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11/26/2018 02:29 PM Pages: 1 of 7 Fees: \$105.00
Skagit County Auditor

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

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

NOV 26 2018

Amount Paid \$ ✓
Skagit Co. Treasurer
By *Mba* Deputy

**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: Portion of Lots 2 and 3, Section 32, Township 35 North, Range 2 East; (More
particularly described in Exhibit "A" (Legal Description), and as depicted in
Exhibit "B" (Property Map)),

Assessor's Property Tax Parcel Number(s): P33447

Reference Numbers of Documents Assigned or Released:

The Grantor enters this Deed for and in consideration of monies coming in whole or in part from
the Estuary and Salmon Restoration Program Account. Such grant is made pursuant to the
Project Agreement entered into between the Grantor and the Grantee entitled Fidalgo Bay

YIA

Shoreline Protect and Restore – SGP, Project Number 16-2206 signed by the Grantor on the 1st day of June 2018 and the Grantee the 6th day of June 2018 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 marine shoreline. This habitat supports or may support priority species or groups of species including but not limited to juvenile Chum and Chinook salmon.
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 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 Washington State 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

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GRANTEE:

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

By: Scott T. Rob.

Scott T. Robinson
Deputy Director

Dated this 8th day of November, 20 18

STATE OF WASHINGTON)
))
COUNTY OF Murston) 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 they signed this instrument, on oath stated that they were 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 8, 2018

Signed: Leslie Frank

Notary Public in and for the State of Washington,

residing in Murston County

My commission expires 7-9-21



STR

EXHIBIT A
Legal Description

PARCEL "A"

That portion of Lots 2 and 3, Section 32, Township 35 North, Range 2 East, W.M., described as follows:

Beginning at a point on the meander line, 288 feet East and 698 feet South of the Northeast corner of Lot 5, Section 31, Township 35 North, Range 2 East, W.M.; thence West to the East line of the Old County Road as it existed on April 10, 1963; thence Southerly along the East line of said County Road to a point 180 feet South of the North line of Lot 3 of said Section 32; thence East to the meander line; thence Northerly along the meander line to the point of beginning,

EXCEPT those portions thereof, if any, lying within those three parcels conveyed to the State of Washington by Deeds recorded as Auditor's File Nos. 541733, 549972 and 549974.

SUBJECT TO: Relinquishments and easements of record and rights of the public in navigable waters.

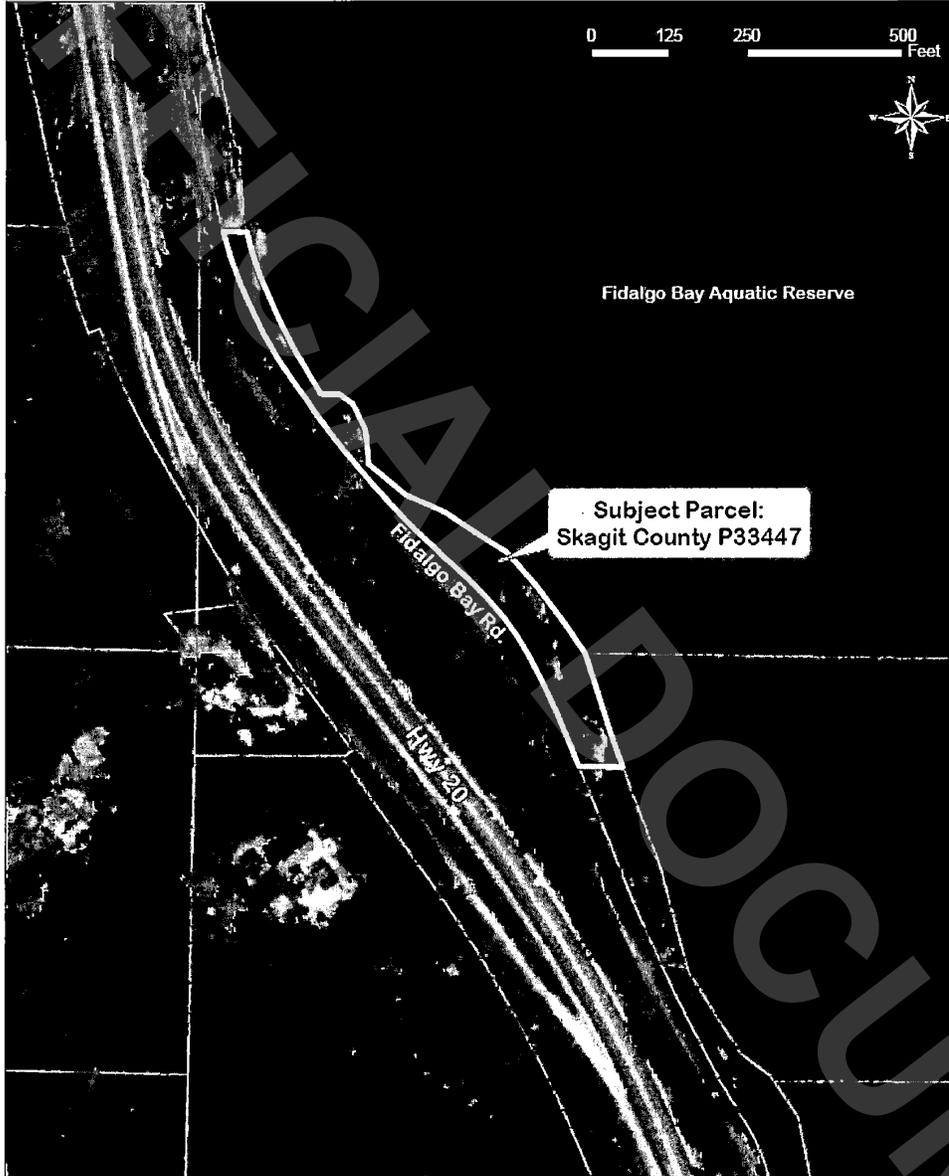


EXHIBIT B
Property Map

Fidalgo Bay Shoreline Protect and Restore – SGP
Project Number 16-2206
Skagit Land Trust

Imagery: NAIP 2017

Map prepared 10/16/2018



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