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06/24/2021 11:51 AM Pages: 1 of 8 Fees: \$110.50
Skagit County Auditor

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

REVIEWED BY SKAGIT COUNTY TREASURER DEPUTY <u>Josie Bear</u> DATE <u>6-24-2021</u>

**REPLACEMENT PROPERTY
DEED OF RIGHT TO USE LAND FOR
SALMON RECOVERY PURPOSES**

Sadler Property

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: Tract 3 of Survey entitled, "DAY CREEK MEADOWS," recorded June 5, 1987
in Volume 7 of Surveys, page 72, under Auditor's File No. 8706050019.
(More particularly described in Exhibit "A" (Legal Description), and as
depicted in Exhibit "B" (Property Map)), 21735106

Assessor's Property Tax Parcel Number(s): 350621-0-010-0006 and 350621-0-010-0200, or
alternatively as Parcel ID Numbers P41752 and
P103372.

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 Salmon Recovery Funding Board Account. Such grant is made pursuant to the Project Agreement entered into between the Grantor and the Grantee entitled Middle Skagit Habitat Protection, Project Number 01-1364A, signed by the Grantor on the 28th day of May, 2002 and the Grantee the 14th day of May, 2002; and, entitled Jungers Habitat Acquisition, Project Number 07-1812A, signed by the Grantor on the 27th day of February, 2008 and the Grantee the 24th day of February, 2008; and, entitled Skagit Floodplain Habitat Acquisition Phase II, Project Number 09-1448, signed by the Grantor on the 3rd of March, 2010 and the Grantee the 9th of March, 2010; 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:

1. The Grantor shall take such reasonable and feasible measures as are necessary to protect the Replacement Property, as approved by the Grantee, on March 4, 2021, for a conversion at the Janicki properties (TPN 41866 and 41868, RCO #01-1364); Hampton/Mid-Valley property (TPN 125347, RCO #01-1364); Jungers property (TPN 41871, RCO #07-1812); Jungers/Niver property (TPN 41870, RCO #09-1448); and, Winkes property (TPN 41867, RCO #09-1448), and the Sadler replacement 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 forested floodplain and riparian habitats, along with the constructed Cumberland Creek instream restoration project, which includes wood structures. This habitat supports or may support priority species or groups of species including but not limited to Chinook, chum, coho, and pink salmon, along with steelhead and bull trout.
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 Grant 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.



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GRANTOR:

Skagit Land Trust

By: Mark Hitchcock

Name: MARK HITCHCOCK

Title: PRESIDENT

Dated this 23RD day of JUNE, 2021

STATE OF WASHINGTON)
) ss
COUNTY OF _____)

I certify that I know or have satisfactory evidence that Mark Hitchcock 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 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.

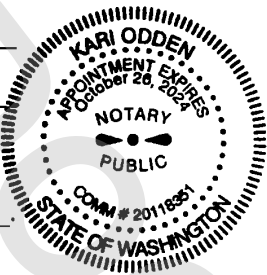
Dated: 6/23/2021

Signed: Kari Odden

Notary Public in and for the State of Washington,

residing in Mount Vernon

My commission expires 10/26/2024




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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: 

Name: Scott T. Robinson

Title: Deputy Director

Dated this 14th day of JUNE, 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 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: 06/14/2021

Signed: Lanlalit Nicolai

Notary Public in and for the State of Washington,

residing in Thurston county

My commission expires 04/18/2025



EXHIBIT A
Legal Description

Tract 3 of Survey entitled, "DAY CREEK MEADOWS," recorded June 5, 1987 in Volume 7 of Surveys, page 72, under Auditor's File No. 8706050019. (being a portion of the West ½ of Section 21, Township 35 North, Range 6 East, W.M.) Situate in the County of Skagit, State of Washington.



EXHIBIT B
Property Map
Replacement Land for Conversion in 01-1364, 07-1812 and 09-1448

Day Creek Meadows - Sadler - P41752 & 103372; 20.3 acres
S21, T35, R06 - Property all in floodway

