



201110200143
Skagit County Auditor

10/20/2011 Page 1 of 6 2:32PM

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

DEED OF RIGHT TO USE LAND FOR SALMON RECOVERY PURPOSES

Grantor: Skagit Land Trust, a Washington non-profit corporation

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: The West $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 33, Township 35 North, Range 6 East, W.M., EXCEPT the North 300 feet of the West 150 feet thereof; Parcels 42147 and 42148.

(More particularly described in Exhibit "A" (Legal Description), and as depicted in Exhibit "B" (Property Map)),

The Grantor enters this Deed for and in consideration of monies coming in whole or in part from the Puget Sound Acquisition and Restoration Account. Such grant is made pursuant to the Project Agreements entered into between the Grantor and the Grantee entitled Skagit Floodplain Habitat Acquisition Phase II, Project Number 09-1448A signed by the Grantor on the 9th of March, 2010 and the Grantee on the 23rd of February, 2010 and entitled the Middle Skagit Tier 1 and 2 Floodplain Protection, Project Number 10-1927C signed by the Grantor on the 24th day of November, 2010 and the Grantee the 23rd day of November, 2010 and supporting materials which are on file with the Grantor and the Grantee in connection with the Project Agreements.

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 Agreement, including protecting, preserving, restoring and/or enhancing the habitat functions on the Real Property, which includes riparian and floodplain habitat. This habitat supports or may support priority species or groups of species including but not limited to Chinook.

2. 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.
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 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.
4. 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.



GRANTEE:

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

By: Rachael Langen

Name: Rachael Langen

Title: Deputy Director

Date: 10/14/2011

GRANTEE ACKNOWLEDGMENT

STATE OF WASHINGTON)
) ss
COUNTY OF Thurston)

I certify that I know or have satisfactory evidence that Rachael Langen 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 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.

Witness my hand and official seal hereto affixed the say and year first above written.



Kathleen M. Barkis
Notary Public in and for the state of Washington
Washington, residing at Lacey
My commission expires: 12-1-14
Printed Name: Kathleen M. Barkis



EXHIBIT A
Legal Description

The West ½ of the Northeast ¼ of Section 33, Township 35 North, Range 6 East, W.M.,
EXCEPT the North 300 feet of the West 150 feet thereof:

ALSO EXCEPT that certain 50 foot wide railroad right-of-way lying 25 feet on each side of the
Clear Lake Lumber Company's railroad right-of-way as surveyed, staked and laid out on January
25, 1918, and as conveyed to said Company by Deed recorded May 20, 1918 as Auditor's File no.
125738, in Volume 110 of Deeds, page 341, records of Skagit County, Washington.

Together with

A non-exclusive 16 foot wide easement for ingress, egress and roadway purposes over and
across the Southwesterly corner of the South ½ of the Southwest ¼ of the Southeast ¼ of Section
28, Township 35 North, Range 6 East, W.M., as established by document recorded as Auditor's
File No. 9709190108.

Situate in the County of Skagit, State of Washington

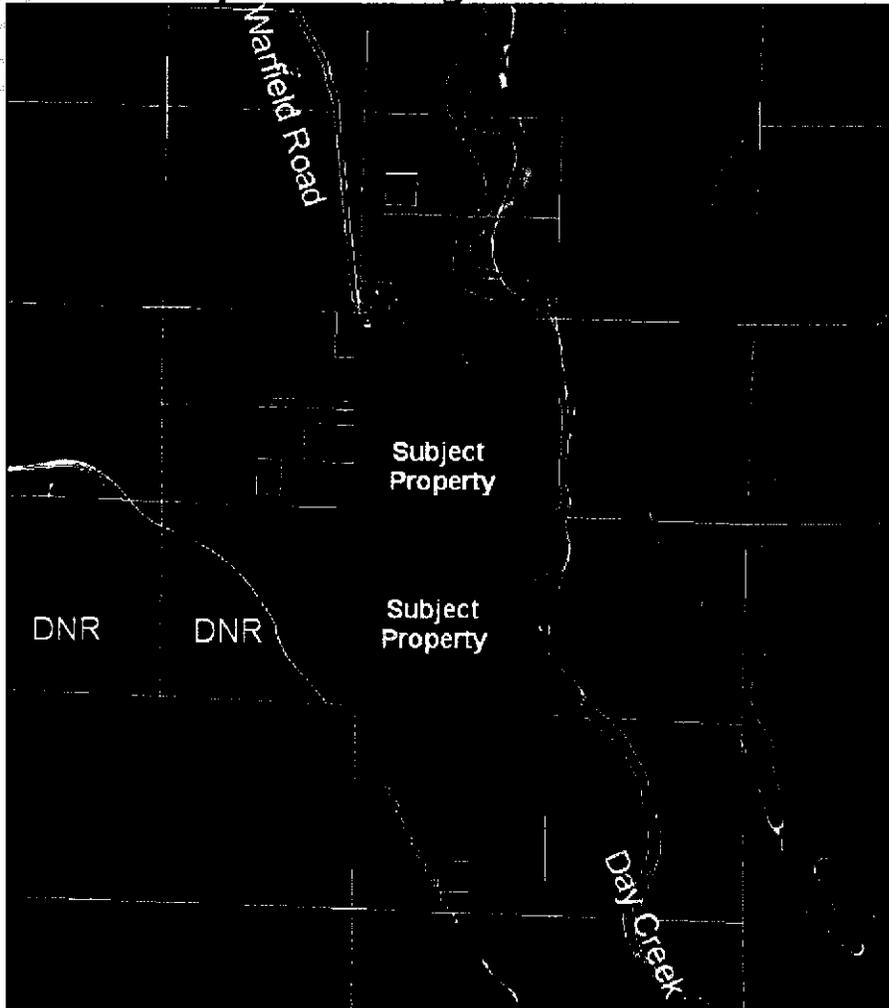


EXHIBIT B

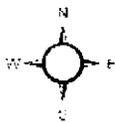
Skagit Floodplain Habitat Acquisition-Project 09-1448A

Middle Skagit Tier 1&2 Floodplain - Project 10-1927C

Sponsor: Skagit Land Trust



 SRFB acquired Parcels 42147 & 42148




SKAGIT LAND TRUST
Map prepared 9/8/11

0 500 1,000 2,000 Feet



201110200143
Skagit County Auditor