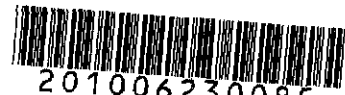


AFTER RECORDING RETURN TO:
Washington State Parks and Recreation Commission
Attn: Lands Program
PO Box 42650
Olympia, WA 98504-2650



201006230085
Skagit County Auditor

6/23/2010 Page 1 of 9 3:28PM

LAND TITLE OF SKAGIT COUNTY

136299-5E

**DEED OF RIGHT TO USE LAND FOR SALMON RECOVERY, CONSERVATION,
AND PUBLIC RECREATION PURPOSES**

Grantors: STATE OF WASHINGTON, acting by and through the WASHINGTON STATE PARKS AND RECREATION COMMISSION and the SWINOMISH INDIAN TRIBAL COMMUNITY (the Tribe), a federally recognized Indian Tribe organized pursuant to Section 16 of the Indian Reorganization Act of 1934 (25 U.S.C. § 476)

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

Abbreviated
Legal

Description: GL2 in S20, T34N, R2E, AND, Ptn. GL 2, in S21, T34N, R2E, AND GL 5, 6, 7, 8, and 9 in S21, T34N, R2E, W.M.

Tax Parcel #(s): P20576, P20603, P20604, P20573

The Grantors enter this Deed for and in consideration of monies coming in whole or in part from the Salmon Funding Account of the Salmon Recovery Funding Board, the Riparian Protection Account of the General Fund, and the Outdoor Recreation Account of the General Fund of the State of Washington to be used for acquisition of Real Property described in Exhibit A, commonly referred to as Kiket Island. Such grant and acquisition are made pursuant to Recreation and Conservation Office Project Number 09-1446A, and any applicable Project Agreement to which the Grantors are signatory.

The Grantors hereby convey and grant to the State of Washington and as the representative of the people of the State, the following perpetual rights:

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

JUN 23 2010

Amount Paid \$
Skagit Co. Treasurer
By *man* Deputy

1. A right that Grantors shall actively preserve, protect, and enhance the natural ecological habitat (including but not limited to salmonid and riparian) on the Real Property and manage the Real Property so as to protect the quality of the Kiket Island Tidelands and the Nearby Marine Waters for the benefit of native species (including but not limited to threatened and endangered species).
2. A right that Grantors shall manage the Real Property to promote healthy functioning of important near-shore habitat corridors for birds, fish (including but not limited to all life stages of salmonid and forage fish species), and marine mammals that migrate through Kiket Island, the Kiket Island Tidelands, and Nearby Marine Waters. Public access to sensitive nearshore habitat areas for forage fish and salmon will be restricted during critical spawning and rearing seasons, with specific habitat areas and seasonal timing of such restrictions determined on the basis of multiple sources of on-site habitat data, including but not limited to the May 2008 Pentec Kiket Island Biological Assessment.
3. A right that Grantors shall provide access and opportunities for low-intensity, non-consumptive, and managed public recreational use of the Real Property, while avoiding damage to the Real Property that would result from diffuse, intensive, and/or unmanaged public use of the Real Property, in accordance with (1) the Agreement Between Washington State Parks and Recreation Commission and Swinomish Indian Tribal Community Regarding the Acquisition of Kiket Island and the Development, Operation and Maintenance of a Public Park on Kiket Island, recorded June 18th, 2010 under Auditor's File Number 201006180122, in Skagit County, Washington ("Kiket Island Agreement"); (2) the Kiket Island Co-Management Agreement, recorded June 18th, 2010 under Auditor's File Number 201006180123, in Skagit County, Washington ("Co-Management Agreement"); and (3) the Right-of-Way and Access Agreement, recorded June 18th, 2010 under Auditor's File Number 201006180128, in Skagit County, Washington ("Right-of-Way and Access Agreement").
4. A right that Grantors shall provide access by the Grantee to monitor the Real Property for compliance with the terms of this Deed and any applicable Project Agreement to which the Grantors are signatory.
5. A right that Grantors shall not use or permit to be made any use of the Real Property (including any part of it) that is inconsistent with the use of the Real Property for salmon recovery, conservation, and outdoor recreation purposes herein granted, unless Grantee or its successors, consents to the inconsistent use.

