



EXCISE TAX EXEMPT

20 / MAY / 2024

**No Consideration Given
Island County Treasurer**

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**

Leque Property

Grantor: Tulalip Tribes of Washington

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

Abbreviated

Legal

Description: Ptn. SW 1/4 of the SE 1/4 of Sec. 20 and Gov't. Lot 3, NW 1/4 of the NE 1/4 and
Ptn. Gov't. Lot 4 in Sec. 29, All in T32N, R3E, WM (More particularly described in Exhibit "A"
(Legal Description), and as depicted in Exhibit "B" (Property Maps)),

Assessor's Property Tax Parcel Number(s): R33229-340-4000, R33229-466-3270, R33229-346-
3180 and R33220-022-3210

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



1-800-368-5700

Black County Treasurer
No Contestation Given

part from the State Building Construction Account – Salmon Recovery Funding Board and 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 or funding board.
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 or funding board.

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 RCO and/or the Washington State Salmon Recovery Funding Board 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.



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



GRANTOR:

Tulalip Tribes of Washington

By: *Teri Gobin*

Name: Teri Gobin

Title: Chairwoman

Dated this 13th day of May, 2024

STATE OF WASHINGTON)

COUNTY OF Snohomish) ss

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 Chairwoman for the Grantor, Tulalip Tribes and to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

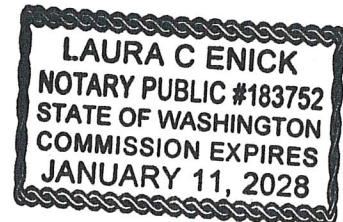
Dated: 5/13/2024

Signed: *Laura C Enick*

Notary Public in and for the State of Washington,

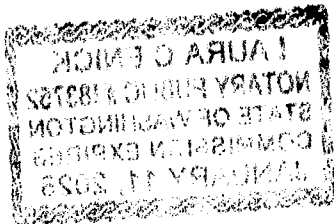
residing in Snohomish Co.

My commission expires 01/11/2028




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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: 

Name: Scott T. Robinson

Title: Deputy Director

Dated this 2nd day of May, 2024

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: 5/2/2024

Signed: Monica Atkins

Notary Public in and for the State of Washington,

residing in THURSTON COUNTY

My commission expires 3/30/2027



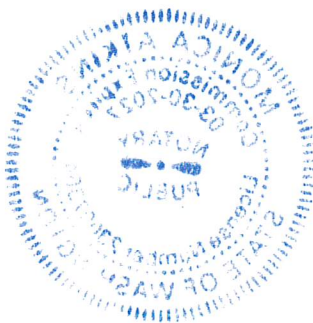


EXHIBIT A
Legal Description

THE PROPERTY IS COMPRISED OF FOUR TAX PARCELS DESCRIBED BELOW EXCEPT THE BOUNDARY LINE ADJUSTMENT AREA DESCRIBED AS FOLLOWS:

That portion of the nw1/4 of the ne1/4 and government lot 3 of section 29, township 32 north, range 3 east, w.m., described as follows:

Commencing at the northwest corner of said section 29; Thence s88°35'03"e, along the north line of said section 29, for 2662.88 feet to the north quarter corner of said section and the point of beginning; Thence continue s88°35'03"e, along said north line, for 5.00 feet to the centerline of and existing drainage ditch; Thence s01°22'41"w, along said centerline, for 785.98 feet; Thence s00°17'55"e, along said centerline, for 297.24 feet to the south end of said ditch; Thence s01°43'45"w for 1740.78 feet to the meander line; Thence s57°24'00"w, along said meander line, for 29.83 feet to the north/south centerline of said section 29; Thence n01°48'57"e, along said north/south centerline, for 2840.60 feet to the point of beginning;

Except that portion deeded to island county drainage district no. 5 recorded under auditor's file number 42952; Situate in island county, washington.

PARCEL "A" (R33229-340-4000)

That portion of Government Lot 4 in Section 29, Township 32 North, Range 3 East of the Willamette Meridian, described as follows: Beginning at the Southwest corner of said Government Lot; thence North 462 feet; thence East 99 feet; thence South to the meander line; thence Westerly to the point of beginning; EXCEPT any ditch right-of-ways.

Situate in the County of Island, State of Washington.

PARCEL "B" (R33229-466-3270)

The Northwest Quarter of the Northeast Quarter in Section 29, Township 32 North, Range 3 East of the Willamette Meridian; EXCEPT any ditch right-of-ways.

Situate in the County of Island, State of Washington.

PARCEL "C" (R33229-346-3180)

Government Lot 3 in Section 29, Township 32 North, Range 3 East of the Willamette Meridian;

ALSO EXCEPT any ditch right-of-ways.



Situate in the County of Island, State of Washington.

