

AFTER RECORDING RETURN TO:

Department of Natural Resources
Asset Management Section
P.O. Box 47014
Olympia, WA 98504-7014



200501250169
Skagit County Auditor

1/25/2005 Page 1 of 4 3:46PM

QUITCLAIM DEED
Skagit County

Grantor: State of Washington, by and through the Department of Natural Resources
Grantee: Washington Department of Fish and Wildlife
Legal Descriptions: W1/2SE1/4, Section 15, Section 16, Government Lot 4, NW1/4NE1/4, Section 19, E1/2NW1/4, Section 20, all in Township 35 North, Range 10 East, W.M.; Government Lots 1 and 2, SW1/4NE1/4, Section 31, Township 36 North, Range 11 East, W.M., Section 36, Township 36 North, Range 9 East, W.M.
Tax Parcel Numbers: P51914, P51939, P45358, P45362, P45366, P45381, P45385 and P51766

THE GRANTOR, STATE OF WASHINGTON, acting by and through the Department of Natural Resources, for and in consideration of the sum of FIFTEEN MILLION SIX HUNDRED THREE THOUSAND FIVE HUNDRED Dollars (\$15,603,500), hereby conveys and quitclaims to WASHINGTON DEPARTMENT OF FISH AND WILD LIFE, GRANTEE, all interest in the real property situated in Skagit County, Washington, and described in EXHIBIT A, which by this reference is made a part hereof.

This property is conveyed pursuant to Ch. 26, Section 421, Washington Laws of 2003, 1st Sp. Sess., to be used exclusively for fish and wildlife habitat in perpetuity

The above-described lands are subject to that certain statutory reserved right as set forth in RCW 79.17.200 and to the following reservation:

The Grantor hereby expressly saves, excepts, and reserves out of the grant hereby made, unto itself and its successors and assigns forever, all oils, gases, coal, ores, minerals, and fossils of every name, kind, or description, and which may be in or upon said lands above described, or any part thereof, and the right to explore the same for such oils, gases, coal, ores, minerals, and fossils; and it also hereby expressly saves and reserves out of the grant hereby made, unto itself and its successors and assigns forever, the right to enter by itself or its agents, attorneys, and servants upon said lands, or any part or parts thereof, at any and all times, for the purpose of opening, developing, and working mines thereon, and taking out and removing therefrom all such oils, gases, coal, ores,

minerals, and fossils, and to that end it further expressly reserves out of the grant hereby made, unto itself, its successors and assigns, forever, the right by its or their agents, servants, and attorneys at any and all times to erect, construct, maintain, and use all such buildings, machinery, roads, and railroads, sink such shafts, remove such soil, and to remain on said lands or any part thereof for the business of mining and to occupy as much of said lands as may be necessary or convenient for the successful prosecution of such mining business, hereby expressly reserving to itself and its successors and assigns, as aforesaid, generally, all rights and powers in, to, and over said land, whether herein expressed or not, reasonably necessary or convenient to render beneficial and efficient the complete enjoyment of the property and the rights hereby expressly reserved.

No rights shall be exercised under the foregoing reservation, by the state or its successors or assigns, until provision has been made by the state or its successors or assigns, to pay to the owner of the land upon which the rights reserved herein to the state or its successors or assigns, are sought to be exercised, full payment for all damages sustained by said owner, by reason of entering upon said land: PROVIDED, That if said owner from any cause whatever refuses or neglects to settle said damages, then the state or its successors or assigns, or any applicant for a lease or contract from the state for the purpose of prospecting for or mining valuable minerals, or option contract, or lease, for mining coal, or lease for extracting petroleum or natural gas, shall have the right to institute such legal proceedings in the superior court of the county wherein the land is situate, as may be necessary to determine the damages which said owner of said land may suffer.

