

CITY OF SEATTLE
ORDINANCE 127439
COUNCIL BILL 121199

AN ORDINANCE relating to the City Light Department; accepting Statutory Warranty Deeds to the Meyer Family Trust property in King County, and the Brown, Crawford for Lewis Estate, Crozier and McGown, Fulwiler, Hershaw, Ruble, Whitmore Properties LLC, Lang, and Sims properties, a Bargain and Sale Deed to the Kalkoske property, and a Quit Claim Deed to the Loney property in Skagit County, Washington, all for salmonid habitat protection purposes; ratifying acceptance of the Salmon Recovery Funding Board grants and funding for property acquisitions; declaring certain real property rights surplus and no longer required for providing public utility service or other municipal purposes; ratifying the City's grants of Deeds of Right to the State of Washington for the Brown, Crawford for Lewis Estate, Crozier and McGown, Fulwiler, Hershaw, Kalkoske, Loney, Whitmore Properties LLC, and Lang properties for salmon recovery and conservation purposes; placing said lands conveyed to the City 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 Proposal for salmon habitat conservation, which was approved by Resolution 29905; and

WHEREAS, under authority of Ordinance 121114, the City Light Department (City Light), using funds from Salmon Recovery Funding Board (SRFB) Grants awarded to The City of Seattle, acquired the Meyer Family Trust property in the Tolt River watershed, and the Brown, Crawford for Lewis Estate, Crozier and McGown, Fulwiler, Hershaw, Kalkoske, Loney, Ruble, Whitmore Properties LLC, Lang, and Sims properties in the Skagit River watershed; and

1 WHEREAS, City Light’s purchase of the Crozier and McGown property in the Skagit River
2 watershed was counted as a match towards the SRFB Grants used for purchases under the
3 Early Action Program in 2022 and 2023; and

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

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

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

12 Section 1. The Statutory Warranty Deed executed by Loren H. Meyer, Trustee of the
13 Meyer Family Trust on February 24, 2022, as Grantor, recorded under King County Auditor’s
14 File Number 20220310000719, a copy of which is included as Attachment A, conveying
15 approximately 0.9 acres located along the Tolt River to The City of Seattle, is hereby accepted;
16 and the real property conveyed therein is placed under the jurisdiction of the City Light
17 Department.

18 Section 2. The Statutory Warranty Deed executed by Kenneth Brown on November 20,
19 2023, as Grantor, recorded under Skagit County Auditor’s File Number 202311300014, a copy
20 of which is included as Attachment B, conveying approximately 5.3 acres located along Martin
21 Slough as part of the Skagit River to The City of Seattle is hereby accepted; Salmon Recovery
22 Funding Board (SRFB) Grant Project Numbers 18-1502C and 20-2121A are ratified and the
23 grant funds provided for acquisition of this property are accepted; the real property conveyed is

1 placed under the jurisdiction of the City Light Department; and pursuant to RCW 35.94.040 and
2 after public hearing, the Deed of Right for said property executed by the City Light Department
3 on November 16, 2023, as Grantor and State of Washington as Grantee, recorded under Skagit
4 County Auditor’s File Number 202311300055, a copy of which is included as Attachment C, is
5 hereby ratified in fulfillment of SRFB Grants, Project Number 18-1502C and 20-2121A.

6 Section 3. The Statutory Warranty Deed executed by Marjory Crawford, Personal
7 Representative of the Estate of Lawrence A. Lewis on December 20, 2021, as Grantor, recorded
8 under Skagit County Auditor’s File Number 202202280187, a copy of which is included as
9 Attachment D, conveying approximately 20 acres located along Upper Day Slough as part of the
10 Skagit River to The City of Seattle, is hereby accepted; SRFB Grant Project Number 18-1502C
11 is ratified and the grant funds provided for acquisition of this property are accepted; the real
12 property conveyed is placed under the jurisdiction of the City Light Department; and pursuant to
13 RCW 35.94.040 and after public hearing, the Deed of Right for said property executed by the
14 City Light Department on April 18, 2022, as Grantor and State of Washington as Grantee,
15 recorded under Skagit County Auditor’s File Number 202204280077, a copy of which is
16 included as Attachment E, is hereby ratified in fulfillment of SRFB Grant, Project Number 18-
17 1502C.

18 Section 4. The Statutory Warranty Deed executed by Kevin Crozier and Tara McGown
19 on October 31, 2023, as Grantors, recorded under Skagit County Auditor’s File Number
20 202311150045, a copy of which is included as Attachment F, conveying approximately 10.6
21 acres located along Martin Slough as part of the Skagit River to The City of Seattle, is hereby
22 accepted; SRFB Grant Project Numbers 22-1442C, 22-1595A and 23-1183C are ratified and the
23 grant funds provided for acquisition of this property are accepted; the real property conveyed is

1 placed under the jurisdiction of the City Light Department; and pursuant to RCW 35.94.040 and
2 after public hearing, the Deed of Right for said property executed by the City Light Department
3 on December 26, 2023, as Grantor and State of Washington as Grantee, recorded under Skagit
4 County Auditor’s File Number 202402220068, a copy of which is included as Attachment G, is
5 hereby ratified in fulfillment of SRFB Grants, Project Number 22-1442C, 22-1595A and 23-
6 1183C.

7 Section 5. The Statutory Warranty Deed executed by Kathleen Fulwiler on December 1,
8 2023, as Grantor, recorded under Skagit County Auditor’s File Number 202312040067, a copy
9 of which is included as Attachment H, conveying approximately 5.2 acres located along the
10 Skagit River to The City of Seattle, is hereby accepted; SRFB Grant Project Number 18-1502C
11 is ratified and the grant funds provided for acquisition of this property are accepted; the real
12 property conveyed is placed under the jurisdiction of the City Light Department; and pursuant to
13 RCW 35.94.040 and after public hearing, the Deed of Right for said property executed by the
14 City Light Department on November 16, 2023, as Grantor and State of Washington as Grantee,
15 recorded under Skagit County Auditor’s File Number 202312040069, a copy of which is
16 included as Attachment I, is hereby ratified in fulfillment of SRFB Grant, Project Number 18-
17 1502C.

18 Section 6. The Statutory Warranty Deed executed by Tyler M. Hershaw and Grace
19 Julieth Hershaw on August 30, 2024, as Grantors, recorded under Skagit County Auditor’s File
20 Number 202409190026, a copy of which is included as Attachment J, conveying approximately
21 11.7 acres along the Skagit River to The City of Seattle, is hereby accepted; SRFB Grant Project
22 Numbers 20-2121A, 21-1382A, and 22-1595A are ratified and the grant funds provided for
23 acquisition of this property are accepted; the real property conveyed is placed under the

1 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 May 2,
3 2024, as Grantor and State of Washington as Grantee, recorded under Skagit County Auditor’s
4 File Number 202409190027, a copy of which is included as Attachment K, is hereby ratified in
5 fulfillment of SRFB Grants, Project Number 20-2121A, 21-1382A, and 22-1595A.

6 Section 7. The Bargain and Sale Deed executed by Michael J. Kalkoske and Patricia R.
7 Kalkoske on April 28, 2021, as Grantor, recorded under Skagit County Auditor’s File Number
8 202104300207, a copy of which is included as Attachment L, conveying approximately 47.25
9 acres along the Sauk River to The City of Seattle, is hereby accepted; SRFB Grant Project
10 Number 18-1502C is ratified and the grant funds provided for acquisition of this property are
11 accepted; the real property conveyed is placed under the jurisdiction of the City Light
12 Department; and pursuant to RCW 35.94.040 and after public hearing, the Deed of Right for said
13 property executed by the City Light Department on March 31, 2021, as Grantor and State of
14 Washington as Grantee, recorded under Skagit County Auditor’s File Number 202104300208, a
15 copy of which is included as Attachment M, is hereby ratified in fulfillment of SRFB Grant,
16 Project Number 18-1502C.

17 Section 8. The Quit Claim Deed executed by Theodore Loney on August 2, 2023, as
18 Grantor, recorded under Skagit County Auditor’s File Number 20230810037, a copy of which is
19 included as Attachment N, conveying approximately 6 acres located along Upper Day Slough
20 and the Skagit River to The City of Seattle, is hereby accepted; SRFB Grant Project Number 18-
21 1502C is ratified and the grant funds provided for acquisition of this property are accepted; the
22 real property conveyed 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 July 10, 2023, as Grantor and State of Washington as
2 Grantee, recorded under Skagit County Auditor’s File Number 202308100039, a copy of which
3 is included as Attachment O, is hereby ratified in fulfillment of SRFB Grant, Project Number 18-
4 1502C.

5 Section 9. The Statutory Warranty Deed executed by Brian Ruble on December 12, 2023,
6 as Grantor, recorded under Skagit County Auditor’s File Number 202312130035, a copy of
7 which is included as Attachment P, conveying approximately 0.5 acres located in the floodplain
8 of the Skagit 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.

10 Section 10. The Statutory Warranty Deed executed by Elizabeth Whitmore of Whitmore
11 Properties LLC on July 30, 2025, as Grantor, recorded under Skagit County Auditor’s File
12 Number 202507310094, a copy of which is included as Attachment Q, conveying approximately
13 221 acres located along the Skagit River to The City of Seattle, is hereby accepted; SRFB Grant
14 Project Numbers 22-1595A and 24-1743A are ratified and the grant funds provided for
15 acquisition of this property are accepted; the real property conveyed is placed under the
16 jurisdiction of the City Light Department; and pursuant to RCW 35.94.040 and after public
17 hearing, the Deed of Right for said property executed by the City Light Department on August 8,
18 2025, as Grantor and State of Washington as Grantee, recorded under Skagit County Auditor’s
19 File Number 202508190015, a copy of which is included as Attachment R, is hereby ratified in
20 fulfillment of SRFB Grants, Project Number 22-1595A and 24-1743A.

21 Section 11. The Statutory Warranty Deed executed by Lynne M. Lang and Patrick J.
22 Lang Properties on November 11, 2025, as Grantors, recorded under Skagit County Auditor’s
23 File Number 202511190016, a copy of which is included as Attachment S, conveying


1 approximately 19 acres located along Diobsud Creek, part of the Skagit River to The City of
2 Seattle, is hereby accepted; SRFB Grant Project Number 24-1743A is ratified and the grant
3 funds provided for acquisition of this property are accepted; the real property conveyed is placed
4 under the jurisdiction of the City Light Department; and pursuant to RCW 35.94.040 and after
5 public hearing, the Deed of Right for said property executed by the City Light Department on
6 December 30, 2025, as Grantor and State of Washington as Grantee, recorded under Skagit
7 County Auditor’s File Number 202601080025, a copy of which is included as Attachment T, is
8 hereby ratified in fulfillment of SRFB Grant, Project Number 24-1743A.

9 Section 12. The Statutory Warranty Deed executed by Blaise Sims on December 8, 2025,
10 as Grantor, recorded under Skagit County Auditor’s File Number 202512090023, a copy of
11 which is included as Attachment U, conveying approximately 19 acres located along the Sauk
12 River to The City of Seattle, is hereby accepted; and the real property conveyed therein is placed
13 under the jurisdiction of the City Light Department.

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

3 Section 14. This ordinance shall take effect as provided by Seattle Municipal Code
4 Sections 1.04.020 and 1.04.070.

5 Passed by the City Council the 2nd day of June, 2026,
6 and signed by me in open session in authentication of its passage this 2nd day of
7 June, 2026.

8 

9 President _____ of the City Council

10 Approved / returned unsigned / vetoed this 4th day of June, 2026.

11 

12 Katie B. Wilson, Mayor

13 Filed by me this 4th day of June, 2026.

14 

15 Scheereen Dedman, City Clerk

16 (Seal)

- 1 Attachments:
- 2 Attachment A – Statutory Warranty Deed for Meyer for Meyer Family Trust
- 3 Attachment B – Statutory Warranty Deed for Brown
- 4 Attachment C – Deed of Right for Brown
- 5 Attachment D – Statutory Warranty Deed for Personal Representative Deed for Crawford for
- 6 Lewis Estate
- 7 Attachment E – Deed of Right Crawford for Lewis Estate
- 8 Attachment F – Statutory Warranty Deed for Crozier and McGown
- 9 Attachment G – Deed of Right for Crozier and McGown
- 10 Attachment H – Statutory Warranty Deed for Fulwiler
- 11 Attachment I – Deed of Right for Fulwiler
- 12 Attachment J – Statutory Warranty Deed for Hershaw
- 13 Attachment K – Deed of Right for Hershaw
- 14 Attachment L – Bargain and Sale Deed for Kalkoske
- 15 Attachment M – Deed of Right for Kalkoske
- 16 Attachment N – Quit Claim Deed for Loney
- 17 Attachment O – Deed of Right for Loney
- 18 Attachment P – Statutory Warranty Deed for Ruble
- 19 Attachment Q – Statutory Warranty Deed for Whitmore Properties LLC
- 20 Attachment R – Deed of Right for Whitmore Properties LLC
- 21 Attachment S – Statutory Warranty Deed for Lang
- 22 Attachment T – Deed of Right for Lang
- 23 Attachment U – Statutory Warranty Deed for Sims

WHEN RECORDED RETURN TO:

Name: The City of Seattle acting by and through Seattle City Light
Address: 700 5th Avenue, Suite 3300, PostOffice Box 34023, Real Estate Services Room 3338,
Seattle, WA 98124

Escrow Number: 801391RT
Filed for Record at Request of: Rainier Title, LLC

STATUTORY WARRANTY DEED

THE GRANTOR(S), Loren H. Meyer, Trustee of the Meyer Family Trust dated October 30, 1989, for and in consideration of Ten dollars and Zero cents (\$10.00) and other good and valuable consideration in hand paid, conveys, and warrants to The City of Seattle acting by and through Seattle City Light the following described real estate, situated in the County of King, State of Washington:

Parcel A:

Lot 6, Rio Vista, according to the plat thereof recorded in Volume 64 of Plats, page 1, records of King County, Washington.

