



Upon Recording, Please Return To:  
Washington State Recreation and Conservation Office  
PO Box 40917  
Olympia, WA 98504-0917  
Attn: Josh Lambert

**SKAMANIA COUNTY  
REAL ESTATE EXCISE TAX**

*N/A* **DEED OF RIGHT TO USE LAND FOR  
JUL 10 2019 SALMON RECOVERY PURPOSES**

PAID *N/A* **Columbia Land Trust Property**  
*by deputy*  
SKAMANIA COUNTY TREASURER

Grantor: Columbia Land Trust

Grantee: STATE OF WASHINGTON, acting by and through the WASHINGTON  
STATE SALMON RECOVERY FUNDING BOARD and the WASHINGTON  
STATE RECREATION AND CONSERVATION OFFICE, including any  
successor agencies.

Abbreviated  
Legal

Description: NE ¼ of the SW ¼ of S31, T2N, R5E (More particularly described in Exhibit  
"A" (Legal Description), and as depicted in Exhibit "B" (Property Map)),  
G.S.

Assessor's Property Tax Parcel Number(s): 02-05-31-3-0-0100-00

Reference Numbers of Documents Assigned or Released: N/A

The Grantor enters this Deed for and in consideration of monies coming in whole or in part from  
the Salmon Recover Funding Board Account. Such grant is made pursuant to the Project  
Agreement entered into between the Grantor and the Grantee entitled Schoolhouse Creek

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Project, Project Number 00-1907 signed by the Grantor on the 4<sup>th</sup> day of April 2019 and the Grantee the 9<sup>th</sup> day of March 2001, and supporting materials which are on file with the Grantor and the Grantee in connection with the Project Agreement.

The Grantor hereby conveys and grants to the Grantee as the representative of the people of the State, the right to enforce the following duties:

1. The Grantor shall take such reasonable and feasible measures as are necessary to protect the Real Property as described in Exhibit A: Legal Description, in perpetuity. Such measures shall be consistent with the purposes in the Project Agreement, including protecting, preserving, restoring and/or enhancing the habitat functions on the Real Property, which includes floodplain, wetland, and riparian habitat. This habitat supports or may support priority species or groups of species including but not limited to Lower Columbia coho salmon and steelhead.
2. The Grantor shall allow public access to the Property as provided in the Project Agreement. Such access shall be subject to the restrictions allowed under the Project Agreement, by written agreement with the Grantee, or under state law. This provision is not intended to prevent reasonable access or use restrictions that are necessary for safe and effective management of the property consistent with salmon recovery purposes and the Project Agreement.
3. The Grantor shall allow access by the Grantee to inspect the Real Property for compliance with the terms of this Deed and the applicable Project Agreement to which the Grantor is a signatory. Such access shall be subject to the restrictions, if any, allowed under the Project Agreement, by written agreement with the Grantee, or under state law. The Grantor warrants it has and shall maintain the legal right and means to reach the property.
4. Without prior written consent by the Grantee or its successors, through an amendment to the Project Agreement or the process set forth below, the Grantor shall not use or allow any use of the Real Property (including any part of it) that is inconsistent with the salmon recovery purposes herein granted and as stated in the Project Agreement. The Grantor shall also not grant or suffer the creation of any property interest that is inconsistent with the salmon recovery purposes herein granted and as stated in the Project Agreement.

Grantee's consent to an inconsistent use or property interest under this Deed shall be granted only to the extent permitted by law and upon the following three conditions, which ensure the substitution of other eligible land. The conditions are: (1) the substitute salmon recovery land must be of reasonably equivalent habitat qualities, characteristics and location for the salmon recovery purposes as the Real Property prior to any inconsistent use; (2) the substitute salmon recovery land must be of at

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least equal fair market value to the Real Property at the time of Grantee's consent to the inconsistent use; and (3) the fair market value of the Real Property at the time of the Grantee's consent to the inconsistent use shall not take into consideration any encumbrances imposed on or alterations made to that land as a result of the original state grant and other grants if such encumbrances or alterations reduce the value of the Real Property from what it would be without them.

For purposes of this Deed, the Project Agreement includes any amendments thereto that occurred prior to or may occur subsequent to the execution of this Deed.

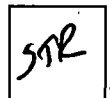
This Deed contains covenants running with the land and shall be binding upon the Grantor, its successors and assigns, and upon any person acquiring the Property, or any portion thereof, or any interest therein, including a leasehold interest, whether by operation of law or otherwise. If the Grantor sells all or any portion of its interest, the new owner of the Property or any portion thereof (including, without limitation, any owner who acquires its interest by foreclosure, trustee's sale or otherwise) shall be subject to applicable covenants and requirements under the Deed.

