



SAN JUAN COUNTY WASH.  
REAL ESTATE EXCISE TAX  
AMOUNT PAID \$ *0*

072623  
JUN 19 2012

*RB*

JAN SEARS  
COUNTY TREASURER

Recorded at the request of:  
**CHICAGO TITLE**

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

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

Grantor: San Juan County Land Bank

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.

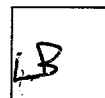
Abbreviated  
Legal

Description: Government Lot 1, Section 36, Township 37 North, Range 3 West, W.M., in San  
Juan County, Washington. (More particularly described in Exhibit "A" (Legal Description), and  
as depicted in Exhibit "B" (Property Map)),

Assessor's Property Tax Parcel Number(s): **373641001000**

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 Puget Sound Acquisition and Restoration Account. Such grant is made pursuant to the  
Project Agreement entered into between the Grantor and the Grantee entitled President Channel

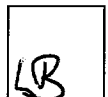


Shoreline, Project Number 11-1577 signed by the Grantor on the 18 day of June <sup>2012</sup> and the Grantee the 18 day of \* and supporting materials which are on file with the Grantor and the Grantee in connection with the Project Agreement.

\* June 2012  
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 steward and maintain 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 rocky shoreline and pocket beaches. This habitat supports or may support priority species or groups of species including but not limited to juvenile Chinook salmon.

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.

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**GRANTEE:**

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

By: Scott T. Rob

Name: Scott T. Robinson

Title: Deputy Director

Dated this 15 day of June, 20 12

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.

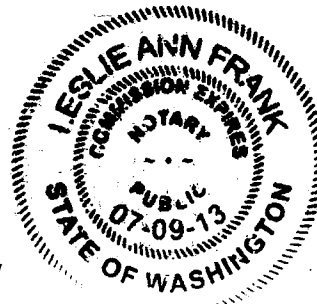
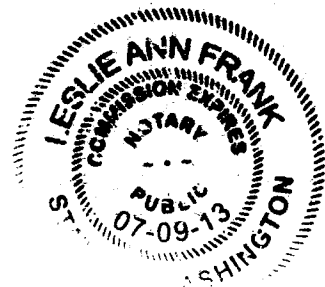
Dated: June 15, 2012

Signed: Leslie Ann Frank

Notary Public in and for the State of Washington,

residing in Thurston County

My commission expires July 9, 2013



LB

**EXHIBIT A**  
**Legal Description**

**PARCEL A:**

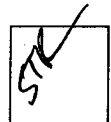
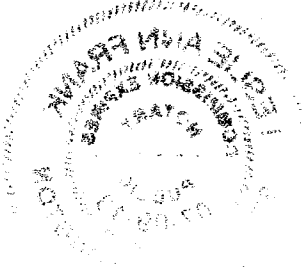
Government Lot 1, Section 36, Township 37 North, Range 3 West, W.M., in San Juan County, Washington.

**PARCEL B:**

An easement for ingress, egress and utilities as granted by instrument recorded June 20, 1988, under Auditor's File Number 88151891 a re-record of 88151512 and amended by instruments recorded December 3, 1998 and March 27, 2000 under Auditor's File Numbers 1998 1203003 and 2000 0327004, records of San Juan County, Washington. A portion relinquished by instrument recorded October 20, 2005 under Auditor's File Number 2005 1020020, records of San Juan County, Washington.

**PARCEL C:**

An easement for ingress, egress and utilities as granted by instrument recorded October 20, 2005, under Auditor's File Number 2005 1020021, records of San Juan County, Washington.



**GRANTOR:**

San Juan County Land Bank

By: \_\_\_\_\_

Name: Lincoln Bormann                     *Lincoln Bormann*                    

Title: Director \_\_\_\_\_

Dated this 15<sup>th</sup> day of June, 2012

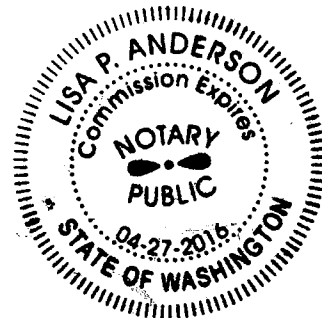
STATE OF WASHINGTON )

COUNTY OF San Juan ) ss

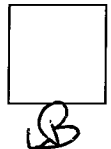
I certify that I know or have satisfactory evidence that Lincoln Bormann  
is the person who appeared before me, and said person acknowledged that (he/she) signed this  
instrument, on oath stated that (he/she) was authorized to execute the instrument and  
acknowledge it as the Director for the Sponsor,  
San Juan County Land Bank and to be the free and voluntary act of such party for the  
uses and purposes mentioned in the instrument.

Dated: 06-15-12Signed: *[Signature]*

Notary Public in and for the State of Washington,

residing in Friday HarborMy commission expires 4-27-2014

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FOLLOWS



**EXHIBIT B**  
**Property Map**

