

CITY OF SEATTLE

ORDINANCE 126417

COUNCIL BILL 120146

AN ORDINANCE relating to the City Light Department; accepting statutory warranty deeds to the Beeson, Brecht, Chen, Crosson, Fresonke, Judd, Marsall, McElfresh (two properties), Metzler and De Llaguno, and Rasmussen properties in Skagit County, Washington, and the Ring Family Limited Partnership property in Snohomish County, all for salmonid habitat protection purposes; declaring certain real property rights surplus and no longer required for providing public utility service or other municipal purposes, and ratifying the grants of Deeds of Right to the State of Washington on the Beeson, Brecht, Chen, Fresonke, Judd, Marblemount LLC, McElfresh properties, and Rasmussen for salmon recovery and conservation purposes; placing said lands under the jurisdiction of the City Light Department; and ratifying and confirming certain prior acts.

WHEREAS, Ordinance 121114 authorized the General Manager and Chief Executive Officer of Seattle City Light, within and subject to appropriation authority and based on appraised market value, to negotiate for and purchase parcels of land in the Skagit River and the Tolt/Snoqualmie River watersheds in furtherance of The City of Seattle’s Endangered Species Act Early Action Program for salmon habitat conservation, which was approved by Resolution 29905; and

WHEREAS, under authority of Ordinance 121114, the City Light Department (“City Light”) acquired the Beeson, Brecht, Chen, Crosson, Fresonke, Judd, Marsall, McElfresh, Metzler and De Llaguno, and the Ring Family Limited Partnership properties in the Skagit River watershed; and

WHEREAS, City Light’s purchase of the Brecht, Chen, Judd, Metzler and De Llaguno, and the Ring Family Limited Partnership properties in the Skagit River watershed were counted as match towards the Salmon Recovery Funding Board (“SRFB”) Grants used for purchases under the Early Action Program in 2018, 2019, and 2020; and

1 WHEREAS, RCW 35.94.040 requires a public hearing before lands and property rights
2 originally purchased by a city for utility purposes can be conveyed; and

3 WHEREAS, the SRFB Grants to The City of Seattle require City Light to convey Deeds of Right
4 to the State of Washington, which includes conditions for purposes of salmon recovery
5 and conservation under which properties purchased with grant funds may be used or sold;
6 however, the conditions contained in the Deeds of Right are consistent with the purpose
7 of The City of Seattle’s Early Action Program; NOW, THEREFORE,

8 **BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:**

9 Section 1. The Statutory Warranty Deed executed by Lealand Lee Beeson on July 10,
10 2019, as Grantor, recorded under Skagit County Auditor’s File Number 201907120079, a copy
11 of which is included as Attachment 1, conveying approximately 0.43 acres located along
12 Gilligan Creek to The City of Seattle, is hereby accepted; and the real property conveyed therein
13 is placed under the jurisdiction of the City Light Department, and pursuant to RCW 35.94.040
14 and after public hearing, the Deed of Right for said property executed by the City Light
15 Department on June 24, 2019, as Grantor and State of Washington as Grantee, recorded under
16 Skagit County Auditor’s File Number 201907120080, a copy of which is included as Attachment
17 2, is hereby ratified in fulfillment of SRFB Grant, Project Number 16-1647A.

18 Section 2. The Statutory Warranty Deed executed by Carl J. Brecht on June 25, 2019, as
19 Grantor, recorded under Skagit County Auditor’s File Number 201907050074, a copy of which
20 is included as Attachment 3, conveying approximately 23 acres located along the Skagit River to
21 The City of Seattle, is hereby accepted; and the real property conveyed therein is placed under
22 the jurisdiction of the City Light Department, and pursuant to RCW 35.94.040 and after public
23 hearing, the Deed of Right for said property executed by the City Light Department on

1 December 31, 2019, as Grantor and State of Washington as Grantee, recorded under Skagit
2 County Auditor's File Number 202001160090, a copy of which is included as Attachment 4, is
3 hereby ratified in fulfillment of SRFB Grant, Project Number 16-1647A.

4 Section 3. The Statutory Warranty Deed executed by Timothy T.K. Chen and Theresa M.
5 Chen, Trustees of the Chen Living Trust on May 18, 2020, as Grantors, recorded under Skagit
6 County Auditor's File Number 202005270030, a copy of which is included as Attachment 5,
7 conveying approximately 5 acres located along the Skagit River to The City of Seattle, is hereby
8 accepted; and the real property conveyed therein is placed under the jurisdiction of the City Light
9 Department, and pursuant to RCW 35.94.040 and after public hearing, the Deed of Right for said
10 property executed by the City Light Department on June 19, 2020, as Grantor and State of
11 Washington as Grantee, recorded under Skagit County Auditor's File Number 202009020076, a
12 copy of which is included as Attachment 6, is hereby ratified in fulfillment of SRFB Grants,
13 Project Number 16-1647A, Project Number 18-1502C, and Project Number 18-2117C.

14 Section 4. The Statutory Warranty Deed executed by Donald L. Crosson and Carol L.
15 Crosson on November 22, 2019, as Grantors, recorded under Skagit County Auditor's File
16 Number 201911260057, a copy of which is included as Attachment 7, conveying approximately
17 1.09 acres located on the Skagit River to The City of Seattle, is hereby accepted; and the real
18 property conveyed therein is placed under the jurisdiction of the City Light Department.

19 Section 5. The Statutory Warranty Deed executed by Henry J. Fresonke, Sharon M.
20 Roberts, and Tami G. Baden on October 13, 2020, and Theresa Steele on October 12, 2020, as
21 Grantors, recorded under Skagit County Auditor's File Number 202010140098, a copy of which
22 is included as Attachment 8, conveying approximately 28 acres located along the Sauk River to
23 The City of Seattle, is hereby accepted; and the real property conveyed therein is placed under

1 the jurisdiction of the City Light Department, and pursuant to RCW 35.94.040 and after public
2 hearing, the Deed of Right for said property executed by the City Light Department on March
3 31, 2021, as Grantor and State of Washington as Grantee, recorded under Skagit County
4 Auditor's File Number 202104090117, a copy of which is included as Attachment 9, is hereby
5 ratified in fulfillment of SRFB Grant, Project Number 16-1647A.

6 Section 6. The Statutory Warranty Deed executed by Fredrick L. Judd and Terri L. Judd
7 on December 13, 2019, as Grantor, recorded under Skagit County Auditor's File Number
8 201912200044, a copy of which is included as Attachment 10, conveying approximately 4.3
9 acres located along Pressentin Creek to The City of Seattle, is hereby accepted; and the real
10 property conveyed therein is placed under the jurisdiction of the City Light Department, and
11 pursuant to RCW 35.94.040 and after public hearing, the Deed of Right for said property
12 executed by the City Light Department on December 31, 2019, as Grantor and State of
13 Washington as Grantee, recorded under Skagit County Auditor's File Number 202001160091, a
14 copy of which is included as Attachment 11, is hereby ratified in fulfillment of SRFB Grant,
15 Project Number 16-1647A.

16 Section 7. The Statutory Warranty Deed executed by Shawn R. Marsall and Jennifer A.
17 Marsall on July 27, 2018, as Grantors, recorded under Skagit County Auditor's File Number
18 201807310117, a copy of which is included as Attachment 12, conveying approximately 0.5
19 acres located near the Skagit River to The City of Seattle, is hereby accepted; and the real
20 property conveyed therein is placed under the jurisdiction of the City Light Department.

21 Section 8. The Statutory Warranty Deed executed by Stephen D. McElfresh and Valerie
22 Sue McElfresh on December 15, 2017, as Grantor, recorded under Skagit County Auditor's File
23 Number 201801110039, a copy of which is included as Attachment 13, conveying approximately

1 5.5 acres located along the Suiattle River to The City of Seattle, is hereby accepted; and the real
2 property conveyed therein is placed under the jurisdiction of the City Light Department, and
3 pursuant to RCW 35.94.040 and after public hearing, the Deed of Right for said property
4 executed by the City Light Department on December 27, 2017, as Grantor and State of
5 Washington as Grantee, recorded under Skagit County Auditor’s File Number 201801110040, a
6 copy of which is included as Attachment 14, is hereby ratified in fulfillment of SRFB Grant,
7 Project Number 16-1647A.

8 Section 9. The Statutory Warranty Deed executed by Stephen D. McElfresh and Valerie
9 Sue McElfresh on April 5, 2019, as Grantor, recorded under Skagit County Auditor’s File
10 Number 201904290089, a copy of which is included as Attachment 15, conveying approximately
11 10.9 acres located along the Suiattle River to The City of Seattle, is hereby accepted; and the real
12 property conveyed therein is placed under the jurisdiction of the City Light Department, and
13 pursuant to RCW 35.94.040 and after public hearing, the Deed of Right for said property
14 executed by the City Light Department on April 10, 2019, as Grantor and State of Washington as
15 Grantee, recorded under Skagit County Auditor’s File Number 201904290090, a copy of which
16 is included as Attachment 16, is hereby ratified in fulfillment of SRFB Grant, Project Number
17 16-1647A.

18 Section 10. The Statutory Warranty Deed executed by Stephen Metzler and Almudena
19 De Llaguno on November 9, 2018, as Grantor, recorded under Skagit County Auditor’s File
20 Number 201811160098, a copy of which is included as Attachment 17, conveying approximately
21 61 acres located along the Skagit River to The City of Seattle, is hereby accepted; and the real
22 property conveyed therein is placed under the jurisdiction of the City Light Department, and
23 pursuant to RCW 35.94.040 and after public hearing, the Deed of Right for said property

1 executed by the City Light Department on March 31, 2021, as Grantor and State of Washington
2 as Grantee, recorded under Skagit County Auditor’s File Number 202104090119, a copy of
3 which is included as Attachment 18, is hereby ratified in fulfillment of SRFB Grants, Project
4 Numbers 16-1647A, 16-2804, 18-2617, and 20-1326.


5 Section 11. The Statutory Warranty Deed executed by Gene R. Rasmussen on February
6 28, 2020, as Grantor, recorded under Skagit County Auditor’s File Number 202002280114, a
7 copy of which is included as Attachment 19, conveying approximately 3.5 acres located along
8 the Cascade River to The City of Seattle, is hereby accepted; and the real property conveyed
9 therein is placed under the jurisdiction of the City Light Department, and pursuant to RCW
10 35.94.040 and after public hearing, the Deed of Right for said property executed by the City
11 Light Department on February 11, 2020, as Grantor and State of Washington as Grantee,
12 recorded under Skagit County Auditor’s File Number 202002280116, a copy of which is
13 included as Attachment 20, is hereby ratified in fulfillment of SRFB Grant, Project Number 16-
14 1647A.

15 Section 12. The Statutory Warranty Deed executed by Riley Fogarty, Vice President and
16 Authorized Agent of Ring Family Limited Partnership, and Monica Zuckett, Treasurer and
17 Authorized Agent of Ring Family Limited Partnership, on December 23, 2020, as Grantor,
18 recorded under Snohomish County Auditor’s File Number 202012310107, a copy of which is
19 included as Attachment 21, conveying approximately 133 acres located on the Sauk River to The
20 City of Seattle, is hereby accepted; and the real property conveyed therein is placed under the
21 jurisdiction of the City Light Department.

22 Section 13. Any act consistent with the authority of this ordinance taken prior to its
23 effective date is ratified and confirmed.

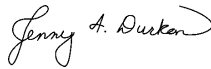
1 Section 14. This ordinance shall take effect and be in force 30 days after its approval by
2 the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it
3 shall take effect as provided by Seattle Municipal Code Section 1.04.020.

4 Passed by the City Council the 9th day of August, 2021,
5 and signed by me in open session in authentication of its passage this 9th day of
6 August, 2021.

7 

8 President Pro Tem of the City Council

9 Approved / returned unsigned / vetoed this 12th day of August, 2021.

10 

11 Jenny A. Durkan, Mayor

12 Filed by me this 12th day of August, 2021.

13 

14 Monica Martinez Simmons, City Clerk

15 (Seal)

- 1 Attachments:
- 2 Attachment 1 – Statutory Warranty Deed for Beeson
- 3 Attachment 2 – Deed of Right to Use Land for Salmon Recovery Purposes for Beeson
- 4 Attachment 3 – Statutory Warranty Deed for Brecht
- 5 Attachment 4 – Deed of Right to Use Land for Salmon Recovery Purposes for Brecht
- 6 Attachment 5 – Statutory Warranty Deed for Chen
- 7 Attachment 6 – Deed of Right to Use Land for Salmon Recovery Purposes for Chen
- 8 Attachment 7 – Statutory Warranty Deed for Crosson
- 9 Attachment 8 – Statutory Warranty Deed for Fresonke
- 10 Attachment 9 – Deed of Right to Use Land for Salmon Recovery Purposes for Fresonke
- 11 Attachment 10 – Statutory Warranty Deed for Judd
- 12 Attachment 11 – Deed of Right to Use Land for Salmon Recovery Purposes for Judd
- 13 Attachment 12 – Statutory Warranty Deed for Marsall
- 14 Attachment 13 – Statutory Warranty Deed for McElfresh
- 15 Attachment 14 – Deed of Right to Use Land for Salmon Recovery Purposes for McElfresh
- 16 Attachment 15 – Statutory Warranty Deed for McElfresh
- 17 Attachment 16 – Deed of Right to Use Land for Salmon Recovery Purposes for McElfresh
- 18 Attachment 17 – Statutory Warranty Deed for Marblemount
- 19 Attachment 18 – Deed of Right to Use Land for Salmon Recovery Purposes for Marblemount
- 20 Attachment 19 – Statutory Warranty Deed for Rasmussen
- 21 Attachment 20 – Deed of Right to Use Land for Salmon Recovery Purposes for Rasmussen
- 22 Attachment 21 – Statutory Warranty Deed for Ring



201907120079

07/12/2019 01:21 PM Pages: 1 of 5 Fees: \$105.50
Skagit County Auditor

When recorded return to:

Seattle City Light
700 5th Ave Ste 3200 Rm 3338
Po Box 24023
Seattle WA 98104

STATUTORY WARRANTY DEED

THE GRANTOR(S) Leland Lee Beeson, PO Box 44, La Sal, UT 84530, GUARDIAN NORTHWEST TITLE CO.

for and in consideration of ten dollars and other valuable consideration

19-1353

in hand paid, conveys, and warrants to City of Seattle, a Municipal corporation of the State of Washington

the following described real estate, situated in the County Skagit, State of Washington:

FOR PROPERTY DESCRIPTION SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART
HEREOF.

Abbreviated legal description: Property 1:
SEC 35, TWN 35, RNG 5; Ptn NW NW

This conveyance is subject to covenants, conditions, restrictions and easements, if any, affecting title, which may
appear in the public record, including those shown on any recorded plat or survey as described in Exhibit "B"
attached hereto

Tax Parcel Number(s): P40683 & 350535-0-011-0000

Dated: 7-10-19

Leland Lee Beeson 7-10-2019
Leland Lee Beeson

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

2019 2886
JUL 12 2019

Amount Paid \$ 895.⁰⁰
Skagit Co. Treasurer
By man Deputy

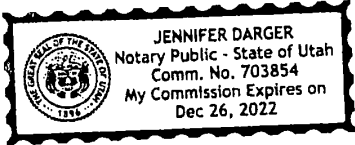
Att 1 – Statutory Warranty Deed for Beeson
V1

STATE OF ~~WASHINGTON~~ Utah
COUNTY OF ~~SKAGHT~~ Grand

I certify that I know or have satisfactory evidence that Leland Lee Beeson is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 10 day of July, 2019


Signature



Financial Service Rep
Title

My appointment expires: 12/26/22

Att 1 – Statutory Warranty Deed for Beeson
V1

EXHIBIT A
LEGAL DESCRIPTION

Property Address: 28023 West Gilligan Creek Road, Sedro-Woolley, WA 98284
Tax Parcel Number(s): P40683 & 350535-0-011-0000

Property Description:

PARCEL "A":

That portion of the Northwest ¼ of the Northwest ¼ of Section 35, Township 35 North, Range 5 East, W.M., lying North of the South Skagit Highway No. 360 (formerly the Puget Sound & Cascade Railway Company right-of-way) as said road existed on October 5, 1961 and the West of Gilligan Creek and Easterly of the Gilligan County Road, also known as the Joe Johnson County Road No. 284, as said road existed on October 5, 1961;

EXCEPT that portion thereof lying within the boundaries of that certain tract conveyed to the State of Washington, Department of Game, by Deed dated December 30, 1953, and recorded January 27, 1954, under Auditor's File No. 497575, and described therein as follows:

Beginning at the Northwest corner of said Section 35; thence North 88 degrees 42'27" East, a distance of 456.45 feet to the approximate centerline of Gilligan Creek; thence South 8 degrees 29'19" East, a distance of 211.32 feet, following generally the thread of said creek; thence South 68 degrees 30'12" West, a distance of 70.44 feet; thence North 64 degrees 33'36" West, a distance of 338.27 feet; thence South 30 degrees 42' West, a distance of 65.00 feet; thence North 59 degrees 18' West, a distance of 95.00 feet; thence North 1 degree 13'06" West, a distance of 86.59 feet to the point of beginning;

ALSO EXCEPT that portion conveyed to Skagit County for road purposes by Deed dated August 25, 1970 and recorded August 26, 1970 under Auditor's File No. 742816;

ALSO EXCEPT that portion thereof described as follows:

Beginning at the Northwest corner of said subdivision; thence South 0 degrees 09'47" West, along the West line of said Section, a distance of 86.59 feet; thence South 57 degrees 55'08" East, a distance of 95.00 feet to the true point of beginning of this description; thence South 57 degrees 55'08" East, a distance of 47.80 feet; thence North 77 degrees 18'51" East, a distance of 108.68 feet; thence North 63 degrees 11'28" West, a distance of 125.50 feet; thence South 32 degrees 04'08" West, a distance of 65.00 feet to the true point of beginning;

AND ALSO EXCEPT that portion thereof described as follows:

Beginning at the Northwest corner of said subdivision; thence South 0 degrees 09'47" West along the West line of said Section, a distance of 86.59 feet; thence South 57 degrees 55'08" East, a distance of 95.00 feet; thence North 32 degrees 04'08" East, a distance of 65.00 feet; thence South 63 degrees 11'28" East, a distance of 125.50 feet to the point of beginning of this description; thence South 63 degrees 11'28" East, a distance of 212.77 feet; thence North 20 degrees 07'40" West, a distance of 15.00 feet; thence North 47 degrees 09'51" West, a distance of 146.12 feet; thence South 77 degrees 18'51" West, a distance of 79.53 feet to the point of beginning.

PARCEL "B":

Statutory Warranty Deed
LPB 10-05

Order No.: 19-1353-KH

Att 1 – Statutory Warranty Deed for Beeson
V1

That portion of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 35, Township 35 North, Range 5 East, W.M., described as follows:

Beginning at the Northwest corner of said Section 35; thence South 009'47" West, along the West line of said Section, a distance of 86.59 feet; thence South 57 degrees 55'08" East, a distance of 95.00 feet; thence North 32 degrees 04'08" East, a distance of 65.00 feet; thence South 63 degrees 11'28" East, a distance of 125.50 feet to the point of beginning of this description; thence South 63 degrees 11'28" East, a distance of 212.77 feet; thence North 20 degrees 07'40" West, a distance of 15.00 feet; thence North 47 degrees 09'51" West, a distance of 146.12 feet; thence South 77 degrees 18'51" West, a distance of 79.53 feet to the point of beginning;

(Also known as Tract A of survey recorded under Auditor's File No. 894249, in Volume 2 of Surveys, page 137, records of Skagit County, Washington.)

