



201205160008  
Skagit County Auditor

5/16/2012 Page 1 of 7 9:59AM

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

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: Lot 8, Am. SP #517-80, Alterra Park Div. 2: 7 & 8-35-8  
E.W.M.; Parcel 43472.

(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 Agreement entered into between the Grantor and the Grantee entitled Middle Skagit Tier 1 and 2 Floodplain Protection, Project Number 10-1927C signed by the Grantor on the 24<sup>th</sup> day of November, 2010 and the Grantee the 23<sup>rd</sup> day of November, 2010 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:

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



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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.

**GRANTEE:**

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

By: Kaleen Cottingham

Name: Kaleen Cottingham

Title: Director

Dated this 23 day of April, 2012

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

MAY 16 2012

**GRANTOR:**

SKAGIT LAND TRUST

By: Robert C Boudinot

Name: ROBERT C. BOUDINOT

Title: PRESIDENT

Dated this 30 day of MAY, 2012

Amount Paid \$  
Skagit Co. Treasurer  
By: ITF Deputy



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GRANTEE ACKNOWLEDGMENT

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF Thurston )

I certify that I know or have satisfactory evidence that  
Kateer Callaghan  
(Signatory's Name)  
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 and to be the free  
(Title)  
and voluntary act of such party for the uses and purposes mentioned in the instrument.

Lynn M. Kennedy  
Notary Public in and for the State of  
Washington, residing at Thurston County  
My appointment expires 4-6-15



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GRANTOR ACKNOWLEDGMENT

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF SKAGIT )

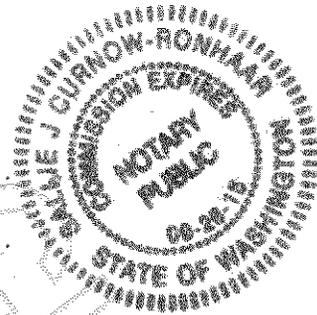
I certify that I know or have satisfactory evidence that  
ROBERT C. BOLDINOT is  
(Signatory's Name)  
the person who appeared before me, and said person acknowledged that (he/she) signed  
this instrument, on oath stated that (he/she) was authorized to execute the instrument and  
acknowledge it as the PRESIDENT for the Sponsor, SKAGITLAND TRUST and  
(Title) (Organization Name)  
to be the free and voluntary act of such party for the uses and purposes mentioned in the  
instrument.

Jillie Gunnar-Rudne

Notary Public in and for the State of

Washington, residing at Mount Vernon

My appointment expires 9-26-15



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**EXHIBIT A**  
**Legal Description**

Lot 8, Amended Short Plat No. 517-80, entitled Alterra Park Div. II, approved October 26, 1982, and recorded October 27, 1982, in Volume 6 of Short Plats, pages 20 through 22, under Auditor's File No. 8210270074, records of Skagit County, Washington; being a portion of Sections 7 and 8, Township 35 North, Range 8 East, W.M.

TOGETHER WITH an undivided  $1/16^{\text{th}}$  interest in Tract "A" Short Plat No. 143-79 entitled "Alterra Park Div. I," approved September 17, 1980 and recorded September 26, 1980, in Volume 4 of Short Plats, page 182, under Auditor's File No. 8009260003 being a portion of Section 7, Township 35 North, Range 8 East, W.M.; and also

TOGETHER WITH an undivided  $1/16^{\text{th}}$  interest in Tract "B" Amended Short Plat No. 517-80, entitled Alterra Park Div. II, approved October 26, 1982, and recorded October 27, 1982, in Volume 6 of Short Plats, pages 20 through 22, under Auditor's File No. 8210270074, records of Skagit County, Washington; being a portion of Sections 7 and 8, Township 35 North, Range 8 East, W.M., and also

TOGETHER WITH a non-exclusive easement for ingress, egress and utilities over, under and across said Tract "A" Short Plat No. 143-79 and said Tract "B" Amended Short Plat No. 517-80.

