

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



201407160040

Skagit County Auditor \$78.00
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GUARDIAN NORTHWEST TITLE CO.

107131-2

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

Grantor: City of Seattle acting by and through Seattle City Light Department

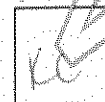
Grantee: STATE OF WASHINGTON, acting by and through the WASHINGTON
STATE SALMON RECOVERY FUNDING BOARD and the WASHINGTON
STATE RECREATION AND CONSERVATION OFFICE, including any
successor agencies.

Abbreviated
Legal

Description: Tracts 3, 4 and 5 of Short Plat No. 123-77, approved January 6, 1978, recorded
January 6, 1978, in Volume 2 of Short Plats, page 171, as Auditor's File No.
871594, records of Skagit County, Washington; being a portion of Government
Lot 1 and Government Lot 5, Section 16, Township 35 North, Range 8 East,
W.M, Skagit 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): 44001 and 43998, 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 Skagit Tier 1 & Tier 2 Floodplain Acquisition II, Project Number 11-1536A signed by the Grantor on the 13th day of March, 2012 and by the Grantee on the 26th 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





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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.

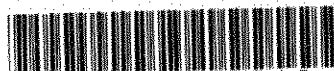
For purposes of this Deed, the Project Agreement includes any amendments thereto that occurred prior to or may occur subsequent to the execution of this Deed.

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 17 day of June, 2014

STATE OF WASHINGTON)

) ss

COUNTY OF KING)

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: June 17, 2014

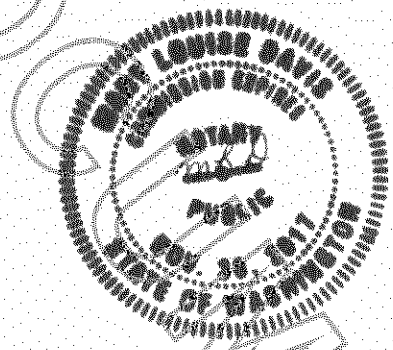
Signed: *Mary Louise Davis*

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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GRANTEE:

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

By: *Kalen Cottingham*

Name: *Kalen Cottingham*

Title: *Director*

Dated this *3rd* day of *June*, 2014

STATE OF WASHINGTON)

COUNTY OF *Thurston*) ss

I certify that I know or have satisfactory evidence that *Kalen 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: *June 3, 2014*

Signed: *Leslie Ann Frank*

Notary Public in and for the State of Washington,

residing in *Thurston County*

My commission expires *7-9-17*

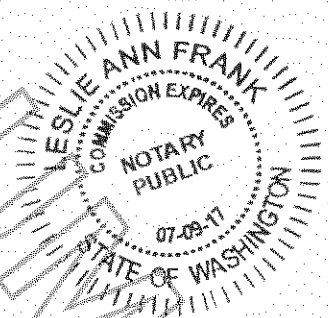


Exhibit A: Legal Description

Traets 3, 4 and 5 of Short Plat No. 123-77, approved January 6, 1978, recorded January 6, 1978, in Volume 2 of Short Plats, page 171, as Auditor's File No. 871594, records of Skagit County, Washington; being a portion of Government Lot 1 and Government Lot 5, Section 16, Township 35 North, Range 8 East, W.M.

TOGETHER WITH a non-exclusive easement for ingress, egress and utilities over and across Hazel Place, Tract "A" and the easement road as shown on said Short Plat as providing access to the Gordon Road.

