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06/26/2009 04:00:55 PM
Recording Fee \$57.00 Page 1 of 16
Easement SPOKANE, COUNTY TITLE CO
Spokane County Washington



RECORDING REQUESTED BY AND)
WHEN RECORDED RETURN TO:)
U.S. Fish and Wildlife Service)
Division of Realty and Refuge Information)
911 NE 11th Avenue)
Portland, OR 97232)
Attention: Catherine Sheppard)

S-131575

UNITED STATES DEPARTMENT OF THE INTERIOR
U.S. FISH AND WILDLIFE SERVICE

CONVEYANCE OF EASEMENT FOR WILDLIFE HABITAT CONSERVATION

Notice: This document affects portions of tax parcels 23351.9019,
23351.9020, 23351.9021, 23351.9022, 23351.9046, 23355.9017, 23355.9034,
and 23355.9035. See full legal in Exhibit A. - Pg 13-14

Pln E 1/2 35-23-42

THIS INDENTURE made as of the date of execution of this document
by and between DARWIN R. AND REBECCA L. SCIBA, husband and wife,
Grantors, and the UNITED STATES OF AMERICA, acting by and through the
Secretary of the Interior or his authorized representative, the U.S. Fish &
Wildlife Service, Grantee.

WITNESSETH:

WHEREAS, the Migratory Bird Conservation Act, 16 U.S.C. § 715-
715d, § 715e, § 715f-715r, the Migratory Bird Hunting and Conservation Stamp
Act, 16 U.S.C. § 718-718h, the Fish and Wildlife Act of 1956, 16 U.S.C § 742a-

6/26/2009 MAD

\$809.92 200906624

742j and the Emergency Wetlands Resources Act of 1986, 16 U.S.C. § 3901-3931 authorize the Secretary of the Interior to acquire small wetland or pothole areas or interests therein suitable for waterfowl habitat for the development, advancement, management, conservation and protection of fish and wildlife resources.

WHEREAS, the lands described below in Part I contain or include a wetland area suitable for conserving its natural values for wildlife habitat.

NOW THEREFORE, for and in consideration of the sum of Forty Five Thousand Two Hundred Twenty and no/100 Dollars (\$45,220.00), the Grantors do hereby convey to the United States a permanent Easement for conservation of the land described in Part I as wildlife habitat. This Easement shall constitute a servitude upon the land so encumbered, shall run with the land in perpetuity and shall bind the Grantors, their heirs, successors, assigns, lessees, and any other person claiming under them.

SUBJECT, however, to all valid rights of record, if any.

PART I. Description of the Easement Area. The lands encumbered by this Easement Deed, referred to hereafter as the Easement Area, are described in Exhibit A and depicted on Exhibit B which are appended to and made a part of this Easement.

TOGETHER with a right of access for ingress and egress to the Easement Area as described in EXHIBIT A for the United States authorized representative, U.S. Fish and Wildlife Service, for the purposes of exercising its rights under this Easement. The right of entry and access herein described does not extend to the public or any person or entity other than the U.S. Fish and Wildlife Service, its agents (third parties providing work or services for the U.S. Fish and Wildlife Service related to the easement), employees, successors, and assigns. See Part V.

PART II. Purposes of the Easement. The purposes of the Easement are to retain the Easement Area in perpetuity for the protection and management of fish and wildlife resources and to maintain and enhance the quality of these lands and wetlands to provide natural cover and food for a varied array of aquatic, terrestrial and avian wildlife, particularly migratory birds and threatened and endangered species, and to prevent any use of the Easement Area that is incompatible with the conservation values of the Easement Area, its wildlife habitat, natural resources or associated ecosystems.

PART III. Obligations of the Grantors. The Grantors, for themselves, and for their heirs, successors, agents, assigns, lessees, and any other person claiming under them, covenant and agree that they will:

- A. Protect Easement Area. Cooperate in the maintenance and protection of the Easement Area in furtherance of the Purposes of the Easement.
- B. Pay Costs of Ownership. Pay all costs of ownership including any and all real property and other taxes or assessments levied on the Easement Area.
- C. Maintain Fences. Except for establishment costs incurred by the Grantee and replacement costs not due to the Grantors' negligence or malfeasance, pay all other costs involved in the routine maintenance of fences and gates to exclude livestock. Examples of routine fence repair and maintenance that will be the Grantors' responsibility include, but are not limited to: fixing broken or loose wires, straightening leaning posts, removing fallen trees or other vegetation on/along fences and tightening fences.
- D. Weeds and Pest Control. Undertake noxious weed and pest/vector control in accordance with federal, state and local statutes and regulations. Methods used to control noxious weeds and pests must be approved in writing by the Grantee prior to implementation by the Grantors.
- E. Comply with other terms of Easement. Comply with all other terms and conditions of the Easement.

