



201208090063

Skagit County Auditor

8/9/2012 Page

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7 1:37PM

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

### 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: Ptn NW 1/4 Of NW 1/4, 23-35-5 E & Ptn SW 1/4 Of  
SW 1/4, 14-35-5 E W.M.; Parcels 115838 and 40136.

(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

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

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AUG 09 2012

Amount Paid \$ \_\_\_\_\_  
By *[Signature]* Skagit Co. Treasurer  
Deputy

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.

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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.

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: Scott T. Robinson

Name: SCOTT T. ROBINSON

Title: Deputy Director

Dated this 20 day of July, 2012

**GRANTOR:**

SKAGIT LAND TRUST

By: Robert C. Boudinot

Name: ROBERT C. BOUDINOT

Title: PRESIDENT

Dated this 25th day of JULY, 2012

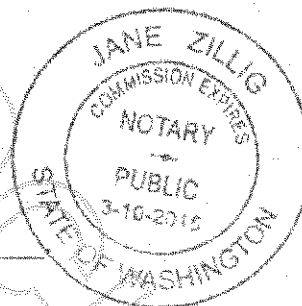


STATE OF WASHINGTON )  
 ) ss  
COUNTY OF SKAGIT )

I certify that I know or have satisfactory evidence that  
Robert C. Goudinatis  
(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, Stacyit Loan Trust and  
(Title) (Organization Name)  
to be the free and voluntary act of such party for the uses and purposes mentioned in the  
instrument.

Washington, residing at Sea Wolf, WA

My appointment expires 3-10-2015



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GRANTEE ACKNOWLEDGMENT

STATE OF WASHINGTON )  
COUNTY OF Thurston ) ss

I certify that I know or have satisfactory evidence that

SCOTT T. ROBINSON

(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 Deputy Director of RCO 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

Thurston County

My appointment expires

7-9-13



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

PARCEL "A"

The Northwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 23, Township 35 North, Range 5 East, W.M.,

EXCEPT that portion lying Easterly of the following described line:

Beginning at the Northeast corner of said Northwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$ ;  
thence North  $88^{\circ}12'47''$  West 24.0 feet to the point of beginning of said line;  
thence South  $1^{\circ}19'35''$  West 1,321.79 feet, more or less, to the South line of said subdivision, at a point  
bearing of North  $88^{\circ}55'52''$  West and 46.0 feet distant from the Southeast corner of said subdivision and  
being the terminus of said line.

Situate in the County of Skagit, State of Washington.

PARCEL "B"

That portion of the West  $\frac{1}{2}$  of the Southwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 14, Township 35 North,  
Range 5 East, W.M., lying Southerly of the centerline of the existing as-built right-of-way commonly  
known as the Utopia Road,

EXCEPT that Northerly portion thereof lying within the existing as-built right-of-way commonly known  
as the Utopia Road,

ALSO EXCEPT any portion thereof lying within the existing as-built right-of-way of the Hoehn Road  
along the West line thereof.

Situate in the County of Skagit, State of Washington.

PARCEL "C"

The West 20 feet of the East  $\frac{1}{2}$  of the Southwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$ , Section 14, Township 35  
North, Range 5 East, W.M.,  
Lying South of the as built and existing Utopia County Road.

TOGETHER WITH a portion of said East  $\frac{1}{2}$  of the Southwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$ , Section 14,  
Township 35 North, Range 5 East, W.M.,  
Described as follows:

Beginning at a point on the South line of Utopia County Road, 20 Feet East of the West line of the said  
East  $\frac{1}{2}$  of the Southwest  $\frac{1}{4}$   
of the Southwest  $\frac{1}{4}$ , Section 14; thence Easterly along the South line of said County Road, 55 Feet;  
thence Southwesterly 65 Feet, more or less,  
to a point on the East line of the above described West 20 Feet of the East  $\frac{1}{2}$  of the Southwest  $\frac{1}{4}$  of the  
Southwest  $\frac{1}{4}$ , Section 14, said point being  
35 Feet South of the Point of Beginning; thence Northerly to the Point of Beginning.