PARCEL "D" (R33220-022-3210)

That portion of the Southwest Quarter of the Southeast Quarter of Section 20, Township 32 North, Range 3 East of the Willamette Meridian, lying South of the SR 532 Highway, more particularly described as follows:

Commencing at the South one-quarter corner of said Section 20;
thence North 942 feet, more or less, to the South line of said highway;
thence Southeasterly and Easterly along the said South line of highway to its intersection with the East line of said subdivision;
thence South 532.5 feet, more or less, to the Southeast corner of said subdivision;
thence West to the Point of Beginning.

EXCEPT right-of-way for drainage ditches as conveyed to Drainage District No. 5 of Island County, Washington by deed recorded March 27, 1936 under Auditor's File No. 42952 and as condemned in Island County Superior Court Cause No. 2264.

ALSO, EXCEPT that portion conveyed to the State of Washington by deed recorded April 27, 1979 under Auditor's File No. 351335.

ALSO, EXCEPT any portion to Island County by Island County Superior Court Cause No. 7631.

ALSO, EXCEPT that barn license area described as follows:

The East 10 feet of the North 45 feet of the South 315 feet of the Southwest Quarter of the Southeast Quarter of Section 20.

AND ALSO, EXCEPT that fence line encroachment area described as follows:

Commencing at the Southeast corner of said Section 20;
thence N88°35'03"W, along the South line of said Section, for 1331.44 feet to the Southeast corner of the Southwest Quarter of the Southeast Quarter of said Section and the Point of Beginning;
thence continue N88°35'03"W, along said South line, for 3.16 feet to the Southerly extension of and existing wire fence line;
thence N01°10'39"E, along said Southerly extension and fence line, for 270.94 feet to the North end of said fence line;
thence S88°11'17"E for 6.16 feet to the East line of the Southwest Quarter of the Southeast Quarter of said Section 20;
thence S01°48'43"W, along said East line, for 270.90 feet to the Point of Beginning;

Situate in the County of Island, State of Washington.



Project #20-1461: Livingston Bay Protection and Restoration Planning
Leque Property
Sponsors: Tulalip Tribes and Whidbey Camano Land Trust

