

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

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY Lena Thompson
DATE 04/28/2022

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

GNW 21-10935

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: PTN NE 1/4 of SW 1/4 & PTN E 1/2 of SE 1/4, SEC 21-35N-6E
in Skagit County, Washington

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

Assessor's Property Tax Parcel Numbers: 41756, 41757; 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
Watershed Habitat Acquisition II (a), Project Number 18-1502C signed by the Grantor on



the 2nd day of January, 2019 and by the Grantee on the 5th day of February, 2019; 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 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.



GRANTOR:

City of Seattle acting by and through Seattle City Light Department

By: 

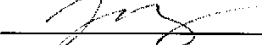
Name: Mike Haynes

Title: Assistant General Manager

Dated this 18 day of April, 2022

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Mike Haynes is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledge it as the Assistant General Manager, Seattle City Light 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: April 18, 2022Signed: Printed Name: Jean Greagor

Notary Public in and for the State of Washington,

residing in Shoreline, WA.My commission expires 12/19/25

JEAN CHRISTOPH GREAGOR
NOTARY PUBLIC
STATE OF WASHINGTON
COMM. EXPIRES DECEMBER 19, 2025
COMM. #93052



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 30th day of March, ~~2021~~ 2022

STATE OF WASHINGTON)
) ss
COUNTY OF Thurston)

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: 3/30/2022

Signed: Lanlalit Nune.

Notary Public in and for the State of Washington,

residing in Thurston county.

My commission expires 04/18/2025.



EXHIBIT A**Legal Description**

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

Parcel "A": A portion of Government Lots 7 and 8 of Section 21, Township 35 North, Range 6 East, W.M., described as follows: Beginning at the Southeast corner of Lot 7; thence North $88^{\circ}09'37''$ West along the South line of said Government Lot 7 a distance of 227.30 feet to the North line of the South Lyman Ferry Road which point on a curve to the left having a radius of 666.62 feet; thence Northwesterly along said curve to the left through a central angle of $00^{\circ}35'35''$ and an arc distance of 6.90 feet; thence North $00^{\circ}53'54''$ East a distance of 535.30 feet; thence South $88^{\circ}09'37''$ East a distance of 30.03 feet to the center of a slough; thence following the slough for the next four courses; North $44^{\circ}05'01''$ East a distance of 129.50 feet; North $16^{\circ}20'39''$ East a distance of 209.04 feet; North $56^{\circ}25'31''$ East a distance of 46.02 feet; North $51^{\circ}26'54''$ East a distance of 27.93 feet to the North/South Centerline of said Section 21; thence North $00^{\circ}53'54''$ East along said centerline a distance of 192.25 feet to the Northwest corner of the unnamed 7.96 acre tract shown on Skagit County Short Plat No. 22-74; thence South $88^{\circ}22'55''$ East along the North line thereof a distance of 237.64 feet to the Northerly projection of the East line of Tract A of said Short Plat; thence South $00^{\circ}50'43''$ West along said East line of Tract A and its Northerly projection a distance of 1,226.01 feet to the North line of the South Lyman Ferry Road; thence North $74^{\circ}02'01''$ West along the North line of the South Lyman Ferry Road a distance of 177.36 feet to the point of curvature of a curve to the right having a radius of 1,115.92 feet; thence Northwesterly along said curve through a central angle of $03^{\circ}37'18''$ and an arc length of 70.54 feet to the North-South centerline of said Section 21; thence North $00^{\circ}53'54''$ east along said North-South centerline a distance of 89.05 feet to the point of beginning of this description. Situate in the County of Skagit, State of Washington.

PARCEL "B": A portion of Government Lot 8 of Section 21, Township 35 North, Range 6 East, W.M., described as follows: Beginning at the South Quarter corner of said Section 21; thence North $00^{\circ}53'54''$ East along the North-South centerline of said Section 21 a distance of 1,240.19 feet to the North line of the South Lyman Ferry Road, said point being on a curve to the left having a radius point which bears North $19^{\circ}35'17''$ East a distance of 1,115.92 feet; thence Southeasterly along said curve through a central angle of $03^{\circ}37'18''$ and an arc length of 70.54 feet; thence continuing Southeasterly along the North line of the South Lyman Ferry Road South $74^{\circ}02'01''$ East a distance of 177.36 feet to the Southwest



corner of Tract B of Short Plat No. 22-74, approved June 4, 1974, and the point of beginning of this description; thence North $00^{\circ}53'54''$ East along the West line of said Tract B and its Northerly projection a distance of 1,226.01 feet to the North line of the unnamed 7.96 acre tract shown on Skagit County Short Plat No. 22-74; thence South $88^{\circ}22'55''$ East along the North line thereof and its Easterly projection a distance of 337.72 feet to the East line of that certain tract described in Sales Contract to Lewis and Leaf, filed in Volume 317 of Official Records, page 315, under Auditor's File No. 879825, records of Skagit County, Washington; thence South $00^{\circ}47'32''$ West a distance of 1,284.09 feet to the North line of the South Lyman Ferry Road which point is on a curve to the right having a radius of 1,318.14 feet; thence Northwesterly along said curve to the North line of the South Lyman Ferry Road through a central angle of $00^{\circ}57'04''$ and an arc length of 196.45 feet; thence continuing along the North line of said road North $74^{\circ}02'01''$ West a distance of 70.94 feet to the point of beginning of this description. Situate in the County of Skagit, State of Washington.

PARCEL "C": That portion of the Southeast Quarter of the Southwest Quarter of Section 21, Township 35 North, Range 6 East, W.M., described as follows: Beginning at the Northeast corner of said subdivision; thence South $00^{\circ}53'54''$ West along the East line of said subdivision a distance of 89.05 feet to the North line of the South Lyman Ferry Road which point is on a curve to the right having a radius of 1,115.92 feet; thence Northwesterly along said curve through a central angle of $05^{\circ}22'40''$ and an arc length of 104.74 feet; thence North $65^{\circ}02'03''$ West a distance of 76.98 feet to the point of curvature of a curve to the left having a radius of 666.62 feet; thence Northwesterly along said curve to the left through a central angle of $05^{\circ}29'27''$ and an arc distance of 63.88 feet to the North line of said subdivision; thence South $88^{\circ}09'37''$ East along said North line a distance of 227.30 feet to the Northeast corner of said subdivision and the point of beginning of this description. Situate in the County of Skagit, State of Washington



EXHIBIT B
Property Map

