



SEATTLE CITY COUNCIL

Legislative Summary

CB 118901

Record No.: CB 118901

Type: Ordinance (Ord)

Status: Passed

Version: 1

Ord. no: Ord 125255

In Control: City Clerk

File Created: 12/19/2016

Final Action: 02/02/2017

Title: AN ORDINANCE relating to the City Light Department; accepting statutory warranty deeds to the Swan property in King County, Washington, the Bettys Family Trust, Bettys Trust, Crossman, Farm and Fowl, LLC, Frol, James, Jones, Learned's Little Houses, LLC, Nelson, Trowbridge, and Weatherburn properties in Skagit County, Washington, and the Watkins et al. property in Snohomish County, Washington; accepting a quit claim deed to Skagit Land Trust properties in Skagit County, for salmonid habitat protection purposes; declaring certain real property rights surplus and no longer required for providing public utility service or other municipal purposes; ratifying the grants of Deeds of Right to the State of Washington on the Bettys Family Trust, Bettys Trust, Crossman, Frol, Jones, Nelson, and Watkins et al. properties for salmon recovery and conservation purposes; placing said lands under the jurisdiction of the City Light Department; and ratifying and confirming certain prior acts.

Date

Notes:

Filed with City Clerk:

Mayor's Signature:

Sponsors: Sawant

Vetoed by Mayor:

Veto Overridden:

Veto Sustained:

Attachments: Att A - Statutory Warranty Deed Robert Jay Swan, Bryan Marsh Bell, and Christine T. Wood, Att B - Statutory Warranty Deed Bettys Family Trust, Grantor, Att C - Deed of Right to Use Parcel 44887, Skagit County, Att D - Statutory Warranty Deed Bettys Trust, Grantor, Att E - Deed of Right to Use Parcels 44877 and 44886, Skagit County, Att F - Statutory Warranty Deed Clair A. Crossman, Grantor, Att G - Deed of Right to Use Parcel 18977, Skagit County, Att H - Statutory Warranty Deed Farm and Fowl, LLC, Grantor, Att I - Statutory Warranty Deed Phyllis A. Frol, Dolores L. Tokin, formerly Dolores L. Kump, and Steven C. Frol, Att J - Deed of Right to Use Parcel 18979, Skagit County, Att K - Statutory Warranty Deed Jonathan L. James and Natasha R. James, Grantors, Att L - Statutory Warranty Deed Karene W. Jones, Grantor, Att M - Deed of Right to Use Parcel 44885, Skagit County, Att N - Statutory Warranty Deed Learned's Little Houses, LLC, Grantor, Att O - Statutory Warranty Deed L. Ward Nelson and Cathryn J. Nelson, Grantors, Att P - Deed of Right to Use Parcel 18976, Skagit County, Att Q - Quit Claim Deed Skagit Land Trust, Grantor, Att R - Statutory Warranty Deed David B. Trowbridge and Michelle Trowbridge, Att S - Statutory Warranty Deed Michael Weatherburn and M. Louise Weatherburn, Att T - Statutory Warranty Deed Marilyn P. Watkins, Jannie Spain, formerly Jannie Ulberg, James Ajemian, and Nancy Sherman, Att U - Deed of Right to Use Parcels 320925-001-001-00 and 320925-001-002-00

Drafter: Denise.Krownbell@seattle.gov

Filing Requirements/Dept Action:

History of Legislative File

Legal Notice Published: Yes No

| Version: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|----------|----------------------------------|---|------------------------------------|----------------------------------|-----------|--------------|---------|
| 1 | Mayor | 01/10/2017 | Mayor's leg transmitted to Council | City Clerk | | | |
| | Action Text: | The Council Bill (CB) was Mayor's leg transmitted to Council. to the City Clerk | | | | | |
| | Notes: | | | | | | |
| 1 | City Clerk | 01/10/2017 | sent for review | Council President's Office | | | |
| | Action Text: | The Council Bill (CB) was sent for review. to the Council President's Office | | | | | |
| | Notes: | | | | | | |
| 1 | Council President's Office | 01/13/2017 | sent for review | Energy and Environment Committee | | | |
| | Action Text: | The Council Bill (CB) was sent for review. to the Energy and Environment Committee | | | | | |
| | Notes: | | | | | | |
| 1 | Full Council | 01/23/2017 | referred | Energy and Environment Committee | | | |
| | Action Text: | The Council Bill (CB) was referred. to the Energy and Environment Committee | | | | | |
| | Notes: | | | | | | |
| 1 | Energy and Environment Committee | 01/24/2017 | pass | | | | Pass |
| | Action Text: | The Committee recommends that Full Council pass the Council Bill (CB). In Favor: 3 Chair Sawant, Vice Chair Juarez, Member González Opposed: 0 | | | | | |
| 1 | Full Council | 01/30/2017 | passed | | | | Pass |
| | Action Text: | The Council Bill (CB) was passed by the following vote, and the President signed the Bill: In Favor: 9 Councilmember Bagshaw, Councilmember Burgess, Councilmember González , Council President Harrell, Councilmember Herbold, Councilmember Johnson, Councilmember Juarez, Councilmember O'Brien, Councilmember Sawant Opposed: 0 | | | | | |
| | Notes: | | | | | | |
| 1 | City Clerk | 02/01/2017 | submitted for Mayor's signature | Mayor | | | |
| 1 | Mayor | 02/02/2017 | Signed | | | | |
| 1 | Mayor | 02/02/2017 | returned | City Clerk | | | |
| 1 | City Clerk | 02/02/2017 | attested by City Clerk | | | | |
| | Action Text: | The Ordinance (Ord) was attested by City Clerk. | | | | | |
| | Notes: | | | | | | |

CITY OF SEATTLE

ORDINANCE 125255

COUNCIL BILL 118901

AN ORDINANCE relating to the City Light Department; accepting statutory warranty deeds to the Swan property in King County, Washington, the Bettys Family Trust, Bettys Trust, Crossman, Farm and Fowl, LLC, Frol, James, Jones, Learned's Little Houses, LLC, Nelson, Trowbridge, and Weatherburn properties in Skagit County, Washington, and the Watkins et al. property in Snohomish County, Washington; accepting a quit claim deed to Skagit Land Trust properties in Skagit County, for salmonid habitat protection purposes; declaring certain real property rights surplus and no longer required for providing public utility service or other municipal purposes; ratifying the grants of Deeds of Right to the State of Washington on the Bettys Family Trust, Bettys Trust, Crossman, Frol, Jones, Nelson, and Watkins et al. properties for salmon recovery and conservation purposes; placing said lands under the jurisdiction of the City Light Department; and ratifying and confirming certain prior acts.

WHEREAS, Ordinance 121114 authorized the Superintendent 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's Early Action Program, which was approved by Resolution 29905; and

WHEREAS, under authority of Ordinance 121114, the City Light Department ("City Light") acquired the properties in the Bettys Family Trust, Bettys Trust, Crossman, Farm and Fowl, LLC, Frol, James, Jones, Learned, Nelson, Skagit Land Trust, Trowbridge, and Weatherburn properties in the Skagit River watershed and the Swan property in the Tolt watershed; and

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

1 WHEREAS, City Light's purchase of the Watkins et al. property in the Skagit River watershed
2 was counted as match towards the Salmon Recovery Funding Board (SRFB) grants to the
3 City used for habitat property purchases under the Early Action Program in 2015; and

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

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

10 Section 1. The Statutory Warranty Deed executed by Robert Jay Swan, Bryan Marsh
11 Bell, and Christine T. Wood as Successor Trustee of the Talbot Family Exemption Trust on
12 December 14 and 15, 2015, as Grantors, recorded under King County Auditor's File Number
13 20151231000549, a copy of which is included as Attachment A to this ordinance, conveying
14 approximately 154 acres located along Stossel Creek, a part of the Tolt River, to The City of
15 Seattle, is hereby accepted; and the real property conveyed therein is placed under the
16 jurisdiction of the City Light Department.

17 Section 2. The Statutory Warranty Deed executed by Bettys Family Trust, Keith W.
18 Bettys and Lila Bettys Co-Trustees on January 2, 2015, as Grantor, recorded under Skagit
19 County Auditor's File Number 201501090044, a copy of which is included as Attachment B to
20 this ordinance, conveying approximately 0.73 acres located along the Skagit River to The City of
21 Seattle, is hereby accepted; and the real property conveyed therein is placed under the
22 jurisdiction of the City Light Department, and pursuant to RCW 35.94.040 and after public
23 hearing, the Deed of Right for said property executed by the City on December 24, 2014, as

1 Grantor, and the State of Washington as Grantee, recorded under Skagit County Auditor's File
2 Number 201501090045, a copy of which is included as Attachment C to this ordinance, is
3 hereby ratified in fulfillment of Salmon Recovery Funding Board (SRFB) Grant, Project Number
4 11-1536A.

5 Section 3. The Statutory Warranty Deed executed by Bettys Trust, Ralph E. Bettys
6 Trustee on December 31, 2014, as Grantor, recorded under Skagit County Auditor's File Number
7 201501090042, a copy of which is included as Attachment D to this ordinance, conveying
8 approximately 1.28 acres located along the Skagit River to The City of Seattle, is hereby
9 accepted; and the real property conveyed therein is placed under the jurisdiction of the City Light
10 Department, and pursuant to RCW 35.94.040 and after public hearing, the Deed of Right for said
11 property executed by the City Light Department on December 24, 2014, as Grantor, and State of
12 Washington as Grantee, recorded under Skagit County Auditor's File Number 201501090043, a
13 copy of which is included as Attachment E to this ordinance, is hereby ratified in fulfillment of
14 SRFB Grant, Project Number 11-1536A.

15 Section 4. The Statutory Warranty Deed executed by Clair A. Crossman on September
16 23, 2015, as Grantor, recorded under Skagit County Auditor's File Number 201509230062, a
17 copy of which is included as Attachment F to this ordinance, conveying approximately 5.09
18 acres located along the Suiattle River to The City of Seattle, is hereby accepted; and the real
19 property conveyed therein is placed under the jurisdiction of the City Light Department, and
20 pursuant to RCW 35.94.040 and after public hearing, the Deed of Right for said property
21 executed by the City on August 10, 2015, as Grantor, and State of Washington as Grantee,
22 recorded under Skagit County Auditor's File Number 201509240084, a copy of which is

1 included as Attachment G to this ordinance, is hereby ratified in fulfillment of SRFB Grant,
2 Project Number 11-1536A.

