

Return Address:

Conservation Lands Acquisition
Asset Management & Recreation Division
Wash. State DNR
1111 Washington St SE
PO Box 47014
OLYMPIA, WA 98504-7014

Document Title(s) or transactions contained herein:

Conservation easement

GRANTOR(S) (Last name, first name, middle initial)

Columbia Land Trust

☐ Additional names on page ____ of document.

GRANTEE(S) (Last name, first name, middle initial)

State of Washington Department of
Natural Resources

☐ Additional names on page ____ of document.

LEGAL DESCRIPTION (Abbreviated: i.e., Lot, Block, Plat or Section, Township, Range, Quarter/Quarter)

SE 1/4 of Section 24 - T3N - R9E W.M.

☒ Complete legal on page 18^{or} A1 of document.

REFERENCE NUMBER(S) of Documents assigned or released:

☐ Additional numbers on page ____ of document.

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

030924000070000 And 030092400070006

☐ Property Tax Parcel ID is not yet assigned

☐ Additional parcel numbers on page ____ of document.

JM 6-30-10

The Auditor/Recorder will rely on the information provided on the form. The Staff will not read the document to verify the accuracy or completeness of the indexing information.

I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

Company Name:

Signature/Title:

Columbia Land Trust

After Recording Return To:
Washington State Department of Natural Resources
Conservation Lands Acquisition
Asset Management and Recreation Division
1111 Washington Street SE
P. O. Box 47014
Olympia, WA 98504-7014

CONSERVATION EASEMENT

Little White Salmon Phase 2-Highland Forest Property

Grantor: Columbia Land Trust
Grantee: Washington State Department of Natural Resources
Legal: SE1/4 of Section 24-T3N-R9E W.M., All Located Within Skamania
County, Washington.

Tax Parcel Nos: 03092400070000 and 03092400070006

This Conservation Easement ("Easement") is made as of the 23rd day of June, 2010, by and between Columbia Land Trust (CLT) and the State of Washington, acting by and through the Department of Natural Resources ("State") (collectively "Parties").

NOTICE OF GRANT

Grantor is the owner of certain real property located in Skamania County, Washington, which is legally described in Exhibit A ("Property"). Grantor submitted a grant proposal through State, and State is the recipient of a grant award of financial assistance from the U.S. Fish and Wildlife Service ("USFWS"), funded under the 2007 Cooperative Endangered Species Conservation Fund's Habitat Conservation Plan Land Acquisition grant for the Little White Salmon Corridor Phase II project, pursuant to Application for Federal Assistance E-31-HL-2 and Section 6 of the Endangered Species Act of 1973, as amended, 16 U.S.C. §§ 1531 et seq., between State and USFWS, collectively and severally, the "Grant" (Exhibit B), for the acquisition of this Property.

Grantor and State have executed a Cooperative Agreement No. CA-10-352, dated June, 23rd, 2010 addressing additional terms to be performed by Grantor and State relating to administration of the Grant.

This Easement is granted to implement the purpose and objectives of the Grant, the terms of which are made a part hereof.

The specific conservation values of the Property are documented in the Grant and will be in an inventory of relevant features of the Property ("Baseline Documentation"), placed on file at the Department of Natural Resources no later than June 30, 2010, which includes reports, maps, photographs, and other documentation that the Parties agree provide, collectively, an accurate representation of the Property as of the date of the Baseline Documentation and which is intended to serve as an objective, though non-exclusive, information baseline for monitoring compliance with the terms of the Easement (collectively "Conservation Values").

GRANT OF EASEMENT

NOW, THEREFORE, in consideration of the subaward by State of the USFWS Grant to Grantor, receipt of which is hereby acknowledged, the Grantor does hereby convey and warrant, pursuant to RCW 64.04.130, to State, subject to encumbrances, conditions, restrictions, and limitations of record, a conservation easement on the Property in perpetuity according to the terms set forth herein.

1. **Purpose.** This Easement is intended to achieve the purpose and objectives of the Grant and protect northern spotted owl habitat and of federal and state listed, proposed, and candidate species covered under the State's Habitat Conservation Plan ("HCP") and the Endangered Species Act (16 U.S.C. §§ 1531 et seq.), and other species identified in the Grant.

Grantor shall not use the Property in any manner inconsistent with all management prescriptions provided in the Grant and the below described Management Plan as to the species identified therein. (Collectively, "Purpose of Easement").

2. Use and Management Plan. Grantor shall develop and submit a written Management Plan ("Plan") for the management of the Property in perpetuity to protect and enhance its significant natural features, in accordance with the intended conservation purposes of the Grant. The Plan will address management goals, methods and strategies and address key management issues relating to habitat for threatened, endangered, and other listed species. The purpose of the Plan is to confirm that the uses and activities on the Property are consistent with the terms of this Easement. Grantor agrees to manage the Property in accordance with the Plan. The final Plan must be completed and approved by DNR and USFWS no later than December 31, 2010. The Plan will be reviewed and updated on a regular basis, at least once every 10 years to keep the Plan current. Any changes to the Plan will be made by written amendment and approved by State, which approval shall not be unreasonably withheld.

