



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

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

Roberge Property

Grantor: Tulalip Tribes of Washington

Grantee: STATE OF WASHINGTON, acting by and through the WASHINGTON
STATE RECREATION AND CONSERVATION OFFICE (RCO), including
any successor agencies.

Abbreviated
Legal

Description: Ptn. Govt. Lt. 1, Sec 28 and Ptn. Govt. Lt. 4 in Sec. 29, all in T32N, R3E, WM
and Ptn. SE ¼ SE ¼ in Sec. 20 (More particularly described in Exhibit "A"
(Legal Description), and as depicted in Exhibit "B" (Property Map)),

Assessor's Property Tax Parcel Number(s): R33228-338-0300, R33229-478-4880, R33220-004-
5180

Reference Numbers of Documents Assigned or Released: N/A

The Grantor enters this Deed for and in consideration of grant funding coming in whole or in



part from the Estuary and Salmon Restoration Program Account. Such grant and this Deed are made pursuant to the Grant Agreement entered into between the Grantor and the Grantee entitled Livingston Bay Protection and Restoration Planning, Project Number 20-1461 signed by the Grantor Whidbey Camano Land Trust on the 8th day of November, 2021 and the Grantee the 18th day of November, 2021, and as amended and signed by the Grantor Tulalip Tribes the 3rd day of February 2023 and the Grantee on the 23rd day of February 2023, and supporting materials which are on file with the Grantor and the Grantee in connection with the Grant 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 Grant Agreement, including protecting, preserving, restoring and/or enhancing the habitat functions on the Real Property, which includes tidal estuary and wetland habitat. This habitat supports or may support priority species or groups of species including but not limited to coho, pink, chum, & Chinook salmon, and steelhead trout.
2. The Grantor shall allow public access to the Property as provided in the Grant Agreement. Such access shall be subject to the restrictions allowed under the Grant Agreement, by written agreement between the Grantee and Grantor, or under state law.
3. Public access may be limited as necessary for safe and effective management of the property consistent with the nearshore and estuary conservation and salmon recovery purposes, but only by written approval of the RCO.
4. The Grantor shall allow access by the Grantee to inspect the Real Property for compliance with the terms of this Deed and the applicable Grant Agreement to which the Grantor is a signatory. Such access shall be subject to the restrictions, if any, allowed under the Grant 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.
5. Without prior written consent by the Grantee or its successors, through an amendment to the Grant 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 nearshore and estuary conservation and salmon recovery grant purposes herein granted and as stated in the Grant Agreement. The Grantor shall also not grant or suffer the creation of any property interest that is inconsistent with the nearshore and estuary conservation and salmon recovery grant purposes herein granted and as stated in the Grant Agreement or otherwise approved in writing by the RCO.



6. 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:
- a. the substitute nearshore and estuary conservation and salmon recovery land must be of reasonably equivalent habitat qualities, characteristics and location for the nearshore and estuary conservation and salmon recovery purposes as the Real Property prior to any inconsistent use;
 - b. the substitute nearshore and estuary conservation and 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
 - c. 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 Grant 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, or the Real Property further encumbered, or any property rights in or appurtenant to the Real Property transferred or sold, unless specific written approval has been granted by the RCO or its successors. No sale or transfer of the Real Property including less than fee conveyance of property interest, or changes to this Deed, shall be made without the written approval of the RCO. Any such sale or transfer of any property interest or rights in the Real Property, or changes to this Deed, or the recording of any encumbrance, covenant, etc. upon the Real Property shall be void when made unless approved in writing by RCO or made part of the Grant Agreement by amendment.

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GRANTOR:

Tulalip Tribes of Washington

By: Teri Gobin

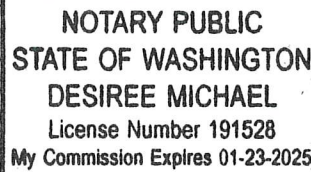
Name: Teri Gobin

Title: Chairwoman

Dated this 14 day of December, 2023

STATE OF WASHINGTON)

COUNTY OF Snohomish)



I certify that I know or have satisfactory evidence that Teri Gobin is the person who appeared before me, and said person acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledge it as the Deed of Right for the Grantor, Tulalip Tribes of WA. and to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 12.14.2023

Signed: [Signature]

Notary Public in and for the State of Washington,

residing in Tulalip, WA.

My commission expires 1-23-2025.

