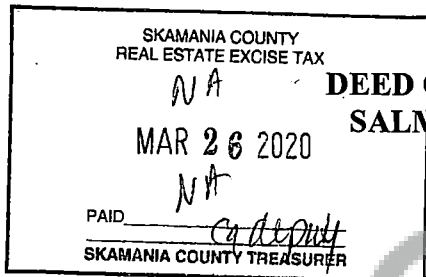




Upon Recording, Please Return To:
Washington State Recreation and Conservation Office
PO Box 40917
Olympia, WA 98504-0917
Attn: Josh Lambert



**DEED OF RIGHT TO USE LAND FOR
SALMON RECOVERY PURPOSES**

Wildboy Forest Property

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: Ptn. Sec 7, 8, 17 & 20 T2N, R5E W.M. (More particularly described in Exhibit
"A" (Legal Description), and as depicted in Exhibit "B" (Property Map)),

E.S.

Assessor's Property Tax Parcel Number(s): 02052000030000, Portion 02050000090000

The Grantor enters this Deed for and in consideration of monies coming in whole or in part from
the General Fund State - Salmon Recovery Funding Board Account. Such grant is made
pursuant to the Project Agreement entered into between the Grantor and the Grantee entitled
Wildboy Forest and Kwoonesum Dam Acquisition, Project Number 19-1215 signed by the
Grantor on the 22nd day of January and the Grantee the 30th day of January 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 wetland, instream, riparian, forested wetland and forested upland habitat. This habitat supports or may support priority species or groups of species including but not limited to summer and winter steelhead and coho salmon.
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



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.

REMAINDER OF PAGE IS INTENTIONALLY BLANK; SIGNATURE PAGES FOLLOW

A handwritten signature, possibly "J. P. Lee", is enclosed in a rectangular box. The signature is written in dark ink and is somewhat stylized.

GRANTOR:

Columbia Land Trust

By: Stephen F. Cook

Name: Stephen F. Cook

Title: General Counsel

Dated this 24th day of March, 2020

STATE OF WASHINGTON)

COUNTY OF CLALLAM) ss

I certify that I know or have satisfactory evidence that Stephen F. Cook 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 General Counsel 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.

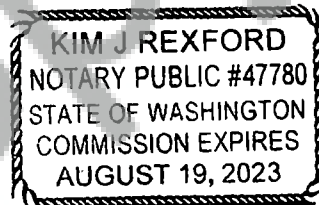
Dated: 3-24-20

Signed: [Signature]

Notary Public in and for the State of Washington,

residing in Kelso

My commission expires 8-19-23



REMAINDER OF PAGE IS INTENTIONALLY BLANK; ADDITIONAL SIGNATURE PAGE FOLLOWS

[Signature]

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: Washington State Recreation and Conservation Office

Name: Scott Robinson

Title: Deputy Director

Dated this 9th day of March, 2020

STATE OF WASHINGTON)
COUNTY OF Thurston) ss

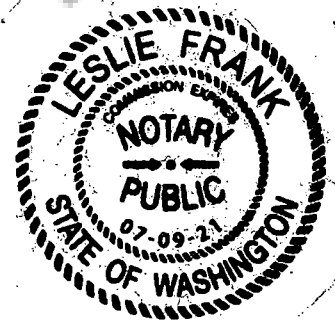
I certify that I know or have satisfactory evidence that SCOTT T. ROBINSON
is the person who appeared before me, and said person acknowledged that they signed this
instrument, on oath stated that they were authorized to execute the instrument and acknowledge
it as the Deputy Director for the Recreation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

Dated: March 9, 2020

Signed: Leslie Frank

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

My commission expires 7-9-21



STP
[Signature]

EXHIBIT A
Legal Description

PARCEL NO. 1

The East one-half of the Southeast one-quarter (E.1/2 SE.1/4), the South one-half of the Northeast one-quarter (S.1/2 NE.1/4) and the South one-half of the Northeast one-quarter of the Northeast one-quarter (S.1/2 NE.1/4 NE.1/4), of Section Seven (7), Township Two (2) North, Range Five (5) East of the Willamette Meridian: as shown on that particular survey recorded under Auditors File No. 2017000989 in the records of Skamania County, Washington.