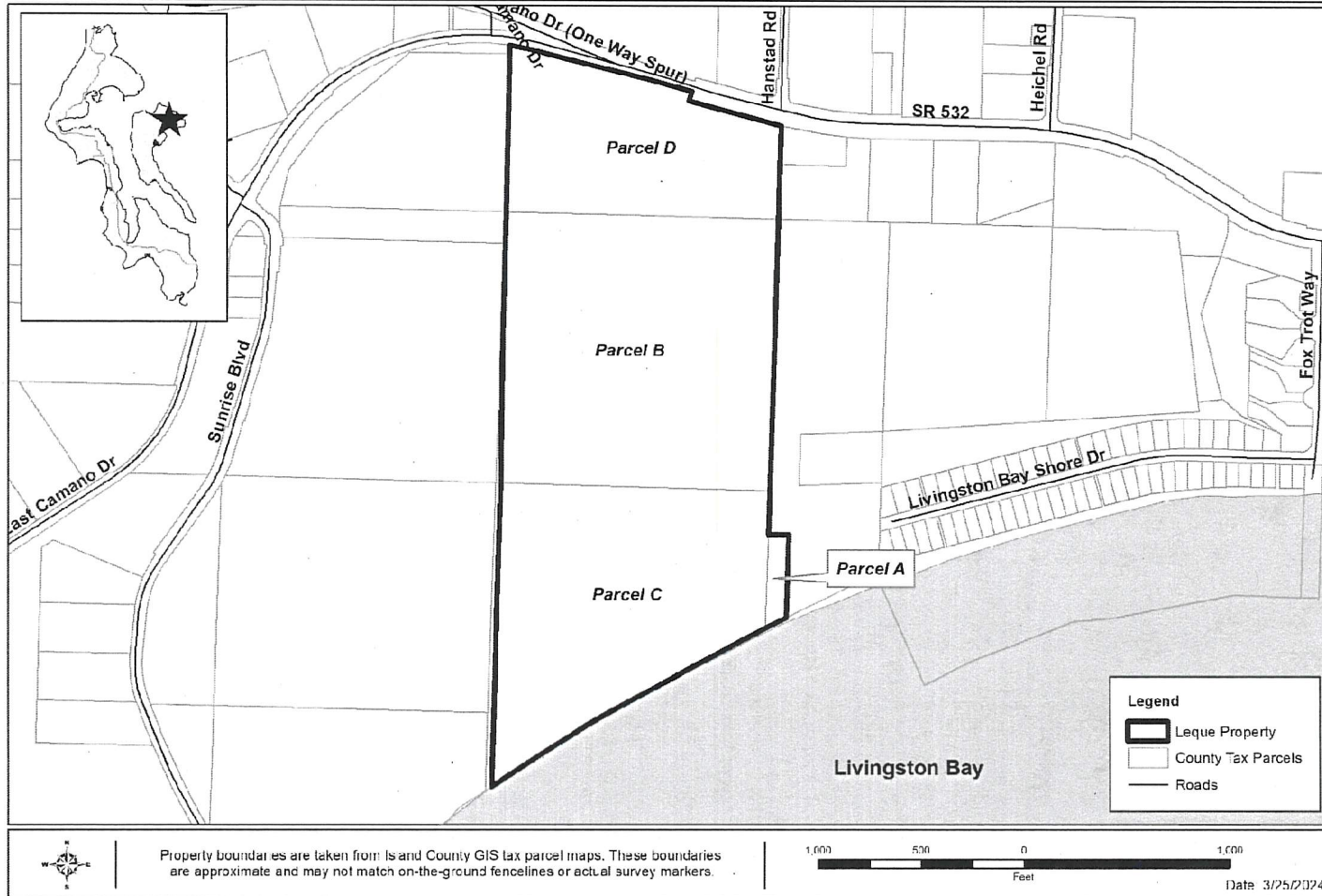
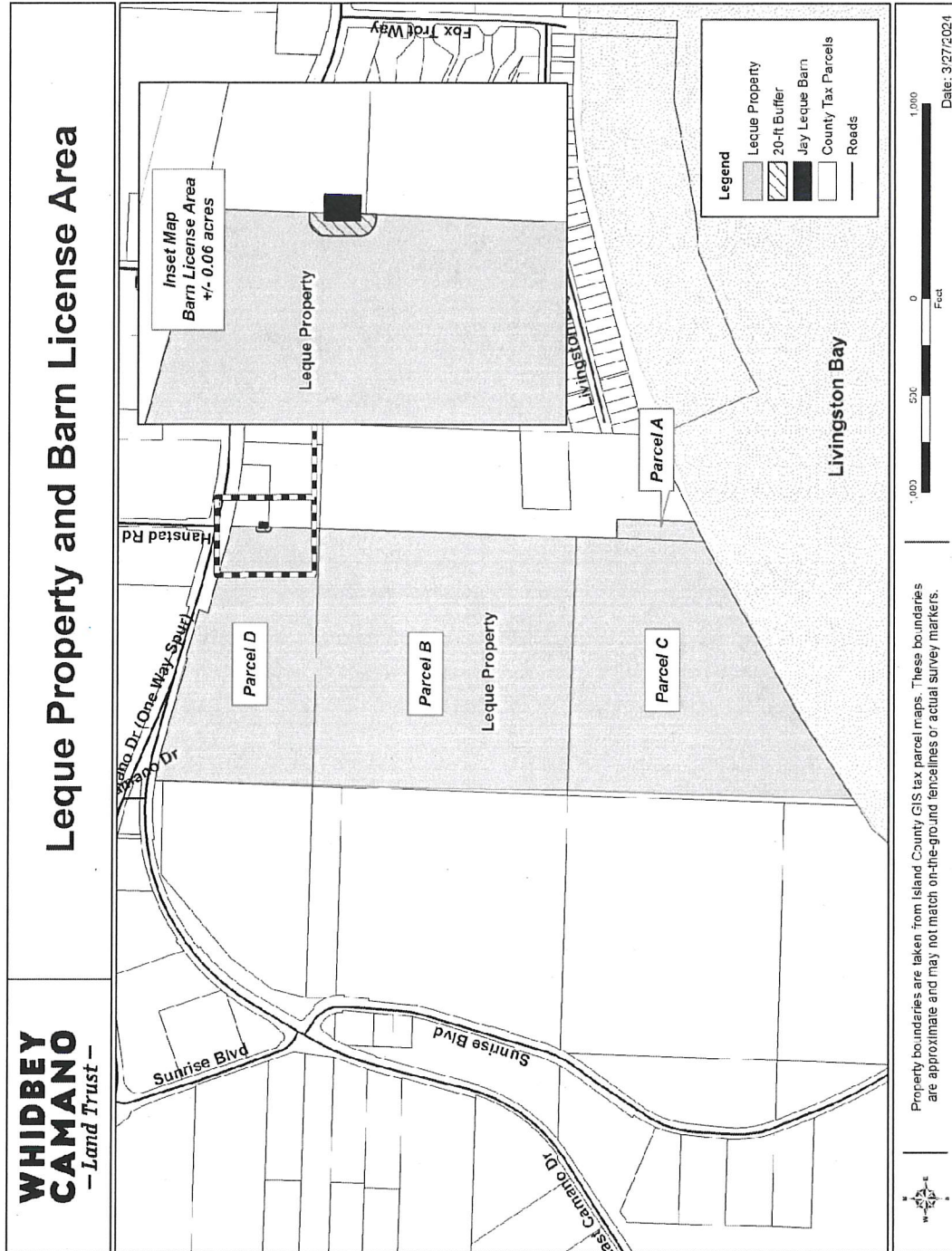


EXHIBIT B
Property Map

EXHIBIT B continued
Map of Barn License Area Excepted Out of Legal Description



SP

