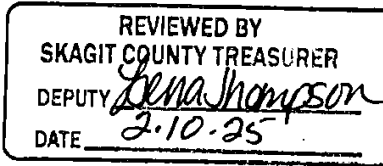




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02/10/2025 02:52 PM Pages: 1 of 8 Fees: \$310.50
Skagit County Auditor



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

**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: LOT 3 OF THAT CERTAIN 5 ACRE PARCEL SURVEY MAP
NO 145-79, ENTITLED, ALTERRA PARK DIV 1, APPROVED
SEPTEMBER 17, 1980 AND RECORDED SEPTEMBER 26,
1980, UNDER AF#8009260003 IN VOLUME 4 OF SHORT
PLATS, PAGE 182, RECORDS OF SKAGIT COUNTY,
WASHINGTON; BEING A PORTION OF SECTION 7,
TOWNSHIP 35 NORTH, RANGE 8 EAST, W.M.

Tax Parcel Number(s): P43477/351108-0-002-0006

Reference Numbers of Documents Assigned or Released: AFN 202409300243



The Grantor enters this Deed for and in consideration of monies coming in whole or in part from the State Building Construction Account. Such grant is made pursuant to the Project Agreement entered into between the Grantor and the Grantee entitled 23-1183 Plan, Acq, 2023 Skagit Watershed Habitat Acquisition - SLT signed by the Grantor on the 2nd day of November, 2023, and the Grantee the 3rd day of November, 2023, 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 Grant 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.
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 between the Grantee and Grantor, or under state law.
3. Public access may be limited as necessary for safe and effective management of the property consistent with salmon recovery purposes, but only by written approval of the RCO or funding board.
4. 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.
5. 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 salmon recovery grant 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 salmon recovery grant purposes herein granted and as stated in the Grant Agreement or otherwise approved in writing by the RCO or funding board.



6. 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:
- 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;
 - 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
 - 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, or the Real Property further encumbered, or any property rights in or appurtenant to the Real Property transferred or sold, unless specific written approval has been granted by RCO and/or the Washington State Salmon Recovery Funding Board or its successors. No sale or transfer of the Real Property including less than fee conveyance of property interest, or changes to this Deed, shall be made without the written approval of the RCO. Any such sale or transfer of any property interest or rights in the Real Property, or changes to this Deed, or the recording of any encumbrance, covenant, etc. upon the Real Property shall be void when made unless approved in writing by RCO or made part of the Grant Agreement by amendment.

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.



GRANTOR:

SKAGIT LAND TRUST

By: Kathy Thornburgh
Name: Kathy Thornburgh

Title: President, Board of Directors of Skagit Land Trust

Dated this 22 day of January, ~~2024~~ 2025 STR

STATE OF WASHINGTON)
) ss
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that Kathleen Thornburgh is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that 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.

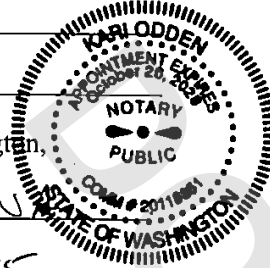
Dated: 1/22/2025

Signed: Kar. Odden

Notary Public in and for the State of Washington,

residing in Mount Vernon, WA

My commission expires 10/26/2025




REMAINDER OF PAGE IS INTENTIONALLY BLANK; ADDITIONAL SIGNATURE PAGE FOLLOWS

STR

GRANTEE:

STATE OF WASHINGTON, acting by and through THE WASHINGTON STATE
SALMON RECOVERY FUNDING BOARD, administered by the RECREATION
AND CONSERVATION OFFICE

By: Name: Scott T. RobinsonTitle: Deputy DirectorDated this 7TH day of JANUARY, ~~2024~~ 2025 

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: 1/7/2025Signed: Monica Atkins

Notary Public in and for the State of Washington,

residing in THURSTON COUNTYMy commission expires 3/30/2027

EXHIBIT A
Legal Description

Lot 3 of that certain 5 acre Parcel Survey Map No. 145-79, entitled, "ALTERRA PARK, DIV. I", approved September 17, 1980 and recorded September 26, 1980, under Auditor's File No. 8009260003 in Volume 4 of Short Plats, page 182, records of Skagit County, Washington; being a portion of Section 7, Township 35 North, Range 8 East, W.M.

