



**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA REQUEST**

TO: Board of County Commissioners
Mark McCauley, County Administrator

FROM: Pinky Feria Mingo, Environmental Health and Water Quality Director
Tami Pokorny, Natural Resources Program Coordinator

DATE: May 5, 2025

SUBJECT: Agenda item – Recreation and Conservation Office – Deed of Right for Parcel #991 200 301; Upon signature – perpetuity

STATEMENT OF ISSUE:

Jefferson County Public Health, Natural Resources Program, requests Board approval of the Recreation and Conservation Office – Deed of Right for parcels #991 200 301; Upon signature – perpetuity.

ANALYSIS/STRATEGIC GOALS/PROS and CONS:

This Deed of Right, for the former Henderson property in Quilcene, ensures that the County shall not use or allow any use of the property that is inconsistent with salmon recovery purposes. The County must also allow public access to the property and must accept restrictions and inspections by the State for compliance with the terms of the Deed and Project Agreement.

FISCAL IMPACT/COST BENEFIT ANALYSIS:

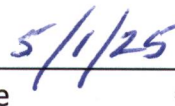
This property's acquisition was funded by a grant from the RCO Salmon Recovery Funding Board (#12-1384).

RECOMMENDATION:

JCPH management request approval of the Recreation and Conservation Office – Deed of Right for parcel #991 200 301; Upon signature – perpetuity.

REVIEWED BY:


Mark McCauley, County Administrator


Date

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

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

Henderson Property

Grantor: Jefferson County

Grantee: STATE OF WASHINGTON, acting by and through the WASHINGTON
STATE SALMON RECOVERY FUNDING BOARD and the WASHINGTON
STATE RECREATION AND CONSERVATION OFFICE (RCO), including
any successor agencies.

Abbreviated
Legal
Description: Lts 1 To 4 Blk 3 Quilcene W/Ptn Vac Fremont St Adj (More particularly
described in Exhibit "A" (Legal Description), and as depicted in Exhibit "B"
(Property Map)),

Assessor's Property Tax Parcel Number(s): 991 200 301

Reference Numbers of Documents Assigned or Released:

The Grantor enters this Deed for and in consideration of grant funding coming in whole or in part from the State Building Construction Account – Salmon Recovery Funding Board. Such grant and this Deed are made pursuant to the Grant Agreement entered into between the Grantor and the Grantee entitled Quilcene Acquisitions 2012, Project Number 12-1384 signed by the



Grantor on the 22nd day of April 2013 and the Grantee the 25th day of April 2013 and supporting materials which are on file with the Grantor and the Grantee in connection with the Grant 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 Grant Agreement, including protecting, preserving, restoring and/or enhancing the habitat functions on the Real Property, which includes riparian and floodplain habitat. This habitat supports or may support priority species or groups of species including but not limited to Hood Canal summer chum and Chinook salmon, and Puget Sound Steelhead.
2. The Grantor shall allow public access to the Property as provided in the Grant Agreement. Such access shall be subject to the restrictions allowed under the Grant Agreement, by written agreement between the Grantee and Grantor, or under state law.
3. Public access may be limited as necessary for safe and effective management of the property consistent with salmon recovery purposes, but only by written approval of the RCO or funding board.
4. The Grantor shall allow access by the Grantee to inspect the Real Property for compliance with the terms of this Deed and the applicable Grant Agreement to which the Grantor is a signatory. Such access shall be subject to the restrictions, if any, allowed under the Grant 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.
5. Without prior written consent by the Grantee or its successors, through an amendment to the Grant 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 grant purposes herein granted and as stated in the Grant Agreement. The Grantor shall also not grant or suffer the creation of any property interest that is inconsistent with the salmon recovery grant purposes herein granted and as stated in the Grant Agreement or otherwise approved in writing by the RCO or funding board.
6. 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:



- a. 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;
- b. 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
- c. 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 Grant 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, or the Real Property further encumbered, or any property rights in or appurtenant to the Real Property transferred or sold, unless specific written approval has been granted by RCO and/or the Washington State Salmon Recovery Funding Board or its successors. No sale or transfer of the Real Property including less than fee conveyance of property interest, or changes to this Deed, shall be made without the written approval of the RCO. Any such sale or transfer of any property interest or rights in the Real Property, or changes to this Deed, or the recording of any encumbrance, covenant, etc. upon the Real Property shall be void when made unless approved in writing by RCO or made part of the Grant Agreement by amendment.

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



Jefferson County

By: _____

Name: _____

Title: _____

Dated this _____ day of _____, 20_____

[illegible]

Dated: _____

Signed: _____

Notary Public in and for the State of Washington,
residing in _____

My commission expires _____.

REMAINDER OF PAGE IS INTENTIONALLY BLANK; ADDITIONAL SIGNATURE PAGE
FOLLOWS

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

Dated this 11TH day of APRIL, 20 25

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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 they signed this instrument, on oath stated that they were 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.

My commission expires 2/5/29



EXHIBIT A
Legal Description

Lots 1, 2, 3 and 4 in Block 3 of Plat of Quilcene, as per plat recorded in Volume 2 of Plats on page 33, records of Jefferson County, Washington. TOGETHER WITH that portion of vacated Fremont Street adjacent vacated by Resolution No. 57-00 recorded June 21, 2000 under Recording No. 434764, records of Jefferson County, Washington, that would attach by operation of law.

Situate in the County of Jefferson, State of Washington.



EXHIBIT B
Property Map

