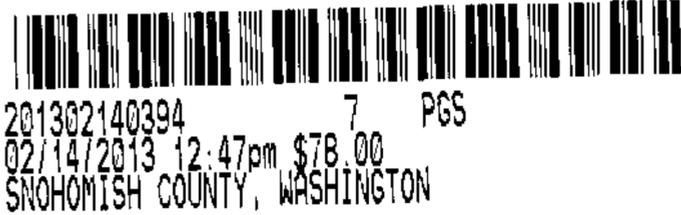


Upon Recording, Please Return To:  
Washington Recreation and Conservation Office  
PO Box 40917  
Olympia, WA 98504-0917  
Attn: Marc Dubioski



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

Grantor: City of Seattle acting by and through Seattle City Light Department

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: That portion of the S 1/2 of the N 1/2 of the NE1/4 of Sec. 25, Twnshp 32 N,  
R9E, recorded in Snohomish County, Washington. Situated in the County of Snohomish, State of  
Washington (More particularly described in Exhibit "A" (Legal Description), and as depicted in  
Exhibit "B" (Property Map)),

Assessor's Property Tax Parcel Number(s): 32092500100500, Snohomish County

Reference Numbers of Documents Assigned or Released:

The Grantor enters this Deed for and in consideration of monies coming in whole or in part from  
the Salmon Recovery Funding Board Account. Such grant is made pursuant to the Project  
Agreement entered into between the Grantor and the Grantee entitled Skagit Floodplain Habitat  
Acquisition Phase II, Project Number 09-1448A signed by the Grantor on the 3<sup>rd</sup> day of March,

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2010 and the Grantee the 10<sup>th</sup> day of March, 2010 and Project Agreement 11-1683C titled Skagit Tier 1 & Tier 2 Floodplain Acquisition II signed by the Grantor on the 19<sup>th</sup> day of March, 2012 and the Grantee the 26<sup>th</sup> day of March, 2012 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: 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 floodplain habitat and wetlands. This habitat supports or may support priority species or groups of species including but not limited to Chinook.

1. 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.
2. 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.
3. 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

KE

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 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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REMAINDER OF PAGE IS INTENTIONALLY BLANK; SIGNATURE PAGES FOLLOW

YC

**GRANTOR:**

City of Seattle acting by and through Seattle City Light Department

By: *Lynn Best*

Name: Lynn Best

Title: Environmental Affairs and Real Estate Division Director

Dated this 5 day of February, 2013

STATE OF WASHINGTON )

COUNTY OF KING ) ss

I certify that I know or have satisfactory evidence that Lynn Best 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 Environmental Affairs and Real Estate Division Director for the Sponsor, City of Seattle and to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: February 5, 2013

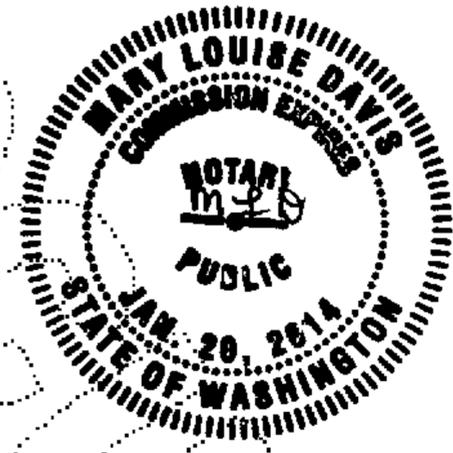
Signed: *Mary Louise Davis*

Printed Name: Mary Louise Davis

Notary Public in and for the State of Washington,

residing in Edmonds, WA.

My commission expires January 20, 2014



REMAINDER OF PAGE IS INTENTIONALLY BLANK; ADDITIONAL SIGNATURE PAGE FOLLOWS

*ke*

**GRANTEE:**

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

By: Kaleen Cottingham

Name: Kaleen Cottingham

Title: Director

Dated this 1<sup>st</sup> day of February, 2013

STATE OF WASHINGTON )  
COUNTY OF Thurston ) ss

I certify that I know or have satisfactory evidence that Kaleen Cottingham 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 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: February 1, 2013

Signed: Leslie Ann Frank

Notary Public in and for the State of Washington,  
residing in Thurston County  
My commission expires 7-9-13