3 Section 5. The Statutory Warranty Deed executed by Farm and Fowl, LLC, by Larry
4 Jensen, Authorized Agent on July 2, 2015, as Grantor, recorded under Skagit County Auditor's
5 File Number 201507020137, a copy of which is included as Attachment H to this ordinance,
6 conveying approximately 41 acres located along Day Creek Slough, a part of the Skagit River, to
7 The City of Seattle, is hereby accepted; and the real property conveyed therein is placed under
8 the jurisdiction of the City Light Department.

9 Section 6. The Statutory Warranty Deed executed by Phyllis A. Frol, Dolores L. Tokin,
10 formerly Dolores L. Kump, and Steven C. Frol, as Trustee of the Cyril M. Frol Testamentary
11 Trust, being all partners of the River West Partnership on December 1, 2015, as Grantors,
12 recorded under Skagit County Auditor's File Number 201512040137, a copy of which is
13 included as Attachment I to this ordinance, conveying approximately 5.5 acres located along the
14 Suiattle River to The City of Seattle, is hereby accepted; and the real property conveyed therein
15 is placed under the jurisdiction of the City Light Department, and pursuant to RCW 35.94.040
16 and after public hearing, the Deed of Right for said property executed by the City on November
17 12, 2015, as Grantor and State of Washington as Grantee, recorded under Skagit County
18 Auditor's File Number 201512040138, a copy of which is included as Attachment J to this
19 ordinance, is hereby ratified in fulfillment of SRFB Grant, Project Number 11-1536A.

20 Section 7. The Statutory Warranty Deed executed by Jonathan L. James and Natasha R.
21 James on December 23, 2014, as Grantors, recorded under Skagit County Auditor's File Number
22 201501020008, a copy of which is included as Attachment K to this ordinance, conveying
23 approximately 1.09 acres located along the Sauk River to The City of Seattle, is hereby accepted;

1 and the real property conveyed therein is placed under the jurisdiction of the City Light
2 Department.

3 Section 8. The Statutory Warranty Deed executed by Karene W. Jones on December 30,
4 2014, as Grantor, recorded under Skagit County Auditor's File Number 201501090046, a copy
5 of which is included as Attachment L to this ordinance, conveying approximately 0.73 acres
6 located along the Skagit River to The City of Seattle, is hereby accepted; and the real property
7 conveyed therein is placed under the jurisdiction of the City Light Department, and pursuant to
8 RCW 35.94.040 and after public hearing, the Deed of Right for said property executed by the
9 City on December 24, 2014, as Grantor and State of Washington as Grantee, recorded under
10 Skagit County Auditor's File Number 201501090047, a copy of which is included as Attachment
11 M to this ordinance, is hereby ratified in fulfillment of SRFB Grant, Project Number 11-1536A.

12 Section 9. The Statutory Warranty Deed executed by Learned's Little Houses, LLC, Clay
13 Learned, Managing Member, and Virginia Learned, Member on January 21, 2015, as Grantor,
14 recorded under Skagit County Auditor's File Number 201502020112, a copy of which is
15 included as Attachment N to this ordinance, conveying approximately 0.51 acres located along
16 the Skagit River to The City of Seattle, is hereby accepted; and the real property conveyed
17 therein is placed under the jurisdiction of the City Light Department.

18 Section 10. The Statutory Warranty Deed executed by L. Ward Nelson and Cathryn J.
19 Nelson on September 22, 2015, as Grantors, recorded under Skagit County Auditor's File
20 Number 201509230061, a copy of which is included as Attachment O to this ordinance,
21 conveying approximately 7.65 acres located along the Suiattle River to The City of Seattle, is
22 hereby accepted; and the real property conveyed therein is placed under the jurisdiction of the
23 City Light Department, and pursuant to RCW 35.94.040 and after public hearing, the Deed of

1 Right for said property executed by the City on August 10, 2015, as Grantor and State of
2 Washington as Grantee, recorded under Skagit County Auditor's File Number 201509240085, a
3 copy of which is included as Attachment P to this ordinance, is hereby ratified in fulfillment of
4 SRFB Grant, Project Number 11-1536A.

5 Section 11. The Quit Claim Deed executed by Skagit Land Trust, by Brenda Cunningham
6 as President, on March 4, 2015, as Grantor, recorded under Skagit County Auditor's File
7 Number 201503260087, a copy of which is included as Attachment Q to this ordinance,
8 conveying approximately 1.8 acres located along the Skagit River to The City of Seattle, is
9 hereby accepted; and the real property conveyed therein is placed under the jurisdiction of the
10 City Light Department.

11 Section 12. The Statutory Warranty Deed executed by David B. Trowbridge and Michelle
12 Trowbridge on December 23, 2015, as Grantor, recorded under Skagit County Auditor's File
13 Number 201512310021, a copy of which is included as Attachment R to this ordinance,
14 conveying approximately 0.47 acres located along the Skagit River to The City of Seattle, is
15 hereby accepted; and the real property conveyed therein is placed under the jurisdiction of the
16 City Light Department.

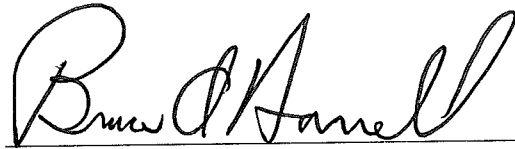
17 Section 13. The Statutory Warranty Deed executed by Michael Weatherburn and M.
18 Louise Weatherburn on September 25, 2015, as Grantor, recorded under Skagit County
19 Auditor's File Number 201509250120, a copy of which is included as Attachment S to this
20 ordinance, conveying approximately 0.48 acres located along the Skagit River to The City of
21 Seattle, is hereby accepted; and the real property conveyed therein is placed under the
22 jurisdiction of the City Light Department.

1 Section 14. The Statutory Warranty Deed executed by Marilyn P. Watkins, Jannie Spain,
2 formerly Jannie Ulberg, James Ajemian, and Nancy Sherman, formerly Nancy Ajemian, Trustee
3 under the Nancy Ajemian Trust on December 28, 2015, as Grantors, recorded under Snohomish
4 County Auditor's File Number 201512300470, a copy of which is included as Attachment T to
5 this ordinance, conveying approximately 27.55 acres located along the Sauk River to The City of
6 Seattle, is hereby accepted; and the real property conveyed therein is placed under the
7 jurisdiction of the City Light Department, and pursuant to RCW 35.94.040 and after public
8 hearing, the Deed of Right executed for said property by the City on December 8, 2015, as
9 Grantor and State of Washington as Grantee, recorded under Snohomish County Auditor's File
10 Number 201601220334, a copy of which is included as Attachment U to this ordinance, is
11 hereby ratified in fulfillment of SRFB Grant, Project Number 13-1576A.

12 Section 15. Any act pursuant to the authority and prior to the effective date of this
13 ordinance is hereby ratified and confirmed.

1 Section 16. This ordinance shall take effect and be in force 30 days after its approval by
2 the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it
3 shall take effect as provided by Seattle Municipal Code Section 1.04.020.

4 Passed by the City Council the 30th day of January, 2017,
5 and signed by me in open session in authentication of its passage this 30th day of
6 January, 2017.

7 

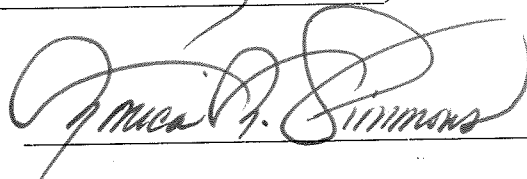
8 President _____ of the City Council

9 Approved by me this 7th day of February, 2017.

10 

11 Edward B. Murray, Mayor

12 Filed by me this 2nd day of February, 2017.

13 

14 Monica Martinez Simmons, City Clerk

15 (Seal)

16

17

- 1 Attachments:
- 2 Attachment A – Statutory Warranty Deed: Robert Jay Swan, Bryan Marsh Bell, and Christine T.
- 3 Wood
- 4 Attachment B – Statutory Warranty Deed: Bettys Family Trust, Grantor
- 5 Attachment C – Deed of Right to Use Parcel 44887, Skagit County
- 6 Attachment D – Statutory Warranty Deed: Bettys Trust, Grantor
- 7 Attachment E – Deed of Right to Use Parcels 44877 and 44886, Skagit County
- 8 Attachment F – Statutory Warranty Deed: Clair A. Crossman, Grantor
- 9 Attachment G – Deed of Right to Use Parcel 18977, Skagit County
- 10 Attachment H – Statutory Warranty Deed: Farm and Fowl, LLC, Grantor
- 11 Attachment I – Statutory Warranty Deed: Phyllis A. Frol, Dolores L. Tokin, formerly Dolores L.
- 12 Kump, and Steven C. Frol
- 13 Attachment J – Deed of Right to Use Parcel 18979, Skagit County
- 14 Attachment K – Statutory Warranty Deed: Jonathan L. James and Natasha R. James, Grantors
- 15 Attachment L – Statutory Warranty Deed: Karene W. Jones, Grantor
- 16 Attachment M – Deed of Right to Use Parcel 44885, Skagit County
- 17 Attachment N – Statutory Warranty Deed: Learned’s Little Houses, LLC, Grantor
- 18 Attachment O – Statutory Warranty Deed: L. Ward Nelson and Cathryn J. Nelson, Grantors
- 19 Attachment P – Deed of Right to Use Parcel 18976, Skagit County
- 20 Attachment Q – Quit Claim Deed: Skagit Land Trust, Grantor
- 21 Attachment R – Statutory Warranty Deed: David B. Trowbridge and Michelle Trowbridge
- 22 Attachment S – Statutory Warranty Deed: Michael Weatherburn and M. Louise Weatherburn
- 23 Attachment T – Statutory Warranty Deed: Marilyn P. Watkins, Jannie Spain, formerly Jannie
- 24 Ulberg, James Ajemian, and Nancy Sherman
- 25 Attachment U – Deed of Right to Use Parcels 320925-001-001-00 and 320925-001-002-00
- 26