Parcel B:

Lot 7, Rio Vista, according to the plat thereof recorded in Volume 64 of Plats, page 1, records of King County, Washington;


Situate in the County of King, State of Washington.

Abbreviated Legal: Lots 6 and 7, Rio Vista, Plat Vol. 64, pg. 1, King County

Subject to: See attached Exhibit A, which is made a part hereof by this reference.

Tax Parcel Number(s): 732560-0060-07, 732560-0070-05

Dated: February 24, 2022


Loren H. Meyer, Trustee
Of The Meyer Family Trust date October 30, 1989

RECORDED BY
RAINIER TITLE
ORDER # 801391RT

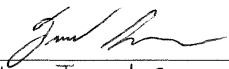
STATE OF Washington

ss.

COUNTY OF King

I certify that I know or have satisfactory evidence that Loren H Meyer (is/are) the person(s) who appeared before me, and said persons (s) acknowledged that (he/she/they) signed this instrument and acknowledge it as the Trustee of The Meyer Family Trust dated October 30, 1989 to be the free and voluntary act of such party(ies) for the uses and purposes mentioned in this instrument.

Dated: 3/1/2022


Name: Jared Brown
Notary Public in the State of Washington
Residing in: Seattle
My Commission Expires: 11/13/2024

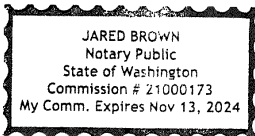


Exhibit A

Subject To:

1. Exceptions and reservations contained in deed from Weyerhaeuser Timber Company, a Washington corporation, recorded August 12, 1942, under Recording No. 3257678, whereby the first party expressly saves, excepts and reserves out of the grant hereby made unto itself, its successors and assigns forever, all ores and minerals of any nature whatsoever in or upon said lands, including coal, oil and gas, together with the right to enter upon said lands for the purpose of exploring the same for such ores and minerals, and for the purpose of drilling, opening, developing and working mines and wells hereon, and taking out and removing therefrom all such ores and minerals, and to occupy and make use of so much of the surface of said land as may be reasonably necessary for said purpose; provided that the second party, their heirs, representatives, successors or assigns shall be paid just and reasonable compensation for any injury or damage to the surface of said land, to the crops or to the improvements thereon by the exercise of any rights herein reserved; but provided further that the exercise of such right by the first party shall not be postponed or delayed pending reasonable efforts to agree upon or have determined such just and reasonable compensation.

The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.

2. All covenants, conditions, restrictions, reservations, easements or other servitudes, if any, but omitting restrictions, if any, based upon race, color, creed or national origin, disclosed by the recorded plat of Rio Vista.
3. Right of the State of Washington in and to that portion, if any, of the land herein described which lies below the line of ordinary high water of Tolt River.
4. Any change in the boundary or legal description of the land described herein, due to a shift or change in the course of the Tolt River.
5. Any restrictions on the use of any portion of the land subject to submergence that derive from the rights of the public and riparian owners to use any waters which may cover that portion.
6. Rights and easements of the public for commerce, navigation, recreation and fisheries.
7. Any restrictions on the use of the land resulting from the rights of the public or riparian owners to use any portion which is now, or has been, covered by water.

End of Exhibit A

When recorded return to:

City of Seattle, a municipal corporation of the State of Washington
700 5th Avenue, Suite 3300, PO Box 34023, Real Estate Services, Room 3318
Seattle, WA 98124-9871

GNW 23-19478

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

Affidavit No. 20238882

Nov 30 2023

Amount Paid \$2005.00
Skagit County Treasurer
By Lena Thompson Deputy

STATUTORY WARRANTY DEED

THE GRANTOR(S) Kenneth Dwaine Brown, as his separate estate, PO Box 108, Deer Harbor, WA 98245,

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 35, Township 35 North, Range 9 East - Ptn. Gov. Lot 1 & Section 36, Township 35 North, Range 9 East -
Ptn. Gov. Lot 3

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): P45003 and P45032

Dated: 11-20-23
Kenneth Dwaine Brown
Kenneth Dwaine Brown

STATE OF WASHINGTON
COUNTY OF SKAGIT

This record was acknowledged before me on 20th day of November, 2023, by Kenneth Dwaine Brown.

Eleanor Romero
Signature

Notary
Title

My commission expires: 6/23/2025

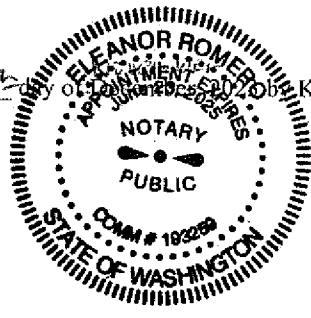


EXHIBIT A
LEGAL DESCRIPTION

Property Address: NHN State Route 530, Rockport, WA 98283
Tax Parcel Number(s): P45003 and P45032

Property Description:

That portion of the following described tract lying within the boundaries of Government Lot 1 of Section 35, Township 35 North, Range 9 East, W.M. and within the boundaries of Government Lot 3 of Section 36, Township 35 North, Range 9 East, W.M., as conveyed to John L. Mulder and Edna Mulder, his wife, by Deed dated August 3, 1948 and recorded December 14, 1948 as Auditor's File No. 425965 and more particularly described as follows: That certain tract of land situated in Sections 35 and 36, Township 35 North, Range 9 East, W.M. bounded and described as follows: On the Northerly by the Skagit River; on the Easterly by the existing County road (as it existed on August 3, 1948) to its intersection with the former transmission line right-of-way belonging to the City of Seattle and on the Southwesterly by the existing North bank of the slough, creek or old river channel.

EXHIBIT B

23-19478-KH

9. Game Department right-of-way as disclosed by a Certificate of Water Right recorded 4/21/1978 as Auditor's File No. 877943.

10. Easement affecting a portion of subject property for utility lines and related facilities and provisions therein, granted to Puget Sound Energy and/or its predecessors, recorded 1/20/1986, as Auditor's File No. 8601200022.

11. 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 on the North and an unnamed slough, creek or old river bed on the South and West, or their banks, or which may result from such change in the future.

12. 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.)

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

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY Lena Thompson
DATE 11/30/2023

GNW 23-19478

**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: Sec. 35, Twp 35N, R.9 E-Ptn. Gov Lot 1 & Sec. 36, Twp 35N, R.9 E-Ptn.
Gov Lot 3

in Skagit County, Washington

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

Assessor's Property Tax Parcel Numbers: 45003 and 45032; 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 (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; Skagit Watershed Habitat Acquisition IV (b), Project Number 20-2121A signed by the Grantor on the 4th day of December, 2020 and by the Grantee on the 4th 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 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



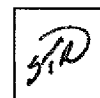
shall be granted only to the extent permitted by law and upon the following three conditions, which ensure the substitution of other eligible land. The conditions are: (1) the substitute salmon recovery land must be of reasonably equivalent habitat qualities, characteristics and location for the salmon 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.

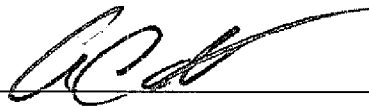
This Deed may not be removed or altered from the Real Property unless specific approval has been granted by the Washington State Recreation and Conservation Office and/or the Washington State Salmon Recovery Funding Board or its successors.

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.



GRANTOR:

City of Seattle acting by and through Seattle City Light Department

By: 

Name: Andrew Strong

Title: Assistant GM (Interim)

Dated this 16th day of November, 2023

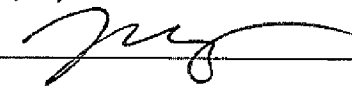
STATE OF WASHINGTON)
) ss
COUNTY OF KING)

Andrew Strong *ss*

I certify that I know or have satisfactory evidence that ~~Mike Haynes~~ 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 Assistant ~~General Manager~~, 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.

de
~~Interim~~
Environmental
Engineering
Project
Delivery and
Generation
office

Dated: 11/16/2023

Signed: 

Printed Name: Jean Greagor

Notary Public in and for the State of Washington,

residing in Shoreline, WA.

My commission expires 12/19/2025

JEAN CHRISTOPH GREAGOR
NOTARY PUBLIC
STATE OF WASHINGTON
COMM. EXPIRES DECEMBER 19, 2025
COMM. #93052



EXHIBIT A

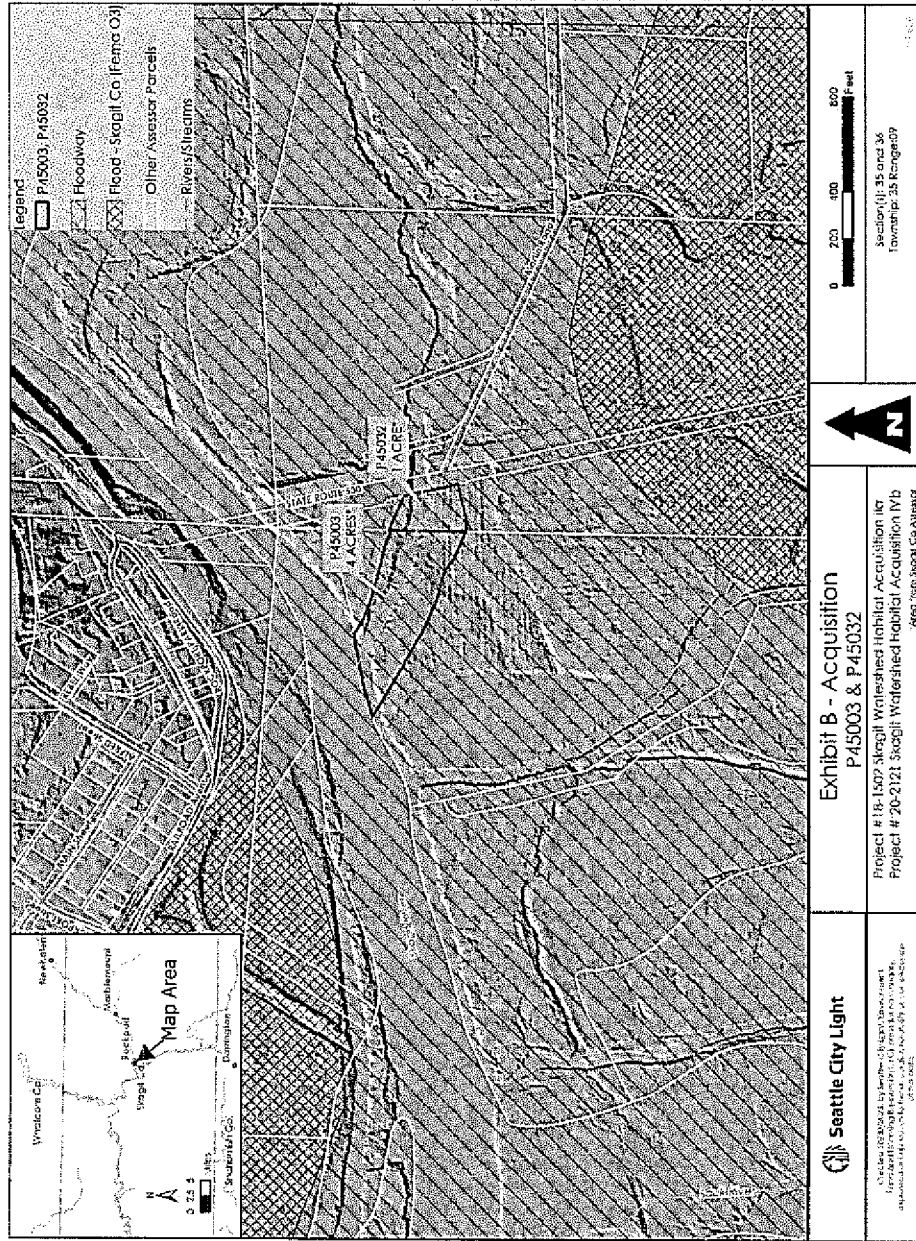
Legal Description

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

That portion of the following described tract lying within the boundaries of Government Lot 1 of Section 35, Township 35 North, Range 9 East, W.M. and within the boundaries of Government Lot 3 of Section 36, Township 35 North, Range 9 East, W.M., as conveyed to John L. Mulder and Edna Mulder, his wife, by Deed dated August 3, 1948 and recorded December 14, 1948 as Auditor's File No. 425965 and more particularly described as follows: That certain tract of land situated in Sections 35 and 36, Township 35 North, Range 9 East, W.M. bounded and described as follows: On the Northerly by the Skagit River; on the Easterly by the existing County road (as it existed on August 3, 1948) to its intersection with the former transmission line right-of-way belonging to the City of Seattle and on the Southwesterly by the existing North bank of the slough, creek or old river channel.



EXHIBIT B Property Map



After Recording Return to:

Seattle City Light
Real Estate Services, SMT 3338
Attn Mary Davis
700 - 5th Ave, Ste 3200
PO Box 34023
Seattle WA 98124-9871

GNW 21-10935

Document Title:	Personal Representative's Deed
Grantor(s):	Marjorie Crawford, Personal Representative of the Estate of Lawrence A. Lewis
Grantee(s):	City of Seattle, a municipal corporation of the State of Washington
Legal Descr.:	Ptn NE ¼ of SW ¼ & PTN E ½ of SE 1/4 , Sec 21-35N-6E
Tax Parcel No.:	P41756/350621-0-011-0302 and P41757/350621-0-012-0004

PERSONAL REPRESENTATIVE'S DEED

1. **GRANTOR.** The undersigned Grantor, Marjorie Crawford, is the qualified acting Personal Representative of the Estate of Lawrence A. Lewis, deceased (the "Estate"), which owns the interest of Lawrence A. Lewis in the subject property.

