



SEATTLE CITY COUNCIL

Legislative Summary

CB 119163

Record No.: CB 119163

Type: Ordinance (Ord)

Status: Passed

Version: 1

Ord. no: Ord 125497

In Control: City Clerk

File Created: 11/07/2017

Final Action: 12/15/2017

Title: AN ORDINANCE relating to the City Light Department; accepting statutory warranty deeds to the Citipoint Church, GKI Properties, LLC, the Martin, Nelson, Taylor, and Voegtlin-Anderson properties in Skagit County, Washington, the Crawley and Wright properties in Snohomish County, Washington, and a treasurer's deed for a Skagit County property in Skagit 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; ratifying the grants of Deeds of Right to the State of Washington on the Crawley, GKI Properties, LLC, and Voegtlin-Anderson properties for salmon recovery and conservation purposes; placing said lands under the jurisdiction of the City Light Department; and ratifying and confirming certain prior acts.

Date

Notes:

Filed with City Clerk:

Mayor's Signature:

Sponsors: Sawant

Vetoed by Mayor:

Veto Overridden:

Veto Sustained:

Attachments: Att A - Statutory Warranty Deed Citipoint Church Grantor, Att B - Statutory Warranty Deed GKI Properties LLC Grantor, Att C - Deed of Right to Use Parcel 18889 Skagit County, Att D - Martin Statutory Warranty Deed, Att E - Nelson Statutory Warranty Deed, Att F - Olson Skagit County Treasurer Tax Deed P51977, Att G - Taylor Statutory Warranty Deed, Att H - Voegtlin-Anderson Statutory Warranty Deed, Att I - Voegtlin-Anderson Deed of Right, Att J - Crawley Statutory Warranty Deed, Att K - Crawley Deed of Right, Att L - Wright Statutory Warranty Deed

Drafter: Denise.Krownbell@seattle.gov

Filing Requirements/Dept Action:

History of Legislative File

Legal Notice Published: ☐ Yes ☐ No

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Mayor	11/21/2017	Mayor's leg transmitted to Council	City Clerk			

- 1 City Clerk 11/21/2017 sent for review Council
President's Office
Action Text: The Council Bill (CB) was sent for review. to the Council President's Office
Notes:
- 1 Council President's Office 11/29/2017 sent for review Energy and
Environment
Committee
Action Text: The Council Bill (CB) was sent for review. to the Energy and Environment Committee
Notes:
- 1 Full Council 12/04/2017 referred Energy and
Environment
Committee
Action Text: The Council Bill (CB) was referred. to the Energy and Environment Committee
Notes:
- 1 Energy and Environment Committee 12/06/2017 pass Pass
Action Text: The Committee recommends that Full Council pass the Council Bill (CB).
Notes: A public hearing was held.
In Favor: 3 Vice Chair Juarez, Member González , Mosqueda
Opposed: 0
- 1 Full Council 12/11/2017 passed Pass
Action Text: The Council Bill (CB) was passed by the following vote, and the President signed the Bill:
In Favor: 7 Councilmember Bagshaw, Councilmember González , Council
President Harrell, Councilmember Herbold, Councilmember Johnson,
Councilmember Mosqueda, Councilmember O'Brien
Opposed: 0
- 1 City Clerk 12/15/2017 submitted for Mayor
Mayor's signature
- 1 Mayor 12/15/2017 Signed
- 1 Mayor 12/15/2017 returned City Clerk
- 1 City Clerk 12/15/2017 attested by City Clerk
Action Text: The Ordinance (Ord) was attested by City Clerk.
Notes:
-

CITY OF SEATTLE

ORDINANCE 125497

COUNCIL BILL 119163

AN ORDINANCE relating to the City Light Department; accepting statutory warranty deeds to the Citipoint Church, GKI Properties, LLC, the Martin, Nelson, Taylor, and Voegtlin-Anderson properties in Skagit County, Washington, the Crawley and Wright properties in Snohomish County, Washington, and a treasurer's deed for a Skagit County property in Skagit 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; ratifying the grants of Deeds of Right to the State of Washington on the Crawley, GKI Properties, LLC, and Voegtlin-Anderson properties 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 Early Action Program, which was approved by Resolution 29905; and

WHEREAS, under authority of Ordinance 121114, the City Light Department ("City Light") acquired the Citipoint Church, Crawley, GKI Properties, LLC, Martin, Nelson, Skagit County, Taylor, Wright, and Voegtlin-Anderson properties in the Skagit River watershed; and

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

WHEREAS, City Light's purchase of the Voegtlin-Anderson property in the Skagit River watershed was counted as a match towards the Salmon Recovery Funding Board (SRFB) grants used for purchases under the Early Action Program in 2016; and

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

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

7 Section 1. The Statutory Warranty Deed executed by Citipoint Church North Cascade,
8 Michael A. Acker, President, on May 26, 2012, as Grantor, recorded under Skagit County
9 Auditor's File Number 201605270174, a copy of which is included as Attachment A to this
10 ordinance, conveying approximately 0.5 acres located along the Skagit River to The City of
11 Seattle, is hereby accepted; and the real property conveyed therein is placed under the
12 jurisdiction of the City Light Department.

13 Section 2. The Statutory Warranty Deed executed by GKI Properties, LLC, Donald C.
14 Tillman, managing member, and Anna M. Tillman, member, on April 29, 2016, as Grantors,
15 recorded under Skagit County Auditor's File Number 201605020140, a copy of which is
16 included as Attachment B to this ordinance, conveying approximately 40 acres located along the
17 Sauk River to The City of Seattle, is hereby accepted; and the real property conveyed therein is
18 placed under the jurisdiction of the City Light Department, and pursuant to RCW 35.94.040 and
19 after public hearing, the Deed of Right for said property executed by the City Light Department
20 on May 2, 2016, as Grantor and State of Washington as Grantee, recorded under Skagit County
21 Auditor's File Number 201605050081, a copy of which is included as Attachment C to this
22 ordinance, is hereby ratified in fulfillment of SRFB Grant, Project Number 11-1536A and SRFB
23 Grant, Project Number 13-1576A.

1 Section 3. The Statutory Warranty Deed executed by Shirley B. Martin on April 22,
2 2016, as Grantor, recorded under Skagit County Auditor's File Number 201604290078, a copy
3 of which is included as Attachment D to this ordinance, conveying approximately 0.5 acres
4 located along the Skagit River to The City of Seattle, is hereby accepted; and the real property
5 conveyed therein is placed under the jurisdiction of the City Light Department.

6 Section 4. The Statutory Warranty Deed executed by Keith A. Nelson and Judith M.
7 Nelson on January 21, 2016, as Grantors, recorded under Skagit County Auditor's File Number
8 201601260116, a copy of which is included as Attachment E to this ordinance, conveying
9 approximately 2.7 acres located along the Skagit River to The City of Seattle, is hereby accepted;
10 and the real property conveyed therein is placed under the jurisdiction of the City Light
11 Department.

12 Section 5. The Treasurer's Deed executed by Katie Jungquist, Skagit County Treasurer,
13 on December 2, 2016, as Grantor, recorded under Skagit County Auditor's File Number
14 201612050110, a copy of which is included as Attachment F to this ordinance, conveying
15 approximately 11.6 acres located along the Skagit River to The City of Seattle, is hereby
16 accepted; and the real property conveyed therein is placed under the jurisdiction of the City Light
17 Department.