27

FIRST AMERICAN

2485569
78



20151231000549
78.00

FIRST AMERICAN WD
PAGE-001 OF 008
12/31/2015 10:44
KING COUNTY, WA

AFTER RECORDING MAIL TO:

Seattle City Light
700 5th Ave. #3200 AP, PO Box 34023
Seattle, WA 98124-4023

E2774336

12/31/2015 10:42
KING COUNTY, WA
TAX SALE \$4,455.00
\$250,000.00

PAGE-001 OF 001

Filed for Record at Request of:
First American Title Insurance Company

STATUTORY WARRANTY DEED

File No: 4203-2485569 (SC)

Date: December 09, 2015

Grantor(s): Robert Jay Swan and The Talbot Family Exemption Trust and Bryan Marsh Bell

Grantee(s): Seattle City Light

Abbreviated Legal: PTN SEC 24 TWP 26N RGE 7E NW QTR NE QTR AND PTN SEC 24 TWP 26N RGE 7E SW QTR NE QTR AND PTN SEC 24 TWP 26N RGE 7E NW QTR SE QTR AND PTN SEC 24 TWP 26N RGE 7E SW QTR SE QTR, KING COUNTY

Additional Legal on page:

Assessor's Tax Parcel No(s): 242607900204 and 242607900303 and 242607901400 and 242607901509

THE GRANTOR(S) ROBERT JAY SWAN, AS HIS SOLE AND SEPARATE PROPERTY, BRYAN MARSH BELL, AS HIS SOLE AND SEPARATE PROPERTY, AND CHRISTINE T. WOOD, AS SUCCESSOR TRUSTEE OF THE TALBOT FAMILY EXEMPTION TRUST ESTABLISHED UNDER THE TALBOT FAMILY REVOCABLE LIVING TRUST DATED SEPTEMBER 3, 1992 for and in consideration of Ten Dollars and other Good and Valuable Consideration, in hand paid, conveys, and warrants to Seattle City Light, the following described real estate, situated in the County of King, State of Washington,

LEGAL DESCRIPTION: Real property in the County of King, State of Washington, described as follows:

PARCEL A:

THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 26 NORTH, RANGE 7 EAST, W.M., IN KING COUNTY, WASHINGTON.

PARCEL B:

THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 26 NORTH, RANGE 7 EAST, W.M., IN KING COUNTY, WASHINGTON.

APN: 242607900204

Statutory Warranty Deed
- continued

File No.: 4203-2485569 (SC)

PARCEL C:

THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 26 NORTH, RANGE 7 EAST, W.M., IN KING COUNTY, WASHINGTON

PARCEL D:

THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 26 NORTH, RANGE 7 EAST, W.M., IN KING COUNTY, WASHINGTON.

Subject To: 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.

Robert Jay Swan

The Talbot Family Exemption Trust

Christine T. Wood
Christine T. Wood, Successor Trustee

Bryan Marsh Bell

STATE OF Oregon)
)-ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that **Robert Jay Swan**, is/are the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this Instrument and acknowledged it to be his/her/their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: _____

Notary Public In and for the State of Oregon
Residing at:
My appointment expires:

APN: 242607900204

Statutory Warranty Deed
- continued

File No.: 4203-2485569 (SC)

STATE OF Texas)
COUNTY OF Travis)-ss

I certify that I know or have satisfactory evidence that **Bryan Marsh Bell**, is/are the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument and acknowledged it to be his/her/their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: 12/15/11 _____ *Denise Cisneros*



Notary Public in and for the State of Texas
Residing at: Travis County
My appointment expires: 8/5/19

STATE OF California)
COUNTY OF _____)-ss

I certify that I know or have satisfactory evidence that **Christine Wood**, is/are the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument, on oath stated that he/she/they is/are authorized to execute the instrument and acknowledged it as the **Trustee of The Talbot Family Exemption Trust** to be the free and voluntary act of such party(ies) for the uses and purposes mentioned in this instrument.

Dated: _____

Notary Public in and for the State of California
Residing at:
My appointment expires:



Skagit County Auditor \$72.00
1/9/2015 Page 1 of 1 110:58AM

When recorded return to:
Seattle City Light
Real Estate Services
Attn: Mary Davis, SMT Room 3338
760 5th Avenue, Ste 3200 AP/ Po Box 34023
Seattle, WA 98124-4023

Recorded at the request of:
Guardian Northwest Title
File Number: 107663

Statutory Warranty Deed 107663-1
GUARDIAN NORTHWEST TITLE CO.

THE GRANTOR Keith W. Bettys and Lila Bettys, as Co-Trustees of the Bettys Family Trust under Agreement dated the 22nd day of May, 1992 for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION in hand paid, conveys and warrants to City of Seattle, a Municipal Corporation the following described real estate, situated in the County of Skagit, State of Washington.

Abbreviated Legal:
Section 29, Township 35 North, Range 9 East; Ptn. of Gov't Lot 1

Tax Parcel Number(s): P44887, 350929-0-008-0009

The North 100 feet of the South 20 feet of that portion of Government Lot 1, Section 29, Township 35 North, Range 9 East, W.M., lying Easterly of the County road.

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

Dated 2 Jan 2015

Bettys Family Trust
Keith W Bettys, trustee
By: Keith W. Bettys, Co-Trustee

Lila Bettys, Trustee
By: Lila Bettys, Co-Trustee

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX
201576
JAN 09 2015

STATE OF ARIZONA
COUNTY OF MARICOPA SS:

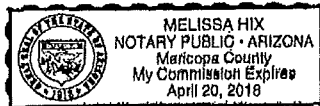
Amount Paid \$ 236.⁴⁰
Skagit Co. Treasurer
By [Signature] Deputy

I certify that I know or have satisfactory evidence that Keith W. Bettys and Lila Bettys is the person who appeared before me, and said person acknowledged that They signed this instrument and acknowledged it as the Co-Trustees of The Bettys Family Trust, to be the free and voluntary act of such party(ies) for the uses and purposes mentioned in this instrument.

Dated: 1/2/2015

[Signature]

Notary Public in and for the State of ARIZONA
Residing at 9050 N 19th Ave, Phoenix, AZ 85021
My appointment expires: April 20, 2018



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



Skagit County Auditor \$78.00
1/9/2015 Page 1 of 7 10:58AM

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

JAN 09 2015

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

GUARDIAN NORTHWEST TITLE CO.
107663-2

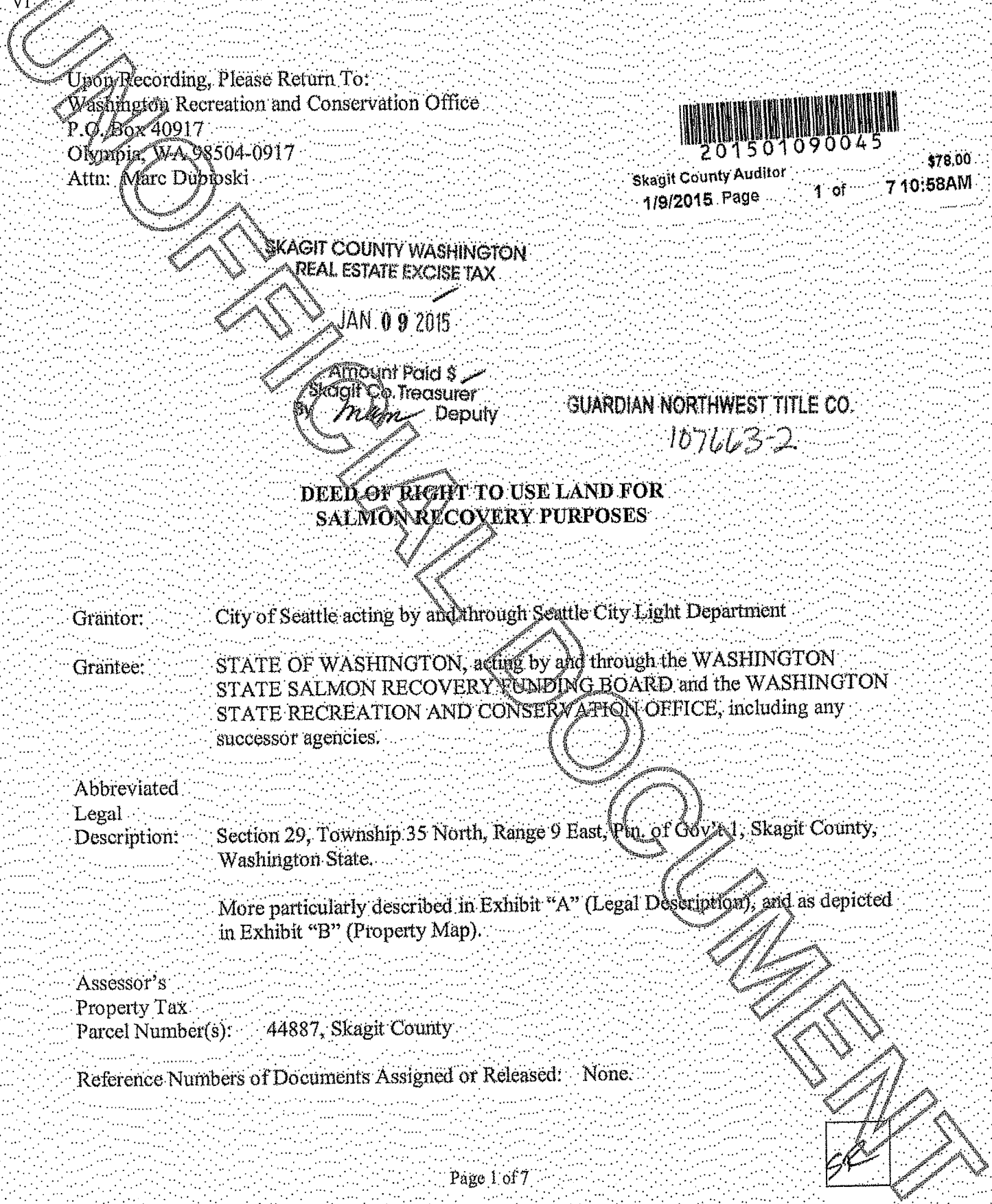
DEED OF RIGHT TO USE LAND FOR
SALMON RECOVERY PURPOSES

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

Abbreviated
Legal
Description: Section 29, Township 35 North, Range 9 East, Ptn. of Gov't 1, Skagit County,
Washington State.
More particularly described in Exhibit "A" (Legal Description), and as depicted
in Exhibit "B" (Property Map).