Grantor agrees to hold and use the Property for habitat and conservation purposes as specified in the Grant. Grantor reserves the right to use the Property for any uses or activities that are not inconsistent with the restrictions set forth herein, the Grant, or the Plan.

a. Permitted Activities. The Parties agree that activities deemed consistent with the purpose of the Grant and this Easement will include but not be limited to the following:

(1) Activities related to the conservation of habitat for the threatened, endangered and other listed species identified in the Grant including, but not limited to: maintenance, repair, replacement, relocation and removal of existing roads, power lines, culverts, barriers to fish passage or other improvements; construction, maintenance and repair of new roads; research; removal of non-native or invasive species; construction, maintenance and replacement of fences and gates to protect the natural features of the Property from damage; habitat restoration; and ecosystem health, such as risk reduction through under-burning, thinning, or harvest to stop the spread of disease or insect infestation.

(2) Installation, maintenance, replacement and removal of signs on the Property to limit or direct use or access, for interpretive information, as an entrance sign, and to acknowledge the participation of the Grantor and of any of the Grantor's funding sources in the acquisition and maintenance of the Property.

(3) The undertaking of other activities that are required by and subject to compulsion of any governmental agency with authority to require such activity; provided, that any such activity be conducted so that interference with the Purpose of the Easement is avoided, or, if avoidance is not possible, minimized to the extent possible.

(4) Cutting trees, construction or other disturbance of resources, including the removal of invasive species, to the extent reasonably prudent to remove, mitigate or warn against an unreasonable risk of harm to persons, property or health of native species on or about the Property. Grantor must take such steps as are reasonable under the circumstances to consult with State prior to taking actions that, but for this provision, would not be permitted or would be permitted only with approval from State.

(5) Scientific research activities consistent with and in furtherance of the Conservation Values and Purpose of Easement.

(6) Selective and/or single tree harvest of timber where special management objectives consistent with the purpose of the Grant make these harvest methods appropriate in order to develop and maintain a multi-aged, multi-storied stand or to create diversity.

(7) Ecosystem regeneration and/or regeneration after natural disturbances or selective timber harvest activities pursuant to subsection (6) above.

(8) Vehicular use (including motorized vehicular use) in connection with any permitted activity or otherwise in the case of an emergency.

(9) Any other activities agreed upon in the Plan and consistent with the Grant.

b. **Prohibited Uses and Activities.** The Parties further agree that the following activities are deemed inconsistent with the purpose of the Grant and this Easement, unless such activities are implemented in conjunction with a condemnation action, and/or are done pursuant to rights in existence prior to the date of Easement. Prohibited activities include, but are not limited to:

(1) Industrial, residential and commercial land uses and related activities on the Property.

(2) The Property shall not be further subdivided into smaller lots than exist as of the date of Easement. Subdivision is defined as any transfer of an existing lot into separate ownership; any changes in the boundary of the Property or any lot within the Property; and any creation of a unit, lot, tract or parcel of real property for separate use or ownership by any means including by lease or by implementing the condominium form of ownership. Notwithstanding the above, a lot line change is a permitted subdivision when it results in (a) no additional lot; and (b) no material decrease in the acreage of the Property; or, (c) subject to review and approval by State, any change in the boundary or any lot not creating an additional lot.

(3) Road or pipeline construction or granting of easements for road rights-of-way, trails, power lines, pipelines, or electronic sites, not permitted above, unless such activities are implemented in conjunction with a condemnation action. Notwithstanding the above, use of existing roads or easements that provide neighboring landowners temporary access to their properties for timber harvest are permitted so long as it is consistent with the conservation purposes of the Grant.

(4) Removal of Trees and other Vegetation. There shall be no cutting, pruning, or removal of trees and other vegetation, including downed timber, except as specified in an approved management plan or with the express advance written approval of State, or as deemed necessary by State to preserve, protect or enhance the Conservation Values of the Property.

(5) Livestock grazing.

(6) Waste Disposal. The disposal or storage of rubbish, garbage, debris, vehicles, abandoned equipment, parts thereof, or other unsightly, offensive, or hazardous waste or material on the Property. Provided, however, that rubbish, garbage, and debris can be stored in proper containers for subsequent disposal and the piling of brush and other vegetation to the extent reasonably necessary to accommodate a permitted activity.

(7) Herbicides, Pesticides or Insecticides. The use of any herbicides, pesticides or insecticides, except as deemed necessary in the Plan to preserve, protect or, enhance and/or restore the Conservation Values and habitat characteristics of the Property or as may be mandated by local, county, state or federal government.

(8) Non-native Species. The planting or intentional introduction of non-native species or other species identified as prohibited in the Plan.

(9) **Alteration of Land.** The alteration of the surface of the land, including without limitation, the excavation, fill or removal of soil, sand, gravel, rock, peat, or sod or any changes in topography is prohibited, except as permitted in the Plan.

(10) **Structures and Improvements.** Except as permitted in the Plan, the construction of any building, structure, or other improvements of any kind, temporary or permanent, on the Property, including but not limited to houses, windmills, wind turbines, solar panels, cell towers, sheds, storage tanks, mobile homes, wells, roads, trails, parking areas, dams and impoundments.

