

The RECIPIENT enters this Deed of Right to Use Land For Water Quality Purposes (Deed) for and in consideration of a grant or loan awarded in whole or in part from the Water Quality Combined Funding Program. Such grant or loan is awarded pursuant to the Funding Agreement entered into between the RECIPIENT and ECOLOGY identified as *Washougal River Watershed Property Protection*, Agreement Number *WQC-2019-CoLaTr-00167* (Funding Agreement); signed by the RECIPIENT on the 14<sup>th</sup> day of August, 2019, and ECOLOGY on the 11<sup>th</sup> day of September, 2019, and supporting materials that are on file with the RECIPIENT and ECOLOGY in connection with the Funding Agreement.

The RECIPIENT hereby conveys and grants to ECOLOGY, as the representative of the people of the State, the right to enforce the following duties and responsibilities:

1. The RECIPIENT shall take such reasonable and feasible measures as are necessary to protect and preserve the Real Property as described in Exhibit A: Legal Description, in perpetuity. Such measures shall be consistent with the water quality purposes identified in the Funding Agreement and Stewardship Plan, including protecting, preserving, restoring and/or enhancing water quality and the hydrologic functions on the Real Property.
2. The RECIPIENT may allow public access to the Real Property as provided in the Funding Agreement. Such access shall be subject to the restrictions allowed under the Funding Agreement, by written agreement with ECOLOGY, 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 Real Property consistent with water quality protection purposes and the Funding Agreement.
3. The RECIPIENT shall provide access to ECOLOGY, or ECOLOGY'S authorized representative, at all reasonable times, to inspect the Real Property for compliance with the terms of this Deed and the Funding Agreement to which the RECIPIENT is a signatory. Such access is subject to the restrictions, if any, allowed under the Funding Agreement, by written agreement with ECOLOGY, or under state law. The RECIPIENT warrants it has and shall maintain the legal right and means to reach the Real Property.
4. Without prior written consent by ECOLOGY, the RECIPIENT shall not use or allow any use of the Real Property (including any part of it) that is inconsistent with the water quality purposes identified in the Deed, Funding Agreement, and Stewardship Plan. The RECIPIENT shall also not grant or suffer the creation of any property interest that is inconsistent with the water quality purposes herein granted and as stated in the Funding Agreement.

For purposes of this Deed, the Funding Agreement may include by incorporation any amendment or alteration executed prior to or subsequent to the execution of this Deed.

This Deed contains covenants running with the land and shall be binding upon the RECIPIENT, its successors and assigns, and upon any person acquiring the Real Property, or any portion thereof, or any interest therein, including a leasehold interest, whether by operation of law or otherwise. If the RECIPIENT sells all or any portion of its interest, the new owner of the Real 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 Department of Ecology or its successors.

The Washington State Department of Ecology, or its successors, shall each have an independent right to enforce the terms of this Deed.

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Exhibits to Include:

- EXHIBIT A, Legal Description
- EXHIBIT B, Property Map. Map must identify the property as described in the legal description and include: (1) the ECOLOGY Project Title and Funding Agreement Number; (2) RECIPIENT name and signature; (3) date of map preparation; (4) adjoining streets and roads where applicable, (5) boundary line of Real Property acquired; and, (6) North arrow and scale. A professional legal survey may substitute for the preceding map elements.

**RECIPIENT:**

RECIPIENT (RECIPIENT) Name: Columbia Land Trust

By: \_\_\_\_\_

Name: Cheryl Kearney

Title: Forest Conservation Director

Dated this 3 day of March, 2020

STATE OF WASHINGTON

COUNTY OF CLALLAM

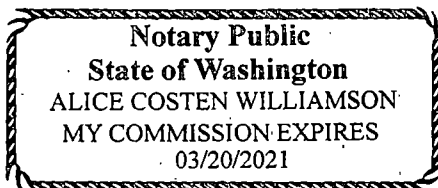
I certify that I know or have satisfactory evidence that CHERYL KEARNEY is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledge it as the FOREST CONSERVATION DIRECTOR for the RECIPIENT, COLUMBIA LAND TRUST and to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: MARCH 3, 2020

Signed: \_\_\_\_\_

Notary Public in and for the State of Washington, residing in VANCOUVER

My commission expires MARCH 20, 2021



**ECOLOGY:**

State of Washington, acting by and through THE WASHINGTON STATE DEPARTMENT  
OF ECOLOGY

By:

Name:

DAVID GIGLIO  
*[Signature]*

Title:

ACTIVE PROGRAM MANAGER, WATER QUALITY, DEPT. OF ECOLOGY

Dated this 12 day of March, 2020

STATE OF WASHINGTON

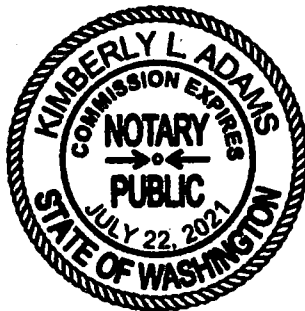
COUNTY OF Thurston

I certify that I know or have satisfactory evidence that David Giglio is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledge it as the Acting Program Manager for the Department of Ecology and to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 3/12/2020

Signed: *[Signature]* Kimberly L. Adams

Notary Public in and for the State of Washington, residing in Tenino, WA. My commission expires July 22, 2021.



## 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°23'43", for an arc length of 116.14 feet; thence, North 09°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