Assessor's
Property Tax
Parcel Number(s): 44887, Skagit County

Reference Numbers of Documents Assigned or Released: None.



The Grantor enters this Deed for and in consideration of monies coming in whole or in part from the Salmon Recovery Funding Board Account. Such grant is made pursuant to the Project Agreements entered into between the Grantor and the Grantee entitled Skagit Tier 1 & Tier 2 Floodplain Acquisition II, Project Number 11-1536A signed by the Grantor on the 13th day of March, 2012 and by the Grantee on the 26th day of March, 2012 and supporting materials which are on file with the Grantor and the Grantee in connection with the Project Agreements.

The Grantor hereby conveys and grants to the Grantee as the representative of the people of the State, the right to enforce the following duties: The Grantor shall take such reasonable and feasible measures as are necessary to protect the Real Property as described in Exhibit A: Legal Description, in perpetuity. Such measures shall be consistent with the purposes in the Project Agreement, including protecting, preserving, restoring and/or enhancing the habitat functions on the Real Property, which includes riparian habitat. This habitat supports or may support priority species or groups of species including but not limited to Chinook.

1. The Grantor shall allow public access to the Property as provided in the Project Agreement. Such access shall be subject to the restrictions allowed under the Project Agreement, by written agreement with the Grantee, or under state law. This provision is not intended to prevent reasonable access or use restrictions that are necessary for safe and effective management of the property consistent with salmon recovery purposes and the Project Agreement.
2. The Grantor shall allow access by the Grantee to inspect the Real Property for compliance with the terms of this Deed and the applicable Project Agreement to which the Grantor is a signatory. Such access shall be subject to the restrictions, if any, allowed under the Project Agreement, by written agreement with the Grantee, or under state law. The Grantor warrants it has and shall maintain the legal right and means to reach the property.
3. Without prior written consent by the Grantee or its successors, through an amendment to the Project Agreement or the process set forth below, the Grantor shall not use or allow any use of the Real Property (including any part of it) that is inconsistent with the salmon recovery purposes herein granted and as stated in the Project Agreement. The Grantor shall also not grant or suffer the creation of any property interest that is inconsistent with the salmon recovery purposes herein granted and as stated in the Project Agreement.

Grantee's consent to an inconsistent use or property interest under this Deed shall be granted only to the extent permitted by law and upon the following three conditions, which ensure the substitution of other eligible land. The conditions are: (1) the substitute salmon recovery land must be of reasonably equivalent habitat qualities, characteristics and location for the salmon recovery purposes as the Real Property prior to any inconsistent use; (2) the substitute salmon recovery land must be of at



least equal fair market value to the Real Property at the time of Grantee's consent to the inconsistent use; and (3) the fair market value of the Real Property at the time of the Grantee's consent to the inconsistent use shall not take into consideration any encumbrances imposed on or alterations made to that land as a result of the original state grant and other grants if such encumbrances or alterations reduce the value of the Real Property from what it would be without them.

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

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

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

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

REMAINDER OF PAGE IS INTENTIONALLY BLANK; SIGNATURE PAGES FOLLOW



GRANTOR:

City of Seattle acting by and through Seattle City Light Department

By: *Lynn Best*

Name: Lynn Best

Title: Environmental Affairs and Real Estate Division Director

Dated this 24th day of December, 2014.

STATE OF WASHINGTON

COUNTY OF KING

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

Dated: December 24, 2014

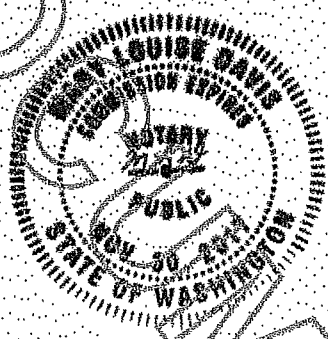
Signed: *Mary Louise Davis*

Printed Name: Mary Louise Davis

Notary Public in and for the State of Washington,

residing in Edmonds, WA.

My commission expires November 30, 2017



REMAINDER OF PAGE IS INTENTIONALLY BLANK; ADDITIONAL SIGNATURE PAGE FOLLOWS



578

GRANTEE:

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

By: Scott T. Rob

Name: Scott T. Robinson

Title: Deputy Director

Dated this 22nd day of December, 2014

STATE OF WASHINGTON

COUNTY OF Thurston } ss

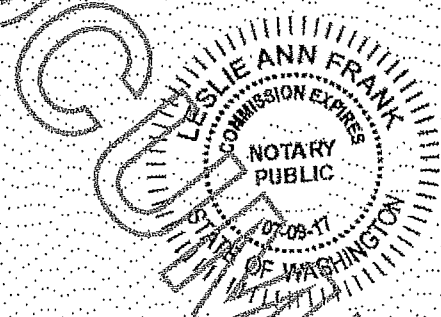
I certify that I know or have satisfactory evidence that Scott T. Robinson is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledge it as the Deputy Director for the Recreation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

Dated: December 22 2014

Signed: Leslie Ann Frank

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

My commission expires 7-9-17



525

Exhibit A: Legal Description

The North 100 feet of the South 320 feet of that portion of Government Lot 1, Section 29,
Township 35 North, Range 9 East, W. M., lying Easterly of the County Road.

Situate in the State of Washington, County of Skagit

Page 6 of 7



201501090045

Skagit County Auditor

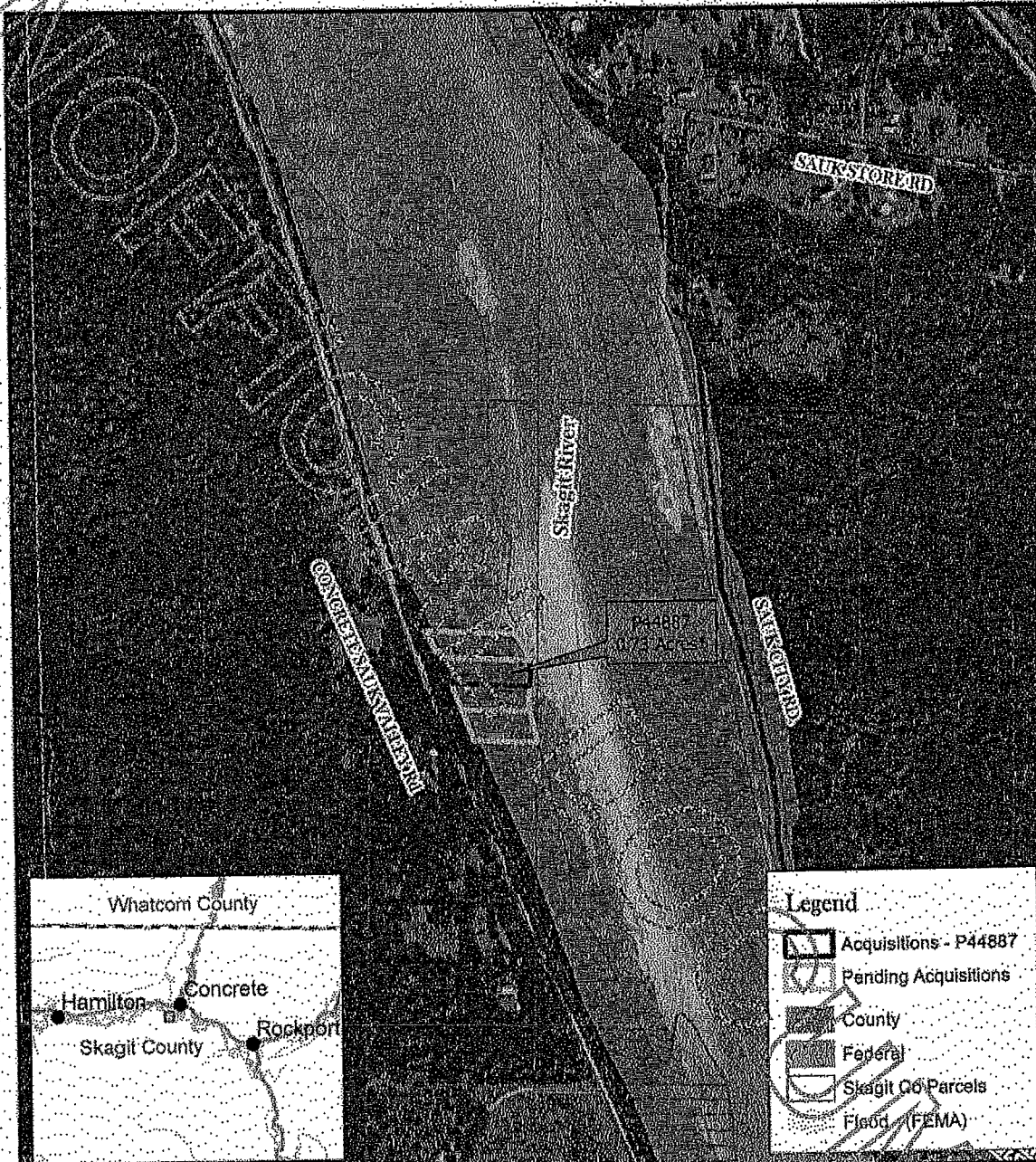
\$78.00

1/9/2015 Page

6 of

7 10:58AM





| | | |
|--|---|--|
| <p>Seattle City Light</p> <p><small>Covered 11/21/2014. In Seattle City Light, Environmental Affairs & Real Estate Division, SKL provides no warranty, expressed or implied, as to the accuracy, reliability or completeness of this data. No part of this document may be reproduced without prior permission of Seattle City Light.</small></p> | <p>Exhibit B: Acquisition Keith and Lila Bettys P 44887</p> | <p>Project Number: 14-1586A Skagit Tier 1 & Tier 2 Floodplain Acquisition II</p> |
| | <p>0 200 400 800 Feet</p> <p>1:65,000</p> | <p>Q01 - S29 - T34 - R05</p> <p>*Area from Skagit County Assessor</p> |



5/21/15

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



Skagit County Auditor \$73.00
1/9/2015 Page 1 of 2 10:46AM

Recorded at the request of:
Guardian Northwest Title
File Number: 107662

Statutory Warranty Deed

107662
GUARDIAN NORTHWEST TITLE CO.

THE GRANTOR Ralph E. Bettys, as Trustee of the Bettys Trust, dated September 16, 1997 for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION in hand paid, conveys and warrants to City of Seattle, a Municipal Corporation the following described real estate, situated in the County of Skagit, State of Washington.