(11) **Mining.** The exploration for, or development and extraction of, minerals, hydrocarbons, sand, gravel, or rock on or below the surface of the Property is prohibited.

(12) **Agriculture.** The planting, propagation, and growing of any plants or trees for commercial or non-commercial agricultural, nursery, or gardening purposes is prohibited.

(13) **Vehicles and Conveyances.** The operation of wheeled or motorized vehicles, including without limitation, bicycles, automobiles, trucks, motorcycles, all terrain vehicles, snowmobiles, or any other type of vehicle or conveyance shall be prohibited, except as may be required by State to protect the Conservation Values of the Property and as otherwise permitted in subsection 2(a)(8) above.

3. **Notice and Approval.**

a. **Notice.** With the exception of those uses and activities identified as permitted in subsection 2a above, Grantor shall give State sixty (60) days' prior written notice of other uses or activities consistent with section 19 below ("Notice"). The Notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity or use in sufficient detail to permit State to make an informed judgment as to its consistency with the Purpose of this Easement. State shall not give its written consent and approval unless Grantor demonstrates that the proposed use or activity is consistent with the terms, conditions, and purposes of this Easement and will not diminish or impair the Conservation Values of the Property. Such activities or uses approved by State under this subsection shall be deemed amendments to the Plan.

b. **Approval.** Where State's approval is required, State shall grant, with conditions, or withhold its approval in writing within sixty (60) days' of receipt of Grantor's written request for approval. Failure to approve Grantor's request within sixty (60) days shall be

deemed a denial of such request. No proposed use or activity may proceed without State's written consent and approval as provided herein. Provided however, if Grantor must undertake emergency action to protect health or safety on the Property or must act by and subject to compulsion of any governmental agency, Grantor may proceed with such action without State's approval, but Grantor shall provide notice to State of the action as soon as practicable.

4. **Entry and Inspection.** State may enter upon the Property to inspect for compliance with and otherwise enforce the terms of this Easement. State is not required to have Grantor's permission to enter the Property for inspection, enforcement, monitoring, research, or educational purposes; however, State will make reasonable efforts to notify Grantor, prior to entry onto the Property, and will not unreasonably interfere with Grantor's use and enjoyment of the Property except in emergencies or cases of suspected deliberate violations.

5. **Successors in Interest.** The terms and obligations of the Grantor and State under this Easement run with the land and bind the Grantor's and State's respective heirs, successors, agents, and assigns.

6. **Encumbrances.** Other than encumbrances for taxes and assessments lawfully imposed by a governmental entity, Grantor shall not encumber the Property, in whole or in part, without prior approval by the State, which consent shall not be unreasonably withheld, and the USFWS.

7. **Amendment.** If circumstances arise under which an amendment to or modification of this Easement is warranted, and State, in its sole discretion, determines that the amendment is consistent with and in furtherance of the Purpose of Easement and Conservation Values, Grantor and State may jointly amend this Easement. Any such amendment shall be in writing as mutually agreed to by both State and Grantor. Amendments shall become effective upon recording in the official records of Skamania County and any other jurisdiction in which such recording is required. Nothing in this section shall require Grantor or State to agree to any amendment or to consult or negotiate regarding any amendment.

8. **Transfer of Ownership.** Grantor may convey the Grantor's interest in the Property to a qualifying entity under the Cooperative Endangered Species Conservation Fund restrictions, subject to the provisions herein, and provided the State has approved the transfer, which approval shall not be unreasonably withheld, after sixty (60) days' prior written notice to State of such intent to transfer the Property. Approval shall be based, in part, on the financial resources, history, qualifications, organizational mission, and ability of the prospective transferee to manage the Property consistent with the terms of this Easement. Such notice to State shall

include the name, address, and telephone number of the prospective transferee or its representative. Any transfer of ownership that occurs without the express approval of State shall be null and void.

a. Grantor agrees to incorporate the terms of this Easement in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Property, including, without limitation, a leasehold interest. The failure of Grantor to perform any act required by this section shall not impair the validity of this Easement or limit its enforceability in any way.

b. In the event Grantor intends to transfer the Property to a non-qualifying entity under the Cooperative Endangered Species Conservation Fund restrictions, 43 CFR 12.932 shall be followed in consultation with the USFWS, which is incorporated herein.

(1) **Authorized Conveyance:** When the Property is no longer needed for the purposes authorized by this Grant as determined jointly by State and Grantor, Grantor must request and comply with disposition instructions from State. Disposition instructions will be provided, within State discretion, in accordance with 43 CFR § 12.71 or 43 CFR § 12.932 as applicable.

(2) **Unauthorized Conveyance/Use:** If Grantor, in violation of the terms and conditions of the Grant, sells, transfers, encumbers, hypothecates, or otherwise disposes of any of the Property and the USFWS requires that State reimburse the USFWS a portion or all of the Grant proceeds, the Grantor shall reimburse State that same amount and other damages State incurs in connection with such violation. State reserves its right to pursue any other remedies legally available to include specific performance.

9. **Transfer by State.** The State may assign its rights and obligations under this easement to a qualifying entity under the Cooperative Endangered Species Conservation Fund restrictions and RCW 64.04.130, after sixty (60) days' written notice to Grantor.