18 Section 6. The Statutory Warranty Deed executed by Robert A. Taylor and Karen L.
19 Taylor on May 18, 2016, as Grantors, recorded under Skagit County Auditor's File Number
20 201606060149, a copy of which is included as Attachment G to this ordinance, conveying
21 approximately 4.6 acres located along the Skagit River to The City of Seattle, is hereby accepted;
22 and the real property conveyed therein is placed under the jurisdiction of the City Light
23 Department.

1 Section 7. The Statutory Warranty Deed executed by Mary Voegtlin-Anderson and
2 William H. Voegtlin on August 18, 2016, as Grantors, recorded under Skagit County Auditor's
3 File Number 201608190054, a copy of which is included as Attachment H to this ordinance,
4 conveying approximately 2.3 acres located along the Skagit River to The City of Seattle, is
5 hereby accepted; and the real property conveyed therein is placed under the jurisdiction of the
6 City Light Department, and pursuant to RCW 35.94.040 and after public hearing, the Deed of
7 Right for said property executed by the City Light Department on August 12, 2016, as Grantor
8 and State of Washington as Grantee, recorded under Skagit County Auditor's File Number
9 201608190055, a copy of which is included as Attachment I to this ordinance, is hereby ratified
10 in fulfillment of SRFB Grant, Project Number 13-1576A.

11 Section 8. The Statutory Warranty Deed executed by Charles T. Crawley on February 2,
12 2016, as Grantor, recorded under Snohomish County Auditor's File Number 201602040299, a
13 copy of which is included as Attachment J to this ordinance, conveying approximately 10 acres
14 located along the Sauk River to The City of Seattle, is hereby accepted; and the real property
15 conveyed therein is placed under the jurisdiction of the City Light Department, and pursuant to
16 RCW 35.94.040 and after public hearing, the Deed of Right for said property executed by the
17 City Light Department on January 4, 2015, as Grantor and State of Washington as Grantee,
18 recorded under Snohomish County Auditor's File Number 201603210265, a copy of which is
19 included as Attachment K to this ordinance, is hereby ratified in fulfillment of SRFB Grant,
20 Project Number 11-1536A.

21 Section 9. The Statutory Warranty Deed executed by Joseph E. Wright on May 26, 2016,
22 as Grantor, recorded under Snohomish County Auditor's File Number 201606100863, a copy of
23 which is included as Attachment L to this ordinance, conveying approximately 3.49 acres located

1 along the Sauk River to The City of Seattle, is hereby accepted; and the real property conveyed
2 therein is placed under the jurisdiction of the City Light Department.

3 Section 10. Any act pursuant to the authority and prior to the effective date of this
4 ordinance is hereby ratified and confirmed.

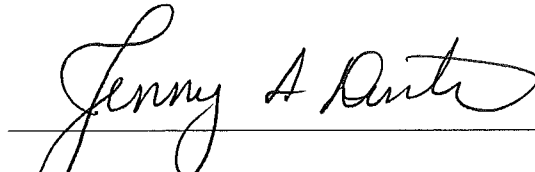
Section 11. This ordinance shall take effect and be in force 30 days after its approval by the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it shall take effect as provided by Seattle Municipal Code Section 1.04.020.

Passed by the City Council the 11th day of December, 2017,
and signed by me in open session in authentication of its passage this 11th day of
December, 2017.



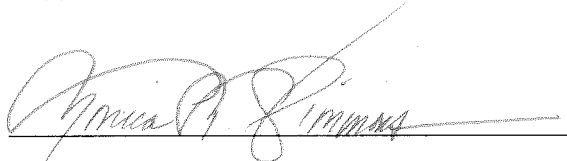
President _____ of the City Council

Approved by me this 15th day of December, 201__.



Jenny A. Durkan, Mayor

Filed by me this 15th day of December, 201__.



Monica Martinez Simmons, City Clerk

(Seal)

Attachments:

Att A - Statutory Warranty Deed Citipoint Church Grantor

Att B - Statutory Warranty Deed GKI Properties LLC Grantor

- 1 Att C - Deed of Right to Use Parcel 18889 Skagit County
- 2 Att D - Martin Statutory Warranty Deed
- 3 Att E - Nelson Statutory Warranty Deed
- 4 Att F - Olson Skagit County Treasurer Tax Deed P51977
- 5 Att G - Taylor Statutory Warranty Deed
- 6 Att H - Voegtlin-Anderson Statutory Warranty Deed
- 7 Att I - Voegtlin-Anderson Deed of Right
- 8 Att J - Crawley Statutory Warranty Deed
- 9 Att K - Crawley Deed of Right
- 10 Att L - Wright Statutory Warranty Deed



201605270174

Skagit County Auditor \$74.00
5/27/2016 Page 1 of 2 3:52PM

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

Recorded at the request of:
Guardian Northwest Title
File Number: 110673

Statutory Warranty Deed

110673
GUARDIAN NORTHWEST TITLE CO.

THE GRANTOR Citipoint Church North Cascade who aquired Marblemount Assembly of God (Held in trust by the Northwest District of the Assemblies of God) 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 4, "CAREFREE ACRES, SUBDIVISION NO. 1"

Tax Parcel Number(s): P63486, 3870-000-004-0007

Lot 4, "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 per Exhibit "A" attached hereto

Dated 5-26-16

Citipoint Church North Cascade

By: Michael A. Acker, President

By: Robert Menezes, Treasurer

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

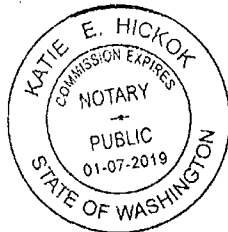
20162151
MAY 27 2016

STATE OF Washington)
COUNTY OF Skagit) SS:

Amount Paid \$ 85.10
Skagit Co. Treasurer
By [Signature] Deputy

I certify that I know or have satisfactory evidence that Michael A. Acker and Robert Menezes is the person who appeared before me, and said person acknowledged that they signed this instrument and acknowledged it as the President and Treasurer of Citipoint Church North Cascade, to be the free and voluntary act of such party(ies) for the uses and purposes mentioned in this instrument.

Dated: 5-26-16



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

Exhibit A

Form No. 1068-2
ALTA Plain Language Commitment

Commitment No.: 110673
6-0-10

SCHEDULE "B-1"

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: September 28, 1964
Auditor's No.: 656389

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.

When recorded return to:
Seattle City Light
Real Estate Services
Attn: Mary Davis, SMT Room 3338
700 - 5th Avenue, Suite 3200
PO Box 34023
Seattle, WA 98124-4023

Recorded at the request of:
Guardian Northwest Title
File Number: 109324

201605020140
Skagit County Auditor \$74.00
5/2/2016 Page 1 of 2 3:28PM

Statutory Warranty Deed 109324
GUARDIAN NORTHWEST TITLE CO.

THE GRANTOR, GKI 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 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 32, Township 33 North, Range 10 East; NE SE

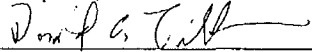
Tax Parcel Number(s): P18889, 331032-4-001-0002

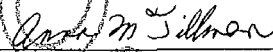
The Northeast quarter of the Southeast quarter of Section 32, Township 33 North, Range 10 East of W.M.