Abbreviated Legal:

Tax Parcel Number(s): P44877, 350929-0-002-0104, P44886, 350929-0-007-0000

The North 100 feet of the South 220 feet of that portion of Government Lot 1, Section 29, Township 35 North, Range 9 East, W.M., lying Easterly of the County Road.

Also the South 120 feet of that portion of Government Lot 1, Section 29, Township 35 North, Range 9 East, W.M., lying Easterly of the County road.

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

Dated December 31, 2014

Ralph E. Bettys, as Trustee of the Bettys Trust, dated September 1997

Ralph E. Bettys
By: Ralph E. Bettys, Trustee

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX
201575
JAN 09 2015

Amount Paid \$ 467.⁸⁸
Skagit Co. Treasurer
By *Ellen* Deputy

STATE OF Washington)
COUNTY OF Skagit) SS:

I certify that I know or have satisfactory evidence that Ralph E. Bettys is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it as the Trustee to be the free and voluntary act of such party(ies) for the uses and purposes mentioned in this instrument.

Dated: 12-31-14

Ralph E. Bettys
Ralph E. Bettys Trust dated 9-1997
Katie Hickok
Katie Hickok
Notary Public in and for the State of Washington
Residing at Washington
My appointment expires: 1/07/2015



Guardian Northwest Title

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



Skagit County Auditor \$78.00
1/9/2015 Page 1 of 7 7:10:47AM

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

JAN 09 2015

GUARDIAN NORTHWEST TITLE CO.

107662-2

Amount Paid \$
Skagit Co. Treasurer
By *nam* Deputy
**DEED OF RIGHT TO USE LAND FOR
SALMON RECOVERY PURPOSES**

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

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

Abbreviated
Legal

Description: Section 29, Township 35 North, Range 9 East, Ptn. of Gov't 1, Skagit County,
Washington State.

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

Assessor's
Property Tax
Parcel Number(s): 44877 and 44886, Skagit County

Reference Numbers of Documents Assigned or Released: None.



The Grantor enters this Deed for and in consideration of monies coming in whole or in part from the Salmon Recovery Funding Board Account. Such grant is made pursuant to the Project Agreements entered into between the Grantor and the Grantee entitled Skagit Tier 1 & Tier 2 Floodplain Acquisition II, Project Number 11-1536A signed by the Grantor on the 13th day of March, 2012 and by the Grantee on the 26th day of March, 2012 and 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



201501090043

Skagit County Auditor

\$78.00

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.

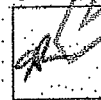
This Deed may not be removed or altered from the Real Property unless specific approval has been granted by the Washington State Recreation and Conservation Office and/or the Washington State Salmon Recovery Funding Board or its successors.

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



201501090043



GRANTOR:

City of Seattle acting by and through Seattle City Light Department

By: *Mary Louise Davis*

Name: Lynn Best

Title: Environmental Affairs and Real Estate Division Director

Dated this 24th day of December, 2014

STATE OF WASHINGTON

COUNTY OF KING

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

Dated: December 24th 2014

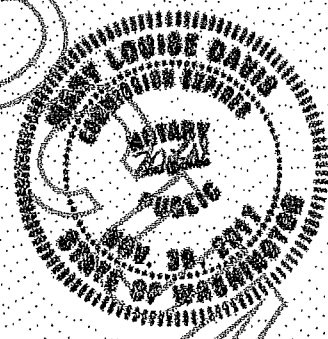
Signed: *Mary Louise Davis*

Printed Name: Mary Louise Davis

Notary Public in and for the State of Washington,

residing in Edmonds, WA.

My commission expires November 30, 2017



REMAINDER OF PAGE IS INTENTIONALLY BLANK; ADDITIONAL SIGNATURE PAGE FOLLOWS



201501090043

SL

Exhibit A: Legal Description

The North 100 feet of the South 220 feet of that portion of Government Lot 1, Section 29, Township 35 North, Range 9 East, W. M., lying Easterly of the County Road.

Also the South 120 feet of that portion of Government Lot 1, Section 29, Township 35 North, Range 9 East, W. M., lying Easterly of the County Road.

Situate in the State of Washington, County of Skagit



201501090043

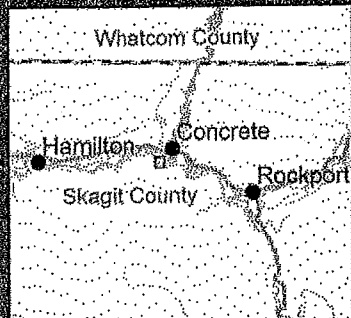
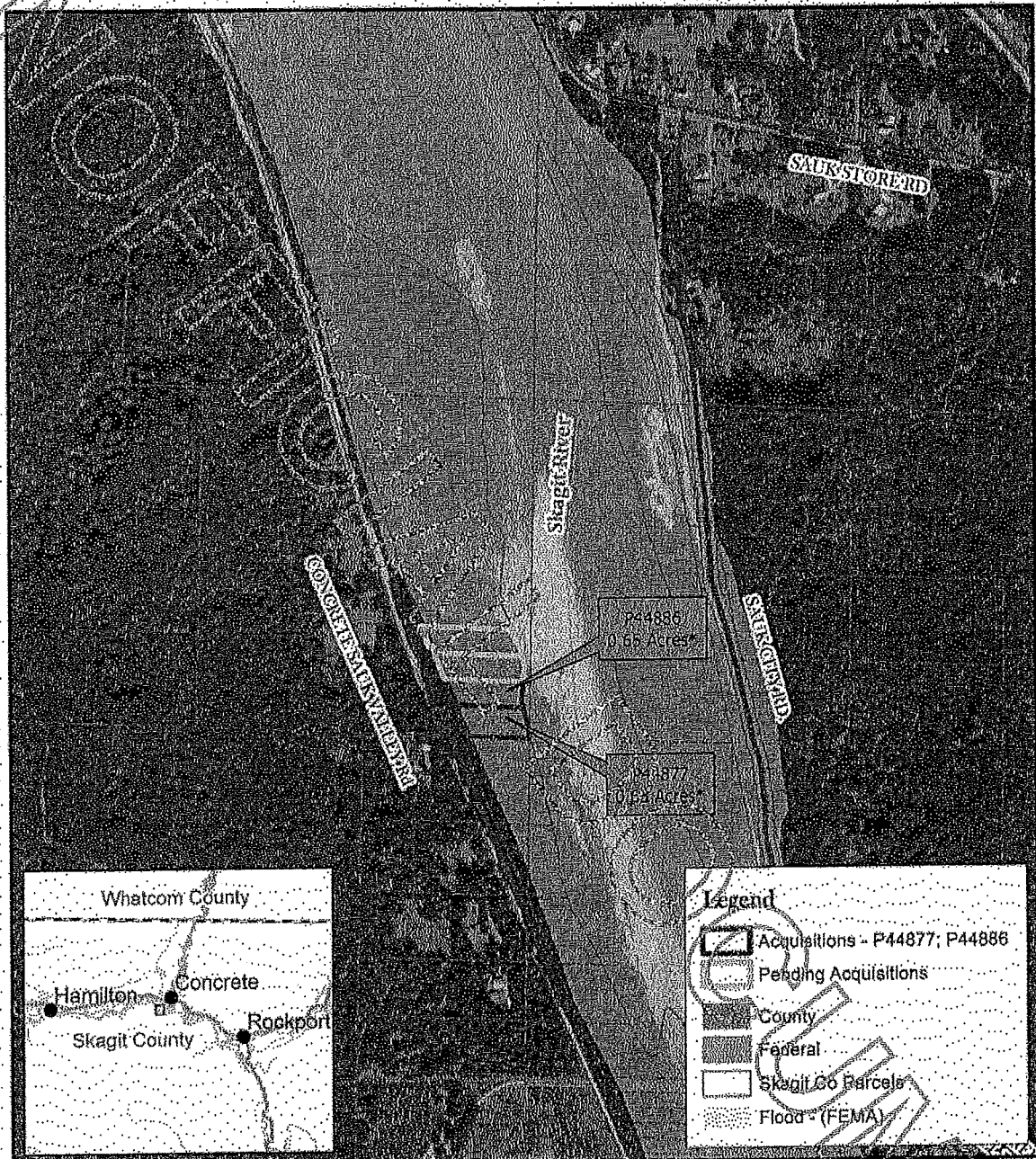
Skagit County Auditor

\$78.00

1/9/2015 Page

6 of

7 10:47AM



Seattle City Light

Created 11/21/2011 by Seattle City Light, Environmental Affairs & Real Estate Division. SCL provides no warranty, expressed or implied, as to the accuracy, reliability or completeness of this data. No part of this document may be reproduced without prior permission of Seattle City Light.

Exhibit B: Acquisition
Bettys Trust P 44877 and P 44886

0 200 400 800 Feet
 1:6,000

Project Number: P-1520A
 Skagit Tier 1 & Tier 2
 Floodplain Acquisition II
 Q01 - S29 - T38 - R09
 Area from Skagit County Assessor





Skagit County Auditor \$73.00
9/23/2015 Page 1 of 2 2:31PM

When recorded return to:
City of Seattle, City Light, Room SMT3338
700 - 5th Avenue, Suite 3200/ PO Box 34023
Seattle, WA 98124-4023

Recorded at the request of:
Guardian Northwest Title
File Number: 109190

Statutory Warranty Deed

109190-1
GUARDIAN NORTHWEST TITLE CO.

