



201112190076

Skagit County Auditor

12/19/2011 Page 1 of 7 2:21PM

WHEN RECORDED RETURN TO:
Washington Recreation and Conservation Office
PO Box 40917
Olympia, WA 98504-0917
ATTN: Marc Duboiski

DOCUMENT TITLE(S):

DED OF RIGHT TO USE LAND FOR SALMON RECOVERY PURPOSES

GUARDIAN NORTHWEST TITLE CO.

101458-5

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:

GRANTEE:

Swinomish Indian Tribe Community, a federal recognized Indian Tribe organized pursuant to Section 16 of the Indian Reorganization Act of 1934(25 U.S. C. §476)

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:

Portion of Section 17, Township 35 North, Range 5 East, W.M., lying Southerly of the former Burlington Northern Railway right-of-way

TAX PARCEL NUMBER(S):

P39244, 350517-0-002-0003

Upon Recording, Please Return To:
Washington Recreation and Conservation Office
PO Box 40917
Olympia, WA 98504-0917
Attn: Marc Duboiski

DEED OF RIGHT TO USE LAND FOR SALMON RECOVERY PURPOSES

Grantor: Swinomish Indian Tribal Community, a federally recognized Indian Tribe organized pursuant to Section 16 of the Indian Reorganization Act of 1934 (25 U.S.C. § 476)

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: Portion of Section 17, Township 35 North, Range 5 East, W.M., lying Southerly of the former Burlington Northern Railway right-of-way (More particularly described in Exhibit "A" (Legal Description), and as depicted in Exhibit "B" (Property Map))

The Grantor enters this Deed for and in consideration of monies coming in whole or in part from the Salmon Recovery Board - General Fund Federal and State Building Construction Accounts. Such grant is made pursuant to the Project Agreement entered into between the Skagit River System Cooperative on behalf of the Grantor and the Grantee entitled Hansen Creek Reach 5 Acquisition and Restoration, Project Number 10-1856C signed by the Skagit River System Cooperative on the 8th day of November, 2010, and the Grantee the 15th day of November, 2010, and supporting materials which are on file with the Grantor and the Grantee in connection with the Project Agreement.

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 instream, floodplain, and riparian habitat types. This habitat supports or may support priority species or groups of species including but not limited to Chinook, coho, pink, and chum salmon, and steelhead trout.
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. This provision is not intended to prevent reasonable access or use restrictions that are necessary for the management of the property consistent with salmon recovery.



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Agreement.

3. 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 Skagit River System Cooperative 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.
4. 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.

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

DEC 19 2011



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Amount Paid \$
Skagit Co. Treasurer
By *nam* Deputy

GRANTEE:

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

By: *Kateen Cottingham*

Name: *Kateen Cottingham*

Title: *Director*

Dated this *28th* day of *November*, 20*11*

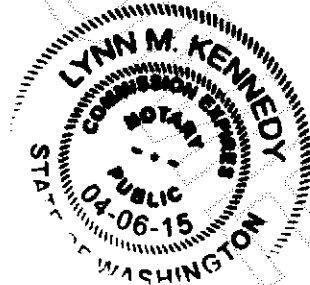
GRANTEE ACKNOWLEDGMENT

STATE OF WASHINGTON)
) ss
COUNTY OF *Thurston*)

I certify that I know or have satisfactory evidence that *Kateen Cottingham* is the
(Signatory's Name)
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 of 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.