2. **ESTATE.** Lawrence A. Lewis died on August 23, 2016. Marjorie Crawford was appointed Personal Representative of the Estate by order dated April 14, 2017, in the State of Washington, Superior Court for Skagit County in Cause No. 16-4-00334-6 (the "Probate Proceedings").

3. **NONINTERVENTION POWERS.** By Order entered on April 14, 2017, in the Probate Proceedings, Marjorie Crawford was authorized to settle the Estate without court intervention or supervision.

4. **CONVEYANCE.** Grantor hereby bargains, sells, and conveys to City of Seattle, a municipal corporation of the State of Washington, the Estate's interest in and to the real estate described below, situate in Skagit County, Washington, together with any after-acquired title thereto:

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

DATED this 20th day of December, 2021.

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX
Affidavit No. 2022-751
Feb 28 2022
Amount Paid \$8005.00
Skagit County Treasurer
By Lena Thompson Deputy

Marjorie Crawford PR
Marjorie Crawford, Personal Representative of
the Estate of Lawrence A. Lewis

EXHIBIT A
LEGAL DESCRIPTION

Property Address: 32565 & 32569 South Lyman Ferry Road, Sedro-Woolley, WA 98284
Tax Parcel Number(s): P41756/350621-0-011-0302 and P41757/350621-0-012-0004

Property Description:

Parcel "A":

A portion of Government Lots 7 and 8 of Section 21, Township 35 North, Range 6 East, W.M., described as follows:

Beginning at the Southeast corner of Lot 7; thence North 88°09'37" West along the South line of said Government Lot 7 a distance of 227.30 feet to the North line of the South Lyman Ferry Road which point on a curve to the left having a radius of 666.62 feet; thence Northwesterly along said curve to the left through a central angle of 00°35'35" and an arc distance of 6.90 feet; thence North 00°53'54" East a distance of 535.30 feet; thence South 88°09'37" East a distance of 30.03 feet to the center of a slough; thence following the slough for the next four courses; North 44°05'01" East a distance of 129.50 feet; North 16°20'39" East a distance of 209.04 feet; North 56°25'31" East a distance of 46.02 feet; North 51°26'54" East a distance of 27.93 feet to the North/South Centerline of said Section 21; thence North 00°53'54" East along said centerline a distance of 192.25 feet to the Northwest corner of the unnamed 7.96 acre tract shown on Skagit County Short Plat No. 22-74; thence South 88°22'55" East along the North line thereof a distance of 237.64 feet to the Northerly projection of the East line of Tract A of said Short Plat; thence South 00°50'43" West along said East line of Tract A and its Northerly projection a distance of 1,226.01 feet to the North line of the South Lyman Ferry Road; thence North 74°02'01" West along the North line of the South Lyman Ferry Road a distance of 177.36 feet to the point of curvature of a curve to the right having a radius of 1,115.92 feet; thence Northwesterly along said curve through a central angle of 03°37'18" and an arc length of 70.54 feet to the North-South centerline of said Section 21; thence North 00°53'54" east along said North-South centerline a distance of 89.05 feet to the point of beginning of this description.

Situate in the County of Skagit, State of Washington.

PARCEL "B":

A portion of Government Lot 8 of Section 21, Township 35 North, Range 6 East, W.M., described as follows:

Beginning at the South Quarter corner of said Section 21; thence North 00°53'54" East along the North-South centerline of said Section 21 a distance of 1,240.19 feet to the North line of the South Lyman Ferry Road, said point being on a curve to the left having a radius point which bears North 19°35'17" East a distance of 1,115.92 feet; thence Southeasterly along said curve through a central angle of 03°37'18" and an arc length of 70.54 feet; thence continuing Southeasterly along the North line of the South Lyman Ferry Road South 74°02'01" East a distance of 177.36 feet to the Southwest corner of Tract B of Short Plat No. 22-74, approved June 4, 1974, and the point of

beginning of this description; thence North $00^{\circ}53'54''$ East along the West line of said Tract B and its Northerly projection a distance of 1,226.01 feet to the North line of the unnamed 7.96 acre tract shown on Skagit County Short Plat No. 22-74; thence South $88^{\circ}22'55''$ East along the North line thereof and its Easterly projection a distance of 337.72 feet to the East line of that certain tract described in Sales Contract to Lewis and Leaf, filed in Volume 317 of Official Records, page 315, under Auditor's File No. 879825, records of Skagit County, Washington; thence South $00^{\circ}47'32''$ West a distance of 1,284.09 feet to the North line of the South Lyman Ferry Road which point is on a curve to the right having a radius of 1,318.14 feet; thence Northwesterly along said curve to the North line of the South Lyman Ferry Road through a central angle of $00^{\circ}57'04''$ and an arc length of 196.45 feet; thence continuing along the North line of said road North $74^{\circ}02'01''$ West a distance of 70.94 feet to the point of beginning of this description.

Situate in the County of Skagit, State of Washington.

PARCEL "C":

That portion of the Southeast Quarter of the Southwest Quarter of Section 21, Township 35 North, Range 6 East, W.M., described as follows:

Beginning at the Northeast corner of said subdivision; thence South $00^{\circ}53'54''$ West along the East line of said subdivision a distance of 89.05 feet to the North line of the South Lyman Ferry Road which point is on a curve to the right having a radius of 1,115.92 feet; thence Northwesterly along said curve through a central angle of $05^{\circ}22'40''$ and an arc length of 104.74 feet; thence North $65^{\circ}02'03''$ West a distance of 76.98 feet to the point of curvature of a curve to the left having a radius of 666.62 feet; thence Northwesterly along said curve to the left through a central angle of $05^{\circ}29'27''$ and an arc distance of 63.88 feet to the North line of said subdivision; thence South $88^{\circ}09'37''$ East along said North line a distance of 227.30 feet to the Northeast corner of said subdivision and the point of beginning of this description.

Situate in the County of Skagit, State of Washington.

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

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY Lena Thompson
DATE 04/28/2022

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

GNW 21-10935

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: PTN NE 1/4 of SW 1/4 & PTN E 1/2 of SE 1/4, SEC 21-35N-6E
in Skagit County, Washington

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

Assessor's Property Tax Parcel Numbers: 41756, 41757; 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 (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 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.



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": A portion of Government Lots 7 and 8 of Section 21, Township 35 North, Range 6 East, W.M., described as follows: Beginning at the Southeast corner of Lot 7; thence North $88^{\circ}09'37''$ West along the South line of said Government Lot 7 a distance of 227.30 feet to the North line of the South Lyman Ferry Road which point on a curve to the left having a radius of 666.62 feet; thence Northwesterly along said curve to the left through a central angle of $00^{\circ}35'35''$ and an arc distance of 6.90 feet; thence North $00^{\circ}53'54''$ East a distance of 535.30 feet; thence South $88^{\circ}09'37''$ East a distance of 30.03 feet to the center of a slough; thence following the slough for the next four courses; North $44^{\circ}05'01''$ East a distance of 129.50 feet; North $16^{\circ}20'39''$ East a distance of 209.04 feet; North $56^{\circ}25'31''$ East a distance of 46.02 feet; North $51^{\circ}26'54''$ East a distance of 27.93 feet to the North/South Centerline of said Section 21; thence North $00^{\circ}53'54''$ East along said centerline a distance of 192.25 feet to the Northwest corner of the unnamed 7.96 acre tract shown on Skagit County Short Plat No. 22-74; thence South $88^{\circ}22'55''$ East along the North line thereof a distance of 237.64 feet to the Northerly projection of the East line of Tract A of said Short Plat; thence South $00^{\circ}50'43''$ West along said East line of Tract A and its Northerly projection a distance of 1,226.01 feet to the North line of the South Lyman Ferry Road; thence North $74^{\circ}02'01''$ West along the North line of the South Lyman Ferry Road a distance of 177.36 feet to the point of curvature of a curve to the right having a radius of 1,115.92 feet; thence Northwesterly along said curve through a central angle of $03^{\circ}37'18''$ and an arc length of 70.54 feet to the North-South centerline of said Section 21; thence North $00^{\circ}53'54''$ east along said North-South centerline a distance of 89.05 feet to the point of beginning of this description. Situate in the County of Skagit, State of Washington.

PARCEL "B": A portion of Government Lot 8 of Section 21, Township 35 North, Range 6 East, W.M., described as follows: Beginning at the South Quarter corner of said Section 21; thence North $00^{\circ}53'54''$ East along the North-South centerline of said Section 21 a distance of 1,240.19 feet to the North line of the South Lyman Ferry Road, said point being on a curve to the left having a radius point which bears North $19^{\circ}35'17''$ East a distance of 1,115.92 feet; thence Southeasterly along said curve through a central angle of $03^{\circ}37'18''$ and an arc length of 70.54 feet; thence continuing Southeasterly along the North line of the South Lyman Ferry Road South $74^{\circ}02'01''$ East a distance of 177.36 feet to the Southwest

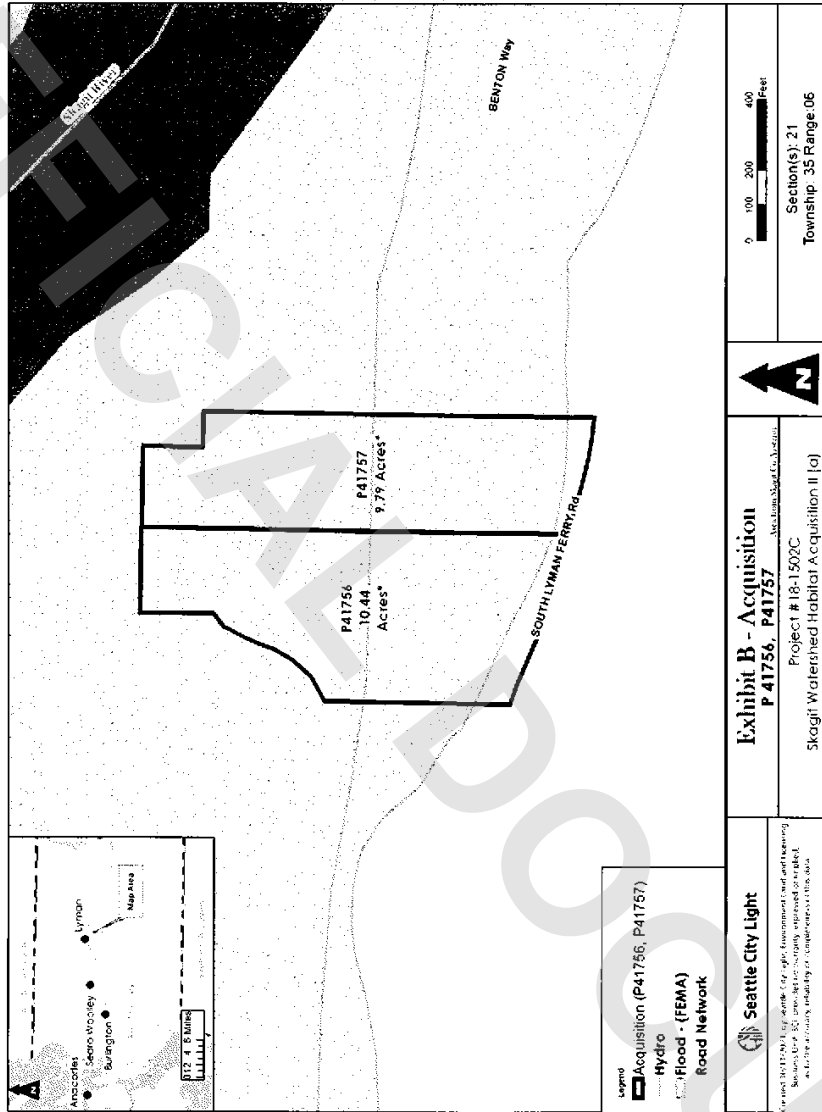


corner of Tract B of Short Plat No. 22-74, approved June 4, 1974, and the point of beginning of this description; thence North $00^{\circ}53'54''$ East along the West line of said Tract B and its Northerly projection a distance of 1,226.01 feet to the North line of the unnamed 7.96 acre tract shown on Skagit County Short Plat No. 22-74; thence South $88^{\circ}22'55''$ East along the North line thereof and its Easterly projection a distance of 337.72 feet to the East line of that certain tract described in Sales Contract to Lewis and Leaf, filed in Volume 317 of Official Records, page 315, under Auditor's File No. 879825, records of Skagit County, Washington; thence South $00^{\circ}47'32''$ West a distance of 1,284.09 feet to the North line of the South Lyman Ferry Road which point is on a curve to the right having a radius of 1,318.14 feet; thence Northwesterly along said curve to the North line of the South Lyman Ferry Road through a central angle of $00^{\circ}57'04''$ and an arc length of 196.45 feet; thence continuing along th North line of said road North $74^{\circ}02'01''$ West a distance of 70.94 feet to the point of beginning of this description. Situate in the County of Skagit, State of Washington.