With respect to salmon recovery and conservation, an inconsistent use is one that would or has a significant potential to impair or degrade the habitats described above.

With respect to outdoor recreation, an inconsistent use is a use that prevents or significantly interferes with low-intensity, non-consumptive public recreational use of the Real Property as is currently provided under (1) Kiket Island Agreement; (2) the Co-



201006230085
Skagit County Auditor

Management Agreement; and (3) the Right-of-Way and Access Agreement. The Tribe's exercise of Tribal Treaty Rights and Tribal Spiritual and Cultural Activities on the Real Property shall not prevent or significantly interfere with low-intensity, non-consumptive public outdoor recreation otherwise supported by the above-referenced agreements.

Grantee's consent to an inconsistent use under this Deed shall be granted only to the extent permitted by law and upon the following conditions, which will ensure other eligible land will be substituted. The conditions are that the eligible salmon recovery, conservation and outdoor recreation land must be of at least equal fair market value at the time of change of use and of as nearly as feasible equivalent habitat qualities, characteristics and location for salmon recovery and conservation purposes; and of as nearly as feasible equivalent usefulness and location for public outdoor recreation purposes for which state assistance was originally granted. The fair market value of the original Real Property at the time of the change shall not take into consideration any encumbrances imposed or alterations made to that land as a result of the original grant if such encumbrances or alterations reduce the value of the Real Property from what it would be without them.



201006230085

Skagit County Auditor

The parties agree that the rights granted herein touch and concern the land, and shall bind all successors and assigns to the fullest extent permitted by law.

This Deed shall in no way reduce or extinguish the obligations of Grantors under the Puget Sound Acquisition and Restoration Program and the Washington Wildlife and Recreation Program. The Washington State Recreation and Conservation Office, the Recreation and Conservation Funding Board, and the Salmon Recovery Funding Board shall each have a separate and independent right to enforce the terms of this Deed.

GRANTORS:

STATE OF WASHINGTON, acting by and through the
WASHINGTON STATE PARKS AND RECREATION COMMISION

By: AERY FAIRLEIGH

Name: [Signature]

Title: PARKS DEVELOPMENT DIRECTOR

Dated this 14th day of June, 2010

SWINOMISH INDIAN TRIBAL COMMUNITY

By: Dianne Edwards

Name: Dianne Edwards

Title: Treasurer

Dated this 21st day of June, 2010

ACKNOWLEDGED BY GRANTEE

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

By: Rachael Langen

Name: Rachael Langen

Title: Deputy Director

Dated this 18th day of June, 2010



201006230085
Skagit County Auditor

GRANTOR ACKNOWLEDGMENT

STATE OF WASHINGTON)
) SS
COUNTY OF SKAGIT)

On this 21st day of June, 20 10, personally appeared
before me Dianne Edwards, to me known
to be the TREASURER for
the SWINOMISH INDIAN TRIBAL COMMUNITY ("SITC"), who executed the within and
foregoing instrument on behalf of SITC, and acknowledged said instrument to be the free and
voluntary act of SITC for the uses and purposes therein mentioned, and on oath stated that he/she
was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first
above written.



Kelley A. Roberts

Notary Public in and for the State of

Washington, residing at Burlington

My appointment expires 6-19-14.



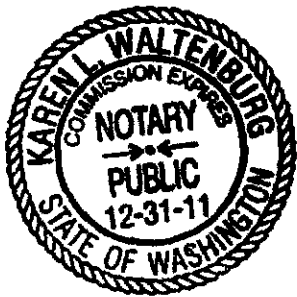
201006230085
Skagit County Auditor

GRANTEE ACKNOWLEDGMENT

STATE OF WASHINGTON)
) SS
COUNTY OF Ingraham

On this 18th day of June, 2010, personally appeared
before me RACHAEL LANGEN, to me known
to be the DEPUTY DIRECTOR for
the STATE OF WASHINGTON, acting by and through the WASHINGTON STATE
RECREATION AND CONSERVATION OFFICE, the RECREATION AND
CONSERVATION FUNDING BOARD, and the SALMON RECOVERY FUNDING BOARD,
who executed the within and foregoing instrument on behalf of the RECREATION AND
CONSERVATION FUNDING BOARD and the SALMON RECOVERY FUNDING BOARD,
and acknowledged said instrument to be the free and voluntary act of the RECREATION AND
CONSERVATION FUNDING BOARD and the SALMON RECOVERY FUNDING BOARD
for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to
execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first
above written.



