

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

**DEED OF RIGHT TO USE LAND FOR
SALMON RECOVERY PURPOSES**

Grantor: Heernett Environmental Foundation

Grantee: 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.

Abbreviated
Legal

Description: Section 09 Township 15 Range 3W Quarter NW & SW BLA-08106977TC TR
C Document 4038130

Assessor's Property Tax Parcel Number(s): 83410000800

The Grantor enters this Deed for and in consideration of monies coming in whole or in part from the General Fund Federal - Salmon Recovery Funding Board Account. Such grant is made pursuant to the Project Agreement entered into between the Grantor and the Grantee entitled Wiens Farm Acquisition Project Project Number 12-1189A signed by the Grantor on the 23th day of January 2013 and the Grantee the 18th day of January 2013 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: 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; frontage on the Chehalis River, two Chehalis River side channels, frontage on Scatter Creek, mature riparian, some floodplain, and some upland habitat. This habitat supports or may support priority species or groups of species including but not limited to: coho and chum salmon; and steelhead and cutthroat trout.

1. 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 salmon recovery purposes and the Project Agreement.

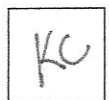
2. The Grantor shall allow access by the Grantee to inspect the Real Property for compliance with the terms of this Deed and the applicable Project Agreement to which the Grantor is a signatory. Such access shall be subject to the restrictions, if any, allowed under the Project Agreement, by written 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.
3. 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 salmon recovery 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 salmon recovery 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 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; (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 this Deed, the Project Agreement includes any amendments thereto that occurred prior to or may occur subsequent to the execution of this Deed.

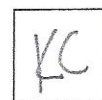
This Deed contains covenants running with the land and shall be binding upon the Grantor, its successors and assigns, and upon any person acquiring the Property, or any portion thereof, or any interest therein, including a leasehold interest, whether by operation of law or otherwise. If the Grantor sells 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 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



GRANTOR:

Sponsor Name: Heernett Environmental Foundation

By: Gabriele Heertje

Name: Gabriele Heertje

Title: VP

Dated this 23 day of Oct, 2013

Virginia
STATE OF ~~WASHINGTON~~)
) ss
COUNTY OF Orange)

I certify that I know or have satisfactory evidence that Gabriele Heertje
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 VP for the Sponsor,
Heernett Environmental Foundation and to be the free and voluntary act of such party for the
uses and purposes mentioned in the instrument.

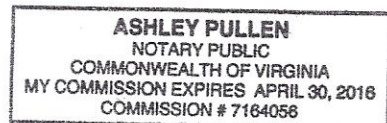
Dated: October 23 2013

Signed: [Signature]

Notary Public in and for the State of Virginia

residing in Orange County

My commission expires April 30 2016



REMAINDER OF PAGE IS INTENTIONALLY BLANK; ADDITIONAL SIGNATURE PAGE
FOLLOWS

GRANTEE:

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

By: Kaleen Cottingham

Name: Kaleen Cottingham

Title: Director

Dated this 1st day of October, 2013

STATE OF WASHINGTON)
COUNTY OF Thurston) ss

I certify that I know or have satisfactory evidence that Kaleen Cottingham 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 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 11, 2013

Signed: Leslie Ann Frank

Notary Public in and for the State of Washington,
residing in Thurston County

My commission expires 7-9-17

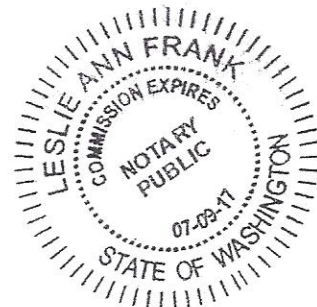


EXHIBIT A
Legal Description

TRACT 1 ("TRACT 1") AS SHOWN ON RECORD OF SURVEY FOR LARGE LOT SUBDIVISION EXEMPTION RECORDED OCTOBER 4, 2013 UNDER THURSTON COUNTY AUDITOR'S FILE NO. 4362774 ("SURVEY"), WHICH IS FURTHER DESCRIBED AS FOLLOWS:

THAT PORTION OF PARCEL C OF THURSTON COUNTY BOUNDARY LINE ADJUSTMENT NO. BLA 08-106977 TC AS RECORDED UNDER THURSTON COUNTY AUDITOR'S FILE NUMBER 4038130 LYING SOUTHERLY OF A LINE DESCRIBED AS BEGINNING ON THE WEST LINE OF SAID PARCEL C AT A POINT WHICH BEARS SOUTH 2°29'45" WEST 3646.39 FEET FROM THE NORTHWEST CORNER OF SECTION 9, TOWNSHIP 15 NORTH, RANGE 3 WEST, W.M.; THENCE NORTH 71°00'00" EAST 390.00 FEET; THENCE NORTH 64°00'00" EAST 352.00 FEET; THENCE NORTH 74°00'00" EAST 445.00 FEET; THENCE SOUTH 75°00'00" EAST 208.00 FEET; THENCE NORTH 62°00'00" EAST 527.82 FEET, MORE OR LESS, TO THE EAST LINE OF SAID PARCEL C AND THE TERMINUS OF SAID LINE.

