

Skamania County, WA
Total: \$210.50
MISC
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2023-001858

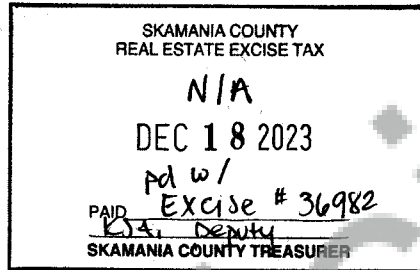
12/18/2023 12:30 PM

Request of: CLARK COUNTY TITLE



00017559202300018580080080

Upon Recording, Please Return To:
Washington State Department of Ecology
Water Quality Program
PO Box 47600
Olympia, WA 98504-7600
Attn: Carson Moscoso



CL13427(5)

DEED OF RIGHT TO USE LAND FOR WATER QUALITY AND CONSERVATION PURPOSES

Grantor: Columbia Land Trust

Grantee: State of Washington, acting by and through the Washington State Department of Ecology, including any successor agencies.

Legal Description (abbreviated): PTN SEC 7, T2N, R5EWM

Full legal description at Page 7

ym 12/18/23

Assessor's Tax Parcel ID#s: 02050000070000 and 02050000070100

THIS DEED OF RIGHT TO USE LAND FOR WATER QUALITY AND CONSERVATION PURPOSES (“Deed”) is made and entered into by and between Columbia Land Trust (hereinafter referred to as “Grantor”) and the STATE OF WASHINGTON, acting by and through the WASHINGTON STATE DEPARTMENT OF ECOLOGY including any successor agencies (hereinafter referred to as “Grantee” or “Ecology”).

Grantor enters this Deed for and in consideration of monies coming in whole or in part from a Centennial Clean Water Program grant. Such grant is made pursuant to the Project Agreement entered into between The City of Washougal and Ecology entitled Water Quality Combined Financial Assistance Agreement between the State of Washington Department of Ecology and the City of Washougal, Agreement Number WQC-2024-WashPW-00230, signed by The City of Washougal on the 6th day of December, 2023 and by Ecology on the 11th day of December, 2023 (Project Agreement), which can be found in Ecology’s Administration of Grants and Loans system (EAGL), and which is on file with Grantor. Consistent with the Project Agreement, Grantor developed a stewardship plan to guide water quality protection activities on the property (Stewardship Plan). The Stewardship Plan, titled “West Fork Washougal River Stewardship Unit,” dated October 9, 2023, is on file with Grantor and can be found in EAGL. The Stewardship Plan is incorporated into this Deed by reference.

Pursuant to RCW 64.04.130, Grantor hereby conveys and grants to Ecology as the representative of the people of the State, the perpetual right to enforce the following duties on the real property described in Exhibit A and depicted in Exhibit B (“Property”), under the terms herein:

1. Duties of Grantor.

1.1 Grantor shall take such reasonable and feasible measures as necessary to protect the Property in perpetuity. Such measures shall be consistent with the purposes in the Project Agreement and the Stewardship Plan, including protecting, preserving, restoring and/or enhancing the hydrologic functions on the Property by removing invasive species, planting appropriate native species, protecting priority species, improving bank stability and increasing canopy cover along the stream corridor (hereafter “Conservation Values”).

1.2 Grantor freely and voluntarily grants access to Ecology and Ecology’s authorized representatives, at all reasonable times, to inspect the Property for compliance with the terms of this Deed and the Stewardship Plan. Such access shall be subject to the restrictions, if any, contained in a written agreement with Ecology, or provided under state law. The Grantor warrants it has and shall maintain the legal right and means to reach the Property.

1.3 Without prior written consent by Ecology or its successors, through an amendment to this Deed, Grantor shall not use or allow any use of the Property (including any part of it) in any manner that is inconsistent with the Project Agreement or Stewardship Plan. The Grantor shall also not grant or suffer the creation of any property interest that is inconsistent with the Stewardship Plan and purposes of the Project Agreement.

