

UNRECORDED



Skagit County Auditor
11/27/2017 Page 1 of 7 3:13PM \$80.00

Upon Recording, Please Return To:
Washington Recreation and Conservation Office
P.O. Box 40917
Olympia, WA 98504-0917
Attn: Marc Dubtoski

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

NOV 27 2017

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

GUARDIAN NORTHWEST TITLE CO.

ACCOMMODATION RECORDING ONLY

110554

**DEED OF RIGHT TO USE LAND FOR
SALMON RECOVERY PURPOSES**

Grantor: City of Seattle acting by and through Seattle City Light Department

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: Section 13, Township 35 North, Range 8 East; Ptn. Gov't Lot 3, Skagit
County, Washington State.

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

Assessor's
Property Tax

Parcel Number(s): P 43847, Skagit County

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Reference Numbers of Documents Assigned or Released: None.

The Grantor enters this Deed for and in consideration of monies coming in whole or in part from the Salmon Recovery Funding Board Account. Such grant is made pursuant to the Project Agreements entered into between the Grantor and the Grantee entitled Skagit Watershed Habitat Acquisition, Project Number 16-1647 signed by the Grantor on the 2nd day of February, 2017 and by the Grantee on the 9th day of February, 2017, 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: 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 habitat. This habitat supports or may support priority species or groups of species including but not limited to Chinook.

1. 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.
2. 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.
3. 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.

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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.

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.

REMAINDER OF PAGE IS INTENTIONALLY BLANK; SIGNATURE PAGES FOLLOW

GRANTOR:

City of Seattle acting by and through Seattle City Light Department

By: *Colleen McArthur for L. Best*

Name: Lynn Best

Title: Chief Environmental Officer

Dated this 20th day of November 2017

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Lynn Best is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledge it as the Environmental Affairs and Real Estate Division Director for the Sponsor, City of Seattle and to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

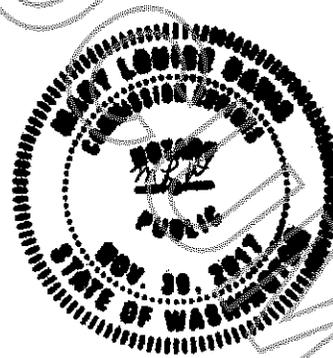
Dated: November 20 2017

Signed: *Mary Louise Davis*

Printed Name: Mary Louise Davis

Notary Public in and for the State of Washington,
residing in Edmonds, WA.

My commission expires November 30, 201_



GRANTEE:

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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 13th day of November, 2017

STATE OF WASHINGTON)

COUNTY OF Thurston) ss

I certify that I know or have satisfactory evidence that SCOTT T. ROBINSON 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 for 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.

