



After Recording Return To:
Washington Department of Fish and Wildlife
Real Estate Services
600 Capitol Way North
Olympia, WA 98501-1091
Attn: Thom Woodruff

WF-MCLOUGHLIN
RCO - WILSON/HAWKES DOR
OKANOGAN COUNTY
120489A

INLAND PROFESSIONAL TITLE, LLC

30611-KV 3

Document Title: Deed of Right to Use Land For Salmon Recovery Purposes
Reference No. Of Related Document: SWD AFN 3172587
Grantor: The State of Washington, The Department of Fish and Wildlife
Grantee: State of Washington, acting by and through the Washington State Salmon Recovery Funding Board and
the Washington State Recreation and Conservation Office
Abbreviated Legal Description: SE NE & GOVT LOTS 2, 4 & 5, and PTNS GOVT Lots 1 & 3, 16-36-27
Assessor Parcel Nos.: 3627161002, 3627162003, 3627161005, 3627161006, and 3627162004
County: Okanogan

DEED OF RIGHT TO USE LAND
FOR SALMON RECOVERY PURPOSES
(Wilson-Hawkes Property Phase I)

The State of Washington, The Department of Fish and Wildlife, (the "Grantor") grants this Deed for and in consideration of monies coming in whole or in part from the Salmon State Account. Such grant is made pursuant to the Project Agreement entered into between the Grantor and The State of Washington, acting by and through the Washington State Salmon Recovery Funding Board and the Washington State Recreation and Conservation Office, including any successor agencies (the "Grantee") entitled McLoughlin Falls 2010, Project Number 10-1861A, signed by the Grantor on the February 18, 2011 and by the Grantee on February 25, 2011, 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 of Washington, the right to enforce the following duties:

1. The Grantor shall take such reasonable and feasible measures as are necessary to protect in perpetuity the real property as described in the attached Exhibit A (the "Property") and depicted on the attached Exhibit B. Such measures shall be consistent with the purposes in the Project Agreement, including protecting, preserving, restoring and enhancing the habitat functions on the Property, which includes riparian areas, wetlands, flood plains, off-channel habitats, and shrub-steppe habitat. This habitat supports or may support priority species including but not limited to summer Chinook, steelhead and bull trout.
2. The Grantor shall allow public access to the Property as provided in the Project Agreement. 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. 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 Property for compliance with the terms of this Deed and the Project Agreement. 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, an amendment to the Project Agreement, or the process set forth below, the Grantor shall not use or allow any use of the Property 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 conservation land: (1) the substitute conservation land must be of reasonably equivalent habitat qualities, characteristics and location for the conservation purposes as the Property prior to any inconsistent use; (2) the substitute conservation land must be of at least equal fair market value to the Property at the time of Grantee's consent to the inconsistent use; and, (3) the fair market value of the 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 the Property as a result of the Project Agreement and other grants if such encumbrances or alterations reduce the value of the 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, unless this Deed is removed or altered. 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 this Deed, unless this Deed is removed or altered.

This Deed may not be removed or altered from the Property unless specific approval has been granted by the Grantee.

The Washington State Recreation and Conservation Funding Board and the Washington State Recreation and Conservation Office and its successors shall each have a separate and independent right to enforce the terms of this Deed.

GRANTOR:

The State of Washington, The Department of Fish and Wildlife

By: 
Jennifer Quan, Lands Division Manager

Dated this 8th day of May, 2012.

GRANTEE:

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

By: 
Name: Kaleen Cottingham

Title: Director

Dated this 8th day of May, 2012.



STATE OF WASHINGTON)

) ss

COUNTY OF THURSTON)

I certify that I know or have satisfactory evidence that Jennifer Quan signed this instrument, on oath stated that she was authorized to execute the instrument as the Lands Division Manager of the Washington State Department of Fish and Wildlife and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

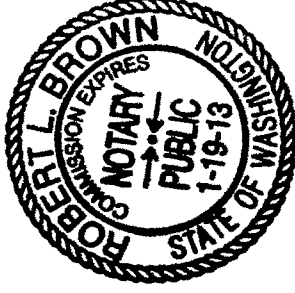
GIVEN under my hand and official seal this 8th day of MAY, 2012.

Robert L. Brown

Notary Public in and for the State of Washington,

residing in TUMWATER.

My appointment expires 1-19-13.



STATE OF WASHINGTON)

) ss

COUNTY OF Thurston)

I certify that I know or have satisfactory evidence that Kaleen Cottingham is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledge it as the 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.

GIVEN under my hand and official seal this 8 day of May, 2012.

Lynn M. Kennedy

Notary Public in and for the State of Washington,

residing at Thurston County.

My appointment expires 4-6-15.

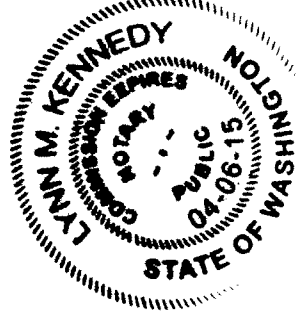




EXHIBIT A
Wilson-Hawkes Phase I Property Legal Description

GOVERNMENT LOTS 1, 2, 3, 4 AND 5, AND THE SOUTHEAST QUARTER OF THE
NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 36 NORTH, RANGE 27 EAST,
W.M.