PART IV. Prohibited Uses of the Easement Area. The Grantors, their heirs, successors, assigns, lessees, and any other person claiming under them shall not undertake or allow uses or practices in the Easement Area that are inconsistent with the purposes of this Easement. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited, or restricted as specified, upon or within the Easement Area except with the prior written consent of the U.S. Fish and Wildlife Service.

- A. Commercial or industrial activities or uses.
- B. Access by third parties except as provided in Part I and Part V.C.

C. Further division of current lots as depicted in Exhibit B.

D. Construction of buildings, docks, bridges, or other structures including, but not limited to, transmission or receiving towers; energy facilities; water tanks; water wells; irrigation ditches; pipelines; mobile homes; house trailers; temporary shelters or vehicles of any sort providing living quarters on the easement area; provided, however, that this does not prohibit the Grantors from maintaining and repairing existing structures or improvements or constructing temporary hunting blinds.

E. Building of any new roads or widening of existing roads except if deemed necessary by mutual consent and with prior written approval of the U.S. Fish and Wildlife Service. Grantors may replace existing roads at the same location with roads of like size and composition. Grantors may maintain existing roads by removal of dead vegetation, pruning or removal of hazardous trees and plants, application of permeable materials necessary to correct erosion, the placing of culverts or other necessary water control structures, and maintenance of roadside ditches.

F. Leasing of all or any part of the Easement Area.

G. Explorations for, excavation, extraction, mining, drilling or transporting of oil, gas, minerals, hydrocarbon products, or geothermal resources within the Easement Area. Any such activities involving resources underlying the Easement Area shall be conducted outside the Easement Area, and shall be conducted in a manner that is consistent with the purposes of the Easement.

H. Filling, excavating, dredging, mining, or use of any surface mining method to remove topsoil, sand, gravel, rock, peat, or other similar materials, or effecting any change in the topography of the land in any manner except to implement the purposes of the Easement or to otherwise protect the present and restored condition of the Easement Area. Any such activity must have prior written approval from the U.S. Fish and Wildlife Service.

I. Introduction of non-native plant or animal species.

J. Agricultural activities including, but not limited to, farming, horticulture, nursery, aquaculture, animal husbandry, and cattle and livestock activities.

K. Cutting, removal, or destruction of grasses or any other vegetation on the Easement Area except for the following reasons: to implement the purposes of the Easement, fire protection, hazard removal, maintenance of existing roads, tick and mosquito control, or to otherwise protect the present and restored condition of the Easement Area. Any such activity must have prior written approval of the U.S. Fish and Wildlife Service.

L. Cutting or harvesting of timber or other tree removal on or from the Easement Area except for the following reasons: to implement the purposes of the Easement, fire protection, hazard removal, or to otherwise protect the present and restored condition of the Easement Area. Any such activity must have prior written approval of the U.S. Fish and Wildlife Service.

M. Dredging, draining, channeling, filling, leveling, pumping, diking, impounding or manipulation of natural water courses; alteration of or tampering with water control structures or devices; and diversion of surface or underground water out of the Easement Area by any means except to implement the purposes of the Easement or to otherwise protect the present and restored condition of the Easement Area. Any such activity must have prior written approval of the U.S. Fish and Wildlife Service.

N. Use of any portion of the Easement Area for: sanitary landfill; underground storage tanks; incineration of waste or other materials; or dumping, storing, disposal or treatment of refuse, trash, garbage, rubbish, junk, ashes, or waste.

O. Release, generate, treat, use, dispose, abandon, or move in, on, from or across the Easement Area a Hazardous Substance (as defined in Part VI.C) or otherwise contaminate the air, water, soil in any way harmful or threatening to human health or the environment.

