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04/15/2022 10:31 AM Pages: 1 of 9 Fees: \$211.50
Skagit County Auditor

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
NEARSHORE AND ESTUARY CONSERVATION AND SALMON RECOVERY
PURPOSES**

Samish Island Entrance 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: Portions of Section 36, Township 36 North, Range 2 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): P47446, P4750, P47495, P47496

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 Estuary and Salmon Restoration Program Account. Such grant is made pursuant to the Grant



Agreement entered into between the Grantor and the Grantee entitled Padilla and Smaish Bays Coastal Protection, Project Number 20-1526 signed by the Grantor on the 14th day of September 2021 and the Grantee the 14th day of September 2021 and supporting materials which are on file with the Grantor and the Grantee in connection with the Grant 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 Grant Agreement, including protecting, preserving, restoring and/or enhancing the habitat functions on the Real Property, which includes estuarine and marine near-shore habitat. This habitat supports or may support priority species or groups of species including, but not limited to, juvenile salmonids (including ESA-listed Chinook as well as coho, pink, and steelhead), surf smelt, otters, small mammals, and multiple bird species.
2. The Grantor shall allow public access to the Property as provided in the Grant 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 the nearshore and estuary conservation and salmon recovery purposes and the Grant 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 Grant Agreement to which the Grantor is a signatory. Such access shall be subject to the restrictions, if any, allowed under the Grant 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 Grant 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 nearshore and estuary conservation and salmon recovery purposes herein granted and as stated in the Grant Agreement. The Grantor shall also not grant or suffer the creation of any property interest that is inconsistent with the nearshore and estuary conservation and salmon recovery purposes herein granted and as stated in the Grant 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 nearshore and estuary conservation and salmon recovery land must be of reasonably equivalent habitat qualities, characteristics and location for the nearshore and estuary conservation and salmon recovery purposes as the Real Property prior to any inconsistent use; (2) the substitute nearshore and estuary conservation and 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 Grant 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.

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GRANTOR:

Skagit Land Trust

By: Mark Hitchcock

Name: Mark Hitchcock

Title: President, Board of Directors

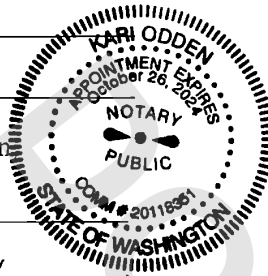
Dated this 31ST day of MARCH, 2022

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 they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledge it as the President of the Board of Directors for the Grantor, Skagit Land Trust, Thi and to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: March 31, 2022Signed: Kari Odden

Notary Public in and for the State of Washington

residing in Mount Vernon, WAMy commission expires 10/26/2024

REMAINDER OF PAGE IS INTENTIONALLY BLANK; ADDITIONAL SIGNATURE PAGE
 FOLLOWS

GRANTEE:

STATE OF WASHINGTON, acting by and through the WASHINGTON STATE
RECREATION AND CONSERVATION OFFICE

By: Scott T. Robinson

Name: Scott T. Robinson

Title: Deputy Director

Dated this 10th day of March, 2022

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: 03/10/2022Signed: Lanlalit Nicolai

Notary Public in and for the State of Washington,

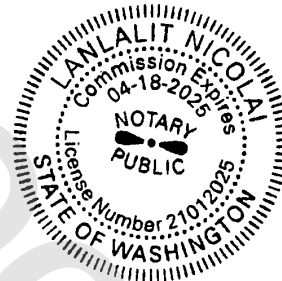
residing in Thurston CountyMy commission expires 04/18/2025

EXHIBIT A
Legal Description

Parcel A:

That portion of Government Lot 3 and the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ in Section 36, Township 36 North, Range 2 East, W.M., more particularly described as follows:

Beginning at the Southwest corner of Government Lot 3 of said Section 36; thence North $1^{\circ}31'00''$ West along the West line of said Government Lot 3, a distance of 374.94 feet to a point on a curve on the South line of the Samish Island County Road No. XXXXIII, at which point the tangent to the curve bears North $79^{\circ}15'23''$ East; thence Northeasterly along said $2^{\circ}57'13''$ curve to the left, having a radius of 1939.86 feet, a distance along the arc of 34.12 feet; thence North $78^{\circ}15'00''$ East along the Southerly side of said County road, a distance of 813.17 feet; thence along a $22^{\circ}20'22''$ curve to the right having a radius of 256.48 feet, a distance along the arc of 162.01 feet; thence South $24^{\circ}26'36''$ East, at right angles to said curve, a distance of 10.00 feet to a point on a curve, at which point the tangent to said curve bears South $65^{\circ}33'24''$ East; thence Southeasterly along said $21^{\circ}30'03''$ curve to the right, having a radius of 265.48 feet, a distance along the arc of 168.30 feet; thence South $29^{\circ}22'15''$ East, a distance of 27.89 feet to a point in the centerline of Siwash Slough; thence along the centerline of Siwash Slough South $41^{\circ}09'57''$ West, a distance of 133.76 feet; thence South $5^{\circ}14'04''$ West, a distance of 373.92 feet; thence South $47^{\circ}32'53''$ West, a distance of 251.73 feet; thence South $75^{\circ}20'08''$ West, a distance of 484.24 feet; thence South $9^{\circ}54'09''$ West, a distance of 282.67 feet; thence South $41^{\circ}56'57''$ West, a distance of 115.71 feet; thence South $46^{\circ}13'40''$ West, to the West line of the said Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$; thence North along said West line to the point of beginning.

EXCEPT that portion conveyed to Skagit County by deed recorded March 15, 1973, under Auditor's File No. 781932.

EXCEPT dike and ditch rights of way.