TOGETHER WITH an easement for ingress and egress as conveyed in document recorded on November 5, 1991, under Auditor's File No. 9111050071.
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 per Exhibit "A" attached hereto

Dated 4-29-16

GKI Properties, LLC


By: Donald C. Tillman, Managing Member

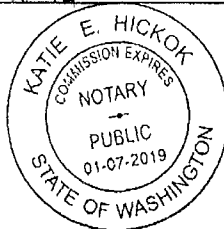

By: Anna M. Tillman, Member

STATE OF Washington }
COUNTY OF Skagit } SS:

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX
\$2016.1722
MAY 02 2016
Amount Paid \$ 2105.40
By Skagit Co. Treasurer
Katie Hickok Deputy

I certify that I know or have satisfactory evidence that Donald C. Tillman is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it as the Managing Member of GKI Properties, LLC, to be the free and voluntary act of such party(ies) for the uses and purposes mentioned in this instrument.

Dated: 4-29-16



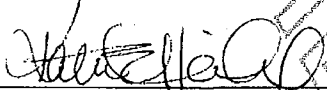

Katie Hickok
Notary Public in and for the State of Washington
Residing at , Washington
My appointment expires: 1/07/2019

Exhibit A

EXCEPTIONS:

A. AGREEMENT. AND THE TERMS AND PROVISIONS THEREOF:

Between: Ed Inman, a single man
And: Donald C. Tillman and Anna M. Tillman, husband and wife
Dated: October 26, 1991
Recorded: November 5, 1991
Auditor's No.: 9111050071
Regarding: Easement for ingress and egress

B. 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: July 13, 2001
Auditor's No.: 200107130073
Affects: A portion of subject property and other lands

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: Record of Survey
Recorded: December 28, 2005
Auditor's No.: 200512280072
Affects: Subject property

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: Sauk River and Unnamed Creeks

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. 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.



201605050081

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

Skagit County Auditor

\$79.00

5/5/2016 Page

1 of

7 1:49PM

**SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX**

MAY 05 2016

Amount Paid \$
Skagit Co. Treasurer
By *M. Dubroski* Deputy

GUARDIAN NORTHWEST TITLE CO.

109324

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

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

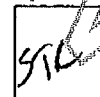
Grantee: STATE OF WASHINGTON, acting by and through the WASHINGTON
STATE SALMON RECOVERY FUNDING BOARD and the
WASHINGTON STATE RECREATION AND CONSERVATION
OFFICE, including any successor agencies.

Abbreviated
Legal

Description: **P18889**
Section 32, Township 33 North, Range 10 East, NE SE 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(s): P 18889, 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 Tier 1 & Tier 2 Floodplain Acquisition II, Project Number 11-1536A, signed by the Grantor on the 13th day of March, 2012 and by the Grantee on the 26th day of March, 2012; and, Upper Skagit Watershed Habitat Protection, Project Number 13-1576A, signed by the Grantor on the 18th day of December, 2013 and by the Grantee on the 31st day of December, 2013, 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 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

GRANTOR:

City of Seattle acting by and through Seattle City Light Department

By: Lynn Best

Name: Lynn Best

Title: Environmental Affairs and Real Estate Division Director

Dated this 2 day of May, 2016

STATE OF WASHINGTON

COUNTY OF KING

I certify that I know or have satisfactory evidence that Lynn Best is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledge it as the Environmental Affairs and Real Estate Division Director for the Sponsor, City of Seattle and to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

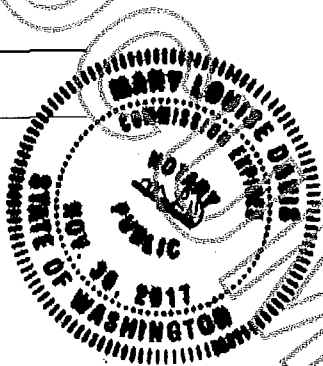
Dated: May 2nd, 2016

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, 2017



STC

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 25th day of April, 2016

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: April 25, 2016

Signed: Leslie Ann Frank

Notary Public in and for the State of Washington,

residing in Thurston County

My commission expires 7-9-17

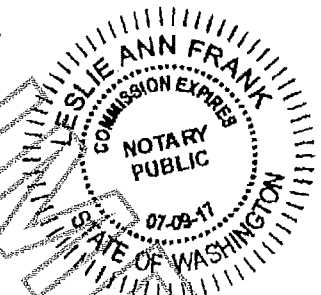


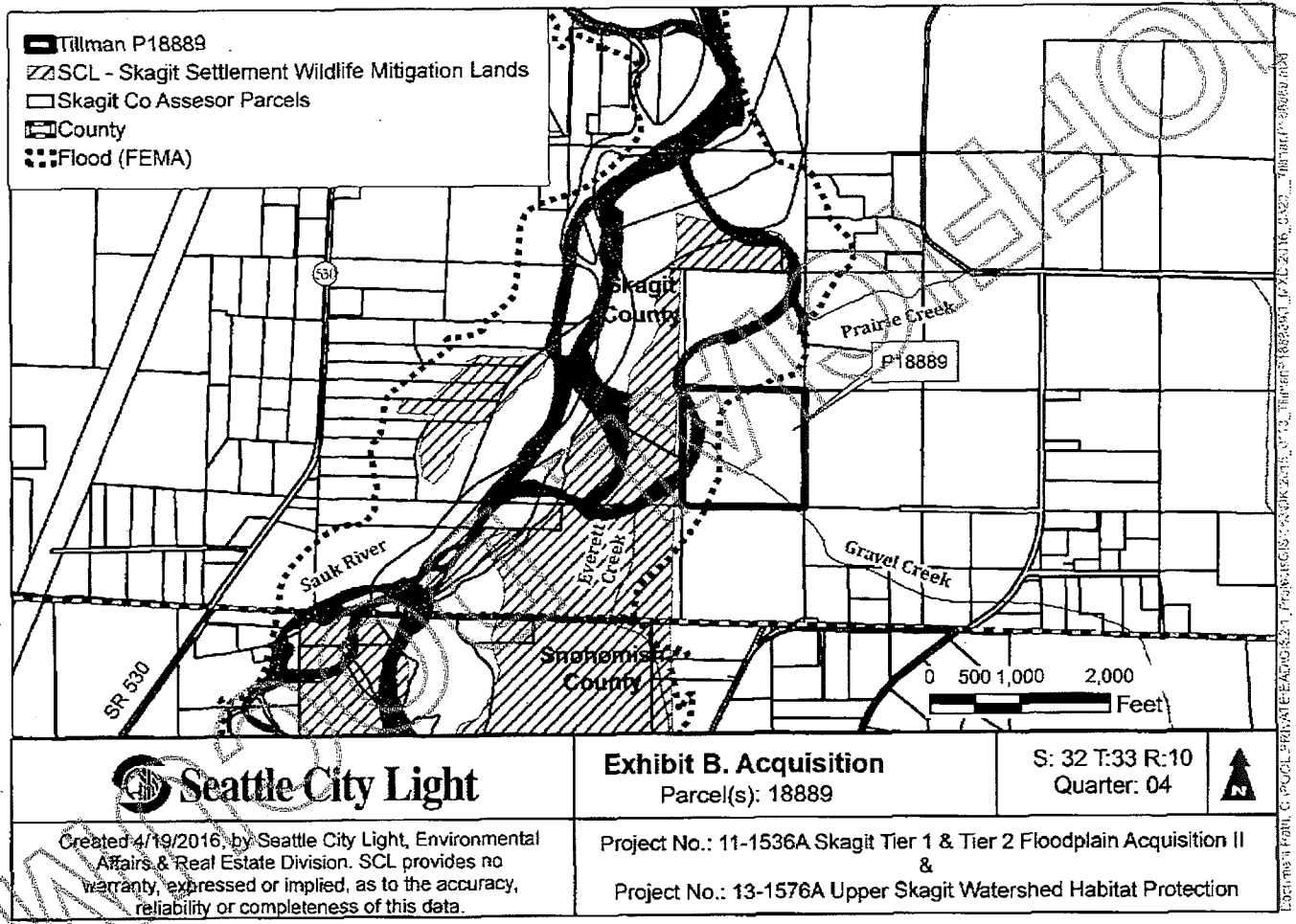
Exhibit A: Legal Description

Real property in the County of Skagit, State of Washington, described as follows:

The Northeast quarter of the Southeast quarter of Section 32, Township 33 North, Range 10 East
of W.M.

TOGETHER WITH an easement for ingress and egress as conveyed in document recorded on
November 5, 1991, under Auditor's File No. 9111050071.







Skagit County Auditor \$74.00
4/29/2016 Page 1 of 2 10:51AM

When recorded return to:
The City of Seattle
Real Estate Services
Attn: Mary Davis SMT Room 3338
700 5th Avenue, Suite 3200
Po Box 34023
Seattle, WA 98124-4023

Recorded at the request of:
Guardian Northwest Title
File Number: 110980

GUARDIAN NORTHWEST TITLE CO.
Statutory Warranty Deed 110980

THE GRANTOR Shirley B. Martin, as her separate estate for and in consideration of TEN DOLLARS AND OTHER GOOD AND 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 of Skagit, State of Washington

Abbreviated Legal:
Lot 19, Div. 1, Carefree Acres

Tax Parcel Number(s): P63500, 3870-000-019-0000

Lot 19, Division 1, "CAREFREE ACRES" as per plat recorded in Volume 8 of Plats, at page 62, in the 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 4-22-16

Shirley B Martin
Shirley B. Martin

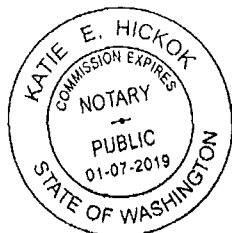
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX
2016 1640
APR 29 2016

Amount Paid \$ 85.10
Skagit Co. Treasurer
By mm Deputy

STATE OF Washington)
COUNTY OF Skagit) SS:

I certify that I know or have satisfactory evidence that Shirley B. Martin, 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: 4-22-16



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

Exhibit A
SCHEDULE "B-1"

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: September 28, 1971
Auditor's No.: 758542

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.



201601260116
Skagit County Auditor
1/26/2016 Page 1 of 3 1:36PM \$75.00

When recorded return to:
The City of Seattle
700 5th Avenue, Suite 3200, P.O. Box 34023
Seattle, WA 98124

Recorded at the request of:
Guardian Northwest Title
File Number: 110239

Statutory Warranty Deed

110239
GUARDIAN NORTHWEST TITLE CO.

THE GRANTORS Keith A. Nelson and Judith M. Nelson, Husband and Wife for and in consideration of TEN DOLLARS AND OTHER GOOD AND 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 of Skagit, State of Washington

Abbreviated Legal:

Section 22, Township 35 North, Range 10 East; Ptn. Gov't Lots 5 and 6

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): P45438, 351022-0-017-0317

Dated 1/21/2016

Keith A. Nelson
Keith A. Nelson

Judith M. Nelson
Judith M. Nelson

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX
2016240
JAN 26 2016

STATE OF Washington
COUNTY OF knug) SS:

Amount Paid \$ 628.00
Skagit Co. Treasurer
By JLM Deputy

I certify that I know or have satisfactory evidence that Keith A. Nelson and Judith M. Nelson, 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: 1/21/16

Ella Bagdasaryan
Printed Name: _____
Notary Public in and for the State of Washington
Residing at Seattle
My appointment expires: 08/06/18

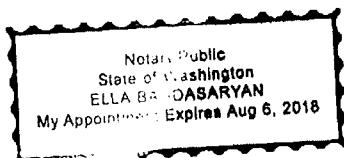


EXHIBIT A

A portion of that certain tract of land located in Government Lots 5 and 6, of Section 22, Township 35 North, Range 10 East, W.M., as described and recorded in the Auditor's Office, Skagit County, Washington, under File No. 729123.

Said portion being all of the above referenced tract lying Southerly and Westerly of the following described line:

Beginning at a point lying 107.50 feet North and 2851.86 feet West of the Southeast corner of said Section 22 (East line of said Section bears North 1 degree 18'04" East); thence North 34 degrees 25' West to the Skagit River; thence South 34 degrees 25' East on a line projected through said point, to the South line of said Section 22 EXCEPT that portion lying Southerly and Westerly of the following described line;

Beginning at a point lying 107.50 feet North and 3187.47 feet West of said Southeast corner of Section 22; thence North 28 degrees 06' West to the Skagit River; thence 28 degrees 06' East on a projected line through said point, to the South line of said Section 22; together with a 60 foot wide roadway easement for ingress and egress, lying 30 feet on each side of the following described center line:

Beginning at said point lying 107.50 feet North and 2851.86 feet West of said Southeast corner of Section 22; thence East, a distance of 536.20 feet; thence South 84 degrees 48'32" East a distance of 211.50 feet to a point on the Westerly line of a strip of land 50 feet in width conveyed to Skagit County for roadway as recorded under File No. 662532.

Exhibit B

EXCEPTIONS:

A. 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

B. 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.)

C. EASEMENT, INCLUDING TERMS AND PROVISIONS THEREOF:

Grantee: City of Seattle
Recorded: May 22, 1930
Auditor's No. 234018
Purpose: Transmission line
Area Affected: Southerly portion of access easement

D. EASEMENT, INCLUDING TERMS AND PROVISIONS THEREOF:

Grantee: City of Seattle
Recorded: June 5, 1952
Auditor's No. 475966
Purpose: Patrol road
Area Affected: Within limits of transmission line right of way

E. Terms and conditions of Easement Agreement recorded under Auditor's File No. 722047. Said agreement affects access road.

F. EASEMENT AND PROVISIONS CONTAINED THEREIN AS CREATED OR DISCLOSED INSTRUMENT:

In Favor Of: Willie Raymond Smith and Dolly E. Smith
(wife)
Recorded: August 11, 1970
Auditor's No.: 742227
For: Roadway easement
Affects: 60 foot wide easement lying 30 feet each side
of the following described centerline:

"Beginning at a point on the Northeasterly line of said property, said point lying 107.50 feet North and 2851.86 feet West of said Southeast corner of Section 22; thence West 335.61 feet to a point on the Southwesterly line of said property".

Guardian Northwest Title and Escrow, Agent for
First American Title Insurance Company

GIVEN under my hand and seal of office this 2nd day of December A.D., 2016.