THE GRANTOR Clair A. Crossman, as her separate estate, single at all times of ownership for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION in hand paid, conveys and warrants to City of Seattle, a municipal corporation of the State of Washington the following described real estate, situated in the County of Skagit, State of Washington

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

For Full Legal See Attached Exhibit "A"

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

Tax Parcel Number(s): P18977, 331131-0-001-0109

Dated 9-23-15
Clair A. Crossman
Clair A. Crossman

2015 3861
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

SEP 23 2015
Amount Paid \$ 450
Skagit Co. Treasurer
Deputy
By MF

STATE OF Washington)
COUNTY OF Skagit) SS:

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

Date: 9-23-15

Katie Sander
Printed Name: Katie Hickok Sander
Notary Public in and for the State of Washington
Residing at Mount Vernon
My appointment expires: 10/7/2019 9-23-15

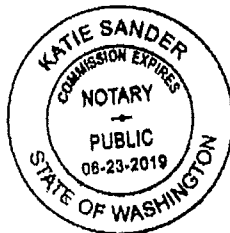


EXHIBIT A

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

Commencing at a point on the North line of said Section 31, which bears North 89° 50' 42" West, a distance of 434.54 feet from the Northeast corner of said Section 31; thence South 17° 44' 36" East 354.32 feet; thence Southeasterly along a curve to the left having a radius of 420 feet; through a central angle of 22° 48' 45" an arc distance of 167.22 feet to the POINT OF BEGINNING; thence Southeasterly along a curve to the left having a radius of 420 feet through a central angle of 4° 17' 45" an arc distance of 31.49 feet; thence South 44° 51' 06" East 55.43 feet; thence South 47° 30' 00" West 1600 feet, more or less, to the old channel of the Suiattle River; thence Northwesterly along said river to a point lying South 52° 45' 00" West of the POINT OF BEGINNING; thence North 52° 45' 00" East, 1600 feet, more or less, to the POINT OF BEGINNING.

Said premises being Lot 7 of an unrecorded 5 acre Parcel Map dated November 1, 1972, surveyed for the River West General Partnership and as later shown on a Survey recorded as Auditor's File No. 9409070001.

TOGETHER WITH and SUBJECT TO a 20-foot wide easement for ingress and egress as delineated on said unrecorded 1972 Survey as attached to Auditor's File No. 888237 and several other documents of record.

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



Skagit County Auditor \$128.00
9/24/2015 Page 1 of 7 3:35PM

GUARDIAN NORTHWEST TITLE CO.

104190

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

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

Abbreviated
Legal

Description: Section 31, Township 33 North, Range 11 East, Ptn. Government Lot 1, Skagit
County, Washington State.

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

Assessor's
Property Tax
Parcel Number(s): 18977, Skagit County

Reference Numbers of Documents Assigned or Released: None.

I, MARLA HICKOK, AM REINVESTING A NON-STANDARD RECORDING
FOR AN ADDITIONAL \$50.00 FEE

Marla Hickok
9-24-15



The Grantor enters this Deed for and in consideration of monies coming in whole or in part from the Salmon Recovery Funding Board Account. Such grant is made pursuant to the Project Agreements entered into between the Grantor and the Grantee entitled Skagit Tier 1 & Tier 2 Floodplain Acquisition II, Project Number 11-1536A signed by the Grantor on the 13th day of March, 2012 and by the Grantee on the 26th day of March, 2012 and supporting materials which are on file with the Grantor and the Grantee in connection with the Project Agreements.

The Grantor hereby conveys and grants to the Grantee as the representative of the people of the State, the right to enforce the following duties: The Grantor shall take such reasonable and feasible measures as are necessary to protect the Real Property as described in Exhibit A: Legal Description, in perpetuity. Such measures shall be consistent with the purposes in the Project Agreement, including protecting, preserving, restoring and/or enhancing the habitat functions on the Real Property, which includes riparian habitat. This habitat supports or may support priority species or groups of species including but not limited to Chinook.

1. The Grantor shall allow public access to the Property as provided in the Project Agreement. Such access shall be subject to the restrictions allowed under the Project Agreement, by written agreement with the Grantee, or under state law. This provision is not intended to prevent reasonable access or use restrictions that are necessary for safe and effective management of the property consistent with salmon recovery purposes and the Project Agreement.
2. The Grantor shall allow access by the Grantee to inspect the Real Property for compliance with the terms of this Deed and the applicable Project Agreement to which the Grantor is a signatory. Such access shall be subject to the restrictions, if any, allowed under the Project Agreement, by written agreement with the Grantee, or under state law. The Grantor warrants it has and shall maintain the legal right and means to reach the property.
3. Without prior written consent by the Grantee or its successors, through an amendment to the Project Agreement or the process set forth below, the Grantor shall not use or allow any use of the Real Property (including any part of it) that is inconsistent with the salmon recovery purposes herein granted and as stated in the Project Agreement. The Grantor shall also not grant or suffer the creation of any property interest that is inconsistent with the salmon recovery purposes herein granted and as stated in the Project Agreement.

Grantee's consent to an inconsistent use or property interest under this Deed shall be granted only to the extent permitted by law and upon the following three conditions, which ensure the substitution of other eligible land. The conditions are: (1) the substitute salmon recovery land must be of reasonably equivalent habitat qualities, characteristics and location for the salmon recovery purposes as the Real Property prior to any inconsistent use; (2) the substitute salmon recovery land must be of at

least equal fair market value to the Real Property at the time of Grantee's consent to the inconsistent use; and (3) the fair market value of the Real Property at the time of the Grantee's consent to the inconsistent use shall not take into consideration any encumbrances imposed on or alterations made to that land as a result of the original state grant and other grants if such encumbrances or alterations reduce the value of the Real Property from what it would be without them.

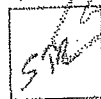
For purposes of this Deed, the Project Agreement includes any amendments thereto that occurred prior to or may occur subsequent to the execution of this Deed.

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

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

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

REMAINDER OF PAGE IS INTENTIONALLY BLANK; SIGNATURE PAGES FOLLOW



GRANTOR:

City of Seattle acting by and through Seattle City Light Department

By: _____

Lynn Best

Name: Lynn Best

Title: Environmental Affairs and Real Estate Division Director

Dated this 10 day of August, 2015

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

SEP 24 2015

Amount Paid \$ _____
Skagit Co. Treasurer
By *ME* Deputy

STATE OF WASHINGTON)

COUNTY OF KING)

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

Dated: Mary Louise Davis August 10, 2015

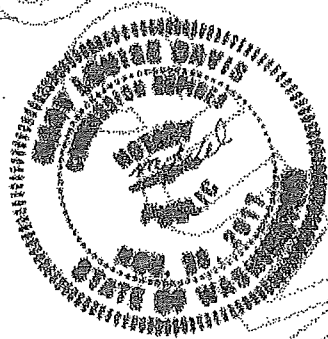
Signed: Mary Louise Davis

Printed Name: Mary Louise Davis

Notary Public in and for the State of Washington,

residing in Edmonds, WA.

My commission expires November 30, 2017



REMAINDER OF PAGE IS INTENTIONALLY BLANK; ADDITIONAL SIGNATURE PAGE FOLLOWS

SPR

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 3rd day of August, 2015

STATE OF WASHINGTON

COUNTY OF Thurston) ss

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

Dated: August 3, 2015

Signed: Leslie Ann Frank

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

My commission expires 7-9-17

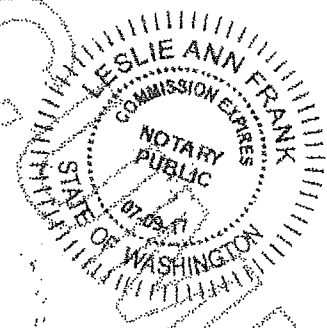


Exhibit A: Legal Description

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

Commencing at a point on the North line of said Section 31, which bears North $89^{\circ} 50' 42''$ West, a distance of 434.54 feet from the Northeast corner of said Section 31; thence South $17^{\circ} 44' 36''$ East 354.32 feet; thence Southeasterly along a curve to the left having a radius of 420 feet; through a central angle of $22^{\circ} 48' 45''$ an arc distance of 167.22 feet to the POINT OF BEGINNING; thence Southeasterly along a curve to the left having a radius of 420 feet through a central angle of $4^{\circ} 17' 45''$ an arc distance of 31.49 feet; thence South $44^{\circ} 51' 06''$ East 55.43 feet; thence South $47^{\circ} 30' 00''$ West 1600 feet, more or less, to the old channel of the Suiattle River; thence Northwesterly along said river to a point lying South $52^{\circ} 45' 00''$ West of the POINT OF BEGINNING; thence North $52^{\circ} 45' 00''$ East, 1600 feet, more or less, to the POINT OF BEGINNING.

