Public Law 85-435 (72 Stat. 153, as amended, by Public Law 108-387 (118 Stat. 2234), desires to protect the scenic, cultural, and other similar values of Lewis and Clark National Historical Park land and its immediate environment and to prevent any developments that would tend to mar or detract from these values. The land possesses significant scenic and conservation values and is part of an area many historians called "Station Camp" and marks the end of the Lewis and Clark Expedition journey to the Pacific Ocean. It is also a place where the Corps of Discovery's encampment took place during the winter of 1805-1806. For thousands of years, it was the Chinook seasonal village of quiqayakxilam which was an important cultural site for the gathering of food and natural resources that provided ample materials for making shelters, clothing and household goods for the Chinook people.

NOW THEREFORE, as part of the consideration recited above, the Grantors by these presents GRANTS and CONVEYS and CONFIRMS in perpetuity, subject to the considerations hereinafter set forth, unto the United States and its assigns, an estate, interest and scenic easement in said hereinafter described real property of the nature and to the extent hereinafter described and does covenant on behalf of themselves, their heirs, successors and assigns (said

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covenant to run with said land) with the United States and its assigns to do and refrain from

doing, severally and collectively upon the said hereinafter described lands, the various acts hereinafter mentioned; it being hereby agreed and expressed that the doing of and the refraining from doing said acts, and each thereof, upon the said lands are and will be for the benefit of the United States of America through the preservation of the scenic and other values of land of Lewis and Clark National Historical Park, in accordance with Public Law 85-435 (72 Stat. 153), as amended, by Public Law 108-387 (118 Stat. 2234).

The lands herein referred to and to which the provisions of this instrument apply, are situated in the County of Pacific, State of Washington, and are more particularly described as follows:

> Said lands are more particularly described as LEWI Tract No. 03-100 on Exhibit "C" which is attached hereto and by reference made a part hereof.
>
> The land hereinabove described contains 262.02 acres, more or less.

The restrictions hereby imposed upon the land, the acts which the Grantors covenants to do or refrains from doing upon the land, and the rights in and to the land granted to the United States and its assigns by the Grantors, are as follows:

> Said restrictions are shown on Exhibit "D" which is attached hereto and by reference made a part hereof.

TO HAVE AND TO HOLD the hereindescribed scenic easement and rights unto the United States and its assigns forever.

The Grantors covenants for themselves, their heirs, successors and assigns that the provision of this easement shall be included in subsequent conveyance of any interest in the lands herein described.

The interest in the land is being acquired by the DEPARTMENT OF THE INTERIOR, NATIONAL PARK SERVICE.

IN WITNESS WHEREOF, the said Grantors has hereunto set his hand this 28th day of June, 2023.

MCGOWAN FAMILY PROPERTIES, LLC

Jane Reese

JANE REESE, Member

KATHLEEN GARVIN, Member

WILLIAM R. GARVIN, Member

PATRICK GARVIN, Member

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covenant to run with said land) with the United States and its assigns to do and refrain from

doing, severally and collectively upon the said hereinafter described lands, the various acts hereinafter mentioned; it being hereby agreed and expressed that the doing of and the refraining from doing said acts, and each thereof, upon the said lands are and will be for the benefit of the United States of America through the preservation of the scenic and other values of land of Lewis and Clark National Historical Park, in accordance with Public Law 85-435 (72 Stat. 153), as amended, by Public Law 108-387 (118 Stat. 2234).

The lands herein referred to and to which the provisions of this instrument apply, are situated in the County of Pacific, State of Washington, and are more particularly described as follows:

> Said lands are more particularly described as LEWI Tract No. 03-100 on Exhibit "C" which is attached hereto and by reference made a part hereof.
>
> The land hereinabove described contains 262.02 acres, more or less.

The restrictions hereby imposed upon the land, the acts which the Grantors covenants to do or refrains from doing upon the land, and the rights in and to the land granted to the United States and its assigns by the Grantors, are as follows:

> Said restrictions are shown on Exhibit "D" which is attached hereto and by reference made a part hereof.

TO HAVE AND TO HOLD the hereindescribed scenic easement and rights unto the United States and its assigns forever.

The Grantors covenants for themselves, their heirs, successors and assigns that the provision of this easement shall be included in subsequent conveyance of any interest in the lands herein described.

The interest in the land is being acquired by the DEPARTMENT OF THE INTERIOR, NATIONAL PARK SERVICE.

IN WITNESS WHEREOF, the said Grantors has hereunto set his hand this _____ day of _____, 2023.

MCGOWAN FAMILY PROPERTIES, LLC

_____	_____
JANE REESE, Member	KATHLEEN GARVIN, Member
_____	_____
WILLIAM R. GARVIN, Member	PATRICK GARVIN, Member

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covenant to run with said land) with the United States and its assigns to do and refrain from

doing, severally and collectively upon the said hereinafter described lands, the various acts hereinafter mentioned; it being hereby agreed and expressed that the doing of and the refraining from doing said acts, and each thereof, upon the said lands are and will be for the benefit of the United States of America through the preservation of the scenic and other values of land of Lewis and Clark National Historical Park, in accordance with Public Law 85-435 (72 Stat. 153), as amended, by Public Law 108-387 (118 Stat. 2234).

The lands herein referred to and to which the provisions of this instrument apply, are situated in the County of Pacific, State of Washington, and are more particularly described as follows:

> Said lands are more particularly described as LEWI Tract No. 03-100 on Exhibit "C" which is attached hereto and by reference made a part hereof.
>
> The land hereinabove described contains 262.02 acres, more or less.

The restrictions hereby imposed upon the land, the acts which the Grantors covenants to do or refrains from doing upon the land, and the rights in and to the land granted to the United States and its assigns by the Grantors, are as follows:

> Said restrictions are shown on Exhibit "D" which is attached hereto and by reference made a part hereof.

TO HAVE AND TO HOLD the hereindescribed scenic easement and rights unto the United States and its assigns forever.

The Grantors covenants for themselves, their heirs, successors and assigns that the provision of this easement shall be included in subsequent conveyance of any interest in the lands herein described.

The interest in the land is being acquired by the DEPARTMENT OF THE INTERIOR, NATIONAL PARK SERVICE.

IN WITNESS WHEREOF, the said Grantors has hereunto set his hand this 28th day of June, 2023.

MCGOWAN FAMILY PROPERTIES, LLC

Jane Reese
JANE REESE, Member

Kathleen Garvin 7-18-23
KATHLEEN GARVIN, Member

WILLIAM R. GARVIN, Member

PATRICK GARVIN, Member

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covenant to run with said land) with the United States and its assigns to do and refrain from

doing, severally and collectively upon the said hereinafter described lands, the various acts hereinafter mentioned; it being hereby agreed and expressed that the doing of and the refraining from doing said acts, and each thereof, upon the said lands are and will be for the benefit of the United States of America through the preservation of the scenic and other values of land of Lewis and Clark National Historical Park, in accordance with Public Law 85-435 (72 Stat. 153), as amended, by Public Law 108-387 (118 Stat. 2234).

The lands herein referred to and to which the provisions of this instrument apply, are situated in the County of Pacific, State of Washington, and are more particularly described as follows:

> Said lands are more particularly described as LEWI Tract No. 03-100 on Exhibit "C" which is attached hereto and by reference made a part hereof.
>
> The land hereinabove described contains 262.02 acres, more or less.

The restrictions hereby imposed upon the land, the acts which the Grantors covenants to do or refrains from doing upon the land, and the rights in and to the land granted to the United States and its assigns by the Grantors, are as follows:

> Said restrictions are shown on Exhibit "D" which is attached hereto and by reference made a part hereof.

TO HAVE AND TO HOLD the hereindescribed scenic easement and rights unto the United States and its assigns forever.

The Grantors covenants for themselves, their heirs, successors and assigns that the provision of this easement shall be included in subsequent conveyance of any interest in the lands herein described.

The interest in the land is being acquired by the DEPARTMENT OF THE INTERIOR, NATIONAL PARK SERVICE.

IN WITNESS WHEREOF, the said Grantors has hereunto set his hand this _____ day of _____, 2023.

MCGOWAN FAMILY PROPERTIES, LLC

JANE REESE, Member	KATHLEEN GARVIN, Member
WILLIAM R. GARVIN, Member	PATRICK GARVIN, Member

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ACKNOWLEDGMENT

State of WA)
) ss.
County of Pacific)

I certify that I know or have satisfactory evidence that JANE REESE is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act as a member of McGowan Family Properties, LLC for the uses and purposes mentioned in this instrument.

Given Under My Hand and Official Seal this 20th day of June, 2023.

M RICK VELAND
NOTARY PUBLIC #12588
STATE OF WASHINGTON
COMMISSION EXPIRES
OCTOBER 9, 2024

Print Name: M. Rick Veland
Notary Public in and for the
State of WA
residing at Ocean Park
My Commission Expires: 10.09.2024

"Unofficial Copy"

"Unofficial Copy"

ACKNOWLEDGMENT

State of Washington)
) ss.
County of Kitsap)

I certify that I know or have satisfactory evidence that KATHLEEN GARVIN is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act as a member of McGowan Family Properties, LLC for the uses and purposes mentioned in this instrument.

Given Under My Hand and Official Seal this 18th day of July, 2023.

KATIE AILEEN OLSEN
EXP. 06-10-2026
NOTARY PUBLIC
COMM# 22022298
STATE OF WASHINGTON

Print Name: Katie Aileen Olsen
Notary Public in and for the
State of Washington
residing at Kingston
My Commission Expires: 06/10/2026

Acknowledgment of Separate Property by

Thomas Satterwhite, husband of Kathleen Garvin, acknowledges that the interest of his wife, Kathleen Garvin, in the property described herein is separate and not community property.

Dated: July 18, 2023

Thomas Satterwhite

ACKNOWLEDGMENT

State of Washington)
) ss.
County of Kitsap)

I certify that I know or have satisfactory evidence that Thomas Satterwhite is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

Given Under My Hand and Official Seal this 18th day of July, 2023.

KATIE AILEEN OLSEN
EXP. 06-10-2026
NOTARY PUBLIC
COMM# 22022298
STATE OF WASHINGTON

Katie Aileen Olsen

Print Name: Katie Aileen Olsen
Notary Public in and for the
State of Washington
residing at Kingston
My Commission Expires: 06/10/2026

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ACKNOWLEDGMENT

State of WA)
) ss.
County of Pacific)

I certify that I know or have satisfactory evidence that WILLIAM R. GARVIN is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act as a member of McGowan Family Properties, LLC for the uses and purposes mentioned in this instrument.

Given Under My Hand and Official Seal this 20th day of June, 2023.

M RICK VELAND
NOTARY PUBLIC #12588
STATE OF WASHINGTON
COMMISSION EXPIRES
OCTOBER 9, 2024

Print Name: M Rick Veland
Notary Public in and for the
State of WA
residing at Ocean Park
My Commission Expires: 10.9.2024

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Acknowledgment of Separate Property by

CHERRIE M GARVIN, wife of William R. Garvin, acknowledges that the interest of her husband, William Garvin, in the property described herein is separate and not community property.