Att 1 – Statutory Warranty Deed for Beeson
V1

EXHIBIT B

19-1353-KH

1. Easement, affecting a portion of subject property for the purpose of To construct, maintain and operate transmission lines for transmitting electric power including terms and provisions thereof granted to Skagit Improvement Co., a corporation recorded July 29, 1912 as Auditor's File No. 92306, in Volume 90 of Deeds, page 105

2. Any and all offers of dedications, conditions, restrictions, easements, fence line/boundary discrepancies and encroachments, notes, provisions and/or any other matters as disclosed and/or delineated on the face of the following plat/short plat/survey named Survey recorded January 5, 1979 as Auditor's File No. 894249.

The company calls attention to provisions contained in Washington Uniform Common Interest Ownership Act, Senate Bill 6175 providing that Plats recorded after July 1, 2018, and older Plats that have opted in, that meet the requirements under Senate Bill 6175 will require delivery to the Proposed Purchaser of either a "Public Offering Statement" or "Resale Certificate".

Statutory Warranty Deed
LPB 10-05

Order No.: 19-1353-KH

Page 5 of 5



201907120080

07/12/2019 01:21 PM Pages: 1 of 8 Fees: \$108.50
Skagit County Auditor

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

GUARDIAN NORTHWEST TITLE CO.

14-1353

**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 35, Township 35, Range 5; Ptn. NW NW

More particularly described in Exhibit "A" (Legal Description), and as
depicted in Exhibit "B" (Property Map).

Assessor's
Property Tax
Parcel Number: P 40683, Skagit County



Att 2 – Deed of Right to Use Land for Salmon Recovery Purposes for Beeson
VI

Reference Numbers of Documents Assigned or Released: None.

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 Agreements entered into between the Grantor and the Grantee entitled Upper Skagit Watershed Habitat Acquisition, Project Number 16-1647A signed by the Grantor on the 2nd day of February, 2017 and by the Grantee on the 9th day of February, 2017 and supporting materials which are on file with the Grantor and the Grantee in connection with the Project Agreements.

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 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

CC

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 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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Att 2 – Deed of Right to Use Land for Salmon Recovery Purposes for Beeson
VI

GRANTOR:

City of Seattle acting by and through Seattle City Light Department

By: *Lynn Best*

Name: Lynn Best

Title: Chief Environmental Officer, Environment, Land, and Licensing Division

Dated this 24 day of June, 2019

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.

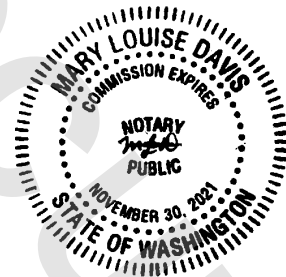
Dated: June 24th 2019

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 November 30, 2021



KC

Att 2 – Deed of Right to Use Land for Salmon Recovery Purposes for Beeson
V1

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 12th day of June, 2019

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: June 12, 2019

Signed: Leslie Frank

Notary Public in and for the State of Washington,
residing in Thurston County

My commission expires 7-9-21



166

Att 2 – Deed of Right to Use Land for Salmon Recovery Purposes for Beeson
V1

EXHIBIT A

Legal Description

The Land referred to herein below is situated in the County of Skagit, State of Washington, and is

That portion of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 35, Township 35 North, Range 5 East, W.M., described as follows:

PARCEL "A":

That portion of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 35, Township 35 North, Range 5 East, W.M., lying North of the South Skagit Highway No. 360 (formerly the Puget Sound & Cascade Railway Company right-of-way) as said road existed on October 5, 1961 and the West of Gilligan Creek and Easterly of the Gilligan County Road, also known as the Joe Johnson County Road No. 284, as said road existed on October 5, 1961;

EXCEPT that portion thereof lying within the boundaries of that certain tract conveyed to the State of Washington, Department of Game; by Deed dated December 30, 1953, and recorded January 27, 1954, under Auditor's File No. 497575, and described therein as follows:

Beginning at the Northwest corner of said Section 35; thence North 88 degrees 42'27" East, a distance of 456.45 feet to the approximate centerline of Gilligan Creek; thence South 8 degrees 29'19" East, a distance of 211.32 feet, following generally the thread of said creek; thence South 68 degrees 30'12" West, a distance of 70.44 feet; thence North 64 degrees 33'36" West, a distance of 338.27 feet; thence South 30 degrees 42' West, a distance of 65.00 feet; thence North 59 degrees 18' West, a distance of 95.00 feet; thence North 1 degree 13'06" West, a distance of 86.59 feet to the point of beginning;

ALSO EXCEPT that portion conveyed to Skagit County for road purposes by Deed dated August 25, 1970 and recorded August 26, 1970 under Auditor's File No. 742816;

ALSO EXCEPT that portion thereof described as follows:

Beginning at the Northwest corner of said subdivision; thence South 0 degrees 09'47" West, along the West line of said Section, a distance of 86.59 feet; thence South 57 degrees 55'08" East, a distance of 95.00 feet to the true point of beginning of this description; thence South 57 degrees 55'08" East, a distance of 47.80 feet; thence North 77 degrees 18'51" East, a distance of 108.68 feet; thence North 63 degrees 11'28" West, a distance of 125.50 feet; thence South 32 degrees 04'08" West, a distance of



Att 2 – Deed of Right to Use Land for Salmon Recovery Purposes for Beeson
V1

65.00 feet to the true point of beginning;

AND ALSO EXCEPT that portion thereof described as follows:

Beginning at the Northwest corner of said subdivision; thence South 0 degrees 09'47" West along the West line of said Section, a distance of 86.59 feet; thence South 57 degrees 55'08" East, a distance of 95.00 feet; thence North 32 degrees 04'08" East, a distance of 65.00 feet; thence South 63 degrees 11'28" East, a distance of 125.50 feet to the point of beginning of this description; thence South 63 degrees 11'28" East, a distance of 212.77 feet; thence North 20 degrees 07'40" West, a distance of 15.00 feet; thence North 47 degrees 09'51" West, a distance of 146.12 feet; thence South 77 degrees 18'51" West, a distance of 79.53 feet to the point of beginning.

PARCEL "B":

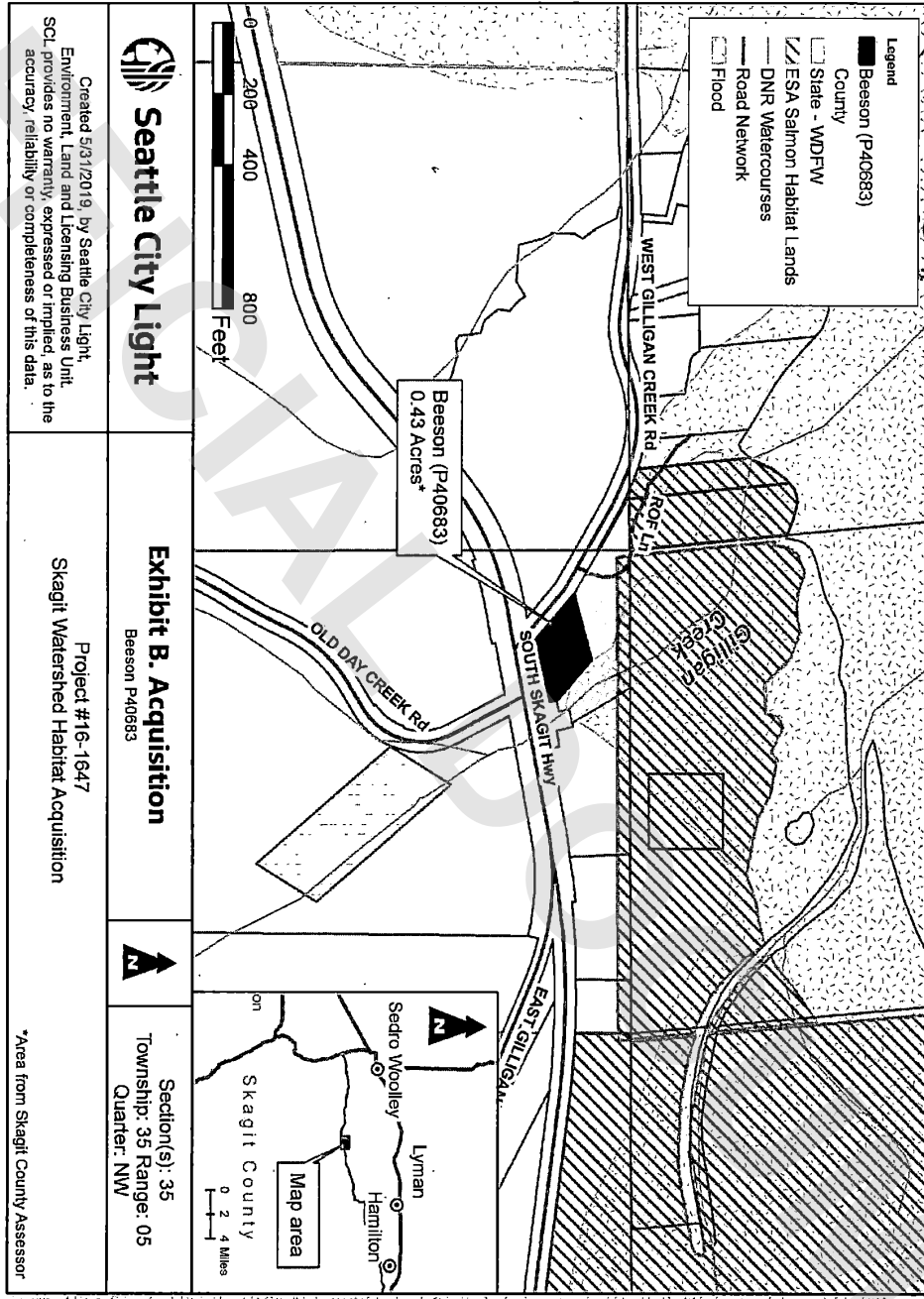
That portion of the Northwest 1/4 of the Northwest 1/4 of Section 35, Township 35 North, Range 5 East, W.M., described as follows:

Beginning at the Northwest corner of said Section 35; thence South 009'47" West, along the West line of said Section, a distance of 86.59 feet; thence South 57 degrees 55'08" East, a distance of 95.00 feet; thence North 32 degrees 04'08" East, a distance of 65.00 feet; thence South 63 degrees 11'28" East, a distance of 125.50 feet to the point of beginning of this description; thence South 63 degrees 11'28" East, a distance of 212.77 feet; thence North 20 degrees 07'40" West, a distance of 15.00 feet; thence North 47 degrees 09'51" West, a distance of 146.12 feet; thence South 77 degrees 18'51" West, a distance of 79.53 feet to the point of beginning;

(Also known as Tract A of survey recorded under Auditor's File No. 894249, in Volume 2 of Surveys, page 137, records of Skagit County, Washington.)



KL





201907050074

07/05/2019 01:42 PM Pages: 1 of 4 Fees: \$104.50
Skagit County-Auditor

When recorded return to:

City of Seattle
700 5th Avenue, Ste 3200 Room 3338
Seattle, WA 98104

STATUTORY WARRANTY DEED

THE GRANTOR(S) Carl J. Brecht, 2118 143rd Pl SE, Mill Creek, WA 98012, **GUARDIAN NORTHWEST TITLE CO.**

19-1683

for and in consideration of **ten dollars and other valuable consideration**

in hand paid, conveys, and warrants to City of Seattle, a Municipal Corporation

the following described real estate, situated in the County Skagit, State of Washington:

FOR PROPERTY DESCRIPTION SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART
HEREOF.

Abbreviated legal description: Property 1: Sec 15, Twn 35 N, Rng 8 E; Ptn Gov't Lot 7

This conveyance is subject to covenants, conditions, restrictions and easements, if any, affecting title, which may appear in the public record, including those shown on any recorded plat or survey as described in Exhibit "B" attached hereto

Tax Parcel Number(s): P43919 & 350815-0-007-0007

Dated: 6-25-19
Carl J. Brecht
Carl J. Brecht

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

2019 2774
JUL 05 2019

Amount Paid \$ *5701.00*
Skagit Co. Treasurer
By *Mam* Deputy

Statutory Warranty Deed
LPB 10-05

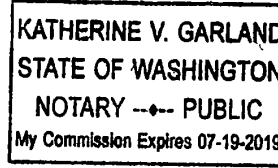
STATE OF WASHINGTON
COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that Carl J. Brecht is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 25th day of July, 2019

Katherine V. Garland
Signature

Notary Public
Title



My appointment expires: **07/19/2019**

EXHIBIT A
LEGAL DESCRIPTION

Property Address: 45389 Concrete Sauk Valley Road, Concrete, WA 98237
Tax Parcel Number(s): P43919 & 350815-0-007-0007

Property Description:

That portion of Government Lot 7 and of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, if any, in Section 15, Township 35 North, Range 8 East, W.M., lying Northerly of the County road known as the South Skagit Highway and as the Sauk Valley Road, except roads and except the following described tract:

Commencing at a point where the West boundary of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ or Lot 7, intersects the North boundary of County road (South Skagit Highway), the true point of beginning, within Section 15, Township 35 North, Range 8 East, W.M.; thence in an Easterly direction along said North boundary of said County road a distance of 175 feet; thence due North to the South Bank of Skagit River; thence in a general Southwesterly direction along said South Bank of Skagit River to intersection with West boundary of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ or Lot 7 of said Section 15, Township 35 North, Range 8 East, W.M.; thence South to the point of beginning. Also known as Parcel C, survey recorded November 29, 1974, under Auditor's File No. 810620.

EXHIBIT B
19-1683-KH

1. Any adverse claim by reason of any change in the location of the boundaries of said premises which may have resulted from any change in the location of the Skagit River, or its banks, or which may result from such change in the future.

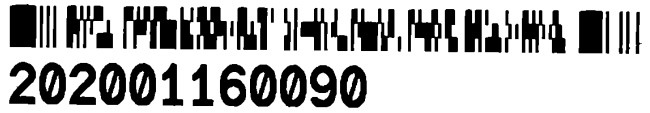
2. ANY AND ALL OFFERS OF DEDICATIONS, CONDITIONS, RESTRICTIONS, EASEMENTS, FENCE LINE/BOUNDARY DISCREPANCIES, NOTES, PROVISIONS AND/OR ANY OTHER MATTERS AS DISCLOSED AND/OR DELINEATED ON THE FACE OF THE FOLLOWING PLAT/SHORT PLAT/SURVEY:

Name: Survey
Recorded: November 29, 1974
Auditor's No.: 810620

3. EASEMENT, INCLUDING TERMS AND PROVISIONS THEREOF:

Grantee: Raymond E. Arnold and Maxine P. Arnold
Dated: October 14, 1991
Recorded: October 23, 1991
Auditor's No. 9110230037
Purpose: To discharge water
Area Affected: Exact location undisclosed

- Att 4 – Deed of Right to Use Land for Salmon Recovery Purposes for Brecht V1



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

01/16/2020 03:31 PM Pages: 1 of 7 Fees: \$109.50
Skagit County Auditor

REVIEWED BY SKAGIT COUNTY TREASURER DEPUTY <u>M. Dubioski</u> DATE <u>1-16-20</u>
--

GUARDIAN NORTHWEST TITLE CC.
DEED OF RIGHT TO USE LAND FOR SALMON RECOVERY PURPOSES 19-1683

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 15, Township 35 North, Range 8 East; Ptn. Gov't Lot 7

More particularly described in Exhibit "A" (Legal Description), and as depicted in Exhibit "B" (Property Map).

Assessor's Property Tax Parcel Number: P 43919, Skagit County

This document supersedes and replaces Skagit County Auditor's File No. 201907050075

Reference Numbers of Documents Assigned or Released: None.

SK

Att 4 – Deed of Right to Use Land for Salmon Recovery Purposes for Brecht
VI

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 Agreements entered into between the Grantor and the Grantee entitled Upper Skagit Watershed Habitat Acquisition, Project Number 16-1647A signed by the Grantor on the 2nd day of February, 2017 and by the Grantee on the 9th day of February, 2017 and Skagit Watershed Habitat Acquisition II, Project Number 18-1502C signed by the Grantor on the 2nd day of January, 2019 and by the Grantee on the 5th day of February, 2019 and supporting materials which are on file with the Grantor and the Grantee in connection with the Project Agreements.

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 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



- Att 4 – Deed of Right to Use Land for Salmon Recovery Purposes for Brecht
V1

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 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



- Att 4 – Deed of Right to Use Land for Salmon Recovery Purposes for Brecht V1

GRANTOR:

City of Seattle acting by and through Seattle City Light Department

By: *Lynn Best*

Name: Lynn Best

Title: Chief Environmental Officer, Environment, Land, and Licensing Division

Dated this 31 day of December 2019

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: December 31, 2019

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 November 30, 2021



SPC

Att 4 – Deed of Right to Use Land for Salmon Recovery Purposes for Brecht VI

GRANTEE:

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

By: Scott Robinson

Name: Scott T. Robinson

Title: Deputy Director

Dated this 24th day of December, 2019

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: 12/24/19

Signed: Kathleen M. Barkis

Notary Public in and for the State of Washington,

residing in Lacey, WA

My commission expires 12-1-22



SK

Att 4 – Deed of Right to Use Land for Salmon Recovery Purposes for Brecht
V1

EXHIBIT A

Legal Description

The Land referred to herein below is situated in the County of Skagit, State of Washington, and is described as follows:

That portion of Government Lot 7 and of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, if any, in Section 15, Township 35 North, Range 8 East, W.M., lying Northerly of the County road known as the South Skagit Highway and as the Sauk Valley Road, except roads and except the following described tract:

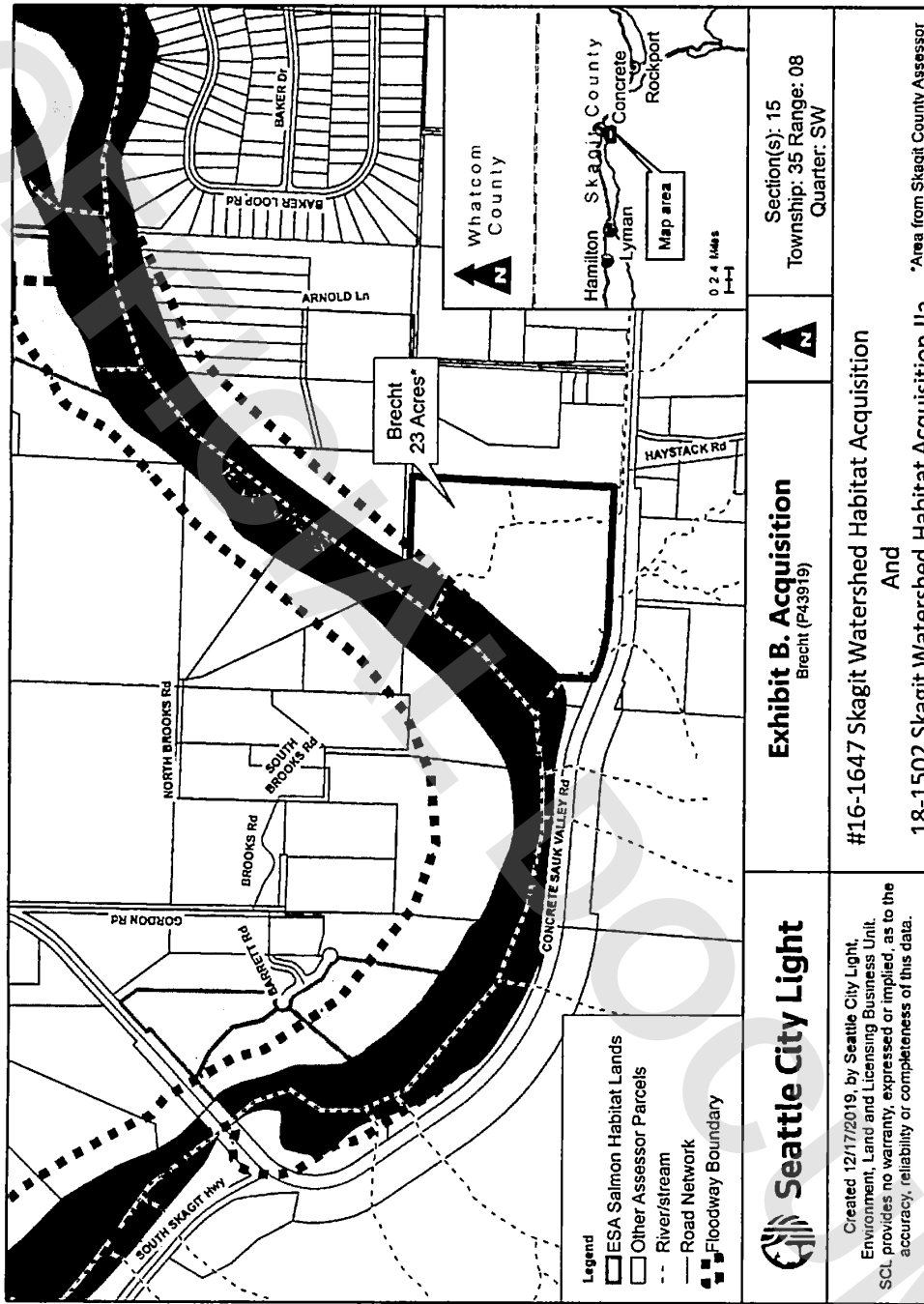
Commencing at a point where the West boundary of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ or Lot 7, intersects the North boundary of County road (South Skagit Highway), the true point of beginning, within Section 15, Township 35 North,

Range 8 East, W.M.; thence in an Easterly direction along said North

boundary of said County road a distance of 175 feet; thence due North to the South Bank of Skagit River; thence in a general Southwesterly direction along said South Bank of Skagit River to intersection with West boundary of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ or Lot 7 of said Section 15, Township 35 North, Range 8 East, W.M.; thence South to the point of beginning. Also known as Parcel C, survey recorded November 29, 1974, under Auditor's File No. 810620.