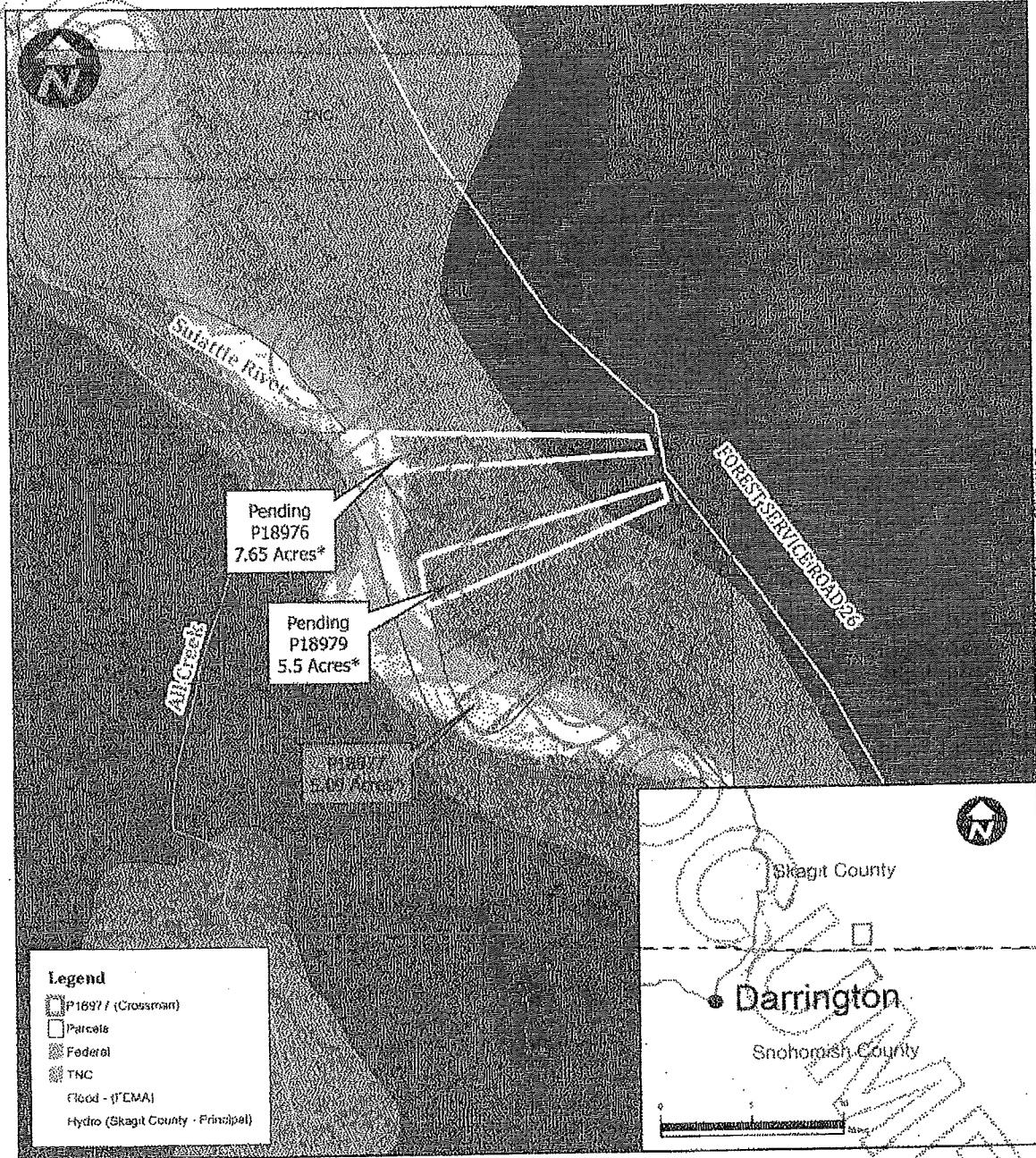
Said premises being Lot 7 of an unrecorded 5-acre Parcel Map dated November 1, 1972, surveyed for the River West General Partnership and as later shown on a Survey recorded as Auditor's File No. 9409070001.

Situate in the State of Washington, County of Skagit

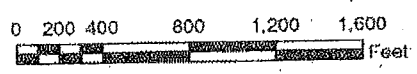


Exhibit B: Acquisition Crossman (P18977)

Project Number: 11-1536A
Skagit Tier 1 & Tier 2
Floodplain Acquisition II
Township 33 Range 11 Section 31

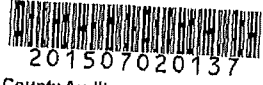


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*Area from Skagit County Assessor

STL



Skagit County Auditor
7/2/2015 Page 1 of 4 1:55PM \$75.00

When recorded return to:
City of Seattle, City Light (SCL)
700 5th Avenue Suite 3200
Seattle, WA 98124-4023

Recorded at the request of:
File Number: 107885

Statutory Warranty Deed

107885
GUARDIAN NORTHWEST TITLE CO.

THE GRANTOR Farm & Fowl, LLC, a Washington State Limited Liability Company for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION as Part of a 1031 Tax Deferred Exchange in hand paid, conveys and warrants to GRANTEE The City of Seattle, a Municipal Corporation the following described real estate, situated in the County of Skagit, State of Washington.

Abbreviated Legal:
Section 19, Township 35 North, Range 6 East; Ptn. of Gov't Lot 10, SE of NE, NE of SW and NW of SE

For Full Legal See Attached Exhibit "A"

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

Tax Parcel Number(s): P41681, 350619-4-005-0009

Dated 7-2-15

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX
2015 2550
JUL 02 2015

Farm & Fowl LLC

By: Larry Jensen, Authorized Agent

Amount Paid \$ 5523.⁰⁰
Skagit Co. Treasurer
By man Deputy

STATE OF Washington)
COUNTY OF Skagit) SS:

I certify that I know or have satisfactory evidence that Larry Jensen is the person who appeared before me, and said person acknowledged that He signed this instrument and acknowledged it as the Authorized Agent of Farm and Fowl LLC, to be the free and voluntary act of such party(ies) for the uses and purposes mentioned in this instrument.

Dated: 7-2-15

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

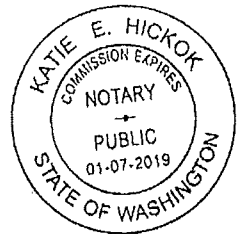


EXHIBIT A

Parcel "A":

The West 10 acres of the following described tract of land:

Government Lot 10, and the Northwest ¼ of the Southeast ¼ of Section 19, Township 35 North, Range 6 East, W.M., RESERVING AND EXCEPTING from the above described 10 acres herein conveyed, the South 20 feet for a public road; ALSO EXCEPT that portion thereof lying North of the East extension of the North line of the Southeast ¼ of the Northwest ¼ of said Section 19.

Parcel "B":

That portion of the East 495 feet of the West 660 feet of the Northwest ¼ of the Southeast ¼ of Section 19, Township 35 North, Range 6 East, W.M., lying Southerly of the following described line:

Beginning at the Southwest corner of said East 495 feet of the West 660 feet of said Northwest ¼ of the Southeast ¼;

Thence North along the West line of said subdivision 1,105.0 feet to the True Point of Beginning of said line;

Thence North 73° East 214.3 feet;

Thence South 27° East 190 feet;

Thence South 51° East 139.5 feet;

Thence South 83° East to an intersection with the East line of said subdivision and the terminal point of said line;

EXCEPTING from said tract, county road right-of-way and that portion, if any, lying East of the West line of the East 660 feet of said Northwest ¼ of the Southeast ¼; AND EXCEPTING that portion of said tract, if any, lying West of the East line of the West 10 acres of the following described premises;

Government Lot 10 and the Northwest ¼ of the Southeast ¼ of Section 19, Township 35 North, Range 6 East W.M., EXCEPT the South 20 feet for roads;

EXCEPT from the above described Parcel "B", the East 280 feet thereof.

Parcel "C":

The East 15 acres of the Northeast ¼ of the Southwest ¼ of Section 19, Township 35 North, Range 5 East, W.M.

TOGETHER WITH the East 15 acres of the Southeast ¼ of the Northwest ¼ of Section 19, Township 35 North, Range 5 East, W.M.

EXCEPT from said Parcel A and Parcel C the following described tract:

That portion of the Northwest ¼ of the Southeast ¼ and the Northeast ¼ of the Southwest ¼ of Section 19, Township 35 North, Range 6 East, W.M. described as follows:

Commencing at the Southwest corner of the Northwest ¼ of the Southeast ¼ as shown on short Plat 133779, recorded in Volume 4 of Short Plats at page 18 under Auditor's File No. 8001040020, records of Skagit County, Washington; thence S 89°27'33"E along the South line of said subdivision as shown on said survey, a distance of 79.63 feet; thence N 00°32'27"E a distance of 20.00 feet to the North line of Walberg Road and the point of beginning of this description; thence continuing N 00°27'27"E, a distance of 221.5 feet; thence N 89°27'33"W, a distance of 568 feet, more or less, to a point on the West line of the East 15 acres of the Northeast ¼ of the Southwest ¼ of said Section 19; thence South along said West line, a distance of 221.5 feet, more or less, to the North line of Walberg Road; thence East along the North line of Walberg Road, a distance of 568 feet, more or less, to the point of beginning.

Exhibit B

EXCEPTIONS:

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

Recorded: June 4, 1998
Auditor's No.: 9806040072
Regarding: Property Designated Agricultural Resource Lands

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.

B. Provisions and matters regarding Boundary Line Adjustment set forth on document recorded under Auditor's File No. 201307180107.

C. LOT CERTIFICATION INCLUDING THE TERMS AND CONDITIONS THEREOF. REFERENCE TO THE RECORD BEING MADE FOR FULL PARTICULARS. THE COMPANY MAKES NO DETERMINATION AS TO ITS AFFECTS.

Recorded: July 16, 2013
Auditor's No.: 201307160048, 201307160049 and 201307160050

Auditor's File No. 201307160049 was re-recorded under Auditor's File No. 201504170122.

D. Provisions and matters regarding Boundary Line Adjustment set forth on document recorded under Auditor's File No. 201504130146.

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

201512040137
Skagit County Auditor \$77.00
12/4/2015 Page 1 of 5 2:04PM

Recorded at the request of:
File Number: 109730

GUARDIAN NORTHWEST TITLE CO.
Statutory Warranty Deed 109130

THE GRANTOR Phyllis A. Frol, Dolores L. Tokin, formerly Dolores L. Kump, and Steven C. Frol, As Trustee of the Cyril M. Frol Testamentary Trust established in King County Cause Number 98-4-04737-0 SEA; being all the partners of the River West Partnership for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION in hand paid, conveys and warrants to GRANTEE The City of Seattle the following described real estate, situated in the County of Skagit, State of Washington.

Abbreviated Legal:
Section 31, Township 33 North, Range 11 East, W.M., Portion of Government Lot 1

For Full Legal See Attached Exhibit "A"

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

Tax Parcel Number(s): P18979, 331131-0-001-0307

Dated Dec 1, 2015

River West Partnership

By: Steven C. Frol, Member

Phyllis A. Frol
By: Phyllis A. Frol, Member

By: Dolores L. Tokin, Member

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX
20154899
DEC 04 2015

STATE OF Washington
COUNTY OF King) SS:

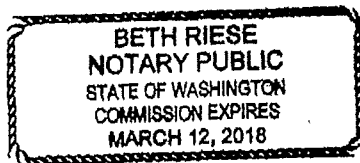
Amount Paid \$ 717.00
Skagit Co. Treasurer
By ham Deputy

I certify that I know or have satisfactory evidence that Phyllis Frol is the person who appeared before me, and said person acknowledged that They signed this instrument and acknowledged it as the Member of River West Partnership, to be the free and voluntary act of such party(ies) for the uses and purposes mentioned in this instrument.