10. **Identification of Property Acquired.** The Property should be identified with appropriate signs identifying the federal aid program as sub-awarded by the State under which the Property was acquired. The appropriate USFWS logo may be used for this purpose. If the areas are open to the public, Grantor must make provisions to inform the public of the location, boundaries, and any restrictions on use.

11. **Monitoring Fee.** State has insufficient funding to monitor this Easement at present. Grantor acknowledges that such funding is necessary for State to participate in this program. Grantor agrees to provide State with \$10,000 (TEN THOUSAND AND NO/100 U.S. DOLLARS) payable by the effective date of this Easement to be used for expenses incurred monitoring compliance with this Easement.

12. **Easement Monitoring.** The State shall have the right to delegate monitoring and enforcement authority under this Easement to any duly appointed manager, which may include a federal, state, or local government agency or non-profit agency; provided that the delegation shall be subject to the terms and conditions of the Easement in all respects. This appointment may be changed from time to time. Grantor shall be given thirty (30) days' advance written notice of such appointment.

13. **Extinguishment.** This Easement may be extinguished only by express release by the State, its successors or assigns or formal court order, and pursuant to condemnation. It will not be extinguished by abandonment for non-enforcement. Grantor waives any common law right to extinguish or modify this Easement by adverse possession, prescriptive easement or other activity inconsistent with the Grant.

14. **Compliance with Laws.** Grantor shall comply with all federal, state, or local laws while performing any of the activities on the Properties. In particular, Grantor will comply with all applicable provisions of 43 Code of Federal Regulations (CFR), Part 12, Subpart A – *Administrative and Audit Requirements and Cost Principles for Assistance Programs*, Subpart F – *Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations*, Office of Management and Budget (OMB) Circulars A-110, A-133 and all other laws, rules, regulations and policies applicable to the USFWS Cooperative Endangered Species Conservation Fund.

15. **Dispute Resolution.** As a condition precedent to a party bringing any suit for breach of this Easement, such as provided for State under section 16 of this Easement, that party must first notify the other party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the Parties cannot resolve the dispute through negotiation within thirty (30) days, they may, but are not obligated to, agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to both Parties. The Parties shall each pay fifty percent (50%) of any costs of the services provided by such third party as such costs are incurred. The existence of a dispute shall not excuse the Parties from performance pursuant to this Easement. Notwithstanding the above,

State may seek appropriate remedies under subsection 16d of this Easement without prior notification or dispute resolution procedures.

16. State's Remedies.

a. **Notice of Violation, Corrective Action.** If State believes that Grantor is in violation of the terms of this Easement or that a violation is threatened, State shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property, resulting from any use or activity inconsistent with the Purpose of this Easement, to restore the portion of the Property so injured to its condition existing immediately before such violation, in accordance with a plan approved by State.

b. **Grantor's Failure to Respond.** If Grantor fails to cure the violation within thirty (30) days after receipt of notice thereof from State, or under circumstances where the violation cannot reasonably be cured within a thirty (30) day period, fails to begin curing such violation within the thirty (30) day period, or fails to continue diligently to cure such violation until finally cured, State may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, including trespasses by members of the public, to enjoin the violation, *ex parte* as necessary and as allowed under applicable civil rules, by temporary or permanent injunction, and to require restoration of the Property to the condition that existed immediately before any such injury. Additionally, Grantor may be required to compensate USFWS and or dispose of the Property consistent with applicable federal laws and regulations.

c. **Damages.** State shall recover damages to which it may be entitled for violation of the terms of this Easement or injury to any Conservation Values protected by this Easement, including damages for the loss of said Conservation Values. Without limiting Grantor's liability in any way, State, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action or restoration on the Property.

d. **Emergency Enforcement.** If State, in its sole discretion, believes that circumstances require immediate action to prevent or mitigate significant damage to the conservation values of the Property, State may pursue its remedies under this section without prior notice to Grantor or without waiting for the period provided for cure to expire.

e. **Scope of Relief.** State's rights under this section apply equally in the event of either actual or threatened violations of the terms of this Easement. Grantor agrees that

State's remedies at law for any violation of the terms of this Easement are inadequate and that State shall be entitled to the injunctive relief described in this subsection, both prohibitive and mandatory, in addition to such other relief to which State may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. State's remedies described in this subsection shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

f. **Costs of Enforcement.** Any costs incurred by State in enforcing the terms of this Easement against the Grantor including, without limitation, costs of suit and reasonable attorneys' and consultants' fees, and any costs of restoration necessitated by Grantor's, or Grantor's agents, employees, contractors, invitees or licensees, violation of the terms of this Easement shall be borne by Grantor if State prevails in such enforcement. If Grantor prevails in any action by State to enforce the terms of this Easement, State shall bear its own costs and any costs incurred by Grantor in defending itself against the State including, without limitation, reasonable attorneys' and consultants' fees.

g. **State's Discretion.** Enforcement of the terms of this Easement shall be at the discretion of State, and any forbearance by State to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantor shall not be deemed or construed to be a waiver by State of such term or of any subsequent breach of the same or any other term of this Easement or of any of State's rights under this Easement. No delay or omission by State in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver. Notwithstanding the foregoing, nothing in this Easement shall be interpreted to waive or toll any applicable statutes of limitations.

