



Upon Recording Return To:
Washington Recreation and Conservation Office
PO Box 40917
Olympia, WA 98504-0917
Attn: Mike Ramsey

EXCISE TAX EXEMPT

MAR 28 2013

Ana María d. Nuñez, CPA
Island County Treasurer

E13004
CT-104344

Deed of Right to Use Land for Salmon Recovery Purposes

Grantor: Island County, a political subdivision of the State of Washington
Grantee: STATE OF WASHINGTON, acting by and through the
WASHINGTON STATE SALMON RECOVERY FUNDING BOARD,
and the RECREATION AND CONSERVATION OFFICE, including
any successor agencies
Abbreviated Legal Description: Gov't Lot 1, Sec. 5, and Gov't Lot 1, Sec. 8, all in Twp.31N, R 3E,
W.M., Island County, Washington (More particularly described in
Exhibit "A" (Legal Description))

The Grantor enters this Deed for and in consideration of monies coming in whole or in part from the Puget Sound Estuary and Salmon Restoration Program Account, which is made pursuant to the Project agreement entered into between the The Nature Conservancy and the Grantee entitled Project Number 11-1651A signed by The Nature Conservancy on the 26th day of March 2012, and the Grantee the 20th day of April 2012, and The Nature Conservancy having conveyed the property described on Exhibit A to Island County by Statutory Warranty Deed dated February 14, 2013, and through the Aquatic Lands Enhancement Act of the State of Washington, which is make pursuant to the Project agreement entered into between the grantor and the grantee entitled Project Number 10-1438A signed by the Grantor on the 14th Day of November 2011, and the Grantee the 21st Day of November 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, 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 agreements, including protecting, preserving, restoring and/or enhancing the habitat functions on the Real Property, which includes tidelands, forested shoreline, and associated upland habitat. This habitat supports or may support priority species or groups of species including but not limited to forage fish and salmon.

2. The Grantor shall allow public access to the Property as provided in the project agreements. Such access shall be subject to the restrictions allowed under the project agreements, 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 Salmon Recovery purposes and the project agreement.
3. The Grantor shall allow access by the Grantee to inspect the Real Property for compliance with the terms of this Deed and the applicable project agreements to which the Grantor is a signatory. Such access shall be subject to the restrictions, if any, allowed under the project agreements, 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 agreements 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 purposes herein granted and as stated in the project agreements. The Grantor shall also not grant or suffer the creation of any property interest that is inconsistent with the salmon recovery purposes herein granted and as stated in the project agreement.

Grantee's consent to an inconsistent use of 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 salmon recovery land must be of reasonable equivalent habitat qualities, characteristics and location for the salmon recovery purposes as the Real Property prior to any inconsistent use; (2) 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 (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 the Deed, the project agreements include 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 unless specific approval has been granted by the Washington State Recreation and Conservation Office and/or the Washington State Salmon Recovery Funding Board or its successors.

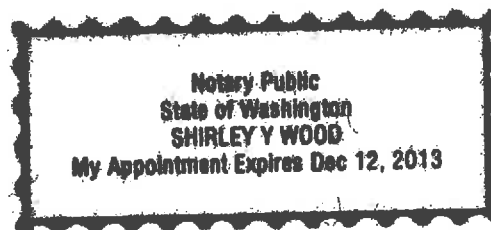
The Washington State Recreation and Conservation Office and the Salmon Recovery Funding Board and/or its successors shall each have a separate and independent right to enforce the terms of this Deed.

REMAINDER OF PAGE IS INTENTIONALLY BLANK; SIGNATURE PAGES FOLLOW

ISLAND COUNTY

STATE OF WASHINGTON)
)ss
COUNTY OF Island)

 Notary Public in and for the State of Washington,
 Residing at Clinton, Wa
 My appointment expires 12-12-2013



kc

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

By: Kaleen Cottingham

Name: Kaleen Cottingham

Title: Director

Dated this 4th day of February, 2013.

STATE OF WASHINGTON)
COUNTY OF Thurston)ss

I certify that I know or have satisfactory evidence that Kaleen Cottingham is the
(Signatory's Name)

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 _____ Director, _____
of 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.

Leslie Ann Frank
Notary Public in and for the State of Washington,
Residing at Thurston County
My appointment expires 7-9-13



KC

EXHIBIT A
Legal Description

The West 40 acres of Government Lot 1, Section 5, Township 31 North, Range 3 East, W.M;
EXCEPT the South 990 feet of the West 820 feet thereof;

TOGETHER WITH Government Lot 1, Section 8, Township 31 North, Range 3 East, W.M;
EXCEPT the West 820 feet thereof.

