

WHEN RECORDED RETURN TO:

Recreation and Conservation Office
Natural Resources Building
PO Box 40917
Olympia, WA 98504-0917
Attn: Marc Dubowski

01/30/2018 11:52:00 AM 4438264
Recording Fee \$80.00 Page 1 of 7
Agreement
Island County Washington



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

Grantor: Whidbey Camano Land Trust

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. Govt. Lot 1, in Sec. 5, T 31 N, R 3 E. W.M. (More
particularly described in Exhibit "A" (Legal Description) and as depicted in Exhibit "B"
(Property Map))

Assessor's Tax Parcel Numbers: R33105-086-1670

The Grantor enters this Deed for and in consideration of monies coming in whole or in part from Pacific Coast Salmon Recovery Funds and State Salmon funds. Such grant is made pursuant to the Project Agreement entered into between the Grantor and the Grantee entitled Barnum Point Phase 1 – East Tract Acquisition, Project Number 16-2316A signed by the Grantor on September 21, 2016 and the Grantee on September 26, 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

STR

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 feeder bluff and tidelands. This habitat supports or may support priority species or groups of species including but not limited to Steelhead, Bull Trout, and Chinook.

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 salmon recovery purposes and the Project 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 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 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.

STR

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 Washington State 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

GRANTOR:

Whidbey Camano Land Trust

By: _____

Name: _____

Title: _____

Dated this 16 day of January ^{PP}~~December~~, 2018

STATE OF WASHINGTON)

COUNTY OF Island) ss

I certify that I know or have satisfactory evidence that Patricia Powell is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledge it as the Executive Director for the Whidbey Camano Land Trust and to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

Signed: _____

Notary Public in and for the State of Washington,

residing in Clinton

My commission expires 3/11/2018



REMAINDER OF PAGE IS INTENTIONALLY BLANK; ADDITIONAL SIGNATURE PAGE FOLLOWS

STR

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

By: Samuel R. Rab...

Name: Sgt T. Robinson

Title: Deputy Director

Dated this 8th day of JAN, 2018

STATE OF WASHINGTON)
COUNTY OF Thurston) ss

Dated: January 8, 2018

Signed: Russell Frank

residing in Thurston County

My commission expires 7-9-21



EXHIBIT A
Legal Description

Government Lot 1, Section 5, Township 31 North, Range 3 East of the Willamette Meridian;

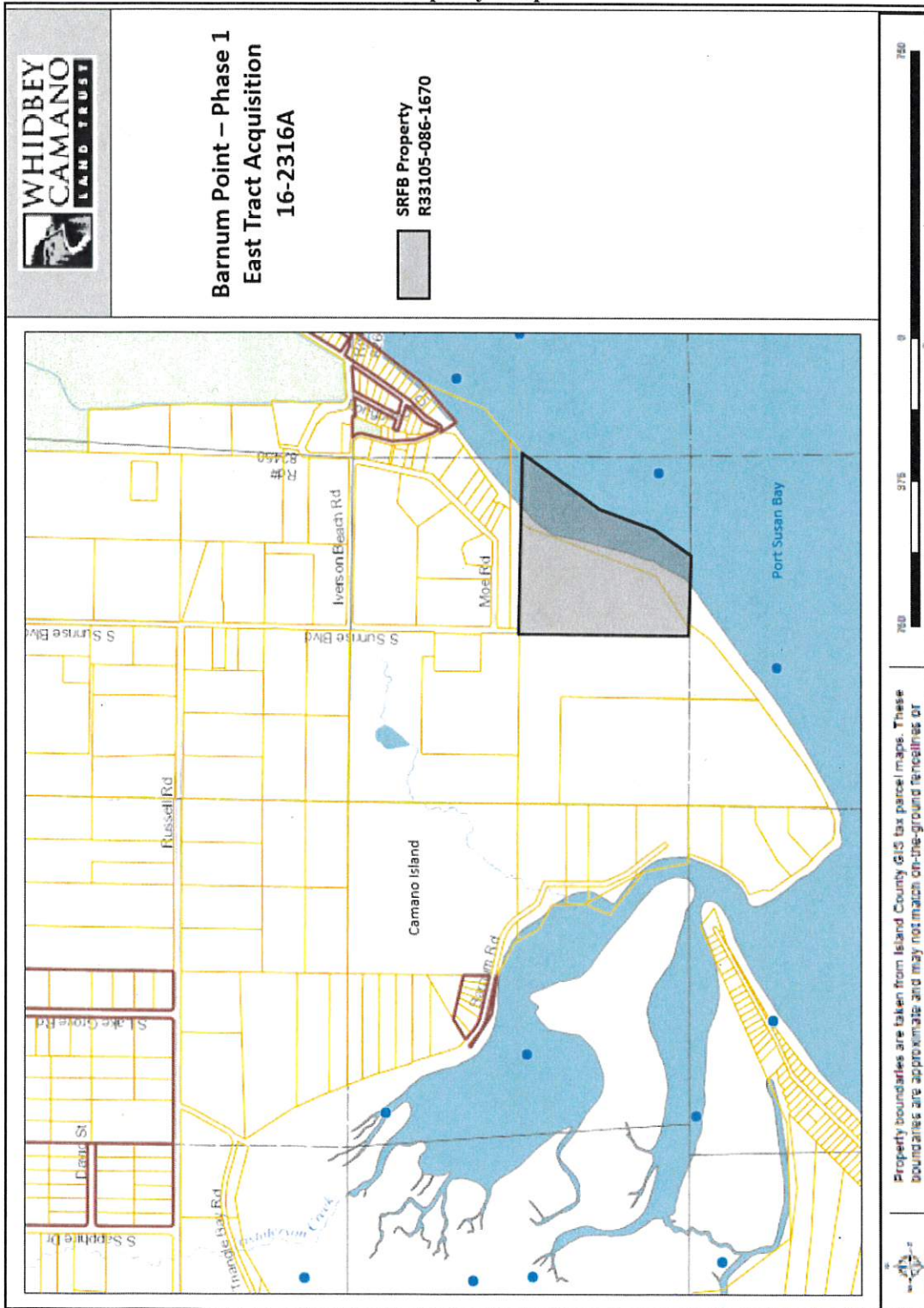
EXCEPT the West 40 Acres thereof;

TOGETHER WITH second class tidelands as conveyed by the State of Washington, located in front of, adjacent to and abutting thereon and lying between the meander line and a line parallel with and 600 feet Easterly of said meander line, the North boundary of this tidelands tract being the projection Easterly of the North line of said Government Lot 1 and the South line of said tract being the projection Easterly of the South line of said Government Lot 1.

Situate in the County of Island, State of Washington.

SR

EXHIBIT B Property Map



572