EXCEPTING THEREFROM; A parcel of land lying Easterly of the center-line of a creek, said parcel being more particularly described as follows, to-wit:

COMMENCING at the Northeast corner of Section Seven (7), Township Two (2) North, Range Five (5) East, as shown on said survey; thence, South 01°07'54" West, along the East line of said Section 7, for a distance of 653.91 feet to the Northeast corner of the South one-half of the Northeast quarter of the Northeast quarter (S.1/2 NE.1/4 NE.1/4), as shown on said survey; thence, North 89°03'48" West, along the North line of said South one-half, for a distance of 195.83 feet to the center of a creek, as shown on said survey, being the **TRUE POINT OF BEGINNING**; thence, South 18°44'15" West, along the center-line of said creek, for a distance of 438.47 feet; thence, continuing along said center-line, South 13°37'33" East for a distance of 473.67 feet; thence, continuing along said center-line, South 28°43'00" East for a distance of 197.29 feet; thence, continuing along said center-line, South 60°20'31" East for a distance of 124.75 feet to the East line of said Section 7, as shown on said survey; thence, North 01°07'54" East, along said East line, for a distance of 1,107.33 feet to the **TRUE POINT OF BEGINNING**;

PARCEL NO. 2

All of Section Eight (8), Township Two (2) North, Range Five (5) East of the Willamette Meridian, lying Southerly of the following described line, to-wit:

COMMENCING at the Northwest corner of Section Eight (8), Township Two (2) North, Range Five (5) East, as shown on that particular survey recorded under Auditors File No. 2017000989 in the records of Skamania County, Washington; thence, South 01°07'54" West, along the West line of said Section 8, for a distance of 1,761.24 feet to the center of a creek, as shown on said survey, being the **TRUE POINT OF BEGINNING**; thence, South 79°24'59" East, along said creek center-line, for a distance of 701.69 feet; thence, continuing along said center-line, South 65°17'54" East for a distance of 196.66 feet; thence, continuing along said center-line, South 36°07'49" East for a distance of 107.69 feet; thence, continuing along said center-line, North 87°15'23" East for a distance of 250.12 feet; thence, continuing along said center-line, North 68°16'35" East for a distance of 180.31 feet; thence, continuing along said center-line, South 56°11'02" East for a distance of 453.42 feet; thence, leaving said creek, North 60°52'33" East for a distance of 689.00 feet; thence, South 40°27'49" East for a distance of 1,081.76 feet to the center-line of a creek; thence, North 84°13'26" East, along said creek center-line for a distance



of 62.17 feet; thence, continuing along on said center-line, North 34°53'21" East for a distance of 291.97 feet; thence, continuing along said center-line, North 81°49'05" East for a distance of 196.55 feet; thence, continuing along said center-line, North 44°54'10" East for a distance of 529.52 feet; thence, continuing along said center-line, North 50°53'24" East for a distance of 302.97 feet; thence, continuing along said center-line, North 88°24'23" East for a distance of 308.97 feet; thence, continuing along said center-line, North 44°14'20" East for a distance of 531.93 feet; thence, continuing along said center-line, North 46°11'04" East for a distance of 498.61 feet; thence, continuing along said center-line, North 71°42'22" East for a distance of 138.01 feet to the East line of said Section 8, as shown on said survey, being the **TERMINUS** of this line, from which the Northeast corner of Section 8, bears North 00°55'56" East a distance of 1,113.49 feet;

TOGETHER WITH that portion of Section 8, Township 2 North, Range 5 East of the Willamette Meridian, as situated within Skamania County, Washington, said parcel being more particularly described as follows, to-wit:

COMMENCING at the Northwest corner of Section Eight (8), Township Two (2) North, Range Five (5) East, as shown on that particular survey recorded under Auditors File No. 2017000989 in the records of Skamania County, Washington; thence, South 01°07'54" West, along the West line of said Section 8, for a distance of 1,761.24 feet to the center of a creek, as shown on said survey, being the **TRUE POINT OF BEGINNING**; thence, South 79°24'59" East, along said creek center-line, for a distance of 701.69 feet; thence, continuing along said center-line, South 65°17'54" East for a distance of 196.66 feet; thence, continuing along said center-line, South 36°07'49" East for a distance of 107.69 feet; thence, continuing along said center-line, North 87°15'23" East for a distance of 250.12 feet; thence, continuing along said center-line, North 68°16'35" East for a distance of 180.31 feet; thence, continuing along said center-line, South 56°11'02" East for a distance of 453.42 feet; thence, leaving said creek, North 60°52'33" East for a distance of 689.00 feet; thence, South 40°27'49" East for a distance of 1,081.76 feet to the center-line of a creek; thence, North 84°13'26" East, along said creek center-line for a distance of 62.17 feet; thence, continuing along said center-line, North 34°53'21" East for a distance of 291.97 feet; thence, continuing along said center-line, North 81°49'05" East for a distance of 196.55 feet; thence, continuing along said center-line, North 44°54'10" East for a distance of 529.52 feet; thence, continuing along said center-line, North 50°53'24" East for a distance of 302.97 feet; thence, leaving said creek center-line, North 73°15'14" West for a distance of 2086.06 feet to a point that is 30 feet from the center-line of an existing logging road and the beginning of a curve to the right, from which the radius point bears North 83°18'29" West a distance of 78.01 feet; thence, along said 30 foot offset and curve right, having a radius of 78.01 feet, through a central angle of 104°51'04", for an arc length of 142.76 feet; thence, continuing along said offset line, North 68°27'25" West for a distance of 231.22 feet to the beginning of a curve to the right; thence, along said curve right, having a radius of 126.19 feet, through a central angle of 75°16'50", for an arc length of 165.79 feet; thence, North 06°49'25" East for a distance of 34.49 feet to the beginning of a curve to the left; thence, along said 30 foot offset and curve left, having a radius of 28.85 feet, through a central angle of 117°42'59", for an arc length of 59.27 feet; thence, South 69°06'26" West for a distance of 393.77 feet to the beginning of a



curve to the right; thence, along said 30 foot offset and curve right, having a radius of 65.63 feet, through a central angle of $101^{\circ}23'43''$, for an arc length of 116.14 feet; thence, North $09^{\circ}29'51''$ West for a distance of 27.84 feet to the beginning of a curve to the left; thence, along said 30 foot offset and curve left, having a radius of 100.83 feet, through a central angle of $124^{\circ}17'39''$, for an arc length of 218.74 feet; thence, South $46^{\circ}12'30''$ West for a distance of 147.22 feet to the beginning of a curve to the right; thence, along said 30 foot offset and curve right, having a radius of 177.42 feet, through a central angle of $45^{\circ}08'31''$, for an arc length of 139.79 feet; thence, North $88^{\circ}38'59''$ West for a distance of 407.15 feet to the beginning of a curve to the left; thence, along said 30 foot offset and curve left, having a radius of 54.97 feet, through a central angle of $81^{\circ}13'06''$, for an arc length of 77.92 feet; thence, South $10^{\circ}07'55''$ West for a distance of 120.88 feet to the beginning of a curve to the right; thence, along said 30 foot offset and curve right, having a radius of 147.83 feet, through a central angle of $52^{\circ}18'47''$, for an arc length of 134.97 feet; thence, continuing along said 30 foot offset line, South $62^{\circ}26'42''$ West for a distance of 126.03 feet; thence, continuing along said 30 foot offset line, South $70^{\circ}34'26''$ West for a distance of 95.59 feet to the West line of said Section 8, as shown on said survey; thence, South $01^{\circ}07'54''$ West, along said West line, for a distance of 192.68 feet to the **TRUE POINT OF BEGINNING**

PARCEL NO. 3

All of Section Seventeen (17), Township Two (2) North, Range Five (5) East of the Willamette Meridian.

EXCEPTING THEREFROM that portion conveyed to Gary Talboy in Book 136, Page 837 which lies South of the North Fork of the Washougal River, in the Southeast Quarter of the Southwest Quarter of said Section 17.

PARCEL NO. 4

The Northwest One-quarter of the Northwest One-quarter (NW.1/4 NW.1/4) of Section Twenty (20), Township Two (2) North, Range Five (5) East of the Willamette Meridian.



EXHIBIT B

Property Map