- Att 4 – Deed of Right to Use Land for Salmon Recovery Purposes for Brecht V1



STR

COPY RECEIVED

2020 JUN 24 PM 10:03

SEATTLE CITY ATTORNEY

When recorded return to:	SKAGIT COUNTY WASHINGTON REAL ESTATE EXCISE TAX
The City of Seattle	Affidavit No. 2020-1809
PO Box 34023	May 27 2020
Seattle, WA 98104	Amount Paid \$2085.00 Skagit County Treasurer By Marissa Guerrero Deputy

STATUTORY WARRANTY DEED

GNW 19-3939

THE GRANTOR(S) Timothy T. K. Chen and Theresa M. Chen, Trustees of the Chen Living Trust dated July 3, 2015, 129 Pendleton Way, No. 128, Washougal, WA 98671,

for and in consideration of ten dollars and other valuable consideration

in hand paid, conveys, and warrants to City of Seattle, a municipal corporation of the State of Washington

the following described real estate, situated in the County Skagit, State of Washington:

FOR PROPERTY DESCRIPTION SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART
HEREOF.

Abbreviated legal description: Property 1:
Ptn. Gov. Lot 2, Section 28 & Ptn. Gov. Lot 2, Section 29, all in Township 35 North, Range 9 (aka Lot 1, SP 525-83)

This conveyance is subject to covenants, conditions, restrictions and easements, if any, affecting title, which may appear in the public record, including those shown on any recorded plat or survey as described in Exhibit "B" attached hereto

Tax Parcel Number(s): P44878.

Dated: May 18, 2020

Chen Living Trust

By: Timothy T.K. Chen
Timothy T.K. Chen, Trustee

By: Theresa M. Chen
Theresa M. Chen, Trustee

STATE OF WASHINGTON
COUNTY OF SKAGIT *Clark*

I certify that I know or have satisfactory evidence that Timothy T.K. Chen and Theresa M. Chen, Trustees of Chen Living Trust is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: *18th* day of May, 2020

[Handwritten Signature]

Signature

Notary Public

Title

My appointment expires: *09/14/2022*



EXHIBIT A
LEGAL DESCRIPTION

Property Address: 50050 Concrete Sauk Valley Road, Concrete, WA 98237
Tax Parcel Number(s): P44878

Property Description:

Lot 1 of Skagit County Short Plat No. 525-83, entitled "Bullard Park", approved April 6, 1983, and recorded April 22, 1983, in Volume 6 of Short Plats, page 57, under Auditor's File No. 8304220002, records of Skagit County, Washington; being a portion of Government Lot 2, Section 28, and the East Half of Government Lot 2, Section 29, all in Township 35 North, Range 9 East of the Wilamette Meridian.

Situated in Skagit County, Washington.

EXHIBIT B
19-3939-KH

1. Any and all offers of dedications, conditions, restrictions, easements, fence line/boundary discrepancies and encroachments, notes, provisions and/or any other matters as disclosed and/or delineated on the face of the following plat/short plat/survey named Short Plat No. 525-83, "Bullard Park" recorded April 22, 1983 as Auditor's File No. 8304220002.

The company calls attention to provisions contained in Washington Uniform Common Interest Ownership Act, Senate Bill 6175 providing that Plats recorded after July 1, 2018, and older Plats that have opted in, that meet the requirements under Senate Bill 6175 will require delivery to the Proposed Purchaser of either a "Public Offering Statement" or "Resale Certificate".

2. Any adverse claim by reason of any change in the location of the boundaries of said premises which may have resulted from any change in the location of the Skagit River, or its banks, or which may result from such change in the future.

3. Right of the general public to the unrestricted use of all the waters of a navigable body of water, not only for the primary purposes of navigation, but also for corollary purposes, including (but not limited to) fishing, boating, bathing, swimming, water skiing and other related recreational purposes, as those waters may affect the tidelands, shorelands, or adjoining uplands and whether the level of the water has been raised naturally or artificially to a maintained or fluctuating level, all as further defined by the decisional law of this state. (Affects all of the premises subject to such submergence.)

4. Right of the State of Washington in and to that portion, if any, of the property herein described which lies below the line ordinary high water of Skagit River.

Att 6 – Deed of Right to Use Land for Salmon Recovery Purposes for Chen
V1

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

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY Marissa Guerrero
DATE 09/02/2020

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

GNW 19-3939

Grantor: City of Seattle acting by and through Seattle City Light Department

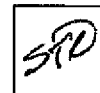
Grantee: STATE OF WASHINGTON, acting by and through the WASHINGTON
STATE SALMON RECOVERY FUNDING BOARD and the
WASHINGTON STATE RECREATION AND CONSERVATION
OFFICE, including any successor agencies.

Abbreviated
Legal

Description: Lot 1, Skagit County Short Plat No. 525-83

More particularly described in Exhibit "A" (Legal Description), and as
depicted in Exhibit "B" (Property Map).

Assessor's
Property Tax
Parcel Number: P 44878, Skagit County



Att 6 – Deed of Right to Use Land for Salmon Recovery Purposes for Chen
VI

Reference Numbers of Documents Assigned or Released: None.

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 Agreements entered into between the Grantor and the Grantee entitled Upper Skagit Watershed Habitat Acquisition, Project Number 16-1647A signed by the Grantor on the 2nd day of February, 2017 and by the Grantee on the 9th day of February, 2017, Skagit Watershed Habitat Acquisition II(a), Project Number 18-1502C signed by the Grantor on the 2nd day of January, 2019 and by the Grantee on the 5th day of February, 2019 and Skagit Watershed Habitat Acquisition II(b), Project Number 18-2617C signed by the Grantor on the 10th day of January, 2019 and by the Grantee on the 28th day of January, 2019 and supporting materials which are on file with the Grantor and the Grantee in connection with the Project Agreements.

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 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



Att 6 – Deed of Right to Use Land for Salmon Recovery Purposes for Chen
VI

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 Salmon Recovery Funding Board and/or its successors shall each have a separate and independent right to enforce the terms of this Deed.



Att 6 – Deed of Right to Use Land for Salmon Recovery Purposes for Chen VI

GRANTOR:

City of Seattle acting by and through Seattle City Light Department

By: Tom DeBoer

Name: Tom DeBoer

Title: Chief Environmental Officer, Environment, Land, and Licensing Division

Dated this 21st day of August, 2020

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Tom DeBoer is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledge it as the Environmental Affairs and Real Estate Division Chief Environmental Officer 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: 8/21/2020

Signed: Jean Greagor

Printed Name: Jean Greagor

Notary Public in and for the State of Washington,

residing in Shoreline, WA.

My commission expires 12-19-2021.



Att 6 - Deed of Right to Use Land for Salmon Recovery Purposes for Chen VI

GRANTEE:

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

By: *Scott T. Robinson*

Name: *Scott T. Robinson*

Title: *Deputy Director*

Dated this *8th* day of *July*, 2020

STATE OF WASHINGTON)
COUNTY OF *Thurston*) ss

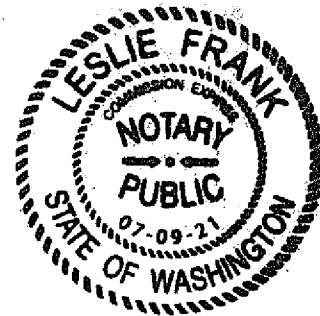
I certify that I know or have satisfactory evidence that *Scott T. Robinson* is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledge it as the *Deputy Director* for the 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: *July 8, 2020*

Signed: *Leslie Frank*

Notary Public in and for the State of Washington,
residing in *Thurston County*.

My commission expires *7-9-21*.



SFR

Att 6 – Deed of Right to Use Land for Salmon Recovery Purposes for Chen
VI

EXHIBIT A

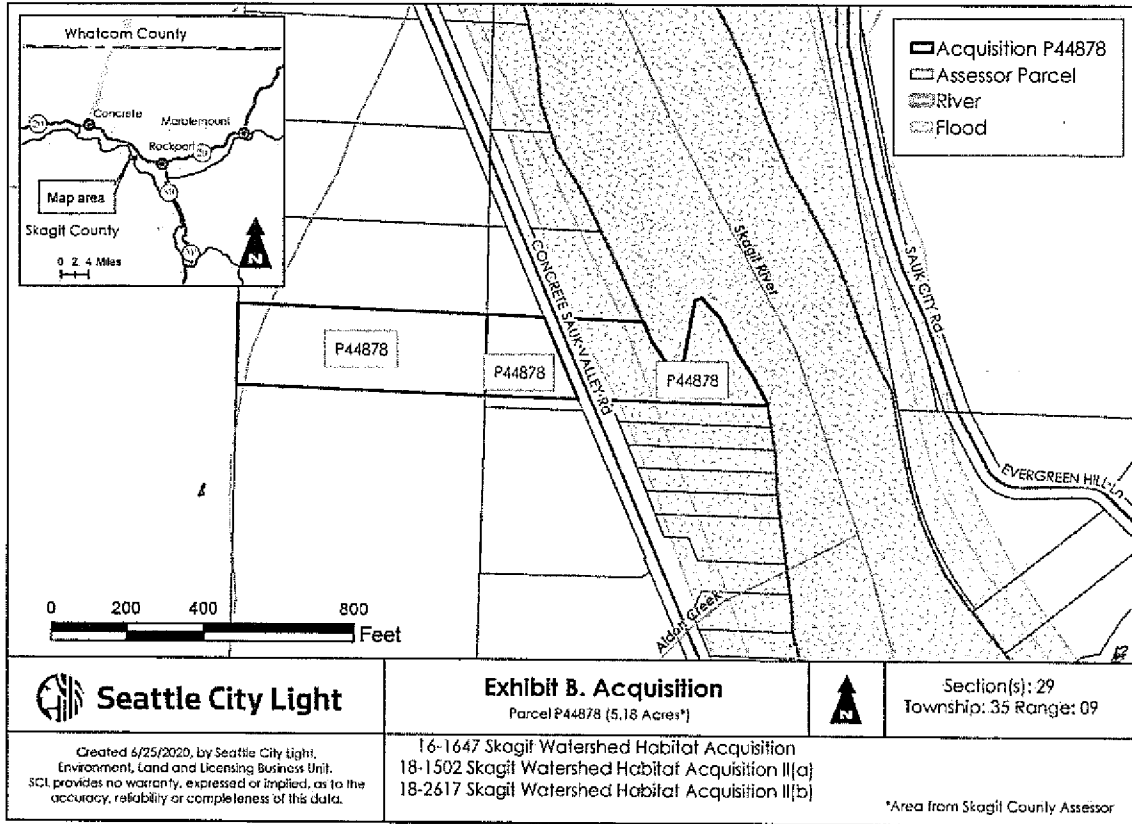
Legal Description



The Land referred to herein below is situated in the County of Skagit, State of Washington, and is described as follows:

Lot 1 of Skagit County Short Plat No. 525-83, entitled "Bullard Park", approved April 6, 1983, and recorded April 22, 1983, in Volume 6 of Short Plats, page 57, under Auditor's File No. 8304220002, records of Skagit County, Washington; being a portion of Government Lot 2, Section 28, and the East Half of Government Lot 2, Section 29, all in Township 35 North, Range 9 East of the Wilamette Meridian.



Att 6 – Deed of Right to Use Land for Salmon Recovery Purposes for Chen VI



 Seattle City Light	Exhibit B. Acquisition Parcel P44878 (5.18 Acres*)		Section(s): 29 Township: 35 Range: 09
<small>Created 8/25/2020, by Seattle City Light, Environment, Land and Licensing Business Unit. SCL provides no warranty, expressed or implied, as to the accuracy, reliability or completeness of this data.</small>	16-1647 Skagit Watershed Habitat Acquisition 18-1502 Skagit Watershed Habitat Acquisition II(a) 18-2617 Skagit Watershed Habitat Acquisition II(b)		<small>*Area from Skagit County Assessor</small>





201911260057

11/26/2019 10:51 AM Pages: 1 of 4 Fees: \$106.50
Skagit County Auditor

When recorded return to:

City of Seattle *Seattle City Light Real Estate Services*
P.O. Box 34023 *Attn: Mary Davis*
Seattle, WA 98124 *SMT Room 3338*

STATUTORY WARRANTY DEED

THE GRANTOR(S) Donald L. Crosson and Carol L. Crosson, a married couple, PO Box 101, Tokeland, WA 98590,

for and in consideration of **ten dollars and other valuable consideration**

in hand paid, conveys, and warrants to City of Seattle, a Municipal Corporation of the State of Washington

the following described real estate, situated in the County Skagit, State of Washington:

FOR PROPERTY DESCRIPTION SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART
HEREOF.

Abbreviated legal description: Property 1: Lots 1 and 2, Skagit Steelhead Tracts

This conveyance is subject to covenants, conditions, restrictions and easements, if any, affecting title, which may appear in the public record, including those shown on any recorded plat or survey as described in Exhibit "B" attached hereto

Tax Parcel Number(s): P69512 & 4012-000-002-0006 & P69511 & 4012-000-001-0007

Dated: 11-22-19

Donald L. Crosson
Donald L. Crosson

Carol L. Crosson
Carol L. Crosson

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX
2019-5159
NOV 26 2019

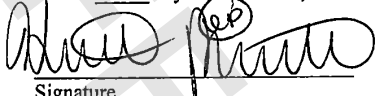
Amount Paid \$ *2408.00*
Skagit Co. Treasurer
By *mam* Deputy

Att 7 – Statutory Warranty Deed for Crosson
V1

STATE OF WASHINGTON
COUNTY OF ~~SNOHOMISH~~ Greys Harbor

I certify that I know or have satisfactory evidence that Donald L. Crosson and Carol L. Crosson is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

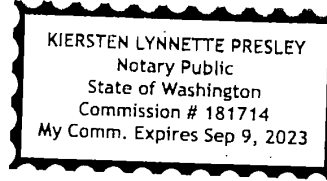
Dated: 22nd day of November, 2019



Signature

Branch Asst. Manager
Title

My appointment expires: 09/09/2023



Att 7 – Statutory Warranty Deed for Crosson
V1

EXHIBIT A
LEGAL DESCRIPTION

Property Address: 50075 Concrete Sauk Valley Road, Concrete, WA 98237
Tax Parcel Number(s): P69512 & 4012-000-002-0006 & P69511 & 4012-000-001-0007

Property Description:

Lots 1 and 2, "The Plat of Skagit Steelhead Tracts", as per Plat recorded in Volume 8 of Plats, Page 10, records of Skagit County, Washington.

EXHIBIT B

19-2107-KH

1. Any adverse claim by reason of any change in the location of the boundaries of said premises which may have resulted from any change in the location of the River/Creek herein named, or its banks, or which may result from such change in the future.

River/Creek: Skagit River

2. Terms, provisions and reservations under the Submerged Land Act (43 USCA 1301 through 1311) and the rights of the United States of America to regulate commerce, navigation, flood control, fishing and production of power.

3. Right of the State of Washington in and to that portion, if any, of the property herein described which lies below the line of ordinary high water of Skagit River.

4. Any and all offers of dedications, conditions, restrictions, easements, fence line/boundary discrepancies and encroachments, notes, provisions and/or any other matters as disclosed and/or delineated on the face of the following plat/short plat/survey named Skagit Steelhead Tracts recorded October 11, 1960 as Auditor's File No. 599653.

5. Any and all offers of dedications, conditions, restrictions, easements, fence line/boundary discrepancies and encroachments, notes, provisions and/or any other matters as disclosed and/or delineated on the face of the following plat/short plat/survey named Survey recorded September 2, 1994 as Auditor's File No. 9409020027.

6. Regulatory notice/agreement regarding Protected Critical Area Site Plan that may include covenants, conditions and restrictions affecting the subject property, recorded May 29, 2003 as Auditor's File No. 200305290083 .

Reference is hereby made to the record for the full particulars of said notice/agreement. However, said notice/agreement may have changed or may in the future change without recorded notice. Said notice/agreement may pertain to governmental regulations for building or land use. Said matters are not a matter of title insurance. If such non-title insurance matters are shown, they are shown as a courtesy only, without the expectation that all such matters have been shown.

7. Regulatory notice/agreement regarding Special Flood Hazard Zone that may include covenants, conditions and restrictions affecting the subject property, recorded July 3, 2003 as Auditor's File No. 200307030116 .

Reference is hereby made to the record for the full particulars of said notice/agreement. However, said notice/agreement may have changed or may in the future change without recorded notice. Said notice/agreement may pertain to governmental regulations for building or land use. Said matters are not a matter of title insurance. If such non-title insurance matters are shown, they are shown as a courtesy only, without the expectation that all such matters have been shown.

When recorded return to:

City of Seattle
Attn: Karlee Gaskill Room SMT3338
700 – 5th Ave Ste 3200 PO Box 34023
Seattle, WA 98124-4023

STATUTORY WARRANTY DEED GNW 19-3229

THE GRANTOR(S) Henry J. Fresonke, as his separate estate as to Parcels "A" and "B" and in Henry J. Fresonke, Sharon M. Roberts, Theresa Steele, and Tami G. Baden, each as their separate estate as to Parcel "C", 7625 79th Ave SE, Snohomish, WA 98290,

for and in consideration of **ten dollars and other valuable consideration**

in hand paid, conveys, and warrants to City of Seattle, a municipal corporation of the State of Washington

the following described real estate, situated in the County Skagit, State of Washington:


FOR PROPERTY DESCRIPTION SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART
HEREOF.

Abbreviated legal description: Property 1:
Portions of the SW 1/4 of Sec. 5, Twp. 33 N., R. 10 E., W.M.

