Natural Resources Building
1111 Washington St SE
Olympia WA 98501

PO Box 40917
Olympia WA 98504-0917

STATE OF WASHINGTON

RECREATION AND CONSERVATION OFFICE

(360) 902-3000
TTY (360) 902-1996
Fax: (360) 902-3026

E-mail: info@rco.wa.gov
Web site: www.rco.wa.gov

November 2, 2017

DeAnn Johnigk, Real Estate Services
Washington Department of Fish and Wildlife
PO Box 43158
Olympia, WA 98504-3158

Re: Deed of Right for Inland Northwest Land Trust Property
Reardan Audubon Lake 2014, Project #14-1097A

Dear Ms. Johnigk:

Enclosed is the original Deed of Right for the Inland Northwest Land Trust property signed by the Recreation and Conservation Office (RCO). Please have the appropriate responsible person sign the original document on your organization's behalf and then record the document with the county auditor's office. The county auditor will send the original recorded document to RCO for our files. Once we receive the document, RCO will send you a copy for your records.

If you have any questions, please contact me at (360) 902-3019 or karen.edwards@rco.wa.gov.

Sincerely,

Karen Edwards
Outdoor Grants Manager

Enclosure

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

DEED OF RIGHT TO USE LAND FOR CONSERVATION PURPOSES

Grantor: THE STATE OF WASHINGTON, THE DEPARTMENT OF FISH AND WILDLIFE

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

Abbreviated Legal Description: Portion SW ¼ of Section 11, Township 25 North, Range 39 East, 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): 2539-011-300020

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 Reardan Audubon Lake 2014, Project Number 14-1097A signed by the Grantor on the 28th day of July, 2016, and the Grantee the 25th day of

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July, 2016, 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 biscuit and swale prairies containing vernal pools and mima mounds, as well permanent ponds and associated riparian forest habitat. This habitat supports or may support priority species including but not limited to eleven Priority Habitat Species, five candidate species, two Federal candidate species and five WDFW habitat types or elements of special concern.

2. The Grantor shall allow public access to the 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 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 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

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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 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 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:

STATE OF WASHINGTON, DEPARTMENT OF FISH AND WILDLIFE

By: _____

Name: _____

Title: _____

Dated this _____ day of _____, 20_____

STATE OF WASHINGTON)
) ss
COUNTY OF _____)

I certify that I know or have satisfactory evidence that_____ 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 _____ for the Grantor, _____and to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

Signed: _____

Notary Public in and for the State of Washington,

residing in _____.

My commission expires _____.

REMAINDER OF PAGE IS INTENTIONALLY BLANK; ADDITIONAL SIGNATURE PAGE FOLLOWS

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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 Robinson

Name: Scott T. Robinson

Title: Deputy Director

Dated this 27th day of October, 2017

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: October 27, 2017

Signed: Leslie Frank

Notary Public in and for the State of Washington,

residing in Thurston County.

My commission expires 7-9-21.

LESLIE FRANK
COMMISSION EXPIRES
NOTARY
PUBLIC
07-09-21
STATE OF WASHINGTON

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EXHIBIT A
Legal Description

Parcel A:
The North half of the Northeast quarter of the Southwest quarter of Section 11, Township 25 North, Range 39 East, W.M., Lincoln County, Washington.

Parcel B:
The East half of the Northwest quarter of the Southwest quarter of Section 11, Township 25 North, Range 39 East, W.M., Lincoln County, Washington.

Parcel C:
The West half of the Northwest quarter of the Southwest quarter of Section 11, Township 25 North, Range 39 East, W.M., Lincoln County, Washington.

Parcel D:
The Southwest quarter of the Southwest quarter of Section 11, Township 25 North, Range 39 East, W.M., Lincoln County, Washington, lying North of the Railroad right-of-way.

Parcel E:
The Southwest quarter of the Southwest quarter and the West 150 feet of the Southeast quarter of the Southwest quarter of Section 11, Township 25 North, Range 39 East, W.M., Lincoln County, Washington, lying South of the Railroad right-of-way; EXCEPT that portion of the Southwest quarter of Section 11 lying South of Bisson Road East, AND EXCEPT Bisson Road East.