P. Construction or placement of signs, including but not limited to billboards or any advertising materials of any sort, on the Easement Area, except for directional signs, signs indicating and identifying occupancy, and signs advertising the sale of property as long as such signs do not exceed 14 inches by 18 inches in size.

Q. Use of motorized boats or vehicles in the Easement Area except as needed for weed or pest control and fence maintenance. Any other use of motorized vehicles will require prior written approval of the U.S. Fish and Wildlife Service.

PART V. Rights of the United States of America (U.S. Fish and Wildlife Service).

A. National Wildlife Refuge System. The rights and interests granted to the United States of America herein shall become part of the National Wildlife Refuge System and shall be administered by the U.S. Fish and Wildlife Service pursuant to applicable law.

B. Management activities. The U.S. Fish and Wildlife Service shall have the right to undertake, at its own expense or on a cost-share basis with other entities, any activities to restore, protect, manage, maintain, enhance, and monitor the wetland, wildlife and other natural values of the Easement Area. The U.S. Fish and Wildlife Service may apply or impound additional waters on the Easement Area in order to maintain or improve wetland and other natural values.

C. Access. The U.S. Fish and Wildlife Service shall have a right of reasonable ingress and egress to the Easement Area over those portions of the Grantors' property described in Exhibit A, including parking of vehicles for the exercise of any of the rights of the Grantee under this Easement deed. Authorized representatives of the U.S. Fish and Wildlife Service may utilize vehicles and other reasonable modes of transportation for access purposes. Access into the Easement Area will be through a gate depicted on Exhibit B.

D. Delegations. Consistent with applicable law, the U.S. Fish and Wildlife Service may delegate all or part of the management or monitoring responsibilities under this Easement to any entity authorized by law that the U.S. Fish and Wildlife Service determines to have the appropriate authority, expertise and resources necessary to carry out such delegated responsibilities. State and federal agencies may utilize their general statutory authorities in the administration of any delegated management or monitoring responsibilities for this easement.

E. Enforcement. Grantee has the right to enforce this Easement by proceedings at law and in equity including but not limited to the right to require restoration of the Easement Area to a condition in compliance herewith.

PART VI. General Provisions.

A. Successors in Interest. The rights granted to the Grantee shall accrue to its employees, agents, contractors, successors, or assigns. All obligations of the Grantors under this Easement shall also bind the Grantors' heirs, successors, agents, assigns, lessees, and any other person claiming under them. All the Grantors who are parties to this Easement shall be jointly and severally liable for compliance with its terms.

B. Liability for Injury to Person or Property. Except as specifically provided herein, Grantee does not assume any of Grantors' potential liability or responsibility for any injury to person or property related in any way to the Easement Area, nor have any obligation to undertake defense or payment of any such claim or action, whether in existence now or brought in the future; provided, however, that the Federal government, in the manner and to the extent provided by the Federal Tort Claims Act, as amended (28 U.S. C. § 1346, 2671-2680), shall be liable for and shall hold the Grantors harmless from claims for damage or loss of property, personal injury or death caused by the negligent or wrongful acts or omissions of any employee of the Federal government while acting within the scope of his office of employment in the performance of this agreement.

C. Environmental Responsibilities.

a. "Hazardous Substance" shall include, but not be limited to, any hazardous or toxic substance, material or waste which is (1) petroleum or petroleum derivative; (2) asbestos; (3) polychlorinated biphenyls (PCBs); (4) designated as "Dangerous Waste" or "Extremely Hazardous Waste" by the State of Washington under authority of the Hazardous Waste Disposal Act, RCW Chap. 70-10, and associated regulations, WAC Chap. 173-303; (5) designated as "Hazardous Substance" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S. C. § 9601 et seq.; (6) designated as "Hazardous Waste" pursuant to the Resource Conservation and Recovery Act (RCRA), 42 U.S. C. § 6901, et seq.; (7) designated as a "hazardous Substance" under the Clean Water Act, 33 U.S. C. § 1321, or listed pursuant to 33 U.S.C. § 1317; (8) listed by the U.S. Department of Transportation at 49 C. F. R. 172.101 or the U.S. Environmental Protection Agency at 40 C.F. R. Pt. 302; (9) is subject to corrective action requirements pursuant to Section

3003 or RCRA; (10) nuclear or radioactive material; and (11) any other substance, waste or material which is regulated as hazardous, dangerous or solid waste pursuant to any applicable federal, state, or local statute, ordinance, rule or regulation.

