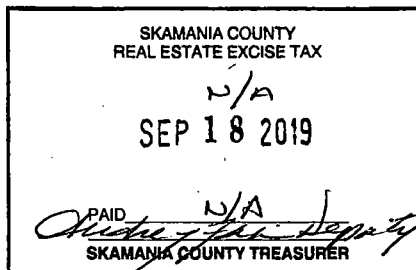




After Recording Return to:

City of Stevenson
7121 East Loop Road
PO Box 371
Stevenson, WA 98648
planning@ci.stevenson.wa.us
1 (509)427-5970



CONSERVATION EASEMENT

GRANTORS: Terryl J. Steeves and Ronald S. Richards (the "Grantor")
GRANTEE: CITY OF STEVENSON, a municipal corporation (the "Grantee")

Legal Description:

Abbreviated Form: A tract of land located in the Lot 1 of Stevenson Park Addition according to the official plats thereof on file and of record in the office of the auditor of Skamania County, Washington

Additional on: Exhibit "A"

Assessor's Tax Parcel Nos: 03-07-36-1-4-2090 *DN*

This Conservation Easement is made this 18th day of September, 2019 by Terryl J. Steeves and Ronald S. Richards having an address of 390 NW Kanaka Creek, hereinafter referred to as "Grantor" in favor of the City of Stevenson, a municipal corporation and political subdivision of the State of Washington, having an address 7121 East Loop Road, PO Box 371, Stevenson, WA 98648, hereinafter referred to as "City" or "Grantee".

WITNESSETH:

WHEREAS, Grantor solely owns in fee simple certain real property in the City of Stevenson, Washington, more particularly described in Exhibit "A", attached hereto and incorporated by this reference.

WHEREAS, In satisfaction of condition 2 of the Conditional Area Permit decision by the City pertaining to the development of Grantor's property, the Grantor desires to preserve, in perpetuity, a portion of Grantor's property, more particularly as identified as the 70' Reduced Riparian Buffer together with the 504 sf Preservation Mitigation area as represented by the map referenced by the Exhibit "B", attached hereto and incorporated by this reference as the "Property"; and

NOW THEREFORE, in consideration of the mutual covenants, terms, conditions and restrictions contained herein, and in satisfaction of the City's Condition 2 of its Critical Area Permit review decision CAP 2019-02, Richards/Steeves Habitat & Geohaz 7-29-2019, Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity, over the Property identified in Exhibit "B", of the nature and character and to the extent hereinafter set forth as the "Conservation Easement". Grantor fully warrants title to said Property on the attached Exhibit "A" and as represented by the map referenced by the Exhibit "B", and will warrant and defend the same against the lawful claims of all persons whomsoever.

1. Purpose. The purpose of this Conservation Easement is to preserve and protect the anadromous fishery resource of Kanaka Creek by assuring that the Property will be retained forever in an enhanced natural state and to prevent any use of the Property that is otherwise inconsistent. Nothing in this easement shall encumber or affect any of

Grantor's rights relating to any portion of Grantor's property that is not depicted within the 70' Reduced Riparian Buffer or 504 sf Preservation Mitigation area as represented by the map referenced by the Exhibit "B".

2. Prohibited Uses. Any activity on or use of the Property inconsistent with the purpose of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities and use are expressly prohibited:

(a) Construction or placing buildings, signs, billboards or other advertising, utilities or other structure on or above the ground. However, nothing in this easement shall prohibit Grantor from constructing buildings, structures, or other improvements, including construction of permanent demarcation and/or fencing installed along the outer edge of the Property in accordance with applicable city, state, and federal regulations.

(b) Dumping or placing as landfill any soil, material or other substance. Dumping or placing of trash, waste or unsightly or offensive materials. Material typically associated with habitat enhancement activities, such as topsoil or soil amendments, placed or stored in accordance with applicable City Codes and requirements shall not be prohibited.

(c) Removing or destroying trees, shrubs or other vegetation unless done in conjunction with a Critical Areas Permit from the City of Stevenson or other approval by the Grantee.

(e) Introduction of nonnative plants and nonnative invasive species on the Property, or the planting or introduction of any species of vegetation on the Protected property, except as permitted through CAP2019-02 or as otherwise deemed necessary by Grantee to preserve, protect or enhance the Purpose of this Conservation Easement.

(d) Activities which are detrimental to drainage, flood control, water conservation, erosion control, soil conservation or fish and wildlife habitat preservation.

(e) Division of the Property for residential development in the easement area.

3. Reserved Rights. Reserving unto Grantor, Grantor's successors and assigns, all rights accruing for its ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not expressly prohibited herein and are not inconsistent with the purpose of this Conservation Easement.

4. Rights of Grantee. To accomplish the purposes stated herein, Grantor conveys the following rights to Grantee:

(a) To enter upon and inspect the Property in a reasonable manner and at reasonable times after at least forty-eight (48) hours advance notice, to determine if Grantor or Grantor's successors and assigns are complying with the covenants and prohibitions contained in this Conservation easement.

(b) To proceed at law or in equity to enforce the provisions of this Conservation Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and require the restoration of areas or features of the Property that may be damaged by any activity inconsistent with this Conservation Easement.

5. Grantee's Discretion. No delay or omission by the Grantee in the exercise of any right or remedy upon any breach by Granter shall impair such right or remedy or be construed as a waiver. Grantee shall not be obligated to Grantor, or to any other person or entity, to enforce the provisions of this Conservation Easement.

6. Grantee's Liability. Grantor will assume all liability for any injury or damage to the person or property of third parties which may occur on the Property arising from Grantor's ownership of the Property. Neither Grantor, nor any person or entity claiming by or through Grantor, shall hold Grantee liable for any damage or injury to person or

personal property which may occur on the Property. This paragraph 6 shall not apply to the extent the subject damage or injury is caused by the negligence or willful misconduct of Grantee, its employees or agents.

