

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

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

Temko Property

CL13427(4)

Grantor: Columbia Land Trust

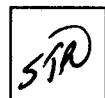
Grantee: STATE OF WASHINGTON, acting by and through the RECREATION AND CONSERVATION FUNDING BOARD and the SALMON RECOVERY FUNDING BOARD and the WASHINGTON STATE RECREATION AND CONSERVATION OFFICE (RCO), including any successor agencies.

Abbreviated
Legal
Description: PTN SEC 7, T2N, R5EWM (More particularly described in Exhibit "A" (Legal Description) and as depicted in Exhibit "B" (Property Map)),

Assessor's Property Tax Parcel Number(s): 02050000070000, 02050000070100

Reference Numbers of Documents Assigned or Released: *Jun 12/18/23*

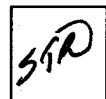
The Grantor enters this Deed for and in consideration of grant funding coming in whole or in



part from the Washington Wildlife and Recreation Program Riparian Protection Account and the Salmon Recovery Funding Board – Salmon State Supplemental Sm. Such grant and this Deed are made pursuant to the Grant Agreement entered into between the Grantor and the Grantee entitled West Fork Washougal Conservation, Project Numbers 22-1623 and 22-1136 signed by the Grantor on the 15th day of December, 2022 and by the Grantee the 19th day of December, 2022 and supporting materials which are on file with the Grantor and the Grantee in connection with the Grant 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 Grant Agreement, including protecting, preserving, restoring and/or enhancing the habitat functions on the Real Property, which includes instream, riparian and upland habitat. This habitat supports or may support priority species or groups of species including but not limited to lower Columbia River steelhead (winter and summer), lower Columbia River coho salmon, cutthroat trout, rainbow trout, and lamprey.
2. The Grantor shall allow public access to the Property as provided in the Grant Agreement. Such access shall be subject to the restrictions allowed under the Grant Agreement, by written agreement between the Grantee and Grantor, or under state law.
3. Public access may be limited as necessary for safe and effective management of the property consistent with the Conservation and Salmon Recovery purposes, but only by written approval of the RCO or funding boards.
4. The Grantor shall allow access by the Grantee to inspect the Real Property for compliance with the terms of this Deed and the applicable Grant Agreement to which the Grantor is a signatory. Such access shall be subject to the restrictions, if any, allowed under the Grant 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.
5. Without prior written consent by the Grantee or its successors, through an amendment to the Grant 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 and Salmon Recovery grant purposes herein granted and as stated in the Grant Agreement. The Grantor shall also not grant or suffer the creation of any property interest that is inconsistent with the Conservation and Salmon Recovery grant purposes herein granted and as stated in the Grant Agreement or otherwise



approved in writing by the RCO or funding boards.

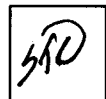
6. Grantee's consent to an inconsistent use or property interest under this Deed shall be granted only to the extent permitted by law and upon the following three conditions, which ensure the substitution of other eligible land. The conditions are:
 - a. the substitute Conservation and Salmon Recovery land must be of reasonably equivalent usefulness, location, character and quality for the conservation and salmon recovery purposes as the Real Property prior to any inconsistent use;
 - b. the substitute Conservation and 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
 - c. 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 Grant 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, or the Real Property further encumbered, or any property rights in or appurtenant to the Real Property transferred or sold, unless specific written approval has been granted by the RCO and/or the Washington State Recreation and Conservation Funding Board or its successors, and/or Salmon Recovery Funding Board or its successors. No sale or transfer of the Real Property including less than fee conveyance of property interest, or changes to this Deed, shall be made without the written approval of the RCO. Any such sale or transfer of any property interest or rights in the Real Property, or changes to this Deed, or the recording of any encumbrance, covenant, etc. upon the Real Property shall be void when made unless approved in writing by RCO and made part of the Grant Agreement by amendment.

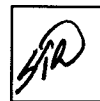
The Washington State Recreation and Conservation Office and the Washington State Salmon Recovery Funding Board and the Washington State Recreation and Conservation Funding Board and/or their successors shall each have a separate and independent right to enforce the terms of



this Deed.

REMAINDER OF PAGE IS INTENTIONALLY BLANK; SIGNATURE PAGES TO FOLLOW

Unofficial
Copy



[Handwritten signature]

Name: MEG RUTLEDGE

Title: EXECUTIVE DIRECTOR

Dated this 14 day of DECEMBER, 2024

STATE OF WASHINGTON)
) ss
COUNTY OF *Clark*)

I certify that I know or have satisfactory evidence that MEG RUTLEDGE 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 EXECUTIVE DIRECTOR for the Sponsor, COLUMBIA LAND TRUST and to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 12-14-2023

Signed: William H. Miller

Notary Public in and for the State of Washington,

residing in BATTLE GROUND

My commission expires 3-22-2025



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GRANTEE:

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

By: Scott T. Robinson

Name: Scott T Robinson

Title: Deputy Director

Dated this 6th day of DECEMBER, 2023

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 (he/she) signed this instrument, on oath
stated that (he/she) was 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: 12/6/2023

Signed: Monica Atkins

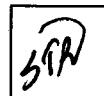
Notary Public in and for the State of Washington,

residing in THURSTON COUNTY

My commission expires 3/30/2027



EXHIBIT A



Legal Description

A PARCEL OF LAND LOCATED IN THE WEST HALF OF SECTION 7, TOWNSHIP 2 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

GOVERNMENT LOTS 1, 2, 3, 4 AND THE EAST HALF OF THE WEST HALF OF SECTION 7.

EXCEPTING THEREFROM, THE EAST 736.00 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER AND THE SOUTH 150.00 FEET OF THE EAST 736.00 FEET OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, ALL OF SAID SECTION 7.

ALSO EXCEPTING THEREFROM, ANY PORTION LYING WITHIN THE BOUNDARIES OF SKAMANIA MINES ROAD.

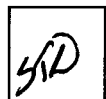


EXHIBIT B **Property Map¹**