Grantee accepts the Property "AS IS, WHERE IS" with all faults. State disclaims any warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose about the Property, including but not limited to improvements located thereon, and no employee or agent of State is authorized otherwise. The foregoing specifically excludes warranties with respect to the existence or nonexistence of any pollutants, contaminants, or hazardous waste or claims based thereon arising out of the actual or threatened discharge, disposal, seepage, migration, or escape of such substances at, from, or into the Property. Grantee hereby fully releases State from any and all liability to Grantee arising out of or related to the condition of the Property prior to, at, or after Grantee accepts title to the Property, including but not limited to the deposit or release of hazardous or toxic wastes or material and pollutants.

The real property described in Exhibit A is conveyed subject to the Department's Habitat Conservation Agreement entered into as of the 30th day of January, 1997 by and between the Secretary of the Interior acting through the United States Department of the Interior, as represented by the United States Fish and Wildlife Service ("USFWS"), an agency of the federal government, the Secretary of Commerce acting through the National Oceanic & Atmospheric Administration as represented by the National Marine Fisheries Service ("NMFS"), an agency of the federal government, and the Washington State Department of Natural Resources ("DNR"), an agency of the State of Washington, which includes the Washington State Board of Natural Resources ("Board"). All lands included in Exhibit A shall remain and be managed as "Permit Lands" as defined in the above Agreement.

This Deed is executed and delivered pursuant to RCW 79.17.200 and Ch. 26, Section 421, Washington Laws of 2003, 1st Sp. Sess., at the request of the Commissioner of Public Lands with the approval of the Board of Natural Resources, State of Washington.



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WITNESS the Seal of the State of Washington, affixed this 6th day of

January, 2005.



Gary Locke
GOVERNOR

STF
ASST. SECRETARY OF STATE

ATTEST:

Approved as to form this 9

day of Dec, 2004.

James Belwert
Assistant Attorney General

Deed No. 26659.
State Record of Deeds, Volume 13, Page 371.
Transaction File No. 02-074915 & 02-074911

353
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

JAN 25 2005

Amount Paid \$
By Skagit Co. Treasurer Deputy



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Skagit County Auditor

EXHIBIT A

**DEPARTMENT OF NATURAL RESOURCES
TRUST LAND TRANSFERS 02-074915 & 02-074911
Skagit Parcels and Jackman Creek**

Skagit County

Parcel 1

W1/2 of the SE1/4 of Section 15, Township 35 North, Range 10 East, Willamette Meridian, Skagit County, Washington, according to U.S. Government subdivision procedures.

Parcel 2

Section 16, Township 35 North, Range 10 East, Willamette Meridian, Skagit County, Washington.

Parcel 3

The NW1/4 of the NE1/4 of Section 19, Township 35 North, Range 10 East, Willamette Meridian, Skagit County, Washington, according to U.S. Government subdivision procedures.

Parcel 4

Government Lot 4, and the E1/2 of the NW1/4 of Section 20, Township 35 North, Range 10 East, Willamette Meridian, Skagit County, Washington, according to U.S. Government subdivision procedures.

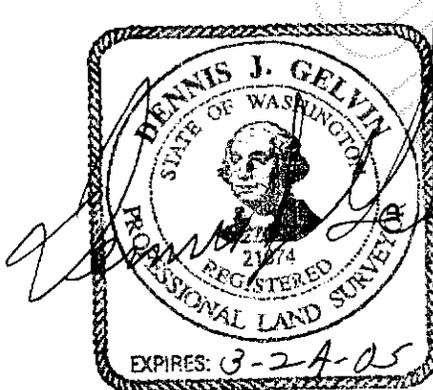
Parcel 5

Government Lots 1 and 2, and the SW1/4 of the NE1/4 of Section 31, Township 36 North, Range 11 East, Willamette Meridian, Skagit County, Washington, according to U.S. Government subdivision procedures.

Parcel 6

Section 36, Township 36 North, Range 9 East, Willamette Meridian, Skagit County, Washington.

Dennis J. Gelvin, PLS 21674
Land Description & R/W Specialist
Land Survey Unit
Engineering Division
PO Box 47060
Olympia, WA 98504-7060



Dated 9-21-04



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Skagit County Auditor