



Skamania County
Real Estate Excise Tax
37038
FEB 14 2024

PAID Exempt
Skamania County Treasurer
~~K.M. Deputy~~

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
SALMON RECOVERY PURPOSES**


Wind River Double Bend 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 (RCO), including
any successor agencies.

Abbreviated
Legal

Description: Lot 5, Subdivision of BLUFFS EDGE SUBDIVISION, AFN 2011179227
(More particularly described in Exhibit "A" (Legal Description), and as
depicted in Exhibit "B" (Property Map)),

Assessor's Property Tax Parcel Number(s): 03750000020000 

Reference Numbers of Documents Assigned or Released:

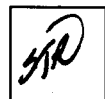
The Grantor enters this Deed for and in consideration of grant funding coming in whole or in
part from the Salmon State Supplemental SM and the US Department of Commerce, NOAA



Pacific Coastal Salmon Recovery Fund Account. Such grant and this Deed are made pursuant to the Grant Agreement entered into between the Grantor and the Grantee entitled Wind River Double Bend Conservation, Project Number 22-1076 signed by the Grantor on the 28th day of November, 2022 and the Grantee the 28th day of November, 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 riparian, instream, and upland habitat. This habitat supports or may support priority species or groups of species including but not limited to Steelhead – Lower Columbia River DPS and Chinook Salmon-Lower Columbia River ESU.
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 salmon recovery purposes, but only by written approval of the RCO or funding board.
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 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 salmon recovery grant purposes herein granted and as stated in the Grant Agreement or otherwise approved in writing by the RCO or funding board.



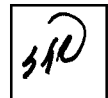
6. Grantee's consent to an inconsistent use or property interest under this Deed shall be granted only to the extent permitted by law and upon the following three conditions, which ensure the substitution of other eligible land. The conditions are:
 - a. the substitute salmon recovery land must be of reasonably equivalent habitat qualities, characteristics and location for the salmon recovery purposes as the Real Property prior to any inconsistent use;
 - b. 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
 - 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 RCO and/or the Washington State 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 or made part of the Grant Agreement by amendment.

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.



GRANTOR:

Columbia Land Trust

By: _____

Name: _____

Title: _____

Dated this _____

day of _____

FEBRUARY

, 2024

STATE OF WASHINGTON)

COUNTY OF CLARK)

) ss

I certify that I know or have satisfactory evidence that MEGAN RUTLEDGE 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 EXECUTIVE DIRECTOR 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: _____

7 FEB 2024

Signed: _____

[Signature]

Notary Public in and for the State of Washington,

residing in _____

Battle Ground

My commission expires _____

3/22/2025



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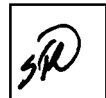


EXHIBIT A
Legal Description

PARCEL "A"

LOT 5 OF BLUFFS EDGE SUBDIVISION SITUATED IN SECTION 01, 12 OF T03N R7.5E,
TAXLOT 0375000002000, RECORDED UNDER AUDITOR'S FILE NO. 2011179227,
RECORDS OF SKAMANIA COUNTY, WASHINGTON.

Skamania County Assessor

Date 2/14/24 Parcel# 3-75-200

(Handwritten initials)

Unofficial Copy



EXHIBIT B Property Map