Dated: 06-28-2023, 2023

ACKNOWLEDGMENT

State of WA)
) ss.
County of Pacific)

I certify that I know or have satisfactory evidence that Cherrie M. Garvin is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in this instrument.

Given Under My Hand and Official Seal this 28th day of June, 2023.

M RICK VELAND
NOTARY PUBLIC #12588
STATE OF WASHINGTON
COMMISSION EXPIRES
OCTOBER 9, 2024

Print Name: M. Rick Veland
Notary Public in and for the
State of WA
residing at Ocean Park
My Commission Expires: 10.09.2024

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ACKNOWLEDGMENT

State of Washington)
) ss.
County of King)

I certify that I know or have satisfactory evidence that PATRICK GARVIN is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act as a member of McGowan Family Properties, LLC for the uses and purposes mentioned in this instrument.

Given Under My Hand and Official Seal this 18 day of July, 2023.

DANIELLE EICHTEN
LICENSE #21022382
NOTARY
PUBLIC
COMM. EXP. 5/29/2025
STATE OF WASHINGTON

Danielle Eichten

Print Name: Danielle Eichten
Notary Public in and for the
State of Washington
residing at KeyBank Madison Park
My Commission Expires: 05/29/2025

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Acknowledgment of Separate Property by

Mary Nell Garvin wife of Patrick Garvin, acknowledges that the interest of her husband, Patrick Garvin, in the property described herein is separate and not community property.

Dated: 7-18-2023, 2023

Mary Nell Garvin

ACKNOWLEDGMENT

State of Washington)
) ss.
County of King)

I certify that I know or have satisfactory evidence that Mary Nell Garvin is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in this instrument.

Given Under My Hand and Official Seal this 18 day of July, 2023.

DANIELLE EICHTEN
LICENSE #21022382
NOTARY PUBLIC
COMM. EXP. 5/29/2025
STATE OF WASHINGTON

Danielle Eichten
Print Name: Danielle Eichten
Notary Public in and for the
State of Washington
residing at KeyBank Madison Park
My Commission Expires: 05/29/2025

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EXHIBIT "A"

LEGAL DESCRIPTION
Tract No LEWI 03-110
Fee Parcel to the United States of America

ZONE A - UPLANDS

That portion of the Patrick J. McGowan and Jane M. McGowan Donation Land Claim, No. 38 in Sections 21 and 22, Township 9 North, Range 10 West, Willamette Meridian, Pacific County, State of Washington, described as follows:

Parcel A and Parcel F as shown upon Bureau of Land Management (BLM) Township 9, Range 10 West, of the Willamette Meridian, Washington, Dependent Resurvey, Corrective Resurvey and Survey (of Survey Group 671), dated March 24, 2021, filed in the official public land records of U.S. Department of the Interior, Bureau of Land Management Oregon State Office in Portland, Oregon, and more particularly described as follows:

Parcel A
COMMENCING at the corner of sections 15, 16, 21 and 22, monumented with a concrete post, 8 ins. square, with marks formed into the post, "SC 15" on NE face, "16" on NW face, "21" on SW face
and "22" on SE face, and a cross running from cardinal points across the top,

THENCE S. 0° 00' 20" W., on the line between sections 21 and 22, a distance of 1075.93 feet to intersect with the N. boundary of DLC No. 38, feet at the **True Point of Beginning**, identical to Angle Point No. 1 of Parcel A, identical with Angle Point No. 4 of Parcel F in DLC No. 38, monumented with stainless steel post, with brass cap,

THENCE N. 89° 54' 07" W., on the line between sections 21 and 22, a distance of 502.50 feet, to the NW corner of DLC No.38 on the E boundary of DLC No. 37, identical with Angle Point No. 2 of Parcel A, monumented with stainless steel post, in a collar of stone, with brass cap,

THENCE S. 25° 08' 39" W., a distance of 661.00 feet, on the line between DLC Nos. 37 and 38, to the easterly "L" corner between DLC Nos. 37 and 38, identical with Angle Point No. 3 of Parcel A in DLC No. 38, monumented with a concrete post, 8 ins. square, with marks formed into the post. "USMR" on S. face and a cross running across the top,

THENCE S. 0° 00' 20" W., a distance of 51.48 feet, on the line between DLC Nos. 37 and 38, to the westerly "L" corner between DLC Nos. 37 and 38, identical with Angle Point No. 4 of Parcel A in DLC No. 38, at record bearing and dist. from the westerly "L" corner, said point located on steep embankment, not monumented,

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THENCE S. 24° 30' 00" W., a distance of 603.44 feet, on the line between DLC Nos. 37 and 38 to a point for the intersection with the northerly right-of-way of U.S. Highway 101 at 100 feet offset from the centerline of said highway, not monumented,

THENCE S. 24° 30' 00" W., a distance of 50.37 feet, on the line between DLC Nos. 37 and 38 to the True point for the intersection with the northerly right-of-way of U.S. Highway No. 101, at 50 ft. offset the centerline of the Highway, identical with Angle Point No. 5 of Parcel A in DLC No. 38, said point is located in McGowan Pond and not monumented,

From said True point for the intersection with the northerly right-of-way of U.S. Highway No. 101, at 50 ft. offset the centerline of the Highway, Witness Corner bears S. 24° 30' 00" W., a distance of 23.34 feet, monumented with stainless steel post 2-1/2 ins diam. with brass cap,

From said Witness Corner, WSDOT GPS Station No. IS2516, monument ID No. 4444, established in 2000, bears S. 54° 10' 09" E., 452.60 ft. dist., monumented with an iron
post, 1 1/2 ins. diam., buried 6 ins. below the lip of a 10 ins. diam. cast iron monument well flush with asphalt pavement, with an aluminum cap mkd. IS2516 and a punch mark in the top center.

THENCE S. 58° 32' 32" E., a distance of 532.52 feet to Angle Point No. 6 of Parcel A, at point of curvature on said northerly right-of-way of U.S. Highway 101, located in McGowan Pond, not monumented.

THENCE continuing on said northerly right-of-way of U.S. Highway 101 along a tangent curve to the right having a central angle of 14° 15' 00", radius 1959.86 feet, arc distance of 487.44 feet to Angle Point No. 7 of Parcel A, monumented with stainless steel post 2-1/2 ins diam. with brass cap,

THENCE S. 44° 17' 21" E., a distance of 319.68 feet, to a point established by Towle, P LS No. 17686, in 2016, as the intersection of the northerly right-of-way of U.S. Highway No. 101 with the proposed northerly right-of-way, reported as Station 459+90.13 at 50 ft. offset the centerline by Lacy in 2004 and now serves as Angle Point 8 of Parcel A, monumented with iron rod, ½ in. diam., with aluminum cap,

THENCE N. 45° 42' 36" E., a distance of 10.00 feet, to Angle Point 9 of Parcel A, monumented with an iron rod, ½ in. diam, with aluminum cap,

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THENCE along the arc of a circular curve to the left on the proposed northerly right-of-way of U.S. Highway No. 101, having a central angle of 1° 43' 00", radius of 1940.00 ft., arc distance of 58.13 feet, on the boundary of sections 21 and 22, to a Witness Point, identical with Angle Point No. 10 of Parcel A and identical with Angle Point No. 5 of Parcel F, monumented with iron rod, 5/8 in. diam. and aluminum cap,

THENCE N. 0° 00' 20" E., a distance of 472.53 feet, on a portion of the bdy. of secs. 21 and 22, to Angle Point No. 11 of Parcel A, identical with Angle Point No. 4A of Parcel F, and the ¼ corner of secs. 21 and 22,

THENCE N. 0° 00' 20" E., a distance of 1563.88 feet, on a portion of the bdy. of secs. 21 and 22, to
Angle Point No. 1 of Parcel A, identical with Angle Point No. 4 of Parcel F, and the **True Point of Beginning.**

Parcel F
COMMENCING at the corner of sections 15, 16, 21 and 22, monumented with a concrete post, 8 ins. square, with marks formed into the post, "SC 15" on NE face, "16" on NW face, "21" on SW face
and "22" on SE face, and a cross running from cardinal points across the top,

THENCE S. 0° 00' 20" W., on the line between sections 21 and 22, a distance of 1075.93 feet to intersect with the N. boundary of DLC No. 38, feet at the **True Point of Beginning**, identical to Angle Point No. 1 of Parcel A, identical with Angle Point No. 4 of Parcel F in DLC No. 38, monumented with stainless steel post, 2-1/2 in. with brass cap,

THENCE S. 0° 00' 20" W., a distance of 1563.88 feet, on a portion of the bdy. of secs. 21 and 22, to
Angle Point No. 4A of Parcel F, identical with Angle Point No. 11 of Parcel A and the ¼ corner of secs. 21 and 22,

THENCE S. 0° 00' 20" W., a distance of 472.53 feet, on a portion of the bdy. of secs. 21 and 22, to a Witness Point, identical with Angle Point No. 5 of Parcel F and identical with Angle Point No. 10 of Parcel A, monumented with iron rod, 5/8 in. diam. and aluminum cap,

THENCE on the arc of a circular curve to the left, having a central angle of 12° 28' 54" and a radius of 1940.00 ft., arc distance 422.62 ft, to Angle Point No.6 of Parcel F, monumented with an iron rod, with aluminum cap; said arc crossing a gated 10 ft. wide primitive road in sec. 22 distant 55 ft from Angle Point No. 5 of Parcel F.

THENCE S. 58° 29' 09" E., a distance of 186.13 feet to Angle Point No. 7 of Parcel F, monumented with an iron rod, with aluminum cap,

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THENCE N. 31° 31' 34" E., a distance of 573.06 feet to Angle Point No. 1 of Parcel F, monumented with an iron rod, with aluminum cap,

THENCE N. 77° 33' 01" W., a distance of 483.16 feet to Angle Point No. 2 of Parcel F, monumented with stainless steel post, with brass cap,

From said Angle Point No. 2, calculated E-W center line of sec. 22 bears N. 00° 00' 20" E., a distance of 229.23 feet, not monumented,

From said Angle Point No. 2, Witness Point bears N. 00° 00' 20" E., a distance of 920.03 feet, monumented with stainless steel post, with brass cap,

THENCE N. 00° 00' 20" E., a distance of 1798.76 feet to Angle Point 3 of Parcel F, monumented with stainless steel post, with brass cap,

THENCE N. 89° 54' 07" W., a distance of 320.00 feet, on the N. boundary of DLC No. 38 identical with Angle Point No.4 of Parcel F, identical with Angle Point No. 1 of Parcel A and the **True Point of Beginning.**

The **ZONE A** areas described aggregate 51.55 acres, more or less.
(Parcel A 31.64 acres, Parcel F 19.91 acres)
(Tax Assessors Parcel Number: a portion of 09102200001)

ZONE B – SOUTH OF EXISTING HIGHWAY 101 RIGHT-OF WAY INCLUDING INUNDATED LANDS AND TIDELANDS

That portion of the Patrick J. McGowan and Jane M. McGowan Donation Land Claim, No. 38 in Sections 21 and 22, Township 9 North, Range 10 West, Willamette Meridian, Pacific County, State of Washington, lying southerly of the right-of-way of Primary State Highway 12, now known as U.S. Highway 101, to the record meander, between the West line of said DLC No. 38 and Engineer's Station 459+90.12, together with the tidelands of the second class in front thereof to the line of extreme low tide of the Columbia River. The sidelines of the above described parcel are perpendicular to said right-of-way.