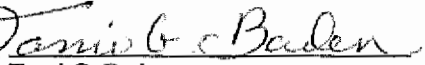
This conveyance is subject to covenants, conditions, restrictions and easements, if any, affecting title, which may appear in the public record, including those shown on any recorded plat or survey as described in Exhibit "B" attached hereto

Tax Parcel Number(s): P18618, P18630 and P18622

Dated: 10/13/2020


Henry J. Fresonke


Sharon M. Roberts

Theresa Steele

Tami G. Baden

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX
Affidavit No. 2020-4213
Oct 14 2020
Amount Paid \$485.00
Skagit County Treasurer
By Bridget Ibarra Deputy

STATE OF WASHINGTON
COUNTY OF SKAGIT

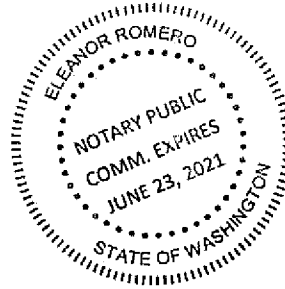
I certify that I know or have satisfactory evidence that Henry J. Fresonke, Sharon M. Roberts, Theresa Steele and Tami G. Baden is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 13th day of October, 2020

Eleanor Romero
Signature

Notary
Title

My appointment expires: 6/23/2021



When recorded return to:

City of Seattle
Attn: Karlee Gaskill Room SMT3338
700 – 5th Ave Ste 3200 PO Box 34023
Seattle, WA 98124-4023

STATUTORY WARRANTY DEED

THE GRANTOR(S) Henry J. Fresonke, as his separate estate as to Parcels "A" and "B" and in Henry J. Fresonke, Sharon M. Roberts, Theresa Steele, and Tami G. Baden, each as their separate estate as to Parcel "C", 7625 79th Ave SE, Snohomish, WA 98290,

for and in consideration of ten dollars and other valuable consideration

in hand paid, conveys, and warrants to City of Seattle, a municipal corporation of the State of Washington

the following described real estate, situated in the County Skagit, State of Washington:

FOR PROPERTY DESCRIPTION SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART
HEREOF.

Abbreviated legal description: Property 1:
Portions of the SW 1/4 of Sec. 5, Twp. 33 N., R. 10 E., W.M.

This conveyance is subject to covenants, conditions, restrictions and easements, if any, affecting title, which may appear in the public record, including those shown on any recorded plat or survey as described in Exhibit "B" attached hereto

Tax Parcel Number(s): P18618, P18630 and P18622

Dated: 10/12/2020

Henry J. Fresonke

Sharon M. Roberts

Theresa Steele
Theresa Steele

Tami G. Baden

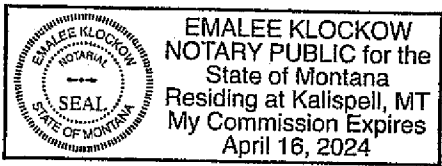
STATE OF WASHINGTON- *Montana Ek*
COUNTY OF SKAGIT *Flathead Ek*

I certify that I know or have satisfactory evidence that Henry J. Fresonke, Sharon M. Roberts, Theresa Steele and Tami G. Baden is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: *12th* day of October, 2020 by *Theresa Steele (only)*

[Handwritten Signature]
Signature

Notary Public
Title



My appointment expires: *April 16th, 2024*

EXHIBIT A
LEGAL DESCRIPTION

Property Address: State Route 530, Concrete, WA 98237
Tax Parcel Number(s): P18618, P18630 and P18622

Property Description:

Parcel "A":

The South 1/2 of the South 1/2 of Government Lot 6 of Section 5, Township 33 North, Range 10 East, W.M.

Parcel "B":

The South 1/2 of the South 1/2 of the Northeast 1/4 of the Southwest 1/4 of Section 5, Township 33 North, Range 10 East, W.M. EXCEPT that portion thereof conveyed to Skagit County for road purposes by deed recorded March 13, 1958 as Auditor's File No. 562806.

Parcel "C":

The North 326 feet of Government Lot 7 of Section 5, Township 33 North, Range 10 East, W.M.

EXHIBIT B
19-3229-KH

1. Any adverse claim by reason of any change in the location of the boundaries of said premises which may have resulted from any change in the location of the Sauk River, or its banks, or which may result from such change in the future.
2. Right of the general public to the unrestricted use of all the waters of a navigable body of water, not only for the primary purposes of navigation, but also for corollary purposes, including (but not limited to) fishing, boating, bathing, swimming, water skiing and other related recreational purposes, as those waters may affect the tidelands, shorelands, or adjoining uplands and whether the level of the water has been raised naturally or artificially to a maintained or fluctuating level, all as further defined by the decisional law of this state. (Affects all of the premises subject to such submergence.)
3. Any and all offers of dedications, conditions, restrictions, easements, fence line/boundary discrepancies and encroachments, notes, provisions and/or any other matters as disclosed and/or delineated on the face of the following plat/short plat/survey named Survey recorded 04/29/2008 as Auditor's File No. 200804290139. Said Survey is of SR 530.
4. Any and all offers of dedications, conditions, restrictions, easements, fence line/boundary discrepancies and encroachments, notes, provisions and/or any other matters as disclosed and/or delineated on the face of the following plat/short plat/survey named Survey recorded 07/06/1977 as Auditor's File No. 859895.
5. Easement, affecting a portion of subject property for the purpose of ingress and egress including terms and provisions thereof granted to Philip W. Depree et al recorded 04/19/1978 as Auditor's File No. 877839. Affects: Parcels "A" and "B".
6. Any and all offers of dedications, conditions, restrictions, easements, fence line/boundary discrepancies and encroachments, notes, provisions and/or any other matters as disclosed and/or delineated on the face of the following plat/short plat/survey named Short Plat No. 91-77 recorded 01/11/1978 as Auditor's File No. 871787. Affects the North line of Parcels "A" and "B".
7. Any and all offers of dedications, conditions, restrictions, easements, fence line/boundary discrepancies and encroachments, notes, provisions and/or any other matters as disclosed and/or delineated on the face of the following plat/short plat/survey named Survey recorded 11/07/1977 as Auditor's File No. 868169. Affects: Parcel "C".
8. Any and all offers of dedications, conditions, restrictions, easements, fence line/boundary discrepancies and encroachments, notes, provisions and/or any other matters as disclosed and/or delineated on the face of the following plat/short plat/survey named Survey recorded 04/17/1998 as Auditor's File No. 9804170060. Affects: North line of Parcels "A" and "B".
9. Any and all offers of dedications, conditions, restrictions, easements, fence line/boundary discrepancies and encroachments, notes, provisions and/or any other matters as disclosed and/or delineated on the face of the following plat/short plat/survey named Survey recorded 10/21/2004 as Auditor's File No. 200410210079. Affects: North line of Parcels "A" and "B".
10. Easement, affecting a portion of subject property for the purpose of right-of-way including terms and provisions thereof granted to the Sound Timber Company recorded 02/24/1928 as Auditor's File No. 210849. Said Easement was a recording of a Judgment entered in Skagit County Cause No. 12631.
11. Easement and provisions contained therein, affecting a portion of subject property, as created or disclosed by

instrument for the purpose of access and utilities, in favor of undisclosed, recorded 03/02/1982 as Auditor's File No. 8203020021. Affects: Parcel "C".

Att 9 – Deed of Right to Use Land for Salmon Recovery Purposes for Fresonke
VI

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

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY Heather Beauvais
DATE 04/09/2021

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

GNW 19-3229

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.

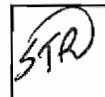
Abbreviated
Legal

Description: Portions of the SW ¼ of Section 5, Township 33 North, Range 10 East,
WM

More particularly described in Exhibit "A" (Legal Description), and as
depicted in Exhibit "B" (Property Map).

Assessor's
Property Tax

Parcel Number: P 18618, 18630, and 18622, Skagit County



Att 9 – Deed of Right to Use Land for Salmon Recovery Purposes for Fresonke
VI

Reference Numbers of Documents Assigned or Released: None.

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 Agreements entered into between the Grantor and the Grantee entitled Upper Skagit Watershed Habitat Acquisition, Project Number 16-1647A signed by the Grantor on the 2nd day of February, 2017 and by the Grantee on the 9th day of February, 2017 and supporting materials which are on file with the Grantor and the Grantee in connection with the Project Agreements.

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 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



Att 9 – Deed of Right to Use Land for Salmon Recovery Purposes for Fresonke
VI

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.

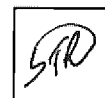
For purposes of this Deed, the Project Agreement includes any amendments thereto that occurred prior to or may occur subsequent to the execution of this Deed.

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 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



Att 9 - Deed of Right to Use Land for Salmon Recovery Purposes for Fresonke VI

GRANTOR:

City of Seattle acting by and through Seattle City Light Department

By: Tom DeBoer

Name: Tom DeBoer

Title: Chief Environmental Officer, Environment, Land, and Licensing Business Unit

Dated this 31 day of March, 2021

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Tom DeBoer is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledge it as the Chief Enviornmental Officer, Environment, Land, and Licensing Business Unit, Seattle City Light 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: 3/31/2021

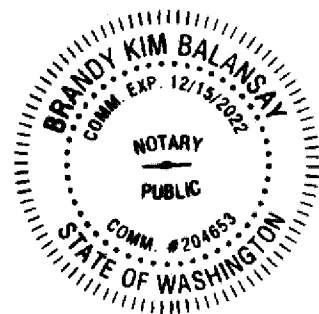
Signed: [Signature]

Printed Name: Brandy Kim Balansay

Notary Public in and for the State of Washington,

residing in Seattle, WA.

My commission expires 12/15/2022



Att 9 – Deed of Right to Use Land for Salmon Recovery Purposes for Fresonke VI

GRANTEE:

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

By: Scott T. Robinson

Name: Scott T. Robinson

Title: Deputy Director

Dated this 18th day of March, 2021

STATE OF WASHINGTON)
) ss
COUNTY OF Thurston)

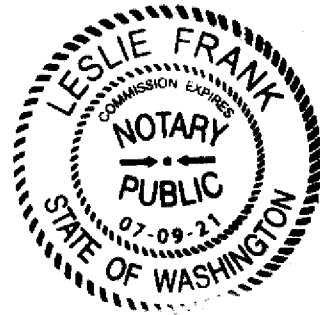
I certify that I know or have satisfactory evidence that Scott T. Robinson is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledge it as the Deputy Director for the Recreation and Conservation Office and to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: March 18, 2021

Signed: Leslie Frank

Notary Public in and for the State of Washington,
residing in Thurston County

My commission expires 7-9-21



Att 9 – Deed of Right to Use Land for Salmon Recovery Purposes for Fresonke
VI

EXHIBIT A

Legal Description

The Land referred to herein below is situated in the County of Skagit, State of Washington, and is described as follows:

Parcel "A":

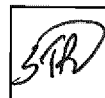
The South 1/2 of the South 1/2 of Government Lot 6 of Section 5, Township 33 North, Range 10 East, W.M.

Parcel "B":

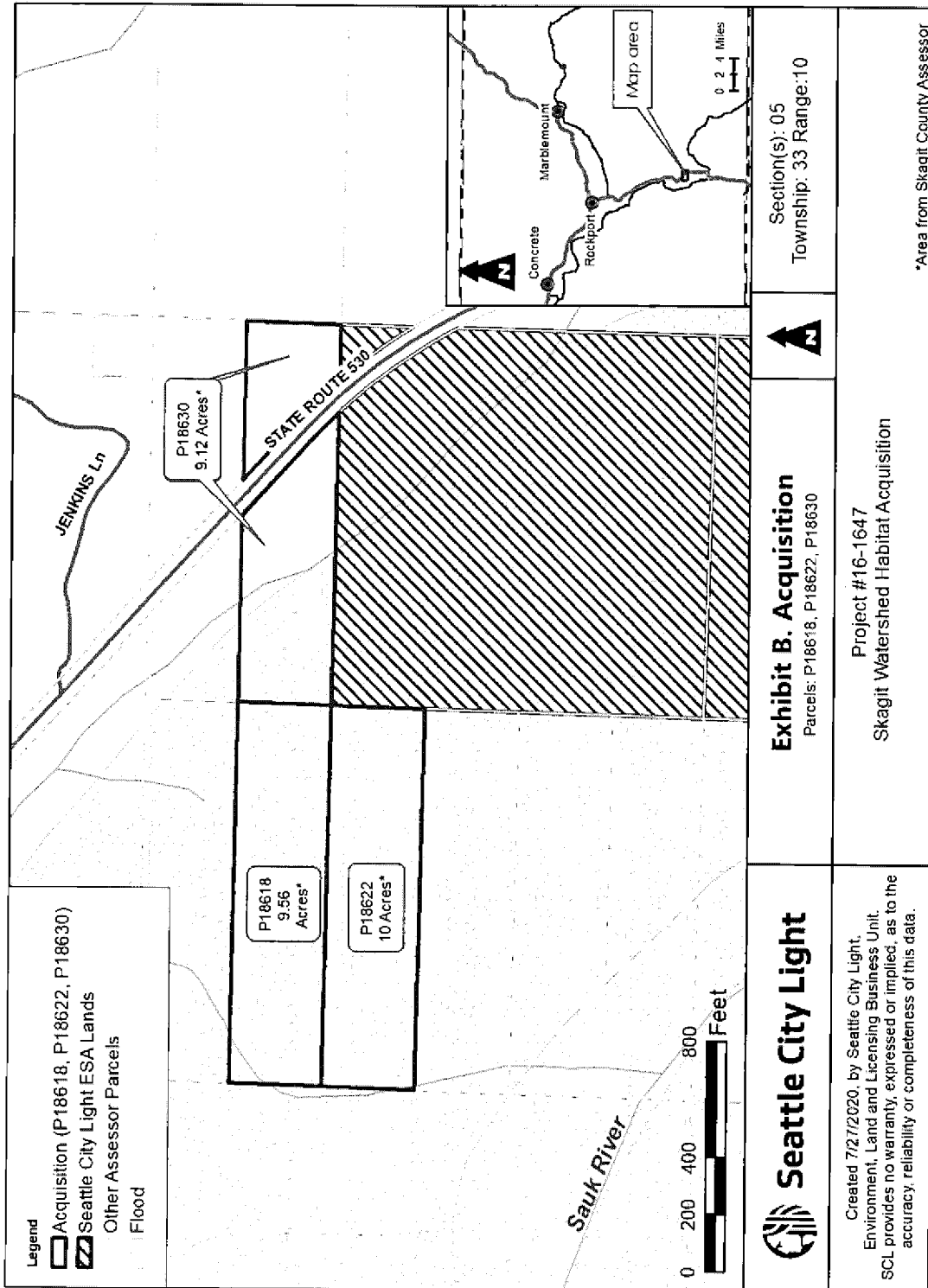
The South 1/2 of the South 1/2 of the Northeast 1/4 of the Southwest 1/4 of Section 5, Township 33 North, Range 10 East, W.M. EXCEPT that portion thereof conveyed to Skagit County for road purposes by deed recorded March 13, 1958 as Auditor's File No. 562806.

Parcel "C":

The North 326 feet of Government Lot 7 of Section 5, Township 33 North, Range 10 East, W.M.



Att 9 – Deed of Right to Use Land for Salmon Recovery Purposes for Fresonke VI





201912200044

12/20/2019 10:47 AM Pages: 1 of 7 Fees: \$109.50
Skagit County Auditor

When recorded return to:

City of Seattle, a Municipal Corporation of the State of Washington
PO Box 34023
Seattle, WA 98124

STATUTORY WARRANTY DEED

19-1361

GUARDIAN NORTHWEST TITLE CO.

THE GRANTOR(S) Fredrick L. Judd and Terri L. Judd, husband and wife, 1310 Fruitdale Road, Sedro-Woolley,
WA 98284,

for and in consideration of **ten dollars and other valuable consideration**

in hand paid, conveys, and warrants to City of Seattle, a Municipal Corporation of the State of Washington

the following described real estate, situated in the County Skagit, State of Washington:

FOR PROPERTY DESCRIPTION SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART
HEREOF.

Abbreviated legal description: Property 1: SEC 14, TWN 35 N, RNG 7 E; Ptn S 1/2 - SW 1/4 (aka Lots A, B & C,
SP # 32-72)

This conveyance is subject to covenants, conditions, restrictions and easements, if any, affecting title, which may
appear in the public record, including those shown on any recorded plat or survey as described in Exhibit "B"
attached hereto

Tax Parcel Number(s): P42573 & 350713-0-021-0002 & P102250 & 350713-0-021-0101 & P102251 & 350713-0-
021-0200

Dated: 12-13-2019

Fredrick L. Judd

Terri L. Judd

2019-5479
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

DEC 20 2019

Amount Paid \$ 3,298.00
Skagit Co. Treasurer
By Deputy

STATE OF WASHINGTON
COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that Fredrick L. Judd and Terri L. Judd is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 17th day of December, 2019

Eleanor Romero
Signature

Notary
Title

My appointment expires: 6/23/2021



EXHIBIT A
LEGAL DESCRIPTION

Property Address: NHN South Skagit Highway, Concrete, WA 98237
Tax Parcel Number(s): P42573 & 350713-0-021-0002 & P102250 & 350713-0-021-0101 & P102251 & 350713-0-021-0200

Property Description:

Lots A, B and C of Short Plat No. 32-72, as approved on May 17, 1972, also known as Lots A, B and C of Record of Survey, recorded on June 3, 1994 as Auditor's File No. 9406030068, records of Skagit County, Washington; being a portion of the South half of the Southwest quarter of Section 13, Township 35 North, Range 7 East of W.M.

EXHIBIT B

19-1361-KH

1. EASEMENT AND PROVISIONS THEREIN:

Grantee:
Puget Sound Power and Light Company
Recorded:
October 3, 1956
Auditor's No.:
542374
Purpose:
Electric transmission and/or distribution line, together with necessary appurtenances

2. EASEMENT, INCLUDING TERMS AND PROVISIONS THEREOF:

Grantee: John A. Johnson and Cora M. Johnson, husband and wife
Recorded:
April 13, 1971
Auditor's No.
751023
Purpose:
A right of easement over and across an existing road
Area Affected:
East 50 feet of said premises, or over and across any improvement of said existing road

3. EASEMENT, INCLUDING TERMS AND PROVISIONS THEREOF:

Grantee:
Freeman G. Macomber and Doris C. Macomber, husband and wife
Recorded:
March 27, 1972
Auditor's No.
765951
Purpose:
Ingress, egress and utility purposes
Area Affected: The Easterly 60 feet of said premises

4. ANY AND ALL OFFERS OF DEDICATIONS, CONDITIONS, RESTRICTIONS, EASEMENTS, FENCE LINE/BOUNDARY DISCREPANCIES, NOTES, PROVISIONS AND/OR ANY OTHER MATTERS AS DISCLOSED AND/OR DELINEATED ON THE FACE OF THE FOLLOWING PLAT/SHORT PLAT/SURVEY:

Name:
Short Plat 32-72
Approved:
May 17, 1972

5. AGREEMENT, AND THE TERMS AND PROVISIONS THEREOF:

Between:
Freeman Macomber, Doris Macomber and Keith Macomber
And:

Statutory Warranty Deed
LPB 10-05

Order No.: 19-1361-KH

Page 4 of 7

Skagit County
Dated:
August 20, 1976
Recorded:
August 20, 1976
Auditor's No.:
841189
Regarding:
Temporary easement and waiver of damages.

6. REGULATORY NOTICE/AGREEMENT THAT MAY INCLUDE COVENANTS, CONDITIONS AND RESTRICTIONS AFFECTING THE SUBJECT PROPERTY:

Recorded:
November 5, 1982
Auditor's No.:
8211050029
Regarding:
Conditional use permit 12-81 (Revised)

Reference is hereby made to the record for the full particulars of said notice/agreement. However, said notice/agreement may have changed or may in the future change without recorded notice.

Said notice/agreement may pertain to governmental regulations for building or land use. Said matters are not a matter of title insurance. If such non-title insurance matters are shown, they are shown as a courtesy only, without the expectation that all such matters have been shown.

7. REGULATORY NOTICE/AGREEMENT THAT MAY INCLUDE COVENANTS, CONDITIONS AND RESTRICTIONS AFFECTING THE SUBJECT PROPERTY:

Recorded:
October 20, 1992
Auditor's No.:
9210200037
Affects:
Lot C
Regarding:
Alternative Sewage System Installations

Reference is hereby made to the record for the full particulars of said notice/agreement. However, said notice/agreement may have changed or may in the future change without recorded notice.