PARCEL "C": That portion of the Southeast Quarter of the Southwest Quarter of Section 21, Township 35 North, Range 6 East, W.M., described as follows: Beginning at the Northeast corner of said subdivision; thence South $00^{\circ}53'54''$ West along the East line of said subdivision a distance of 89.05 feet to the North line of the South Lyman Ferry Road which point is on a curve to the right having a radius of 1,115.92 feet; thence Northwesterly along said curve through a central angle of $05^{\circ}22'40''$ and an arc length of 104.74 feet; thence North $65^{\circ}02'03''$ West a distance of 76.98 feet to the point of curvature of a curve to the left having a radius of 666.62 feet; thence Northwesterly along said curve to the left through a central angle of $05^{\circ}29'27''$ and an arc distance of 63.88 feet to the North line of said subdivision; thence South $88^{\circ}09'37''$ East along said North line a distance of 227.30 feet to the Northeast corner of said subdivision and the point of beginning of this description. Situate in the County of Skagit, State of Washington



EXHIBIT B Property Map



202311150045

11/15/2023 01:44 PM Pages: 1 of 4 Fees: \$206.50
Skagit County Auditor, WA

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

Affidavit No. 20238759

Nov 15 2023

Amount Paid \$8583.00
Skagit County Treasurer
By Kaylee Oudman Deputy

When recorded return to:

City of Seattle, a municipal corporation of the State of Washington
700 5th Avenue North Ste 3300, Real Estate Services Room 3338/ Po Box 34023
Seattle, WA 98109

GNW 21-14290

STATUTORY WARRANTY DEED

THE GRANTOR(S) Kevin Crozier and Tara McGown, husband and wife, PO Box 26, Rockport, WA 98238,

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 36, Township 35 North, Range 9, East - SE NW (aka Lot B SP 92-031)

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): P45047

Dated: 10/31/2023

Kevin B. Crozier
Kevin Crozier

Tara McGown
Tara McGown

STATE OF WASHINGTON
COUNTY OF SKAGIT

This record was acknowledged before me on 31st day of ^{October}~~November~~, 2023 by Kevin Crozier and Tara McGown.

Eleanor Romero
Signature

Notary
Title

My commission expires: 6/23/2025

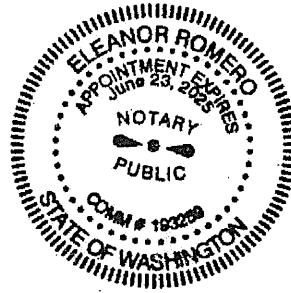


EXHIBIT A
LEGAL DESCRIPTION

Property Address: 11488 Martin Road, Rockport, WA 98283
Tax Parcel Number(s): P45047

Property Description:

Lot B, Short Plat No. 92-031, approved November 2, 1992, and recorded December 16, 1992 in Book 10 of Short Plats, page 157, under Auditor's File No. 9212160072, records of Skagit County, Washington; being a portion of the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 36, Township 35 North, Range 9, East, W.M.

EXHIBIT B

21-14290-KH

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.: 92-031 recorded December 16, 1992 as Auditor's File No. 9212160072.

11. Regulatory notice/agreement regarding Title Notification - Development Activities On or Adjacent to Designated Natural Resource Lands that may include covenants, conditions and restrictions affecting the subject property, recorded October 26, 2009 as Auditor's File No. 200910260023 .

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.

12. Regulatory notice/agreement regarding Title Notification - Special Flood Hazard Area that may include covenants, conditions and restrictions affecting the subject property, recorded October 26, 2009 as Auditor's File No. 200910260024 .

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.

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

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY Kaylee Oudman
DATE 02/22/2024

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

M10568

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 B, Short Plat No. 92-031, approved November 2, 1992, and recorded December 16, 1992 in Book 10 of Short Plats, page 157, under Auditor's File No. 9212160072, being a portion of the Southeast 1/4 of the Northwest 1/4 of Section 36, Township 35 North, Range 9 East, W.M.

in Skagit County, Washington

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

Assessor's Property Tax Parcel Numbers: 45047; 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 2022 Skagit Watershed Habitat Acquisition VI (a), Project Number 22-1442(C) signed by the Grantor on the 21st day of November, 2022, and by the Grantee on the 21st day of November 2022; and 2022 Skagit Watershed Habitat Acquisition VI (B), Project Number 22-1595(A) signed by the Grantor on the 23rd day of February, 2023, and by the Grantee on the 23rd day of February 2023; and 2023 Skagit Watershed Habitat Acquisition SLT, Project Number 23-1183(C) signed by the Grantor on the 2nd day of November, 2023, and by the Grantee on the 3rd day of November, 2023; 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



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.



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 B, Short Plat No. 92-031, approved November 2, 1992, and recorded December 16, 1992 in Book 10 of Short Plats, page 157, under Auditor's File No. 9212160072, being a portion of the Southeast 1/4 of the Northwest 1/4 of Section 36, Township 35 North, Range 9 East, W.M.



EXHIBIT B Property Map



STP

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

Affidavit No. 20238931

Dec 04 2023

Amount Paid \$1365.00
Skagit County Treasurer
By Candi Newcombe Deputy

When recorded return to:

City of Seattle, a municipal corporation of the State of Washington
700 5th Avenue North, Ste 3300 PO Box 34023, Real Estate Services
Seattle, WA 98109

GNW 23-18587

STATUTORY WARRANTY DEED

THE GRANTOR(S) Kathleen Louise Fulwiler, as her separate estate and as surviving spouse of William Alan Fulwiler, deceased, 5607 McKinley Place North, Seattle, WA 98103,

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. Lots 5 & 6, Section 22, Township 35 North, Range 10 East

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): P45434

Dated: 12/01/2023


Kathleen Louise Fulwiler

STATE OF WASHINGTON
COUNTY OF SKAGIT King

This record was acknowledged before me on 1 day of December, 2023 by Kathleen Louise Fulwiler.


Signature

Notary Public
Title

My commission expires: 4-22-25

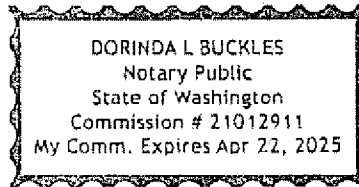


EXHIBIT A
LEGAL DESCRIPTION

Property Address: 57803 Illabot Creek Lane, Marblemount, WA 98267
Tax Parcel Number(s): P45434

Property Description:

All that part of Government Lots 5 and 6 of Section 22, Township 35 North, Range 10 East, W.M., lying Westerly of the Easterly right-of-way line of an easement 300 feet in width granted to the City of Seattle, said easement being recorded in the Auditor's Office, Skagit County, Washington, under File No. 234108, and lying Southerly and Westerly of the following described line:

Beginning at a point lying 77.41 feet North and 2000.33 feet West of the Southeast corner of said Section 22, (East line of said Section bears North 1 degree 18'04" East) said point being a 3/4" iron pipe on the Easterly right-of-way line of said easement granted the City of Seattle: thence North 65 degrees 49'45" West, 187.50 feet: thence North 41 degrees "12'18" West to the Skagit River; EXCEPT a strip of land 50 feet in width conveyed to Skagit County for roadway as recorded under Auditor's File No. 662530; AND EXCEPT that portion lying Southerly and Westerly of the following described line:

Beginning at a point lying 107.50 feet North and 2510.57 feet West of the Southeast corner of said Section 22 (East line of said Section bears North 1 degree 18'04" East); thence North 38 degrees 10' West to the Skagit River; thence South 38 degrees 10' East on a line projected through said point, to the South line of said Section 22.

EXHIBIT B

23-18587-KH

9. 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.
10. 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.
11. 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.)
12. EASEMENT, INCLUDING THE TERMS AND PROVISIONS THEREOF: Grantee: City of Seattle
Dated: April 3, 1930 Recorded: May 22, 1930 Auditor's No: 234108 Purpose: Transmission line Area Affected: Southerly portion of access easement
13. EASEMENT, INCLUDING THE TERMS AND PROVISIONS THEREOF: Grantee: City of Seattle
Dated: June 3, 1952
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
14. Easement Agreement recorded under Auditor's File No. 722047. Said agreement affects access road.

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

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY Candi Newcombe
DATE 12/04/2023

GNW 23-18587

**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: Portions of GL 5 & 6, Sec. 22 Twp 35N, R.10 E
in Skagit County, Washington.

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

Assessor's Property Tax Parcel Numbers: 45434; 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 (a), Project Number 18-1502C signed by the Grantor on

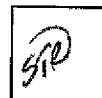


the 2nd day of January, 2019 and by the Grantee on the 5th day of February, 2019; and supporting materials which are on file with the Grantor and the Grantee in connection with the Project Agreements.

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.



Legal Description

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

All that part of Government Lots 5 and 6 of Section 22, Township 35 North, Range 10 East, W.M., lying Westerly of the Easterly right-of-way line of an easement 300 feet in width granted to the City of Seattle, said easement being recorded in the Auditor's Office, Skagit County, Washington, under File No. 234108, and lying Southerly and Westerly of the Following described line:

Beginning at a point lying 77.41 feet North and 2000.33 feet West of the Southeast corner of said Section 22, (East line of said Section bears North 1 degree 18'04" East) said point being a 3/4" iron pipe on the Easterly right-of-way line of said easement granted the City of Seattle: thence North 65 degrees 49'45" West, 187.50 feet: thence North 41 degrees "12'18"

West to the Skagit River; EXCEPT a strip of land 50 feet in width conveyed to Skagit County for roadway as recorded under Auditor's File No. 662530; AND EXCEPT that portion lying Southerly and Westerly of the following described line:

Beginning at a point lying 107.50 feet North and 2510.57 feet West of the Southeast corner of said Section 22 (East line of said Section bears North 1 degree 18'04" East); thence North 38 degrees 10' West to the Skagit River; thence South 38 degrees 10' East on a line projected through said point, to the South line of said Section 22.



SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

Affidavit No. 20242214

Sep 19 2024

Amount Paid \$10452.00
Skagit County Treasurer
By Kaylee Oudman Deputy

When recorded return to:

City of Seattle, a Washington municipal corporation
700 5th Avenue North, Ste 300 PO Box 34023 Real Estate Services Rm 3318
Seattle, WA 98109

STATUTORY WARRANTY DEED

Guardian NW Title 24-20157-TB

THE GRANTOR(S) **Tyler M. Hershaw and Grace Julieth Hershaw, a married couple**, 1015 Northwest 28th Place, Cape Coral, FL 33993,

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

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

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

That portion of Government Lot 3, Section 36, Township 35 North, Range 4 East, W.M., lying Westerly of State Highway right-of-way;

EXCEPT that portion lying within the boundaries of the following described tract:

Beginning at the intersection of the West line of said Government Lot 3 and the North line of the Howey Road; thence East along the North line said road, a distance of 458.0 feet to the intersection with the Northwesterly line of that certain tract conveyed to the State of Washington by Deed dated August 28, 1957 and recorded January 24, 1958 under Auditor's File No. 561033, records of Skagit County, Washington; thence Northeasterly along said State of Washington Tract, a distance of 703.0 feet to the Westerly line of the State Highway right-of-way as conveyed by Deed recorded under Auditor's File No. 561033, records of Skagit County, Washington; thence North 11 degrees 01' West along the West line of the State Highway right-of-way, a distance of 234.0 feet; thence West to a point on the West line of said Government Lot 3, that is 465.0 feet North of the point of beginning; thence South along the West line of said Government Lot 3, a distance of 465.0 feet to the point of beginning.

Situated in Skagit County, Washington.

Abbreviated legal description: Property 1:


Ptn. Gov. Lot 3, Section 36, Township 35 North, Range 4 East P38414/350436-0-010-0001

Statutory Warranty Deed
LPB 10-05

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

Tax Parcel Number(s): P38414/350436-0-010-0001

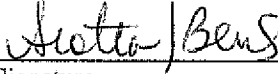
Dated: 8-30-2024


Tyler M. Hershaw

Grace Julieth Hershaw

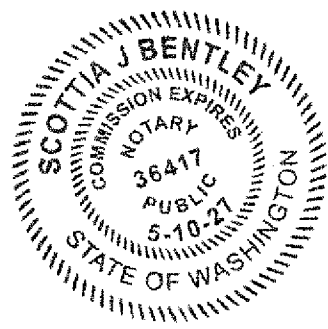
STATE OF WASHINGTON
COUNTY OF SKAGIT

This record was acknowledged before me on 30th day of September, 2024 by Tyler M Hershaw ~~XXXXXX~~
~~XXXXXXXXXX~~


Signature

Notary
Title

My commission expires: 05/10/27



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

Tax Parcel Number(s): P38414/350436-0-010-0001

Dated: 08/30/2024

Tyler M. Hershaw
Grace Julieth Hershaw
Grace Julieth Hershaw

STATE OF WASHINGTON
COUNTY OF SKAGIT

This record was acknowledged before me on 30 day of August 2024 by Grace Julieth Hershaw

K. B.
Signature

Notary
Title

My commission expires: 09/11/2027

KYLE BEAM
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION # 210008
COMMISSION EXPIRES 09/11/2027

Notarized remotely online using communication technology via Proof.

EXHIBIT A

24-20157-TB

9. Reservations contained in deed from the State of Washington recorded under Auditor's File No. 608381, reserving to the grantor all oil, gases, coal, ores, minerals, fossils, etc., and the right of entry for opening, developing and working the same and providing that such rights shall not be exercised until provision has been made for full payment of all damages sustained by reason of such entry. Right of the State of Washington or its successors, subject to payment of compensation therefore, to acquire rights of way for private railroads, skid roads, flumes, canals, water courses or other easements for transporting and moving timber, stone, minerals and other products from this and other property, as reserved in deed referred to above.

10. Relinquishment of rights of access to State Highway and of light, view, and air under terms of Deed to the State of Washington: Recorded: January 24, 1958 Auditor's No: 561033

11. 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.

12. 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.

13. 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.)

14. Regulatory notice/agreement regarding Title Notification - Special Flood Hazard Area that may include covenants, conditions and restrictions affecting the subject property, recorded on January 20, 2006 as Auditor's File No. 200601200070 .

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.

15. 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 on December 20, 2013 as Auditor's File No. 201312200132.

End of Exhibit A

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

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY Kaylee Oudman
DATE 09/19/2024

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

GNW 24-20157

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: Ptn. Gov Lot 3, Sec. 36, Twp 35N, R.4 E

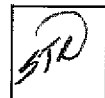
in Skagit County, Washington

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

Assessor's Property Tax Parcel Numbers: ^P38414; 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 IV (b), Project Number 20-2121A signed by the Grantor on



the 4th day of December, 2020 and by the Grantee on the 4th day of December, 2020, and Skagit Watershed Habitat Acquisition V (b), Project Number 21-1382A, signed by the Grantor on the 30th day of November, 2021 and by the Grantee on the 30th day of November, 2021, and Skagit Watershed Habitat Acquisition VI (b) Project Number 22-1595A, signed by the Grantor on the 23rd day of February, 2023 and by the Grantee on the 23rd day of February, 2023, 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 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.