7. Acts Beyond Grantor's Control. Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from natural causes beyond Grantor's control, including without limitation, fire, flood, storm and earth movement, or from any necessary action taken by Grantor under emergency conditions to prevent, abate or mitigate significant injury to the Property or to persons resulting from such causes.

8. Recordation. Grantor shall record this Conservation Easement in timely fashion in the Records of Skamania County, Washington and shall be responsible for all recording costs and taxes necessary to record this Conservation Easement.

9. Successors. The covenants, terms, conditions and restrictions of this Conservation Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successor and assigns and shall continue as a servitude running in perpetuity with the Property.

IN WITNESS. WHEREOF, Grantor has executed this Conservation Easement on the day and year first above written.

GRANTOR::

Terryl J. Steeves
Terryl J. Steeves

Ronald S. Richards
Ronald S. Richards

STATE OF WASHINGTON)
) ss:
COUNTY OF)

ON THIS DAY 18 Sept. 2019, before me, personally appeared Terryl J. Steeves, known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged that he/she/they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

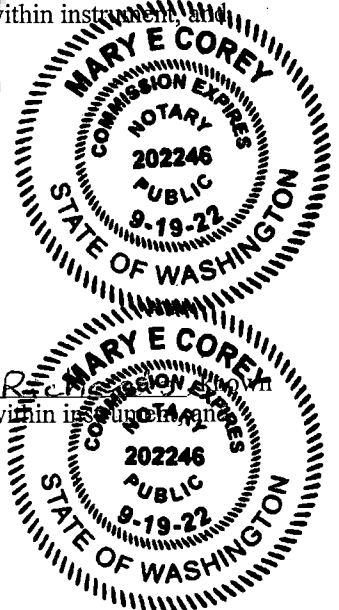
Mary E. Corey, Notary Public
Print Name:

STATE OF WASHINGTON)
) ss:
COUNTY OF)

ON THIS DAY 18 Sept. 2019, before me, personally appeared Ronald S. Richards, known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged that he/she/they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Mary E. Corey, Notary Public
Print Name:



Unofficial
Copy

NEW LEGAL DESCRIPTION
FOR
TAX PARCEL NO. (03-07-36-1-4-2090-00)
April 20, 2017

A tract of land located in Lot 1 of STEVENSON PARK ADDITION according to the official plat thereof on file and of record in the office of the auditor of Skamania County, Washington, described as follows:

Beginning at a point marking the intersection of the North line of Lot 1 of STEVENSON PARK ADDITION with the centerline of County Road #2029 designated as Frank Johns Road as the same was relocated in 1969 (CRP 69-17); thence along the North line of the said Lot 1, West 149 feet, to the initial point of the tract hereby described; thence South 150 feet; thence West to intersection with the West line of said Lot 1, said point being located on the Easterly right of way line of the county road known and designated as Kanaka Creek Road; thence in a northwesterly direction along the Easterly right of way line of Kanaka Creek Road to intersection with the North line of said Lot 1; thence East to the initial point.

EXCEPT that portion conveyed to Phillip N. Granley by instrument recorded September 11, 1969 in Book 61, Page 172.

EXCEPTING THEREFROM: that portion lying Southerly of Line "A" as described in Segment "A" attached hereto.

INCLUDING THERETO: That portion, conveyed in Statutory Warranty Deed to Terry Steeves, recorded March 30, 2006 in Auditors File No. 2006161024, lying Northerly of Line "A" described as Segment "A" attached hereto.

SEGMENT "A"

Commencing at the Southwesterly corner of Lot 1 of STEVENSON PARK ADDITION, according to the recorded plat thereof, recorded in Book A of Plats, Page 38, in the County of Skamania, State of Washington; thence following the Westerly line of said Lot 1, North $24^{\circ}37'58''$ West, a distance of 171.50 feet to a 5/8-inch iron rod with a yellow plastic cap inscribed, "KA OR59002SL KA WA42690LS"; thence following the easterly right-of-way line of County road known and designated as Kanaka Creek Road, over the following three (3) courses; 1) North $24^{\circ}37'58''$ West, 74.10 feet to a point on a tangent curve concave Southwesterly having a radius of 598.00 feet; 2) thence Northwesterly along said tangent curve through a central angle of $26^{\circ}40'59''$, an arc length of 278.49 feet, a chord which bears North $37^{\circ}58'28''$ West, a chord length of 275.98 feet to the point of tangent; 3) thence North $51^{\circ}18'58''$ West, 140.18 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "KA OR 59002LS KA WA42690LS" last said point being the Point of Beginning of line "A"; thence

EXHIBIT 'A'

North 49°05'41" East, 65.46 feet to a 5/8-inch iron rod with a yellow plastic cap inscribed "KA OR59002LS KA WA42690LS", thence continuing North 49°05'41" East, 64.94 feet, more or less, to the center of Kanaka Creek, and the **Terminus** of Line A.

This boundary line adjustment is exempt
from City and State platting regulations as
provided by RCW 58.17.040(6).


Stevenson Planning Administrator

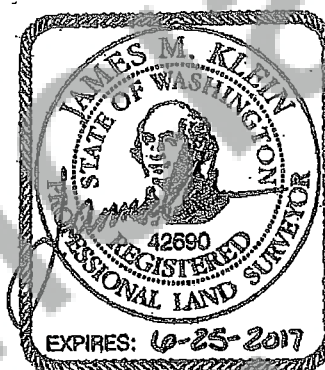


EXHIBIT B

