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Skagit County Auditor

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

GUARDIAN NORTHWEST TITLE CO.

14-1353

**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 35, Township 35, Range 5; Ptn. NW NW

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

Assessor's
Property Tax
Parcel Number: P 40683, Skagit County



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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 Upper Skagit Watershed Habitat Acquisition, Project Number 16-1647A signed by the Grantor on the 2nd day of February, 2017 and by the Grantee on the 9th day of February, 2017 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

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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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EXHIBIT A

Legal Description

The Land referred to herein below is situated in the County of Skagit, State of Washington, and is

That portion of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 35, Township 35 North, Range 5 East, W.M., described as follows:

PARCEL "A":

That portion of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 35, Township 35 North, Range 5 East, W.M., lying North of the South Skagit Highway No. 360 (formerly the Puget Sound & Cascade Railway Company right-of-way) as said road existed on October 5, 1961 and the West of Gilligan Creek and Easterly of the Gilligan County Road, also known as the Joe Johnson County Road No. 284, as said road existed on October 5, 1961;

EXCEPT that portion thereof lying within the boundaries of that certain tract conveyed to the State of Washington, Department of Game; by Deed dated December 30, 1953, and recorded January 27, 1954, under Auditor's File No. 497575, and described therein as follows:

Beginning at the Northwest corner of said Section 35; thence North 88 degrees 42'27" East, a distance of 456.45 feet to the approximate centerline of Gilligan Creek; thence South 8 degrees 29'19" East, a distance of 211.32 feet, following generally the thread of said creek; thence South 68 degrees 30'12" West, a distance of 70.44 feet; thence North 64 degrees 33'36" West, a distance of 338.27 feet; thence South 30 degrees 42' West, a distance of 65.00 feet; thence North 59 degrees 18' West, a distance of 95.00 feet; thence North 1 degree 13'06" West, a distance of 86.59 feet to the point of beginning;

ALSO EXCEPT that portion conveyed to Skagit County for road purposes by Deed dated August 25, 1970 and recorded August 26, 1970 under Auditor's File No. 742816;

ALSO EXCEPT that portion thereof described as follows:

Beginning at the Northwest corner of said subdivision; thence South 0 degrees 09'47" West, along the West line of said Section, a distance of 86.59 feet; thence South 57 degrees 55'08" East, a distance of 95.00 feet to the true point of beginning of this description; thence South 57 degrees 55'08" East, a distance of 47.80 feet; thence North 77 degrees 18'51" East, a distance of 108.68 feet; thence North 63 degrees 11'28" West, a distance of 125.50 feet; thence South 32 degrees 04'08" West, a distance of



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65.00 feet to the true point of beginning;

AND ALSO EXCEPT that portion thereof described as follows:

Beginning at the Northwest corner of said subdivision; thence South 0 degrees 09'47" West along the West line of said Section, a distance of 86.59 feet; thence South 57 degrees 55'08" East, a distance of 95.00 feet; thence North 32 degrees 04'08" East, a distance of 65.00 feet; thence South 63 degrees 11'28" East, a distance of 125.50 feet to the point of beginning of this description; thence South 63 degrees 11'28" East, a distance of 212.77 feet; thence North 20 degrees 07'40" West, a distance of 15.00 feet; thence North 47 degrees 09'51" West, a distance of 146.12 feet; thence South 77 degrees 18'51" West, a distance of 79.53 feet to the point of beginning.

PARCEL "B":

That portion of the Northwest 1/4 of the Northwest 1/4 of Section 35, Township 35 North, Range 5 East, W.M., described as follows:

Beginning at the Northwest corner of said Section 35; thence South 009'47" West, along the West line of said Section, a distance of 86.59 feet; thence South 57 degrees 55'08" East, a distance of 95.00 feet; thence North 32 degrees 04'08" East, a distance of 65.00 feet; thence South 63 degrees 11'28" East, a distance of 125.50 feet to the point of beginning of this description; thence South 63 degrees 11'28" East, a distance of 212.77 feet; thence North 20 degrees 07'40" West, a distance of 15.00 feet; thence North 47 degrees 09'51" West, a distance of 146.12 feet; thence South 77 degrees 18'51" West, a distance of 79.53 feet to the point of beginning;

(Also known as Tract A of survey recorded under Auditor's File No. 894249, in Volume 2 of Surveys, page 137, records of Skagit County, Washington.)



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