Legal Description

The Land referred to herein below and is described as follows:

That portion of Government Lot 3, Section 36, Township 35 North, Range 4 East, W.M., lying Westerly of State Highway right-of-way;

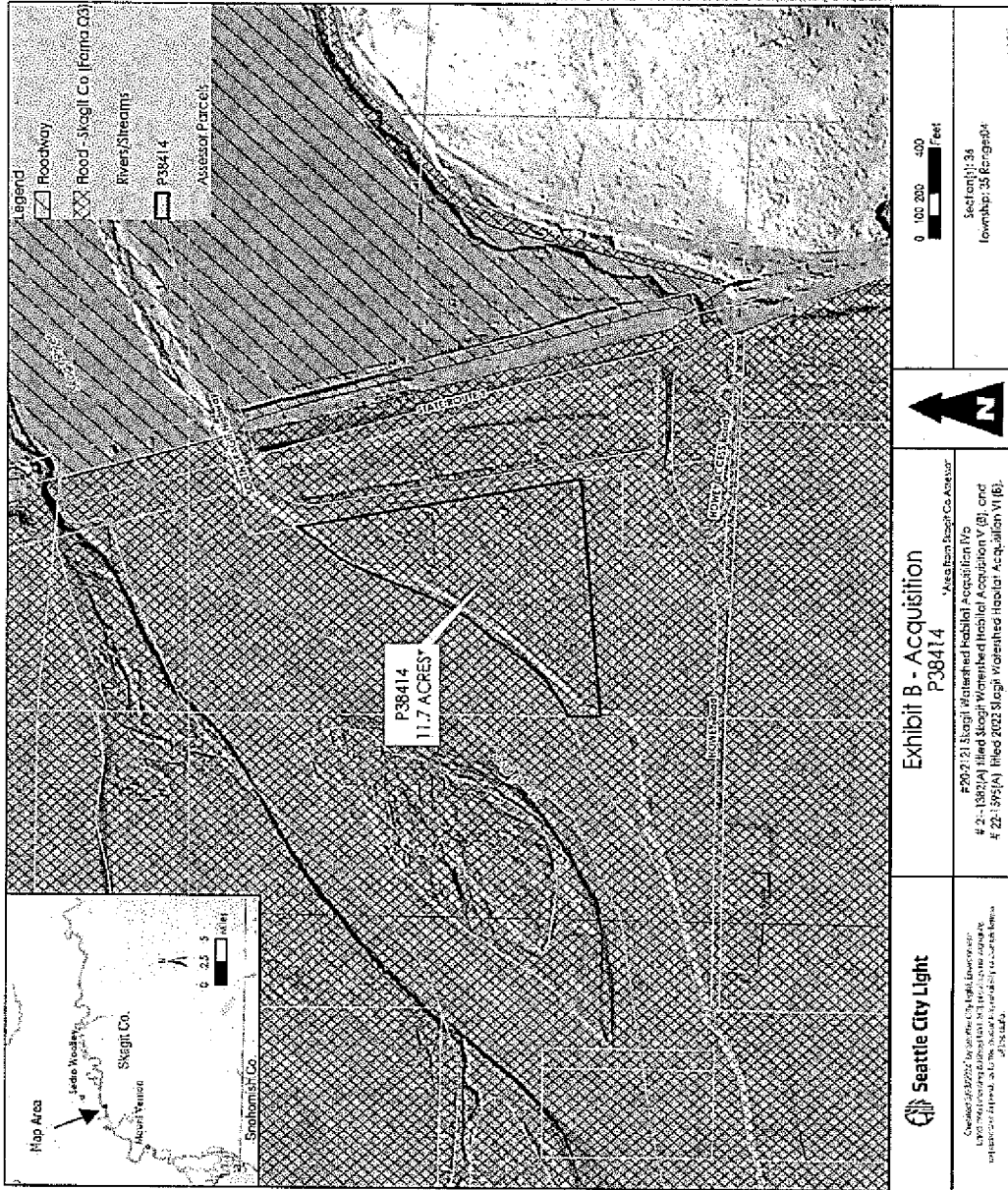
EXCEPT that portion lying within the boundaries of the following described tract:

Beginning at the intersection of the West line of said Government Lot 3 and the North line of the Howey Road;
thence East along the North line said road, a distance of 458.0 feet to the intersection with the Northwestern line of that certain tract conveyed to the State of Washington by Deed dated August 28, 1957 and recorded January 24, 1958 under Auditor's File No. 561033, records of Skagit County, Washington;
thence Northeasterly along said State of Washington Tract, a distance of 703.0 feet to the Westerly line of the State Highway right-of-way as conveyed by Deed recorded under Auditor's File No. 561033, records of Skagit County, Washington;
thence North 11 degrees 01' West along the West line of the State Highway right-of-way, a distance of 234.0 feet;
thence West to a point on the West line of said Government Lot 3, that is 465.0 feet North of the point of beginning;
thence South along the West line of said Government Lot 3, a distance of 465.0 feet to the point of beginning.

Situated in Skagit County, Washington.



EXHIBIT B Property Map



When recorded return to:

Guardian Northwest Title & Escrow Company
1301 Riverside Drive, Suite B
Mount Vernon, WA 98273
(360) 424-0111

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

Affidavit No. 2021-1908

Apr 30 2021

Amount Paid \$1045.00

Skagit County Treasurer

By Heather Beauvais Deputy

GNW 20-8075

BARGAIN AND SALE DEED

THE GRANTOR(S)

Michael J. Kalkoske and Patricia R. Kalkoske, a married couple
50275 Washington 20, Concrete, WA 98237

for and in consideration of

SIXTY FIVE THOUSAND AND 00/100 (\$65,000.00) DOLLARS

in hand paid, bargains, sells, and conveys to

City of Seattle, a municipal corporation of the State of Washington

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

P30904/P30927/P30920/P30921

Parcel "A":

Government Lot 8 of Section 12, Township 34 North, Range 9 East, W.M.; EXCEPT that portion thereof conveyed to School District No. 56 by deed recorded October 18, 1894 as Auditor's File No. 20526 in Volume 28 of Deeds, Page 729, records of Skagit County, Washington.

Parcel "B":

The North 1/2 of the Southwest 1/4; of the Southwest 1/4 of Section 12, Township 34 North, Range 9 East, W.M.; lying East of the Sauk River as shown on the face of Skagit County Short Plat No. 72-76 recorded as Auditor's File No. 857846, records of Skagit County, Washington.

Parcel "C":

That portion of Government Lot 6 of Section 12, Township 34 North, Range 9 East, W.M., lying Southerly of the Sauk River, described as follows:

Beginning at the South one-quarter corner of said Section 12; thence westerly along the section line 1305 feet; thence Northerly 1318 feet, more or less, to the Southwest corner of said Government Lot 6, and the True Point of Beginning of the land to be described; thence Easterly along the Southerly boundary of Government Lot 6 and its extension Easterly, for a distance of 1305 feet; thence at an angle of 90° to the left a distance of 650 feet; thence Southwesterly to a point on the Westerly boundary of said Government Lot 6, which lies 420 feet Northerly of the Southwest corner thereof; thence Southerly 420 feet to the True Point of Beginning.

Parcel "D":

That portion of Government Lot 7 of Section 12, Township 34 North, Range 9 East, W.M., lying Southerly and

Easterly of the Sauk River, described as follows:

Beginning at the South one-quarter corner to said Section 12; thence Westerly along the Section line, a distance of 1305 feet; thence Northerly 1318 feet, more or less, to the Southeast corner of Government Lot 7 and the True Point of Beginning of the tract of land to be described; thence Westerly on the Southerly boundary of Government Lot 7, a distance of 510 feet; thence Northeasterly to a point on the Easterly boundary of Government Lot 7, which lies 420 feet Northerly from the Southeast corner thereof; thence Southerly 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

Tax Parcel Number(s): P30927/340912-3-002-0009 & P30920/340912-0-013-0002 & P30921/340912-0-014-0001 & P30904/340912-0-008-0009

Dated: April ²⁸~~30~~, 2021

Michael J. Kalkoske
Michael J. Kalkoske

Patricia R. Kalkoske
Patricia R. Kalkoske

STATE OF WASHINGTON
COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that Michael J. Kalkoske and Patricia R. Kalkoske 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: 28th day of April, 2021

Doug Clark
Signature

Notary Public
Title

My appointment expires: 12-15-21

Notary Public
State of Washington
Doug Clark
Commission No. 196611
Commission Expires 12-15-2021

EXHIBIT A

20-8075-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. 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 Sauk 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 Survey recorded 12/24/2018 as Auditor's File No. 201812240093.
5. Easement, affecting a portion of subject property for the purpose of ingress, egress and utilities including terms and provisions thereof granted to David Hambright, et ux, et al recorded 09/17/2020 as Auditor's File No. 202009170039

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 04/30/2021

DEED OF RIGHT TO USE LAND FOR GNW 20-8075
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 12, Township 34 North, Range 9 East, Ptns SW ¼ Skagit County, Washington

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

Assessor's Property Tax Parcel Number: P30904, P30920, P30921 and P30927; Skagit County

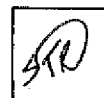


Reference Numbers of Documents Assigned or Released: None.

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 (a), Project Number 18-1502 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 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



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)
COUNTY OF Thurston) ss

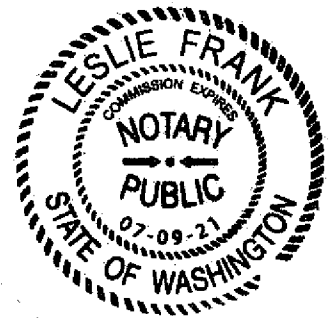
I certify that I know or have satisfactory evidence that Scott T. Robinson is
the person who appeared before me, and said person acknowledged that (he/she) signed
this instrument, on oath stated that (he/she) was authorized to execute the instrument and
acknowledge it as the Deputy Director for the Recreation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

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

My commission expires 7-9-21



SR

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":

Government Lot 8 of Section 12, Township 34 North, Range 9 East, W.M.; EXCEPT that portion thereof conveyed to School District No. 56 by deed recorded October 18, 1894 as Auditor's File No. 20526 in Volume 28 of Deeds, Page 729, records of Skagit County, Washington.

Parcel "B":

The North 1/2 of the Southwest 1/4: of the Southwest 1/4 of Section 12, Township 34 North, Range 9 East, W.M.; lying East of the Sauk River as shown on the face of Skagit County Short Plat No. 72-76 recorded as Auditor's File No. 857846, records of Skagit County, Washington.

Parcel "C":

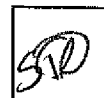
That portion of Government Lot 6 of Section 12, Township 34 North, Range 9 East, W.M., lying Southerly of the Sauk River, described as follows:

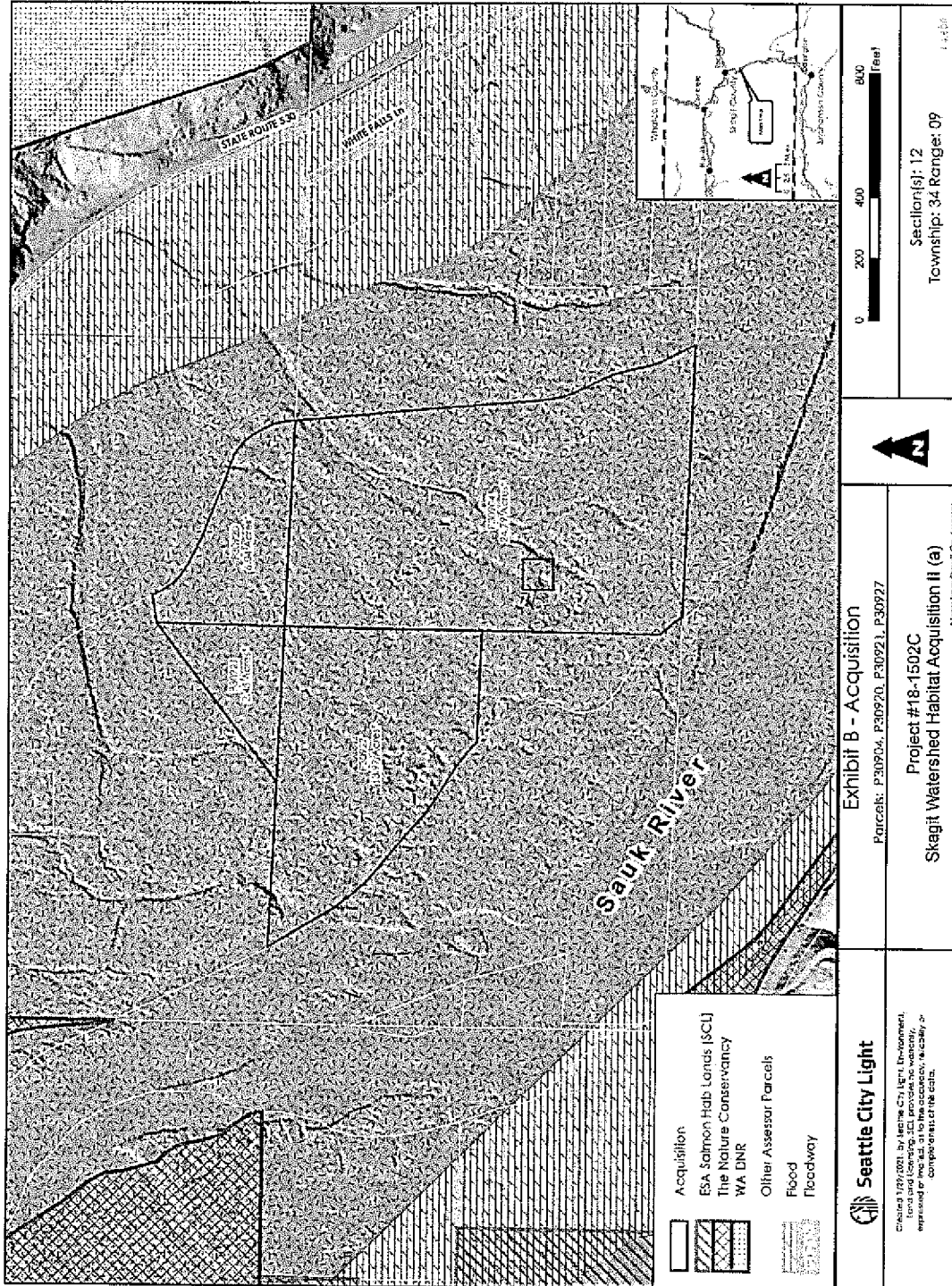
Beginning at the South one-quarter corner of said Section 12; thence westerly along the section line 1305 feet; thence Northerly 1318 feet, more or less, to the Southwest corner of said Government Lot 6, and the True Point of Beginning of the land to be described; thence Easterly along the Southerly boundary of Government Lot 6 and its extension Easterly, for a distance of 1305 feet; thence at an angle of 90° to the left a distance of 650 feet; thence Southwesterly to a point on the Westerly boundary of said Government Lot 6, which lies 420 feet Northerly of the Southwest corner thereof; thence Southerly 420 feet to the True Point of Beginning.