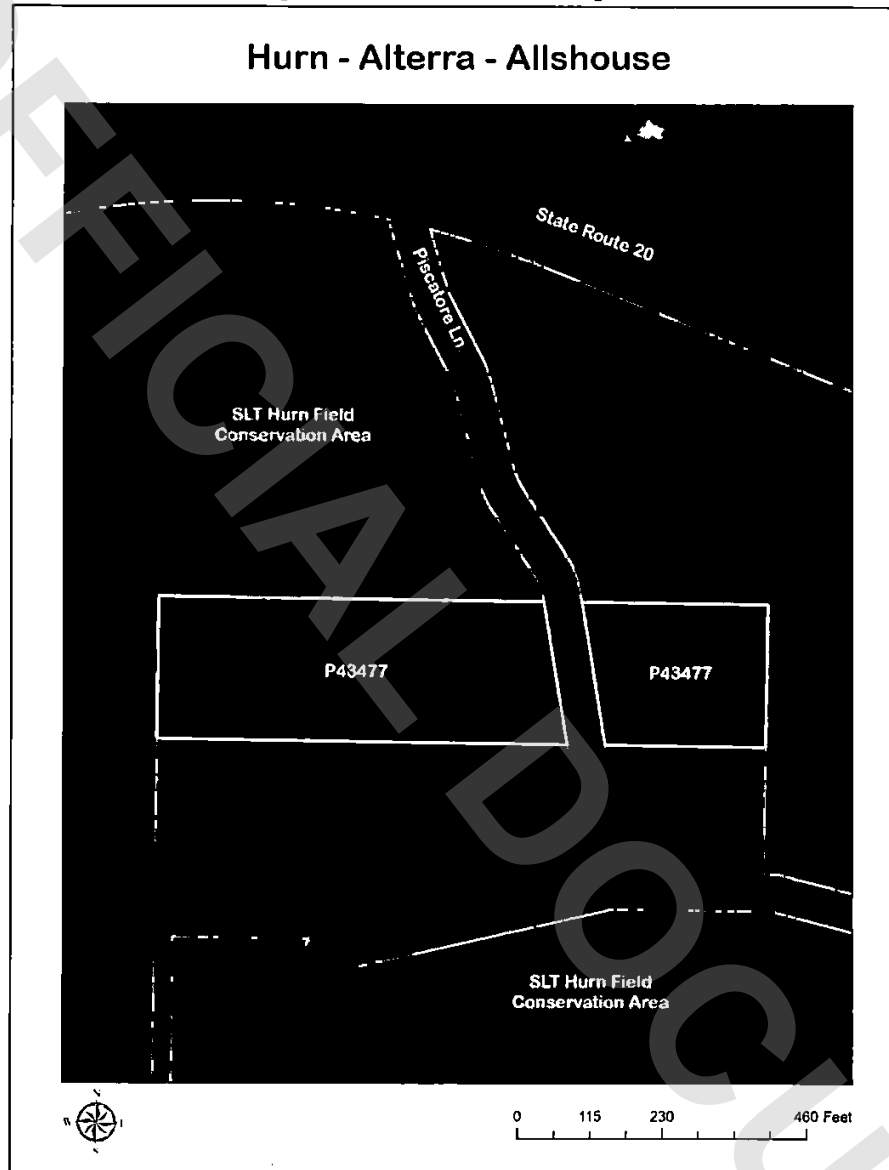
TOGETHER WITH a non-exclusive easement for ingress, egress and utilities over and across Tract "A" of that certain 5 Acre Parcel Survey Map No. 145-79 entitled, "Alterra Park Div. I", approved September 17, 1980 and recorded September 26, 1980, under Auditor's File No. 8009260003, in Volume 4 of Short Plats, page 182, records of Skagit County, Washington. (Includes Piscatore Lane and Vista Verde Lane, as delineated on the face of said 5 acre Parcel Survey Map.)

ALSO TOGETHER WITH an undivided 1/16th interest in Tract "A" of that certain 5 Acre Parcel Survey Map No. 145-79, entitled, "Alterra Park Div. I", approved September 17, 1980 and recorded September 26, 1980 under Auditor's File No. 8009260003, in Volume 4 of Short Plats, page 182, records of Skagit County, Washington, and an undivided 1/16th interest in Tract "B" Amended Parcel Survey Map No. 517-80, recorded October 27, 1982 in Volume 6 of Short Plats, pages 20-22 inclusive, under Auditor's File No. 8210270074, as said 1/16th interest was conveyed by Deed recorded December 27, 1993, under Auditor's File No. 9312270121, said instrument is a re-recording of Auditor's File No. 9302030181, records of Skagit County, Washington

Situate in the County of Skagit, State of Washington.



EXHIBIT B
Property Map
RCO 23-1183
2023 Skagit Watershed Habitat Acquisition SLT



Michael Kirshenbaum

Michael Kirshenbaum, Conservation Director, Skagit Land Trust



REMAINDER OF PAGE IS INTENTIONALLY BLANK; SIGNATURE PAGES FOLLOW