Situate in the State of Washington, County of Skagit



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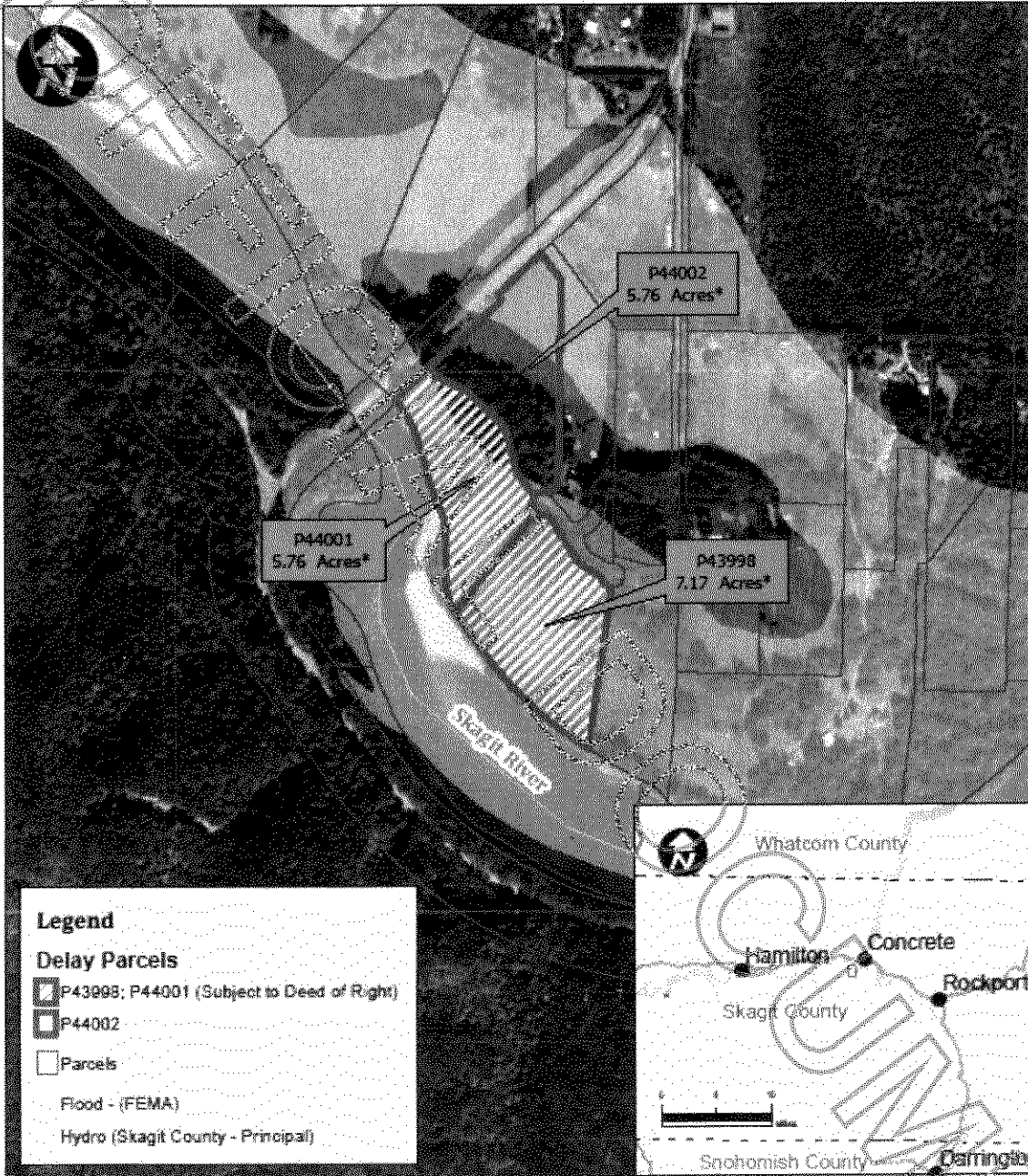
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Project Number: 11-1535A
Skagit Tier 1 & Tier 2
Floodplain Acquisition II
Township 35 Range 08 Section 16

Delay, Richard (P44001, P44002, P43998)



Legend

Delay Parcels

- P43998; P44001 (Subject to Deed of Right)
- P44002
- Parcels

Flood - (FEMA)

Hydro (Skagit County - Principal)

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