



201207240062
Skagit County Auditor

7/24/2012 Page 1 of 7 2:06PM

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 6, SP #514-80, Wild Bird Estates, Ptn Gov. Lot 3,
23-35-6 E.W.M.; Parcel 41870.

(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 Skagit Floodplain Habitat Acquisition, Project Number 09-1448A signed by the Grantor on the 23rd day of February, 2010 and the Grantee the 9th day of March, 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.

- UNNOTIFIED
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



201207240062
Skagit County Auditor

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: Kateen Cottingham

Name: Kateen Cottingham

Title: Director

Dated this 5th day of June, 2012

20120723
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

GRANTOR:

SKAGIT LAND TRUST

By: Brenda G. Gitter

Name: Brenda Cunningham

Title: Vice-President

Dated this 3rd day of July, 2012

JUL 24 2012

Amount Paid \$ 0
Skagit Co. Treasurer
By MF Deputy



201207240062
Skagit County Auditor

GRANTEE ACKNOWLEDGMENT

STATE OF WASHINGTON)
COUNTY OF Thurston) SS

I certify that I know or have satisfactory evidence that
Kateen Cottingham
(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 of Recreation Conservation office and to be the free
(Title)
and voluntary act of such party for the uses and purposes mentioned in the instrument.

Leslie Ann Frank
Notary Public in and for the State of
Washington, residing at Olympia WA
My appointment expires 7-9-13



201207240062
Skagit County Auditor

UNOFFICIAL DOCUMENT

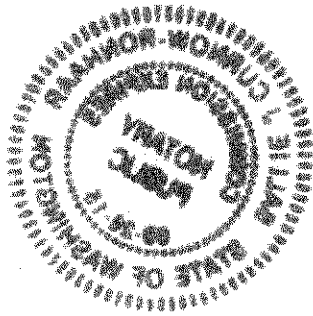


EXHIBIT A
Legal Description

Lot 6 of that certain 5 acre Parcel Map No. 514-80, entitled "Wild Bird Estates", recorded November 6, 1980, under Auditor's File No. 8011060001, in Volume 4 of Short Plats, page 197, records of Skagit County, Washington, being a portion of Government Lot 3 of Section 23, Township 38 North, Range 6 East, W.M.,

TOGETHER WITH a non-exclusive easement primarily 60 feet in width for ingress, egress and utilities over and across those certain strips of land delineated on the face of Surveys recorded January 4, 1980 and September 25, 1980, under Auditor's File Nos. 8001040030 and 8009250002, in Volume 2 of Surveys, page 212, in Volume 3 of Surveys, page 67, respectively, records of Skagit County, Washington, as access and utility easements.

ALSO, TOGETHER WITH a non-exclusive easement for ingress, egress and utilities over and across Tract 1 of said Surveys to provide access to the community recreational area designated as Tract 8 of Survey recorded under Auditor's File No. 8001040030, and as said easement is reserved in instrument recorded under Auditor's File No. 8002140058, and as said easement was amended under Auditor's File No. 9307090119, records of Skagit County, Washington;

ALSO, TOGETHER WITH a non-exclusive easement to use the community recreational area designated as Tract 8 on the face of said Survey recorded under Auditor's File No. 8001040030 for recreational purposes

ALSO, TOGETHER WITH a non-exclusive easement for ingress, egress and utilities over and across Tract "A" (also shown as Gertrude Lane, Wild Bird Estate) and those certain 60 foot access and utility easements all as delineated on the face of said 5 acre Parcel Map No. 514-80, entitled "WILD BIRD ESTATES", approved November 5, 1980 and recorded November 6, 1980, under Auditor's File No. 8011060001, in Volume 4 of Short Plats, page 197, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

