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07/17/2020 04:06 PM Pages: 1 of 7 Fees: \$109.50
Skagit County Auditor

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY <u>HB</u>
DATE <u>7-17-2020</u>

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

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

Samish Island Flower Farm Property

Grantor: Skagit Land Trust (Sponsor Name)

Grantee: STATE OF WASHINGTON, acting by and through the WASHINGTON
STATE RECREATION AND CONSERVATION OFFICE, including any
successor agencies.

Abbreviated
Legal

Description: That portion of Lot 2 of SP PL-18-0489 in GL 4 of Sec.36, Twp. 36 N., R. 2 E.
lying So of the road. (More particularly described in Exhibit "A" (Legal
Description), and as depicted in Exhibit "B" (Property Map)),

Assessor's Property Tax Parcel Number(s): P133563 (360236-0-010-0102)

Reference Numbers of Documents Assigned or Released: Recorded Survey #201902150064;
Recorded Deed #201902150069

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 Samish Island Shoreline Protection- SGP, Project Number 18-2064, signed by the Grantor on the 18th day of November 2019 and the Grantee the 21st day of November 2019 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 estuarine and marine near-shore. This habitat supports or may support priority species or groups of species including but not limited to waterfowl concentrations including Brandt; shorebirds including high counts for dunlins and western sandpipers; populations of least sandpipers, killdeers, and black-bellied plovers.
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 or its successors.

The Washington State Recreation and Conservation Office shall have a right to enforce the terms of this Deed.

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GRANTOR:

Skagit Land Trust

By: Jim Glackin

Name: Jim Glackin

Title: President, Skagit Land Trust Board of Directors

Dated this 15th day of July, 2020STATE OF WASHINGTON)
) ss
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that Jim Glackin
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 President of Board for the Grantor, Skagit Land Trust
and to be the free and voluntary act of such party for the uses and purposes mentioned in the
instrument.

Dated: 7/15/20Signed: Jane Zillig

Notary Public in and for the State of Washington,

residing in Sebo Woodley WAMy commission expires 3-10-23

JANE ZILLIG
Notary Public
State of Washington
Commission # 25616
My Comm. Expires Mar 10, 2023

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FOLLOWS



GRANTEE:STATE OF WASHINGTON, acting by and through the WASHINGTON STATE
RECREATION AND CONSERVATION OFFICEBy: 

Name: Scott T. Robinson

Title: Deputy Director

Dated this 18th day of June, 2020STATE 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 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: June 18, 2020Signed: Notary Public in and for the State of Washington,
residing in Thurston CountyMy commission expires 7-9-20

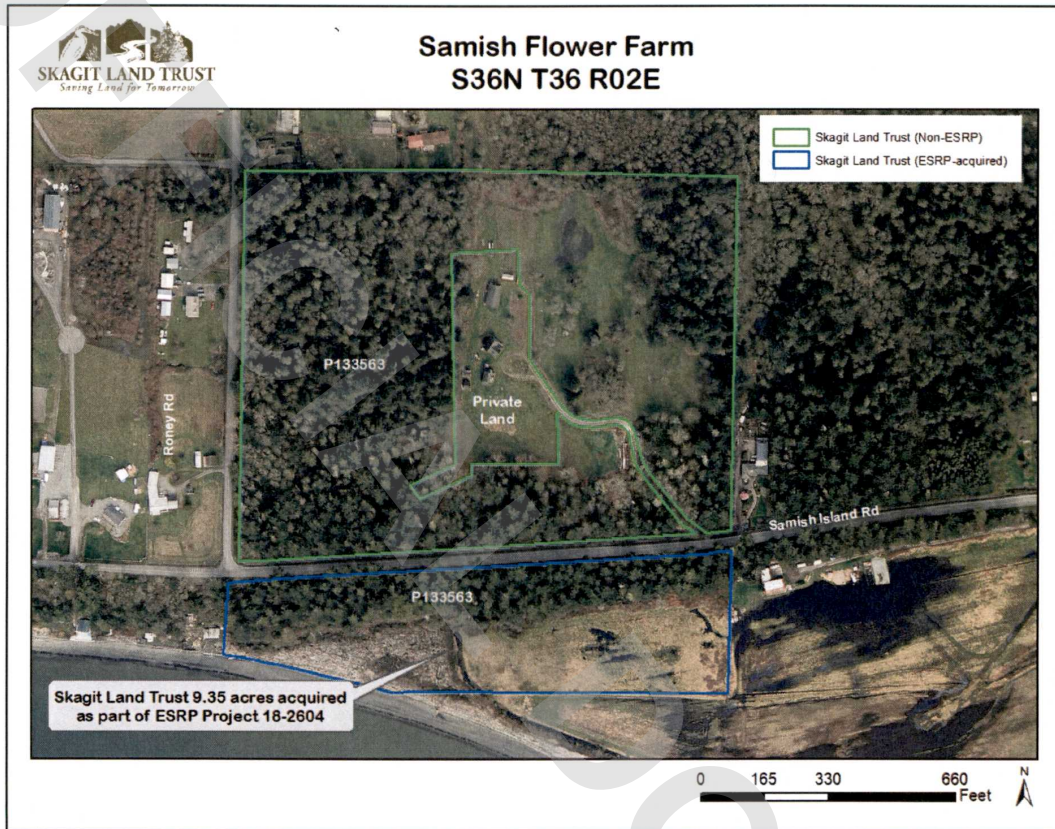
EXHIBIT A
Legal Description

That portion of Lot 2 of Skagit County Short Plat No. PL-18-0489, approved February 6, 2019 and recorded February 15, 2019 as Auditor's File No 201902150064 lying South of the Samish Island Road being identified on the Short Plat as "Lot 2 (South)"; being a portion of Government Lot 4 of Section 36, Township 36 North, Range 2 East, W.M.



EXHIBIT B
Property Map

Samish Island Shoreline Protection- SGP, Project Number 18-2064



Map created 6/1/2020