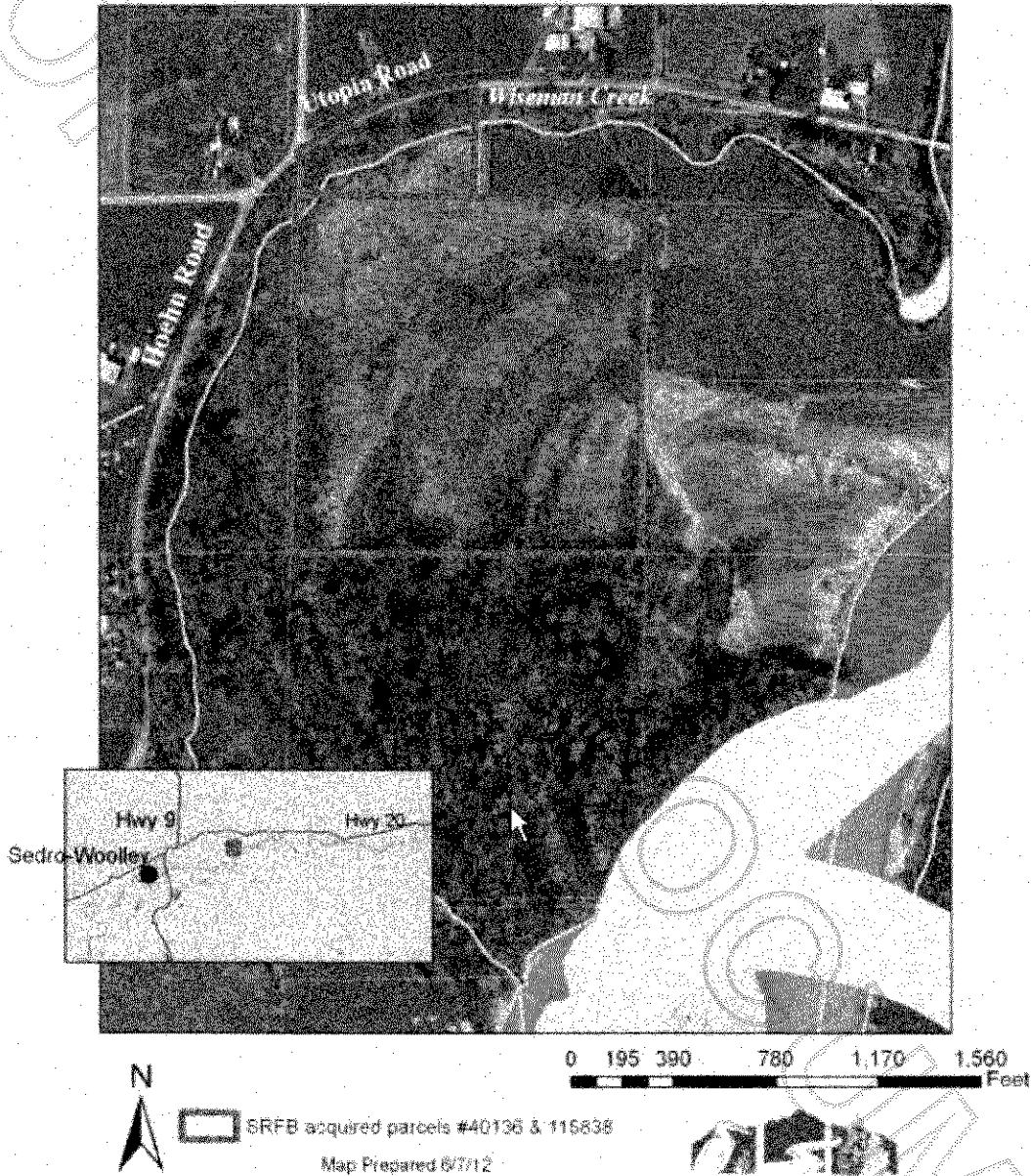
Situate in the County of Skagit, State of Washington.



Handwritten signature/initials in a box.

## EXHIBIT B

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



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