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Skagit County Auditor

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: Portion of Section 31, Township 36 North, Range 11 East W.M. (More
particularly described in Exhibit "A" (Legal Description), and as depicted in
Exhibit "B" (Property Map)),

Assessor's Property Tax Parcel Number(s): 51947

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 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



entered into between the Grantor and the Grantee entitled Skagit Tier 1 and Tier 2 Floodplain Acquisition, Project Number 16-2804C signed by the Grantor on the 2nd day of November, 2017 and the Grantee the 7th day of November, 2017, 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: 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.

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.

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

SVL

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 3RD day of June, 2019

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: June 3, 2019

Signed: Leslie Frank

Notary Public in and for the State of Washington,
residing in Thurston County

My commission expires 7-9-21



STC

EXHIBIT A
Legal Description

Parcel "A":

Tract "A" of that certain survey of a portion of Section 31, Township 36 North, Range 11 East, W.M., recorded August 11, 1977 under Auditor's File No. 862463 in Volume 2 of Surveys, page 45, records of Skagit County, Washington;

TOGETHER WITH a non-exclusive easement 60 feet in width for road and utility purposes, over and across Tract "E" of said survey and as described and set forth in that certain "Declaration of Easement" recorded on August 10, 1977, filed under Auditor's File No. 862311, records of Skagit County, Washington.

Parcel "B":

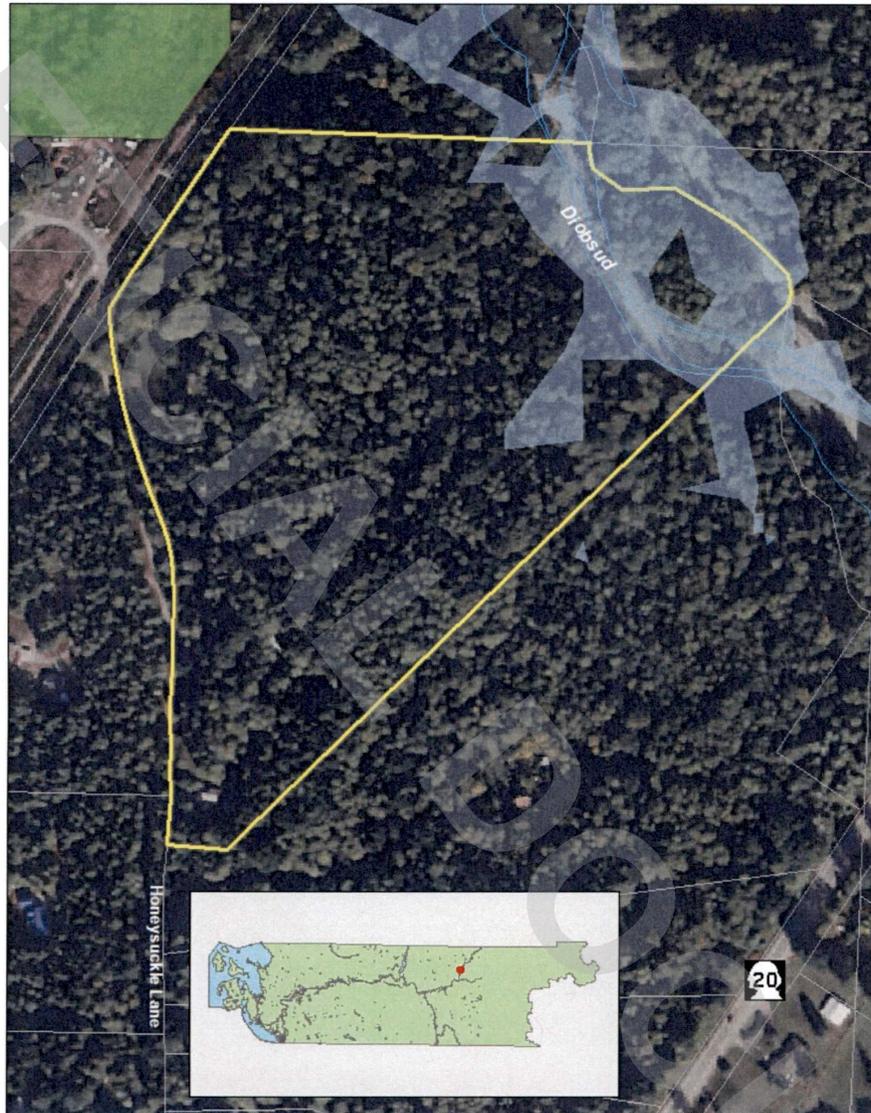
That portion of the Northwest 1/4 of the Southeast 1/4 of Section 31, Township 36 North, Range 11 East, W.M., lying Southeasterly of the right-of-way line of the Seattle Municipal Railway right-of-way, as condemned in Skagit County Cause No. 9510 and lying Easterly of the East line of that certain 60 foot wide easement for road and utility purposes as more particularly described in instrument recorded August 10, 1977, under Auditor's File No. 862311.

EXCEPT rights-of-way and easements heretofore acquired by the City of Seattle. Situate in the County of Skagit, State of Washington. Parcel "A":



EXHIBIT B
Property Map
SRFB #16-2804C

Diobsud - Abel Acquisition - P51947 - 24.43 acres; S31, T36, R11



Legend:
Diobsud 2 year floodplain extent (light blue)
Protected_Lands (green)
Diobsud-Abel (yellow)

Scale: 0, 165, 330, 660 Feet

Map prepared 1/14/19

SKAGIT LAND TRUST
Saving Land for Tomorrow

SLT