ALSO, that portion of said DLC No. 38 in Sections 21 and 22, Township 9 North, Range 10 West, Willamette Meridian, Pacific County, State of Washington, lying southerly of the right-of-way of Primary State Highway 12, now known as U.S. Highway 101, to the record meander, between Engineer's Station 489+83.90 and the East line of said DLC No. 38, together with the tidelands of the second class in front thereof to the line of extreme low tide of the Columbia River. The sidelines of the above-described parcel are perpendicular to said right-of-way.

The **ZONE B** areas described aggregate approximately 22.00 acres, more or less.
(Tax Assessors Parcel Number: portion of 09102200001)

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EXHIBIT "B"

RESERVED ACCESS ROAD EASEMENT
ACROSS LEWI TRACT NO 03-110

Reserving unto Grantors a Perpetual Non-Exclusive Access Road Easement for the purpose of clearing, locating, constructing, reconstructing, grading, using, controlling, maintaining, improving, repairing vehicular and pedestrian access, together with necessary appurtenances thereto, including but not limited to periodic spot rocking and grading to prevent damage to subgrades; ditching and culvert maintenance to prevent water damage to the road; and maintenance of all erosion control devices; for a total access road easement width of 30 feet under, over, through and across the existing road over said lands described in Exhibit "A" Zone A Uplands (LEWI Tract No. 03-110) as shown on Exhibit "E" (the "Map"). This easement is appurtenant to the lands described in Exhibit "C" Zone C – Upland Scenic Easement (LEWI Tract No 03-100). This access easement is also appurtenant to the lands described in Exhibit "A" Scenic Easement Tract LEWI 03-111 recorded on July 21, 2023 under Auditor's File No 3219797 and assignable to the owner of such lands.

This Access Road Easement shall be subject to the following terms and conditions:

ANTI-DEFICIENCY ACT, 31 USC § 1341. Nothing herein contained shall be construed as binding the USA to expend in any one fiscal year any sum in excess of appropriations made by Congress or administratively allocated for the purpose of this Access Road Easement for the fiscal year, or to involve the USA in any contract or other obligation for the further expenditure of money in excess of such appropriations or allocations.

ERECTION OF STRUCTURES PROHIBITED. Grantors shall not erect any structure, building, or fence over or within the easement area. At Grantors' sole expense, Grantors may erect a fence and gate within the existing road along the border between Zone A and Zone C, provided that Grantors provides a key to the gate to the National Park Service within 24 hours of installation.

MAINTENANCE OF EASEMENT. Grantors shall keep and preserve the easement area in appropriate repair and condition as necessary. The National Park Service shall not plant or permit to grow any trees or other vegetative growth within the easement area that might obstruct, interfere or impair the purpose of this Access Road Easement. The National Park Service shall repair any damage to the road within the easement area when such damage is caused solely by its use of the easement area, subject to the afore-mentioned Anti-Deficiency Act.

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RIGHT OF ACCESS. Grantors, their authorized assignee, and their authorized managers, members, agents, contractors, licensees and permittees, shall have the right of access to, over and across the easement area to the Zone C Upland Scenic Easement area and scenic easement tract LEWI 03-111 and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the easement area as herein described.

EASEMENT RUNS WITH LAND. This Access Road Easement shall be perpetual, permanent and run with the land and shall be binding on the USA and its successors and assigns without further notification.

PROPERTY TO BE RESTORED. Upon completion of any construction, reconstruction, repair, enlargement or maintenance of any road related improvements in the easement area, Grantors shall restore, or cause the easement area to be restored, in good and workmanlike manner to a condition that is as good or better before such construction, reconstruction or alteration.

Words and phrases herein including acknowledgment hereof shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

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EXHIBIT "C"

LEGAL DESCRIPTION
Tract No LEWI 03-100
Scenic Easement Parcels to the United States of America

LEWI Tract No 03-100 Upland Scenic Easement

A permanent and assignment easement interest which the Grantor agrees to convey to the United States of America is described as follows:

ZONE C – UPLAND SCENIC EASEMENT
LEWI Tract No 03-100

All those certain parcels of land in Sections 21 and 22, Township 9 North, Range 10 West, Willamette Meridian, Pacific County, State of Washington, described as follows:

Lots 7 and 8, of said Section 22, Township 9 North, Range 10 West,

TOGETHER WITH that portion of the Patrick J. McGowan and Jane M. McGowan Donation Land Claim, No. 38 in Sections 21 and 22, Township 9 North, Range 10 West, Willamette Meridian, Pacific County, State of Washington, described as follows:

A portion of Parcel G as shown upon Bureau of Land Management (BLM) Township 9, Range 10 West, of the Willamette Meridian, Washington, Dependent Resurvey, Corrective Resurvey and Survey (Group 671, Field Notes WA R0262), dated March 24, 2021, filed in the official public land records of U.S. Department of the Interior, Bureau of Land Management Oregon State Office in Portland, Oregon, and surveyed in coordination with monumentation established by Towle, PLS No. 17686, in 2016 as shown upon Record of Survey filed in Book 28 of Surveys Page 18 (AFN 3168553) in the official records of Pacific County, Washington, and more particularly described as follows:

COMMENCING at the corner of sections 15, 16, 21 and 22, monumented with a concrete post, 8 ins. square, with marks formed into the post, "SC 15" on NE face, "16" on NW face, "21" on SW face and "22" on SE face, and a cross running from cardinal points across the top,

THENCE S. 0° 00' 20" W., on the line between sections 21 and 22, a distance of 1075.93 to intersect with the N. boundary of DLC No. 38, to Angle Point No. 1 of Parcel A, identical with Angle Point No. 4 of Parcel F in DLC No. 38, monumented with stainless steel post, 2-1/2 in. with brass cap,

THENCE, S. 89° 54' 07" E., a distance of 320.00 feet, on the N. boundary of DLC No. 38 identical with Angle Point No. 3 of Parcel F, identical with Angle Point No. 3 of Parcel G, at the **True Point of Beginning,** monumented with stainless steel post, with brass cap,

THENCE S. 00° 00' 20" W., a distance of 1798.76 feet to Angle Point No. 4 of Parcel G, identical with Angle Point No. 2 of Parcel F, monumented with stainless steel post, with brass cap,

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THENCE S. 77° 33' 01" E., a distance of 483.16 feet to Angle Point No. 5 of Parcel G, identical with Angle Point No. 1 of Parcel F, monumented with an iron rod, with aluminum cap,

THENCE S. 80° 39' 32" E., a distance of 925.00 feet to Angle Point No. 6 of Parcel G, monumented with iron rod, with aluminum cap,

THENCE S. 76° 37' 12" E., a distance of 227.31 feet to Angle Point No. 7 of Parcel G, monumented with iron rod, with aluminum cap,

THENCE S. 29° 22' 07" E., a distance of 165.07 feet to Witness Point, monumented with iron rod, with aluminum cap,

THENCE S. 29° 22' 07" E., a distance of 152.09 feet to Angle Point No. 8 of Parcel G, monumented with iron rod, with aluminum cap,

THENCE S. 64° 55' 40" E., a distance of 190.17 feet to Witness Point No. 1, located in a creek, not monumented,

> From which point a Witness Corner, monumented with iron road with aluminum cap, bears S. 17° 04' 10" W, distant 110.04 feet.

THENCE S. 64° 55' 40" E., a distance of 252.44 feet to Witness Point No. 2, monumented with iron rod, with aluminum cap,

THENCE S. 64° 55' 40" E., a distance of 252.51 feet to Witness Point No. 3, monumented with iron rod, with aluminum cap,

THENCE S. 64° 55' 40" E., a distance of 252.42 feet to Angle Point No. 9 of Parcel G, on steep southeasterly slope, not monumented,

> From which point a Witness Corner, monumented with iron rod, with aluminum cap, bears S. 17° 03' 21" W, distant 8.00 feet.

THENCE N. 17° 02' 15" E., a distance of 130.03 feet to Angle Point No. 10 of Parcel G, on steep southeasterly slope, not monumented,

THENCE S. 72° 57' 43" E., a distance of 299.89 feet to Angle Point No. 11 of Parcel G, on steep southeasterly slope, not monumented,

THENCE S. 17° 02' 18" W., a distance of 175.52 feet to Angle Point No. 12 of Parcel G, monumented with iron rod, with aluminum cap,

THENCE S. 65° 43' 21" E., a distance of 232.78 feet to Angle Point No. 13 of Parcel G on the East boundary of DLC No. 38, monumented with iron rod, with aluminum cap,

THENCE N. 01° 17' 43" E., a distance of 44.74 feet along the East boundary of DLC No. 38, to Witness Point identical with Angle Point No. 14 of Parcel G, monumented with stainless steel post and brass cap,

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THENCE N. 0° 29' 00" E., a distance of 2923.03 feet along the East boundary of DLC No. 38 to Angle Point No. 1 of Parcel G, identical with the Northeast corner of DLC No. 38, monumented with galvanized spike 4 feet high,

> From which point a bearing tree marked by Weller in 2002-05, a spruce 17 ins. diameter bears S. 81° E, distant 20.1 feet, with a healed double blaze; and a stainless steel post 28 ins. long, 2-1/2 ins. diam. bears S. 21° 36' 55" E. distant 18.43 feet,

THENCE N. N. 88° 54' 50" E., a distance of 1811.39 feet to a Witness Point on the North boundary of DLC No. 38, monumented with stainless steel post and brass cap,

THENCE N. N. 88° 54' 50" E., a distance of 372.95 feet, to Angle Point No. 2 of Parcel G, identical with the corner of Lots 8 and 9 on the North boundary of DLC No. 38 feet, monumented with concrete post, 8 ins. square,

THENCE N. N. 89° 54' 07" E., a distance of 946.25 feet to Angle Point No. 3 of Parcel G, identical with the **True Point of Beginning.**

EXCEPTING THEREFROM a portion of said Parcel G more particularly described as follows:

A portion of Tract 3 as shown upon said Survey by Bruce Towle, LS 17686, dated October 2016 filed in Book 28 Pages 18-19 (Auditor File No. 3168553) in the records of Pacific County, Washington, on October 17, 2016, and more particularly described as follows:

Beginning at a point identical with Angle Point No. 9 of Parcel G, monumented with iron rod with aluminum cap,

THENCE N. 64° 55' 40" W., a distance of 252.42 feet to Witness Point 3 of Parcel G, monumented with iron rod with aluminum cap,

THENCE N. 17° 02' 18" E. (Record N. 19° 31' 24" E.), a distance of 1096.61 feet,

THENCE S. 72° 57' 43" E. (Record S. 70° 28' 36" E.), a distance of 250 feet,

THENCE S. 17° 02' 18" W. (Record S. 19° 31' 24" W.), a distance of 1001.81 feet, to Angle Point No. 10 of Parcel G,

THENCE S. 17° 02' 18" W. (Record S. 19° 31' 24" W.), a distance of 130.03 feet, to the **True Point of Beginning.**

(APN 09102242015)

The **ZONE C** areas described aggregate approximately 221.71 acres, more-or-less.