EXCEPT THEREFROM THAT PORTION CONVEYED TO THE GREAT NORTHERN
RAILWAY COMPANY BY DEED DATED SEPTEMBER 9, 1909 AND RECORDED IN
VOLUME "X" OF DEEDS, PAGE 403.

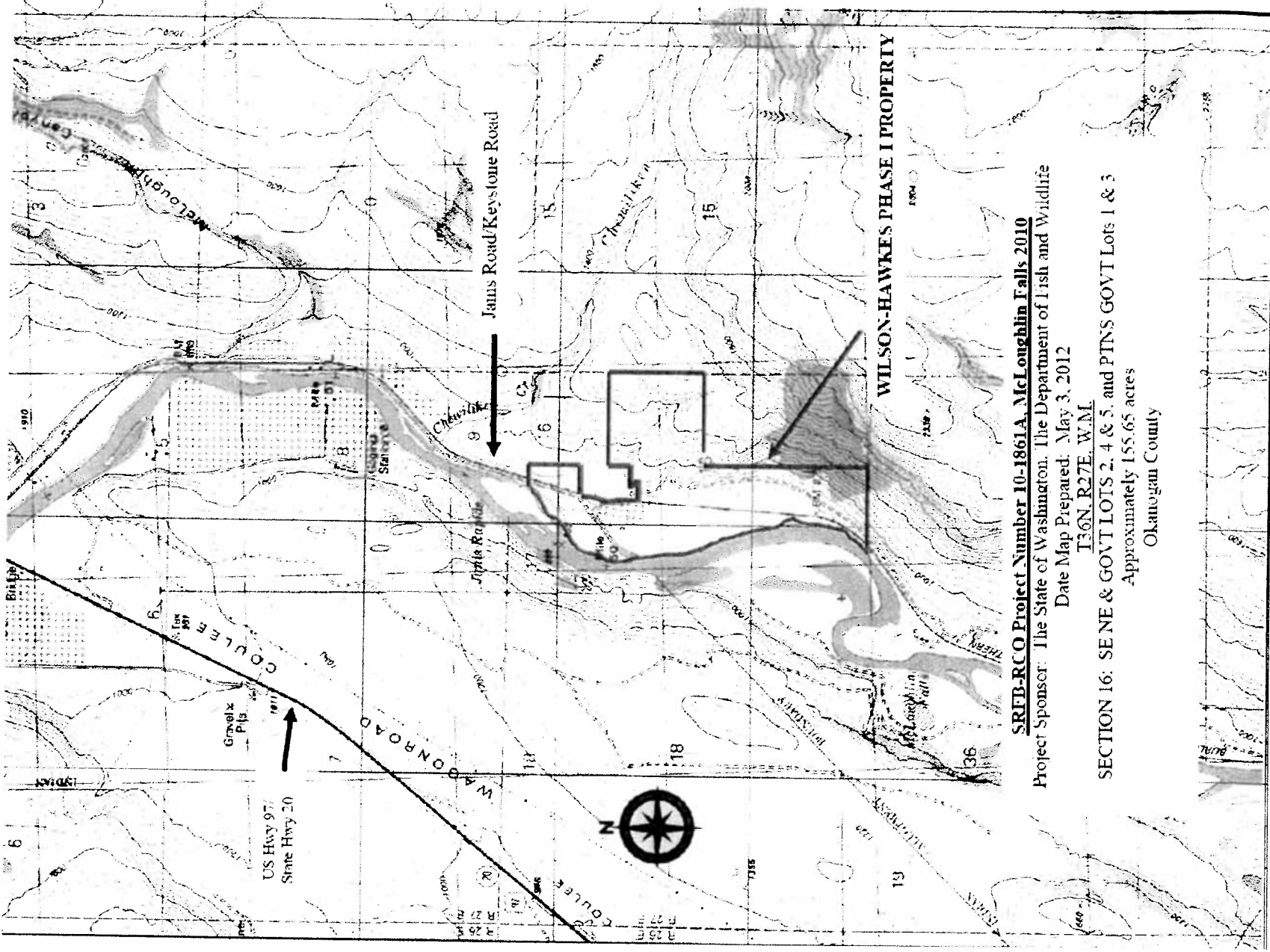
ALSO EXCEPT THAT PORTION OF SAID GOVERNMENT LOTS 1 AND 3 LYING
EASTERLY OF THE ABOVE REFERENCED RAILWAY, DESCRIBED AS FOLLOWS:

THE SOUTH 450 FEET OF GOVERNMENT LOT 1, AND THE NORTH 310 FEET OF
GOVERNMENT LOT 3, EXCEPT THE SOUTH 160 FEET OF THE EAST 450 FEET OF
SAID NORTH 310 FEET.





EXHIBIT B
Wilson-Hawkes Phase I Property Map



SRFB-RCO Project Number 10-1861A, McLoughlin Falls 2010
Project Sponsor: The State of Washington, The Department of Fish and Wildlife
Date Map Prepared: May 3, 2012
T36N, R27E, W1E
SECTION 16: SENE & GOVT LOTS 2, 4 & 5, and PTNS GOVT Lots 1 & 3
Approximately 155.65 acres
Okanogan County

KL