Said notice/agreement may pertain to governmental regulations for building or land use. Said matters are not a matter of title insurance. If such non-title insurance matters are shown, they are shown as a courtesy only, without the expectation that all such matters have been shown.

8. REGULATORY NOTICE/AGREEMENT THAT MAY INCLUDE COVENANTS, CONDITIONS AND RESTRICTIONS AFFECTING THE SUBJECT PROPERTY:

Recorded:
October 20, 1992
Auditor's No.:
9210200038
Affects:

Lot A
Regarding:
Alternative Sewage System Installations

Reference is hereby made to the record for the full particulars of said notice/agreement. However, said notice/agreement may have changed or may in the future change without recorded notice.

Said notice/agreement may pertain to governmental regulations for building or land use. Said matters are not a matter of title insurance. If such non-title insurance matters are shown, they are shown as a courtesy only, without the expectation that all such matters have been shown.

9. REGULATORY NOTICE/AGREEMENT THAT MAY INCLUDE COVENANTS, CONDITIONS AND RESTRICTIONS AFFECTING THE SUBJECT PROPERTY:

Recorded:
October 20, 1992
Auditor's No.:
9210200039
Affects:
Lot B
Regarding:
Alternative Sewage System Installations

Reference is hereby made to the record for the full particulars of said notice/agreement. However, said notice/agreement may have changed or may in the future change without recorded notice.

Said notice/agreement may pertain to governmental regulations for building or land use. Said matters are not a matter of title insurance. If such non-title insurance matters are shown, they are shown as a courtesy only, without the expectation that all such matters have been shown.

10. TERMS AND CONDITIONS OF FINDING OF FACT, ENTRY OF ORDER NO. SHL-92-021:

Recorded:
November 4, 1992
Auditor's No.:
9211040034

11. EASEMENT AND PROVISIONS THEREIN:

Grantee:
Puget Sound Power & Light Company, a Washington Corporation
Dated:
July 23, 1993
Recorded:
July 29, 1993
Auditor's No.:
9307290107
Purpose:
Right to construct, operate, maintain, repair, replace and enlarge one or more electric transmission and/or distribution lines and related facilities.

12. ANY AND ALL OFFERS OF DEDICATIONS, CONDITIONS, RESTRICTIONS, EASEMENTS, FENCE LINE/BOUNDARY DISCREPANCIES, NOTES, PROVISIONS AND/OR ANY OTHER MATTERS AS DISCLOSED AND/OR DELINEATED ON THE FACE OF THE FOLLOWING PLAT/SHORT

PLAT/SURVEY:

Name:
Record of Survey
Recorded:
June 3, 1994
Auditor's No.:
9406030068

13. Terms and Conditions of Judgment filed on January 10, 1977 in Skagit County Superior Court Case No. 33683.

14. Any adverse claim by reason of any change in the location of the boundaries of said premises which may have resulted from any change in the location of the River/Creek herein named, or its banks, or which may result from such change in the future.

River/Creek:
Pressentin Creek

15. Right of the general public to the unrestricted use of all the waters of a navigable body of water, not only for the primary purposes of navigation, but also for corollary purposes, including (but not limited to) fishing, boating, bathing, swimming, water skiing and other related recreational purposes, as those waters may affect the tidelands, shorelands, or adjoining uplands, and whether the level of the water has been raised naturally or artificially to a maintained or fluctuating level, all as further defined by the decisional law of this state. (Affects all of the premises subject to such submergence.)

16. Terms, provisions and reservations under the Submerged Land Act (43 U.S.C.A. 1301 through 1311) and the rights of the United States of America to regulate commerce, navigation, flood control, fishing and production of power.

Att 11 – Deed of Right to Use Land for Salmon Recovery Purposes for Judd
V1



01/16/2020 03:31 PM Pages: 1 of 7 Fees: \$109.50
Skagit County Auditor

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

REVIEWED BY SKAGIT COUNTY TREASURER DEPUTY <u>M. Dubioski</u> DATE <u>1-16-20</u>
--

GUARDIAN NORTHWEST TITLE CO.
DEED OF RIGHT TO USE LAND FOR 19-1361
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 14, Township 35 North, Range 7 East; Ptn. S ½ -SW ¼ (aka Lots A, B, & C. Short Plat No. 32-72)

More particularly described in Exhibit "A" (Legal Description), and as depicted in Exhibit "B" (Property Map).

Assessor's Property Tax P42573, P102250, P102251



Att 11 – Deed of Right to Use Land for Salmon Recovery Purposes for Judd
V1

Parcel Number: P 42573, P102250, P 102251, Skagit County

Reference Numbers of Documents Assigned or Released: None.

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 Agreements entered into between the Grantor and the Grantee entitled Skagit Watershed Habitat Acquisition II (b), Project Number 18-2617C signed by the Grantor on the 10th day of January, 2019 and by the Grantee on the 28th day of January, 2019 and Skagit Watershed Habitat Acquisition III, Project Number 19-1414C signed by the Grantor on the 13th day of December, 2019, and by the Grantee on the 5th day of December, 2019, and supporting materials which are on file with the Grantor and the Grantee in connection with the Project Agreements.

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 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



Att 11 – Deed of Right to Use Land for Salmon Recovery Purposes for Judd
V1

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 Salmon Recovery Funding Board and/or its successors shall each have a separate and independent right to enforce the terms of this Deed.



Att 11 – Deed of Right to Use Land for Salmon Recovery Purposes for Judd
V1

REMAINDER OF PAGE IS INTENTIONALLY BLANK; SIGNATURE PAGES FOLLOW

GRANTOR:

City of Seattle acting by and through Seattle City Light Department

By: Lynn Best

Name: Lynn Best

Title: Chief Environmental Officer, Environment, Land, and Licensing Division

Dated this 31 day of December, 2019

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

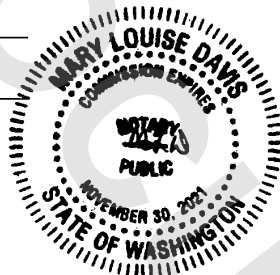
I certify that I know or have satisfactory evidence that Lynn Best is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledge it as the Environmental Affairs and Real Estate Division 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: December 31, 2019

Signed: Mary Louise Davis

Printed Name: Mary Louise Davis

Notary Public in and for the State of Washington,
residing in Edmonds, WA.



Att 11 – Deed of Right to Use Land for Salmon Recovery Purposes for Judd
V1

My commission expires November 30, 2021

GRANTEE:

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

By: *[Signature]*

Name: Scott T. Robinson

Title: Deputy Director

Dated this 24th day of December, 2019

STATE OF WASHINGTON)
) ss
COUNTY OF Thurston)

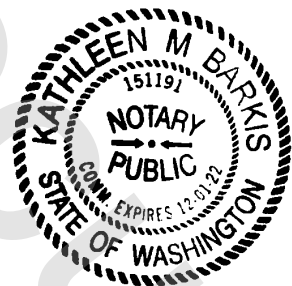
I certify that I know or have satisfactory evidence that Scott T. Robinson is
the person who appeared before me, and said person acknowledged that (he/she) signed
this instrument, on oath stated that (he/she) was authorized to execute the instrument and
acknowledge it as the Deputy Director for the Recreation and
Conservation Office and to be the free and voluntary act of such party for the uses and
purposes mentioned in the instrument.

Dated: 12/24/19

Signed: Kathleen M. Barkis

Notary Public in and for the State of Washington,
residing in Lacey, WA

My commission expires 12-1-22



[Signature]

Att 11 – Deed of Right to Use Land for Salmon Recovery Purposes for Judd
V1

EXHIBIT A

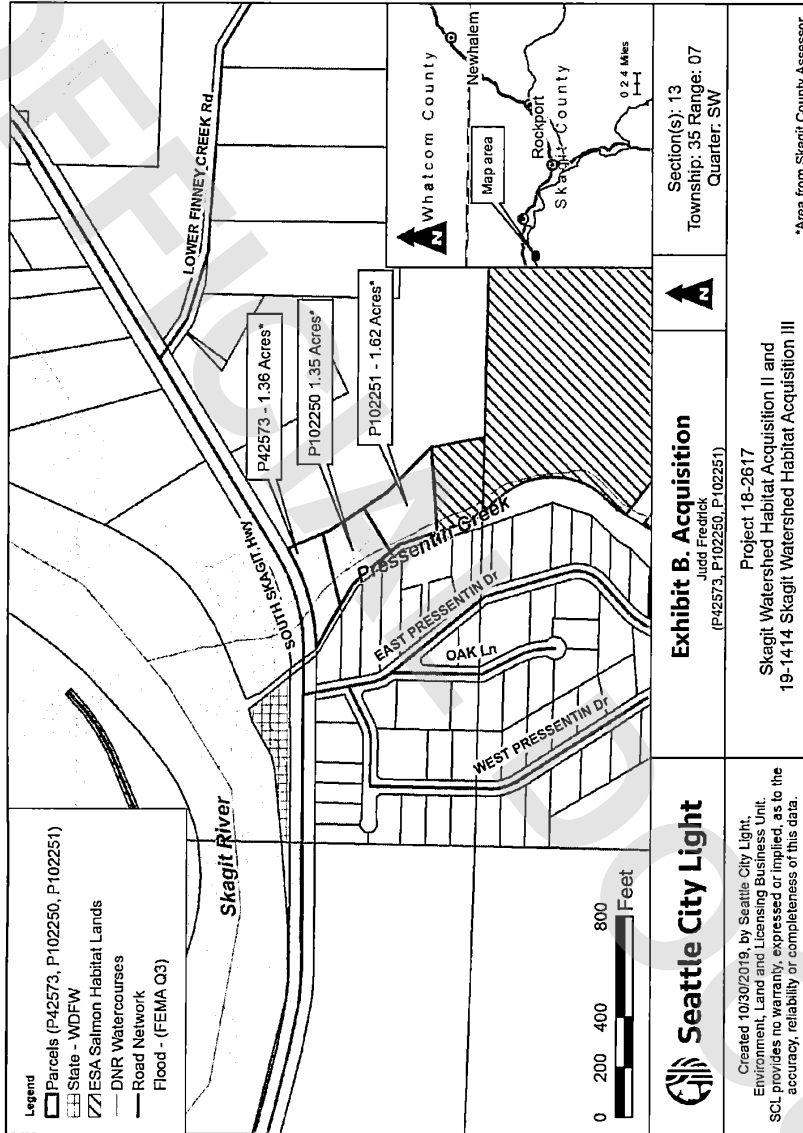
Legal Description

The Land referred to herein below is situated in the County of Skagit, State of Washington, and is described as follows:

Lots A, B, and C of Short Plat No. 32-72, as approved on May 17, 1972, also known as Lots A, B, and C of Record of Survey, recorded on June 3, 1994 as Auditor's File No. 9406030068, records of Skagit County, Washington; being a portion of the South half of the Southwest quarter of Section 13, Township 35 North, Range 7 East of W. M.



Att 11 – Deed of Right to Use Land for Salmon Recovery Purposes for Judd V1



STR

201807310117
07/31/2018 02:40 PM Pages: 1 of 2 Fees: \$100.00
Skagit County Auditor

When recorded return to:
City of Seattle, City Light, Room SMT3338
700 South Fifth Avenue Suite 3200/PO Box 34023
Seattle, WA 98124-4023

Recorded at the request of:
Guardian Northwest Title
File Number: 115987

Statutory Warranty Deed ¹¹⁵⁹⁸⁷
GUARDIAN NORTHWEST TITLE CO.

THE GRANTORS Shawn R. Marsall and Jennifer A. Marsall, a married couple for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION in hand paid, conveys and warrants to City of Seattle, a Municipal Corporation of the State of Washington the following described real estate, situated in the County of Skagit, State of Washington

Abbreviated Legal:
Lot 51, Carefree Acres No. 1

Tax Parcel Number(s): P63532, 3870-000-051-0009

Lot 51 of the PLAT OF CAREFREE ACRES, SUBDIVISION NO. 1, as per plat recorded in Volume 8 of Plats, page 62, records of Skagit County, Washington.
This conveyance is subject to covenants, conditions, restrictions and easements, if any, affecting title, which may appear in the public record, including those shown on any recorded plat or survey as described in Exhibit "A" attached hereto

Dated 7-27-18
Shawn R. Marsall
Shawn R. Marsall

JENNIFERA MARSHALL
Jennifer A. Marsall

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX
2018 3372
JUL 31 2018

STATE OF Washington)
COUNTY OF Skagit) SS:

Amount Paid \$ 97.56
Skagit Co. Treasurer
By mem Deputy

I certify that I know or have satisfactory evidence that Shawn R. Marsall and Jennifer A. Marsall, the persons who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument and acknowledge it to be his/her/their free and voluntary act for the uses and purposes mentioned in this instrument.

Date: 07-27-2018

Kayla E. Matola
Printed Name: Kayla E. Matola
Notary Public in and for the State of Washington
Residing at Lake Stevens, WA
My appointment expires: 01-15-2020

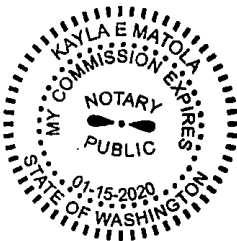


Exhibit A

EXCEPTIONS:

A. ANY AND ALL OFFERS OF DEDICATIONS, CONDITIONS, RESTRICTIONS, EASEMENTS, FENCE LINE/BOUNDARY DISCREPANCIES, NOTES, PROVISIONS AND/OR ANY OTHER MATTERS AS DISCLOSED AND/OR DELINEATED ON THE FACE OF THE FOLLOWING PLAT/SHORT PLAT/SURVEY:

Name: Carefree Acres Subdivision No. 1
Recorded: December 30, 1963
Auditor's No.: 644847

B. EASEMENT DISCLOSED BY INSTRUMENT AND CONDITIONS CONTAINED THEREIN:

In Favor Of: Not disclosed
For: Utilities
Affects: 5 foot strip along adjoining roadway.
Recorded: *****
Auditor's No.: *****

C. PROTECTIVE COVENANTS AND/OR EASEMENTS, BUT OMITTING RESTRICTIONS, IF ANY, BASED ON RACE, COLOR, RELIGION OR NATIONAL ORIGIN:

Dated: August 5, 1992
Recorded: August 18, 1992
Auditor's No.: 9208180055
Executed By: Bestland Associates

Said instrument is a rerecording of instrument recorded under Auditor's File No. 9208120081.

D. REGULATORY NOTICE/AGREEMENT THAT MAY INCLUDE COVENANTS, CONDITIONS AND RESTRICTIONS AFFECTING THE SUBJECT PROPERTY:

Auditor's File No.: 8407250023
Document Title: Variance
Regarding: Substandard lots

Reference is hereby made to the record for the full particulars of said notice/agreement. However, said notice/agreement may have changed or may in the future change without recorded notice.



Skagit County Auditor 1/11/2018 Page 1 of 3 1:48PM \$76.00

When recorded return to: City of Seattle 700 5th Ave Ste 3200 AP SMT Room 3338 Seattle, WA 98124-9871

Recorded at the request of: Guardian Northwest Title File Number: 114489

Statutory Warranty Deed

114489 GUARDIAN NORTHWEST TITLE CO.

THE GRANTORS Stephen D. McElfresh and Valerie S. McElfresh, as their interests appear of record for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION in hand paid, conveys and warrants to City of Seattle, a municipal corporation of the State of Washington the following described real estate, situated in the County of Skagit, State of Washington

*husband and wife

Abbreviated Legal:

Section 31, Township 33 North, Range 11 East; Ptn Gov't Lot 1

For Full Legal See Attached Exhibit "A"

This conveyance is subject to covenants, conditions, restrictions and easements, if any, affecting title, which may appear in the public record, including those shown on any recorded plat or survey as described in Exhibit "B" attached hereto.

Tax Parcel Number(s): P107292, 331131-0-001-0908

Dated 12-15-17

Signature of Stephen D. McElfresh

Signature of Valerie Sue McElfresh

SKAGIT COUNTY WASHINGTON REAL ESTATE EXCISE TAX

2018146 JAN 11 2018

Amount Paid \$ 717.00 By Skagit Co. Treasurer Deputy

STATE OF Washington } COUNTY OF Skagit } SS:

I certify that I know or have satisfactory evidence that Stephen D. McElfresh and Valerie Sue McElfresh, the persons who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument and acknowledge it to be his/her/their free and voluntary act for the uses and purposes mentioned in this instrument.

Date: 12-15-17

Signature of Notary Public

Printed Name: Katie Hickok Notary Public in and for the State of Washington Residing at , Mt Vernon My appointment expires: 1/07/2019



EXHIBIT A

Parcel 8 of an Unrecorded Parcel Map dated November 1, 1972, prepared by Hieber and Crossman, described as follows:

That portion of Government Lot 1, of Section 31, Township 33 North, Range 11 East, W.M., described as follows:

Commencing at the Northeast corner of said Section 31; thence South 0 degrees 05' 59" West along the East line of said Section, a distance of 374.70 feet to the true point of beginning; thence continue South 0 degrees 05' 59" West along said East line, a distance of 353.98 feet to the centerline of an existing forest service road; thence North 44 degrees 51' 06" West along the centerline of said service road, a distance of 173.86 feet; thence South 41 degrees 15' West, 1200 feet, more or less, to the Old Channel of the Skiatelle River; thence Northwesterly along said channel to a point lying South 47 degrees 30' West of the true point of beginning; thence North 47 degrees 30' East, a distance of 1800 feet, more or less, to the true point of beginning, EXCEPT any portion thereof lying within the boundaries of Parcel 9 of said Unrecorded Survey as said Parcel 9 is described in document recorded under Auditor's File No. 8912260058, AND ALSO EXCEPT any portion thereof lying within the boundaries of Parcel 7, of said Unrecorded Survey as said Parcel 7 is described in document recorded under Auditor's File No. 8409130006, records of Skagit County, Washington.

TOGETHER WITH and SUBJECT TO a 20 foot wide non-exclusive easement for ingress and egress as said easement is shown on Exhibit "A" of document recorded under Auditor's File No. 8302280055, records of Skagit County, Washington.

Exhibit B

EXCEPTIONS:

- A. An easement granted to the United States Forest Service for road, as disclosed by Contract recorded under Auditor's File No. 831340, records of Skagit County, Washington, and various other documents of record.
- B. Any question that may arise due to the shifting or change in the course of the Suiattle River or to said river having changed its course.
- C. A 20 foot easement for ingress and egress, as disclosed by a 5 Acre Parcel Map attached to Contract dated July 26, 1978, and recorded September 26, 1978, as Auditor's File No. 888237.
- D. Right of the general public to the unrestricted use of all the waters of a navigable body of water not only for the primary purposes of navigation, but also for corollary purposes, including (but not limited to) fishing, boating, bathing, swimming, water skiing and other related recreational purposes, as those waters may affect the tidelands, shorelands, or adjoining uplands, and whether the level of the water has been raised naturally or artificially to a maintained or fluctuating level, all as further defined by the decisional law of this state. (Affects all of the premises subject to such submergence.)
- E. ANY AND ALL OFFERS OF DEDICATIONS, CONDITIONS, RESTRICTIONS, EASEMENTS, FENCE LINE/BOUNDARY DISCREPANCIES, NOTES, PROVISIONS AND/OR ANY OTHER MATTERS AS DISCLOSED AND/OR DELINEATED ON THE FACE OF THE FOLLOWING PLAT/SHORT PLAT/SURVEY.

Name:	Boundary Survey for Cyril Frol
Recorded:	September 7, 1994
Auditor's No.:	9409070001



201801110040

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

Skagit County Auditor \$60.00
1/11/2018 Page 1 of 7 1:48PM

GUARDIAN NORTHWEST TITLE CO.
114489

**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: That portion of Government Lot 1, of Section 31 Township 33 North,
Range 11 East, W.M., Skagit County, Washington State.

More particularly described in Exhibit "A" (Legal Description), and as
depicted in Exhibit "B" (Property Map).

