

Auditor File #: 2017 0476850

**DEED**

Recorded at the request of:

**WASH STATE OF RECREATION**

on 11/27/2017 at 11:40

Total of 7 page(s) Fee: \$ 80.00

LINCOLN COUNTY, WASHINGTON

SHELLY JOHNSTON, AUDITOR

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 28<sup>th</sup> day of July, 2016, and the Grantee the 25<sup>th</sup> 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



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: *Cynthia Wilkerson*

Name: Cynthia Wilkerson

Title: Lands Division

Dated this 7<sup>th</sup> day of November, 2017

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

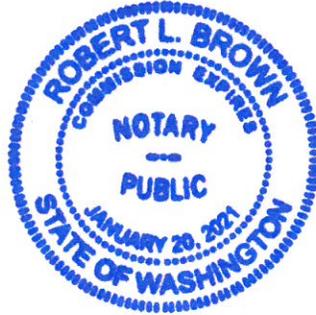
I certify that I know or have satisfactory evidence that Cynthia Wilkerson is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledge it as the LANDS DIVISION MANAGER for the Grantor, WA. DEPT. OF FISH & WILDLIFE and to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 11/7/2017

Signed: *Robert L. Brown*

Notary Public in and for the State of Washington,  
residing in TUMWATER

My commission expires 1/20/2021



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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 27<sup>th</sup> day of October, 2017

STATE OF WASHINGTON )  
COUNTY OF Thurston )<sup>SS</sup>

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



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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:

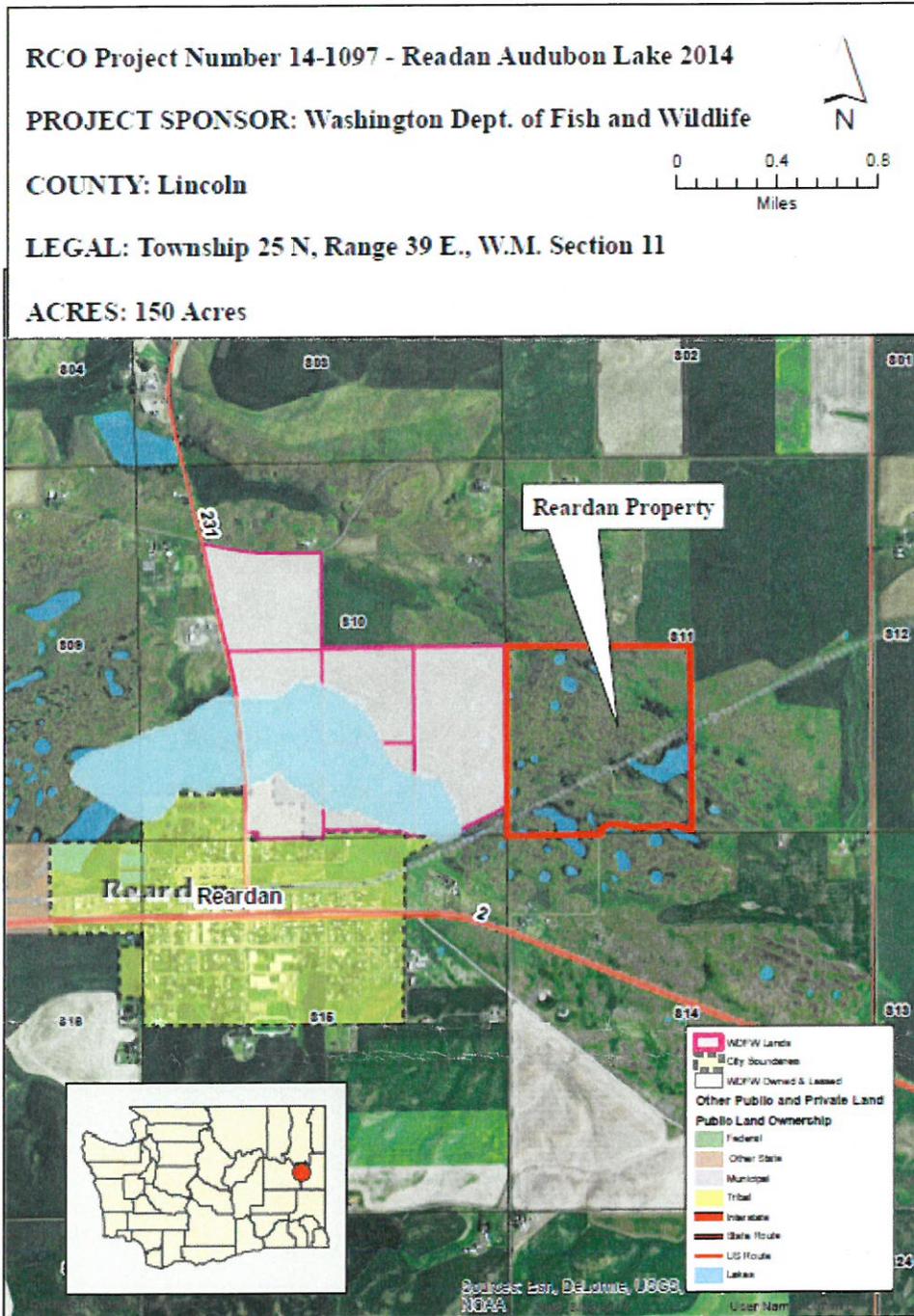
The East half of the Southwest quarter of Section 11, Township 25 North, Range 39 East, W.M., Lincoln County, Washington, lying South of the Railroad right-of-way; EXCEPT the West 150 feet of said East half of Section 11; EXCEPT that portion of the Southwest quarter of Section 11 lying South of Bisson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



EXHIBIT B



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