Lynn M. Kennedy

Notary Public in and for the State of
Washington, residing at *Thurston County*
My appointment expires *4-6-15*



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GRANTOR:

Swinomish Indian Tribal Community

By: Barbara J James

Name: Brian Cladoosby Barbara J James for Brian Cladoosby

Title: Vice Chairman, Swinomish Indian Senate

Dated this 30 day of November, 2011

GRANTOR ACKNOWLEDGMENT

STATE OF WASHINGTON)
) ss
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that Brian Cladoosby Barbara J James for is the
(Signatory's Name) Brian Cladoosby
person who appeared before me, and said person acknowledged that he signed this instrument, on

oath stated that ^{she} he was authorized to execute the instrument and acknowledge it as the

Vice-Chairman of the Swinomish Indian Senate for the Grantor, Swinomish Indian Tribal Community and to
(Title) (Organization Name)

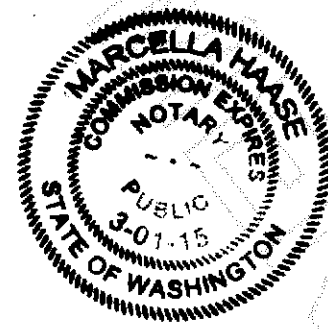
be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Marcella Haase

Notary Public in and for the State of

Washington, residing at LaCrosse, WA

My appointment expires 3-01-15



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EXHIBIT A
Legal Description for P39244

UNMOR
THAT PORTION OF THE NORTH ONE-HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, AND OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, AND OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, AND OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER ALL IN SECTION 17, TOWNSHIP 35 NORTH, RANGE 5, EAST OF W.M. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