Assessor's
Property Tax P107292

STR

Parcel Number: P 107292, Skagit County

Reference Numbers of Documents Assigned or Released: None.

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 Agreements entered into between the Grantor and the Grantee entitled Upper Skagit Watershed Habitat Acquisition, Project Number 16-1647A signed by the Grantor on the 2nd day of February, 2017 and by the Grantee on the 9th day of February, 2017 and supporting materials which are on file with the Grantor and the Grantee in connection with the Project Agreements.

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 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

STR

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 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

STR

GRANTOR:

City of Seattle acting by and through Seattle City Light Department

By: Lynn Best

Name: Lynn Best

Title: Chief Environmental Officer, Environment, Land, and Licensing Division

Dated this 27 day of December, 2017

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.

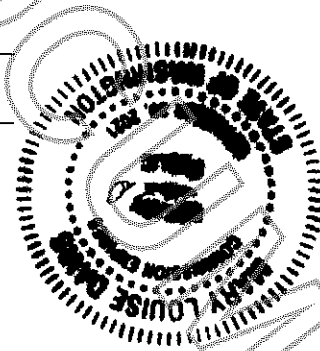
Dated: December 27, 2017

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 November 30, 2011



STR

GRANTEE:

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

By: Scott T. Robinson

Name: Scott Robinson

Title: Deputy Director

Dated this 15th day of December, 2017

STATE OF WASHINGTON)
) ss
COUNTY OF Thurston)

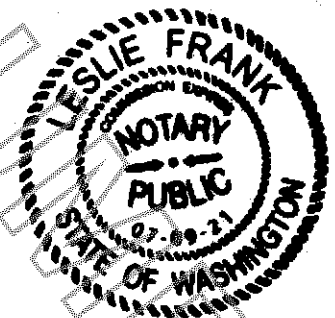
I certify that I know or have satisfactory evidence that Scott T. Robinson is
the person who appeared before me, and said person acknowledged that (he/she) signed
this instrument, on oath stated that (he/she) was authorized to execute the instrument and
acknowledge it as the Deputy Director for the Recreation and
Conservation Office and to be the free and voluntary act of such party for the uses and
purposes mentioned in the instrument.

Dated: December 15, 2017

Signed: Leslie Frank

Notary Public in and for the State of Washington,
residing in Thurston County

My commission expires 7-9-21



STR

EXHIBIT A

Legal Description

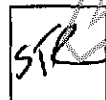
Situated in the State of Washington, County of Skagit,

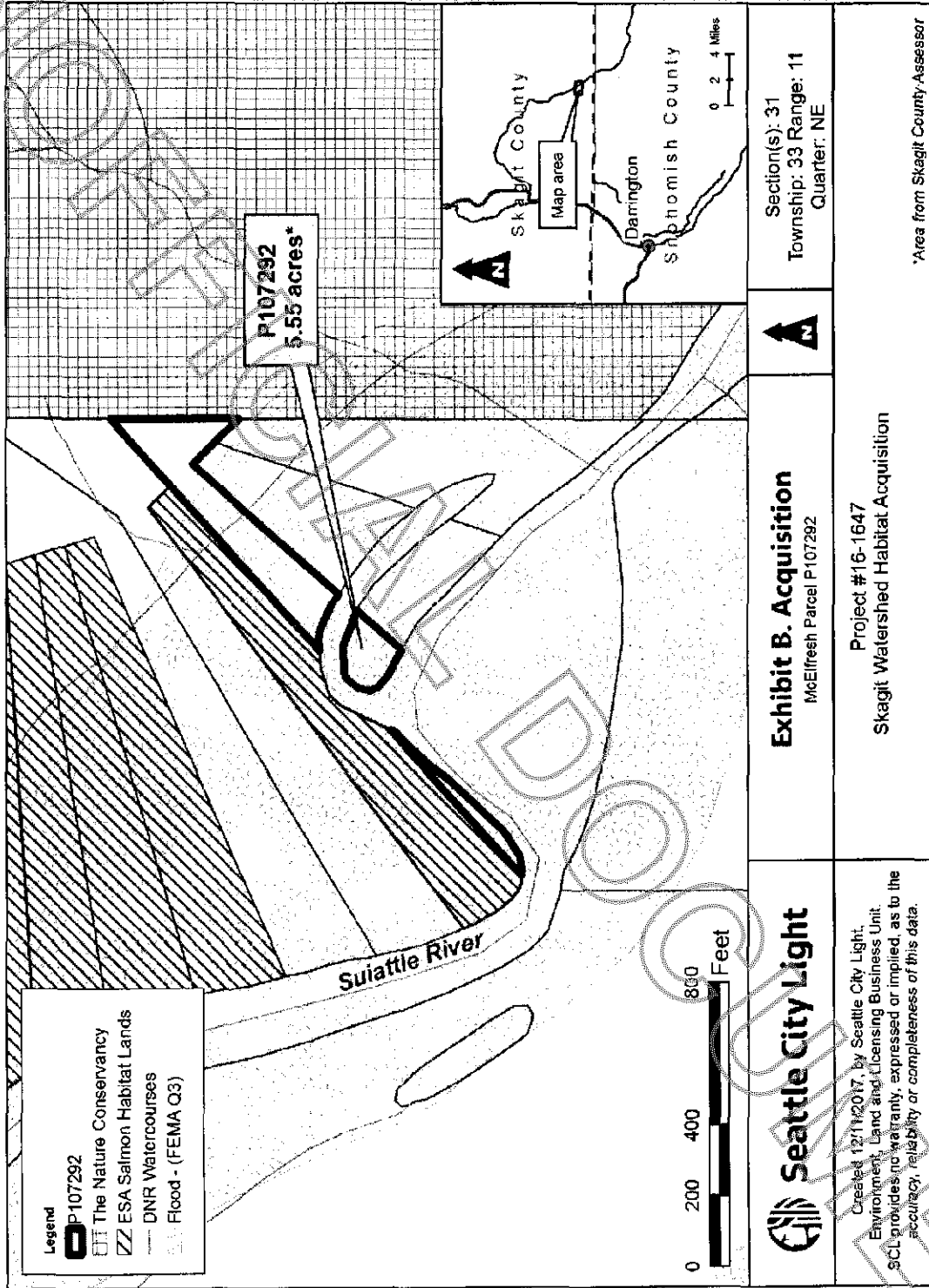
Parcel 8 of an Unrecorded Parcel Map dated November 1, 1972, prepared by Hieber and Crossman, described as follows:

That portion of Government Lot 1, of Section 31, Township 33 North, Range 11 East, W.M., described as follows:

Commencing at the Northeast corner of said Section 31; thence South 0 degrees 05' 59" West along the East line of said Section, a distance of 374.70 feet to the true point of beginning; thence continue South 0 degrees 05' 59" West along said East line, a distance of 353.98 feet to the centerline of an existing forest service road; thence North 44 degrees 51' 06" West along the centerline of said service road, a distance of 173.86 feet; thence South 41 degrees 15' West, 1200 feet, more or less, to the Old Channel of the Suiattle River; thence Northwesterly along said channel to a point lying South 47 degrees 30' West of the true point of beginning; thence North 47 degrees 30' East, a distance of 1800 feet, more or less, to the true point of beginning, EXCEPT any portion thereof lying within the boundaries of Parcel 9 of said Unrecorded Survey as said Parcel 9 is described in document recorded under Auditor's File No. 8912260058, AND ALSO EXCEPT any portion thereof lying within the boundaries of Parcel 7, of said Unrecorded Survey as said Parcel 7 is described in document recorded under Auditor's File No. 8409130006, records of Skagit County, Washington.

TOGETHER WITH and SUBJECT TO a 20 foot wide non-exclusive easement for ingress and egress as said easement is shown on Exhibit "A" of document recorded under Auditor's File No. 8302280055, records of Skagit County, Washington.





SIR

Att 15 – Statutory Warranty Deed for McElfresh
V1



201904290089

04/29/2019 01:53 PM Pages: 1 of 4 Fees: \$102.00
Skagit County Auditor

When recorded return to:

The City of Seattle
700 5th Ave, Ste 3300; PO Box 34023, Real Estate Services Room 3338
Seattle, WA 98124-9871

STATUTORY WARRANTY DEED ^{GUARDIAN NORTHWEST TITLE CO.} *19-1895*

THE GRANTOR(S) Stephen D. McElfresh and Valerie Sue McElfresh, husband and wife, PO Box 291,
Greenbank, WA 98253,

for and in consideration of **ten dollars and other valuable consideration**

in hand paid, conveys, and warrants to City of Seattle, a municipal corporation of the State of Washington

the following described real estate, situated in the County Skagit, State of Washington:

FOR PROPERTY DESCRIPTION SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART
HEREOF.

Abbreviated legal description: Property 1: Section 31, Township 33 North, Range 11 East; Ptn Gov't Lot 1

This conveyance is subject to covenants, conditions, restrictions and easements, if any, affecting title, which may
appear in the public record, including those shown on any recorded plat or survey as described in Exhibit "B"
attached hereto

Tax Parcel Number(s): P18983 & 331131-0-001-0703

Dated: 4-5-19

Stephen D. McElfresh
Stephen D. McElfresh

Valerie Sue McElfresh
Valerie Sue McElfresh

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

20191544

APR 29 2019

Amount Paid \$ *797.10*
Skagit Co. Treasurer
By *mm* Deputy

Att 15 – Statutory Warranty Deed for McElfresh
V1

STATE OF WASHINGTON
COUNTY OF SKAGIT

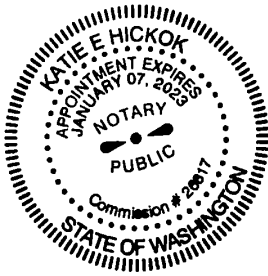
I certify that I know or have satisfactory evidence that Stephen D. McElfresh and Valerie Sue McElfresh is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 5th day of April, 2019

[Handwritten Signature]
Signature

Katie E Hickok
Title

My appointment expires: 1-7-23



Att 15 – Statutory Warranty Deed for McElfresh
V1

EXHIBIT A
LEGAL DESCRIPTION

Property Address: NHN FORESTRY ROAD, DARRINGTON, WA 98241
Tax Parcel Number(s): P18983 & 331131-0-001-0703

Property Description:

That portion of Government Lot 1, Section 31, Township 33 North, Range 11 East of the Willamette Meridian, described as follows:

Commencing at a point on the North line of said Section 31, which bears North 89°50'42" West a distance of 434.54 feet from the Northeast corner of said Section 31;
thence South 17°44'36" East 354.32 feet;
thence Southeasterly along a curve to the left having a radius of 420 feet, through a central angle of 27°06'30" an arc distance of 198.71 feet;
thence South 44°51'06" East 142.36 feet to the point of beginning;
thence South 44°51'06" East 86.93 feet;
thence South 17°35' West 1100 feet, more or less, to the Old Channel of the Suiattle River;
thence Northwesterly along said Channel to a point lying South 41°15' West of the point of beginning;
thence North 41°15' East 1200 feet, more or less, to the point of beginning;

(Being known as Parcel 9 of an unrecorded 5-acre Parcel Map dated November 1, 1972 and prepared by Heiber and Crossman.)

Situate in the County of Skagit, State of Washington.

Att 15 – Statutory Warranty Deed for McElfresh
V1

EXHIBIT B

19-1895-KH

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. (A) Unpatented mining claims.
(B) Reservations or exceptions in patents or in Acts authorizing the issuance thereof.
(C) Water rights, claims or title to water; whether or not the matters excepted under (A), (B), or (C) are shown by the public records.
(D) Indian Tribal Codes or Regulations, Indian Treaty or Aboriginal Rights, including easements or equitable servitudes.
3. Any service, installation, connection, maintenance, construction, tap or reimbursement charges/costs for sewer, water, garbage or electricity.
4. An easement granted to the United States Forest Service for road, as disclosed by Contract recorded under Auditor's File No. 831340, records of Skagit County, Washington, and various other documents of record.
5. Any question that may arise due to the shifting or change in the course of the Suiattle River or to said river having changed its course.
6. A 20 foot easement for ingress and egress, as disclosed by a 5 Acre Parcel Map attached to Contract dated July 26, 1978, and recorded September 26, 1978, as Auditor's File No. 888237.
7. Right of the general public to the unrestricted use of all the waters of a navigable body of water not only for the primary purposes of navigation, but also for corollary purposes, including (but not limited to) fishing, boating, bathing, swimming, water skiing and other related recreational purposes, as those waters may affect the tidelands, shorelands, or adjoining uplands, and whether the level of the water has been raised naturally or artificially to a maintained or fluctuating level, all as further defined by the decisional law of this state. (Affects all of the premises subject to such submergence.)
8. ANY AND ALL OFFERS OF DEDICATIONS, CONDITIONS, RESTRICTIONS, EASEMENTS, FENCE LINE/BOUNDARY DISCREPANCIES AND ENCROACHMENTS, NOTES, PROVISIONS AND/OR ANY OTHER MATTERS AS DISCLOSED AND/OR DELINEATED ON THE FACE OF THE FOLLOWING PLAT/SHORT PLAT/SURVEY:

Name: Boundary Survey for Cyril Frol
Recorded: September 7, 1994
Auditor's No.: 9409070001
9. RESERVATIONS, PROVISIONS AND/OR EXCEPTIONS CONTAINED IN INSTRUMENT:

Executed By: Cyril M. Frol, Trustee for River West, a general partnership
Recorded: December 13, 1985
Auditor's No.: 8512130037
10. There is no recorded means of ingress or egress to a public road from said property. It is assumed that there exists a valid and subsisting easement for that purpose over adjoining properties, but the Company does not insure against any rights based on a contrary state of facts.
The primary road East of subject property is a U.S. Forest Service Road. Such roads are not kept open and maintained for purpose of providing access to privately owned lands.

Statutory Warranty Deed
LPB 10-05

Order No.: 19-1895-KH

Page 4 of 4

Page 4 of 4



201904290090

04/29/2019 01:53 PM Pages: 1 of 7 Fees: \$105.00
Skagit County Auditor

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

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

APR 29 2019

Amount Paid \$
Skagit Co. Treasurer
By *man* Deputy

GUARDIAN NORTHWEST TITLE CO.

19-1895

**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 31, Township 33 North, Range 11 East, Ptn. Gov't Lot 1

More particularly described in Exhibit "A" (Legal Description), and as
depicted in Exhibit "B" (Property Map).

Assessor's
Property Tax
Parcel Number: P 18983, Skagit County

STR

Att 16 – Deed of Right to Use Land for Salmon Recovery Purposes for McElfresh
VI

Reference Numbers of Documents Assigned or Released: None.

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 Agreements entered into between the Grantor and the Grantee entitled Upper Skagit Watershed Habitat Acquisition, Project Number 16-1647A signed by the Grantor on the 2nd day of February, 2017 and by the Grantee on the 9th day of February, 2017 and supporting materials which are on file with the Grantor and the Grantee in connection with the Project Agreements.

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 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



Att 16 – Deed of Right to Use Land for Salmon Recovery Purposes for McElfresh
VI

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 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



Att 16 – Deed of Right to Use Land for Salmon Recovery Purposes for McElfresh
VI

GRANTOR:

City of Seattle, acting by and through Seattle City Light Department

By: Lynn Best

Name: Lynn Best

Title: Chief Environmental Officer, Environment, Land, and Licensing Division

Dated this 10 day of April, 2019

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: April 10 2019

Signed: Mary Louise Davis

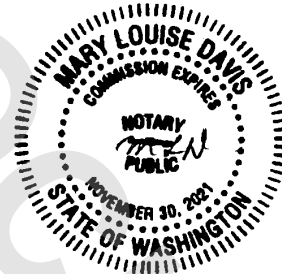
Printed Name: Mary Louise Davis

Notary Public in and for the State of Washington,

residing in Edmonds, WA.

My commission expires November 30, 2021

GRANTEE:



55R

Att 16 – Deed of Right to Use Land for Salmon Recovery Purposes for McElfresh VI

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

By: Scott T. Robinson

Name: Scott T. Robinson

Title: Deputy Director

Dated this 18th day of March, 2019

STATE OF WASHINGTON)
COUNTY OF Thurston) ss

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.

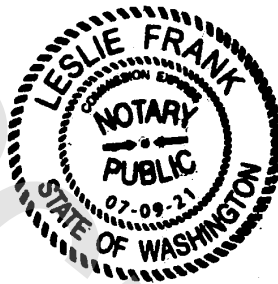
Dated: March 18, 2019

Signed: Leslie Frank

Notary Public in and for the State of Washington,

residing in Thurston County.

My commission expires 7-9-21.



STR

Att 16 – Deed of Right to Use Land for Salmon Recovery Purposes for McElfresh
VI

EXHIBIT A

Legal Description

That portion of Government Lot 1, Section 31, Township 33 North, Range 11 East of the Willamette Meridian, described as follows:

Commencing at a point on the North line of said Section 31, which bears North 89°50'42" West a distance of 434.54 feet from the Northeast corner of said Section 31;
thence South 17°44'36" East 354.32 feet;
thence Southeasterly along a curve to the left having a radius of 420 feet, through a central angle of 27°06'30" an arc distance of 198.71 feet;
thence South 44°51'06" East 142.36 feet to the point of beginning; thence South 44°51'06" East 86.93 feet;
thence South 17°35' West 1100 feet, more or less, to the Old Channel of the Suiattle River;
thence Northwesterly along said Channel to a point lying South 41°15' West of the point of beginning; thence North 41°15' East 1200 feet, more or less, to the point of beginning;

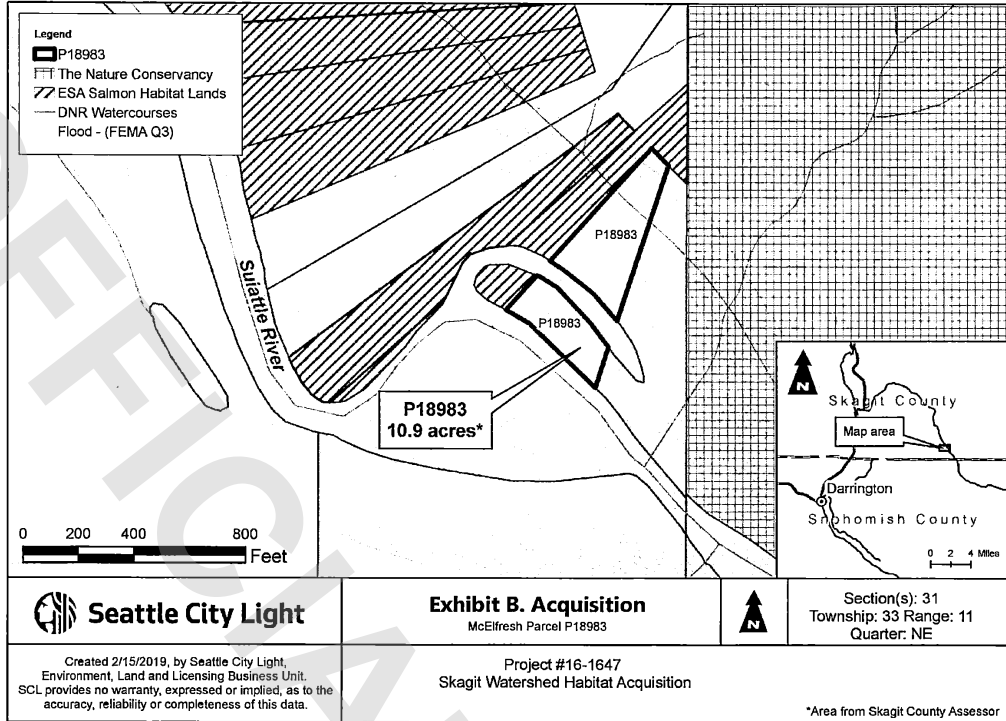
(Being known as Parcel 9 of an unrecorded 5-acre Parcel Map dated November 1, 1972 and prepared by Heiber and Crossman.)