h. **Waiver of Certain Defenses.** With full knowledge of the provisions of this Easement, Grantor hereby waives any claim or defense it may have against State under or pertaining to this Easement based upon waiver, laches, estoppel or prescription.

i. **Acts Beyond Grantor's Control.** Nothing contained in this Easement shall be construed to entitle State 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 conditions or matters that predate Grantor's acquisition of the Property, State's acquisition of the Easement or resulting causes beyond Grantor's control, including, without limitation, fire, flood, storm, pest infestation, and earth movement, or for acts or omissions of State, the public or trespassers, or from any prudent action taken by Grantor under emergency

conditions to prevent, abate, or mitigate injury to persons or property (including without limitation to the Property) resulting from such causes.

j. **USFWS as Third-Party Beneficiary.** State is the intended beneficiary of this Easement with full power of enforcement. As a funding source to the State for the Grant, USFWS is a third-party beneficiary to the Easement. In that capacity, USFWS may elect to exercise any and all remedies against Grantor subject to prior coordination with State and consistent with the Easement and applicable federal laws and regulations.

17. **Costs, Liabilities, Insurance, Taxes, Environmental Compliance and Indemnification.**

a. **Costs, Legal Requirements, Liabilities and Insurance.** Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including the maintenance of adequate comprehensive general liability insurance coverage. If Grantor is self-insured, evidence of its status as a self-insured entity shall be provided to State. If requested by State, Grantor must describe its financial condition and the self-insured funding mechanism. Grantor shall prevent the perfection of any liens against the Property that are not subordinate to this Easement arising out of any work performed for, materials furnished to, or obligations incurred by Grantor.

b. **Taxes.** Grantors shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively "taxes"), including any taxes imposed upon, or incurred as a result of, this Easement, and shall furnish State with satisfactory evidence of payment upon request. If Grantor fails to pay any taxes when due, State is authorized, but in no event obligated, to make or advance such payment of taxes upon three (3) days' prior written notice to Grantor, in accordance with any bill, statement, or estimate procured from the appropriate authority, without inquiry into the validity of the taxes or accuracy of the bill, statement or estimate, and the obligation created by such payment shall bear interest until paid by Grantor at the maximum rate allowed by law.

c. **Remediation.** If, at any time, there occurs a release in, on, or about the Property of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic or dangerous to the air, water or soil, or in any way harmful or threatening to human health or environment, Grantor agrees to take all legally required steps necessary to assure its containment and remediation,

including any cleanup that may be required, unless the release was caused by State, in which case State shall be responsible for remediation.

d. **Hold Harmless.** Grantor hereby agrees to release and hold harmless, indemnify, and defend State and its employees, agents, and contractors and the personal representatives, heirs, successors, and assigns of each of them (collectively "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorneys' and consultants' fees, arising from or in any way connected with:

(1) Injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property that is not a consequence of any activity of any of the Indemnified Parties undertaken under the rights granted to State under this Easement;

(2) Violations or alleged violations of, or other failure to comply with, any federal, state or local environmental law or regulation relating to pollutants or hazardous, toxic or dangerous substances or materials, including, without limitation, CERCLA (42 U.S.C. § 9601 et seq.) and MTCA (chapter 70.105D RCW), by any person other than any of the Indemnified Parties, in any way affecting, involving, or relating to the Property, unless such violations or alleged violations are due to the acts or omissions of any of the Indemnified Parties on the Property;

(3) The presence or release in, on, from, or about the Property, at any time, of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic or dangerous to the air, water, or soil, or in any way harmful or threatening to human health or the environment, unless caused solely by any of the Indemnified Parties; and,

(4) The obligations and covenants specified in this section.

18. **No Creation of Public Rights.** This Easement does not create any rights in favor of the general public to enforce the terms of this Easement.

19. **Notices.** Unless otherwise specified herein, any notices required or permitted under this Easement may be delivered personally, sent by facsimile machine or U.S. Mail, to the following addresses or to such other place as the parties hereafter direct. Notice will be deemed given upon delivery, confirmation of facsimile, or three days after being mailed, whichever is applicable.

To State:
DEPARTMENT OF NATURAL RESOURCES
Attn: Richard K. Scrivner
1111 Washington Street SE
PO Box 47014
Olympia, WA 98504-7014

To Grantor:
Columbia Land Trust
Attn: Cherie Kearney
1351 Officers' Row
Vancouver, WA 98661

20. General Provisions.

a. Liberal Construction. This Easement shall be liberally construed to carry out the purposes of the Grant, and to protect the conservation purposes for which this Easement was acquired. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the Purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid. The Parties acknowledge that each has had an opportunity to have this Easement reviewed by an attorney and agree that the terms shall not be presumed construed against either Party.

b. Severability. If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

c. Governing Law and Venue. This Easement shall be construed and interpreted in accordance with the laws of the state of Washington and applicable federal law with respect to the Grant. In the event of a lawsuit involving this Easement, venue shall be proper only in Thurston County. The Parties acknowledge the jurisdiction of the courts in the state of Washington.

d. **Entire Agreement.** This instrument sets forth the entire agreement of the Parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Property, all of which are merged into this Easement. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment as provided for in this Easement.

e. **Captions.** The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

f. **Exhibits.** All Exhibits referenced herein are incorporated into this Easement as part of this Easement. The Baseline Documentation (whether or not attached to this Easement) is incorporated into this Easement by this reference.

g. **Counterparts.** This Easement may be executed in counterparts with like effect as if all signatures appeared on a single copy.