(Tax Assessor Parcel Numbers: 09102250007, 09102250008, 09102242013, 09102242014, Ptn 09102200001)

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Zones D-1 (38.34 acres)
LEWI 03-100

Surveyed in coordination with monumentation established by Towle PLS No 17686, in 2016 as shown upon Record of Survey filed in Book 28 of Surveys Page 18 (AFN 3168553) in the official records of Pacific County, Washington, and more particularly described as a parcel of property in a portion of the Pat J. McGowan Donation Land Claim located in the Southeast Quarter of Section 22, Township 9 North, Range 10 West, of the Willamette Meridian, in Pacific County, Washington described as follows:

COMMENCING at the angle point on the East line of said Pat J. McGowan Donation Land Claim,

THENCE South 03° 46' 26" West along said East line 603.27 feet to the North line of State Route 101,

THENCE North 70° 28' 23" West along said North line 173.85 feet to the Southeast comer of that tract conveyed as Parcel A by deed to Robert Guntle recorded under Auditor's Volume 8908, Page 1093, records of Pacific County;

THENCE North 19° 31' 37" East along the East line of said tract 417.42 feet to the Northeast comer thereof;

THENCE North 70° 28' 23" West along the North line of said tract 208.71 feet to the East line of that tract conveyed by deed to Jane Snyder recorded under Auditor's Volume 8801, page 678, records of Pacific County;

THENCE North 19° 31' 37" East along said East line 324.88 feet to the Northeast comer of said tract;

THENCE North 70° 28' 23" West along the North line of said tract 299.99 feet to the Northwest comer of said tract;

THENCE South 19° 31' 37" West along the West line of said parcel 130.04 feet to the TRUE POINT OF BEGINNING;

THENCE North 62° 27' 40" West 947.55 feet; THENCE North 26° 53' 35" West 317.14 feet;

THENCE North 74° 08' 30" West 227.37 feet; THENCE North 78° 11' 12" West 925.00 feet;

THENCE South 33° 59' 33" West 573.01 feet to the North line of that tract conveyed as Area 4 to the State of Washington, State Historical Society recorded under Auditor's File No. 3077466, records of Pacific County;

THENCE South 56° 00' 31" East along said North line 1004.99 feet to a 1,940.01 foot radius curve to the left;

THENCE along said North line and around said 1,940.01 foot radius curve 555.93 feet;

THENCE South 17° 34' 22" West along said North line 15.00 feet to a non tangent 1,955.01 foot radius curve to the left with a radial bearing being North 17° 34' 22" East at said point;

THENCE along said North line and around said non tangent 1,955.01 foot radius curve to the left 149.82 feet;

THENCE South 76° 49' 05" East along said North line 120.89 feet to a Southeast comer of said tract, said point being on the North line of said State Route 101 and on a non tangent 1,959.64 foot radius curve to the right with the radial bearing being South 09° 02' 01" West at said point;

THENCE along said North line and around said 1,959.64 foot radius curve to the right 76.51 feet to a Southwest comer of that tract conveyed as Area 4 to the State of Washington, State Historical Society recorded under Auditor's File No. 3077466, records of Pacific County;

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THENCE North 11 ° 16' 14" East along the West line of said tract 10.01 feet to the Northwest comer of said tract, said point on a non tangent 1,969.64 foot radius curve to the right, the radial bearing being South 11 ° 16' 14" West at said point;
THENCE along the North line and around said non tangent 1,969.64 foot radius curve to the right 283 .3 7 feet to the Northeast comer of said tract;

THENCE South 17° 37' 29" West along the East line of said tract 10.01 feet to the Southeast comer of said tract, said point on the North line of said State Route 101;

THENCE South 70° 28' 23" East along said North line 304.00 feet to the Southwest comer of said Snyder tract;

THENCE North 19° 31' 37" East along the West line of said tract 612.26 feet to the TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM a portion of said Parcel G more particularly described as follows:

A portion of Tract 3 as shown upon said Survey by Bruce Towle, LS 17686, dated October 2016 filed in Book 28 Pages 18-19 (Auditor File No. 3168553) in the records of Pacific County, Washington, on October 17, 2016, and more particularly described as follows:

Beginning at a point identical with Angle Point No. 9 of Parcel G, monumented with iron rod with aluminum cap,

Thence S. 17° 02'18" W (record S. 19° 31'24" W), a distance of 612.23 feet;

Thence along the north line of State Route 101, N. 70° 28'36" W, 250 feet;

Thence N. 17° 02'18" E (Record N. 19° 31'24" E) a distance of 647.43' to Witness Point 3 of parcel G, monumented with iron rod with aluminum cap,

Thence S. 64° 55'40" E, a distance of 252.42 feet to Angle Point No. 9 of Parcel G, monumented with iron rod with aluminum cap, to the **True Point of Beginning.**

Zone D-2 (1.85 acres):
LEWI 03-100

ALSO a parcel of property in a portion of the Pat J. McGowan Donation Land Claim located in the Southeast quarter of Section 22, Township 9 North, Range 10 West, of the Willamette Meridian, in Pacific County, Washington described as follows:

BEGINNING at the angle point on the East line of said Pat J. McGowan Donation Land Claim,

THENCE South 03° 46' 26" West along said East line 44.76 feet to the TRUE POINT OF BEGINNING;

THENCE continuing along said East line, South 03° 46' 26" West 558.50 feet to the North line of State Route 101, THENCE North 70° 28' 23" West along said North line 173.85 feet to the Southeast comer of that tract conveyed as Parcel A by deed to Robert Guntle recorded under Auditor's Volume 8908, Page 1093, records of Pacific County;

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THENCE North 19° 31' 3 7" East along the East line of said tract 417.42 feet to the Northeast comer thereof;

THENCE North 70° 28' 23" West along the North line of said tract 208.71 feet to the East line of that tract conveyed by deed to Jane Snyder recorded under Auditor's Volume 8801, page 678, records of Pacific County;

THENCE North 19° 31' 37" East along said East line 149.35 feet;

THENCE South 63° 15' 23" East 232.77 feet to the POINT OF BEGINNING.

A remnant of Zone D-1: (0.07 acre) recorded under Auditor's File No. #3170631 2/16/2017:
LEWI 03-100

A parcel of property in a portion of the Patrick J. McGowan Donation Land Claim located in the Southwest Quarter of Section 22, Township 9 North, Range 10 West, of the Willamette Meridian, in Pacific County, Washington which is described as follows:

COMMENCING at the Bureau of Land Management brass cap set at the angle point on the East line of the Patrick J. McGowan Donation Land Claim;

THENCE South 03°46'26" West along said East line 325.70 feet;

THENCE North 86°13'34" West 947.09 feet to the Northeast corner of the second part of Area 4 as described in the tract conveyed to State of Washington, State Historical Society recorded under Auditor's File No. 3077466, records of Pacific County, Washington, said point on a non-tangent 1,969.65 foot radius curve to the left with the radial bearing being South 19°30'49" West at said point and the true POINT OF BEGINNING;

THENCE along the North line of said tract and around said 1,969.65 foot radius curve to the left 283.37 feet to the Northwest corner of said tract;

THENCE South 11°16'14" West along the West line of said tract 10.01 feet to the Southwest corner of said tract, said point on a non-tangent 1,959.64 foot radius curve to the right with the radial bearing being South 11°16'14" West at said point;

THENCE along the South line of said tract and around said 1,959.64 foot radius curve to the right 281.93 feet to the Southeast corner of said tract;

THENCE North 19°30'49" East along the East line of said tract 10.01 feet to the TRUE POINT OF BEGINNING.

Containing approximately 0.07 acres, more or less (as described under Auditor's File No. #3170631 2/16/2017)

A remnant of Zone D-1: (0.05 acres) recorded under Auditor's File No. 3170167 on 01/12/2017:
LEWI 03-100

A parcel of property in a portion of the Patrick J. McGowan Donation Land Claim located in the Southwest Quarter of Section 22, Township 9 North, Range 10 West, of the Willamette Meridian, in Pacific County, Washington which is described as follows:

COMMENCING at the Bureau of Land Management brass cap set at the angle point on the East line of the Patrick J. McGowan Donation Land Claim;

THENCE South 03°46'26" West along said East line 235.59 feet;

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THENCE North 86°13'34" West 1,500 feet to a point on the North line of the first part of Area 4 as described in the tract conveyed to State of Washington, State Historical Society recorded under Auditor's File No. 3077466, records of Pacific County, Washington, and the TRUE POINT OF BEGINNING;

THENCE South 18°00'50" West 23.13 feet to the North line of State Route 101;

THENCE South 83°16'36" East along said North line 125.31 feet to a point on a 1,959.64 foot radius curve to the right;

THENCE along said North line and around said 1,959.64 foot radius curve to the right 79.02 feet to the intersection with the North line of said Washington State Historical Society Area 4 North line;

THENCE North 76°49'05" West along said North line 120.91 feet to a 1,955.01 foot radius curve to the right;

THENCE along said North line and around said 1,955.01 foot radius curve to the right 80.35 feet and the TRUE POINT OF BEGINNING.

Containing approximately 0.05 acres, more or less (as described under Auditor's File No. 3170167 recorded on 01/12/2017).

Zone D-1 area described aggregate approximately 38.46 acres, more or less
and Zone D-2 described aggregate approximately 1.85 acres, more or less.

(Tax Assessor Parcel Number: portion of 09102200001)

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Exhibit "D"

SCENIC EASEMENT PROVISIONS
LEWIS AND CLARK NATIONAL HISTORICAL PARK
LEWI TRACT NO 03-100

Pursuant to authority granted to the Secretary of the Interior in Public Law 85-435 (72 Stat. 153), as amended, this document creates a perpetual estate, interest and easement to preserve the scenic quality of the real estate affected hereby (the "Property") of the nature and character hereinafter expressed to be and to constitute an easement upon the Property, which estate, interest, and easement will result from the restrictions hereby imposed upon the use of the Property. To that end and for the purpose of accomplishing the intent of the parties hereto, said Grantors covenant on behalf of themselves, their heirs, successors and assigns (hereinafter referred as the Grantors), to do and refrain from doing, severally and collectively, the various acts hereinafter mentioned, it being hereby agreed and expressed that the doing and the refraining from said acts, and each thereof, upon the Property, is and will be for the benefit of the United States of America, its successors and assigns, and Lewis and Clark National Historical Park as described in Public Law 85-435 (72 Stat. 153), as amended now or in the future, and will help preserve the scenic value of the Property.

This conveyance of a perpetual scenic easement over the Property on behalf of the United States of America and its assigns is given by Grantors in conjunction with the conveyance by Grantors of fee title to adjoining property owned by Grantors, described herein as Zone A (the Park Zone) and Zone B (the Inundated/Tidelands), which property the United States of America intends to make part of the Lewis and Clark National Historical Park. Exhibit D hereto (the "Map") shows the location of Zone C that is subject to this Easement. Zones D-1 and D-2 are only subject to the terms and conditions described below in Paragraph No. 32 (Subdivision). Zones A and B and are not encumbered by this scenic easement.

