2016-1338054
Page 1 of 7 Deed
Washington State Recreation And Conservation Office
Clallam County Washington 08/09/2016 02:47:26 PM

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

DEED OF RIGHT TO USE LAND FOR SALMON RECOVERY PURPOSES

Grantor: Coastal Watershed Institute

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: Beach Lake Conservation Area W 723 feetof GV LT 2, SEC 26, TWP 31 N, R7W, W.M. (More particularly described in Exhibit "A" (Legal Description), and as depicted in Exhibit "B" (Property Map)),

Assessor's Property Tax Parcel Number(s): 0731263100001000 and 07312631000020010

The Grantor enters this Deed for and in consideration of monies coming in whole or in part from the State Building Construction Account – Salmon Recovery Funding Board and Puget Sound Acquisition and Restoration Accounts. Such grant is made pursuant to the Project Agreement entered into between the Grantor and the Grantee entitled Beach Lake Acquisition and Restoration, Project Number 15-1045 signed by the Grantor on the 9th 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

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Property, which includes marine nearshore, riparian, wetland, floodplain, and upland . This habitat supports or may support priority species or groups of species including but not limited to Coho, Chinook, and Chum salmon; steelhead, Cutthroat, and 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.

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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

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GRANTOR:

Coastal Watershed Institute
By: _____

Name: Anne Shaffer J. Anne Shaffer

Title: Executive Director

Dated this 27 day of July, 2016

STATE OF WASHINGTON)
) ss
COUNTY OF Clallam)

I certify that I know or have satisfactory evidence that J. Anne Shaffer 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 Executive Director for the Grantor, Coastal Watershed Institute and to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 7/27/2016

Signed: James Hoch

Notary Public in and for the State of Washington,

residing in Port Angeles.

My commission expires 9-2-2019.

Notary Public
State of Washington
JAMES HOCH
My Appointment Expires Sep 2, 2019

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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: Kaleen Cottingham

Name: Kaleen Cottingham

Title: Director

Dated this 20th day of July, 2016

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: July 20, 2016

Signed: Leslie Ann Frank

Notary Public in and for the State of Washington,

residing in Thurston County.

My commission expires 7-9-17.

LESLIE ANN FRANK
COMMISSION EXPIRES
NOTARY PUBLIC
07-09-17
STATE OF WASHINGTON

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EXHIBIT A
Legal Description

PARCEL "A"
The west 723 feet of Government Lot 2 (SW ¼ of the SW1/4) within Section 26, Township 31 North, Range 7 West, W.M. Clallam County, Washington

Excepting therefrom:

The proposed parking lot area shown on Volume 78 of Surveys, Page 94, Auditor's file number 2016-1336302 records of Clallam county, Washington.

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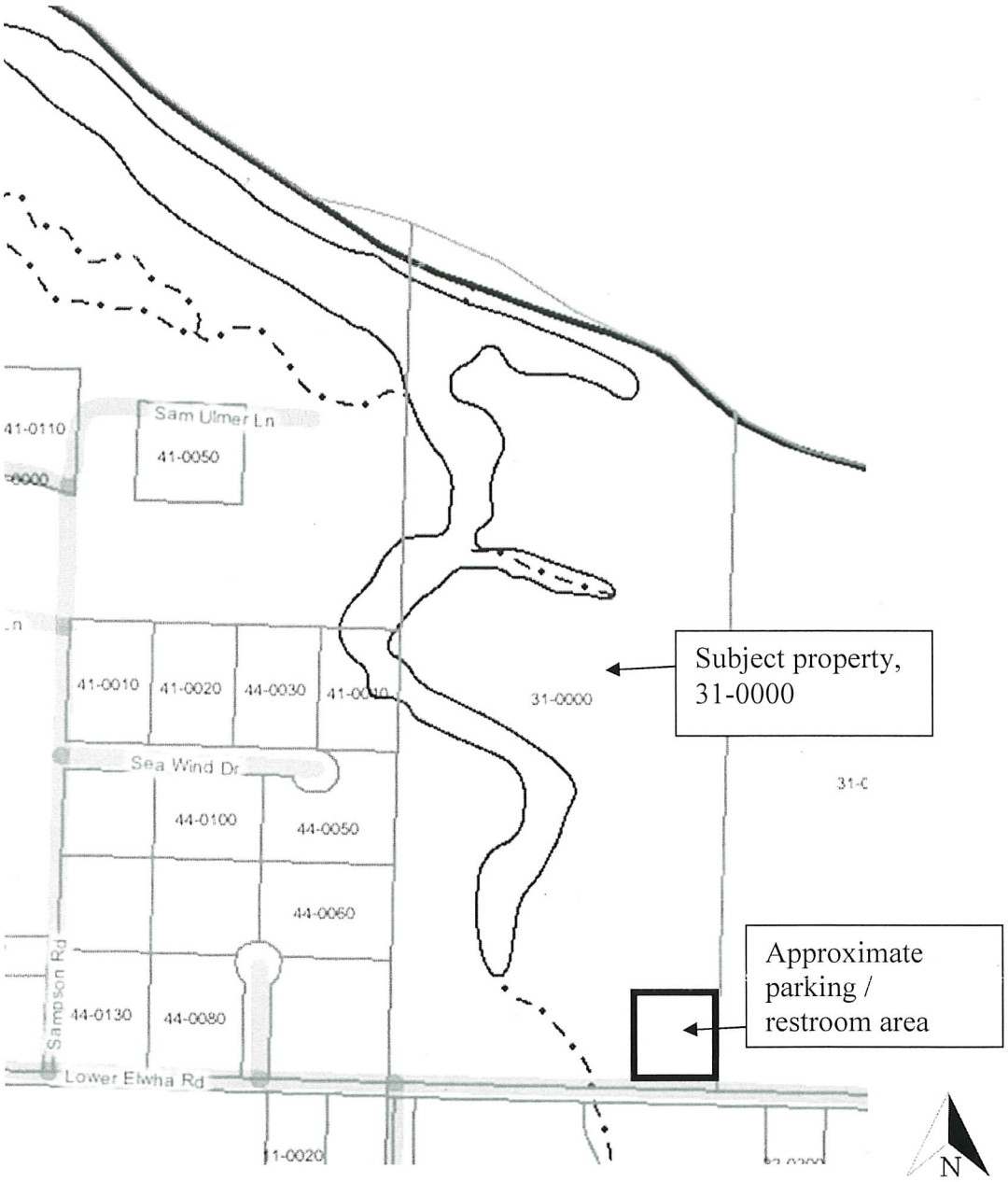
EXHIBIT B
Property Map



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