[Signature]

Notary Public in and for the State of .

Washington, residing at Chenault.

My appointment expires 12-31-11.



201006230085
Skagit County Auditor

UNOFFICIAL DOCUMENT



EXHIBIT A
Legal Description

PARCEL "A"

GOVERNMENT LOT 2 IN SECTION 20, TOWNSHIP 34 NORTH, RANGE 2 EAST, W.M.

ALSO, GOVERNMENT LOTS 5, 6, 7, 8 AND 9 IN SECTION 21, TOWNSHIP 34 NORTH, RANGE 2 EAST, W.M.

TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER THE SOUTH 60 FEET OF GOVERNMENT LOT 2, SECTION 21, TOWNSHIP 34 NORTH, RANGE 2 EAST, W.M.

EXCEPT THE NORTH 1 ACRE OF THAT PORTION OF GOVERNMENT LOT 7 IN SECTION 21, TOWNSHIP 34 NORTH, RANGE 2 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY LINE OF ORDINARY HIGH WATER WITH THE EAST LINE OF SAID GOVERNMENT LOT 7;
THENCE NORTH ALONG SAID EAST LINE, 307.70 FEET;
THENCE WEST AT RIGHT ANGLES TO SAID EAST LINE, 183.36 FEET TO A POINT ON A LINE PARALLEL WITH THE EAST LINE OF SAID GOVERNMENT LOT 7;
THENCE SOUTH ALONG SAID PARALLEL LINE TO THE SOUTHERLY LINE OF ORDINARY HIGH WATER.

EXCEPT THE NORTH 1 ACRE OF THAT PORTION OF GOVERNMENT LOT 7 IN SECTION 21, TOWNSHIP 34 NORTH, RANGE 2 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY LINE OF ORDINARY HIGH WATER WITH THE WEST LINE OF THE EAST 183.36 FEET OF SAID GOVERNMENT LOT 7;
THENCE NORTH ALONG SAID WEST LINE, 394.59 FEET;
THENCE WEST AT RIGHT ANGLES TO THE EAST LINE OF SAID GOVERNMENT LOT 7, 210.31 FEET TO A POINT ON A LINE PARALLEL WITH SAID EAST LINE;
THENCE SOUTH ALONG SAID PARALLEL LINE TO THE SOUTHERLY LINE OF ORDINARY HIGH WATER.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.



201006230085
Skagit County Auditor

EXHIBIT A
Legal Description of Property
(Continued)

PARCEL "B"

THE SOUTH 410.32 FEET OF GOVERNMENT LOT 2 IN SECTION 21, TOWNSHIP 34 NORTH, RANGE 2 EAST, W.M.

EXCEPT THE EAST 30 FEET THEREOF FOR ROAD.

EXCEPT THE SOUTH 147.5 FEET OF THE WEST 147.65 FEET OF THE EAST 652 FEET OF GOVERNMENT LOT 2 IN SECTION 21, TOWNSHIP 34 NORTH, RANGE 2 EAST, W.M.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

Notwithstanding anything in the foregoing legal description to the contrary, Parcel "A" and Parcel "B" do not include Tidelands. The term "Tidelands" means all lands adjacent to or surrounded in whole or in part by Parcel "A" and/or Parcel "B" that are or were continually or intermittently submerged beneath waters subject to the ebb and flow of the tides and that lie between the line of mean high tide and the line of extreme low water, and includes the bed of the saltwater lagoon surrounded in whole or in part by Parcel "B". For purposes of this definition of "Tidelands," the line of mean high tide is determined by taking the mean of all high tides, including spring tides and neap tides, over a complete tidal cycle of 18.6 years and is ambulatory, changing location in response to erosion and accretion as well as changes in tidal elevations. However, except as otherwise provided by applicable law, if the line of mean high tide is seaward of where it would be in the absence of a human-made assemblage of materials or other human-made alteration, then the landward boundary of the Tidelands is where the line of mean high tide would be in the absence of such assemblage or alteration.



201006230085
Skagit County Auditor