

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



Skagit County Auditor  
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GUARDIAN NORTHWEST TITLE CO

106862-2

**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: Section 32, Township 33 North, Range 10 East; Ptn. Gov't Lot 6 and NW – SE.  
Situating in the County of Skagit, 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): P18859, 331032-0-003-0008, Skagit 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 Tier 1 & Tier 2  
Floodplain Acquisition II, Project Agreement 11-1536A signed by the Grantor on the 13<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. 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 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

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

That portion of Government Lot 6 and the Northwest 1/4 of the Southeast 1/4 of Section 32, Township 33 North, Range 10 East W.M. lying Southerly of the following described line and its projection:

Commencing at the concrete monument marking the Southwest corner Southeast 1/4 of said Section 32; thence North 89°29'07" East along the South line of said Section a distance of 1,324.76 feet to the Southeast corner of the West 1/2 of the Southeast 1/4 of said Section; thence North 0°57'39" West a distance of 1,883.67 feet along the East line of the West 1/2 of the Southeast 1/4 of said section to the point of beginning of said line marked by a rebar with a plastic cap stamped "13138"; thence North 63° West a distance of 808.11 feet to a rebar with a plastic cap stamped "13138"; thence continuing North 63° West to the East line of the Sauk River as located in January, 2001 and terminus of herein described line.

Except that portion if any as conveyed under Auditor's File No. 779574 and Except any portion of Government Lot 6 lying North or West of the Sauk River.

TOGETHER WITH a 20-foot wide easement for ingress and egress the centerline of which is described as follows:

Commencing at the concrete monument marking the Southwest corner of the Southeast 1/4 of said Section 32; Thence South 89°26'49" West 737.44 feet along the South line of the Southwest 1/4 of said Section 32 to the centerline of an existing dirt road and the TRUE POINT OF BEGINNING of this easement description;

Thence along the centerline of said dirt road the following courses and distances:

North 17°24'09" West, 7.97 feet;  
North 22°33'22" West, 47.48 feet;  
North 02°13'28" East, 24.58 feet;  
North 24°54'51" East, 19.05 feet;  
North 56°15'36" East, 23.28 feet;  
North 82°59'57" East, 28.90 feet;  
South 84°11'25" East, 46.48 feet;  
South 84°46'35" East, 45.75 feet;  
North 85°51'54" East, 41.05 feet;  
North 79°56'13" East, 36.78 feet;  
North 70°36'24" East, 43.16 feet;  
North 65°52'14" East, 128.73 feet;  
North 60°34'04" East, 33.21 feet;  
North 54°17'57" East, 40.05 feet;  
North 46°14'03" East, 36.83 feet;  
North 39°10'01" East, 31.06 feet;  
North 35°15'50" East, 47.44 feet;  
North 35°03'59" East, 50.93 feet;  
North 34°03'06" East, 48.16 feet.



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**EXHIBIT A**  
**Legal Description (continued)**

North 20°28'07" East, 59.62 feet;  
North 03°06'56" East, 62.38 feet;  
North 06°59'09" East, 32.14 feet;  
North 09°13'56" East, 60.73 feet;  
North 00°47'37" West, 28.99 feet;  
North 09°38'21" West, 59.17 feet;  
North 06°02'10" West, 28.55 feet;  
North 04°22'18" East, 28.84 feet;  
North 23°03'09" East, 42.45 feet;  
North 37°03'05" East, 44.47 feet;  
North 32°46'34" East, 40.12 feet;  
North 26°11'57" East, 47.01 feet;  
North 19°22'06" East, 67.81 feet;  
North 30°59'47" East, 21.28 feet;  
North 46°10'13" East, 47.03 feet;  
North 40°48'47" East, 90.32 feet;  
North 47°36'18" East, 23.79 feet;  
North 48°20'29" East, 52.64 feet;  
North 39°06'20" East, 68.04 feet;  
North 34°43'26" East, 52.53 feet;  
North 42°24'20" East, 29.43 feet;  
North 46°42'40" East, 62.15 feet;  
North 45°35'30" East, 34.25 feet;  
North 46°41'27" East, 33.65 feet;  
North 51°14'14" East, 23.25 feet;  
North 56°03'55" East, 42.85 feet;  
North 58°14'11" East, 38.55 feet;  
North 60°13'44" East, 55.49 feet;  
North 47°05'41" East, 48.76 feet;  
North 39°30'53" East, 83.81 feet;  
North 40°22'36" East, 58.67 feet;  
North 25°21'52" East, 61.99 feet;  
North 17°43'21" East, 101.81 feet;  
North 09°10'43" East, 58.66 feet;  
North 03°02'36" East, 64.50 feet;  
North 04°42'16" West, 82.43 feet;  
North 13°32'18" East, 99.73 feet;  
North 19°00'38" East, 71.78 feet;  
North 30°22'10" East, 70.80 feet;  
North 39°47'21" East, 50.31 feet to the terminus of said centerline, which bears South 74°41'44" West,  
1912.69 feet from a concrete monument marking the Northeast corner of the Southeast 1/4 of said Section  
32.

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Exhibit B: Proposed Guse Acquisition (P18859)