Parcel "D":

That portion of Government Lot 7 of Section 12, Township 34 North, Range 9 East, W.M., lying Southerly and Easterly of the Sauk River, described as follows:

Beginning at the South one-quarter corner to said Section 12; thence Westerly along the Section line, a distance of 1305 feet; thence Northerly 1318 feet, more or less, to the Southeast corner of Government Lot 7 and the True Point of Beginning of the tract of land to be described; thence Westerly on the Southerly boundary of Government Lot 7, a distance of 510 feet; thence Northeasterly to a point on the Easterly boundary of Government Lot 7, which lies 420 feet Northerly from the Southeast corner thereof; thence Southerly to the True Point of Beginning.





After recording return document to:
Seattle City Light -Real Estate
P.O. Box 34023
Suite 4196
Seattle WA 98214

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX
Affidavit No. 20237610
Aug 10 2023
Amount Paid \$405.00
Skagit County Treasurer
By Lena Thompson Deputy

GNW 22-15032

QUIT CLAIM DEED

Reference Number: 350621-3-303

Grantor: Theodore Loney

Grantee: City of Seattle, acting through its City Light Department, a Washington municipal corporation

Legal Description: PTN. S21, T35N, R6E
P41751

The Grantor (s) Theodore Loney, as his separate estate and as surviving spouse of Shirley Loney, deceased, for and in consideration of the sum of TEN AND NO/1 00 DOLLARS (\$10.00) and other valuable consideration, hereby conveys and quitclaims to the **City of Seattle, acting through its City Light Department, a Washington municipal corporation**, Grantee(s), the following described real property, and any after acquired interest of the Grantor(s) therein, situated in Skagit County, in the State of Washington:

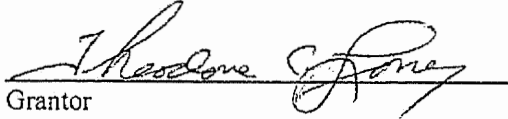
The legal description of the real property hereby conveyed is set forth in Exhibit A and attached hereto and incorporated herein by this reference

The Undersigned hereby agrees to surrender possession of the real property herein conveyed upon receipt of payment from the Grantee.

It is understood and agreed that delivery of this deed is hereby tendered and that the terms and obligations hereof shall not become binding upon Grantee unless and until accepted and approved hereon in writing for the City of Seattle, through its City Light Department, by the Manager of Real Estate Services and upon recording.


QUITCLAIM DEED

Dated 8-2-2023


Grantor

Accepted and Approved

City of Seattle
CITY LIGHT DEPARTMENT

By: 
Greg Sancewich, Manager
Real Estate Services

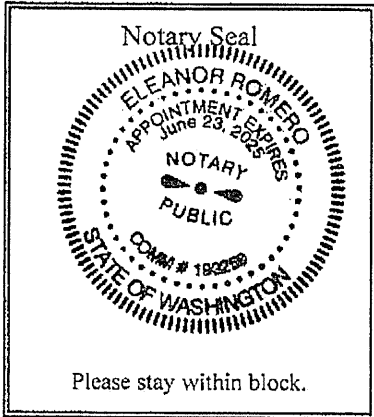
Date: Jun 28, 2023

QUITCLAIM DEED

STATE OF WASHINGTON)
)
COUNTY OF Skagit) : §

On this 2nd day of August, 2023, before me personally appeared Theodore Loney, to me known to be the individual(s) described in and who executed the foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

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



Eleanor Romero
Notary (print name) Eleanor Romero
Notary Public in and for the State of Washington,
residing at Skagit County
My commission expires 6/23/2025

PROPERTY DESCRIPTION:

THAT PORTION OF SECTION 21, TOWNSHIP 35 NORTH, RANGE 6 EAST, W.M. BEING DESCRIBED AT TIMES AS PORTIONS OF GOVERNMENT LOTS 4, 6 AND 8 NOW DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION AND THE SOUTHERLY BANK OF SKAGIT RIVER, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING;

THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY BANK TO THE EAST LINE OF SAID GOVERNMENT LOT 8 OF SAID SECTION; EXTENDED NORTH TO THE SOUTHERLY BANK OF SAID RIVER;

THENCE SOUTH ALONG SAID EAST LINE EXTENDED TO THE SOUTH LINE OF SAID GOVERNMENT LOT 8;

THENCE WEST ALONG SAID SOUTH LINE TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION;

THENCE NORTH ALONG THE NORTH-SOUTH CENTER OF SAID SECTION TO THE TRUE POINT OF BEGINNING;

EXCEPT THAT PORTION DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION, SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE NORTH 30 FEET;

THENCE EAST 20 FEET;

THENCE SOUTH 60 FEET;

THENCE WEST 20 FEET;

THENCE NORTH 30 FEET TO THE TRUE POINT OF BEGINNING

AND ALSO, EXCEPT THOSE PORTIONS THEREOF LYING SOUTH OF THE NORTH LINE OF SHORT PLAT NO. 14-79; EXTENDED EAST TO SAID SOUTHERLY BANK OF SAID RIVER.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON

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

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY Lena Thompson
DATE 08/10/2023

GNW 22-15032

**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 Sec, 21, Twp 35N, R.6 E, W.M.

in Skagit County, Washington

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

Assessor's Property Tax Parcel Numbers: 41751; Skagit County P41751

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 (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 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.



PROPERTY DESCRIPTION:

THAT PORTION OF SECTION 21, TOWNSHIP 35 NORTH, RANGE 6 EAST, W.M. BEING DESCRIBED AT TIMES AS PORTIONS OF GOVERNMENT LOTS 4, 6 AND 8 NOW DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION AND THE SOUTHERLY BANK OF SKAGIT RIVER, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING;

THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY BANK TO THE EAST LINE OF SAID GOVERNMENT LOT 8 OF SAID SECTION; EXTENDED NORTH TO THE SOUTHERLY BANK OF SAID RIVER;

THENCE SOUTH ALONG SAID EAST LINE EXTENDED TO THE SOUTH LINE OF SAID GOVERNMENT LOT 8;

THENCE WEST ALONG SAID SOUTH LINE TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION;

THENCE NORTH ALONG THE NORTH-SOUTH CENTER OF SAID SECTION TO THE TRUE POINT OF BEGINNING;

EXCEPT THAT PORTION DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION, SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE NORTH 30 FEET;

THENCE EAST 20 FEET;

THENCE SOUTH 60 FEET;

THENCE WEST 20 FEET;

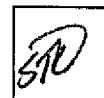
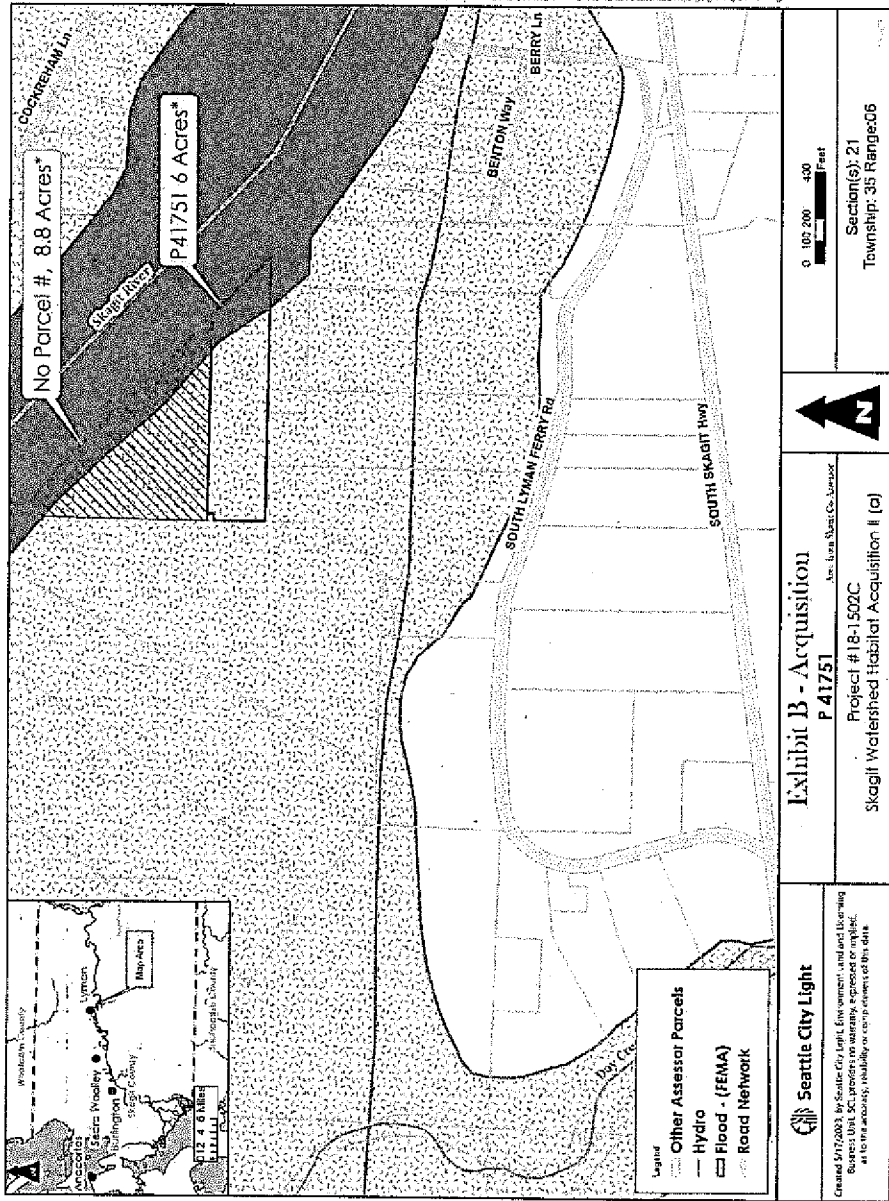
THENCE NORTH 30 FEET TO THE TRUE POINT OF BEGINNING

AND ALSO, EXCEPT THOSE PORTIONS THEREOF LYING SOUTH OF THE NORTH LINE OF SHORT PLAT NO. 14-79; EXTENDED EAST TO SAID SOUTHERLY BANK OF SAID RIVER.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON

EXHIBIT B

Property Map



When recorded return to:

City of Seattle, a Washington municipal corporation
700 North 5th Ave, Ste 3300 PO Box 34023 RM 3318
Seattle, WA 98124-9871

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

Affidavit No. 20239012

Dec 13 2023

Amount Paid \$405.00
Skagit County Treasurer
By Lena Thompson Deputy

GNW 23-19041

STATUTORY WARRANTY DEED

THE GRANTOR(S) Brian Ruble, a single man at all times of ownership, as his separate estate, 2029 Horizon
Place, Stanwood, WA 98292,

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

in hand paid, conveys, and warrants to City of Seattle, a Washington 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:
Lot 21, CAREFREE ACRES, SUBDIVISION NO. 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): P63502

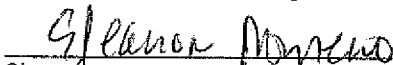
Dated: 12/12/23



Brian Ruble

STATE OF WASHINGTON
COUNTY OF SKAGIT

This record was acknowledged before me on 12th day of December, 2023, by Brian Ruble.



Signature

Notary

Title

My commission expires: 6/23/2025

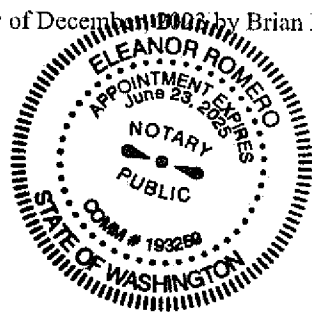


EXHIBIT A
LEGAL DESCRIPTION

Property Address: NHN Pandora Circle, Marblemount, WA 98267
Tax Parcel Number(s): P63502

Property Description:

Lot 21, CAREFREE ACRES, SUBDIVISION NO. 1, as per plat recorded in Volume 8 of Plats, page 62, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

EXHIBIT B

23-19041-KH

9. 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

10. EASEMENT DISCLOSED BY INSTRUMENT AND CONDITIONS CONTAINED THEREIN:

In Favor Of: Not disclosed
For: Utilities
Affects: 5 foot strip along adjoining roadway

11. 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.