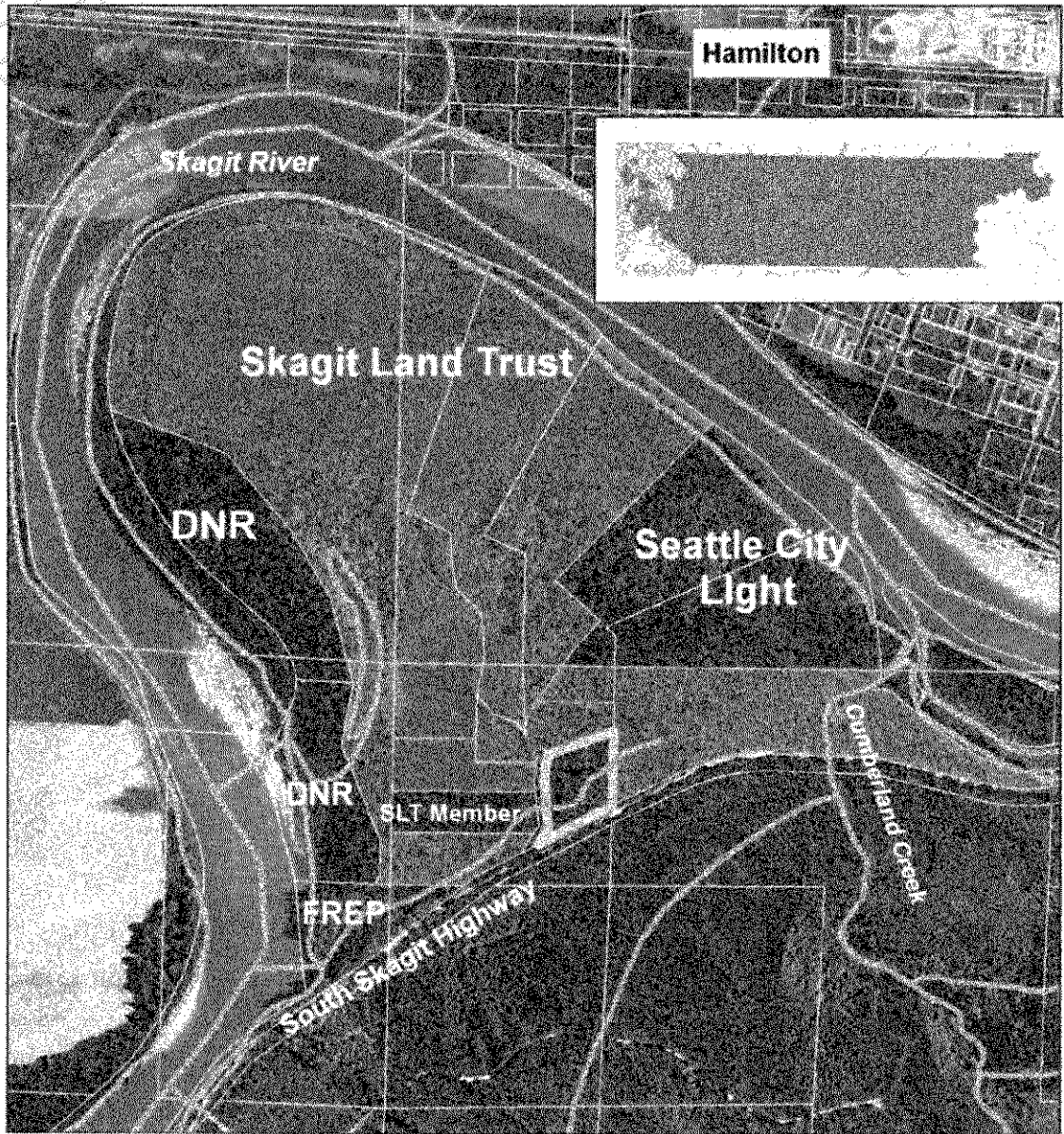


201207240062

Skagit County Auditor

UNCLASSIFIED

Exhibit B Skagit Floodplain Habitat Acquisition II RCO # 09-1448A Sponsor: Skagit Land Trust



Map Prepared 5/29/12



SRFB acquired parcel #41870
Skagit Land Trust parcels



201207240062
Skagit County Auditor

UNCLASSIFIED