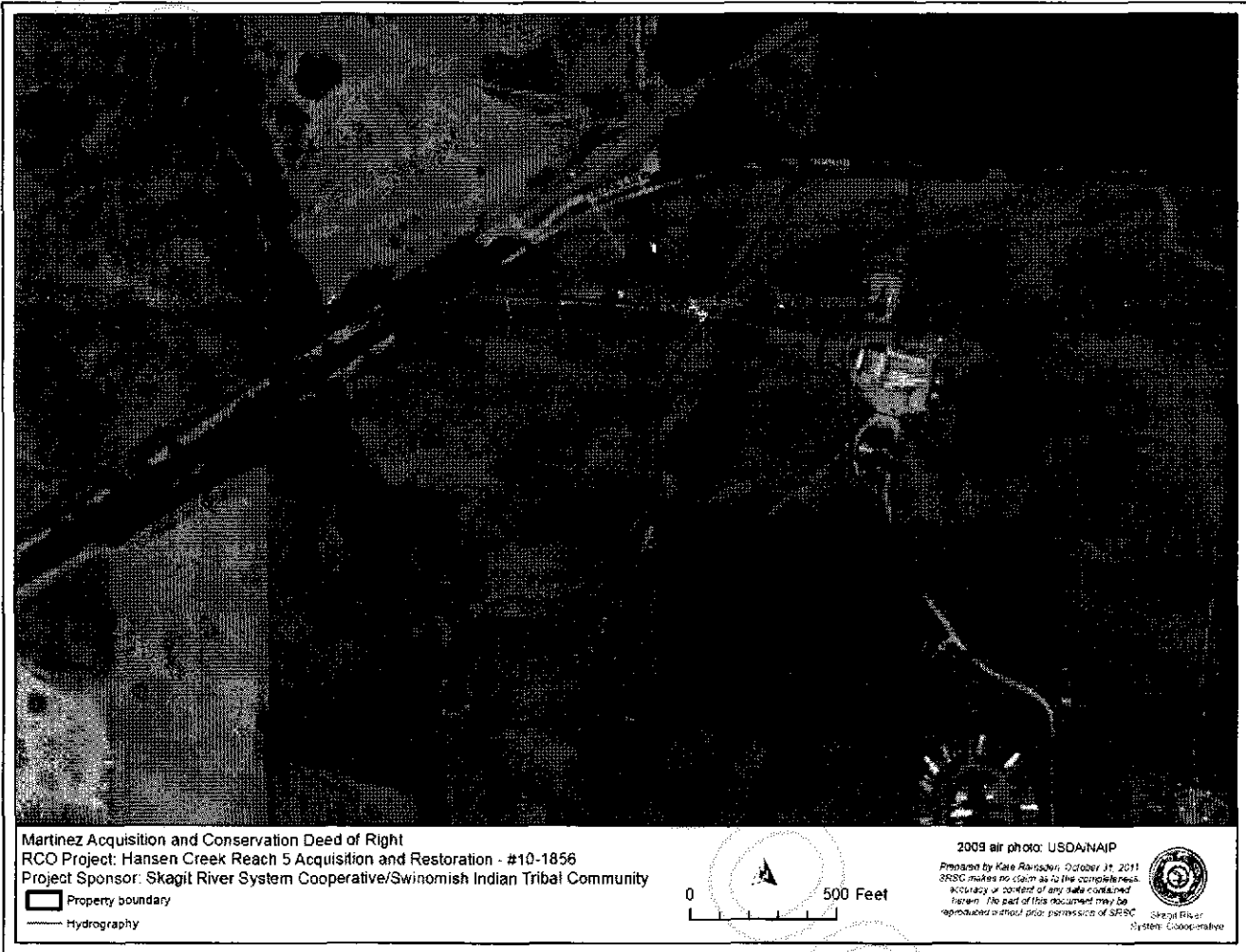
BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 17; THENCE NORTH 0°06'31" WEST ALONG THE WEST LINE OF SAID NORTHWEST QUARTER, 682.37 FEET TO THE SOUTHWEST CORNER OF THE NORTH ONE-HALF OF SAID NORTHWEST QUARTER; THENCE NORTH 89°44'12" EAST ALONG THE SOUTH LINE OF SAID NORTH ONE-HALF 760.18 FEET; THENCE N 2°15'21" E, 73.87 FEET; THENCE N 42°59'21" W, 56.87 FEET; THENCE N 46°29'19" W, 86.68 FEET; THENCE N 1°56'52" W, 128.52 FEET; THENCE N 2°33'56" W, 162.46 FEET; THENCE N 21°01'22" W 64.18 FEET; THENCE N 70°06'02" W, 88.54 FEET; THENCE N 15°59'19" E, 64.14 FEET; THENCE N 21°04'22" E, 17.19 FEET; THENCE N 17°42'42" E, 31.94 FEET; THENCE N 89°55'52" E, 246.01 FEET; THENCE N 10°08'30" E, 217.55 FEET; THENCE N 0°01'23" W, 305.57 FEET MORE OR LESS TO THE SOUTH LINE OF THE ABANDONED BURLINGTON NORTHERN RAILROAD RIGHT OF WAY; THENCE WESTERLY FOLLOWING SAID SOUTH RIGHT OF WAY LINE 870 FEET MORE OR LESS TO A POINT ON THE NORTH-SOUTH CENTERLINE OF SAID SECTION 17; THENCE S 0°07'43" E ALONG SAID CENTER OF SECTION LINE 357.70 FEET MORE OR LESS TO A POINT WHICH IS 70 FEET NORTH OF THE CENTER OF SECTION 17; THENCE N 85°42'30" W, 602.03 FEET MORE OR LESS ALONG THE SOUTHERLY LINE OF PARCEL P39245 AS RECORDED UNDER THE SKAGIT COUNTY AUDITOR'S FILE NO. 200212020222 TO THE SOUTHEASTERLY LINE ON THE ABANDONED BURLINGTON NORTHERN RAILROAD RIGHT OF WAY; THENCE FOLLOWING SAID RIGHT OF WAY LINE SOUTHWESTERLY 643 FEET MORE OR LESS TO THE CENTERLINE OF HANSEN CREEK, THENCE SOUTHEASTERLY FOLLOWING SAID CREEK CENTERLINE TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17; THENCE SOUTH 89°22'56" EAST ALONG SAID SOUTH LINE, 774.17 FEET TO THE TRUE POINT OF BEGINNING.

SITUATE WITHIN SKAGIT COUNTY, WA
CONTAINING 50 ACRES



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**EXHIBIT B
Property Map¹**



¹ Map must include: (1) RCO project number and name; (2) project sponsor name; (3) date of map preparation; (4) adjoining streets and roads where applicable, (5) boundary line of land acquired; and, (6) North arrow and scale. A professional legal survey may substitute for the preceding map elements.



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