



**201807030084**

07/03/2018 12:56 PM Pages: 1 of 7 Fees: \$105.00  
Skagit County Auditor

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: Swinomish Indian Tribal Community, a federally recognized Indian Tribe organized pursuant to Section 16 of the Indian Reorganization Act of 1934 (25 U.S.C. § 476)

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: Lots 1, 2, 3, 8 & 9 of Chase Acreage & a Portion of NW1/4 NW1/4 of Sec. 20, T. 35 N., R. 5 E., W.M.

Assessor's Property Tax Parcel Number(s): P64373, 3881-000-009-0009, P64360, 3881-000-003-0005, P64372, 3881-000-008-0000 and P40020, 350520-0-010-0008

The Grantor enters this Deed for and in consideration of monies coming in whole or in part from the State Building and Construction Account-Salmon Recovery Funding Board and Puget Sound Acquisition and Restoration Account. Such grant is made pursuant to the Project Agreement

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entered into between the Grantor and the Grantee entitled Hansen Creek Restoration Acquisition, Project Number 14-1248, signed by Lorraine Loomis, Skagit River System Cooperative Vice Chair on June 15<sup>th</sup> 2015, 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 Skagit River System Cooperative 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.

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.

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**GRANTOR:**

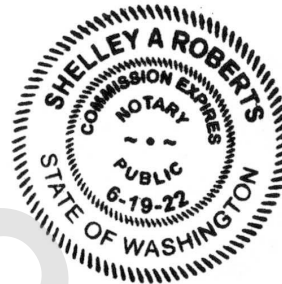
SWINOMISH INDIAN TRIBAL COMMUNITY

By: Brian CladoosbyName: Brian CladoosbyTitle: ChairmanDated this 20<sup>th</sup> day of June, 2018STATE OF WASHINGTON )  
) ss  
COUNTY OF SKAGIT )

I certify that I know or have satisfactory evidence that Brian Cladoosby 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 Chairman for the Swinomish Indian Tribal Community and to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: June 20, 2018Signed: Shelley A. Roberts

Notary Public in and for the State of Washington,

residing in Mt. Vernon, WAMy commission expires 6-19-22

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**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 26<sup>th</sup> day of June, 2018

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF Thurston )

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: 6/26/18

Signed: Kathleen M. Barkis

Notary Public in and for the State of Washington,

residing in Lacey, WA

My commission expires 12-1-18



EXHIBIT A  
Legal Description

Parcel A:

Lots one (1), two (2), three (3), eight (8) and nine (9), "Chase Acreage", according to the recorded plat thereof in the office of the auditor of Skagit County, Washington, in volume 3 of plats, page 64, records of Skagit County, Washington, EXCEPT those portions of Lots 8 and 9 thereof conveyed to Henry W. Hogan, et ux, by deed recorded April 20, 1961 as Auditor's File No. 606716.

Parcel B:

That portion of the Northwest quarter of the Northwest quarter of Section twenty (20), Township thirty-five (35) North, Range five (5) East, W.M., conveyed to Pearl Dinkins by deed filed for record under auditor's file No. 413010, records of said county described as follows:

Beginning at a point which is 1357 feet north  $3^{\circ}16'$  west from the west quarter corner of Section twenty (20), and 334 feet north  $89^{\circ}20'$  east from said Section line in Township 35 North, Range 5 East, W.M., thence North  $89^{\circ}20'$  East along established fence line 254.4 feet; thence north  $0^{\circ}41'$  east 196.4 feet to a point on the west bank of the creek; thence south  $87^{\circ}40'$  west along fence 365.5 feet to Drainage Ditch; thence south  $28^{\circ}04'$  east along ditch 209.1 feet to place of beginning, EXCEPT any portion thereof lying and being southerly and easterly of Hanson Creek, as it existed May 23, 1945, and EXCEPT roads and rights of way.

Situated in the State of Washington, County of Skagit



**EXHIBIT B**  
**Soldate Stewardship Plan**  
**Noo-wha-ahh Conservation Area**  
**SRFB Project Number 14-1248**



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