

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



201410220026

Skagit County Auditor \$78.00  
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GUARDIAN NORTHWEST TITLE CO.

107424-2

**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

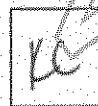
Description: Section 29, Township 35 North, Range 10 East; Ptn. Of Gov't Lot 3 & ptn. NE-  
SE

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

Assessor's  
Property Tax  
Parcel Number(s): P103088 and P45647, 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 Salmon Recovery Funding Board Account. Such grant is made pursuant to the Project Agreements entered into between the Grantor and the Grantee entitled Savage Slough Acquisition and Restoration, Project Number 09-1450C signed by the Grantor on the 23<sup>rd</sup> day of December, 2009 and by the Grantee on the 5<sup>th</sup> day of January, 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: 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



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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: *[Signature]* *For Lynn Best*

Name: Lynn Best

Title: Environmental Affairs and Real Estate Division Director

Dated this 1<sup>st</sup> day of October, 2014

STATE OF WASHINGTON )

) SS

COUNTY OF KING )

*William Devereaux, for*

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.

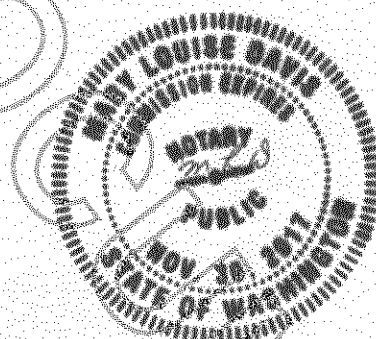
Dated: October 1, 2014

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



*kc*

**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 30<sup>th</sup> day of September, 2014

STATE OF WASHINGTON )  
COUNTY OF Thurston ) ss

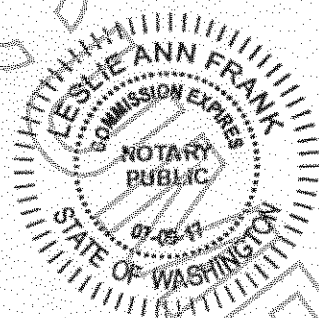
I certify that I know or have satisfactory evidence that Kaleen Cottingham is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledge it as the Director for the Recreation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

Dated: September 30, 2014

Signed: Leslie Ann Frank

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

My commission expires 7-9-17



KE



Exhibit A: Legal Description

Parcel "A":

The Northeast 1/4 of the Southeast 1/4 of Section 29, Township 35 North, Range 10 East, W.M., EXCEPT that portion thereof, if any, lying within the bed and shores of the Skagit River, ALSO EXCEPT that portion thereof lying Northerly of the following described line:

Beginning at a point on the East line of said subdivision which is 2407.0 feet North of the Southeast corner of said Section 29; thence North 47°15' West to a point on the North line of said subdivision, which point is the terminal point of this line;

TOGETHER WITH non-exclusive easements for ingress and egress over and across the following described tracts:

The South 40 feet of the West 40 feet of the Northwest 1/4 of the Southwest 1/4 of Section 28, Township 35 North, Range 10 East, W.M.; the West 40 feet and the South 40 feet of the North 1/2 of the Southwest 1/4 of the Southwest 1/4 of Section 28, Township 35 North, Range 10 East W.M.; the West 60 feet of the Southeast 1/4 of the Southwest 1/4 of Section 28, Township 35 North, Range 10 East W.M., lying Southerly of the North line of the South 40 feet of the North 1/2 of said Southeast 1/4 of the Southwest 1/4; and that portion of the West 60 feet of the Northeast 1/4 of the Northwest 1/4 of Section 33, Township 35 North, Range 10 East W.M. lying Northerly of the 50-foot wide right-of-way conveyed to Skagit County for the Martin Ranch Road by deed recorded February 24, 1940 as Auditor's File No. 322221 in Volume 180 of Deeds, page 68.

Parcel "B":

That portion of Government Lot 3 and that portion of the Northeast 1/4 of the Southeast 1/4 of Section 29, Township 35 North, Range 10 East, W.M., described as follows:

Beginning at the East 1/4 corner of said Section 29;

Thence in Government Lot 3, North 49 degrees 49'26" West 326.00 feet;

Thence along the centerline of Illabot Creek, as it existed March 1, 1973, North 15 degrees 38'21" West, 1,257.29 feet to the West boundary of Government Lot 3;

Thence South 37 degrees 31'44" West, 449.18 feet along said West boundary to G.L.O. Angle Point No. 3;

Thence South 23 degrees 41'44" West on the West boundary of said Government Lot 3, a distance of 116.03 feet;

Thence South 89 degrees 30' East, 217.68 feet;

Thence South 15 degrees 15' East, 567.6 feet;

Thence South 27 degrees 00' East, 390.00 feet;

thence South 47 degrees 15' East, 496.8 feet (89.58 feet in Government Lot 3 and 407.22 feet in the Northeast 1/4 of the Southeast 1/4) to a point on the East section line of said Section 29 that is 2,407.00 feet North of the Southeast corner of said Section;

Thence North 0 degrees 04'51" West, 275.75 feet along said Section line to the point of beginning.