b. Except as specifically provided herein, the Grantee does not assume any of the Grantors' potential liability or responsibility for contamination nor have any obligation to undertake defense or payment of any claim or action, whether in existence now or brought in the future, caused by the existence of Hazardous Substances on any portion of the Easement Area; provided, however, that the Grantee shall be responsible for its appropriate share of costs associated with any removal or remedial action required by applicable federal, state or local laws or regulations which arise solely as a result of its management actions on the Easement Area or as a result of the actions of others present on the Easement Area under authority of the Grantee.

c. This section is intended to govern the allocation of responsibility between Grantors and Grantee for any Hazardous Substances. Nothing in this Easement shall be construed to prevent either Party from bringing a cost recovery, contribution, or other action against a third person or parties.

d. The Parties shall each undertake to notify the other as soon as reasonably possible of the discovery, release or threatened release of any Hazardous Substance.

e. If requested, the Parties shall each provide the other with copies of any and all reports, studies or audits which pertain to environmental issues or concerns associated with the Easement Area and which are or were prepared by or for either Party, including but not limited to split samples of any test samples obtained by or for either of the Parties, and validated final data, quality assurance/quality control information, and chain of custody information associated with any tests or sampling performed by or on behalf of either Party. The additional cost, if any, of split samples shall be borne by the requesting Party.

D. Availability of Funds. Implementation of the provisions of this Easement by Grantee is subject to the requirements of the Anti-Deficiency Act 31 U.S.C. § 1341 (a)(1), and the availability of appropriated funds. Nothing in this agreement will be construed as requiring expenditures which exceed available appropriations or as implying that the United States Congress will at any later date appropriate funds sufficient to meet any deficit.

E. Subsequent Liens. No provision of this Easement shall be construed as impairing the ability of the Grantors to use their retained interest in the Easement Area as collateral for a monetary loan or other form of borrowing.

F. Permits and Approvals. Grantors will retain responsibility for obtaining any applicable governmental permits and approvals for Grantors' activities and uses of the Easement Area.

G. Ownership of Dredged or Excavated Material. During the course of maintenance and restoration activities, Grantors retain ownership of all materials removed through dredging and excavation except for materials needed for use in the actual restoration project in order to meet the intent of the Easement.

H. Subsequent Conveyance. Grantors will include reference to all terms and conditions of this Easement in any subsequent deed or legal instrument by which the Grantors divest themselves of the fee simple in the Easement Area, or their possessory interest in any portion of the Easement Area. To this end, Grantee will record the document in Spokane County, Washington. Grantors will notify the U.S. Fish and Wildlife Service in writing of any changes in ownership, transfer of title or other conveyance of the Easement Area and said changes shall be appended to this document as an amendment with said amendment also recorded in Spokane County, Washington, by Grantee.

I. Termination of Rights and Obligations. A Party's rights and obligations under this Easement terminate upon transfer of the party's interest in the Easement Area, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

J. Amendment. Grantors and Grantee may jointly amend this Easement in writing provided that any amendment shall be consistent with the purposes set forth in Part I. Any such

amendment shall be recorded by Grantee in Spokane County, Washington.

K. Warranty. The Grantors covenant that they are vested with good title to the Easement Area and will warrant and defend the same on behalf of the Grantee against all claims and demands.

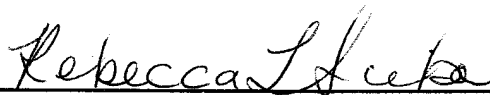
L. Notices/Approvals. Any notices or approval requests required in this Easement will be sent by registered or certified mail, or commercial overnight carrier, to the following addresses below or to such address as may be hereafter specified by notice in writing.

U.S. Fish and Wildlife Service	Darwin R. and Rebecca L. Sciba
Turnbull National Wildlife Refuge	23421 S. Gateway Lane
26010 S. Smith Road	Cheney, Washington 99004
Cheney, Washington 99004-9326	

M. Response of Grantee. Where the provisions of this Easement require Grantor to obtain written approval or consent from Grantee, Grantee shall provide, to the extent practicable, an answer within thirty (30) days. If it is not practicable to provide a substantive response within such time, Grantee shall advise Grantor approximately how long it will take to provide a substantive response.

In Witness Whereof, the Grantors have executed this instrument this 25 day of June, 2009.

