



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

**DEED OF RIGHT TO USE LAND FOR
CONSERVATION PURPOSES
(Pine Creek West Riparian Property)**

Grantor: Columbia Land Trust
Grantee: STATE OF WASHINGTON, acting by and through the
WASHINGTON STATE RECREATION AND
CONSERVATION FUNDING BOARD, and the RECREATION
AND CONSERVATION OFFICE, including any successor
agencies

Abbreviated
Legal
Description:

Ptn of Secs. 4, 5, 9, 15, and 16, T7N, R6E, W.M.
(More particularly described in Exhibit "A" (Legal Description),
and as depicted in Exhibit "B" (Property Map).)

Assessor's Property
Tax Parcel Number(s): 07-06-0000-2200 00

Reference Numbers of Documents Assigned or Released:

The Grantor enters this Deed for and in consideration of monies coming in whole or in part from the Riparian Protection Account. Such grant is made pursuant to the Project Agreement entered into between the Grantor and the Grantee entitled Mt. St. Helens Pine Creek, Project Number 12-1558 signed by the Grantor on the 6th day of March 2014 and the Grantee on the 11th day of March 2014 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 riparian and adjacent uplands which are critical to maintaining water quality in Pine Creek and the entire Lower Columbia River System. This habitat supports or may support priority species including but not limited to bull trout, the Mount Saint Helens elk herd, which is the largest in Washington State, as well as other riparian dependent species.
2. The Grantor shall allow public access to the Real 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 Real Property consistent with habitat conservation purposes and the Project Agreement.
3. The Grantor shall provide 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 Real 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 conservation 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 conservation 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 conservation land must be of reasonably equivalent habitat qualities, characteristics and location for the conservation purposes as the Real Property prior to any inconsistent use; (2) the substitute conservation 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 occur prior to or 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 Real 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 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 Recreation and Conservation Office and/or the Washington State Recreation and Conservation Funding Board or its successors.

The Washington State Recreation and Conservation Office and the Washington State Recreation and Conservation 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:

COLUMBIA LAND TRUST

By: Stephen F. Cook

Name: Stephen F. Cook

Title: General Counsel

Dated this 7th day of June, 20

STATE OF WASHINGTON)

COUNTY OF Clallam) ss

I certify that I know or have satisfactory evidence that Stephen 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.

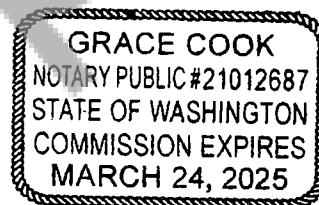
Dated: 6/7/21

Signed: Grace Cook

Notary Public in and for the State of Washington,

residing in Portland

My commission expires 3/24/21



REMAINDER OF PAGE IS INTENTIONALLY BLANK; ADDITIONAL SIGNATURE PAGE
FOLLOWS



GRANTEE:

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

By: Scott T. Robinson

Name: Scott T. Robinson

Title: Deputy Director

Dated this 3rd day of May, 20 21

STATE OF WASHINGTON)
) ss
COUNTY OF Thurston)

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.

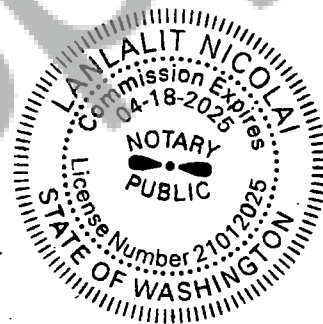
Dated: May 3rd, 2021

Signed: Lanlalit Nicolai

Notary Public in and for the State of Washington,

residing in Thurston County

My commission expires 04/18/2025



RD

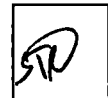
EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

A tract of land located in Skamania County, Washington, being a portion of the land described in the "Third Revised Division Map of Swift North" recorded under Auditor's file number 2014 0022106, and in the Statutory Warranty Deed recorded under Auditor's file number 2014 0022109, Records of Skamania County, Washington, more particularly described as follows:

The Fee Riparian Area as shown on said "Third Revised Division Map of Swift North," which area is legally described as follows:

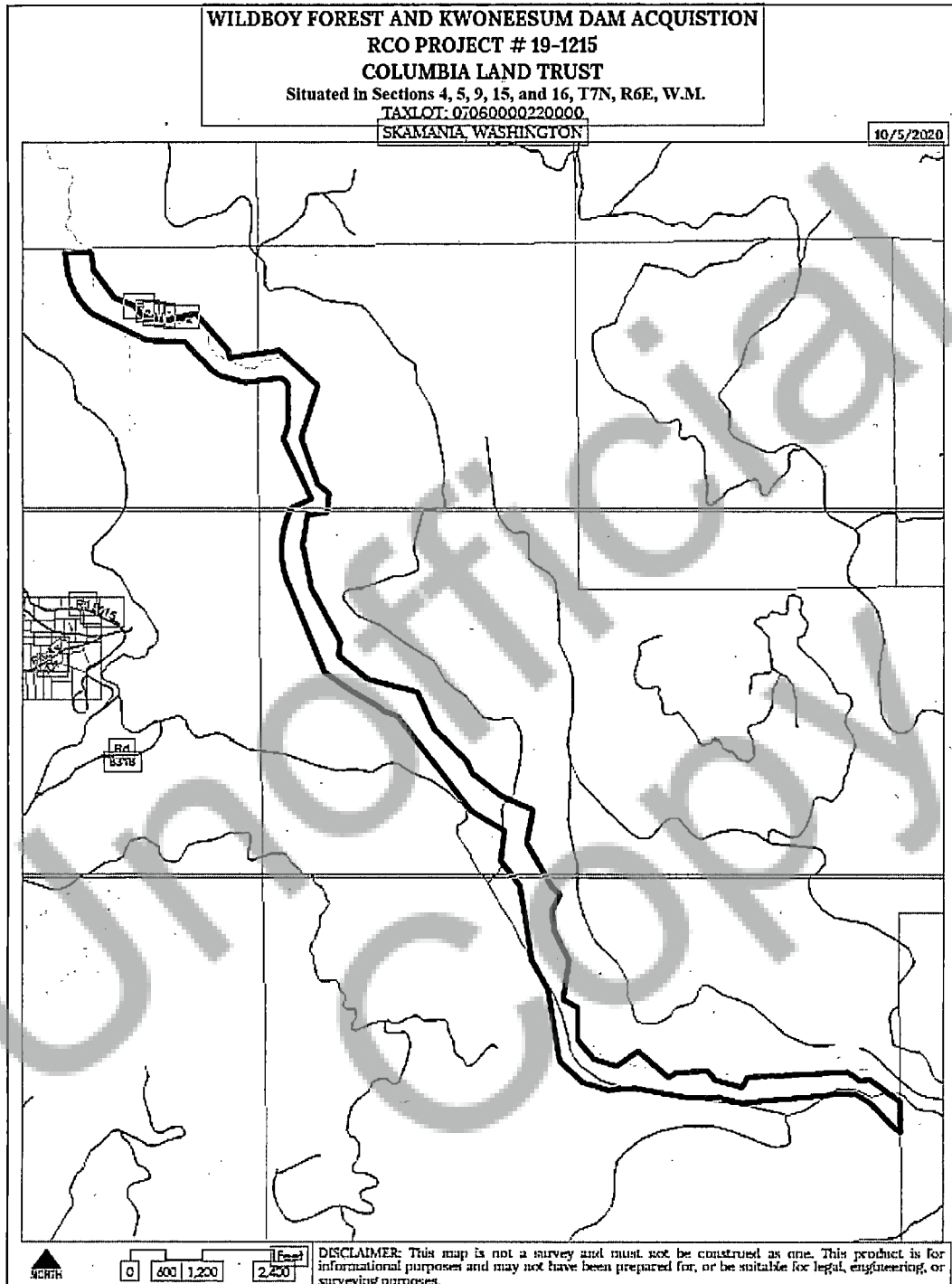
Beginning at the Northwest corner of Section 5, Township 7 North, Range 6 East, Willamette Meridian, Skamania County, Washington;
Thence South $88^{\circ}55'49''$ East, along the north line of said Section 5, for a distance of 2085.87 feet to the TRUE POINT OF BEGINNING;
Thence South $88^{\circ}55'49''$ East, along said north line, for a distance of 399.64 feet to the thread of Pine Creek;
Thence southeasterly along the thread of Pine Creek, said thread being the southwesterly boundary of the lots conveyed to Columbia Land Trust by deed recorded under Auditor's file number 2013000998, Records of Skamania County, Washington, to a point on the East line of said Section 15;
Thence South $00^{\circ}51'28''$ West along said East line, for a distance of 493.81 feet;
Thence leaving said East line, North $50^{\circ}43'59''$ West, for a distance of 183.04 feet;
Thence North $43^{\circ}32'17''$ West, for a distance of 524.07 feet;
Thence North $57^{\circ}54'34''$ West, for a distance of 285.15 feet;
Thence North $88^{\circ}36'49''$ West, for a distance of 295.31 feet;
Thence South $84^{\circ}52'41''$ West, for a distance of 310.89 feet;
Thence South $86^{\circ}54'11''$ West, for a distance of 612.80 feet;
Thence South $86^{\circ}18'05''$ West, for a distance of 663.75 feet;
Thence North $74^{\circ}53'22''$ West, for a distance of 409.65 feet;
Thence South $87^{\circ}53'59''$ West, for a distance of 162.46 feet;
Thence North $88^{\circ}00'19''$ West, for a distance of 337.55 feet;
Thence North $77^{\circ}47'50''$ West, for a distance of 890.51 feet;
Thence South $87^{\circ}25'04''$ West, for a distance of 455.90 feet;
Thence North $71^{\circ}13'37''$ West, for a distance of 436.30 feet;
Thence North $46^{\circ}29'36''$ West, for a distance of 514.62 feet;
Thence North $07^{\circ}36'21''$ West, for a distance of 1179.16 feet;
Thence North $28^{\circ}22'01''$ West, for a distance of 538.33 feet;
Thence North $07^{\circ}36'23''$ West, for a distance of 669.12 feet;
Thence North $08^{\circ}24'36''$ West, for a distance of 552.20 feet;
Thence North $36^{\circ}03'42''$ West, for a distance of 508.01 feet;