Parcel F:
The East half of the Southwest quarter of Section 11, Township 25 North, Range 39 East, W.M., Lincoln County, Washington, lying South of the Railroad right-of-way; EXCEPT the West 150 feet of said East half of Section 11; EXCEPT that portion of the Southwest quarter of Section 11 lying South of Bisson Road East; AND EXCEPT Bisson Road East.

Parcel G:
The East half of the Southwest quarter of Section 11, Township 25 North, Range 39 East, W.M., Lincoln County, Washington, lying North of the Railroad right-of-way; EXCEPT the North half of the Northeast quarter of the Southwest quarter of Section 11.

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EXHIBIT B

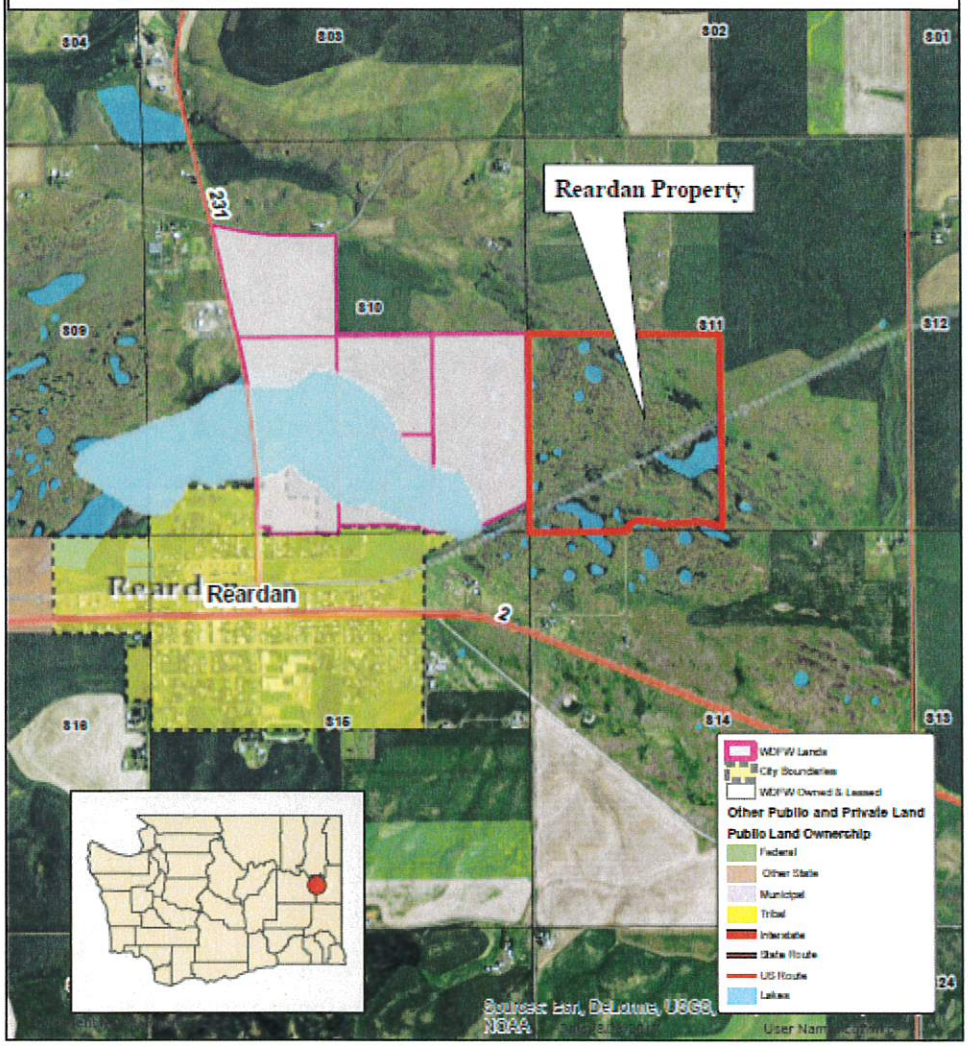
RCO Project Number 14-1097 - Readan Audubon Lake 2014

PROJECT SPONSOR: Washington Dept. of Fish and Wildlife

COUNTY: Lincoln

LEGAL: Township 25 N, Range 39 E., W.M. Section 11

ACRES: 150 Acres



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