By: 
Darwin R. Sciba

By: 
Rebecca L. Sciba

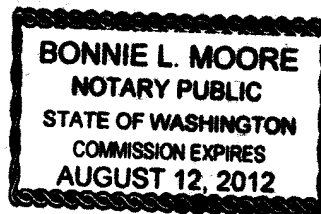
ACKNOWLEDGMENT

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this 25 day of June, 2009, before me Bonnie Moore,
a Notary Public, personally appeared Garwin R. and Rebecca L. Sciba,
known to me to be the person(s) described in and who executed the foregoing
instrument and acknowledged to me he/she/they executed the same as
his/her/their free act and deed.

WITNESS my hand and official seal.

Bonnie Moore
(Signature)



My Commission expires: 8-12-12

ACKNOWLEDGMENT

STATE OF _____)
) ss.
County of _____)


On this _____ day of _____, 2009, before me _____,
a Notary Public, personally appeared _____,
known to me to be the person(s) described in and who executed the foregoing
instrument and acknowledged to me he/she/they executed the same as
his/her/their free act and deed.

WITNESS my hand and official seal.

(Signature)

My Commission expires: _____

In Witness Whereof, the Grantee has executed this instrument this 22 day of June, 2009.

By: 

Miriam S. Mazel, Realty Officer

ACKNOWLEDGMENT


STATE OF OREGON)
) ss.
County of Multnomah)

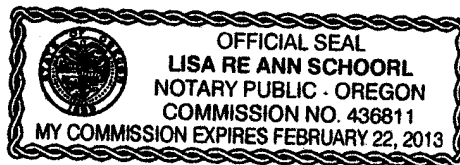
On this 22nd day of June, 2009, before me Lisa Schoorl,
a Notary Public, personally appeared Miriam S. Mazel,
(Name)

_____, personally known to me or proved to
(Title)

me on the basis of satisfactory evidence to be the person whose name is
subscribed to the within instrument and acknowledged to me he/she executed the
same on behalf of the Department of the Interior, U.S. Fish and Wildlife Service.

WITNESS my hand and official seal.


(Signature)



My Commission expires: Feb. 22, 2013

Exhibit A

That portion of the East half of Section 35, Township 23 North Range 42 East of the Willamette Meridian, Spokane County, Washington, described as follows:

Commencing at the Southeast corner of the Northeast quarter of said Section 35; Thence North 2°15'54" West, on the East line of said Northeast quarter, a distance of 575.20 feet to the POINT OF BEGINNING, being a 5/8" steel rod with plastic cap marked "DEA Inc. 35141" as shown on that Record of Survey recorded in Book 131 of Surveys at Page 64 (Auditor's File No. 5634577), Records of Spokane County, Washington;

Then South 66°39'56" West, a distance of 392.01 feet to a 5/8" steel rod with plastic cap marked "DEA Inc. 35141";

Then South 54°02'50" West, a distance of 308.19 feet to a 5/8" steel rod with plastic cap marked "DEA Inc. 35141";

Then South 54°34'12" West, a distance of 294.81 feet to a 5/8" steel rod with plastic cap marked "DEA Inc. 35141";

Then South 63°11'28" West, a distance of 240.88 feet to a 5/8" steel rod with plastic cap marked "DEA Inc. 35141";

Then South 71°11'45" West, a distance of 279.90 feet to a 5/8" steel rod with plastic cap marked "DEA Inc. 35141";

Then South 83°18'25" West, a distance of 300.43 feet to the West line of that certain Parcel described in Warranty Deed number 5271834 and a 5/8" steel rod with plastic cap marked "RAMCO LS 10401", as shown on that Record of Survey recorded in Book 98 of Surveys at Page 9 (Auditor's File No. 4607143), Records of Spokane County, Washington;

Then North 02°16'47" West, on the West line of said Parcel, a distance of 784.84 feet to the South line of Parcel "C" as described in Warranty Deed number 5305188 and a 5/8" steel rod with plastic cap marked "RAMCO LS 10401";

Then South 88°02'41" West, a distance of 19.78 feet to the Southwest corner of said Parcel "C";

Then North 02°16'47" West, on the West line of said Parcel "C", a distance of 418.96 feet to a 5/8" steel rod with plastic cap marked "DEA Inc. 35141";