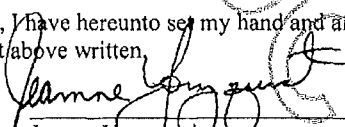


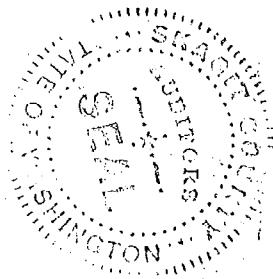

Katie Jungquist, Skagit County Treasurer

STATE OF WASHINGTON, }
County of Skagit }

On this 2nd day of December A.D., 2016, before me, the undersigned County Auditor in and for said county and state, personally appeared Katie Jungquist, to me personally known and known to me to be the Treasurer of Skagit County, Washington, and the person described in and who executed the foregoing instrument and she acknowledged to me that she signed and executed the same as Treasurer of said county, as her free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.


Jeanne Youngquist
Skagit County Auditor



When recorded return to:
City of Seattle
Real Estate Services
Attn Mary Davis SMT Room 3338
700 - 5th Ave Ste 3200/PO Box 34023
Seattle, WA 98124-4023

Recorded at the request of:
Guardian Northwest Title
File Number: 110597



201606060149

Skagit County Auditor \$76.00
6/6/2016 Page 1 of 4 1:37PM

Statutory Warranty Deed

110597
GUARDIAN NORTHWEST TITLE CO.

THE GRANTORS Robert A. Taylor and Karen L. Taylor, husband and wife for and in consideration of TEN DOLLARS AND OTHER GOOD AND 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 of Skagit, State of Washington

Abbreviated Legal:

Section 22, Township 35 North, Range 10 East; Ptn. Gov't Lot 7

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): P45427, 351022-0-011-0008, P45446, 351022-0-023-0004

Dated 5-18-16

Robert A. Taylor

Karen L. Taylor

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX
5016 2286
JUN 06 2016

STATE OF Washington }
COUNTY OF _____ } SS:

Amount Paid \$ 1696.00
Skagit Co. Treasurer
By Deputy

I certify that I know or have satisfactory evidence that Robert A. Taylor and Karen L. Taylor, 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: 5-18-16

Printed Name: _____
Notary Public in and for the State of _____
Residing at W. Vernon
My appointment expires: 1-7-19

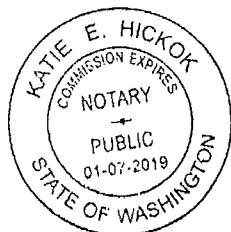


EXHIBIT A

PARCEL A:

The Easterly 251.10 feet of the Westerly 508.69 feet when measured at right angles to the Westerly line of that certain tract of land located in Government Lot 7 of Section 22, Township 35 North, Range 10 East, W.M., as described and recorded in the Auditor's Office, Skagit County, Washington, under Auditor's File No. 729106, except that portion thereof conveyed to Gordon J. Phil and Mary Ann Phil, husband and wife, by deed recorded under Auditor's File No. 883302, more particularly described as follows:

Those portions of Government Lot 7 of Section 22, Township 35 North, Range 10 East, W.M., Skagit County, Washington more particularly described as follows:

The Easterly 125.50 feet of the Westerly 383.09 feet, when measured at right angles to, the Westerly line of that certain tract of land described in instrument recorded under Auditor's File No. 729106 in records of said county, EXCEPT that portion thereof lying Northerly of a line 30.00 feet Northerly of, when measured at right angles to the centerline of easement hereinafter described.

ALSO, the Easterly 85.10 feet of the Westerly 342.69 feet, when measured at right angles to that certain tract of land described in instrument recorded under Auditor's File No. 729106 in records of said county, EXCEPT that portion thereof lying Southerly of a line 30.00 feet Northerly of, when measured at right angles to the centerline of easement hereinafter described.

TOGETHER WITH a 60 foot wide roadway easement for ingress and egress lying 30 feet each side of the following described centerline:

Beginning at a point lying 1,675.13 feet North and 1,338.08 feet West of the Southeast corner of said Section 22 (East line of said section bears North 1°18'04" East), said point lying on the Easterly line of a strip of land 50 feet in width conveyed to Skagit County for roadway as recorded under Auditor's File No. 662532; thence North 74°24'08" East 235.29 feet; thence North 45°57'08" East 115.77 feet; thence North 82°55'15" East 492.37 feet; thence South 85°48'15" East 582.55 feet to a point on the East line of said Government Lot 7.

PARCEL B:

Those portions of Government Lot 7 of Section 22, Township 35 North, Range 10 East W.M., Skagit County, Washington, more particularly described as follows:

The Easterly 125.50 feet of the Westerly 383.09 feet, when measured at right angles to, the Westerly line of that certain tract of land described in instrument recorded under Auditor's File No. 729106 in records of said County, EXCEPT that portion thereof lying Northerly of a line 30.00 feet Northerly of, when measured at right angles to the centerline of easement hereinafter described.

ALSO, the Easterly 85.10 feet of the Westerly 342.69 feet, when measured at right angles to, that certain tract of land described in instrument recorded under Auditor's File No. 729106 in records of said County, EXCEPT that portion thereof lying Southerly of a line 30.00 feet Northerly of, when measured at right angles to the centerline of easement hereinafter described.

TOGETHER WITH an easement, for purposes of ingress, egress, drainage and utilities, over and across that portion of said Section 22, embraced within a strip of land 60.00 feet in width, having 30.00 feet of such width on each side of the following described centerline:

Beginning at a point lying 1,675.13 feet North and 1,338.08 feet West of the Southeast corner of said Section 22 (East line of said Section bears North 1°18'04" East), said point being on the Easterly margin of that certain 50 foot right-of-way conveyed to Skagit County by instrument recorded under Auditor's File No. 662532 in records of said County; thence North 74°24'08" East 235.29 feet; thence North 45°57'08" East 115.77 feet; thence North 82°55'15" East 492.37 feet; thence South 85°48'15" East 582.55 feet to a point on the East line of said Government Lot 7 and the terminus of this easement centerline.

Situate in the County of Skagit, State of Washington.

Form No. 1068-2
ALTA Plain Language Commitment

Commitment No.: 110597
~~50410~~

Exhibit B

SCHEDULE "B-1"

EXCEPTIONS:

A. AGREEMENT, AND THE TERMS AND PROVISIONS THEREOF:

Between: The City of Seattle
And: Holiday Land Co., Inc.
Recorded: January 7, 1969
Auditor's No.: 722047
Regarding: Access road and the maintenance thereof

B. Easement for roadway over and across a strip of land 60 feet in width, as described in Parcel B herein, granted in instruments recorded under Auditor's File Nos. 730369, 740978 and various other documents of record, records of Skagit County, Washington. (Affects Parcel A)

C. 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.)

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



201608190054

Skagit County Auditor \$75.00
8/19/2016 Page 1 of 3 10:46AM

When recorded return to:
City of Seattle
Attn: Karlee Gaskill
700 - 5th Ave, Ste 3200 PO Box 34023
Seattle, WA 98124-4023

Recorded at the request of:
Guardian Northwest Title
File Number: 110559

Statutory Warranty Deed

110554
GUARDIAN NORTHWEST TITLE CO.

THE GRANTORS Mary Voegtlin Anderson and William H. Voegtlin, as joint tenants with right of survivorship, unmarried at all times of ownership 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:

Section 13, Township 35 North, Range 8 East; Ptn Gov't Lot 3

Tax Parcel Number(s): P43847, 350813-0-039-0001

That portion of Government Lot 3, Section 13, Township 35 North, Range 8 East, W.M., described as follows: Beginning at a point 684 feet West and 103 feet North of the center of said Section 13; thence running North 26°30' West to the center of Jackman Creek; thence Westerly along the center line of Jackman Creek to the Skagit River; thence Southeasterly along the Easterly bank of the Skagit River to the South line of said Government Lot 3; thence Northeasterly to the point of beginning, EXCEPT any portion thereof lying within the County Road right of way, and ALSO EXCEPT the following described tract: Beginning at a point 684 feet West and 103 feet North of the center line of said Section; thence North 26°30' West 125 feet to the true point of beginning; thence West parallel to the center line of said Section 13, a distance of 440 feet, more or less, to Jackman Creek; thence North 56°37' East along Jackman Creek a distance of 525.75 feet, more or less, to a point North 26°30' West of the true point of beginning; thence South 26°30' East to the true point of beginning. 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 August 18, 2016

Mary Voegtlin Anderson
Mary Voegtlin Anderson

William H. Voegtlin
William H. Voegtlin
by Mary Voegtlin Anderson
as P.O.A.

STATE OF Washington
COUNTY OF Skagit } SS:

I certify that I know or have satisfactory evidence that Mary Voegtlin Anderson and William H. Voegtlin, 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: 8-18-16

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX
2016 3636
AUG 19 2016

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

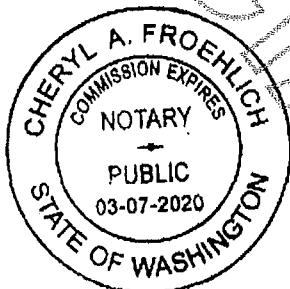
Amount Paid \$ 240.00
Skagit Co. Treasurer
By MF Deputy

STATE OF WASHINGTON, }
County of Skagit } ss.

ACKNOWLEDGMENT - Self & Attorney In Fact

On this 18 day of August, 2016, before me personally appeared Mary Voegtlin-Anderson to me known to be the individual described in and who executed the foregoing instrument for her self and as Attorney in Fact for William H. Voegtlin and acknowledged that she signed and sealed the same as her free and voluntary act and deed for her self and also as her free and voluntary act and deed as Attorney in Fact for said principal for the uses and purposes therein mentioned, and on oath stated that the Power of Attorney authorizing the execution of this instrument has not been revoked and that the said principal is now living, and is not incompetent.

GIVEN under my hand and official seal the day and year last above written.



[Signature]
Notary Public in and for the State of Washington,
residing at Redmond, WA
My appointment expires 3/7/20

This jurat is page 3 of 3 and is attached to SWD dated 8-18-16

SCHEDULE "B-1"

EXCEPTIONS:

A. 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



201608190055

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

Skagit County Auditor \$79.00
3/19/2016 Page 1 of 7 10:47AM

GUARDIAN NORTHWEST TITLE CO

110559

**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 13, Township 35 North, Range 8 East; Pm. Gov't Lot 3, 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(s): P43847, 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 Protection, Project Number 13-1576 signed by the Grantor on the 18th day of December, 2013 and by the Grantee on the 31st day of December, 2013, 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 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



GRANTOR:

City of Seattle acting by and through Seattle City Light Department

By: Lynn Best

Name: Lynn Best

Title: Environmental Affairs and Real Estate Division Director

Dated this 12 day of August, 2016

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.