21. **Certification of Authority.** The undersigned Grantor representative certifies that the Grantor is a legally constituted nonprofit organization with full authority and legal capability to perform the terms of this Easement and he/she is authorized to sign this Easement on its behalf.

GRANTOR:

COLUMBIA LAND TRUST

Dated: 6/7/10

By: [Signature]

Glenn Lamb
Executive Director

STATE:

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Dated: June 23, 2010

By: [Signature]

Peter Goldmark
Commissioner of Public Lands



Affix the Seal of the
Commissioner of Public Lands

APPROVED AS TO FORM ONLY:

3 day of June 2010
By: [Signature]
Assistant Attorney General

STATE OF WASHINGTON)

)ss.

COUNTY OF CLARK)

On this 7 day of JUNE, 2010, personally appeared before me Glenn Lamb, to me known to be the Executive Director, who executed the within and foregoing instrument on behalf of the Columbia Land Trust, and acknowledged said instrument to be the free and voluntary act and deed of such party for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

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



STUART ROBERT JOHNSON

Notary Public in and for the State of
Washington, residing at VANCOUVER.
My appointment expires 9.19.10.

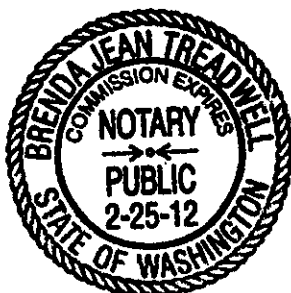
STATE OF WASHINGTON)

)ss.

COUNTY OF THURSTON)

On this 22nd day of June, 2010, personally appeared before me Peter Goldmark, to me known to be the Commissioner of Public Lands, State of Washington, who executed the within and foregoing instrument on behalf of the State of Washington, and acknowledged said instrument to be the free and voluntary act and deed of the State of Washington for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the official seal of the Commissioner of Public Lands for the State of Washington.

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



Brenda Jean Treadwell

Notary Public in and for the State of
Washington, residing at Olympia.
My appointment expires 2-25-2012.

EXHIBIT A
Legal Description of the Property

The Southeast quarter of Section 24, Township 3 North, Range 9 East of the Willamette Meridian, in the County of Skamania, State of Washington.

EXCEPTING THEREFORE THE FOLLOWING:

1. That portion conveyed to Skamania County by instrument recorded July 28, 1936 in Book Y, page 580.
2. That portion conveyed to Skamania County by instrument recorded February 19, 1957 in Book 43, page 188. Also recorded April 6, 1970 in Book 61, page 555. Also recorded February 4, 1970, in Book 61, page 486.
3. The East half of the East half of the Southeast quarter of the Southeast quarter said Section 24.
4. That portion of said Southeast quarter lying south of the centerline of the Cook-Underwood Rd.
5. That portion lying within King Road & Cook Underwood Road.

ALSO KNOWN AS Tax Parcel Nos. 03-09-24-0-0-0-0700-00 and 030-09-24-0-0-0700-06.