Also known as Parcel "A" of Boundary Line Adjustment 106/12, as recorded under Island
County Auditor's File No. 4317579.

Situate in the County of Island, State of Washington.

END OF EXHIBIT A

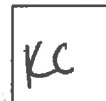
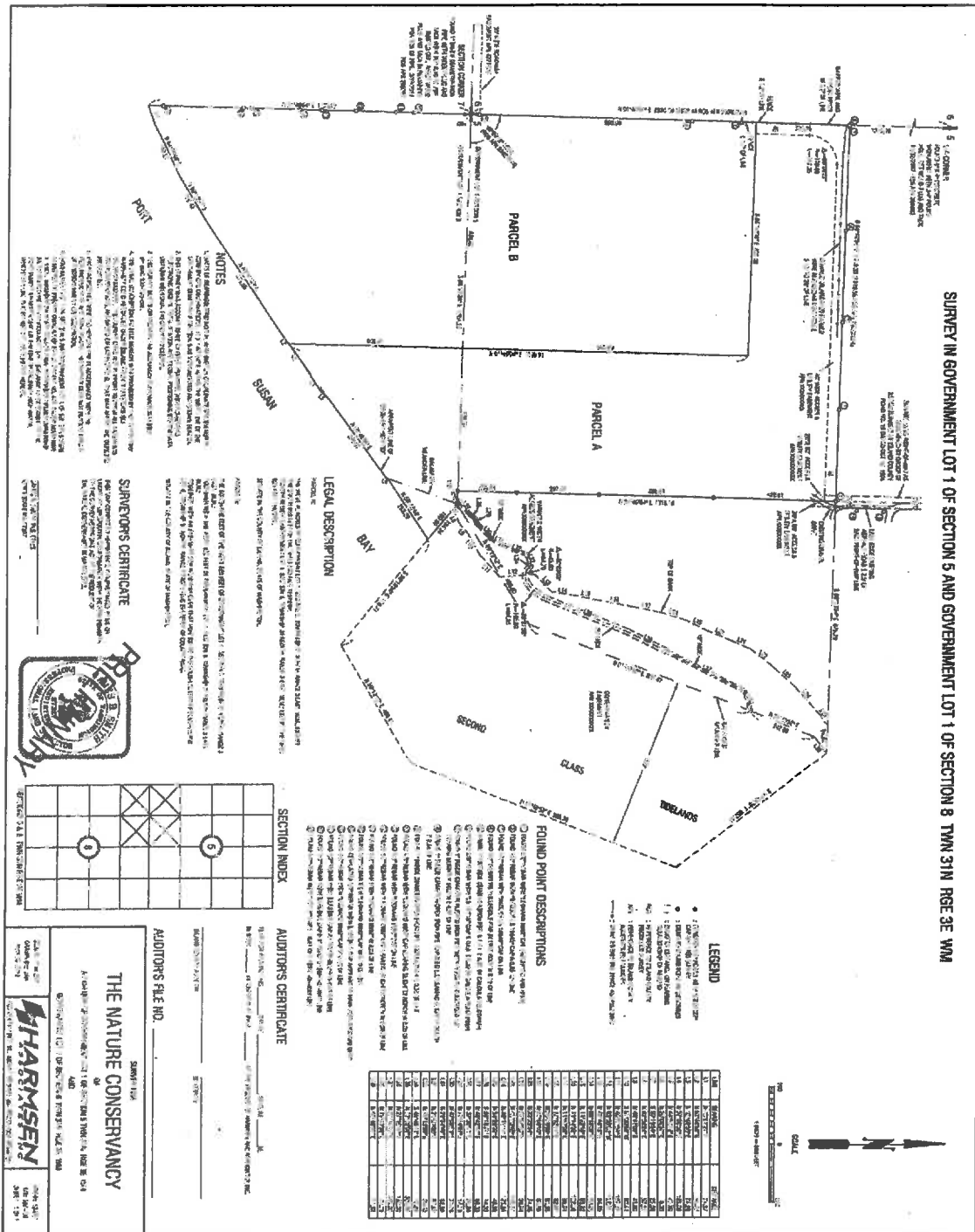


Exhibit B

Property Map



END OF EXHIBIT B

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