

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

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY Heather Beauvais
DATE 04/30/2021

DEED OF RIGHT TO USE LAND FOR GNW 20-8075
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 12, Township 34 North, Range 9 East, Ptns SW ¼ Skagit County,
Washington

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

Assessor's Property Tax Parcel Number: P30904, P30920, P30921 and P30927; Skagit
County



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 II (a), Project Number 18-1502 signed by the Grantor on the 2nd day of January, 2019 and by the Grantee on the 5th day of February, 2019; and 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.

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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EXHIBIT A
Legal Description

The Land referred to herein below is situated in the County of Skagit, State of Washington, and is described as follows:

Parcel "A":

Government Lot 8 of Section 12, Township 34 North, Range 9 East, W.M.; EXCEPT that portion thereof conveyed to School District No. 56 by deed recorded October 18, 1894 as Auditor's File No. 20526 in Volume 28 of Deeds, Page 729, records of Skagit County, Washington.

Parcel "B":

The North 1/2 of the Southwest 1/4; of the Southwest 1/4 of Section 12, Township 34 North, Range 9 East, W.M.; lying East of the Sauk River as shown on the face of Skagit County Short Plat No. 72-76 recorded as Auditor's File No. 857846, records of Skagit County, Washington.

Parcel "C":

That portion of Government Lot 6 of Section 12, Township 34 North, Range 9 East, W.M., lying Southerly of the Sauk River, described as follows:

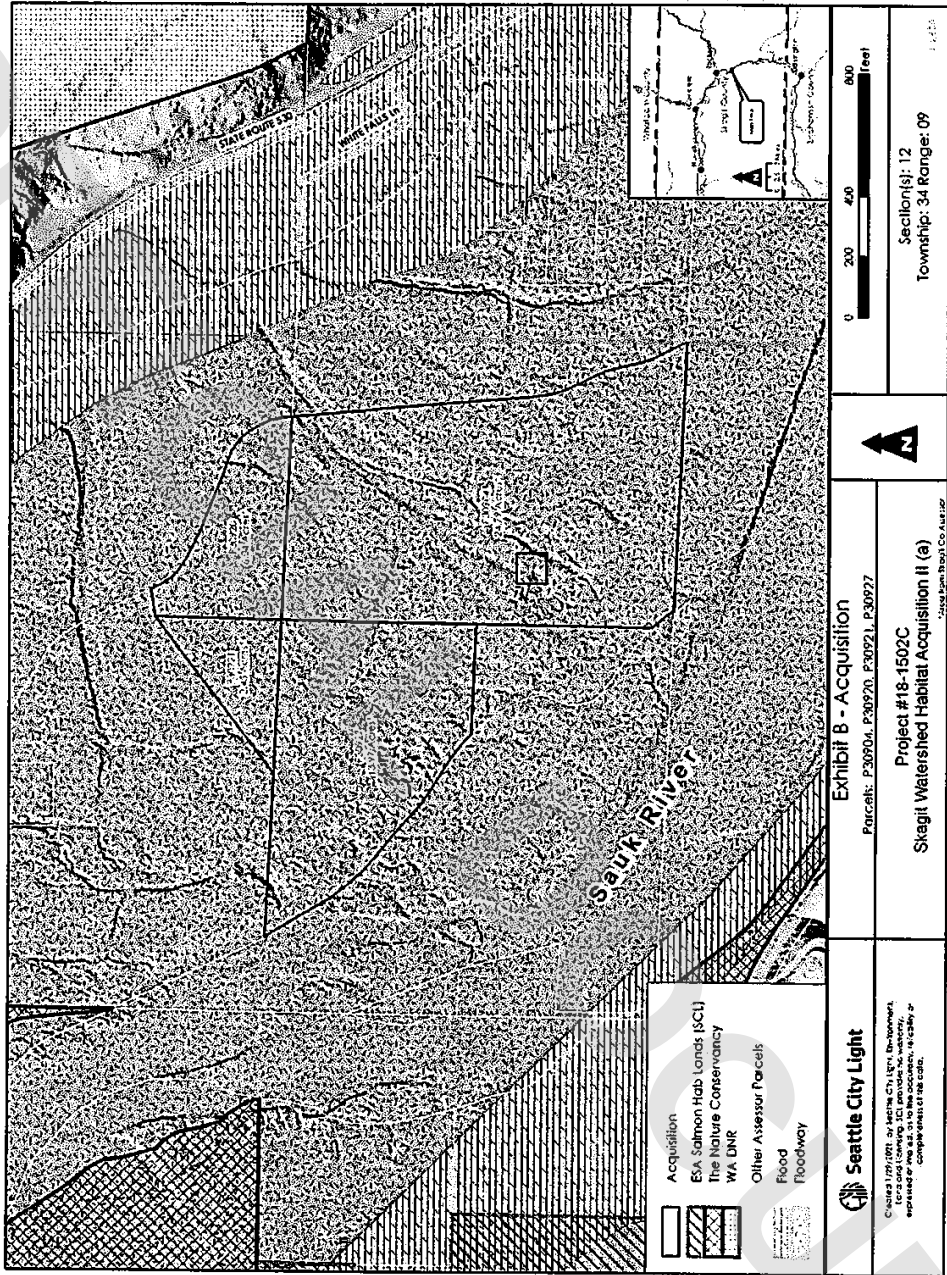
Beginning at the South one-quarter corner of said Section 12; thence westerly along the section line 1305 feet; thence Northerly 1318 feet, more or less, to the Southwest corner of said Government Lot 6, and the True Point of Beginning of the land to be described; thence Easterly along the Southerly boundary of Government Lot 6 and its extension Easterly, for a distance of 1305 feet; thence at an angle of 90° to the left a distance of 650 feet; thence Southwesterly to a point on the Westerly boundary of said Government Lot 6, which lies 420 feet Northerly of the Southwest corner thereof; thence Southerly 420 feet to the True Point of Beginning.

Parcel "D":

That portion of Government Lot 7 of Section 12, Township 34 North, Range 9 East, W.M., lying Southerly and Easterly of the Sauk River, described as follows:

Beginning at the South one-quarter corner to said Section 12; thence Westerly along the Section line, a distance of 1305 feet; thence Northerly 1318 feet, more or less, to the Southeast corner of Government Lot 7 and the True Point of Beginning of the tract of land to be described; thence Westerly on the Southerly boundary of Government Lot 7, a distance of 510 feet; thence Northeasterly to a point on the Easterly boundary of Government Lot 7, which lies 420 feet Northerly from the Southeast corner thereof; thence Southerly to the True Point of Beginning.





STP