12. 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.

202507310094

07/31/2025 03:37 PM Pages: 1 of 4 Fees: \$306.50
Skagit County Auditor, WA

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

Affidavit No. 20252467

Jul 31 2025

Amount Paid \$74142.50

Skagit County Treasurer

By Kaylee Oudman Deputy

When recorded return to:

City of Seattle, a municipal corporation of the State of Washington
700 5th Avenue North, Ste 300 PO Box 34023 Real Estate Services Rm 3318
Seattle, WA 98109

GNW 24-21671

STATUTORY WARRANTY DEED

THE GRANTOR(S) WHITMORE PROPERTIES, LLC, a Washington Limited Liability Company, PO Box 1824,
Anacortes, WA 98221,

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. NE, SW, SE, & Gov. Lots 2 & 3, Section 13, Township 35 North, Range 5 East and Ptn. Gov. Lot 2, Section
18, Township 35 North, Range 6 East

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): P41569, P39012, P39021, P39022, P39023, P38951, P38952, P38985, P38995 and P38998

Dated: July 30 2025

WHITMORE PROPERTIES, LLC, a Washington Limited Liability Company

By: Elizabeth Whitmore
Elizabeth Whitmore, authorized agent

When recorded return to:

City of Seattle, a municipal corporation of the State of Washington
700 5th Avenue North, Ste 300 PO Box 34023 Real Estate Services Rm 3318
Seattle, WA 98109

STATUTORY WARRANTY DEED

THE GRANTOR(S) WHITMORE PROPERTIES, LLC, a Washington Limited Liability Company, PO Box 1824, Anacortes, WA 98221,

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. NE, SW, SE, & Gov. Lots 2 & 3, Section 13, Township 35 North, Range 5 East and Ptn. Gov. Lot 2, Section 18, Township 35 North, Range 6 East

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): P41569, P39012, P39021, P39022, P39023, P38951, P38952, P38985, P38995 and P38998

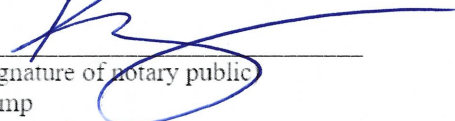
Dated: July 30 2025

WHITMORE PROPERTIES, LLC, a Washington Limited Liability Company

By: Elizabeth Whitmore
Elizabeth Whitmore, authorized agent

STATE OF WASHINGTON
COUNTY OF SKAGIT

This record was acknowledged before me on this 30 day of July, 2025, by Elizabeth Whitmore, authorized agent of WHITMORE PROPERTIES, LLC.



(Signature of notary public
Stamp

Notary

(Title of office)

My commission expires: 6/19/29

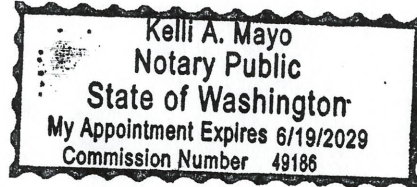


EXHIBIT A
LEGAL DESCRIPTION

Property Address: 8362 Robinson Road, Sedro-Woolley, WA 98284

Tax Parcel Number(s): P41569, P39012, P39021, P39022, P39023, P38951, P38952, P38985, P38995 and P38998

Property Description:

Parcel A:

That portion of the South 1/2 of the Northeast 1/4 of Section 13, Township 35 North, Range 5 East, W.M., lying Southerly of the Great Northern Railway right of way and East of a line drawn due South from the Southeast corner of the Great Northern Railway Company's Trestle No. 37, as it existed on August 9, 1941.

EXCEPT that portion thereof lying East of a straight line drawn South from a point on South line of the Minkler Road, as it existed on January 9, 1920, 600 feet West (as measured along said road) of its intersection with the East line of said Section 13.

Parcel B:

The Southeast 1/4 of the Southwest 1/4; Government Lots 2 and 3; the Northeast 1/4 of the Southeast 1/4; the Northwest 1/4 of the Southeast 1/4; and the Northeast 1/4 of the Southwest 1/4; EXCEPT the West 660 feet thereof, all in Section 13, Township 35 North, Range 5 East, W.M., EXCEPT roads, EXCEPT that portion, if any, lying within the bed of the Skagit River, AND

EXCEPT the following described tract:

Beginning at the Northeast corner of the Southwest 1/4 of said Section 13; thence West 720 feet; thence South 100 feet; thence East 1320 feet; thence North 100 feet; thence West 600 feet to the point of beginning.

Parcel C:

That portion of Government Lot 2 in Section 18, Township 35 North, Range 6 East, W.M., lying South of the Great Northern Railway right of way, EXCEPT County road along the East line thereof.

ALSO EXCEPT the following described tract:

Beginning at the point of intersection of the Southeast corner of said Lot 2 and the West line of the County road right-of-way; thence West along the South line of said Lot 2, 100 feet; thence North parallel with the East line of said Lot 2, 25 feet; thence East parallel with the South line of said Lot 2, 100 feet, more or less, to the West line of the County road; thence South along said West line to the point of beginning.

EXHIBIT B

24-21671-KH

9. EASEMENT AND PROVISIONS CONTAINED THEREIN AS CREATED OR DISCLOSED
INSTRUMENT: In Favor Of: George D. Dickinson Recorded: September 13, 1941 Auditor's No.: 344223 For:
Ditch and related purposes Affects: The exact location is not fully described in said instrument
10. RESERVATIONS, PROVISIONS AND/OR EXCEPTIONS CONTAINED IN INSTRUMENT: Executed
By: W.M. Lindsey, et ux Recorded: April 10, 1900 Auditor's No.: 33127 As Follows: Regarding mineral
reservations Said mineral rights are now held by Skagit County
11. 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 and sloughs associated therewith
12. 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.)
13. Any lien or liens that may arise or be created in consequence of or pursuant to an act of the Legislature of
the State of Washington entitled "an ACT prescribing the ways in which waterways for the uses of navigation
may be excavated by private contract, providing for liens upon lands belonging to the State, granting rights of
way across land belonging to the State", approved March 9, 1893.
14. Right of the State of Washington or any Grantee or Lessee thereof, upon paying reasonable compensation,
to acquire right-of-way for private railroads, skid roads, flumes, canals, water courses, or other easements for
transporting and moving timber, stone, minerals or other products from other lands.
15. Any question that may arise as to the location of Great Northern Railway Company Trestle No. 37 as it
existed on August 9, 1941; which trestle is referenced in the legal description of Parcel "A" herein.
16. 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: Survey
Recorded: September 14, 2005
Auditor's No.: 200509140115
17. Roadway disclosed by instrument recorded October 28, 2016 as Auditor's File No. 201610280004. Said
instrument does not disclose whether said roadway is thought to be a County road or a private road.

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

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY Lena Thompson
DATE 08/19/2025

GNW 24-21671

**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: Ptn. NE, SW, SE, & Gov. Lots 2 & 3, Section 13, Township 35 North,
Range 5 East and Ptn. Gov. Lot 2, Section
18, Township 35 North, Range 6 East

in Skagit County, Washington

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

Assessor's Property Tax Parcel Numbers: P41569, P38951, P38985, P38952, P38995,
P38998, P39012, P39021, P39022 and P39023; 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 Natural Climate Solutions Account, State Building Construction Account-



Salmon Recovery Funding Board , Puget Sound Acquisition and Restoration Account. Such grant is made pursuant to the Project Agreements entered into between the Grantor and the Grantee entitled 2022 Skagit Watershed Habitat Acquisition VI (b), Project Number 22-1595A, signed by the Grantor on the 23rd day of February, 2023 and by the Grantee on the 23rd day of February, 2023, and Skagit Watershed Habitat Acquisition 2024 SCL Project Number 24-1743A, signed by the Grantor on the 10th day of January, 2025 and by the Grantee on the 13th day of January, 2025 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:

1. The Grantor shall take such reasonable and feasible measures as are necessary to protect the Real Property as described in Exhibit A: Legal Description, in perpetuity. Such measures shall be consistent with the purposes in the Project Agreement, including protecting, preserving, restoring and/or enhancing the habitat functions on the Real Property, which includes riparian habitat. This habitat supports or may support priority species or groups of species including but not limited to Chinook.
2. The Grantor shall allow public access to the Property as provided in the Project Agreement. Such access shall be subject to the restrictions allowed under the Project Agreement, by written agreement with the Grantee, or under state law.
3. Public access may be limited as necessary for safe and effective management of the property consistent with salmon recovery purposes, but only by written approval of the RCO or funding board.
4. The Grantor shall allow access by the Grantee to inspect the Real Property for compliance with the terms of this Deed and the applicable 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.
5. 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.



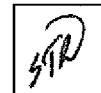
6. Grantee's consent to an inconsistent use or property interest under this Deed shall be granted only to the extent permitted by law and upon the following three conditions, which ensure the substitution of other eligible land. The conditions are:
- a. the substitute salmon recovery land must be of reasonably equivalent habitat qualities, characteristics and location for the salmon recovery purposes as the Real Property prior to any inconsistent use;
 - b. the substitute salmon recovery land must be of at least equal fair market value to the Real Property at the time of Grantee's consent to the inconsistent use; and
 - c. the fair market value of the Real Property at the time of the Grantee's consent to the inconsistent use shall not take into consideration any encumbrances imposed on or alterations made to that land as a result of the original state grant and other grants if such encumbrances or alterations reduce the value of the Real Property from what it would be without them.

For purposes of this Deed, the 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.

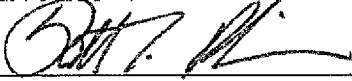
This Deed may not be removed or altered from the Real Property, or the Real Property further encumbered, or any property rights in or appurtenant to the Real Property transferred or sold, unless specific written approval has been granted by RCO and/or the Washington State Salmon Recovery Funding Board or its successors. No sale or transfer of the Real Property including less than fee conveyance of property interest, or changes to this Deed, shall be made without the written approval of the RCO. Any such sale or transfer of any property interest or rights in the Real Property, or changes to this Deed, or the recording of any encumbrance, covenant, etc. upon the Real Property shall be void when made unless approved in writing by RCO or made part of the Grant Agreement by amendment.

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



GRANTEE:

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

By: 

Name: Scott T. Robinson

Title: Deputy Director

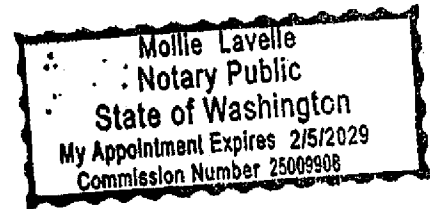
Dated this 31st day of July, 2025

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 they signed this instrument, on oath stated that he 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: 7/31/25

Signed: 



Notary Public in and for the State of Washington,
residing in Thurston County
My commission expires 2/5/29

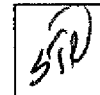


EXHIBIT A

Legal Description

The Land referred to herein below and is described as follows:

Property Address: 8362 Robinson Road, Sedro-Woolley, WA 98284

Tax Parcel Number(s): P41569, P39012, P39021, P39022, P39023, P38951, P38952, P38985, P38995 and P38998

Property Description:

Parcel A:

That portion of the South 1/2 of the Northeast 1/4 of Section 13, Township 35 North, Range 5 East, W.M., lying Southerly of the Great Northern Railway right of way and East of a line drawn due South from the Southeast corner of the Great Northern Railway Company's Trestle No. 37, as it existed on August 9, 1941. EXCEPT that portion thereof lying East of a straight line drawn South from a point on South line of the Minkler Road, as it existed on January 9, 1920, 600 feet West (as measured along said road) of its intersection with the East line of said Section 13.

Parcel B:

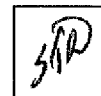
The Southeast 1/4 of the Southwest 1/4; Government Lots 2 and 3; the Northeast 1/4 of the Southeast 1/4; the Northwest 1/4 of the Southeast 1/4; and the Northeast 1/4 of the Southwest 1/4; EXCEPT the West 660 feet thereof, all in Section 13, Township 35 North, Range 5 East, W.M., EXCEPT roads, EXCEPT that portion, if any, lying within the bed of the Skagit River, AND EXCEPT the following described tract:

Beginning at the Northeast corner of the Southwest 1/4 of said Section 13; thence West 720 feet; thence South 100 feet; thence East 1320 feet; thence North 100 feet; thence West 600 feet to the point of beginning.

Parcel C:

That portion of Government Lot 2 in Section 18, Township 35 North, Range 6 East, W.M., lying South of the Great Northern Railway right of way, EXCEPT County road along the East line thereof, ALSO EXCEPT the following described tract:

Beginning at the point of intersection of the Southeast corner of said Lot 2 and the West line of the County road right-of-way; thence West along the South line of said Lot 2, 100 feet; thence North parallel with the East line of said Lot 2, 25 feet; thence East parallel



with the South line of said Lot 2, 100 feet, more or less, to the West line of the County road; thence South along said West line to the point of beginning.



SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

Affidavit No. 20253768

Nov 19 2025

Amount Paid \$12143.00

Skagit County Treasurer

By Lena Thompson Deputy

When recorded return to:

City of Seattle, a municipal corporation of the State of Washington
700 5th Avenue, Ste 300 PO Box 34023 Real Estate Services Rm 3318
Seattle, WA 98109

GNW 25-24493

STATUTORY WARRANTY DEED

THE GRANTOR(S) Lynne M. Lang and Patrick J. Lang, wife and husband, 6173 South Campbell Lake Road,
Anacortes, WA 98221,

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

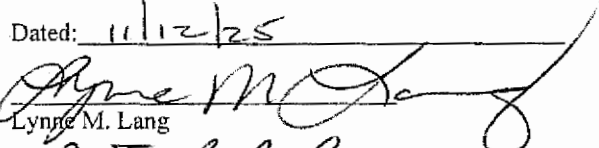
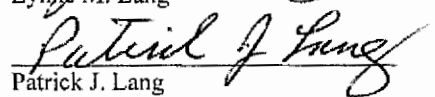
the following described real estate, situated in the County Skagit, State of Washington:

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

Abbreviated legal description: Property 1:
Section 30, Township 36 North, Range 11 East - Ptn.SE (aka TR 2 Survey AF 8002190006)

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): P51905

Dated: 11/12/25

Lynne M. Lang

Patrick J. Lang

STATE OF WASHINGTON
COUNTY OF SKAGIT

This record was acknowledged before me on this 12~~th~~ day of November, 2025, by Lynne M. Lang and Patrick J. Lang.

