



Recorded at the request of:
SAN JUAN COUNTY LAND BANK

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

EXCISE TAX NOT REQUIRED
SAN JUAN CO. TREASURER
BY [Signature] DEPUTY 7/14/16

COPY

**DEED OF RIGHT TO USE LAND FOR
CONSERVATION PURPOSES**

Grantor: SAN JUAN COUNTY LAND BANK

Grantee: STATE OF WASHINGTON, acting by and through the Salmon Recovery
Funding Board and the WASHINGTON STATE RECREATION AND
CONSERVATION OFFICE, including any successor agencies.

Abbreviated
Legal

Description COLLINS SP PARCEL 'A' PR SW-NW NE 1/4 Sec 09, T 36N, R 1W

Assessor Property Tax Parcel: 160923006000

Reference Auditor File Number: 2016-0429007 (Statutory Warranty Deed)

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 Cascade Creek Acquisition, Project Number 15-1300 signed by the Grantor on the 17th day of May, 2016 and

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the Grantee the 25th day of May, 2016 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 estuarine and forested floodplain habitat. This habitat supports or may support priority species including but not limited to juvenile Chinook, Chum and Coho salmon, and Cutthroat 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 safe and effective management of the property consistent with habitat conservation purposes and the Project Agreement.
3. The Grantor shall provide 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.
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 conservation 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 conservation 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 conservation land must be of reasonably equivalent habitat qualities, characteristics and location for the conservation purposes as the Real Property prior to any inconsistent use; (2) the substitute conservation 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

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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 occur prior to or 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 or its successors.

The Washington State Recreation and Conservation Office and/or its successors shall each have a separate and independent right to enforce the terms of this deed.

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GRANTOR:

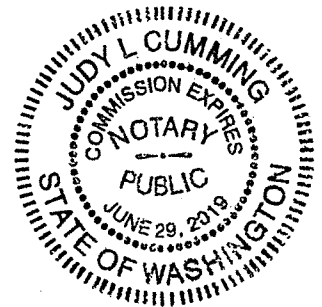
SAN JUAN COUNTY LAND BANK

By: [Signature]Name: Lincoln BormannTitle: Director, STC Land BankDated this 14th day of July, 2016STATE OF WASHINGTON)
) ss
COUNTY OF San Juan

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 Land Bank 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. sub

Dated: July 14, 2016Signed: Judy L. Cumming

Notary Public in and for the State of Washington,

residing in Friday HarborMy commission expires June 29, 2019

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FOLLOWS

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GRANTEE:

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

By: Scott T. Robinson

Name: Scott T. Robinson

Title: Deputy Director

Dated this 11th day of July, 20 16

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.

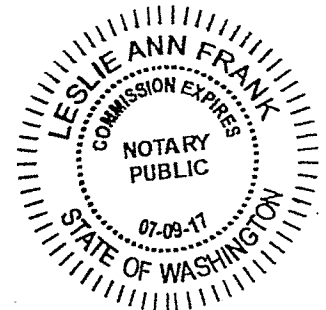
Dated: July 11, 2016

Signed: Leslie Ann Frank

Notary Public in and for the State of Washington,

residing in Thurston County

My commission expires 7-9-17



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EXHIBIT A
Legal Description

PARCEL A:

Lot 2, Plat of Survey & Subdivision for COLLINS, according to the plat recorded in Volume 2 of Plats, pages 14, 14A and 14B, records of San Juan County, Washington;

EXCEPT that certain tract of land labeled Modified Tract "B" on Record of Survey filed in Book 20 of Surveys, at page 70, records of San Juan County, Washington; –

AND EXCEPT that portion of said Lot 2 described as follows:

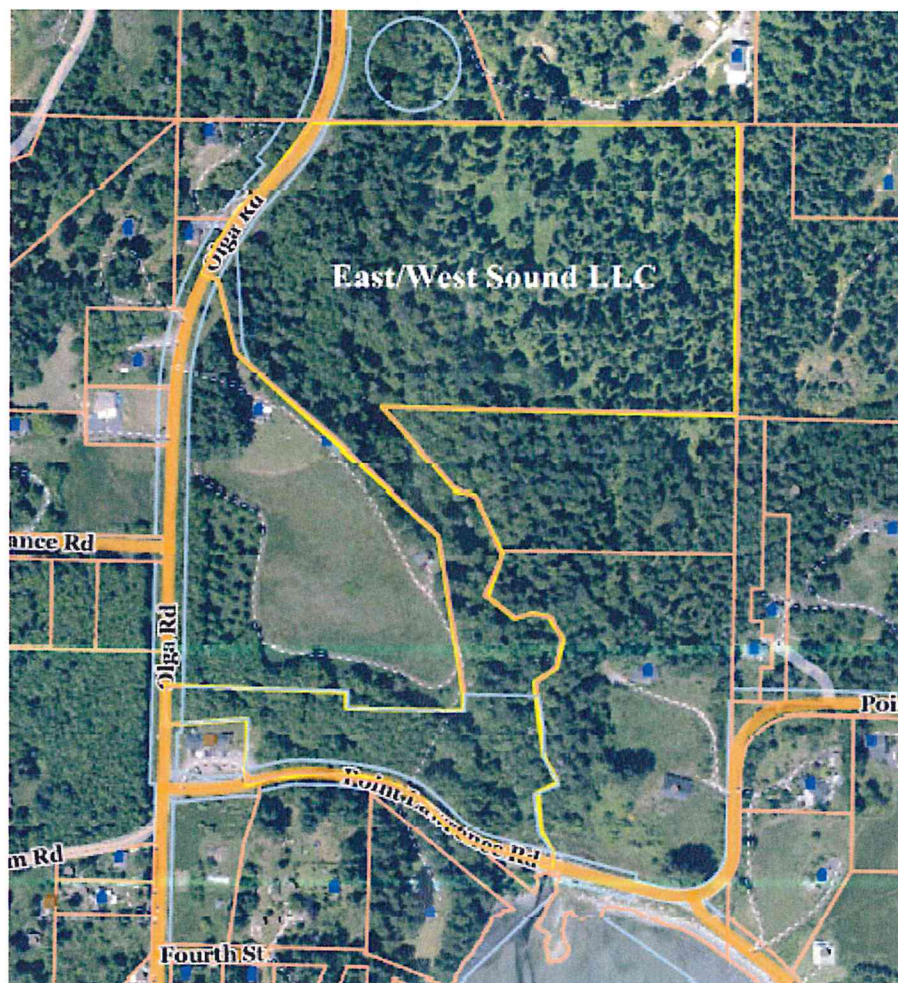
Beginning at the Southeast corner of said Modified Tract "B";
THENCE along the Southerly boundary thereof, North 88°32'31" West, 270.00 feet;
THENCE South 01°27'29" West, 40.00 feet;
THENCE South 88°32'31" East, 270.00 feet;
THENCE North 01°27'29" East, 40.00 feet to the True Point of Beginning.

PARCEL B:

Together with and subject to that certain Easement for Vehicular and Pedestrian Access, and for Utilities, as fully described and set forth in that instrument entitled "Declaration of Easements for Vehicular and Pedestrian Access, and for Utilities", recorded January 16, 2008 under San Juan County recording no. 2008 0116013.

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EXHIBIT B
Property Map



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