This Deed may not be removed or altered from the Real Property unless specific approval has been granted by the Washington State Recreation and Conservation Office and/or the Washington State Salmon Recovery Funding Board or its successors.

The Washington State Recreation and Conservation Office and the Washington State Salmon Recovery Funding Board and/or its successors shall each have a separate and independent right to enforce the terms of this Deed.

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**GRANTOR:**

Grantor Name

By: Columbia Land Trust

Name: Dan Roix

Title: Conservation Director

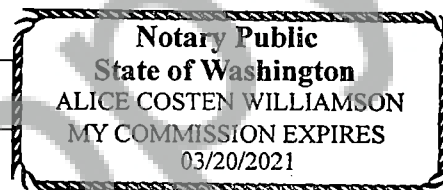
Dated this 30<sup>th</sup> day of April, 20 19

STATE OF WASHINGTON )  
COUNTY OF CLARK ) ss

I certify that I know or have satisfactory evidence that DAN ROIX is the person who appeared before me, and said person acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledge it as the CONSERVATION DIRECTOR for the Grantor, COLUMBIA LAND TRUST and to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: April 30, 2019

Signed: Alice Costen Williamson



Notary Public in and for the State of Washington,

residing in VANCOUVER, WA

My commission expires MARCH 20, 2021

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**GRANTEE:**

STATE OF WASHINGTON, acting by and through THE WASHINGTON STATE  
SALMON RECOVERY FUNDING BOARD, administered by the WASHINGTON  
STATE RECREATION AND CONSERVATION OFFICE

By: Scott T. Rob

Name: Scott T. Robinson

Title: Deputy Director

Dated this 23<sup>rd</sup> day of April, 2019

STATE OF WASHINGTON )  
COUNTY OF Thurston ) ss

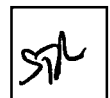
I certify that I know or have satisfactory evidence that Scott T. Robinson  
is the person who appeared before me, and said person acknowledged that they signed this  
instrument, on oath stated that they were authorized to execute the instrument and acknowledge  
it as the Deputy Director for the Recreation and Conservation Office and to be  
the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: April 23, 2019

Signed: Leslie Frank

Notary Public in and for the State of Washington,  
residing in Thurston County

My commission expires 7-9-21



**EXHIBIT A**  
**Legal Description**

**PARCEL A**

That portion of the Northeast Quarter of the Southwest Quarter of Section 31, Township 2 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Beginning at the Northeast corner of the Northeast Quarter of the Southwest Quarter of said Section 31; thence South  $01^{\circ}39'43''$  West along the East line of said Section 31, a distance of 367.61 feet to the True Point of Beginning; thence North  $71^{\circ}05'52''$  West,

445.94 feet; thence North  $01^{\circ}39'43''$  East 72.69 feet to the center of a 30 foot private road and utility easement; thence North  $72^{\circ}40'11''$  West, 137.49 feet; thence South  $69^{\circ}55'59''$  East 92.80 feet; thence South  $48^{\circ}56'48''$  West, 178.16 feet; thence South  $55^{\circ}13'16''$  West, 333.00 feet; thence South  $47^{\circ}24'14''$  West, 91.13 feet; thence South  $68^{\circ}55'54''$  East, 205.44 feet; thence South  $04^{\circ}36'04''$  West, 46.36 feet; thence South  $28^{\circ}13'47''$  West, 152.30 feet; thence South  $35^{\circ}02'59''$  West, 51.09 feet to the Northeasterly right of way line of S.R.140; thence along said line, following the arc of a curve to the right having a radius of 460.00 feet, through a central angle of  $20^{\circ}13'55''$ , an arc distance of

162.39 feet; thence South  $29^{\circ}03'15''$  East, 370.93 feet to the beginning of a curve to the left; thence following said curve to the left, having a radius of 284.99 feet, through a central angle of  $25^{\circ}56'47''$ , an arc distance of 129.06 feet to the South line of the Northeast Quarter of the Southwest Quarter of said Section 31; thence South  $89^{\circ}40'22''$  East along said South line, 627.17 feet to the Southeast corner of said Northeast Quarter of the Southwest Quarter; thence North  $01^{\circ}39'43''$  East along the East line of said Northeast Quarter of the Southwest Quarter, 983.92 feet to the point of beginning.