Then North 67°11'47" East, a distance of 490.65 feet to a 5/8" steel rod with plastic cap marked "DEA Inc. 35141";

Then North $63^{\circ}46'59''$ East, a distance of 390.77 feet to a $5/8''$ steel rod with plastic cap marked "DEA Inc. 35141";

Then North $85^{\circ}25'28''$ East, a distance of 860.20 feet to the East line of said Northeast quarter of said Section 35 and a $5/8''$ steel rod with plastic cap marked "DEA Inc. 35141";

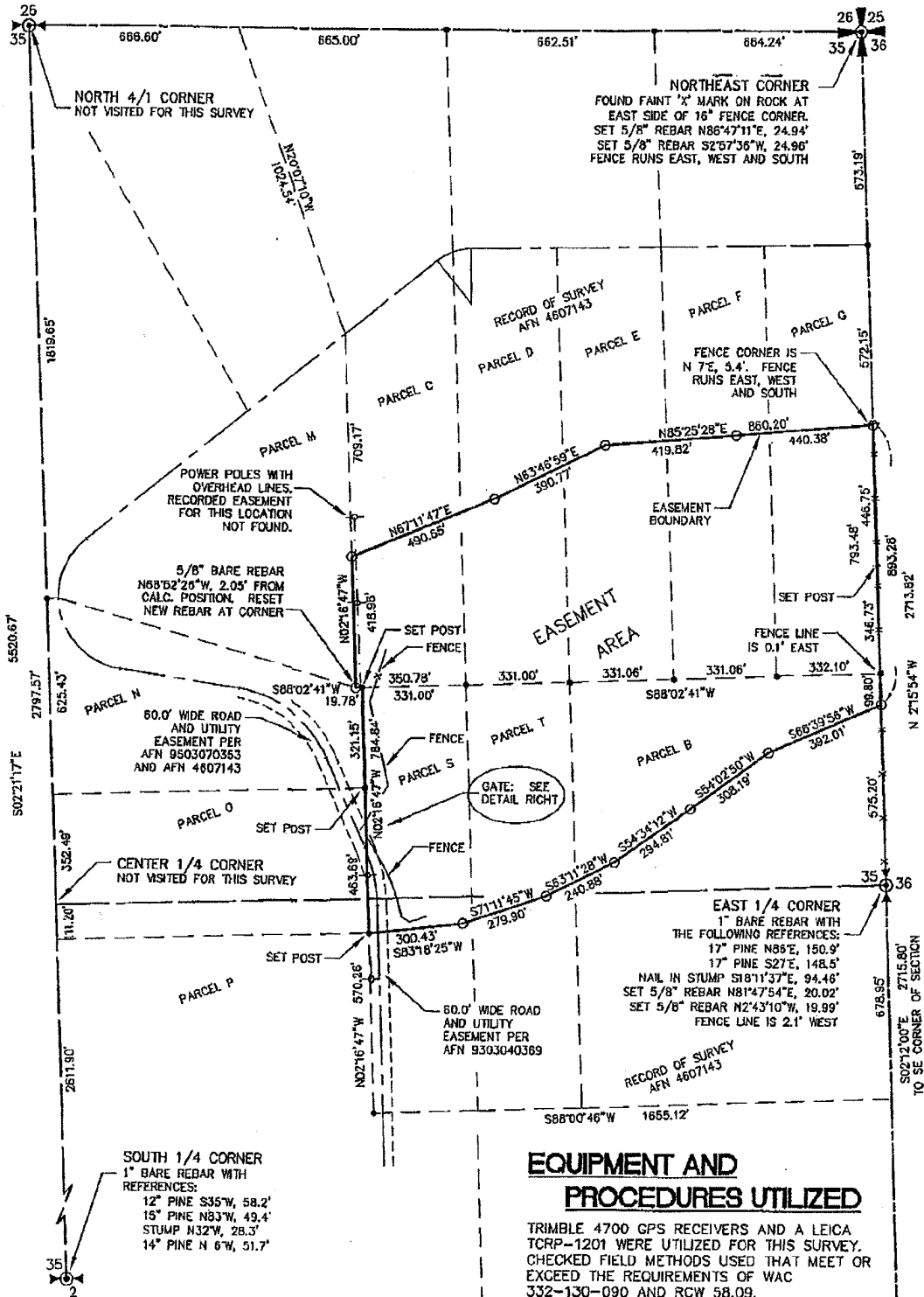
Thence South $02^{\circ}15'54''$ East, a distance of 893.28 feet to the POINT OF BEGINNING.