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

By: Sam. Raf

Title: Deputy Director

Dated this 11TH day of DECEMBER, 2023

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 they signed this instrument, on oath stated that they were 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: 12/11/2023

Signed: Monica Atkins

Notary Public in and for the State of Washington,
residing in THURSTON COUNTY

My commission expires 3/30/2027



EXHIBIT A
Legal Description

PARCEL "A" (R33228-338-0300)

THAT PORTION OF GOVERNMENT LOT 1, SECTION 28, TOWNSHIP 32 NORTH, RANGE 3 EAST OF THE WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 28;
THENCE SOUTH 89°04'30" EAST ALONG THE NORTH LINE OF SAID SECTION 28, A DISTANCE OF 609.19 FEET;
THENCE SOUTH 7°52'56" EAST A DISTANCE OF 890.54 FEET;
THENCE SOUTH 85°11'45" WEST A DISTANCE OF 744.10 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 28, A DISTANCE OF 954.33 FEET SOUTH OF THE NORTHWEST CORNER OF SAID SECTION 28;
THENCE NORTH A DISTANCE OF 954.33 FEET TO THE POINT OF BEGINNING.

ALSO TOGETHER WITH THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 32 NORTH, RANGE 3 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 21;
THENCE S87°53'06"E, ALONG THE SOUTH LINE OF SAID SECTION 21, FOR 69.00 FEET;
THENCE N01°46'48"E FOR 154.21 FEET;
THENCE N52°52'08"E FOR 187.59 FEET;
THENCE N20°08'32"E FOR 107.00 FEET, TO THE SOUTH RIGHT-OF-WAY OF SR532, A NON-TANGENT POINT ON A CURVE TO THE LEFT HAVING A RADIUS CENTER THAT BEARS S16°28'17"W 1193.30 FEET DISTANT;
THENCE NORTHWESTERLY, ALONG SAID CURVE, FOR 252.00 FEET WHILE CONSUMING A CENTRAL ANGLE OF 12°05'59" TO THE WEST LINE OF SAID SECTION 21;
THENCE S01°46'48"W, ALONG SAID WEST LINE, FOR 410.99 FEET TO THE POINT OF BEGINNING;

SITUATE IN THE COUNTY OF ISLAND, STATE OF WASHINGTON.

PARCEL "B" (R33229-478-4880)

THAT PORTION OF GOVERNMENT LOT 4, SECTION 29, TOWNSHIP 32 NORTH, RANGE 3 EAST OF THE WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHEAST CORNER OF SAID GOVERNMENT LOT 4; THENCE SOUTH ALONG THE EAST LINE THEREOF A DISTANCE OF 954.33 FEET; THENCE



SOUTH 85°11'45" WEST A DISTANCE OF 795.54 FEET TO A POINT ON THE WEST LINE OF THAT CERTAIN TRACT CONVEYED TO CECILE M. JOHNSON BY DEED RECORDED MAY 12, 1964 AS AUDITOR'S FILE NO. 161789, RECORDS OF ISLAND COUNTY, WASHINGTON; THENCE NORTH ALONG SAID WEST LINE TO THE NORTH LINE OF SAID SECTION 29; THENCE EAST A DISTANCE OF 792 FEET TO THE POINT OF BEGINNING. SITUATE IN THE COUNTY OF ISLAND, STATE OF WASHINGTON.

PARCEL "C" (R33220-004-5180)

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 32 NORTH, RANGE 3 EAST OF THE WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST POINT ON THE EAST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, A DISTANCE OF 1,172 FEET MORE OR LESS, SOUTH OF THE NORTHEAST CORNER THEREOF ON THE SOUTHERLY LINE OF A CERTAIN DRAINAGE DITCH AS IT EXISTED FEBRUARY 28, 1871 AND AS DESCRIBED IN DEED RECORDED MAY 12, 1964 AS AUDITOR'S FILE NO. 161789, RECORDS OF ISLAND COUNTY, WASHINGTON; THENCE SOUTHWESTERLY ALONG SAID DITCH TO THE SOUTH LINE OF SAID SECTION 20; THENCE EAST TO THE SOUTHEAST CORNER OF SAID SECTION 20; THENCE NORTH ALONG THE EAST LINE OF SAID SECTION TO THE POINT OF BEGINNING. SITUATE IN THE COUNTY OF ISLAND, STATE OF WASHINGTON



EXHIBIT B Property Map