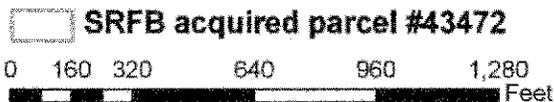
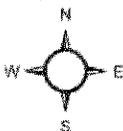
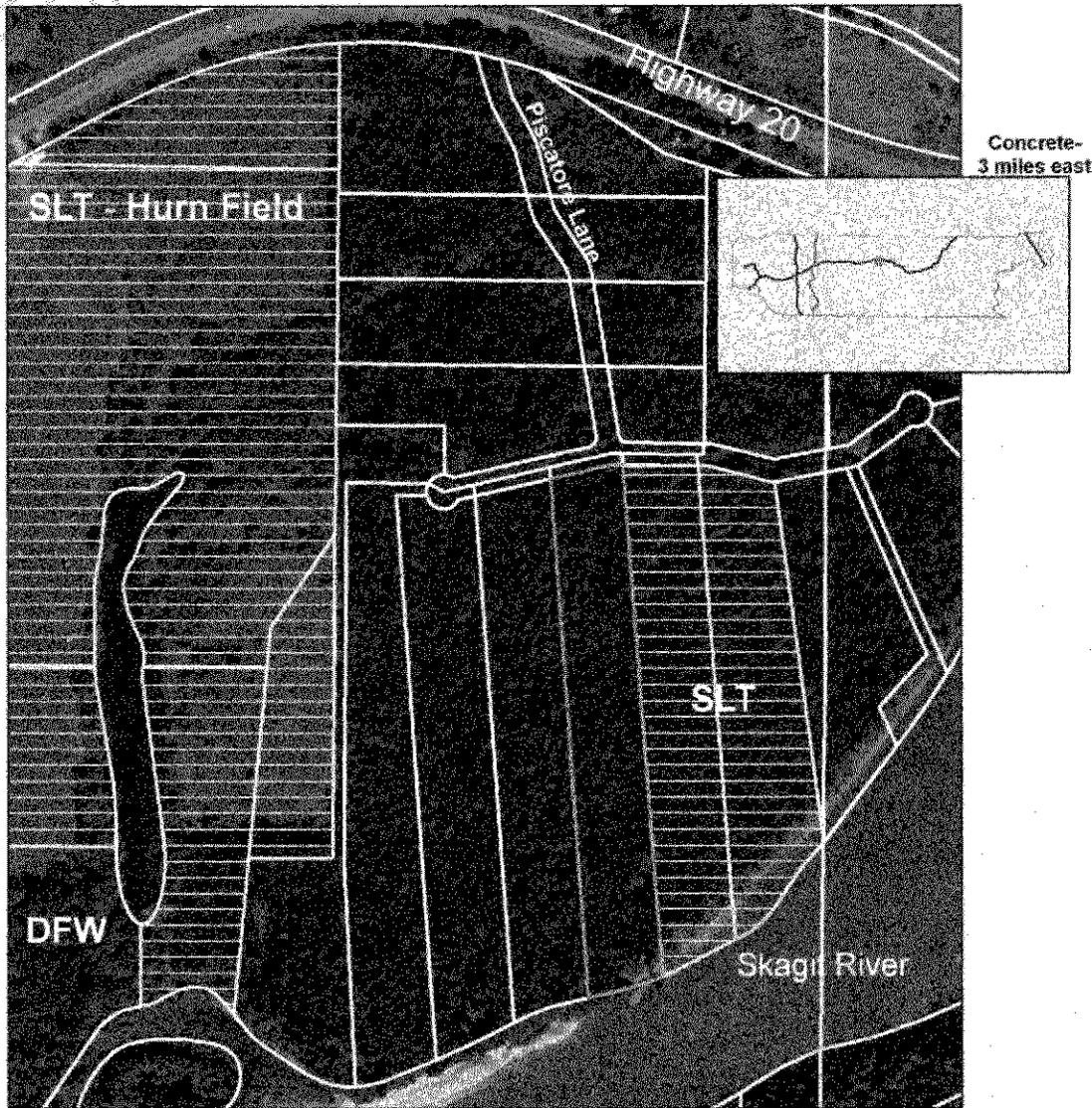
Situate in the County of Skagit, State of Washington.



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# EXHIBIT B

## Middle Skagit Tier 1 & 2 Floodplain Protection RCO#10-1927C Sponsor: Skagit Land Trust



Map prepared 3/07/12



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