Situate in the County of Skagit, State of Washington.



Att 16 – Deed of Right to Use Land for Salmon Recovery Purposes for McElfresh VI

Page 7 of 7



SCL



201811160098

11/16/2018 02:18 PM Pages: 1 of 4 Fees: \$102.00
Skagit County Auditor

When recorded return to:
The City of Seattle
Attention Mary Davis SMT Room 3338
700 Fifth Ave Suite 3200
PO Box 34023
Seattle, WA 98124-4023

Recorded at the request of:
File Number: 114723

Statutory Warranty Deed 114723

GUARDIAN NORTHWEST TITLE CO.

THE GRANTOR Marblemount Properties, LLC, a Washington Limited Liability Company for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION in hand paid, conveys and warrants to GRANTEE City of Seattle, a Municipal Corporation of the State Of Washington the following described real estate, situated in the County of Skagit, State of Washington.

Abbreviated Legal:

Section 25, Township 35 North, Range 9 East; Ptn. Gov't Lots 1 & 2, and N 1/2 SE 1/4

For Full Legal See Attached Exhibit "A"

This conveyance is subject to covenants, conditions, restrictions and easements, if any, affecting title, which may appear in the public record, including those shown on any recorded plat or survey as described in Exhibit "B" attached hereto

Tax Parcel Number(s): P44686, 350925-4-002-0001, P44646, 350925-0-001-0000, P108130, 350925-4-002-0600.

Dated 11.9.18

Marblemount Properties LLC

Stephen Metzler
By: Stephen Metzler, Managing Member

Almudena De Llaguno
By: Almudena De Llaguno, Managing Member

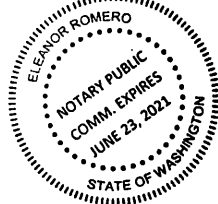
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX
20185074
NOV 16 2018

Amount Paid \$ 4,410.50
Skagit Co. Treasurer
By *Mam* Deputy

STATE OF Washington }
COUNTY OF Skagit } SS:

I certify that I know or have satisfactory evidence that Stephen Metzler and Almudena De Llaguno is the personS who appeared before me, and said person acknowledged that they signed this instrument and acknowledged it as the Members of Marblemount Properties LLC, to be the free and voluntary act of such party(ies) for the uses and purposes mentioned in this Instrument,

Dated: 11.9.2018



Eleanor Romero
Katie Hickok *Ella Poma* Eleanor Romero
Notary Public in and for the State of Washington
Residing at Washington Mt. Vernon
My appointment expires: 1/07/2019 01/23/2021

Att 17 – Statutory Warranty Deed for Marblemount
VI

EXHIBIT A

That portion of the North 1/2 of the Southeast 1/4 lying Southerly of State Route 20, and Government Lots 1 and 2, Section 25, Township 35 North, Range 9 East, W.M.,

EXCEPT that portion conveyed to Skagit County by Deed recorded September 19, 1960, under Auditor's File No. 598887, records of Skagit County, Washington,

AND EXCEPT that portion lying Southerly of the following described line:

Beginning at the Northwest corner of said Government Lot 2;
thence North 88°46'38" East along the North line of said Government Lot 2, for a distance of 640.80 feet to a point in an existing fence;
thence the following courses and distances along said existing fence:

South 19°08'22" West, 385.42 feet; South 70°25'07" East, 678.96 feet; North 34°53'52" East, 56.30 feet;

North 24°26'13" East, 257.12 feet to an angle point in said existing fence;
thence North 61°31'46" East towards an end-of-fence, for a distance of 52.97 feet to the centerline of an existing access road and a point hereinafter referred to as Point "X";
thence continuing North 61°31'46" East, 52.96 feet to said end-of-fence;
thence the following courses and distances along an existing fence:

South 63°17'49" East, 266.93 feet; South 78°58'19" East, 154.49 feet; South 82°58'36" East, 164.98 feet to the East end of fence;
thence North 75°52'26" East, 369.47 feet to an iron pipe and yellow plastic cap stamped "Steele 13138";
thence North 42°08'39" East, 516.80 feet to the Northeast corner of aforesaid Government Lot 1, and the terminus of herein described line.

Situate in the County of Skagit, State of Washington.

Att 17 – Statutory Warranty Deed for Marblemount
VI

Exhibit 4

EXCEPTIONS:

A. EASEMENT, INCLUDING TERMS AND PROVISIONS THEREOF:

Grantee: City of Seattle, a Municipal Corporation
Recorded: July 13, 1933
Auditor's No. 257006
Purpose: A perpetual easement for the construction, operation and maintenance of a railroad and all necessary appurtenances over, along and across the subject property

B. EASEMENT AND PROVISIONS THEREIN:

Grantee: Puget Sound Power & Light Company, a Washington Corporation
Dated: September 9, 1983
Recorded: September 21, 1983
Auditor's No.: 8309210028
Purpose: Right to enter said premises to operate, maintain and repair underground electric transmission and/or distribution system, together with the right to remove brush, trees and landscaping which may constitute a danger to said lines

C. ANY AND ALL OFFERS OF DEDICATIONS, CONDITIONS, RESTRICTIONS, EASEMENTS, FENCE LINE/BOUNDARY DISCREPANCIES, NOTES, PROVISIONS AND/OR ANY OTHER MATTERS AS DISCLOSED AND/OR DELINEATED ON THE FACE OF THE FOLLOWING PLAT/SHORT PLAT/SURVEY:

Name: Survey for Seattle City Light
Recorded: December 10, 1999
Auditor's No.: 199912100061

Att 17 – Statutory Warranty Deed for Marblemount
VI

D. Any adverse claim by reason of any change in the location of the boundaries of said premises which may have resulted from any change in the location of the River/Creek herein named, or its banks, or which may result from such change in the future.

River/Creek: Skagit River

E. Right of the general public to the unrestricted use of all the waters of a navigable body of water, not only for the primary purposes of navigation, but also for corollary purposes, including (but not limited to) fishing, boating, bathing, swimming, water skiing and other related recreational purposes, as those waters may affect the tidelands, shorelands, or adjoining uplands, and whether the level of the water has been raised naturally or artificially to a maintained or fluctuating level, all as further defined by the decisional law of this state. (Affects all of the premises subject to such submergence.)

F. BASEMENT, INCLUDING TERMS AND PROVISIONS THEREOF:

Grantee:	The City of Seattle
Recorded:	January 5, 2000
Auditor's No.	200001050079
Purpose:	Access
Area Affected:	As disclosed in instrument

Att 18 – Deed of Right to Use Land for Salmon Recovery Purposes for Marblemount
V1

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

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY Heather Beauvais
DATE 04/09/2021

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

GNW 114723

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 25, Township 35 North, Range 9 East, Ptn. Gov't Lots 1 & 2, and
N ½ SE ¼, Skagit County, Washington State.

More particularly described in Exhibit "A" (Legal Description), and as
depicted in Exhibit "B" (Property Map).

Assessor's
Property Tax

Parcel Number: P 44686, P 44646, P 108130, Skagit County

Reference Numbers of Documents Assigned or Released: None.



Att 18 – Deed of Right to Use Land for Salmon Recovery Purposes for Marblemount
VI

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 Agreements entered into between the Grantor and the Grantee entitled Upper Skagit Watershed Habitat Acquisition, Project Number 16-1647A signed by the Grantor on the 2nd day of February, 2017 and by the Grantee on the 9th day of February, 2017; Middle Skagit Watershed Habitat Acquisition, Project Number 16-2804 signed by the Grantor on the 2nd day of November, 2017 and by the Grantee on the 7th day of November, 2017; Skagit Watershed Habitat Acquisition II (b), Project Number 18-2617 signed by the Grantor on the 10th day of January, 2019 and by the Grantee on the 28th day of January, 2019; Skagit Watershed Habitat Acquisition IV, Project Number 20-1326 signed by the Grantor on the 15th day of December, 2020 and by the Grantee on the 16th day of December, 2020; and supporting materials which are on file with the Grantor and the Grantee in connection with the Project Agreements.

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 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



Att 18 – Deed of Right to Use Land for Salmon Recovery Purposes for Marblemount
VI

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 Salmon Recovery Funding Board and/or its successors shall each have a separate and independent right to enforce the terms of this Deed.



Att 18 – Deed of Right to Use Land for Salmon Recovery Purposes for Marblemount VI

GRANTEE:

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

By: [Signature]

Name: Scott T. Robinson

Title: Deputy Director

Dated this 18th day of March, 2021

STATE OF WASHINGTON)
)
COUNTY OF Thurston) ss

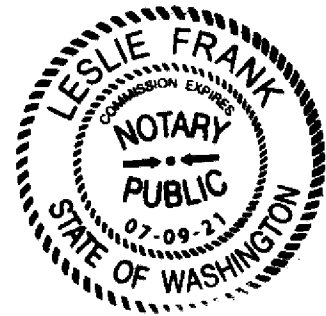
I certify that I know or have satisfactory evidence that SCOTT T. ROBINSON is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledge it as the Deputy Director for the Recreation and Conservation Office and to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: March 18, 2021

Signed: [Signature]

Notary Public in and for the State of Washington, residing in Thurston County

My commission expires 7-9-21



Att 18 – Deed of Right to Use Land for Salmon Recovery Purposes for Marblemount
V1

EXHIBIT A

Legal Description

That portion of the North 1/2 of the Southeast 1/4 lying Southerly of State Route 20, and Government Lots 1 and 2, Section 25, Township 35 North, Range 9 East, W.M.,

EXCEPT that portion conveyed to Skagit County by Deed recorded September 19, 1960, under Auditor's File No. 598887, records of Skagit County, Washington,

AND EXCEPT that portion lying Southerly of the following described line:

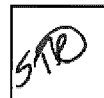
Beginning at the Northwest corner of said Government Lot 2;
thence North 88°46'38" East along the North line of said Government Lot 2, for a distance of 640.80 feet to a point in an existing fence;
thence the following courses and distances along said existing fence:

South 19°08'22" West, 385.42 feet; South 70°25'07" East, 678.96 feet; North 34°53'52" East, 56.30 feet;

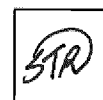
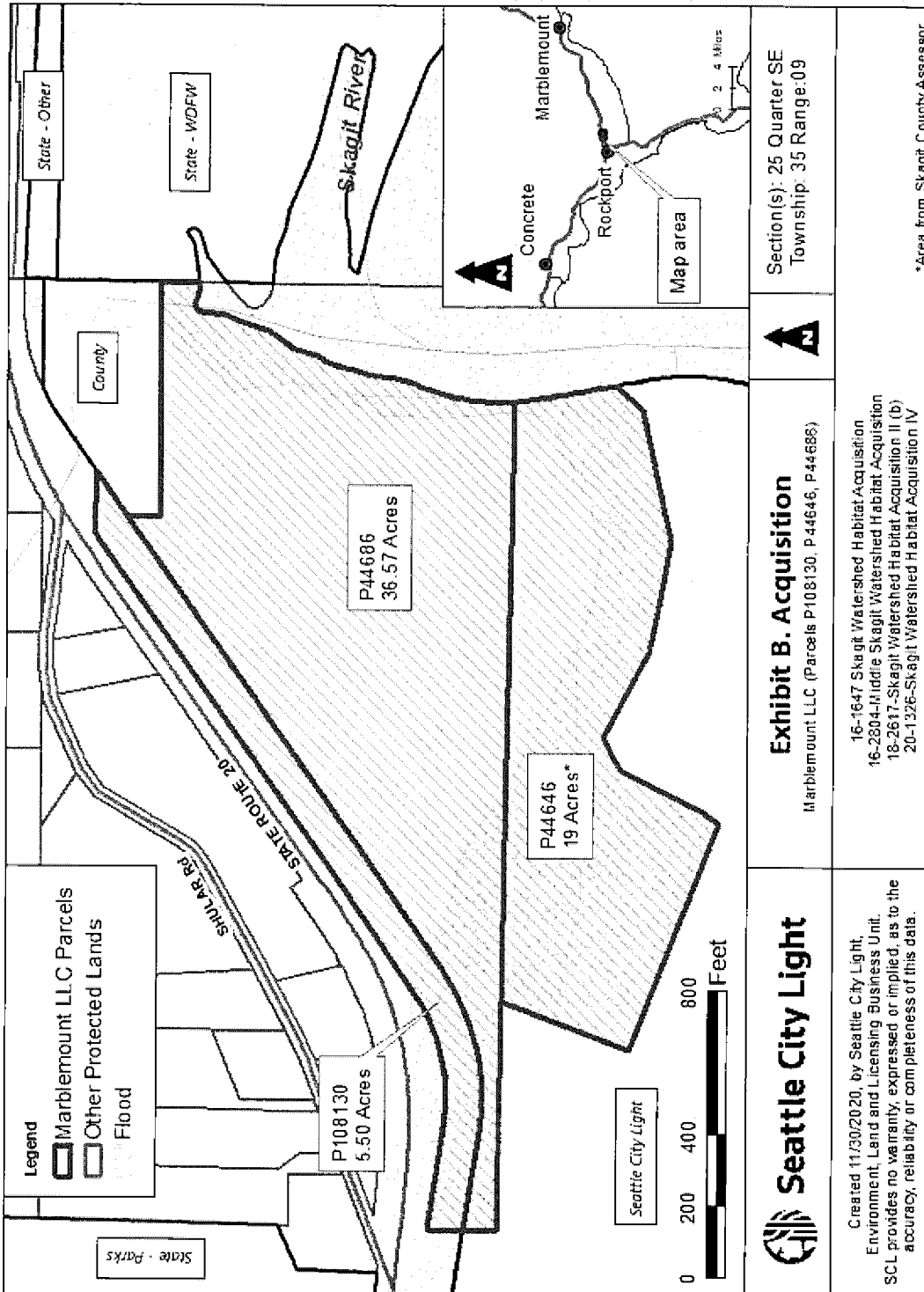
North 24°26'13" East, 257.12 feet to an angle point in said existing fence;
thence North 61°31'46" East towards an end-of-fence, for a distance of 52.97 feet to the centerline of an existing access road and a point hereinafter referred to as Point "X";
thence continuing North 61°31'46" East, 52.96 feet to said end-of-fence;
thence the following courses and distances along an existing fence:


South 63°17'49" East, 266.93 feet; South 78°58'19" East, 154.49 feet; South 82°58'36" East, 164.98 feet to the East end of fence;
thence North 75°52'26" East, 369.47 feet to an iron pipe and yellow plastic cap stamped "Steele 13138";
thence North 42°08'39" East, 516.80 feet to the Northeast corner of aforesaid Government Lot 1, and the terminus of herein described line.

Situate in the County of Skagit, State of Washington.



Att 18 – Deed of Right to Use Land for Salmon Recovery Purposes for Marblemount V1




202002280114
02/28/2020 01:29 PM Pages: 1 of 5 Fees: \$107.50
Skagit County Auditor

When recorded return to:

City of Seattle, a Municipal Corporation of the State of Washington
PO Box 34023
Seattle, WA 98124

STATUTORY WARRANTY DEED

GUARDIAN NORTHWEST TITLE CO.

THE GRANTOR(S) Gene R. Rasmussen, as his separate property, PO Box 2724, Stanwood, WA 98292,

for and in consideration of **ten dollars and other valuable consideration**

18-1088

in hand paid, conveys, and warrants to City of Seattle, a Municipal Corporation of the State of Washington

the following described real estate, situated in the County Skagit, State of Washington:

FOR PROPERTY DESCRIPTION SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART
HEREOF.

Abbreviated legal description: Property 1:
Portions of GL 4 in Section 14 and GL 8 in Section 15 all in Twp. 35 N, R. 11 E, WM

This conveyance is subject to covenants, conditions, restrictions and easements, if any, affecting title, which may
appear in the public record, including those shown on any recorded plat or survey as described in Exhibit "B"
attached hereto

Tax Parcel Number(s): P46056 & 351114-0-007-0409 & P46055 & 351114-0-007-0300 & P46057 & 351114-0-
007-0508

Dated: 2/28/2020
Gene R. Rasmussen
Gene R. Rasmussen

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

201745
FEB 28 2020

Amount Paid \$ *005*
Skagit Co. Treasurer
By *MG* Deputy

Att 19 – Statutory Warranty Deed for Rasmussen
V1

STATE OF WASHINGTON
COUNTY OF SKAGIT

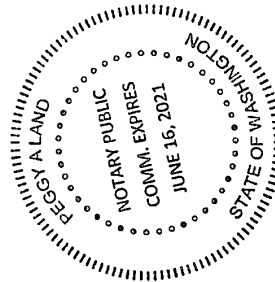
I certify that I know or have satisfactory evidence that Gene R. Rasmussen is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 28 day of February, 2020

Peggy A Land
Signature

Escrow Assist.
Title

My appointment expires: June 16, 2021



Att 19 – Statutory Warranty Deed for Rasmussen
V1

EXHIBIT A
LEGAL DESCRIPTION

Property Address: NHN East Cascade Way, Concrete, WA 98237
Tax Parcel Number(s): P46056 & 351114-0-007-0409 & P46055 & 351114-0-007-0300 & P46057 & 351114-0-007-0508

Property Description:

PARCEL "A":

Tracts 1, 2 and 3 of Short Plat No. 39-74, approved on July 30, 1974, recorded on August 15, 1974, under Auditor's File No. 805004, records of Skagit County, Washington, being a portion of Government Lot 4, in Section 14, and of Government Lot 8 in Section 15, Township 35 North, Range 11 East of W.M.

Situate in County of Skagit, State of Washington.

PARCEL "B":

A non-exclusive easement for ingress, egress, drainage and utilities as described in document recorded on January 29, 1973, under Auditor's File No. 779995, records of Skagit County, Washington.

Situate in County of Skagit, State of Washington.

Statutory Warranty Deed
LPB 10-05

Order No.: 18-1088-KH

Page 3 of 5

EXHIBIT B

18-1088-KH

1. Any adverse claim by reason of any change in the location of the boundaries of said premises which may have resulted from any change in the location of the Cascade River, or its banks, or which may result from such change in the future.

2. Right of the general public to the unrestricted use of all the waters of a navigable body of water, not only for the primary purposes of navigation, but also for corollary purposes, including (but not limited to) fishing, boating, bathing, swimming, water skiing and other related recreational purposes, as those waters may affect the tidelands, shorelands, or adjoining uplands and whether the level of the water has been raised naturally or artificially to a maintained or fluctuating level, all as further defined by the decisional law of this state. (Affects all of the premises subject to such submergence.)

3. Agreement, affecting subject property, regarding road usage and the terms and provisions thereof between Bradsberry Timber and Bellingham Plywood Co., dated 9/24/1945, recorded 9/15/1952 as Auditor's File No. 479844. Said Agreement was actually an assignment of an unrecorded agreement from Bellingham Plywood Co. to Eclipse Lumber Company.

4. Agreement, affecting subject property, regarding road usage and the terms and provisions thereof between Bradsberry Timber Co. and John S. Pankratz, dated 9/10/1946, recorded 7/26/1954 as Auditor's File No. 504382.

5. Easement, affecting a portion of subject property for the purpose of road usage including terms and provisions thereof granted to State of Washington recorded 1/13/1965 as Auditor's File No. 660830

6. Any and all offers of dedications, conditions, restrictions, easements, fence line/boundary discrepancies and encroachments, notes, provisions and/or any other matters as disclosed and/or delineated on the face of the following plat/short plat/survey named Cascade River Park No. 1 recorded 8/21/1963 as Auditor's File No. 639857.

The company calls attention to provisions contained in Washington Uniform Common Interest Ownership Act, Senate Bill 6175 providing that Plats recorded after July 1, 2018, and older Plats that have opted in, that meet the requirements under Senate Bill 6175 will require delivery to the Proposed Purchaser of either a "Public Offering Statement" or "Resale Certificate".

