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

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Skagit County Auditor
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LAND TITLE OF SKAGIT COUNTY

DEED OF RIGHT TO USE LAND FOR SALMON RECOVERY PURPOSES

145078-0E

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: Ptn SE 1/4 of NE 1/4 & Ptn Gov. Lot 9, 19-35-9 E.W.M., and as depicted in Exhibit "B": Property Map

Assessor's Property Tax Parcel Number(s): P44521, 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 Floodplain Habitat Acquisition Phase II, Project Number 09-1448A, signed by the Grantor on the 3rd day of March, 2010, and the Grantee the 10th day of March, 2010, and supporting materials which are on file

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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 riparian floodplain. 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 state grant and other grants if such encumbrances or alterations reduce the value of

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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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UNOFFICIAL DOCUMENT

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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 17 day of May, 2013

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

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: May 17, 2013

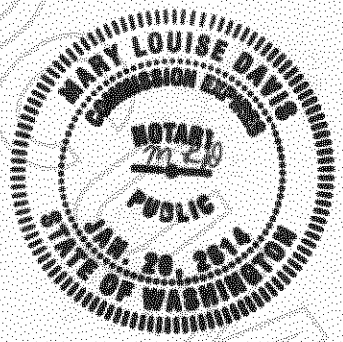
Signed: Mary Louise Davis

Printed Name: Mary Louise Davis

Notary Public in and for the State of Washington,

residing in Edmonds, WA.

My commission expires January 20, 2014



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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 9th day of May, 2013

STATE OF WASHINGTON)
) ss
COUNTY OF Thurston)

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: May 9th 2013

Signed: Leslie Ann Frank

Notary Public in and for the State of Washington,

residing in Thurston County.

My commission expires 7-9-13.

LESLIE ANN FRANK
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
07-09-13

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EXHIBIT A
Legal Description

PARCEL "A"

That portion of the Southeast ¼ of the Northeast ¼ and of Government Lot 9, Section 19, Township 35 North, Range 9 East, W.M., described as follows:

Beginning at a point on the North line of the Sauk Valley County Road which lies 460 feet East of the West line of said subdivision, as measured along the South line of said subdivision;
thence North parallel to the West line of said subdivision to the Skagit River;
thence Westerly along the South line of said river to the West line of said subdivision;
thence South along said West line to the North line of the Sauk Valley County Road;
thence Easterly along the North line of said road to the point of beginning,

EXCEPT the following described tract:

That portion of the Southeast ¼ of the Northeast ¼ and of Government Lot 9, Section 19, Township 35 North, Range 9 East, W.M., described as follows:

Beginning at a point on the West line of said subdivision which lies 255 feet North of the North line of the right of way of the Sauk Valley County Road;
thence East parallel with the South line of said subdivision 330 feet;
thence North parallel with the West line of said subdivision 800 feet, more or less, to the South line of the Skagit River;
thence West along said South line to the West line of said subdivision;
thence South along said West line to the point of beginning.

Situate in the County of Skagit, State of Washington.

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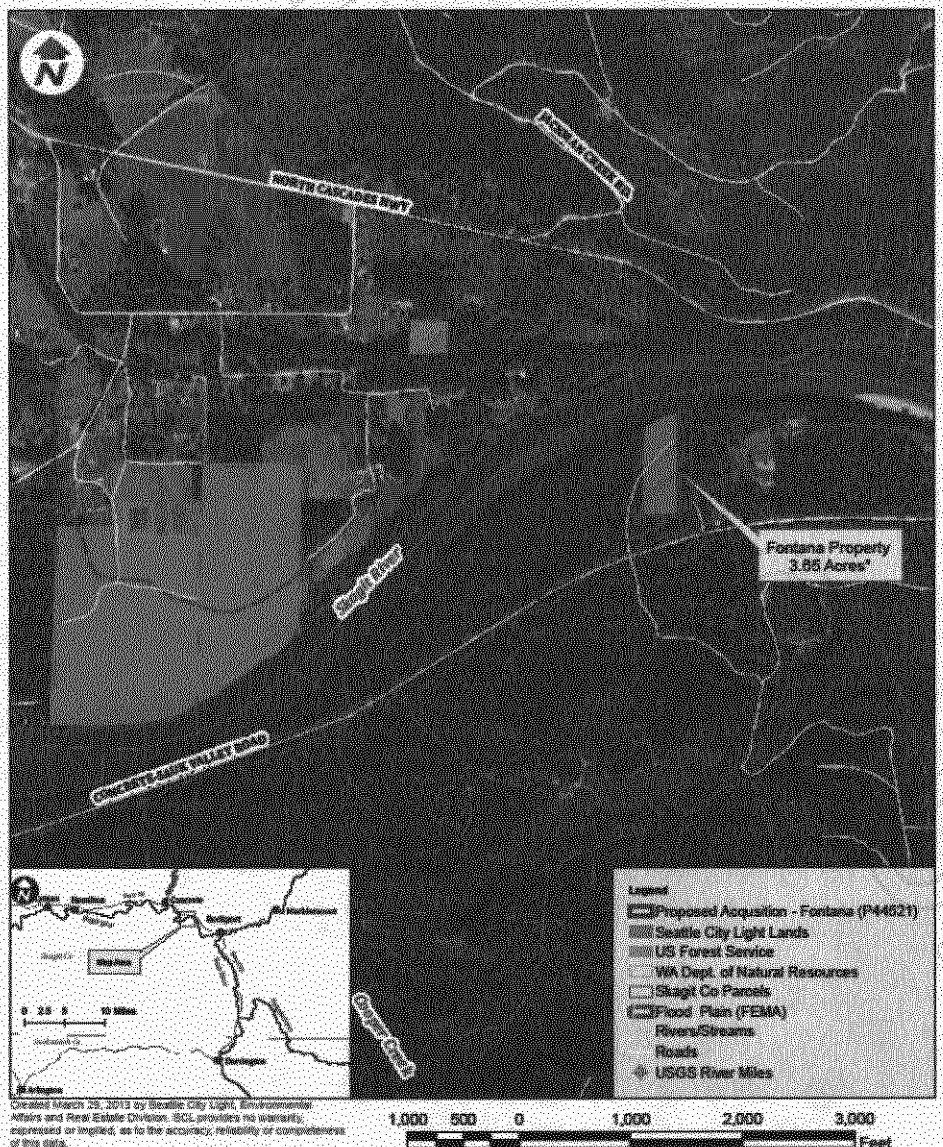
Exhibit B: Proposed Fontana Acquisition (P44521)

Project # 09-1448A

Section 19 Township 35 Range 09



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