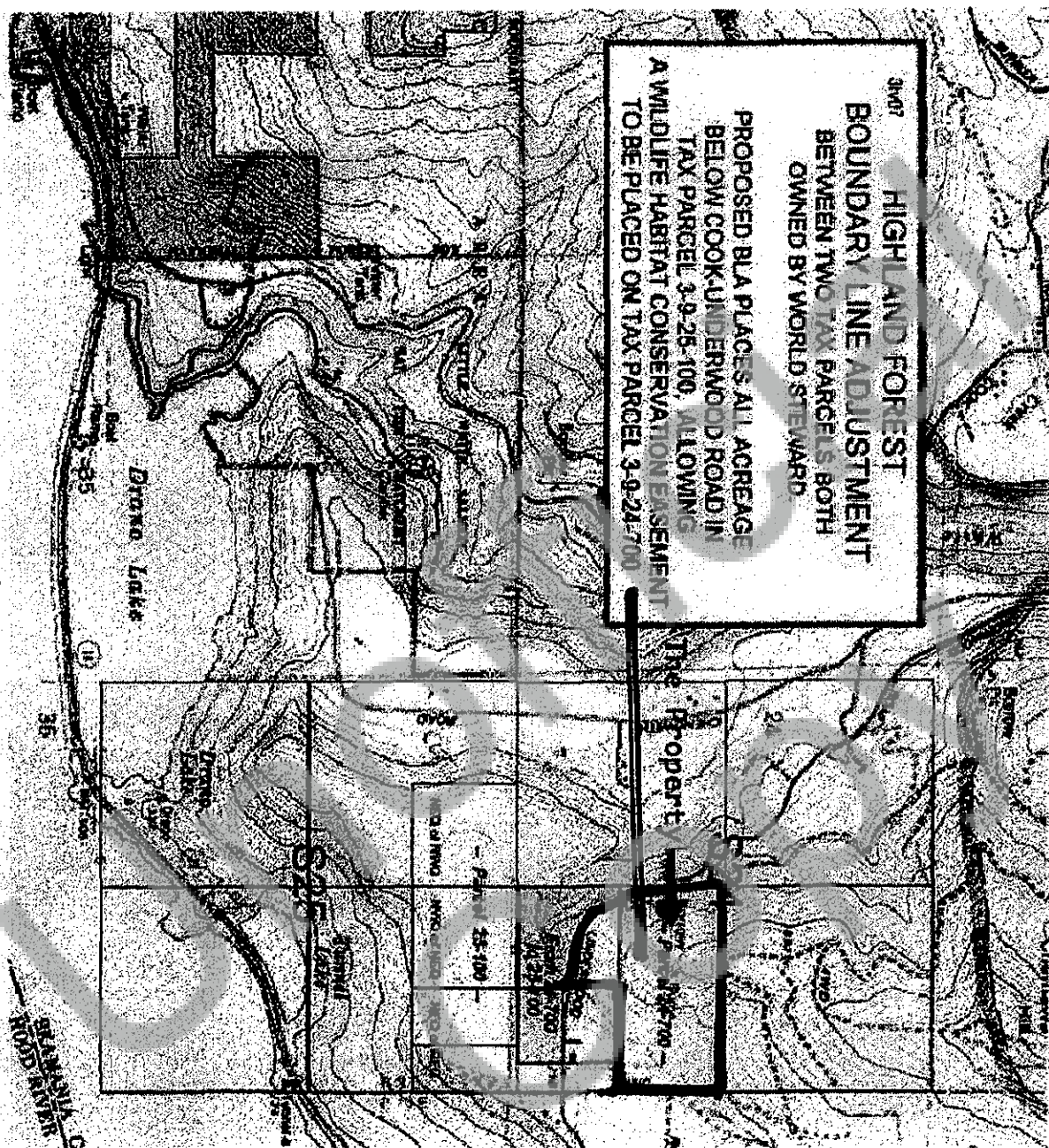


EXHIBIT B



United States Department of the Interior

FISH AND WILDLIFE SERVICE

911 NE 11th Avenue
Portland, Oregon 97232-4181



In Reply Refer To:
MBSP/FA

December 5, 2007

Bonnie Bunning, Executive Director Policy and
Administration
Washington State Department of Natural Resources
P.O. Box 47000
Olympia, Washington 98504

Subject: Notice of Federal Assistance Award for E-31-HL-2

Dear Ms. Bunning:

The enclosed Application for Federal Assistance, E-31-HL-2, HCP Land Acquisition Grant: Little White Salmon Corridor – Phase II, is approved effective September 12, 2007 with a total Federal share in the amount of \$4,913,683.00. The performance period of this award is September 12, 2007 through July 31, 2009.

Terms of Acceptance: Per <http://www.doi.gov/pam/TermsandConditions.html>, acceptance of a Federal Financial award from the Department of the Interior (DOI) carries with it the responsibility to be aware of and comply with the terms and conditions of the award. Acceptance is defined as the start of work, drawing down funds, or accepting the award via electronic means. Awards are based on the application submitted to, and as approved by DOI and are subject to the terms and conditions incorporated either directly or by reference to the following:

- Program legislation/regulation.
- Special terms and conditions.
- Code of Federal Regulations/Regulatory Requirements, as applicable

43 CFR 12(A) Administrative and Audit Requirements and Cost Principles for Assistance Programs

43 CFR 12(E) Buy American Requirements for Assistance Programs

43 CFR 12(C) Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local

43 CFR 12(F) Uniform Administrative Requirements for Grants and Cooperative Agreements with Institutions of Higher Education, Hospitals, other Non-Profit and Commercial Organizations

43 CFR 43 Governmentwide Requirements for a Drug-Free Workplace

43 CFR 42 Governmentwide Debarment and Suspension (Nonprocurement)

43 CFR 18 New Restrictions on Lobbying

Specials Conditions and Provisions:

*Cost accounting is required at the grant level.

*Annual Interim Financial Status Report, SF-269, is required 90 days from each 1 year anniversary of the grant.

*Annual Interim Performance Report is required 90 days from each 1 year anniversary of the grant.

Federal funds may not be used to acquire the subject property until documentation of the match property has been approved by the Service. Documentation shall consist of identification and approval of the property, an appraisal to Yellow Book standards and a review appraisal, and title vesting evidence. Yellow Book Appraisal Standards must be met.

Mineral reservations may be allowed in those cases where the anticipated damage from development and removal would not destroy the value of the surface lands. Specifically, if the mineral rights are reserved, the extraction of the minerals must be consistent with the purpose of the acquired land, and must be extracted in a way that the habitat would not be destroyed; thus ensuring that the quantity and quality of the habitat needed to conserve species will be maintained.