7. Any and all offers of dedications, conditions, restrictions, easements, fence line/boundary discrepancies and encroachments, notes, provisions and/or any other matters as disclosed and/or delineated on the face of the following plat/short plat/survey named Cascade River Park No. 2 recorded 5/17/1966 as Auditor's File No. 682848.

The company calls attention to provisions contained in Washington Uniform Common Interest Ownership Act, Senate Bill 6175 providing that Plats recorded after July 1, 2018, and older Plats that have opted in, that meet the requirements under Senate Bill 6175 will require delivery to the Proposed Purchaser of either a "Public Offering Statement" or "Resale Certificate".

8. Easement, affecting a portion of subject property for the purpose of ingress, egress, drainage and utilities including terms and provisions thereof granted to William Hulbert Mill Co., et al, recorded 1/29/1973 as Auditor's File No. 779995

9. Acknowledgment from Bernard M. Brill, et al, recorded 12/22/1975 as Auditor's File No. 827717 to the effect that the property described herein is subject to the covenants of Cascade River Park No. 1 and Cascade River Park No. 2 among other topics set forth therein.

Statutory Warranty Deed
LPB 10-05

Att 19 – Statutory Warranty Deed for Rasmussen
V1

10. Any and all offers of dedications, conditions, restrictions, easements, fence line/boundary discrepancies and encroachments, notes, provisions and/or any other matters as disclosed and/or delineated on the face of the following plat/short plat/survey named Short Plat No. 39-74 recorded 7/30/1974 as Auditor's File No. 805004.

The company calls attention to provisions contained in Washington Uniform Common Interest Ownership Act, Senate Bill 6175 providing that Plats recorded after July 1, 2018, and older Plats that have opted in, that meet the requirements under Senate Bill 6175 will require delivery to the Proposed Purchaser of either a "Public Offering Statement" or "Resale Certificate".

Statutory Warranty Deed
LPB 10-05

Order No.: 18-1088-KH

Page 5 of 5

202002280116

02/28/2020 01:29 PM Pages: 1 of 7 Fees: \$109.50
Skagit County Auditor

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

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

FEB 28 2020

Amount Paid \$
Skagit Co. Treasurer
By *Mh* Deputy

GUARDIAN NORTHWEST TITLE CO.

18-1088

**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: Tracts 1, 2, & 3, SP# 39-74, AF# 805004, Ptn. GL 4, Sec. 14, Ptn. GL 8,
Sec. 15 both in Township 35 North, Range 4 East, WM

More particularly described in Exhibit "A" (Legal Description), and as
depicted in Exhibit "B" (Property Map).

Assessor's
Property Tax

Parcel Number: P 46055, 46056, and 46057, Skagit County

KC

Att 20 – Deed of Right to Use Land for Salmon Recovery Purposes for Rasmussen
V1

Reference Numbers of Documents Assigned or Released: None.

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 Agreements entered into between the Grantor and the Grantee entitled Upper Skagit Watershed Habitat Acquisition, Project Number 16-1647A signed by the Grantor on the 2nd day of February, 2017 and by the Grantee on the 9th day of February, 2017 and supporting materials which are on file with the Grantor and the Grantee in connection with the Project Agreements.

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 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

Att 20 – Deed of Right to Use Land for Salmon Recovery Purposes for Rasmussen
V1

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 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

KC

Att 20 – Deed of Right to Use Land for Salmon Recovery Purposes for Rasmussen
V1

GRANTEE:

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

By: Kaleen Cottle

Name: Kaleen Cottle

Title: Director

Dated this 3rd day of February, 2020

STATE OF WASHINGTON)
COUNTY OF Thurston)^{ss}

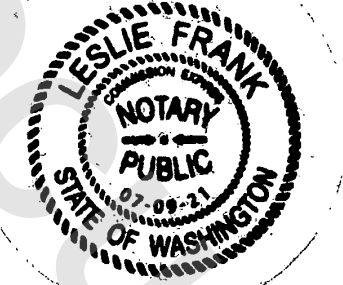
I certify that I know or have satisfactory evidence that Kaleen Cottle is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledge it as the Director for the Recreation and Conservation Office and to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: February 3, 2020

Signed: Leslie Frank

Notary Public in and for the State of Washington,
residing in Thurston County

My commission expires 7-9-



KC

Att 20 – Deed of Right to Use Land for Salmon Recovery Purposes for Rasmussen
V1

EXHIBIT A

Legal Description

The Land referred to herein below is situated in the County of Skagit, State of Washington, and is described as follows:

PARCEL "A"

Tracts 1, 2, and 3 of Short Plat No. 39-74, approved on July 30, 1974, recorded on August 15, 1974, under Auditor's File No. 805004, records of Skagit County, Washington, being a portion of Government Lot 4, in Section 14, and of Government Lot 8 in Section 15, Township 35 North, Range 11 East of W.M.

PARCEL "B"

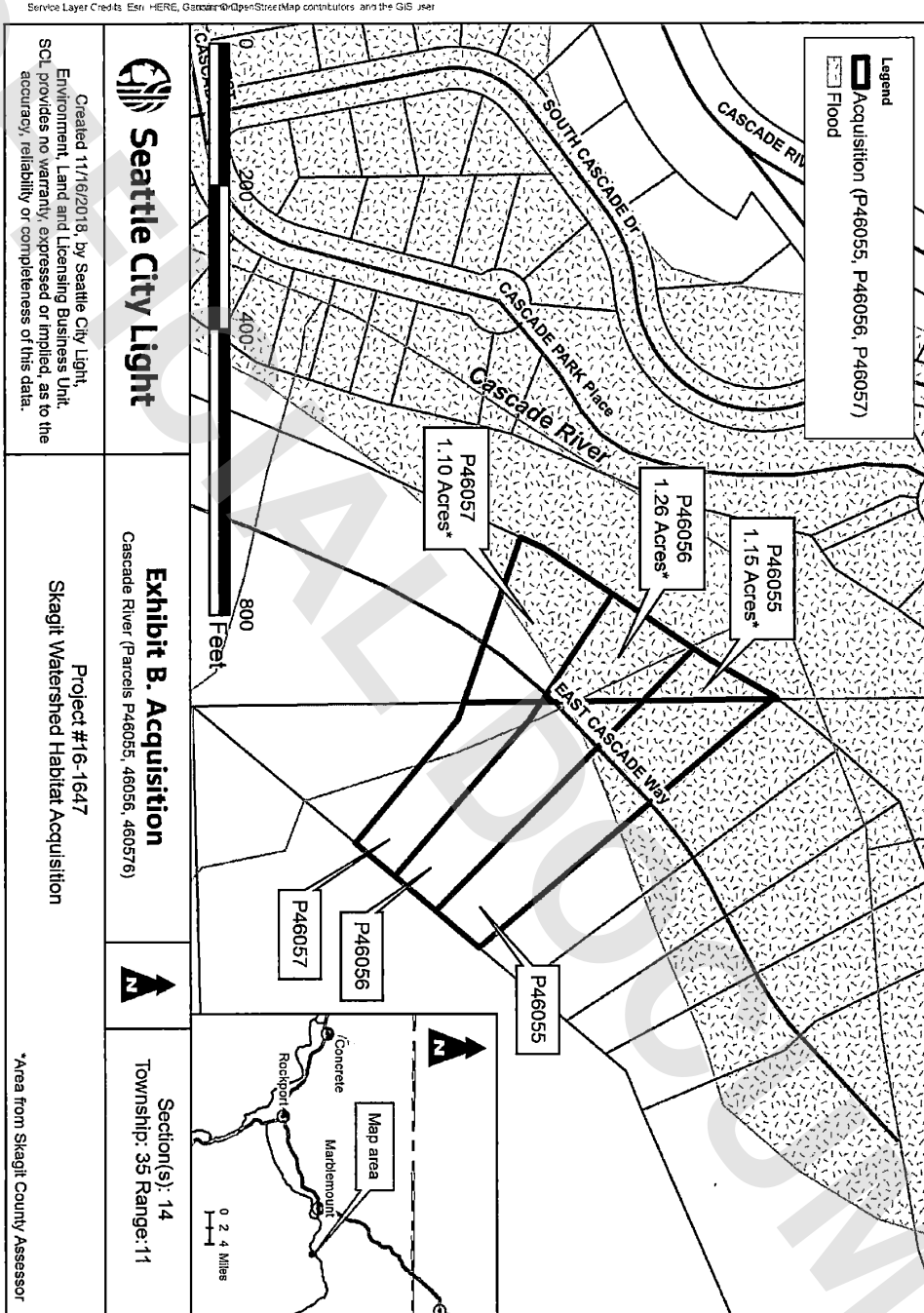
An non-exclusive easement for ingress, egress, drainage and utilities as described in document recorded on January 29, 1973, under Auditor's File No. 779995, records of Skagit County, Washington.

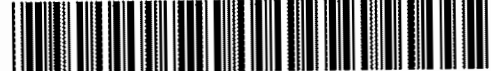
11C

Att 20 – Deed of Right to Use Land for Salmon Recovery Purposes for Rasmussen
V1

RC

Page 7 of 7





202012310107

DEEDS (EXCEPT QCDS)

Rec: \$109.50

12/31/2020 9:27 AM 1 of 7

SNOHOMISH COUNTY, WA

Electronically Recorded

Att 21 - Statutory Warranty Deed for Ring VI

When recorded return to:

The City of Seattle
Seattle City Light
Real Estate Services, Attn Mary Deuts
Smt Room 3338
Po Box 34023
Seattle WA 98124-4023

**STATUTORY WARRANTY DEED STEWART TITLE
863692**

THE GRANTOR(S) Ring Family Limited Partnership, a Washington Partnership, 813 East 8th Street, Port Angeles, WA 98362,

for and in consideration of ten dollars and other valuable consideration

in hand paid, conveys, and warrants to The City of Seattle, a municipal corporation of the State of Washington

the following described real estate, situated in the County Snohomish, State of Washington:

FOR PROPERTY DESCRIPTION SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART
HEREOF.

Abbreviated legal description: Property 1:

Lots 3, 5, 6, 7, 8, 9 and 10, Snohomish County BLA 09-100057BA, Rec 201003310690, Lots 4 and 11, Boundary Line Adjustment No. 11-104139 BA Rec 201107060289; Lots 1 & 2, SCBLA BLA 10-105107 BA, Rec 201007220318, being Ptn's of SE 25-32-9E, in Snohomish County, Washington

This conveyance is subject to covenants, conditions, restrictions and easements, if any, affecting title, which may appear in the public record, including those shown on any recorded plat or survey as described in Exhibit "B" attached hereto

Tax Parcel Number(s): 32092500401200 & 32092500401100 & 32092500401000 & 32092500400800 & 32092500400700 & 32092500400200 & 32092500400500 & 32092500400900 & 32092500400600 & 32092500100400 & 32092500101600

Dated: 12/23/2020

Ring Family Limited Partnership, a Washington Partnership

By: [Signature]
Ring Family Group LLC, a WA LLC General Partner By: Riley Fogarty, Vice President, Authorized Agent

By: _____
Ring Family Group LLC, a WA LLC General Partner By: Monica Zuckett, Treasurer, Authorized Agent

Statutory Warranty Deed
LPB 10-05

Thank you for your payment.
E154422 \$8,218.60
BRUCE E. 12/31/2020

Att 21 – Statutory Warranty Deed for Ring
V1

When recorded return to:

The City of Seattle
PO Box 34023
Seattle WA 98124-4023

STATUTORY WARRANTY DEED

THE GRANTOR(S) Ring Family Limited Partnership, a Washington Partnership, 813 East 8th Street, Port Angeles, WA 98362,

for and in consideration of **ten dollars and other valuable consideration**

in hand paid, conveys, and warrants to The City of Seattle, a municipal corporation of the State of Washington the following described real estate, situated in the County Snohomish, State of Washington:

FOR PROPERTY DESCRIPTION SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Abbreviated legal description: Property 1:

Lots 3, 5, 6, 7, 8, 9 and 10, Snohomish County BLA 09-100057BA, Rec 201003310690, Lots 4 and 11, Boundary Line Adjustment No. 11-104139 BA Rec 201107060289; Lots 1 & 2, SCBLA BLA 10-105107 BA, Rec 201007220318, in Snohomish County, Washington

This conveyance is subject to covenants, conditions, restrictions and easements, if any, affecting title, which may appear in the public record, including those shown on any recorded plat or survey as described in Exhibit "B" attached hereto

Tax Parcel Number(s): 32092500401200 & 32092500401100 & 32092500401000 & 32092500400800 & 32092500400700 & 32092500400200 & 32092500400500 & 32092500400900 & 32092500400600 & 32092500100400 & 32092500101600

Dated: 12/31/2020

Ring Family Limited Partnership, a Washington Partnership

By: _____
Ring Family Group LLC, a WA LLC General Partner By: Riley Fogarty, Vice President, Authorized Agent

By: Monica Zuckett
Ring Family Group LLC, a WA LLC General Partner By: Monica Zuckett, Treasurer, Authorized Agent

Statutory Warranty Deed
LPB 10-05

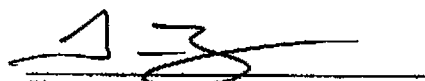
Order No. 20 0012 43

Att 21 – Statutory Warranty Deed for Ring
V1

STATE OF WASHINGTON
COUNTY OF ~~SKAGIT~~ KING

I certify that I know or have satisfactory evidence that Ring Family Group LLC, a WA LLC General Partner By: Riley Fogarty, Vice President and Ring Family Group LLC, a WA LLC General Partner By: Monica Zuckett, Treasurer, Authorized Agents of Ring Family Limited Partnership is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 23RD day of December, 2020


Signature

NOTARY PUBLIC
Title

My appointment expires: 01/07/2021



Att 21 – Statutory Warranty Deed for Ring
VI

STATE OF WASHINGTON
COUNTY OF ~~SNOHOMISH~~ *Clallam*

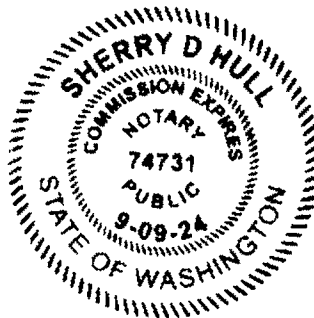
I certify that I know or have satisfactory evidence that Ring Family Group LLC, a WA LLC General Partner By: Riley Fogarty, Vice President, Authorized Agent of Ring Family Limited Partnership is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 23rd day of December, 2020

Sherry D. Hull
Signature

Accountant
Title

My appointment expires: *9/9/24*



Statutory Warranty Deed
LPB 10-05

Order No.: 20-8913-KH

Page 2 of 5

Att 21 – Statutory Warranty Deed for Ring
V1

**EXHIBIT A
LEGAL DESCRIPTION**

Property Address: NHN North Sauk River Road, Darrington, WA 98241
Tax Parcel Number(s): 32092500401200 & 32092500401100 & 32092500401000 & 32092500400800 &
32092500400700 & 32092500400200 & 32092500400500 & 32092500400900 & 32092500400600 &
32092500100400 & 32092500101600

Property Description:

Parcel A:

Lot 11, Boundary Line Adjustment No. 11-104139 BA according to the plat thereof recorded under Snohomish County Recording No(s) 201107060289, being a portion of the Southeast quarter of Section 25, Township 32 North, Range 9 East, W.M., records of Snohomish County, Washington.

Parcel B:

Lot 10, Snohomish County Boundary Line Adjustment BLA 09-100057BA, recorded under Auditor's No. 201003310690, being a portion of the Southeast quarter of Section 25, Township 32 North, Range 9 East, W.M., records of Snohomish County, Washington;

Parcel C:

Lot 8, Snohomish County Boundary Line Adjustment BLA 09-100057BA, recorded under Auditor's No. 201003310690, being a portion of the Southeast quarter of Section 25, Township 32 North, Range 9 East, W.M., records of Snohomish County, Washington;

Parcel D:

Lot 6, Snohomish County Boundary Line Adjustment BLA 09-100057BA, recorded under Auditor's No. 201003310690, being a portion of the Southeast quarter of Section 25, Township 32 North, Range 9 East, W.M., records of Snohomish County, Washington;

Parcel E:

Lot 4, Boundary Line Adjustment No. 11-104139 BA according to the plat thereof recorded under Snohomish County Recording No(s) 201107060289, being a portion of the Southeast quarter of Section 25, Township 32 North, Range 9 East, W.M., records of Snohomish County, Washington.

Parcel F:

Lot 9, Snohomish County Boundary Line Adjustment BLA 09-100057BA, recorded under Auditor's No. 201003310690, being a portion of the Southeast quarter of Section 25, Township 32 North, Range 9 East, W.M., records of Snohomish County, Washington;

Parcel G:

Lot 3, Snohomish County Boundary Line Adjustment BLA 09-100057BA, recorded under Auditor's No. 201003310690, being a portion of the Southeast quarter of Section 25, Township 32 North, Range 9 East, W.M., records of Snohomish County, Washington;

Parcel H:

Statutory Warranty Deed
LPB 10-05

Order No. 20 2013 211

Att 21 – Statutory Warranty Deed for Ring
V1

Lot 7, Snohomish County Boundary Line Adjustment BLA 09-100057BA, recorded under Auditor's No. 201003310690, being a portion of the Southeast quarter of Section 25, Township 32 North, Range 9 East, W.M., records of Snohomish County, Washington;

Parcel I:

Lot 5, Snohomish County Boundary Line Adjustment BLA 09-100057BA, recorded under Auditor's No. 201003310690, being a portion of the Southeast quarter of Section 25, Township 32 North, Range 9 East, W.M., records of Snohomish County, Washington;

Parcel J:

Lot 1, Snohomish County Boundary Line Adjustment BLA 10-105107 BA, recorded under Auditor's No. 201007220318, being a portion of the Southeast quarter of the Northeast quarter of Section 25, Township 32 North, Range 9 East, W.M., records of Snohomish County, Washington.

Parcel K:

Lot 2, Snohomish County Boundary Line Adjustment BLA 10-105107 BA, recorded under Auditor's No. 201007220318, being a portion of the Southeast quarter of the Northeast quarter of Section 25, Township 32 North, Range 9 East, W.M., records of Snohomish County, Washington.

Situate in the County of Snohomish, State of Washington.

Att 21 – Statutory Warranty Deed for Ring
VI

EXHIBIT B

20-8913-KH

1. Right to make necessary slopes for cuts or fills upon property herein described as granted in deed recorded under Instrument Number 713105.
2. Easement granted to United States of America, as more fully set forth in the document recorded as Instrument No. 891147.
3. Reservation of oil, gas, or other minerals as set forth in instrument number 1116455, and all rights and easements appertaining thereto in favor of the holder of said interest and any party claiming by, through or under said holder. The Company makes no representation as to the present ownership of this interest.

The above has been amended or extended under document recorded under Instrument No. 199909140175

4. Easement granted to County of Snohomish, as more fully set forth in the document recorded as Instrument No. 201002020250.

Said easement supersedes and replaces easement recorded under Auditor's No. 200910300499.

5. Boundary Line Adjustment and the terms and conditions thereof recorded under Instrument No. 201003310690
6. Survey and the terms and conditions thereof, recorded under Instrument Number 201003315001.
7. Private Waterfront Access Easement including terms and conditions thereof as recorded in Instrument No. 201003310691.
8. Boundary Line Adjustment and the terms and conditions thereof recorded under Instrument No. 201107060289.
9. Rights of the State of Washington in and to that portion of the premises, if any, lying below the line of ordinary high tide or ordinary high water of the Sauk River, as said line exists today or may have existed in the past.
10. Any prohibition or limitation on the use, occupancy or improvements of the land resulting from the rights of the public or riparian owners to use any waters which may cover the land or to use any portion of the land which is now or may formerly have been covered by water.
11. The right of use, control or regulation by the United States of America in exercise of power over commerce, navigation and fisheries.
12. Any question that may arise due to the shifting or change in the course of the Sauk River or due to the river having shifted or changed its course.

Statutory Warranty Deed
LPB 10-05

Order No.: 20-8913-KH

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