TOGETHER WITH an easement for ingress and egress, described as follows:

A 60-foot easement situate in the east half of Section 35, Township 23 North, Range 42 East of the W.M., Spokane County Washington, being 30 feet on each side and parallel with the following described line:

BEGINNING at the intersection of the south line of the southeast quarter of Section 35 with the west line of the east 300 feet of the southwest quarter of the southeast quarter of said Section 35; thence N $0^{\circ}04'31''$ E 2698.57 feet to the beginning of a 500.00 foot radius curve to the left, thence northwesterly along said curve through a central angle of $21^{\circ}36'00''$ an arc length of 188.50 feet, thence N $21^{\circ}31'29''$ W 313.18 feet to the beginning of a 370.00 foot radius curve to the left, thence northwesterly along said curve through a central angle of $57^{\circ}26'00''$ an arc length of 370.89 feet, thence N $78^{\circ}57'29''$ W 382.96 feet to the beginning of a 235.00 foot radius curve to the right, thence northwesterly, northerly and northeasterly along said curve through a central angle of $132^{\circ}19'15''$ an arc length of 542.72 feet, thence N $53^{\circ}21'46''$ E 1429.36 feet to the beginning of a 175.00 foot radius curve to the right, thence easterly along said curve through a central angle of $38^{\circ}05'00''$ an arc length of 116.32 feet, thence S $88^{\circ}33'14''$ E 1265.50 feet to a point 2.62 feet westerly of the east line of the northeast quarter of Section 35 and there TERMINATING.

Except that part thereof contained in Jennings Road.



EQUIPMENT AND PROCEDURES UTILIZED

TRIMBLE 4700 GPS RECEIVERS AND A LEICA TCRP-1201 WERE UTILIZED FOR THIS SURVEY. CHECKED FIELD METHODS USED THAT MEET OR EXCEED THE REQUIREMENTS OF WAC 332-130-090 AND RCW 58.09.

BASIS OF BEARING

WASHINGTON STATE PLANE, NORTH ZONE VALUES BASED ON GPS STATIC SESSIONS AND OPUS PROCESSING.

AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS 25th DAY OF JANUARY, 2008
 AT 2:59 P. M. IN BOOK 131 OF SURVEYS
 AT PAGE 64 AT THE REQUEST OF DAVID EVANS AND ASSOCIATES.



[Signature]
 COUNTY AUDITOR

LEGEND

- SET 5/8" REBAR WITH YELLOW PLASTIC CAP MARKED "DEA INC 35141" UNLESS NOTED OTHERWISE. ALSO SET 1.5" DIA. PVC PIPE (8' LONG) OVER STEEL FENCE POST ALONG SIDE REBAR.
- FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP MARKED "RAMCO LS 10401" UNLESS NOTED OTHERWISE
- R1 RECORD INFORMATION FROM BOOK 98 OF SURVEYS, PAGES 9 AND 10
- R2 RECORD INFORMATION FROM BOOK 59 OF SURVEYS, PAGE 13
- AFN AUDITOR'S FILE NUMBER
- POST SET 1.5" DIA. PVC PIPE (8' LONG) OVER STEEL FENCE POST ALONG SIDE REBAR.

PROPERTY DESCRIPTION

THE SUBJECT PROPERTY FOR THIS EASEMENT IS DESCRIBED AS PARCELS B AND T (WD 5104927), PARCEL G (WD 5176481), PARCEL S (WD 5271834) AND PARCELS C, D, E AND F (WD 5305188) AS SHOWN ON THE RECORD OF SURVEY FILED UNDER AFN 4607143.