Thence North 09°05'52" East, for a distance of 483.24 feet;
 Thence North 58°12'26" West, for a distance of 650.26 feet;
 Thence North 36°41'55" West, for a distance of 1960.17 feet;
 Thence North 69°39'46" West, for a distance of 221.68 feet;
 Thence North 49°57'16" West, for a distance of 163.52 feet;
 Thence North 58°46'43" West, for a distance of 498.22 feet;
 Thence North 53°50'44" West, for a distance of 535.22 feet;
 Thence North 21°15'19" West, for a distance of 1521.66 feet;
 Thence along the arc of a 1454.28 foot radius curve to the right, for an arc distance of 1131.22 feet, through a central angle of 44°34'05", the radius of which bears North 68°44'41" East, the long chord of which bears North 01°01'44" East, for a chord distance of 1102.92 feet;
 Thence North 23°04'46" East, for a distance of 148.57 feet;
 Thence North 68°13'03" East, for a distance of 369.17 feet;
 Thence North 23°38'54" West, for a distance of 1081.14 feet;
 Thence North 21°35'02" East, for a distance of 240.07 feet;
 Thence North 02°08'10" East, for a distance of 579.23 feet;
 Thence along the arc of a 168.55 foot radius curve to the left, for an arc distance of 293.73 feet, through a central angle of 99°50'52", the radius of which bears North 85°45'25" West, the long chord of which bears North 45°40'51" West, for a chord distance of 257.95 feet;
 Thence South 84°23'43" West, for a distance of 523.46 feet;
 Thence North 73°49'57" West, for a distance of 438.38 feet;
 Thence North 55°18'25" West, for a distance of 183.80 feet;
 Thence North 42°11'04" West, for a distance of 175.00 feet;
 Thence North 46°30'21" West, for a distance of 199.93 feet;
 Thence North 39°32'29" West, for a distance of 249.29 feet;
 Thence North 86°35'36" West, for a distance of 627.53 feet;
 Thence North 62°53'20" West, for a distance of 999.80 feet;
 Thence along the arc of a 1168.31 foot radius curve to the right, for an arc distance of 1033.14 feet, through a central angle of 50°40'00", the radius of which bears North 40°00'08" East, the long chord of which bears North 24°39'52" West, for a chord distance of 999.80 feet;
 Thence North 15°02'50" West, for a distance of 150.87 feet to the TRUE POINT OF BEGINNING.



EXHIBIT B
Property Map



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