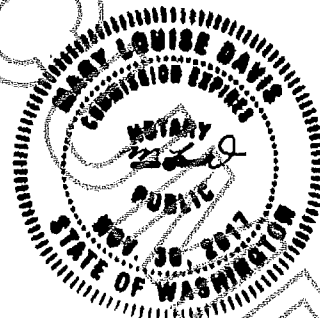
Dated: August 12, 2016

Signed: Mary Louise Davis

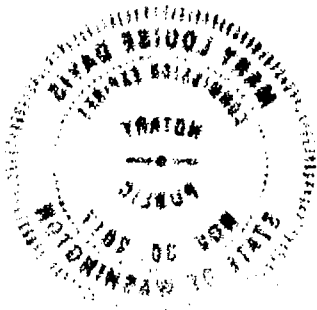
Printed Name: Mary Louise Davis

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

My commission expires November 30, 2017



UNOFFICIAL DOCUMENT



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 8th day of August, 2016

STATE OF WASHINGTON

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: August 8, 2016

Signed: Leslie Ann Frank

Notary Public in and for the State of Washington,

residing in Thurston County

My commission expires 7-9-17

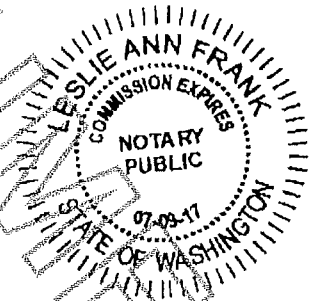


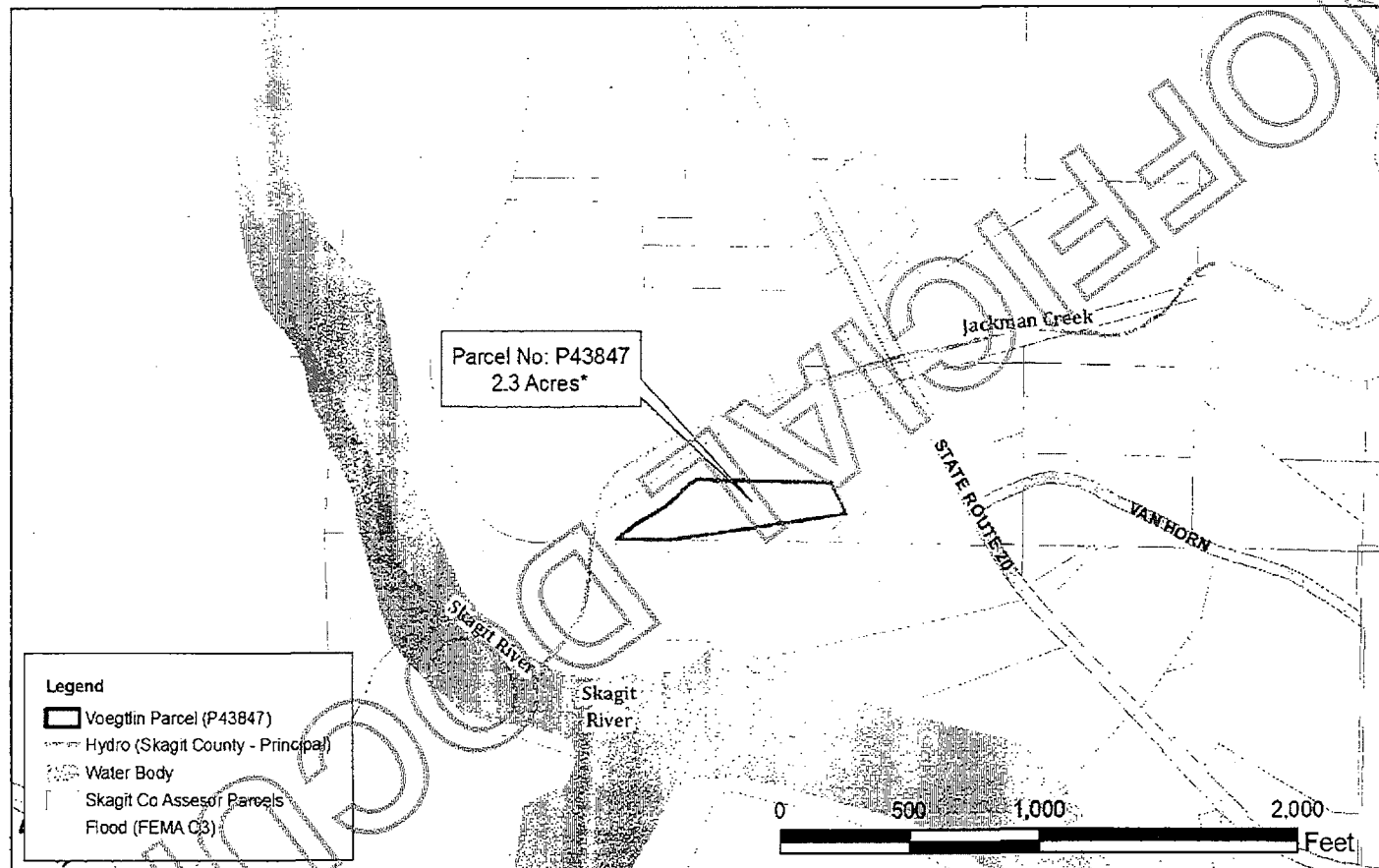
Exhibit A: Legal Description

Real property in the County of Skagit, State of Washington, described as follows:

That portion of Government Lot 3, Section 13, Township 35 North, Range 8 East, W.M., described as follows:

Beginning at a point 684 feet West and 103 feet North of the center of said Section 13; thence running North $26^{\circ}30'$ West to the center of Jackman Creek; thence Westerly along the center line of Jackman Creek to the Skagit River; thence Southeasterly along the Easterly bank of the Skagit River to the South line of said Government Lot 3; thence Northeasterly to the point of beginning, EXCEPT any portion thereof lying within the County Road right of way, and ALSO EXCEPT the following described tract: Beginning at a point 684 feet West and 103 feet North of the center line of said Section; thence North $26^{\circ}30'$ West 125 feet to the true point of beginning; thence West parallel to the center line of said Section 13, a distance of 440 feet, more or less, to Jackman Creek; thence North $56^{\circ}37'$ East along Jackman Creek a distance of 525.75 feet, more or less, to a point North $26^{\circ}30'$ West of the true point of beginning; thence South $26^{\circ}30'$ East to the true point of beginning.





Seattle City Light

Created 8/3/2016, by Seattle City Light, Environmental Affairs & Real Estate Division. SCL provides no warranty, expressed or implied, as to the accuracy, reliability or completeness of this data.

Exhibit B. Acquisition

Voegtlin
Parcel: P43847

* Area per Skagit County Assessor



Project Number: 13-1576 A
Upper Skagit Watershed
Habitat Protection

T: 35 R:08 S:13
Quarter: 02

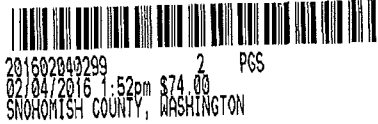
16

\$ 40,000

1095288

When recorded return to:
The City of Seattle, a municipal corporation of the State of Washington
Real Estate Services: Attn: Mary Davis
700 5th Ave Ste 3200
Post Office Box 34023
Seattle, WA 98124-4023

Recorded at the request of:
First American Title
File Number: 1109077



No. 8616058 2/4/2016 1:34 PM 717.00
Thank you for your payment.
TYLER

Statutory Warranty Deed

THE GRANTOR Charles T. Crawley, as his separate estate for and in consideration of TEN DOLLARS AND OTHER GOOD AND 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 of Snohomish, State of Washington

Abbreviated Legal:

Tax Parcel Number(s): 32100700300600

Parcel A:

That portion of Government Lot 4 of Section 7, Township 32 North, Range 10 East, W.M., in Snohomish County, Washington, lying Southerly of the Sauk River.

Parcel B:

A non-exclusive easement for ingress and egress over the East 30 feet of Government Lot 1 of Section 13, Township 32 North, Range 9 East, W.M., in Snohomish County, Washington and the East 30 feet of Government Lot 2 of Section 12, Township 32 North, Range 9 East, W.M.; in Snohomish County, Washington, lying South of the Sauk River as the same existed on September 15, 1973.

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 2-2-16

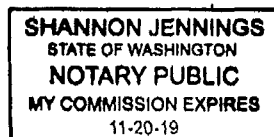
Charles T. Crawley
Charles T. Crawley

FIRST AMERICAN 2417293

STATE OF Washington)
COUNTY OF Snohomish) SS:

I certify that I know or have satisfactory evidence that Charles T. Crawley, 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: 2/2/16



Shannon Jennings
Printed Name: Kathleen Shannon Jennings
Notary Public in and for the State of Washington
Residing at Buckley, WA
My appointment expires: 11/20/19

**SCHEDULE B
SECTION II**

EXCEPTIONS

PART TWO:

EXHIBIT A

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction. The printed exceptions and exclusions from the coverage of the policy or policies are available from the office which issued this Commitment. Copies of the policy forms should be read.

1. Lien of the Real Estate Excise Sales Tax and Surcharge upon any sale of said premises, if unpaid. As of the date herein, the excise tax rate for **unincorporated Snohomish County** is at **1.78 %**.
Levy/Area Code: 05214
2. Taxes which may be assessed and extended on any subsequent roll for the tax year 2015, with respect to new improvements and the first occupancy which may be included on the regular assessment roll and which are an accruing lien not yet due or payable.
3. Loss or damage by reason that there appears to exist no insurable right of access to and from the land herein described to a public right-of-way. Unless this matter is solved to the satisfaction of the company, the forthcoming policy/endorsement will contain an exception to coverage for loss or damage by reason of **lack** of right of access to and from the land.
4. Easement, including terms and provisions contained therein:
Recording Information: 2414723
For: Ingress, egress and utilities
5. Any question that may arise due to the shifting and/or changing in the course of Sauk River.
6. Any prohibition or limitation on the use, occupancy or improvements of the land resulting from the right 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.
7. Paramount rights and easements in favor of the United States for commerce, navigation, fisheries and the production of power.

**NO EXCISE TAX
REQUIRED**

FEB 16 2016

KIRKE SIEVERS, Snohomish County Treasurer

By KIRKE SIEVERS

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



201603210265 7 PGS
03/21/2016 11:50am \$79.00
SNOHOMISH COUNTY, WASHINGTON

FIRST AMERICAN

2417293

**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 7, Township 32, Range 10 East, Ptn. Government Lot 4,
Snohomish County, Washington State.