Parcel B:

That portion of Government Lot 5 in the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 36, Township 36 North, Range 2 East, W.M. lying Northeasterly of the Government Meander Line and Northerly of Siwash Slough.

Parcel C:

That portion of Government Lots 3, 5 and 6; and the Northeast Quarter (NE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$); all in Section 36, Township 36 North, Range 2 East, W.M., described as follows:



Commencing at a point on the East line of Government Lot 7 in said Section 36, which point bears N 1°35'00" W, a distance of 1051.16 feet from the South Quarter (S 1/4) corner of said Section 36;
thence S 89°23'00" W a distance of 1003.20 feet to a point on the Government Meander line along the West side of said Section 36;
thence along said Government Meander Line on the following courses and distances:
N 21°25'57" W, a distance of 92.45 feet;
N 63°10'57" W, a distance of 354.19 feet;
N 2°40'57" W, a distance of 154.56 feet;
N 43°40'57" W, a distance of 12.63 feet to a point on the Southwesterly extension of the centerline to an existing drainage ditch and the True Point of Beginning;
thence continuing N 43°40'57" W along said Government Meander Line, a distance of 67.87 feet to a point in the centerline of Siwash Slough;
thence N 46°13'40" E along the centerline of said Siwash Slough, a distance of 392.03 feet;
thence N 41°56'57" E, a distance of 115.71 feet;
thence N 9°54'09" E, a distance of 282.67 feet;
thence N 75°20'08" E, a distance of 484.24 feet;
thence N 47°32'53" E, a distance of 231.73 feet;
thence N 5°14'24" E, a distance of 373.92 feet;
thence N 41°09'57" E, a distance of 155.02 feet;
thence N 67°50'00" E, a distance of 115.56 feet to a point on the Westerly line of that certain tract conveyed to Floyd G. Squires Sr. by J.T. Squires Sr. recorded November 29, 1939, in Volume 178 of Deeds, Page 345, Records of Skagit County, Washington and filed under Auditor's File No. 319462;
thence S 6°36'27" W along the Westerly line of the aforementioned tract, a distance of 82.50 feet;
thence S 71°53'33" E, a distance of 290.40 feet;
thence N 76°25'29" E, a distance of 33.15 feet;
thence N 21°30'33" W, a distance of 146.08 feet to a point on the Government Meander Line along the East side of said Section 36;
thence S 31°23'33" E along said Government Meander Line; a distance of 388.21 feet;
thence S 35°53'33" E, a distance of 582.52 feet;
thence S 49°23'33" E, a distance of 114.74 feet to a point on the Northeasterly extension of the centerline to said existing drainage ditch, and which point bears N 74°27'18" E, a distance of 2201.37 feet from the True Point of Beginning;
thence S 74°27'18" W along said drainage ditch centerline and the Southwesterly and Northeasterly extensions thereof, a distance of 2201.37 feet to the True Point of Beginning.

EXCEPT therefrom the County Road, now known as Samish Island Road, which runs through said Government Lots 3 and 6 and the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) of said Section 36.



AND EXCEPT that portion conveyed to Skagit County for road by deed recorded April 24, 1973, under Auditor's File No. 783970.

AND EXCEPTING from said premises any dike or ditch rights of way.

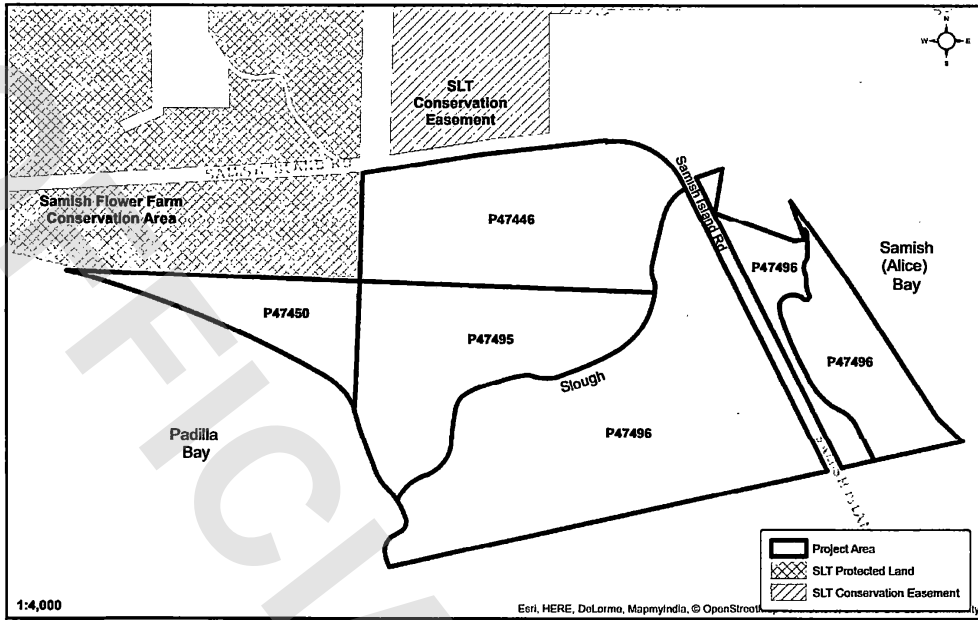
Situate in the County of Skagit, State of Washington.

END OF EXHIBIT A





Padilla and Samish Bays Coastal Protection ESRP Grant #20-1526C



Sept 2021 Date: Sept 2021
Data: Skagit County Parcel Data
Care was used during the compilation of these maps to ensure accuracy, however, Skagit Land Trust cannot accept responsibility for errors or omissions.

SW S36 T36 R02

0 240 480 960 Feet