Skamania County Assessor

**PARCEL B**

Date 7/10/19 Parcel# 2-5-31-3-0100-38

Together with and subject to a 30' road and utility easement as delineated on Amended Short Plat in Book 3 of Short Plats, Page 228, and recorded under Auditor's File No. 123050.

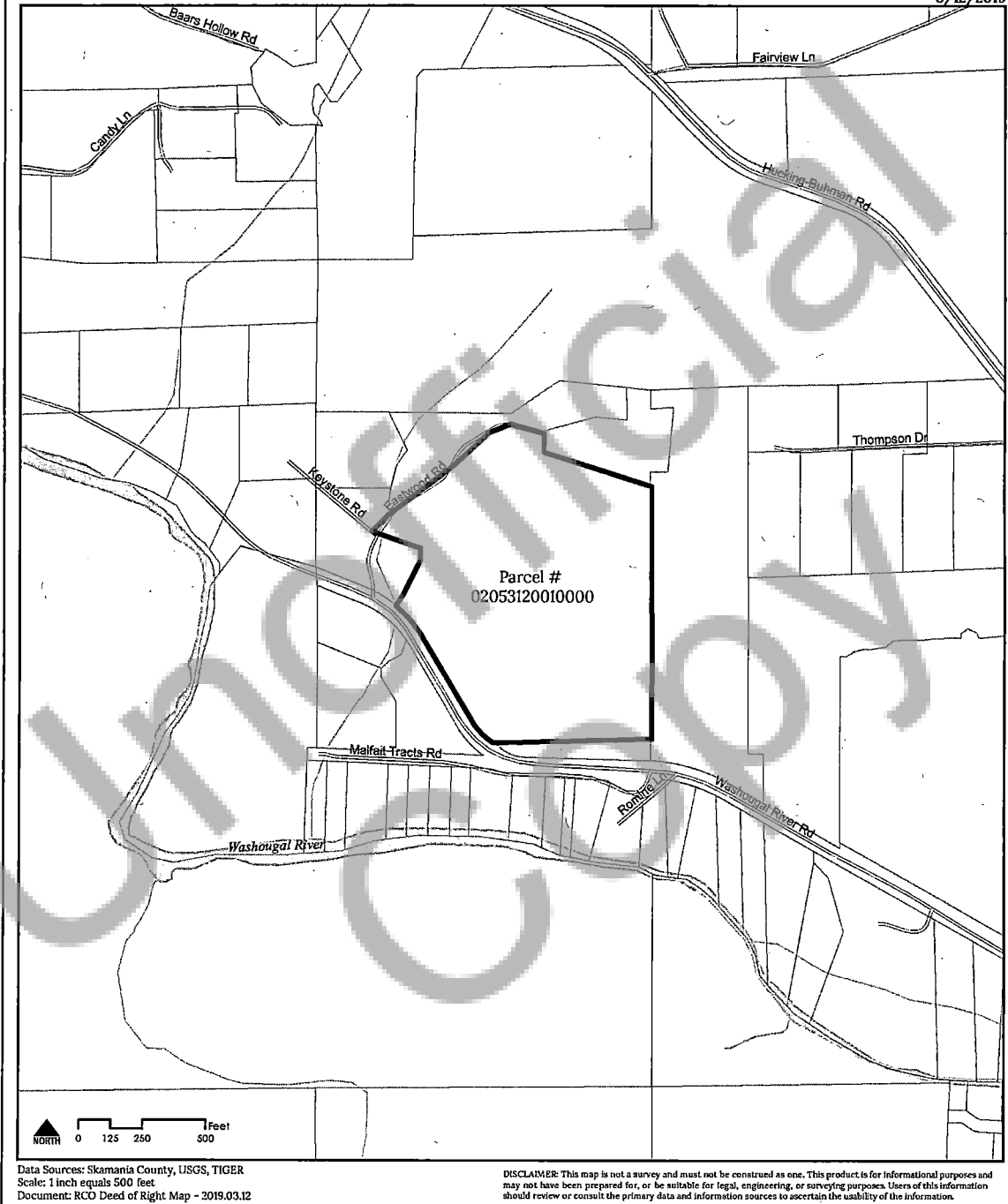
EXCEPT that portion lying within the above described Parcel A.

## EXHIBIT B

### SCHOOLHOUSE CREEK RESTORATION

RCO PROJECT # 00-1907  
PARCEL # 02053130010000  
SKAMANIA COUNTY, WASHINGTON

3/12/2019



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