

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

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY Lena Thompson
DATE 08/19/2025

GNW 24-21671

**DEED OF RIGHT TO USE LAND FOR
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: Ptn. NE, SW, SE, & Gov. Lots 2 & 3, Section 13, Township 35 North,
Range 5 East and Ptn. Gov. Lot 2, Section
18, Township 35 North, Range 6 East

in Skagit County, Washington

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

Assessor's Property Tax Parcel Numbers: P41569, P38951, P38985, P38952, P38995,
P38998, P39012, P39021, P39022 and P39023; 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 Natural Climate Solutions Account, State Building Construction Account-



Salmon Recovery Funding Board , Puget Sound Acquisition and Restoration Account. Such grant is made pursuant to the Project Agreements entered into between the Grantor and the Grantee entitled 2022 Skagit Watershed Habitat Acquisition VI (b), Project Number 22-1595A, signed by the Grantor on the 23rd day of February, 2023 and by the Grantee on the 23rd day of February, 2023, and Skagit Watershed Habitat Acquisition 2024 SCL Project Number 24-1743A, signed by the Grantor on the 10th day of January, 2025 and by the Grantee on the 13th day of January, 2025 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 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.
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 Project Agreement, by written agreement with the Grantee, 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 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.
5. 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.



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:
- a. 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;
 - b. 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
 - c. 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 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.



EXHIBIT A**Legal Description**

The Land referred to herein below and is described as follows:

Property Address: 8362 Robinson Road, Sedro-Woolley, WA 98284

Tax Parcel Number(s): P41569, P39012, P39021, P39022, P39023, P38951, P38952, P38985, P38995 and P38998

Property Description:

Parcel A:

That portion of the South 1/2 of the Northeast 1/4 of Section 13, Township 35 North, Range 5 East, W.M., lying Southerly of the Great Northern Railway right of way and East of a line drawn due South from the Southeast corner of the Great Northern Railway Company's Trestle No. 37, as it existed on August 9, 1941. EXCEPT that portion thereof lying East of a straight line drawn South from a point on South line of the Minkler Road, as it existed on January 9, 1920, 600 feet West (as measured along said road) of its intersection with the East line of said Section 13.

Parcel B:

The Southeast 1/4 of the Southwest 1/4; Government Lots 2 and 3; the Northeast 1/4 of the Southeast 1/4; the Northwest 1/4 of the Southeast 1/4; and the Northeast 1/4 of the Southwest 1/4; EXCEPT the West 660 feet thereof, all in Section 13, Township 35 North, Range 5 East, W.M., EXCEPT roads, EXCEPT that portion, if any, lying within the bed of the Skagit River, AND EXCEPT the following described tract:

Beginning at the Northeast corner of the Southwest 1/4 of said Section 13; thence West 720 feet; thence South 100 feet; thence East 1320 feet; thence North 100 feet; thence West 600 feet to the point of beginning.

Parcel C:

That portion of Government Lot 2 in Section 18, Township 35 North, Range 6 East, W.M., lying South of the Great Northern Railway right of way, EXCEPT County road along the East line thereof, ALSO EXCEPT the following described tract:

Beginning at the point of intersection of the Southeast corner of said Lot 2 and the West line of the County road right-of-way; thence West along the South line of said Lot 2, 100 feet; thence North parallel with the East line of said Lot 2, 25 feet; thence East parallel



with the South line of said Lot 2, 100 feet, more or less, to the West line of the County road; thence South along said West line to the point of beginning.



EXHIBIT B
 Property Map