KC

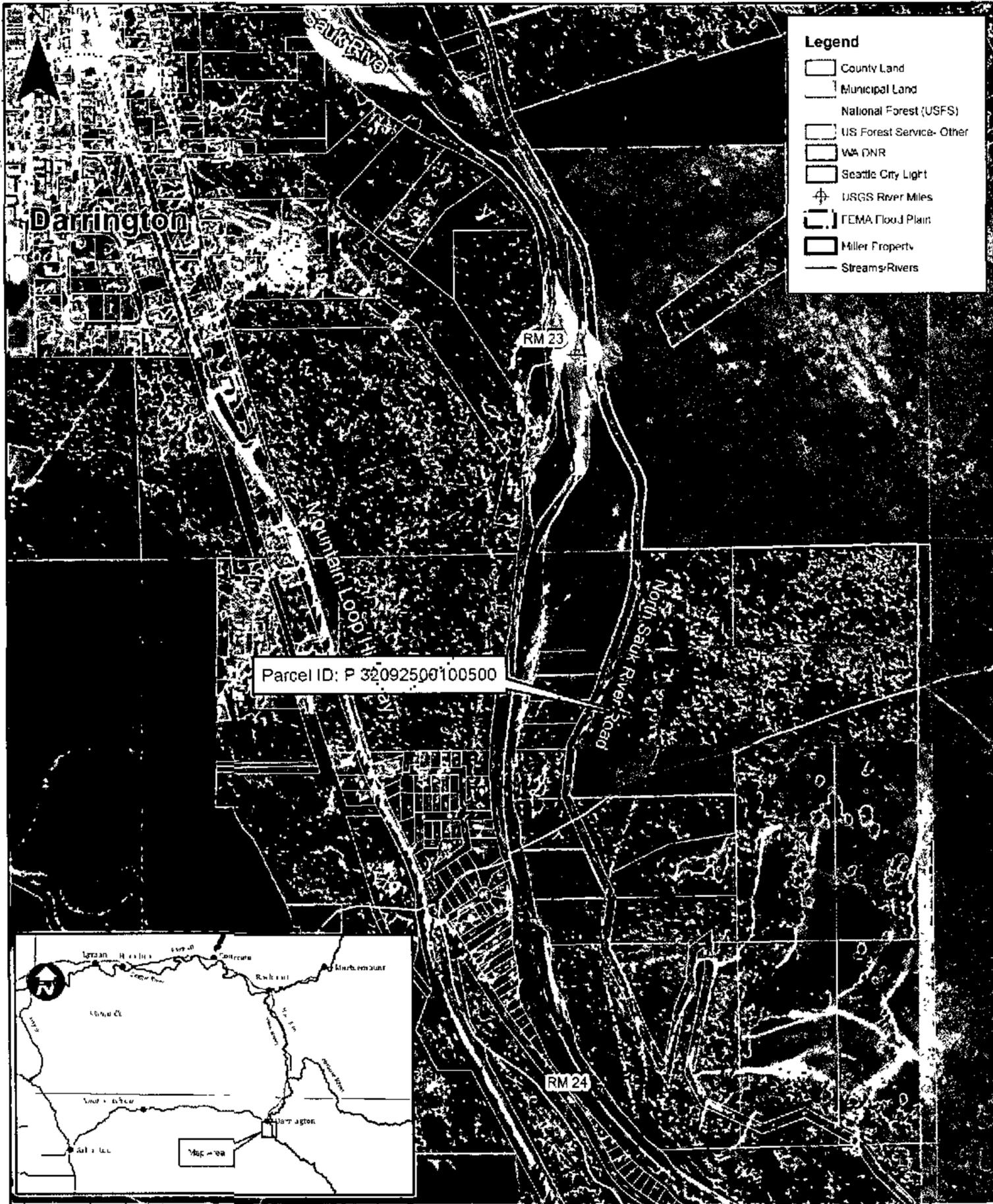
**EXHIBIT A**  
**Legal Description**

That portion of the South half of the North half of the Northeast Quarter of Section 25, Township 32 North, Range 9 East, W. M. lying Easterly of the County Road.

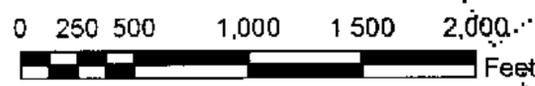
Situate in the County of Snohomish, State of Washington.

KC

Exhibit B: Proposed Dow Acquisition (P 32092500100500)  
Project # 09-1448A and Project 11-1683C



Created January 31, 2013 by Seattle City Light,  
Environmental Affairs and Real Estate Division  
SCL provides no warranty, expressed or implied, as to the  
accuracy, reliability or completeness of this data



KC