For the acquisition of a Conservation Easement, a baseline inventory shall be completed prior to closing, property management plan(s) shall be prepared, and Conservation Easement Monitoring shall be conducted on an annual basis.

The deed of purchased properties shall be encumbered to ensure that the land will be managed in perpetuity to provide habitat for endangered species consistent with the goals and objectives of this grant. Evidence of such shall be included as part of the annual report. In the event that the terms for perpetual conservation are violated the property will be subject to transfer, replacement, or repayment to the United States pursuant to 43 CFR 12.71.

Prior to accessing funds for the purchase of property, the following conditions must be completed:

1. A state-certified general appraiser must conduct an appraisal that meets Federal land acquisition standards. Specifically the appraisal must comply with the Uniform Appraisal Standards for Federal Land Acquisition (UASFLA) <http://www.usdoj.gov/enrd/land-ack/vb2001.pdf>. This must occur for the property or properties you plan to purchase.
2. Following the appraisal, a review appraisal is required. The review appraisal can be provided to your agency by contract or through agreement with another state agency. A certified or licensed review appraiser must conduct the review appraisal. If you do not have access to a certified or licensed review appraiser the Division of Federal Assistance can coordinate with the Appraisal Services Directorate (ASD) under the Department of Interior, National Business Center to conduct the review appraisal for you. Please be aware, however, that if ASD is asked to perform the review, they must also write a statement of work up front and provide you with a list of assignment-qualified appraisers from which you may choose to perform the assignment. Also be aware that workload issues in the ASD may affect the timeliness of the appraisal coordination and review process.
3. The appraisal and review appraisal documents must be submitted to the Division of Federal Assistance for review and approval before Federal funds can be used to purchase the land.

Once these three conditions have been met, we will notify you that the appraisal has been approved. Once approved you may move forward with formal negotiations for acquiring the property evaluated in the review appraisal, according to the terms of the Grant.

Thank you for your interest and efforts in supporting conservation efforts for fish and wildlife and their habitats. If you have any questions regarding the above steps, please contact me at 503-231-6128 or Heather Hollis at 503-231-2372.

Sincerely,



J. Frederick Caslick, Ph.D.
Chief, Division of Federal Assistance

Enclosure



APPLICATION FOR FEDERAL ASSISTANCE		2. DATE SUBMITTED 07/01/07	APPLICANT IDENTIFIER
1. TYPE OF SUBMISSION:		3. DATE RECEIVED BY STATE	STATE APPLICATION IDENTIFIER
Application <input type="checkbox"/> Construction <input checked="" type="checkbox"/> Non-Construction	Preapplication <input type="checkbox"/> Construction <input type="checkbox"/> Non-Construction	4. DATE RECEIVED BY FEDERAL AGENCY	FEDERAL IDENTIFIER WA E-31-HL-2
5. Applicant Information			
Legal Name State of Washington		Organizational Unit Department of Natural Resources	
Address (give city, county, state, and zip code): Asset Management and Protection Division P.O. Box 47014 Olympia, Washington 98504-7014		Name and telephone number of the person to be contacted on matters involving this application (give area code): Omros Bhagwandin, Program Manager (360) 902-1050	
6. EMPLOYER IDENTIFICATION NUMBER (EIN): 91-6012771		7. TYPE OF APPLICANT: (enter appropriate letter in box) A. State	
8. TYPE OF APPLICATION <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision If Revision, select appropriate letter(s) in box(es): A. Increase Award B. Decrease Award C. Increase Duration D. Decrease Duration E. Other (specify here):		H. Independent School District I. State Controlled Institution of Higher Learning J. Private University K. Indian Tribe L. Individual M. Profit Organization N. Other (Specify): O. Non-Profit	
9. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: 15-815		10. NAME OF FEDERAL AGENCY US Department of Interior, Fish and Wildlife Service	
11. AREAS AFFECTED BY PROJECT (cities, counties, states, etc.): Endangered Species		12. DESCRIPTIVE TITLE OF APPLICANT PROJECT: Cooperative Endangered Species Conservation Fund - HCP Land Acquisition Grant: Little White Salmon Corridor - Phase II	
13. PROPOSED PROJECT Start Date: 07/01/06 Ending Date: 07/31/09		14. CONGRESSIONAL DISTRICTS OF: a. Applicant: First through Ninth (Statewide) b. Project: Third	
15. ESTIMATED FUNDING:		16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?	
Federal	\$4,913,663	a. YES. THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON: DATE: _____	
b. Apportioned		b. <input type="checkbox"/> NO. PROGRAM IS NOT COVERED BY E.O. 12372	
c. State	\$3,404,000	<input checked="" type="checkbox"/> OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW	
d. Local			
e. Other	\$2,750,000	17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?	
f. Program Income		<input type="checkbox"/> Yes If "Yes" attach an explanation <input checked="" type="checkbox"/> No	
g. TOTAL	\$11,067,663		
18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.			
a. Typed Name of Authorized Representative Bonnie Bunning		b. Title Executive Director, Policy and Administration	c. Telephone number 360.902. 1034
d. Signature of Authorized Representative <i>Bonnie Bunning</i>		e. Date Signed 7/6/07	

SEP 12 2007