Eleanor Romero
Signature

Notary
Title

My commission expires: 5/5/2029

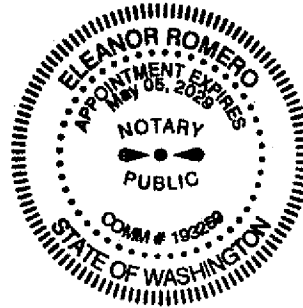


EXHIBIT A
LEGAL DESCRIPTION

Property Address: 4588 Diobsud Creek Road, Marblemount, WA 98267
Tax Parcel Number(s): P51905

Property Description:

Tract 2 of that certain survey of portions of Sections 29, 30 and 31, Township 36 North, Range 11 East of the Willamette Meridian, recorded February 19, 1980, in Volume 3 of Surveys, pages 12 and 13, under Auditor's File No. 8002190006, records of Skagit County, Washington.

Situated in Skagit County, Washington.

EXHIBIT B

25-24493-KH

9. EASEMENT, INCLUDING TERMS AND PROVISIONS THEREOF:

Grantee: The United States of America

Dated: August 1, 1945

Recorded: August 13, 1946

Auditor's No.: 390790

Purpose: To locate, construct, re-locate, maintain, patrol, and repair a roadway and telephone transmission line

Area Affected: A 66 foot wide strip through the Northeast ¼ of the Northwest ¼ of Section 31, and the Southeast ¼ of Section 30, Township 36 North, Range 11 East, W.M..

10. EASEMENT, INCLUDING TERMS AND PROVISIONS THEREOF:

Grantee: Georgia-Pacific Corporation, a Georgia corporation

Dated: April 6, 1973

Recorded: October 31, 1973

Auditor's No.: 792756

Purpose: Road purposes

Area Affected: A 66 foot wide strip

11. Agreement, including the terms and conditions thereof; entered into;

By: City of Seattle

And Between: Terrace C. Hedding and Eunice Hedding, husband and wife; Kenneth C. Hunter; and David L. Gruber and Beverly A. Gruber, husband and wife

Recorded: June 5, 1979

Auditor's No.: 7906050006, records of Skagit County, Washington

Providing: Roadway and underground utilities

12. Covenants, conditions, and restrictions contained in instrument(s), but omitting any covenant, condition or restriction based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicap persons;

Recorded: December 12, 1979

Auditor's No(s): 7912120023

Executed By: David L. Gruber and Beverly A. Gruber, husband and wife; and Kenneth C. Hunter, a single man

As Follows: It is understood that the only access to the above property is by means of a U.S. Forest Service road and that access is subject to permission of the Forest Service. However, the Sellers herein are in the process of obtaining a legal 60 foot right-of-way to the above property and have plans to construct a gravel road upon such right-of-way, and Sellers herein agree to grant Purchasers herein the right to use said right-of-way and road, for ingress, egress and utilities.

13. 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 for Ken Hunter recorded February 19, 1980 as Auditor's File No. 8002190006.

Statutory Warranty Deed
LPB 10-05

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: Diobsud 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. Matters pertaining to an unrecorded private road as delineated on the Skagit County Assessor's Map of the subject property and other property.

17. Regulatory notice/agreement regarding Title Notification - Property Adjacent to Designated Natural Resource Lands that may include covenants, conditions and restrictions affecting the subject property, recorded on June 29, 2000 as Auditor's File No. 200006290023 .

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.

18. Regulatory notice/agreement regarding Low Flow Mitigation Summary that may include covenants, conditions and restrictions affecting the subject property, recorded on July 18, 2000 as Auditor's File No. 200007180051 .

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.

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY Lena Thompson
DATE 01/08/2026

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

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

M10636

Lang Property

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 (RCO), including any successor agencies.

Abbreviated Legal Description: P51905
Section 30, Township 36 North, Range 11 East-Ptn. SE (aka Tract 2 of
Survey AF No. 8002190006)

in Skagit County, Washington

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



Assessor's Property Tax Parcel Number: P 51905; 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 US Department of Commerce, NOAA Pacific Coastal Salmon Recovery Fund, State Building Construction Account- Salmon Recovery Funding Board, and Puget Sound Acquisition and Restoration Account. Such grant and this Deed are made pursuant to the Grant Agreements entered into between the Grantor and the Grantee entitled Skagit Watershed Habitat Acquisition 2024 SCL Project Number 24-1743A, signed by the Grantor on the 10th day of January, 2025 and by the Grantee on the 13th day of January, 2025 and supporting materials, which are on file with the Grantor and the Grantee in connection with the Grant 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:

1. The Grantor shall take such reasonable and feasible measures as are necessary to protect the Real Property as described in Exhibit A: Legal Description, in perpetuity. Such measures shall be consistent with the purposes in the Grant Agreement, including protecting, preserving, restoring and/or enhancing the habitat functions on the Real Property, which includes riparian habitat. This habitat supports or may support priority species or groups of species including but not limited to Chinook.
2. The Grantor shall allow public access to the Property as provided in the Grant Agreement. Such access shall be subject to the restrictions allowed under the Grant Agreement, by written agreement between the Grantee and Grantor, or under state law.
3. Public access may be limited as necessary for safe and effective management of the property consistent with salmon recovery purposes, but only by written approval of the RCO or funding board.
4. The Grantor shall allow access by the Grantee to inspect the Real Property for compliance with the terms of this Deed and the applicable Grant Agreement to which the Grantor is a signatory. Such access shall be subject to the restrictions, if any, allowed under the Grant Agreement, by written agreement



with the Grantee, or under state law. The Grantor warrants it has and shall maintain the legal right and means to reach the property.

5. Without prior written consent by the Grantee or its successors, through an amendment to the Grant Agreement or the process set forth below, the Grantor shall not use or allow any use of the Real Property (including any part of it) that is inconsistent with the salmon recovery grant purposes herein granted and as stated in the Grant Agreement. The Grantor shall also not grant or suffer the creation of any property interest that is inconsistent with the salmon recovery grant purposes herein granted and as stated in the Grant Agreement or otherwise approved in writing by the RCO or funding board.
6. Grantee's consent to an inconsistent use or property interest under this Deed shall be granted only to the extent permitted by law and upon the following three conditions, which ensure the substitution of other eligible land. The conditions are:
 - a. the substitute salmon recovery land must be of reasonably equivalent habitat qualities, characteristics and location for the salmon recovery purposes as the Real Property prior to any inconsistent use;
 - b. the substitute salmon recovery land must be of at least equal fair market value to the Real Property at the time of Grantee's consent to the inconsistent use; and
 - c. the fair market value of the Real Property at the time of the Grantee's consent to the inconsistent use shall not take into consideration any encumbrances imposed on or alterations made to that land as a result of the original state grant and other grants if such encumbrances or alterations reduce the value of the Real Property from what it would be without them.

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

This Deed contains covenants running with the land and shall be binding upon the Grantor, its successors and assigns, and upon any person acquiring the Property, or any portion thereof, or any interest therein, including a leasehold interest, whether by operation of law or otherwise. If the Grantor sells all or any portion of its interest, the new owner of the Property or any portion thereof (including, without limitation, any owner who acquires its interest by foreclosure, trustee's sale or otherwise) shall be subject to applicable covenants and requirements under the Deed.



This Deed may not be removed or altered from the Real Property, or the Real Property further encumbered, or any property rights in or appurtenant to the Real Property transferred or sold, unless specific approval has been granted by RCO and/or the Washington State Salmon Recovery Funding Board or its successors. No sale or transfer of the Real Property including less than fee conveyance of property interest, or changes to this Deed, shall be made without the written approval of the RCO. Any such sale or transfer of any property interest or rights in the Real Property, or changes to this Deed, or the recording of any encumbrance, covenant, etc. upon the Real Property shall be void when made unless approved in writing by RCO or made part of the Grant Agreement by amendment.

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

REMAINDER OF PAGE IS INTENTIONALLY BLANK; SIGNATURE PAGES FOLLOW

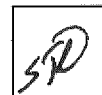


EXHIBIT A

Legal Description

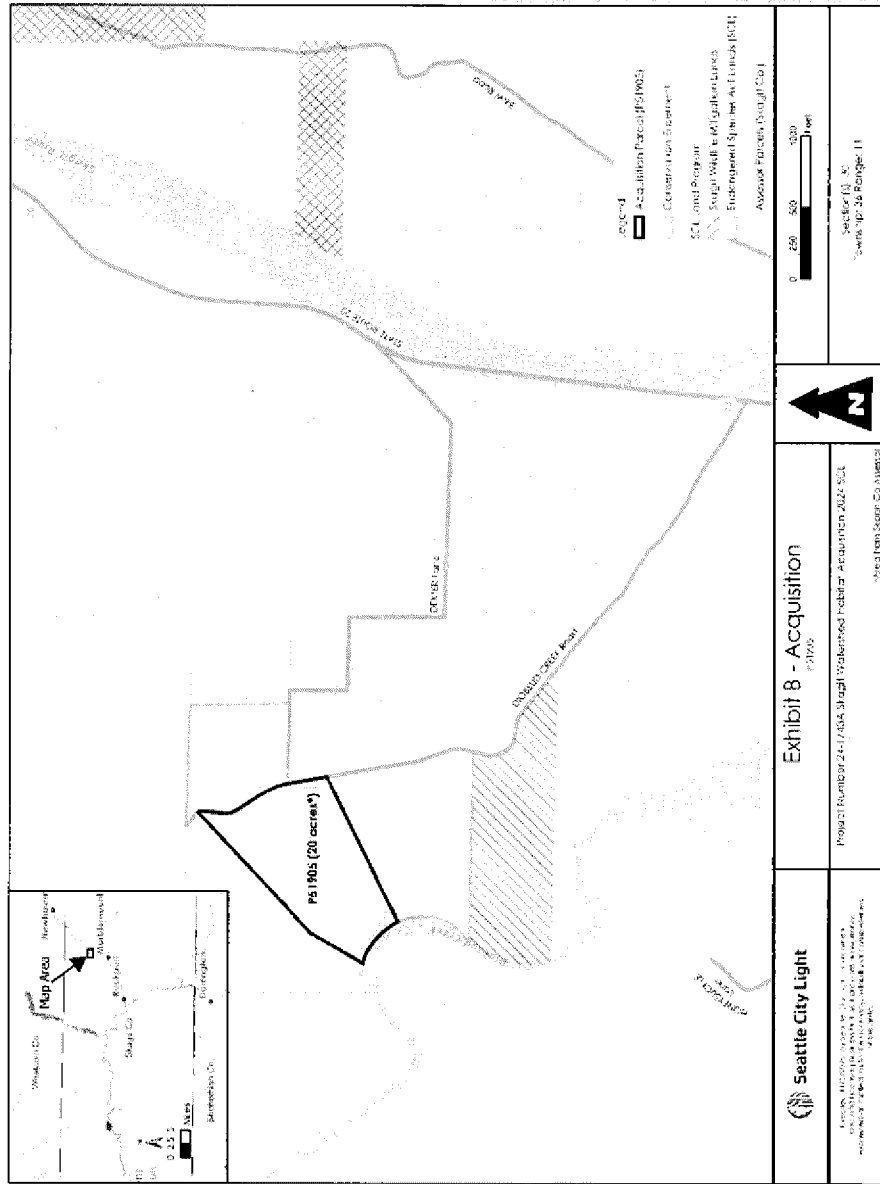
The Land referred to herein below and is described as follows:

Tract 2 of that certain survey of portions of Sections 29, 30 and 31, Township 36 North, Range 11 East of the Willamette Meridian, recorded February 19, 1980, in Volume 3 of Surveys, pages 12 and 13, under Auditor's File No. 8002190006, records of Skagit County, Washington.

Situate in Skagit County, Washington.



EXHIBIT B Property Map



When recorded return to:

City of Seattle, a municipal corporation of the State of Was
700 5th Avenue, Ste 300 PO Box 34023 Real Estate Servic
Seattle, WA 98104

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX
Affidavit No. 20253947
Dec 09 2025
Amount Paid \$1045.00
Skagit County Treasurer
By Lena Thompson Deputy

GNW 25-22983

STATUTORY WARRANTY DEED

THE GRANTOR(S) Blaise D. Sims, 40322 307th Street Northeast, Arlington, WA 98223,
*as their separate estate
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:
Gov. Lot 2, Section 6, Township 33 North, Range 10 East

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): P18637

Dated: Dec 08, 2025
Blaise D. Sims
Blaise D. Sims

STATE OF WASHINGTON
COUNTY OF SKAGIT

This record was acknowledged before me on this 8th day of December, 2025, by Blaise D. Sims.

Eleanor Romero
Signature
Notary
Title

My commission expires: 5/5/2029



EXHIBIT A
LEGAL DESCRIPTION

Property Address: NHN Concrete Sauk Valley Road, Concrete, WA 98241
Tax Parcel Number(s): P18637

Property Description:

Government Lot 2 in Section 6, Township 33 North, Range 10 East, W.M.,

EXCEPT that portion conveyed to the City of Seattle, Department of Lighting by Deed recorded under Auditor's File No. 363009, records of Skagit County, Washington.

Situated in Skagit County, Washington.

EXHIBIT B

25-22983-KH

9. 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.
10. 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.
11. 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.)
12. 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.