This conveyance of a perpetual scenic easement on behalf of the United States of America and its assigns is only for the purpose of preserving and protecting the scenic value of the Property, and does not grant, or reserve unto, the general public any right of ingress or egress over or across the Property, or any other rights of general public usage(s) unless specifically reserved by the herewith deed of easement conveyance or without further specific provisions by the Grantors.

In construing this conveyance of a perpetual scenic easement, it is understood that the purpose and intention of the restrictions imposed under the grant of this scenic easement is to preserve the scenic nature and character of the landscape that has historically existed and currently exists by maintaining the forest characteristics within Zone C of the Property, which is described below. More specifically, it is the purpose and intent of this scenic easement to maintain the visual appearance of the existing landscape elements that contribute to the character of the site, particularly the forest characteristics when viewed from public roadways, trails and waysides.

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The Grantors and the Secretary of the Interior or designated representative (hereinafter referred to as the "Secretary") may cooperatively develop, adopt and update a management plan for the property (e.g., interpretive and recreational services, forest management, site development, etc.). In the absence of such a mutually agreed upon management plan, the Property shall be managed by Grantors in compliance with the terms of this document.

The restrictions hereby imposed upon the uses and activities conducted upon the Property, the acts which the Grantors covenant to do or refrain from doing upon the Property and the easement interests and rights in and to the Property conveyed to the United States of America by the Grantors are as follows, with reference to the "Map" attached as Exhibit "E" which clearly identifies the various zones on the Property.

EASEMENT PROVISIONS APPLICABLE TO ZONE C
(Natural Forest Protection Area)

1. **Description and Purpose.** Zone C is currently characterized as being an unimproved and undeveloped forest and woodland parcel, in which some logging has occurred historically.

The purpose of the scenic easement in Zone C is to strive to maintain a naturally functioning forest ecosystem in a highly visible wooded condition which provides a scenic and a mature forested setting from nearby roads, trails and viewpoints; maintains a wooded scenic corridor along State Highway 101; provides for quality wildlife habitat; maintains and enhances sustainable mature forest characteristics; and allows for best silvicultural practices and forest management activities, as well as such other protection activities that are approved by the Secretary pursuant to Paragraph 25 below or agreed upon by the parties mutually in a written forest management plan prepared by the Grantors.

There are currently no buildings or residential dwellings in Zone C. There are currently the following improvements in Zone C: (a) two gravity flow reservoirs, one lined with concrete, and associated pipelines (surface water systems) for water and micro hydroelectric generation of power; and (b) unimproved forest roads and culverts for property management. No new improvements, structures, buildings, cell towers or utility poles shall be constructed, erected, or moved either permanently or temporarily onto said lands in any manner or form, except as specifically authorized below or as may otherwise be authorized in writing by the Secretary.

2. **Forest Management.** Grantors may manage the timber within Zone C sufficient to keep Zone C in its current designated forestland property tax classification or other current use timberland property tax classification. Consistent with the above, management of timber located within Zone C will generally be limited or related to those activities necessary to prevent fire, health and safety hazards or dispose of diseased or hazard trees and those activities which enhance the development or maintenance of mature forest composition, structure, and

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function, except as otherwise approved by the Secretary pursuant to Paragraph 25 below or agreed upon by the parties mutually in a written forest management plan.

Management of Zone C, the natural area for forest protection, will not include clear cutting or the extensive removal of the live dominant trees for the sole purpose of capitalizing a commercial timber value. The primary purpose of the forest management plan will be to ensure that the forested areas will be managed in a way that maintains its mature forest character, while allowing for the mutually agreed to application of management techniques under the terms of this document that are designed to continue the evolution of the forest to an ecologically complex condition similar to that which would be observed in unmanaged or old growth forests growing under similar environmental conditions and adapting to natural disturbance processes within the Lower Columbia River region. Such management techniques could involve thinning and removal of overstory and understory trees, planting of native species of trees and other appropriate vegetation, creation of snags and downed logs, or other techniques deemed appropriate for meeting the management goals stated above. A forest management plan must be specifically approved by the Secretary pursuant to Paragraph 25 below prior to any commercial timber harvesting, which approval shall not unreasonably be withheld, conditioned or delayed.

The occasional removal and sale(s) of incidental by-products resulting from permitted forest management activities is allowed without the Secretary's review or approval or the need for such sale(s) being included in, or by modification to, a forest management plan.

The Grantors may only use, remove and utilize for personal use, windblown, and downed logs.

3. Forest Roads. Grantors may use (and allow the use of), operate, maintain, repair, rebuild, replace and gate the forest roads currently existing in Zone C. Grantors may also install culverts where necessary, for purposes of accessing and performing forest management in Zone C, and operating the existing surface water systems in Zone C. The Grantors will promptly make available to the Secretary keys or information concerning combinations to any locks or other locking controls or devices that may be placed on the access gate now or hereinafter installed, which control access to the forest roads. The new construction of permanent or year-round roadways, or changing or relocating the course of any existing roads is not permitted in Zone C unless authorized in plans approved in advance by the Secretary.

4. Surface Water Systems. Grantors may use (and allow the use of), operate, maintain, repair, rebuild and replace the surface water systems currently existing in Zone C, for purposes of providing water and micro hydroelectric power to on-site and off-site properties. Grantors may replace, rebuild and replace the surface water systems, including replacing the pipelines with larger diameter pipelines appropriate to micro hydroelectric generation of power, in-kind and in-place upon notice to the Secretary. Any new construction of the surface water systems

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that is not in-kind or in-place is not permitted in Zone C unless authorized in plans approved in advance by the Secretary pursuant to Paragraph 25 below, which approval shall not unreasonably be withheld, conditioned or delayed but which may include mitigation for any impacts associated with such construction or relocation of said surface water systems. Any use of the surface water systems for micro hydroelectric power purposes shall be consistent with federal, state and local exemption requirements for micro hydroelectric power projects.

5. **Tsunami Shelter.** Grantors may construct or locate in Zone C a single unimproved or prefabricated structure (without utilities or septic system) to provide a shelter for tsunami emergencies. Said tsunami shelter shall not exceed 16 feet in height from the highest point of the natural ground to the peak of the roof and have an enclosed "footprint" not-to-exceed 455 square feet or 24 feet in diameter. Any such structure shall meet the construction requirements of Paragraph 7.A below and be maintained and repaired consistent with the requirements of Paragraph 7.B below. In addition, any new construction of such tsunami shelter structure is not permitted in Zone C unless authorized in plans approved in advance by the Secretary pursuant to Paragraphs 7 and 25 below, which approval shall not unreasonably be withheld, conditioned or delayed.

6. **Fencing.** Grantors may install and construct fences along the exterior boundaries of Zone C, the cost of which may be shared equally with Vendee for any fence bordering Vendee's adjacent Zone A property. The Secretary may enter into a cost sharing arrangement with the Grantors for the installation of the fence that borders the Vendee's adjacent Zone A property if Congress provides and/or appropriates the funds for said purposes. That nothing herein shall be interpreted as implying that the United States Congress will, at any later date, appropriate funds sufficient to meet said purposes.

7. **Development Plans.** Prior to the actual construction of any new shelters, structures, buildings or external building improvements in Zone C not requiring a Pacific County building permit, the Grantors shall notify the Secretary in writing of its construction plans. In addition, with respect to new shelters, structures, buildings or external building improvements requiring a Pacific County building permit in Zone C, prior to applying for any Pacific County building permit, site preparation, including any mechanical topographic changes, or the actual construction, building, or siting of any new shelters, structures, buildings or external building improvements, the Grantors shall submit a detailed written plan to the Secretary for technical review and approval pursuant to Paragraph 25 below. Any such plan shall include a plot plan and detailed building plans for all structures, including but not limited to, paint color, siding and roofing materials. The Secretary's delegated representatives may request additional advance review and approval time if the plan would likely result in the disturbance of a known Native America cultural site, e.g., a long house, burial site, or other documented historical use.

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A. All structures in Zone C shall be constructed with nonreflective roofing and siding materials and finishes (except window glass and solar panels), and all materials used shall be of dark natural earth tones colors (i.e., dark brown, charcoal gray, and/or dark greens) that blend with the natural surroundings and native vegetation in the area and does not distract from, or be a noticeable visual or contrast intrusion upon, the aesthetic viewshed of the Property.

B. The Grantors will have the right to perform any work internal to the shelter or structure(s) hereinafter constructed on the Property, and ordinary external improvements (e.g., doors, windows), maintenance and repairs on the structure(s) hereinafter constructed on the Property, without the need to obtain approval from the Secretary. If such shelter or structures are damaged or destroyed by fire, storm or other accidental casualty or deliberate act of vandalism by a third party, or by natural deterioration or decay of any part thereof, the Grantors have the right to rebuild and replace in the same location and in substantially the same size, form, and materials of the damaged or destroyed shelter or structure(s) as long as the new structure(s) meets the requirements of this easement and Vendees submits written plans to the Secretary pursuant to Paragraph 25 below for approval prior to initiating construction on the Property.

8. Mobile Homes, etc. No mobile homes, travel trailers, tents, tent trailers, self-propelled recreational vehicles, campers, buses, semi-trucks, or non-operational vehicles shall be located, used or parked on the Property as a substitute for a residence or residential building. The use of motorized vehicles that may be necessary for forest or property management purposes may be located, used or parked in Zone C.

9. Lighting. No exterior lights, high intensity (e.g., mercury), or aircraft landing sites are permitted to be constructed, installed, erected, or moved onto the Property. The mutual purpose of this restriction is to minimize "night pollution" that would be visible from the highway and the public park area.

10. Topography. Grantors shall do nothing to alter the general topography of the Property as it exists at the time of conveyance of this easement. Major excavation or surface topographic changes such as borrow pits, terracing, or filling are prohibited. Minor topographic changes associated with permitted uses specified in this easement, including the tsunami shelter allowed in Zone C, and the surface water system in Zone C, are permitted without limiting conditions or prior approval.

11. Underground Utilities and Surface Installations. No new utilities or utility poles for aerial wire, lines or cables, towers, cell towers, radio antennae towers, repeater stations or dish antennas (satellite "earth station") shall be constructed, installed, erected, or moved on the Property, except as may be authorized in advance by the Secretary pursuant to Paragraph 25 below. This limitation shall not apply to underground utilities to the surface water system (which are governed by Paragraph 4 of this easement).

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12. Wells, Water System and Septic System. Grantors may use, maintain, repair and replace the existing surface water system in Zone C as provided in Paragraph 4 of this easement. The plans for any such water system, including the location, design and materials, must be in compliance and approved by Pacific County and/or any other appropriate local or state governmental agencies.

