

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



201405270356 7 PGS  
05/27/2014 1:36pm \$78.00  
SNOHOMISH COUNTY, WASHINGTON

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

OLD REPUBLIC TITLE, LTD 7178  
07-91497

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 Gov Lot 5, 12-32-9E and Ptn Gov Lot 5, 13-32-9E.  
Portion of Government Lot 5, Section 12, Township 32 North, Range 9 East,  
W.M., and a portion of Government Lot 5, Section 13, Township 32 North,  
Range 9 East, W.M., Snohomish County, Washington State.  
More particularly described in Exhibit "A" (Legal Description), and as depicted  
in Exhibit "B" (Property Map),

Assessor's  
Property Tax

Parcel Number(s): 32091200301100 and 32091300200400, Snohomish 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 Salmon Recovery Funding Board Account. Such grant is made pursuant to the Project Agreements entered into between the Grantor and the Grantee entitled Skagit Tier 1 & Tier 2 Floodplain Acquisition II, Project Number 11-1536A signed by the Grantor on the 13<sup>th</sup> day of March, 2012 and by the Grantee on the 26<sup>th</sup> day of March, 2012 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: 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.

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:**

City of Seattle acting by and through Seattle City Light Department

By: *Lynn Best*

Name: Lynn Best

Title: Environmental Affairs and Real Estate Division Director

Dated this 12 day of May, 2014

STATE OF WASHINGTON )

COUNTY OF KING )

) ss

I certify that I know or have satisfactory evidence that Lynn Best 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 Environmental Affairs and Real Estate Division Director for the Sponsor, City of Seattle and to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

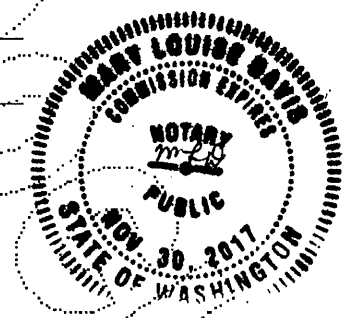
Dated: May 12<sup>th</sup>, 2014

Signed: Mary Louise Davis

Printed Name: Mary Louise Davis

Notary Public in and for the State of Washington,  
residing in Edmonds, WA.

My commission expires November 30, 2017



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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: Kaleen Cottingham

Name: Kaleen Cottingham

Title: Director

Dated this 5<sup>th</sup> day of May, 2014

STATE OF WASHINGTON )

COUNTY OF Thurston ) ss

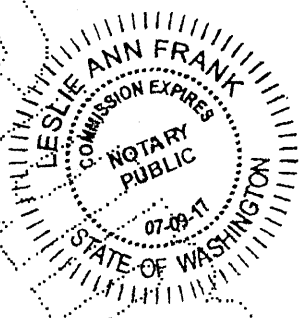
I certify that I know or have satisfactory evidence that Kaleen Cottingham is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledge it as the Director for the Recreation and Conservation Office and to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: May 5, 2014

Signed: Leslie Ann Frank

Notary Public in and for the State of Washington,  
residing in Thurston County

My commission expires 7-9-17



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Exhibit A: Legal Description

The land referred to is situated in the unincorporated area of the County of Snohomish, State of Washington, and is described as follows:

REVISED PARCEL B of Short Plat recorded under Auditor's File No. 201403170338, more particularly described as follows:

All the Government Lot 5, Section 13, Township 32 North, Range 9 East, W.M., Snohomish County, Washington.

TOGETHER with that portion of Government Lot 5, Section 12, Township 32 North Range 9 East, W.M., Snohomish County, Washington lying Westerly or Southerly of the following described line:

Commencing at the Northeast corner of said Government Lot 5;  
THENCE North 88°57'27" West along the North line of said Government Lot 5, a distance of 805.00 feet to the Beginning of said Described line;  
THENCE South 00°07'42" East parallel with the East line of said Government Lot 5, a distance of 1050.00 feet;  
THENCE South 89°57'27" East 325.00 feet;  
THENCE South 00°07'42" East 255.04 feet, more or less, the South line of said Government Lot 5 and the terminus of said described line.

EXCEPT ROADS.

SUBJECT TO an easement for ingress, egress, and utilities for the benefit of Revised Parcel A, as recorded under Auditor's File Number 201403170338 and described as follows:

That portion of Revised Parcel B being a strip of land 20.00 feet wide, with 10.00 feet each side of the following described centerline:  
Commencing at the Northwest corner of Government Lot 5, Section 12, Township 32 North, Range 9 East, W.M.,  
THENCE South 00°07'44" East along the West line of said Government Lot 5 a distance of 3.00 feet to the Beginning of said described Centerline,  
THENCE North 84°36'06" East 30.95 feet;  
THENCE North 81°16'08" East 69.00 feet;  
THENCE along a curve to the right having a radius of 135.00 feet, through a central angle of 32°37'18", an arc length of 76.86 feet;  
THENCE South 66°06'34" East 57.57 feet;  
THENCE South 71°56'40" East 84.03 feet;  
THENCE along a curve to the right having a radius of 155.00 feet through a central angle of 27°36'31", an arc length of 74.69 feet;  
THENCE South 44°20'09" East 103.25 feet;  
THENCE along a curve to the left having a radius of 1145.00 feet through a central angle of 03°57'43", an arc length of 79.18 feet;  
THENCE South 48°17'52" East 101.53 feet to the East line of Revised Parcel B and Terminus of said Centerline.

The sidelines of said easement are to be lengthened or shortened to meet at angle points, and to begin or end on the exterior boundary lines of Revised Parcel B.

ALL SITUATED in the County of Snohomish, State of Washington

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# O'Hare Property After Short Subdivision

SNOHOMISH CO PARCELS: 32091200301100 & 32091300200400 SEC 12 and 13 TWP 32 RGE 09



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Handwritten initials 'KC' in a box.