TOGETHER WITH A NON-EXCLUSIVE EASEMENT BENEFITING TRACT 1 FOR INGRESS AND EGRESS OVER AN EXISTING FARM ROAD LOCATED ON, AND BURDENING, PARCEL B OF BLA 08 106977 TC ("PARCEL B") AND TRACT 2 AS SHOWN ON SAID SURVEY ("TRACT 2"), AS THAT ROAD IS SHOWN ON SAID SURVEY, WHICH EASEMENT SHALL RUN WITH THE LAND.

TOGETHER WITH THE RIGHT, HEREBY VESTED IN TRACT 1, TO DRAW FROM IRRIGATION WELL "A" LOCATED ON TRACT 2 AS SHOWN ON SAID SURVEY, ONE HUNDRED FIFTY (150) GALLONS PER MINUTE OR SEVENTY (70) ACRE- FEET OF WATER PER YEAR FOR THE IRRIGATION OF THIRTY-FIVE (35) ACRES ON TRACT 1 AS DESCRIBED IN CERTIFICATE OF GROUND WATER RIGHT NO. 6 ISSUED UNDER GROUND WATER PERMIT NO. 1065 TO WILBERT BREWER ON JULY 22, 1949 AND RECORDED IN VOLUME 6 AT PAGE NO. 2760-A OF RECORDS OF THE STATE OF WASHINGTON FOR THURSTON COUNTY. THE FOREGOING CONVEYANCE DOES NOT CHANGE ANY ATTRIBUTE OF THE WATER RIGHTS HEREIN CONVEYED.

SUBJECT TO AN IRRIGATION SYSTEM USE AND MAINTENANCE AGREEMENT DATED OCTOBER 15, 2013 BETWEEN SOUTH OF THE SOUND COMMUNITY LAND TRUST AND HEERNETT FOUNDATION, INC. DBA HEERNETT FOUNDATION TO BE RECORDED IN THE THURSTON COUNTY AUDITOR'S OFFICE.

RESERVING UNTO THE GRANTORS FOR USE ON TRACT 2 AND PARCEL B THOSE WATER RIGHTS GRANTED BY THE STATE OF WASHINGTON IN CERTIFICATE OF GROUND WATER RIGHT G 2-00077 C AND CERTIFICATE OF SURFACE WATER RIGHT S 2-22010 C. THE FOREGOING RESERVATION DOES NOT CHANGE ANY ATTRIBUTE OF THE WATER RIGHTS HEREIN RESERVED.

RESERVING UNTO THE GRANTORS, THEIR HEIRS, SUCCESSORS, PERSONAL REPRESENTATIVES, ADMINISTRATORS AND ASSIGNS, A NON-EXCLUSIVE EASEMENT, BENEFITING TRACT 2 AND PARCEL B, OVER, AND BURDENING, TRACT 1, FOR INGRESS AND EGRESS TO MAINTAIN THAT PORTION OF GRANTORS' IRRIGATION SYSTEM LOCATED ON TRACT 1 AND TO DRAW WATER FROM THE CHEHALIS RIVER PURSUANT TO SURFACE WATER RIGHT S 2-22010 C. THE RESERVED EASEMENT COMMENCES AT THE NORTHERN BOUNDARY OF TRACT 1 AS SHOWN ON THE SURVEY AND CONTINUES TO THE CHEHALIS RIVER AND INCLUDES THE RIGHT TO TURN AROUND AT THE TERMINUS OF THE EASEMENT. THIS EASEMENT SHALL TERMINATE WHEN THE OWNER OF TRACT 2 AND PARCEL B PROVIDES A WRITTEN NOTICE OF ABANDONMENT TO GRANTEE IN RECORDABLE FORM, WHICH THE OWNER OF TRACT 2 AND PARCEL B SHALL PROVIDE WITHIN TWO MONTHS OF RECEIPT OF NOTICE FROM THE STATE OF WASHINGTON THAT SURFACE WATER RIGHT S 2-22010 C HAS BEEN CONVERTED TO A GROUND WATER RIGHT.

SUBJECT TO ALL OTHER EASEMENTS, RESTRICTIONS AND RESERVATIONS OF RECORD.

EXHIBIT B Property Map

Tract 1 is the property encumbered by the Deed of Right.

