



**WHEN RECORDED RETURN TO:**

Washington State Recreation and Conservation Office  
Natural resources Building  
PO Box 40917  
Olympia, WA 98504-0917  
Attn: Marc Dubois

**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. of Gov't Lot 5 in Sec. 7, T 33 N R 2 E., W.M.

**Assessor's Property Tax Parcel Number(s):** R23307-019-5120

The Grantor enters this Deed for and in consideration of monies coming in whole or in part from the 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 Dugualla Bay Tidelands Acquisition, Project Number 17-1062 signed by the Grantor on the February 22, 2018 and the Grantee on February 28, 2018 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 measures shall be consistent with the purposes in the Project Agreement, including protecting, preserving, restoring and/or enhancing habitat functions on the Real Property, which includes tidelands with an upland buffer. This habitat supports or may support priority species or groups of species including but not limited to steelhead, bull trout, and Chinook salmon.
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 the 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 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.

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**GRANTOR:**

Whidbey Camano Land Trust

By: Patricia Powell

Name: Patricia Powell

Title: Executive Director

Dated this 22 day of May, 2019

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 (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledge it as the Executive Director for the Grantor, Whidbey Camano Land Trust and to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

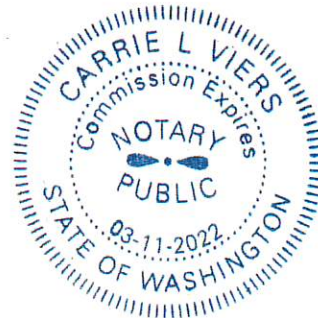
Dated: 5/22/2019

Signed: Carrie L Viers

Notary Public in and for the State of Washington,

residing in Clinton, WA

My commission expires 3/11/2022



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**GRANTEE:**

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

By: Scott T. Robinson

Name: Scott T. Robinson

Title: Deputy Director

Dated this 3<sup>RD</sup> day of June, 20 19

STATE OF WASHINGTON )  
COUNTY OF Thurston ) ss

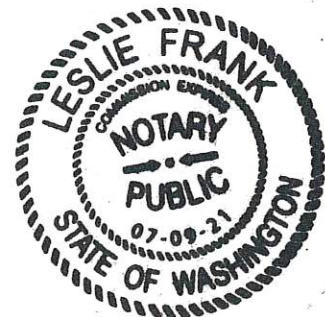
I certify that I know or have satisfactory evidence that Scott T. Robinson is the  
person who appeared before me, and said person acknowledged that (he/she) signed this  
instrument, on oath stated that (he/she) was authorized to execute the instrument and  
acknowledge it as the Deputy Director for 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 3, 2019

Signed: Leslie Frank

Notary Public in and for the State of Washington,  
residing in Thurston County

My commission expires 7-9-21



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

The Southeasterly One Acre of Government Lot 5, Section 7, Township 33 North, Range 2 East of the Willamette Meridian.

EXCEPT the right of way conveyed to Diking District No. 3;

EXCEPT the county road known as Dugualla Dike Road;

EXCEPT that portion conveyed to the State of Washington by deed recorded May 26, 2015 under Auditor's File No. 4378969.

Situate in the County of Island, State of Washington.



EXHIBIT B-Property Map  
RCO-SRFB #17-1062  
S & L Lang -  
R23308-005-0070

