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PAGE-001 OF 007
08/22/2016 14:48
KING COUNTY, WA

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

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

Grantor: King County Department of Natural Resources and Parks

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 GOV LOT 5 S14-T24N-R7E W.M., and TRACT 1, KC Exempt Segregation No. EMSC16-001 Rec. No. 20160311900013, in King County, Washington; More particularly described in Exhibit "A" (Legal Description), and as depicted in Exhibit "B" (Property Map)),

Assessor's Property Tax Parcel Number(s): 142407-9068, 142407-9102

EXCISE TAX NOT REQUIRED

King Co. Records Division
By MB Deputy



The Grantor enters this Deed for and in consideration of monies coming in whole or in part from the Puget Sound Acquisition and Restoration Account. Such grant is made pursuant to the Project Agreement entered into between the Grantor and the Grantee entitled 15-Snoqualmie at Fall City – Raging River Acquisition, Project Number 15-1163 signed by the Grantor on the 7th day of March, 2016 and the Grantee the 14th day of March, 2016 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:

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 Project Agreement, including protecting, preserving, restoring and/or enhancing the habitat functions on the Real Property, which includes riparian and floodplain. This habitat supports or may support priority species or groups of species including but not limited to Chinook, Chum, Coho, and Pink Salmon as well as Steelhead, Cutthroat, Bull Trout.
2. 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.
3. 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.
4. 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 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 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:

King County Department of Natural Resources and Parks

By: _____

Name: John Taylor

Title: Assistant Division Director, WLR Division, DNRP

Dated this 18th day of August, 2016

STATE OF WASHINGTON)

) ss

COUNTY OF KING)

I certify that I know or have satisfactory evidence that John Taylor 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 Agent for the Grantor, King County DNRP and to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: August 18, 2016

Signed: Lori D. King

Notary Public in and for the State of Washington,

residing in Shoreline

My commission expires 7/12/19



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STR

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: Scott T. Robinson

Name: Scott T. Robinson

Title: Deputy Director

Dated this 12th day of August, 2016

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 (he/she) signed this instrument, on oath stated that (he/she) was 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: August 12, 2016

Signed: Kathleen M. Banks

Notary Public in and for the State of Washington,

residing in Lacey, WA

My commission expires 12-1-18



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EXHIBIT A
Legal Description

Parcel A:

Government Lot 5, in Section 14, Township 24 North, Range 7 East, W.M., in King County, Washington;

Except that portion lying South of the North Line of the following described property:

Beginning at a point 165.00 feet North and 518.00 feet West of the Northwest corner of the South Half of the Northwest Quarter of the Southwest Quarter of Section 14, Township 24 North, Range 7 East, W.M., in King County, Washington;

Thence South 89°54' East 3,177.30 feet along a fence line now established on the land;

Thence North 52°43' East 1,060.50 feet;

Thence North 89°54" West 2,400.00 feet;

Thence South 00°06' West 169.00 feet;

Thence South 78°35' West 795.00 feet;

Thence North 00°06' East to the South bank of the Raging River;

Thence along the bank of said river to the intersection of the West side of the county road;

Thence along said county road to a point of beginning extended East to the Snoqualmie River.

Parcel B:

Tract 1, King County Exempt Segregation No. EMSC16-001, as recorded under Recording Number 20160311900013, in King County, Washington.

Records of King County, Washington.

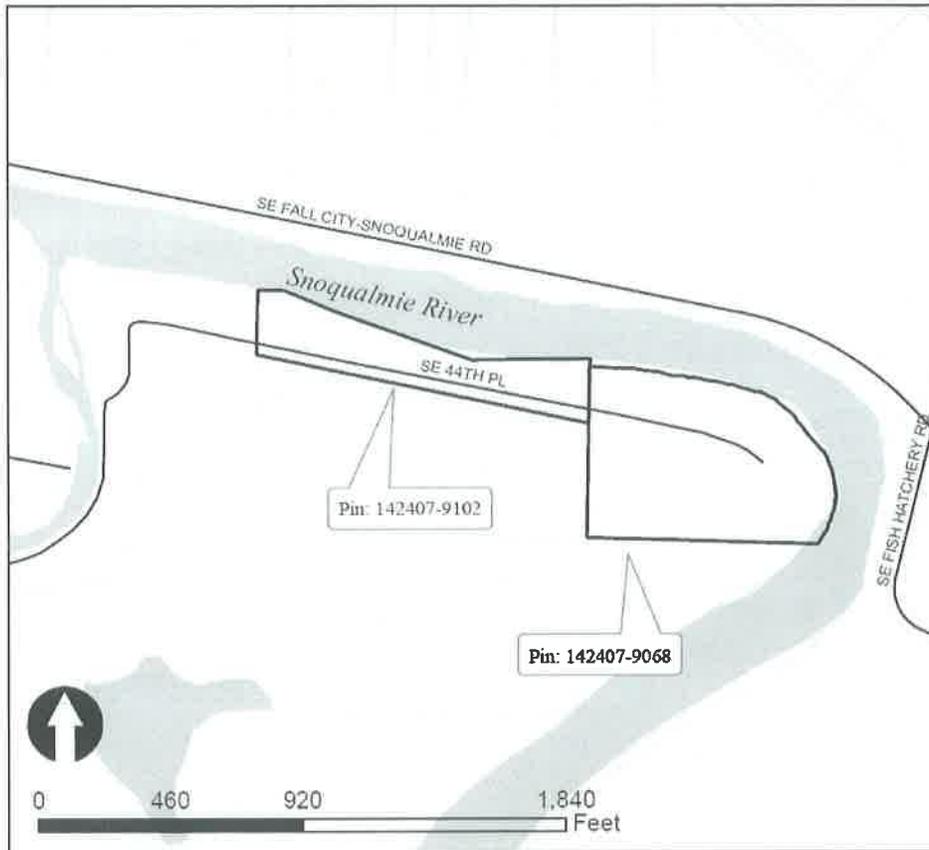


EXHIBIT B
Property Map

Snoqualmie at Fall City – Raging River Acquisition (15-1163)
King County DNR & Parks
July 18, 2016

Legend

 Subject Parcel  Streets  Other King County Parcels



STC