



**202106240062**

06/24/2021 11:51 AM Pages: 1 of 7 Fees: \$109.50  
Skagit County Auditor

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

<b>REVIEWED BY</b> <b>SKAGIT COUNTY TREASURER</b> DEPUTY <u>Josie Bear</u> DATE <u>6-24-2021</u>
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**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: Section 31, Township 36N, Range 11E-Ptn SE (aka a portion of Tr. B, Survey  
AF #862463) (More particularly described in Exhibit "A" (Legal Description),  
and as depicted in Exhibit "B" (Property Map)),

Assessor's Property Tax Parcel Number(s): A portion of parcel number 51948 (P135190)

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 Watershed Habitat Acquisition II, Project Number 18-2617C signed by the Grantor on the 10<sup>th</sup> day of January, 2019 and the Grantee the 28th day of January, 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: 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.

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**GRANTOR:**

SKAGIT LAND TRUST

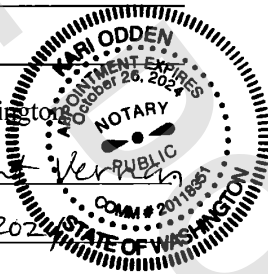
By: Mark HitchcockName: Mark HitchcockTitle: President, Board of Directors of Skagit Land TrustDated this 23<sup>RD</sup> day of JUNE, 2021

STATE OF WASHINGTON )  
 ) ss  
 COUNTY OF SKAGIT )

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

Dated: 6/23/2021Signed: Kari Odden

Notary Public in and for the State of Washington

residing in Skagit, Mount VernonMy commission expires 10/26/2024

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 FOLLOWS

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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: Name: Scott T. RobinsonTitle: Deputy DirectorDated this 13<sup>TH</sup> day of May, 2021

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: 05/13/2021Signed: Lanlalit Niwlaai

Notary Public in and for the State of Washington,

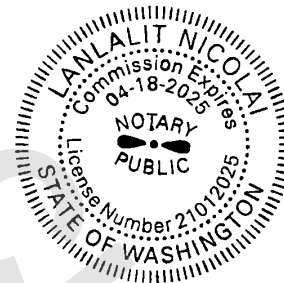
residing in Thurston CountyMy commission expires 04/18/2025

EXHIBIT A  
Legal Description

That portion of the following described Tract "X" lying Northeasterly of the following described line:

BEGINNING at the Easterly most corner of Tract "B" of that certain Record of Survey map recorded under Skagit County Auditor's File No. 862463, also being the Southerly most corner of that certain parcel conveyed to Peter A. Oldow and Nancy L. Oldow, husband and wife, recorded under Skagit County Auditor's File No. 7910090021, being a point on the Northwesterly right-of-way margin of State Route 20 as shown on said Record of Survey; thence North 55°28'00" West along the Southwesterly line of said Oldow parcel, also being a Northeasterly line of said Tract "B" for a distance of 198.00 feet, more or less, to the Southwesterly corner of said Oldow parcel and also being an angle point along the Easterly line of said Tract "B" and being the TRUE POINT OF BEGINNING of said line description. thence continue North 69°35'40" West for a distance of 727.83 feet, more or less, to the Northwesterly line of said Tract "B", also being the Southeasterly line of Tract "A" of said Record of Survey map recorded under Skagit County Auditor's File No. 862463 and being the terminus of said line.

**Tract "X"**

Tract "B" 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.

SUBJECT TO and TOGETHER WITH easements, reservations, restrictions, covenants, liens, leases, court causes and other instruments of record.

Situate in the County of Skagit, State of Washington.

Containing 378,972+/- sq ft, 8.70+/- acres



EXHIBIT B  
Property Map  
SRFB #18-2617-C

Diobsud - Raymond Acquisition - P51948 - 8.7 acre partial acquisition  
S31, T36, R11

