



201604280086

Skagit County Auditor

\$79.00

4/28/2016 Page

1 of

7 2:55PM

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: Town of Hamilton

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: Parcel A: Lots 1-3 & 11-5, Inclusive, Blk 5, West Central Add. To Hamilton;
Parcel B: Lots 1-6 inclusive, Blk 17, Riverside Add To Hamilton (More
particularly described in Exhibit "A" (Legal Description), and as depicted in
Exhibit "B" (Property Map)),

Assessor's Property Tax Parcel Number(s): 65620 and 73840

Reference Numbers of Documents Assigned or Released:

The Grantor enters this Deed for and in consideration of monies coming in whole or in part from
the State Building and Construction Account-Salmon Recovery Funding Board and Puget Sound

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

Page 1 of 7

APR 28 2016

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

Acquisition and Restoration Account. Such grant is made pursuant to the Project Agreement entered into between the Grantor and the Grantee entitled Skagit Tier 1 and Tier 2 Floodplain Acquisition, Project Number 11-1683C signed by the Grantor on the 15 day of March, 2012 and the Grantee the 26 day of March, 2012, 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: 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 and floodplain 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.

REMAINDER OF PAGE IS INTENTIONALLY BLANK; SIGNATURE PAGES FOLLOW

STR

GRANTEE:

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

By: Scott T. Robinson

Name: Scott T. Robinson

Title: Deputy Director

Dated this 25th day of April, 2016

STATE OF WASHINGTON

COUNTY OF Thurston, ss

I certify that I know or have satisfactory evidence that Scott T. Robinson 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 Deputy 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.

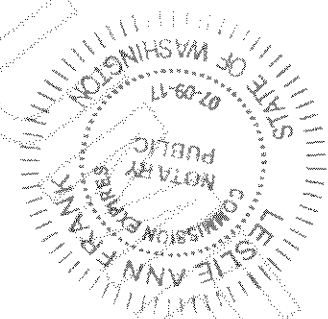
Dated: April 25, 2016

Signed: Shelli Ann Frank

Notary Public in and for the State of Washington,

residing in Thurston County

My commission expires 7-9-17



STL

EXHIBIT A
Legal Description

PARCEL "A"

Lots 1, 2, 3 and 11 through 13, inclusive, Block 5, "WEST CENTRAL ADDITION TO HAMILTON," as per plat recorded in Volume 2 of Plats, page 52, records of Skagit County, Washington.

Situate in the Town of Hamilton, County of Skagit, State of Washington.

PARCEL "B"

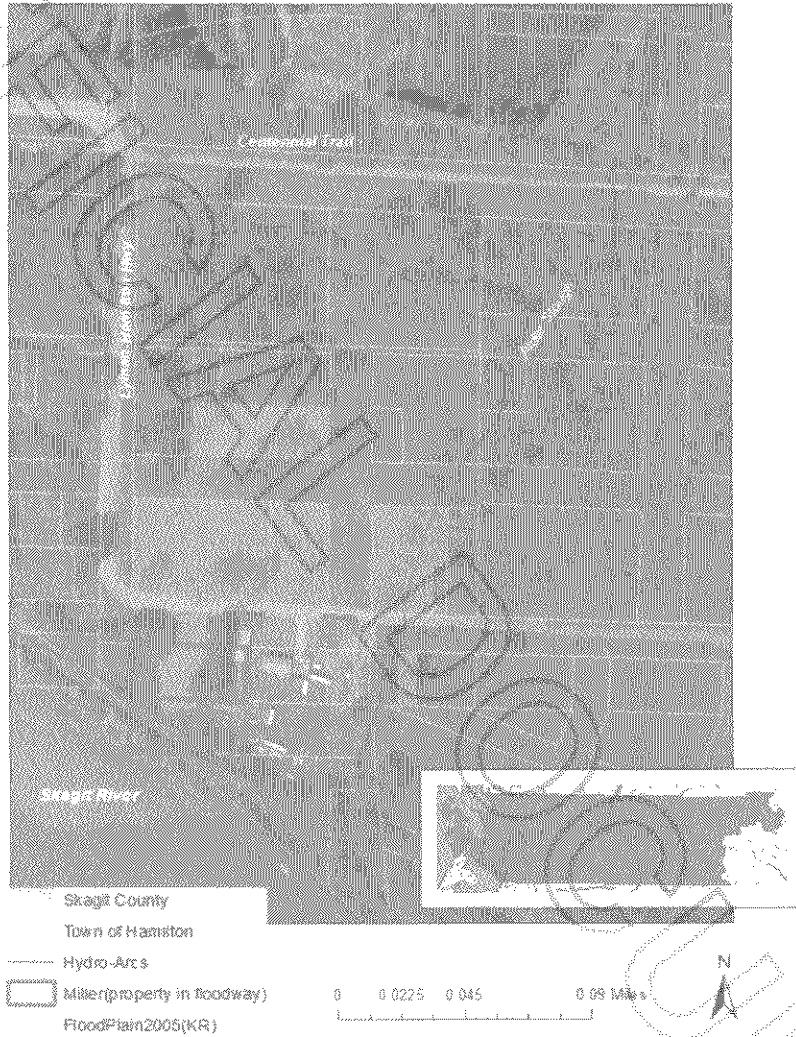
Lots 1 through 6, inclusive, Block 17, "RIVERSIDE ADDITION TO THE TOWN OF HAMILTON, SKAGIT COUNTY, WASH.," as per plat recorded in Volume 2 of Plats, page 83, records of Skagit County, Washington.

Situate in the Town of Hamilton, County of Skagit, State of Washington.



EXHIBIT B
Property Map
SRFB Project # 11-1683

Miller - Town of Hamilton
P65620 and P43840 - .7 acres
S14, T35, R06



SRB