13. Billboards and Signs. No advertising signs or display boards shall be displayed or placed upon the Property, except as follows:

A. Signs no larger than two feet square in size advertising the lease or sale of the property, prohibiting hunting or trespassing on lands or other appropriate public notices as may be required by law or regulations. Grantors may also post signage identifying the conservation values of the Property and identifying the Grantors as owners of the Property. Other interpretive and informational signs, placards, and displays may be allowed, provided that, prior to their installation the Grantors shall submit them to the Secretary for approval pursuant to Paragraph 18 below.

B. The placement of signs shall not exceed a maximum height of five (5) feet from the ground to the top of the sign.

14. Processing and Sales. The on-site stockpiling (aka, "decking") or otherwise storage or processing of timber cut and cleared from Zone C is permitted only within the pre-approved designated areas. Direct sales from the Property are allowed only for timber and incidental forest "by-products" which are permitted to be cut and processed pursuant to this easement.

15. Recreation Use Restrictions. Fairgrounds, vehicle or recreational parking, private parks or playgrounds are not permitted on the Property.

16. Irrigation and Drainage. The Grantors may maintain, repair, rebuild and replace any existing water drainage facilities or irrigation ditches, culverts, or aerial sprinkler irrigation installations that may be present on the Property. No new construction of hardened or lined storm water drainage facilities or irrigation ditches, culverts or aerial sprinkler irrigation installations are permitted on the Property, except as approved by the Secretary pursuant to Paragraph 25 below.

17. Waste. The accumulation, dumping or the allowing of trash garbage, waste, hazardous or contaminant materials and substances, or other unsightly or dysfunctional materials on the Property or the keeping or continued presence thereon of junked, inoperative, or wrecked vehicles, equipment, or similar visual nuisance, unsafe and unsanitary items are strictly prohibited.

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18. Noxious Weeds. The Grantors shall be responsible for controlling noxious, hazardous or invasive weeds on the Property in accordance with applicable federal, state and local law, including prompt payment of any abatement assessment. The Grantors may use pesticides, herbicides, biocides, and other chemicals for weed and pest control that are readily available to the public at commercial retail stores for normal domestic uses. Said chemical applications will be used only in accordance with standards for the type of chemical(s) and method(s) or timing of application(s) recommended by the manufacturer. No pesticides, herbicides, biocides, or hazardous chemicals will be maintained or stored on the Property. The use of herbicides and pesticides shall not be used near, adjacent to, or by means that will allow contaminations in ground water sources, ditches or canals.

19. Mining and Hazardous Materials. Grantors shall not conduct or permit any mining, mineral extraction and/or exploration activities on the Property, including, but not limited to: bentonite, metals, gem stones, coal, or oil and gas, or the storage, mixing, processing and/or refinement or commercial use of any of the above minerals, hazardous materials, petroleum-based or any manufactured chemical products; provided, however, that Grantors shall not be responsible to the Secretary or any successor holder of the easement for the exercise by any person or entity of any oil, gas, mineral, or other extraction rights which such other person or entity had already acquired or reserved with respect to the Property prior to the time that Grantors acquired title to the Property, or which any such person or entity may have or may hereafter acquire by succession or inheritance from anyone who had such prior rights, and nothing in this easement shall serve to operate as any representation or warranty by Grantors of any kind as to any such prior rights, it being the responsibility of the Secretary to determine for itself whether there is any risk of such prior rights, or their exercise with respect to the Property. The Grantors hereby assures the USA that it has not conveyed, leased, contracted, severed or separated the mineral estate or created or caused any sub-surface interest during the term of its ownership of the Property that would create or facilitate a mining, mineral extraction and/or exploration rights by any others, known or unknown. The Grantors also hereby agree to refrain from leasing, contracting or otherwise causing any subsequent mineral activity or exploration that would detract from the purposes of this easement, and the Grantors will commit and cooperate as may be requested, from time to time, with the USA should there be assertions of ownership rights to the mineral estate or for the sub- surface activities by any third persons or entities. Minor excavation or the moving of sand and gravel by Grantors to be used for on-site routine maintenance and agricultural activities are allowed provided such activity does not create or result in a change in the natural land and topographic condition as may be visible from public roadways, trails or waysides.

20. Perpetual Easement. The provisions of this easement shall be a perpetual encumbrance on the Property and for the perpetual benefit of the Lewis and Clark National Historical Park. The Grantors agrees to either incorporate or make specific recording reference to the terms of this easement in any deed or other legal instrument by which they divest themselves of the Property or otherwise create or impose any other interest or

encumbrance on the entire Property, including without limitation, a leasehold interest or mortgage. The failure of Grantors to perform any act required by this paragraph shall not impair the validity of this easement or limit its enforceability.

21. Easement Amendment. Grantors and the Secretary acknowledge that, in view of the perpetual nature of this scenic easement, they are unable to foresee all potential future land uses, future technologies and future evolution of the land and other natural resources and socio-economic factors relevant to local practices, and other future occurrences affecting the purposes of this easement. The Secretary therefore may determine whether (a) proposed uses or proposed improvements not contemplated by or addressed in this easement or (b) alterations in existing uses or structures, are consistent with the purposes of this scenic easement. Any legally permissible amendment hereto, and any discretionary consent by the Secretary contemplated by this scenic easement, may be granted only if the Secretary has determined in its reasonable discretion, that the proposed use furthers or is not inconsistent with the purposes of this scenic easement, substantially conforms to the intent of this grant, meets any applicable conditions expressly stated herein, and does not materially increase the adverse impact of expressly permitted actions under this scenic easement on the scenic and cultural values of the protected Property.

22. Archaeological Resources. If archaeological resources or Native American cultural resources are discovered on the Property or Grantors become aware of the presence of artifacts of Native American origin or human remains, the Grantors will notify the Secretary and allow the survey and study of said artifacts for a reasonable period. Said survey and study will be performed only after there is a mutual agreement between the Secretary and the Grantors regarding timing of activities and access to the site, so as to maintain the Grantors' privacy and not unreasonably disrupt the Grantors' uses on the site. Reasonable care shall be taken by the Grantors to avoid irreversible damage to, nor shall there be any intentional removal by Grantors or any party acting on behalf of the Grantors of, any archaeological or cultural objects or artifacts from the Property.

The right to inspect, study and physically investigate all cultural artifacts and associated material will be reserved exclusively to the National Park Service (NPS). The right to survey and investigate the property under the standards and procedures established under the Archeological Resources Protection Act, National Historic Preservation Act, American Indian Religious Freedom Protection Act, and Native American Graves Protection and Repatriation Act is reserved exclusively by NPS. The inspection of the material site, specimens and artifacts on Grantor's lands are covered by the terms and conditions of this easement will be guided by the following restrictions:

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A. The inspection and study of findings will be strictly limited to cultural artifacts, archeological materials, historical materials, stratigraphic samples, and all other findings that may be considered appropriate in the above described Acts listed in this Paragraph 22 for the purpose of identifying and determining the significance of the archeological deposits.

B. Prior to the undertaking of any cultural material collections, a work authorization plan or a cultural material clearance permit will either be prepared by or obtained from the NPS Superintendent. The landowner will be notified a minimum of thirty (30) days prior to entry upon the land and advised of the date(s), number of persons to be engaged in the work, and the nature and duration of work phases to be performed.

C. All excavated areas will be restored by filling in the excavations and otherwise leaving the area in as near to original condition as is reasonably practicable.

D. A designated NPS person in charge (PIC) of field work, or other qualified designee, shall be available at all times when work is in progress. No material collection will be conducted without a PIC present to supervise the work.

E. Disturbed areas shall be kept to a minimum consistent with the purpose of the study or the approved NPS plan.

F. Excavation sites and/or areas of significant cultural materials may be temporarily fenced for protection and research but will not encompass more than 1.0 acre, at any given time, and will not interfere with Grantor's or assigns existing uses of the land.

23. Public Access Not Granted. No right of access by the general public over or across any portion of the Property is implied or conveyed by this easement or any other rights of usage not specifically authorized herein or by subsequent written agreement. Grantors specifically reserves the right to exclude the public from trespassing, utilizing or accessing the Property through the use of appropriate no- trespassing signs and appropriate boundary fences.

24. Administrative Access. Grantors acknowledge and hereby further agree that this conveyance of a perpetual easement to the United States of America and its assigns shall include the right of the Secretary, employees, or contractors in the performance of official duties, but with prior written notification to the owner or owner's designated representative (which written notice requirement may be waived on an emergency basis by the Grantors (e.g., fire, safety and health hazards, etc.), to enter the Property (but not the interior of shelter located on the Property) for the purposes of inspecting, accomplishing, and/or enforcing the rights and restrictions herein agreed to and granted. Grantors' waiver of the written notice

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requirement for any one occasion shall not be deemed to be a permanent waiver of such requirement by Grantors and shall apply only to the specific occasion as stated above.

25. Approval of Plans. Whenever these restrictions require that action plans or requests for land uses be approved by the Secretary, requests shall be in writing. Approval shall not be withheld or delayed unreasonably, and shall be deemed given, or the requirement for advance approval satisfied, if the Grantors has not received a reasonable written objection from the Secretary within 60 days of submission of the request for approval to the Secretary by the Grantors, unless the Secretary has determined that it needs additional time in which to review a proposed plan or proposed use, in which case the Secretary may, prior to the end of such 60-day period, so notify the Grantors in writing, and may then take an additional 30 days (for a total of 90 days) in which to respond to Grantors' request for approval.

26. Notice. Unless otherwise notified in writing by the other party, any notification, demand, request, consent, approval, or communication that a party is required or desires to give to the other under the provisions of this easement shall be in writing and either served personally or delivered by first class mail service, postage prepaid or reputable overnight carrier, to the following respective addresses:

If to Grantors:

McGowan Family Properties, LLC
PO Box 127
Chinook, WA 98614

If to the Secretary, in care of the Superintendent of Lewis and Clark National Historical Park, at the following address:

Route 3, Box 604-FC
Astoria, OR 97103-9803
Telephone No. (503) 861-4401

By a written notice to the other party which is given in the aforesaid manner, any party may from time to time designate a replacement for any address which is specified above for the party giving the notice, and the replacement address shall then be substituted for the one previously in effect, provided that in no case shall any such replacement increase the total number of addresses for notices to such party. Absent of any successors to the Superintendent of Lewis and Clark National Historical Park for the administration of this easement, Grantors' notification shall be sent to the Regional Director for the Pacific West Region, or such other delegated official of the National Park Service, as the Secretary may have notified Grantors in writing to use.

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27. Costs of Ownership. Grantors will be responsible for all costs arising out of the private ownership or uses of the Property, including any taxes or assessments that may be levied against the Property or the users of the Property. The Secretary shall not be obligated in any manner to assume or pay any costs imposed on Grantors by this Paragraph 27.

28. Grantors' Rights. Nothing herein is intended to limit or interfere with Grantors' right to seek enforcement for Property damages or personal injuries which may arise by the administration of this easement or the exercise of reserved rights by the Secretary, in accordance with the provisions of the Federal Tort Claims Act.

29. Violations and Remedies. In the event of any violation of this easement, or other noncompliance with this easement ("Violation"), the Secretary shall give the Grantors written notice of the Violation. If the Grantors does not dispute that such Violation has occurred, then the Grantors, at Grantors' sole expense, shall take such steps as may be directed by the Secretary to correct such violation.