2. Specific Prohibitions.

In addition to the general restrictions in Section 1 of this Deed, the following additional specific, non-exclusive list of activities and uses are and will perpetually be expressly prohibited on the Property:

- a. Subdivision and residential development.
- b. Commercial, industrial, or agricultural development and/or use.
- c. Alteration of the land surface or water bodies, except as necessary to carry out the Stewardship Plan.
- d. Timber harvest or other removal of vegetation, except as necessary to carry out the Stewardship Plan.
- e. Exploration for, and/or extraction of, minerals, hydrocarbons, soils, gravels, sand, or other minerals or naturally occurring elements.
- f. The disposal, storage, release, or accumulation of waste, garbage, debris, vehicles, faeces, abandoned equipment, or hazardous substances. "Hazardous substances" are defined as substances that are hazardous, toxic, dangerous, or harmful by any federal, state, or local law.

3. Permitted Uses and Activities.

The following uses and activities are permitted on the Property:

- a. Reestablishment of native plants and enhancement of existing native plant communities.
- b. Habitat restoration projects as necessary to carry out the Stewardship Plan and the maintenance of those projects.
- c. Removal of public health or safety hazards, nuisance animals, and invasive species by such methods permitted by law.
- d. Passive, non-motorized, pedestrian recreational day use.
- e. Development of trails as approved by Ecology in writing and consistent with the Stewardship Plan.
- f. Responding to emergencies on the Property, in accordance with State and federal law.

4. Notice Requirements.

4.1 Grantor, when conveying any interest in any part of the Property including but not limited to title, easement, leases, or other interests, must provide written notice to Ecology of the intended conveyance at least thirty (30) days in advance of the conveyance. Grantor must provide notice of the existence of this Deed in the conveying document.

4.2 Should Grantor become aware of any violation of this Deed, Grantor shall promptly report such violation in writing to Ecology.

4.3 Grantor must notify Ecology in writing of any emergency or significant change in environmental conditions on the Property, and the response actions planned or taken as soon as practical but no later than 24 hours after the discovery of the event.

4.4 Any required written notice, approval, reporting or other communication shall be personally delivered or sent by first class mail to the following person(s). Any change in contact information shall be submitted in writing to all parties to this Deed. Upon agreement, email may be used for these communications.

Conservation Director Columbia Land Trust 850 Officers' Row Vancouver, WA 98611	Washington State Department of Ecology Water Quality Program P.O. Box 47600 Olympia, WA 98504 -- 7600 Phone #360-407-6600
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5. **Covenants Run with Land – Binding Upon Successors and Assigns.** This Deed contains covenants running with the land and shall be binding upon 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.

6. **Limit on Removal or Alteration of Deed.** This Deed may not be removed or altered from the Property unless specific approval has been granted by Ecology or its successors, and the Specific Prohibitions in Section 2 of this Deed will be permanent and may not be changed by amendment at any point in the future.

7. **Control.** Nothing in this Deed shall be construed as giving rise to any right or ability in Grantee to exercise physical or managerial control over the day-to-day operations of the Property, or any of Grantor's activities on the Property, or otherwise to become an operator with respect to the Property within the meaning of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), or MTCA.

8. **Right of Enforcement.** Ecology may bring an action at law or in equity to enforce the terms of this Deed; to enjoin a violation or threatened violation by temporary or permanent injunction; to recover any damages to which it may be entitled for violation of the terms of this Deed or injury to any of the Conservation Values protected by this Deed; and to require the restoration of the Property to the condition that existed prior to any such injury. All actions for injunctive relief may be taken without Ecology being required to post bond or provide other security. Enforcement of the terms of this Deed shall be at the discretion of Ecology, and any forbearance, delay or omission to exercise its rights under this Deed in the event of a breach of any term of this Deed is not a waiver by Ecology of that term or of any subsequent breach of that term, or any other term in this Deed, or of any rights of Ecology under this Deed.

Unofficial
Copy

Columbia Land Trust

By: Megan Rutledge
Its: Executive Director

STATE OF WASHINGTON)
) ss.
COUNTY OF CLARK)

WITNESS my hand and official seal hereto affixed the day and year first written above.



Notary Public in and for the State of Washington
Residing at: BATTLE GROUND
My commission expires: 3-22-2025

EXHIBIT A
Legal Description of the Real Property

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 SOUTHEAST 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
Depiction of the Real Property