EASEMENT DESCRIPTION

THAT PORTION OF THE EAST HALF OF SECTION 35, TOWNSHIP 23 NORTH, RANGE 42 EAST OF THE WILLAMETTE MERIDIAN, SPOKANE COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 35, THENCE NORTH 21°54' WEST, ON THE EAST LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 575.20 FEET TO THE POINT OF BEGINNING BEING A 5/8" STEEL ROD WITH PLASTIC CAP MARKED "DEA INC. 35141";

THENCE SOUTH 66°39'56" WEST, A DISTANCE OF 392.01 FEET TO A 5/8" STEEL ROD WITH PLASTIC CAP MARKED "DEA INC. 35141";

THENCE SOUTH 54°02'50" WEST, A DISTANCE OF 308.19 FEET TO A 5/8" STEEL ROD WITH PLASTIC CAP MARKED "DEA INC. 35141";

THENCE SOUTH 54°34'12" WEST, A DISTANCE OF 294.81 FEET TO A 5/8" STEEL ROD WITH PLASTIC CAP MARKED "DEA INC. 35141";

THENCE SOUTH 63°11'28" WEST, A DISTANCE OF 240.88 FEET TO A 5/8" STEEL ROD WITH PLASTIC CAP MARKED "DEA INC. 35141";

THENCE SOUTH 71°11'45" WEST, A DISTANCE OF 279.90 FEET TO A 5/8" STEEL ROD WITH PLASTIC CAP MARKED "DEA INC. 35141";

THENCE SOUTH 83°18'25" WEST, A DISTANCE OF 300.43 FEET TO THE WEST LINE OF THAT CERTAIN PARCEL DESCRIBED IN WARRANTY DEED NUMBER 5271834 AND A 5/8" STEEL ROD WITH PLASTIC CAP MARKED "RAMCO LS 10401";

THENCE NORTH 2°16'47" WEST, ON THE WEST LINE OF SAID PARCEL, A DISTANCE OF 784.84 FEET TO THE SOUTH LINE OF PARCEL C AS DESCRIBED IN WARRANTY DEED NUMBER 5305188 AND A 5/8" STEEL ROD WITH PLASTIC CAP MARKED "RAMCO LS 10401";

THENCE SOUTH 88°02'41" WEST, A DISTANCE OF 19.78 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL C;

THENCE NORTH 2°16'47" WEST, ON THE WEST LINE OF SAID PARCEL C, A DISTANCE OF 418.96 FEET TO A 5/8" STEEL ROD WITH PLASTIC CAP MARKED "DEA INC. 35141";

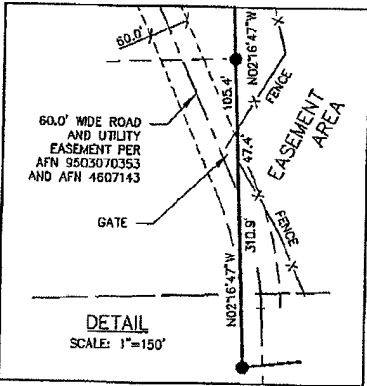
THENCE NORTH 67°11'47" EAST, A DISTANCE OF 490.65 FEET TO A 5/8" STEEL ROD WITH PLASTIC CAP MARKED "DEA INC. 35141";

THENCE NORTH 63°46'59" EAST, A DISTANCE OF 390.77 FEET TO A 5/8" STEEL ROD WITH PLASTIC CAP MARKED "DEA INC. 35141";

THENCE NORTH 85°25'28" EAST, A DISTANCE OF 860.20 FEET TO THE EAST LINE OF SAID NORTHEAST QUARTER OF SAID SECTION 35 AND A 5/8" STEEL ROD WITH PLASTIC CAP MARKED "DEA INC. 35141";

THENCE SOUTH 21°54' EAST, A DISTANCE OF 893.28 FEET TO THE POINT OF BEGINNING.

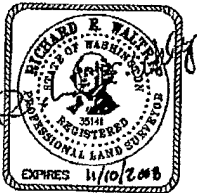
CONTAINING 45.22 ACRES, MORE OR LESS.



SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE SURVEY RECORDING ACT AT THE REQUEST OF DUCKS UNLIMITED IN DECEMBER OF 2007.

Richard E. Waltrip DATE 1/25/2008
 RICHARD E. WALTRIP, REGISTERED PROFESSIONAL LAND SURVEYOR WASHINGTON REGISTRATION NO. 35141.



DAVID EVANS AND ASSOCIATES INC.
 908 N Howard, STE 300
 Spokane Washington 99201
 Phone: 508.327.8697

EAST HALF, SEC. 35, T 23 N, R 42 E.
 PROJECT NO: DUCK00000034
 DRAWING NO: *ROS.DWG
 SHEET 1 OF 1 SHEETS