If the Grantors fails to remedy any such Violation or noncompliance within 60 days of receipt of an official written notice to do so, or fails to begin curing such Violation, or fails to continue diligently to cure such Violation until cured when the circumstances are such that the Violation cannot reasonably be cured within the sixty (60) day period then the Secretary may correct, or cause to be corrected, a Violation, provided that the United States can do so without breach of the peace and provided that the Grantors consents to the United States' doing so. The Secretary thereafter may seek reimbursement from the Grantors for the United States' reasonable expenses incurred in correcting such Violation (subject to the restriction on recovery of attorneys' fees which is set out below).

Prior to commencing a suit to enforce any of the terms and conditions of this easement, where there is disagreement between Grantors and the United States as to whether a Violation has occurred, Grantors and the Secretary shall first meet in good faith to discuss such disagreement and determine if there is a mutually acceptable resolution of the disagreement. If both Grantors and the United States agree to do so at such time, the disagreement may be submitted by the parties to arbitration or mediation on such terms and conditions as are agreeable to the parties. Each party shall also have available all legal and equitable remedies including, without limitation, damages to enforce the other party's obligations hereunder.

If the Grantors disputes that a Violation has occurred after receiving a written notice as provided herein and the remedies referenced herein have failed, then the United States may institute a suit to enjoin such Violation by temporary or permanent injunction, and seek to require restoration of the Property to its condition prior to such Violation. The United States shall also have available all legal and equitable remedies to enforce the Grantors' obligations under this easement. If the Grantors is found liable for the Violation, the United States shall be entitled to recover damages for the Violation, including, without limitation, damages for

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the loss of scenic, and natural resource values protected by this easement (subject to the restriction on recovery of attorneys' fees which is set out below).

If, the Secretary determines, in its reasonable discretion, that circumstances require immediate action to prevent or mitigate significant damage to the scenic, historic, and rural values protected by this easement, the United States may pursue its judicial remedies provided herein without waiting for the period provided for cure to expire, but with reasonable prior notice to Grantors, depending on the circumstances, all without prejudice to any claims which Grantors may have or make with respect to the actions of the Secretary. Examples of circumstances that might constitute an emergency under this Paragraph 29 include Grantors' attempt to cut down trees in violation of the terms of this easement, or to commence building structures in Zone C that are not permitted by the terms of this easement.

In the event either party seeks to enforce the terms of this easement, the parties shall bear their own costs, including, but not limited to, attorneys' and consultants' fees.

30. Violations Due to Causes Beyond Grantors' Control. Paragraph 29 above notwithstanding, nothing contained in this easement shall be construed to entitle the Secretary to bring any action against Grantors to abate, correct, or restore any condition on the Property or to recover damages for any injury to or change in the Property resulting from causes beyond Grantors' reasonable control, such as fire caused by lightning, flood, storm, natural earth movement and acts of God; unauthorized acts of a third party or from any prudent action taken by Grantors under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes. The parties acknowledge that Grantors does not have, and does not anticipate having, staff regularly patrolling the Property. In the event the terms of this easement are violated by acts of trespassers or from unauthorized wrongful acts of third persons, Grantors agrees, at the Secretary's option and cost, to join in any suit, to assign its right of action to the Secretary, or to appoint the United States as its attorney-in-fact, for the purpose of pursuing enforcement action against the responsible parties, all as may be reasonable under the circumstances.

31. Severability. If the application or enforcement of these conditions and restrictions to any person or circumstances is subsequently found to be invalid, the remainder of the provisions of this easement shall not be affected.

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32. Subdivision. The Property is part of a larger property owned by Grantors, as described in Exhibit A attached hereto ("Overall Property") and composed of the zones shown on Exhibit C attached hereto. The Overall Property does not, however, include Zones A and B as shown on Exhibit C. Zones A and B are not restricted by this scenic easement and are to be conveyed in fee to the Vendee.

Zones D-1 and D-2 of the Overall Property are also not restricted by this scenic easement, except to the extent specifically provided for in this Paragraph 32, and any owner of Zones D-1 and D-2 of the Overall Property has retained all rights to use such zones in accordance with applicable law except to the extent specifically provided for in this Paragraph 32.

Zone C of the Overall Property is restricted by this scenic easement. Zone C is approximately 221.61 acres and shall not be subdivided into any smaller ownership. Provided, however, that those portions of Zone C described in that certain Record of Survey recorded on October 17, 2016 in Book 28, Pages 18 and 19 and recorded under Auditor's File No. 3168553 ("Record of Survey"), composed of that portion of Tract 1, that portion of Tract 2, and the remainder of Zone C as shown on the Record of Survey, may be assembled, respectively, to that remaining portion of Tract 1 as shown on the Record of Survey, that remaining portion of Tract 2 as shown on the Record of Survey, and a single additional parcel in Zone D-1 to create no more than three separate legal parcels containing a portion of Zone C, each of which parcel may be conveyed to third parties as long as the conveyance deed for each parcel identifies the portion of Zone C contained in the legal parcel being conveyed as being subject to the terms and conditions of this easement. These three separate legal parcels are in addition to Tract 3 in the Record of Survey, which separate legal parcel was transferred to William M. Garvin, as his separate estate and recorded on September 18, 2019 under Auditor's File No. 3188833, a portion of which parcel is subject to that certain scenic easement in favor of the United States of America and its assigns recorded on _____ under Auditor's File No. _____.

Provided further that Zone C and Zone D-1, collectively, shall not result in more than four separate legal parcels. The conveyance deed to any subdivided parcel containing no portion of Zone C shall identify that as a condition of the scenic easement the parcel cannot be further subdivided but is not otherwise restricted by the easement.

Provided further that Zone D-2 may remain as part of the Grantors' Overall Property or may be assembled to an adjoining parcel through a boundary line modification. Zone D-2 shall be released from the requirements of this Paragraph 32 upon conveyance of Zone D-2 to a third party.

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Notwithstanding the above, Grantors may convey any portion of the Overall Property in fee to the Vendee. Such portion of the Overall Property shall be released from the terms and conditions of this easement upon conveyance of such portion to the Vendee.

33. Other Easements. This scenic easement is made subject to all easements, rights-of-way, restrictions, covenants and rights of record as of the date of recording of this easement.

34. Headings and Captions. The headings and captions of the paragraphs in this instrument are for convenience and reference only and in no way define, describe or limit the scope or intent of this instrument or any of the provisions hereof.

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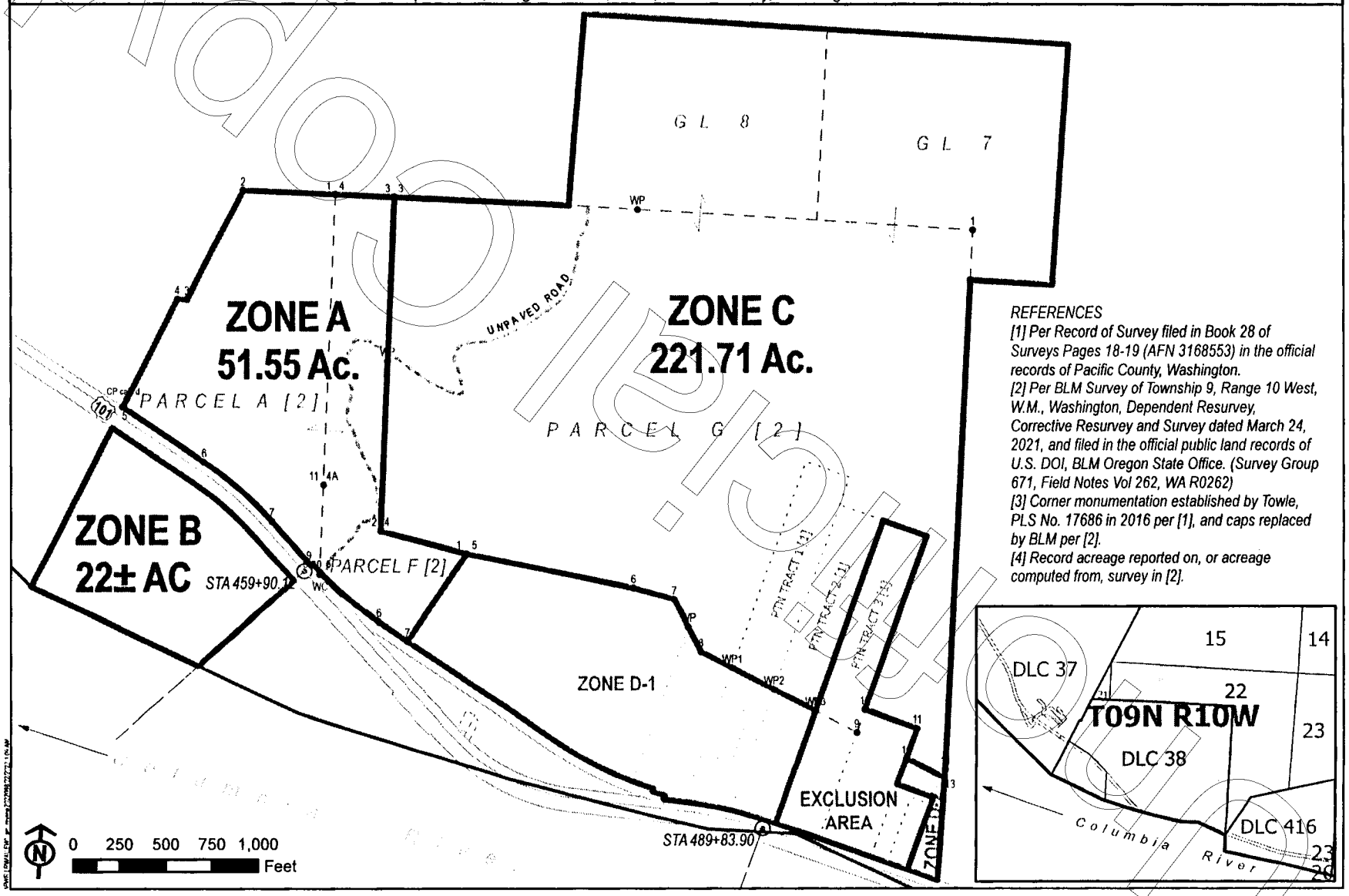
EXHIBIT E

LEWIS AND CLARK NATIONAL HISTORICAL PARK
McGowan Family Properties
Portion of DLC No. 38 in Sections 21 and 22, Township 9 North, Range 10 West, W.M., Pacific County, Washington

National Park Service
U.S. Department of the Interior



REFERENCES
[1] Per Record of Survey filed in Book 28 of Surveys Pages 18-19 (AFN 3168553) in the official records of Pacific County, Washington.
[2] Per BLM Survey of Township 9, Range 10 West, W.M., Washington, Dependent Resurvey, Corrective Resurvey and Survey dated March 24, 2021, and filed in the official public land records of U.S. DOI, BLM Oregon State Office. (Survey Group 671, Field Notes Vol 262, WA R0262)
[3] Corner monumentation established by Towle, PLS No. 17686 in 2016 per [1], and caps replaced by BLM per [2].
[4] Record acreage reported on, or acreage computed from, survey in [2].