Dated: November 13, 2017

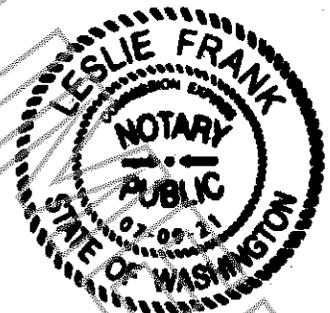
Signed: Leslie Frank

Notary Public in and for the State of Washington,

residing in Thurston County

My commission expires 7-9-21

Exhibit A: Legal Description



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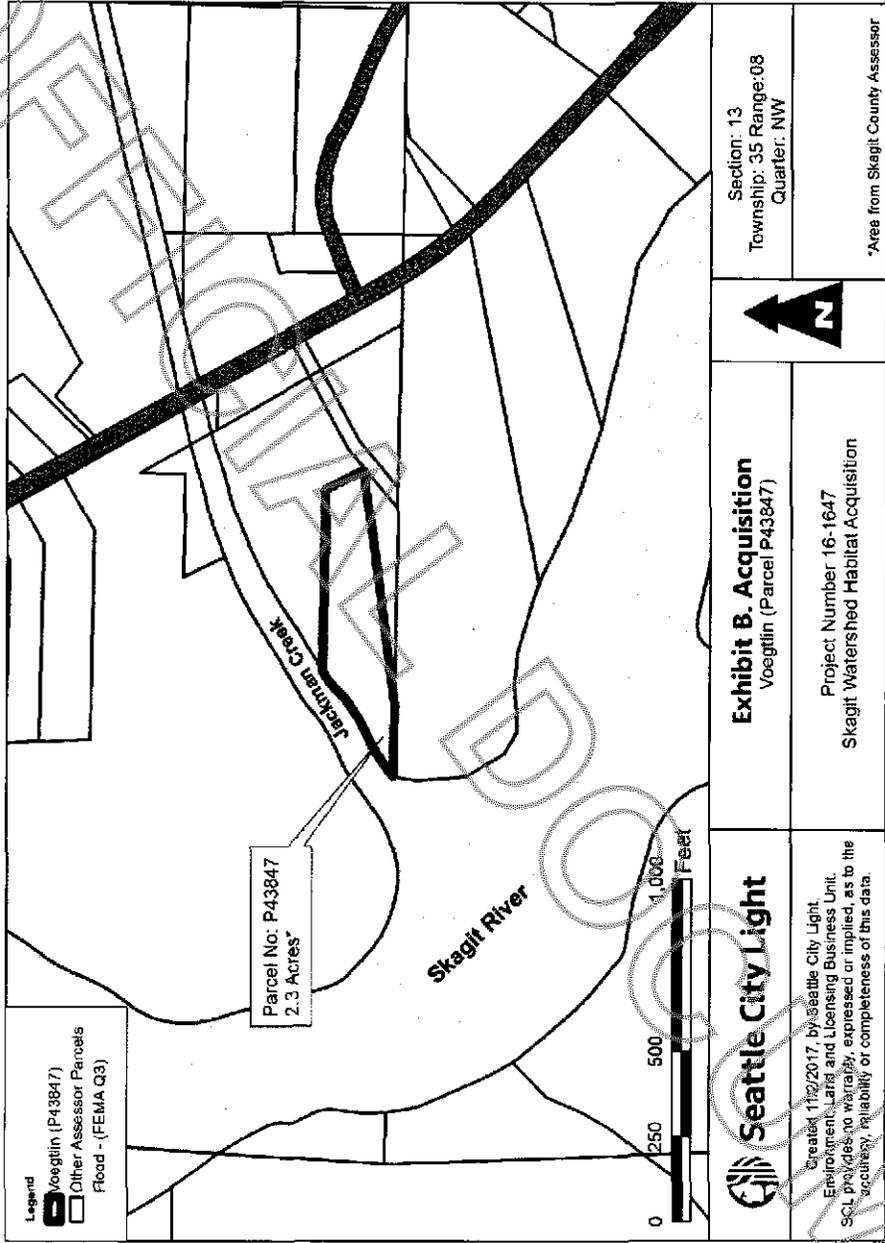
Real property in the County of Skagit, State of Washington, described as follows:

That portion of Government Lot 3, Section 13, Township 35 North, Range 8 East, W.M., described as follows:

Beginning at a point 684 feet West and 103 feet North of the center of said Section 13; thence running North 26°30' West to the center of Jackman Creek; thence Westerly along the center line of Jackman Creek to the Skagit River; thence Southeasterly along the Easterly bank of the Skagit River to the South line of said Government Lot 3; thence Northeasterly to the point of beginning, EXCEPT any portion thereof lying within the County Road right of way, and ALSO EXCEPT the following described tract: Beginning at a point 684 feet West and 103 feet North of the center line of said Section; thence North 26°30' West 125 feet to the true point of beginning; thence West parallel to the center line of said Section 13, a distance of 440 feet, more or less, to Jackman Creek; thence North 56°37' East along Jackman Creek a distance of 525.75 feet, more or less, to a point North 26°30' West of the true point of beginning; thence South 26°30' East to the true point of beginning.

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