Situate in the State of Washington, County of Skagit



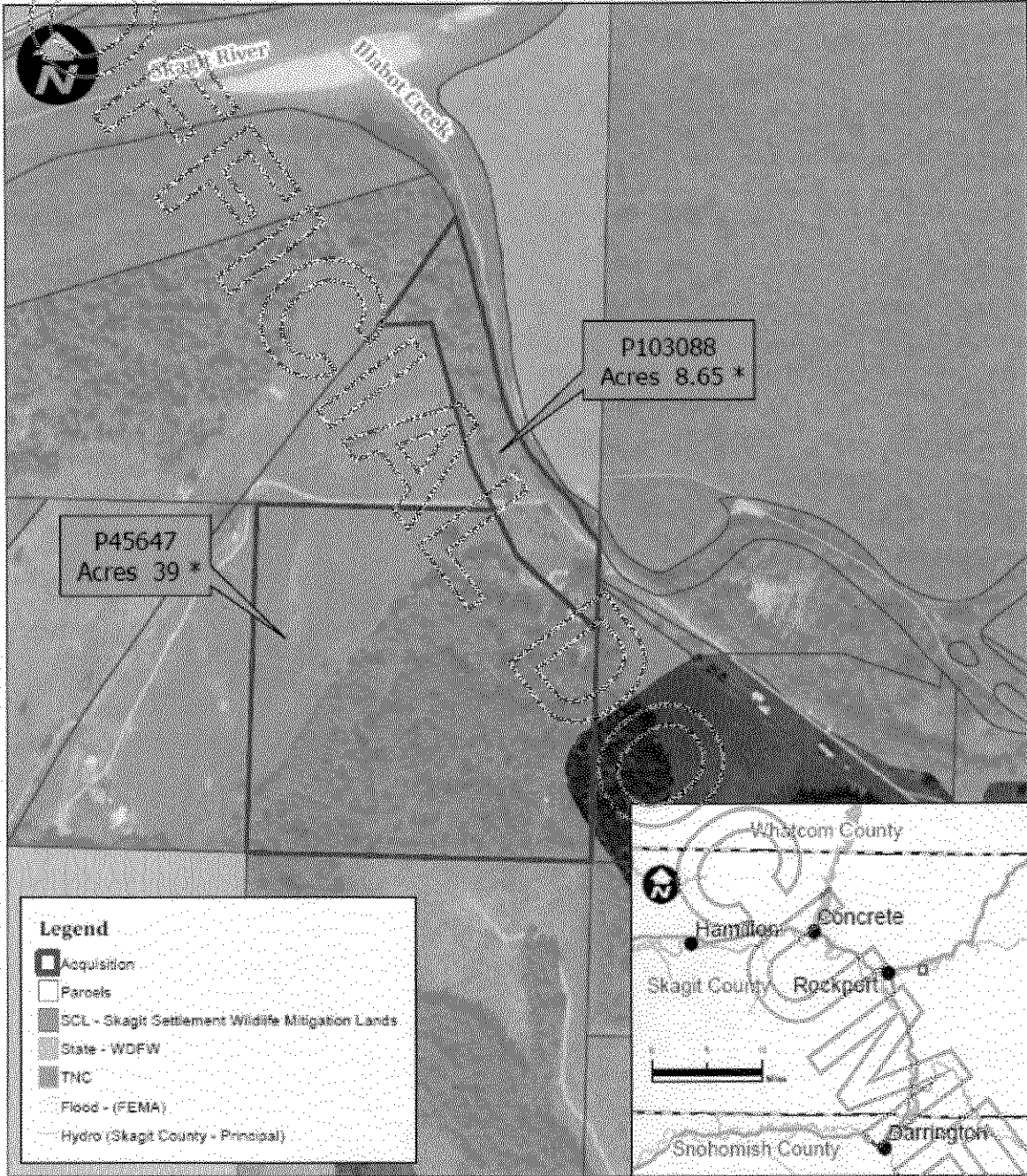
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Exhibit B: Acquisition  
Watson, Edward. P103088, P45647

Project Number 09-1450C  
Savage Slough  
Acquisition and Restoration  
Section 29 Township 35 Range 10



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