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ii) The period from the date the County sends notification to the applicant of the need for additional information until the date the County determines whether the additional information satisfies the request for information or fourteen (14) calendar days after the date the information submitted by an applicant under this subsection is insufficient, the county shall notify the applicant of the deficiencies, and the procedures under this subsection shall apply as if a new request for additional required information had been made.

iii) Any period of time during which an environmental impact statement is being prepared, which shall not exceed one year from the issuance of the Determination of Significance, unless the County and applicant have otherwise agreed in writing to a longer period of time. If no mutual written agreement is completed, then the application shall become null and void after the one-year period, unless the review authority determines that delay in completion is due to factors beyond the control of the applicant.

iv) Any period of time during which an administrative appeal is pending.

7) Appeals

A final decision may be appealed only in accordance to RCW 36.70C.

Section 7 Type IV – Legislative Decisions

1) Procedure

a) Type IV procedures may require one or more hearings before the Planning Commission and does require one (1) or more hearings before the Board of County Commissioners.

b) Zoning applications requiring amendment or a change in language to any County regulation or ordinance may be submitted throughout the year but must be submitted on or by the last business day in March for consideration that calendar year. Applications submitted on or after the first business day in April will be filed and reviewed on the next review date.

Applications will be presented to the Planning Commission for first review at the next regularly scheduled meeting. Public hearings for the applications that will be considered for decision will be held in October or November of that calendar year.

2) Public Notice

a) At least fifteen (15) calendar days before the date of the first Planning Commission hearing for an application subject to Type IV review, the Director shall:

i) Prepare a notice of application that includes the following information:

(1) The case file number(s);

(2) A description of the area that will be affected by the application, if approved, which is reasonably sufficient to inform the reader of its location;

(3) A summary of the proposed application(s);

(4) The place, days, and times where information about the application may be examined and the name and telephone number of the County representative to contact about the application;

(5) A statement inviting interested parties to submit written comments or to testify orally at the hearing;

(6) The designation of the review authority and the date, time, and place of the hearing; and

(7) A statement that a staff report and, when required, a consolidated SEPA review document will be available for inspection at no cost before the hearing and will be provided at reasonable cost.

ii) Mail a copy of a notice prepared under subsection 2 of this section to:

(1) Publish in a newspaper of general circulation a summary of the notice, including the date, time and place of the hearing, and a summary of the proposal; and

(2) Provide other notice deemed appropriate and necessary by the Director based on the subject of the Type IV process, such as posting on the County website.

3) Staff Report

The Director shall issue and make available to the parties of record and review authority a written staff report and consolidated SEPA evaluation at least fourteen (14) days prior to the date of the first hearing. The Director shall mail or provide a copy of the staff report and consolidated SEPA evaluation at reasonable charge to other parties who request it.

4) Public Hearing

a) Any public hearing shall be conducted in accordance with the rules of procedure adopted by the review authority, except to the extent waived by the review authority. A reasonable effort shall be made to record the audio of the hearing.

b) At the conclusion of the Planning Commission hearing, the Planning Commission shall announce one of the following actions:

i) That the hearing is continued. If the hearing is continued to a place, date, and time certain, then additional notice of the continued hearing is not required to be mailed, published or posted. If the hearing is not continued to a place, date, and time certain, then notice of the continued hearing shall be given as though it were the initial hearing before the Planning Commission; or

ii) That the Planning Commission recommends against or in favor of approval of the application(s) with or without certain changes, or that the Planning Commission will recommend neither against nor for approval of the application(s). The Planning Commission shall justify its decision with findings of fact and conclusions of law that support the recommendation. Such findings and conclusions do not need to be adopted at the same time that the recommendation is made.

iii) That the application(s) is/are taken under advisement, and that a final order will be issued with findings of fact and conclusions of law that support the decision;

c) Upon receipt of the recommendation of the Planning Commission, the Board of County Commissioners shall at its next public meeting set a date for a public hearing to consider the recommendation. At least fifteen (15) calendar days before the date of the first Board of County Commissioners hearing for an application subject to Type IV review, the Clerk of the Board of County Commissioners shall:

i) Prepare a notice that includes the information listed in subsection 2 of this section except the notice shall be modified as needed:

(1) To reflect any changes made in the application(s) during the Planning Commission review;

(2) To reflect that the Board of County Commissioners will conduct the hearing and the place, date and time of the Board of County Commissioners hearing; and

(3) To state that the Planning Commission recommendation, staff report, and SEPA evaluation are available for inspection at no cost and will be provided at reasonable cost.

ii) Mail a copy of that notice to the parties identified in subsection 2 of this section and to parties who request it in writing;

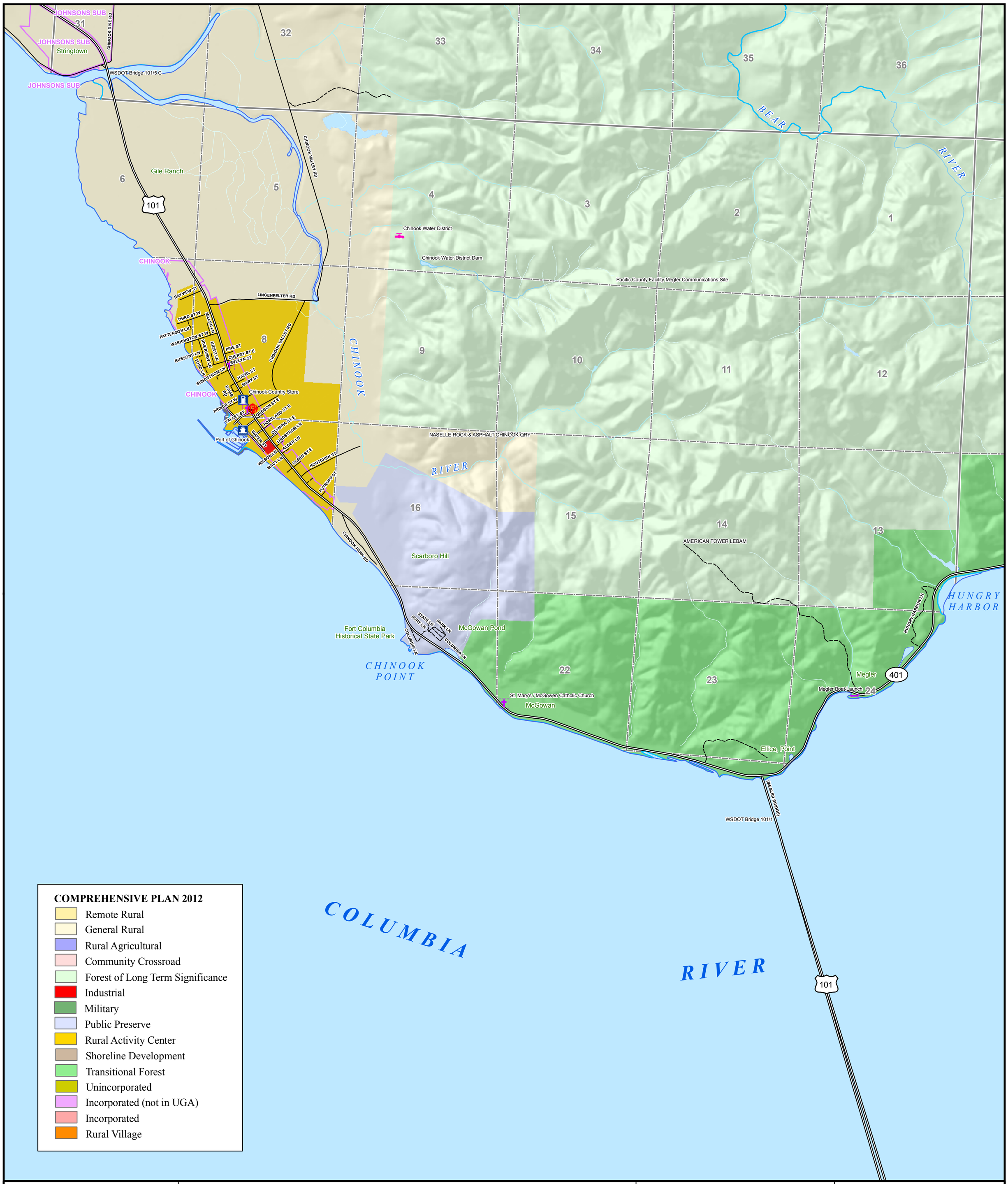
iii) Publish in a newspaper of general circulation a summary of the notice, including the date, time, and place of the hearing, and the actual text or summary of the proposal; and

iv) Provide other notice deemed appropriate and necessary by the Director based on the subject of the Type IV application.

d) If the Planning Commission has conducted a hearing, the Board of County Commissioners shall conduct a closed record hearing. The hearing shall be based exclusively on the record established at the Planning Commission hearing. If the Planning Commission has not conducted a hearing, the Board of County Commissioners shall conduct an open record hearing. At the conclusion of the initial hearing by the Board of County Commissioners, the Board may continue the hearing or may adopt, modify, or give no further consideration to the application or recommendations. If the hearing is continued to a place, date and time certain, then additional notice of the continued hearing is not required. If the hearing is not continued to a place, date, and time certain, then notice of the continued hearing shall be given as though it were the initial hearing before the Board of County Commissioners. The Board of County Commissioners shall adopt findings of fact and conclusions of law to support final decision. Such findings and conclusions do not need to be adopted at the same time that the decision is rendered.

5) Appeals

The action of the board shall be final and conclusive unless an appeal is filed in accordance with RCW 36.70C.



COMPREHENSIVE PLAN 2012

- Remote Rural
- General Rural
- Rural Agricultural
- Community Crossroad
- Forest of Long Term Significance
- Industrial
- Military
- Public Preserve
- Rural Activity Center
- Shoreline Development
- Transitional Forest
- Unincorporated
- Incorporated (not in UGA)
- Incorporated
- Rural Village

N W E S

0 2,000 4,000 Feet

SCALE: 1:24,000

Legend

- Airport Class C
- Assisted Living Center
- Boat Launch
- Camp
- Chamber of Commerce
- Church
- Clinic
- Port
- Emergency Management
- Fairgrounds
- Fire Department
- Gasoline Station
- Grange Hall
- Hatchery
- Hospital
- School
- Library
- PC Courthouse
- PC DCD
- PC Sheriff
- PC Shop
- PUD
- Park
- Transfer Station
- State Patrol
- Telephone Company
- Transit System
- Wastewater Plant
- Water Treatment Plant
- City Limits
- Township Line
- Section Line

Roads

- Lanes
- Highways
- County Roads
- Minor Collectors
- Local Access Roads
- City Streets
- Plat Boundaries

Hydrology

- Type One
- Type Two
- Type Three
- Type Four

Pacific County

Department of Public Works
Geographic Information System

300 Memorial Drive
P.O. Box 66
South Bend, WA 98586
Phone: (360) 875-9368

This map is intended for reference purposes only. Any other use other than that intended shall be at the sole responsibility of the user.

Comprehensive Plan Map

T. 09 N., R. 10 W.