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

Assessor's
Property Tax

321007-003-006-00

Parcel Number(s): 32100700300600, Snohomish 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 Tier 1 & Tier 2 Floodplain Acquisition II, Project Number 11-1536A signed by the Grantor on the 13th day of March, 2012 and by the Grantee on the 26th day of March, 2012 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

STC

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

30

GRANTOR:

City of Seattle acting by and through Seattle City Light Department

By: Lynn Best

Name: Lynn Best

Title: Environmental Affairs and Real Estate Division Director

Dated this 4 day of January, 2015

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: January 4th 2016

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, 2017



GRANTEE:

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

By: Scott T. Rob

Name: Scott T. Robinson

Title: Deputy Director

Dated this 4th day of December, 2015

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: December 4, 2015

Signed: Leslie Ann Frank

Notary Public in and for the State of Washington,

residing in Thurston County

My commission expires 7-9-17

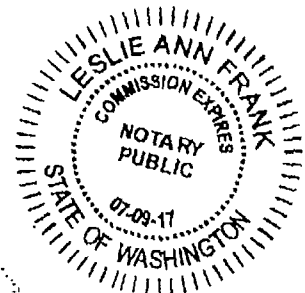


Exhibit A: Legal Description

Real property in the County of Snohomish, State of Washington, described as follows:

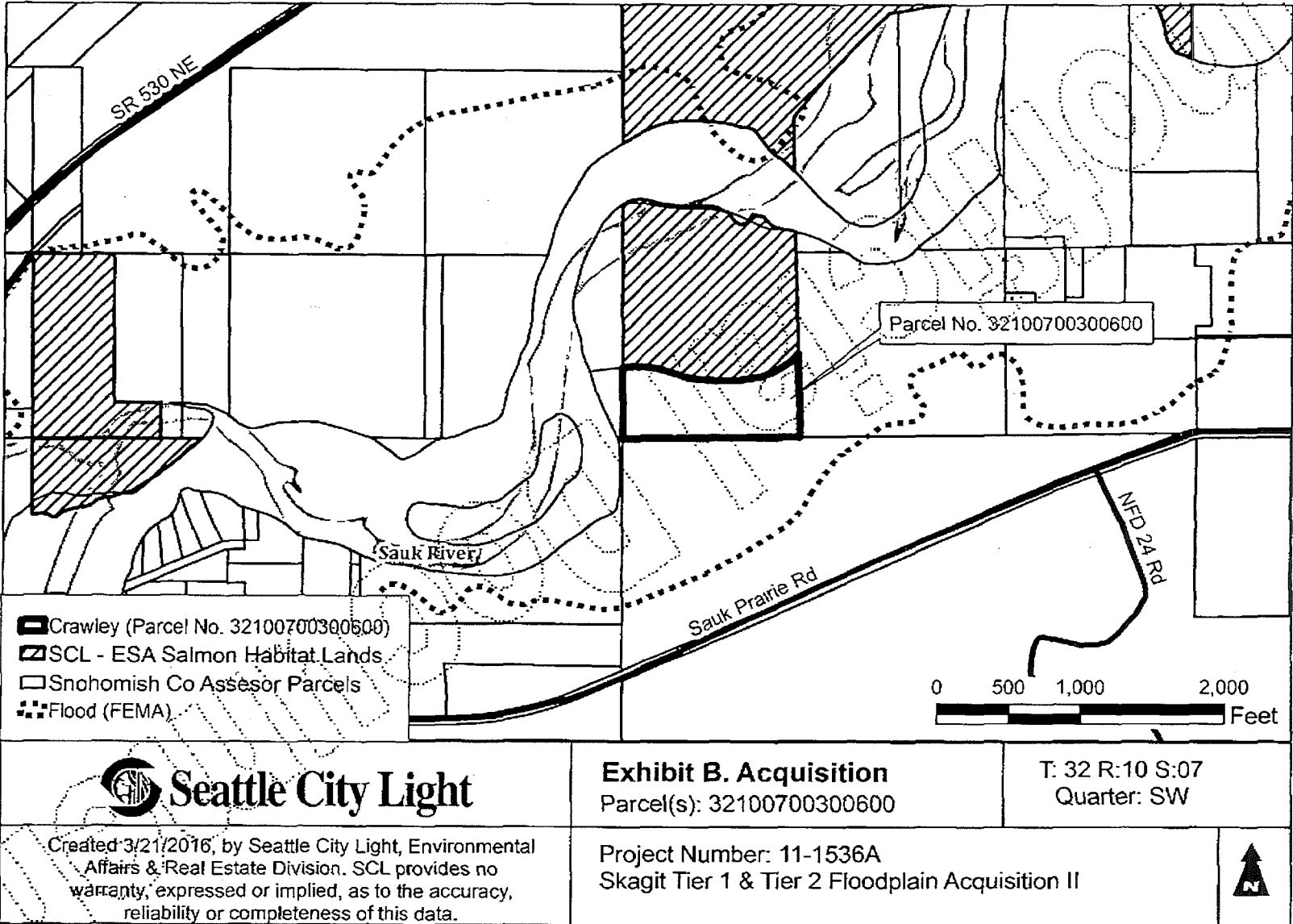
Parcel A:

That portion of Government Lot 4 of Section 7, Township 32 North, Range 10 East, W.M., in Snohomish County, Washington, lying Southerly of the Sauk River.

Parcel B:

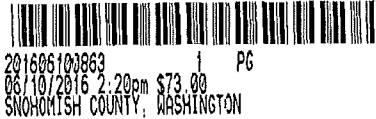
A non-exclusive easement for ingress and egress over the East 30 feet of Government Lot 1 of Section 13, Township 32 North, Range 9 East, W.M., in Snohomish County, Washington and the East 30 feet of Government Lot 2 of Section 12, Township 32 North, Range 9 East, W.M., in Snohomish County, Washington, lying South of the Sauk River as the same existed on September 15, 1973.





48 00 1105044

When recorded return to:
City of Seattle
Real Estate Services
Attn: Mary Davis, SMT Room 3338
700-5th Ave Ste 3200 PO Box 34023
Seattle, WA 98124-4023



Recorded at the request of:
First American Title Insurance Company
File Number: 1110189

No. 8905978 6/10/2016 1:58 PM 859.40
Thank you for your payment.
ANN

Statutory Warranty Deed

THE GRANTOR Joseph L. Wright, as his sole and separate estate for and in consideration of TEN DOLLARS AND OTHER GOOD AND 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 of Skagit, State of Washington

Tax Parcel Number(s): 321006-004-001-00

FIRST AMERICAN 2357404

Real property in the County of Snohomish, State of Washington, described as follows:

BEGINNING 208.71 FEET NORTH OF THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 32 NORTH, RANGE 10 EAST, W.M., RECORDS OF SNOHOMISH COUNTY, WASHINGTON;
THENCE EAST 481.71 FEET;
THENCE NORTH 451.71 FEET, MORE OR LESS, TO THE SOUTH LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION;
THENCE WEST ALONG SAID SOUTH LINE TO A POINT 208.71 FEET EAST OF THE WEST LINE OF SAID SUBDIVISION;
THENCE SOUTH 208.71 FEET;
THENCE WEST 208.71 FEET TO THE WEST LINE OF SAID SUBDIVISION;
THENCE SOUTH ALONG SAID WEST LINE TO THE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF 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 if any.

Dated 05/26/16

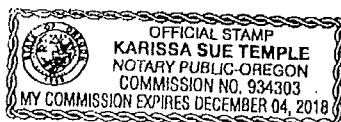
Joseph L. Wright

STATE OF Oregon
COUNTY OF Clatsop SS:

I certify that I know or have satisfactory evidence that Joseph L. Wright, 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: 5/26/16

Printed Name: Karissa Sue Temple
Notary Public in and for the State of Oregon
Residing at Clatsop County
My appointment expires: December 4, 2018



LPB-10-05(1)
Page 1 of 1