Dated: Dec 1, 2015

Beth Riese Beth Riese

Notary Public in and for the State of WA
Residing at King
My appointment expires: 03/12/2018



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

Recorded at the request of:

File Number: 109130

Statutory Warranty Deed

THE GRANTOR Phyllis A. Frol, Dolores L. Tokin, formerly Dolores L. Kump, and Steven C. Frol, As Trustee of the Cyril M. Frol Testamentary Trust established in King County Cause Number 98-4-04737-0 SEA; being all the partners of the River West Partnership for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION in hand paid, conveys and warrants to GRANTEE The City of Seattle the following described real estate, situated in the County of Skagit, State of Washington.

Abbreviated Legal:

Section 31, Township 33 North Range 11 East, W.M., Portion of Government Lot 1

For Full Legal See Attached Exhibit "A"

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

Tax Parcel Number(s): P18979, 331131-0-001-0307

Dated DEC 1 2015

River West Partnership

By: Steven C. Frol, Member

By: Phyllis A. Frol, Member

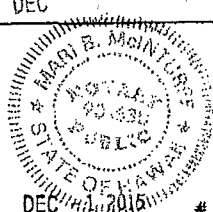
Dolores L. Tokin by Arthur C. Tokin Jr. POA
By: Dolores L. Tokin, Member

City of STATE OF Hawaii
COUNTY OF Honolulu } SS:

I certify that I know or have satisfactory evidence that Arthur C. Tokin Jr. is the person who appeared before me, and said person acknowledged that They signed this instrument and acknowledged it as the Member of River West Partnership, to be the free and voluntary act of such party(ies) for the uses and purposes mentioned in this instrument.

Dated: DEC

Mari B. Montufo



Mari B. MONTUFO
Notary Public in and for the State of Hawaii
Residing at Honolulu, Hawaii
My appointment expires: 06/17/2018

Doc. Date: DEC 1 2015 # Pages: 1

Name: Mari B. MONTUFO First Circuit

Doc. Description: Statutory Warranty Deed

Mari B. Montufo DEC 1 2015
Signature Date

NOTARY CERTIFICATION



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

Recorded at the request of:

File Number: 109130

Statutory Warranty Deed

THE GRANTOR, Phyllis A. Frol, Dolores L. Tokin, formerly Dolores L. Kump, and Steven C. Frol, As Trustee of the Cyril M. Frol Testamentary Trust established in King County Cause Number 98-4-04737-0 SEA; being all the partners of the River West Partnership for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION in hand paid, conveys and warrants to GRANTEE The City of Seattle the following described real estate, situated in the County of Skagit, State of Washington.

Abbreviated Legal:

Section 31, Township 38 North, Range 11 East, W.M., Portion of Government Lot 1

For Full Legal See Attached Exhibit "A"

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

Tax Parcel Number(s): P18979, 331131-0-001-0307

Dated 12-15

River West Partnership

[Signature]
By: Steven C. Frol, Member

[Signature]
By: Phyllis A. Frol, Member

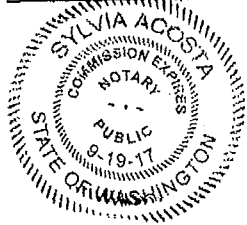
[Signature]
By: Dolores L. Tokin, Member

STATE OF WASHINGTON
COUNTY OF WALLA WALLA } SS:

I certify that I know or have satisfactory evidence that STEVEN C FROL is the person who appeared before me, and said person acknowledged that They signed this instrument and acknowledged it as the Member of River West Partnership, to be the free and voluntary act of such party(ies) for the uses and purposes mentioned in this instrument.

Dated: 12-3-15

[Signature]



Notary Public in and for the State of Washington
Residing at Walla Walla
My appointment expires: 9-19-17

EXHIBIT A

That portion of Government Lot 1, Section 31, Township 33 North, Range 11 East, W.M., described as follows: Commencing at a point on the North line of said Section 31, which bears North 89°50'42" West a distance of 434.54 feet from the Northeast corner of said Section 31; thence South 17°44'36" East 260.76 feet to the true point of beginning; thence South 17°44'36" East 86.92 feet; thence South 66°00' West 1500 feet, more or less, to the Suiattle River; thence Northwesterly along the said river to a point lying South 72°20' West of the true point of beginning; thence North 73°20' East 1400 feet, more or less, to the true point of beginning.

Said premises being Lot 4 of an unrecorded 5 acre Parcel Map dated November 1, 1972, surveyed for the River West General Partnership and as later shown on a Survey recorded as Auditor's File No. 9409070001.

TOGETHER WITH and SUBJECT TO a 20-foot wide easement for ingress and egress as delineated on said unrecorded 1972 Survey as attached to Auditor's File No. 888237 and several other documents of record.

Exhibit B

EXCEPTIONS:

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

River/Creek: Suiattle River

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

C. A 20-foot wide easement for ingress and egress as delineated on an unrecorded 5 Acre Parcel Map dated November 1, 1977 attached to Auditor's File No. 888237 and other documents of record.

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

Name: Survey
Recorded: September 7, 1994
Auditor's No.: 9409070001

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

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



201512040138

Skagit County Auditor \$79.00
12/4/2015 Page 1 of 7 2:04PM

GUARDIAN NORTHWEST TITLE CO.

109130

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

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

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

Abbreviated
Legal

Description: Section 31, Township 33 North, Range 11 East, Ptn. Government Lot 1,
Skagit County, Washington State.

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

Assessor's
Property Tax

Parcel Number(s): 18979, Skagit County

3912

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 Washington State Salmon Recovery Funding Board Account. Such grant is made pursuant to the Project Agreements entered into between the Grantor and the Grantee entitled Skagit Tier 1 & Tier 2 Floodplain Acquisition II, Project Number 11-1536A signed by the Grantor on the 13th day of March, 2012 and by the Grantee on the 26th day of March, 2012 and supporting materials which are on file with the Grantor and the Grantee in connection with the Project Agreements.

The Grantor hereby conveys and grants to the Grantee as the representative of the people of the State, the right to enforce the following duties: The Grantor shall take such reasonable and feasible measures as are necessary to protect the Real Property as described in Exhibit A: Legal Description, in perpetuity. Such measures shall be consistent with the purposes in the Project Agreement, including protecting, preserving, restoring and/or enhancing the habitat functions on the Real Property, which includes riparian habitat. This habitat supports or may support priority species or groups of species including but not limited to Chinook.

1. The Grantor shall allow public access to the Property as provided in the Project Agreement. Such access shall be subject to the restrictions allowed under the Project Agreement, by written agreement with the Grantee, or under state law. This provision is not intended to prevent reasonable access or use restrictions that are necessary for safe and effective management of the property consistent with salmon recovery purposes and the Project Agreement.
2. The Grantor shall allow access by the Grantee to inspect the Real Property for compliance with the terms of this Deed and the applicable Project Agreement to which the Grantor is a signatory. Such access shall be subject to the restrictions, if any, allowed under the Project Agreement, by written agreement with the Grantee, or under state law. The Grantor warrants it has and shall maintain the legal right and means to reach the property.
3. Without prior written consent by the Grantee or its successors, through an amendment to the Project Agreement or the process set forth below, the Grantor shall not use or allow any use of the Real Property (including any part of it) that is inconsistent with the salmon recovery purposes herein granted and as stated in the Project Agreement. The Grantor shall also not grant or suffer the creation of any property interest that is inconsistent with the salmon recovery purposes herein granted and as stated in the Project Agreement.

STR

Grantee's consent to an inconsistent use or property interest under this Deed shall be granted only to the extent permitted by law and upon the following three conditions, which ensure the substitution of other eligible land. The conditions are: (1) the substitute salmon recovery land must be of reasonably equivalent habitat qualities, characteristics and location for the salmon recovery purposes as the Real Property prior to any inconsistent use; (2) the substitute salmon recovery land must be of at least equal fair market value to the Real Property at the time of Grantee's consent to the inconsistent use; and (3) the fair market value of the Real Property at the time of the Grantee's consent to the inconsistent use shall not take into consideration any encumbrances imposed on or alterations made to that land as a result of the original state grant and other grants if such encumbrances or alterations reduce the value of the Real Property from what it would be without them.

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

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

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

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

REMAINDER OF PAGE IS INTENTIONALLY BLANK; SIGNATURE PAGES FOLLOW

GRANTOR:

City of Seattle acting by and through Seattle City Light Department

By: Lynn Best

Name: Lynn Best

Title: Environmental Affairs and Real Estate Division Director

Dated this 12 day of November, 2015

STATE OF WASHINGTON)

COUNTY OF KING) ss

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

Dated: November 12, 2015

Signed: Mary Louise Davis

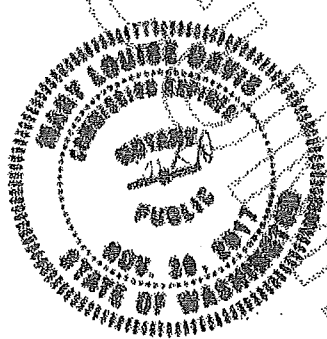
Printed Name: Mary Louise Davis

Notary Public in and for the State of Washington,

residing in Edmonds, WA.

My commission expires November 30, 2017

GRANTEE:



MLD

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 20 day of November, 2015.

STATE OF WASHINGTON)
) ss
COUNTY OF Thurston)

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

Dated: November 7, 2015

Signed: Shelli Ann Frank

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

My commission expires 7-9-17

Exhibit A: Legal Description

STR

That portion of Government Lot 1, Section 31, Township 33 North, Range 11 East, W.M., described as follows: Commencing at a point on the North line of said Section 31, which bears North 89°50'42" West a distance of 434.54 feet from the Northeast corner of said Section 31; thence South 17°44'36" East 260.76 feet to the true point of beginning; thence South 17°44'36" East 86.92 feet; thence South 66°00' West 1500 feet, more or less, to the Suiattle River; thence Northwesterly along the said river to a point lying South 72°20' West of the true point of beginning; thence North 73°20' East 1400 feet, more or less, to the true point of beginning.

Said premises being Lot 4 of an unrecorded 5 acre Parcel Map dated November 1, 1972, surveyed for the River West General Partnership and as later shown on a Survey recorded as Auditor's File No. 9409070001.

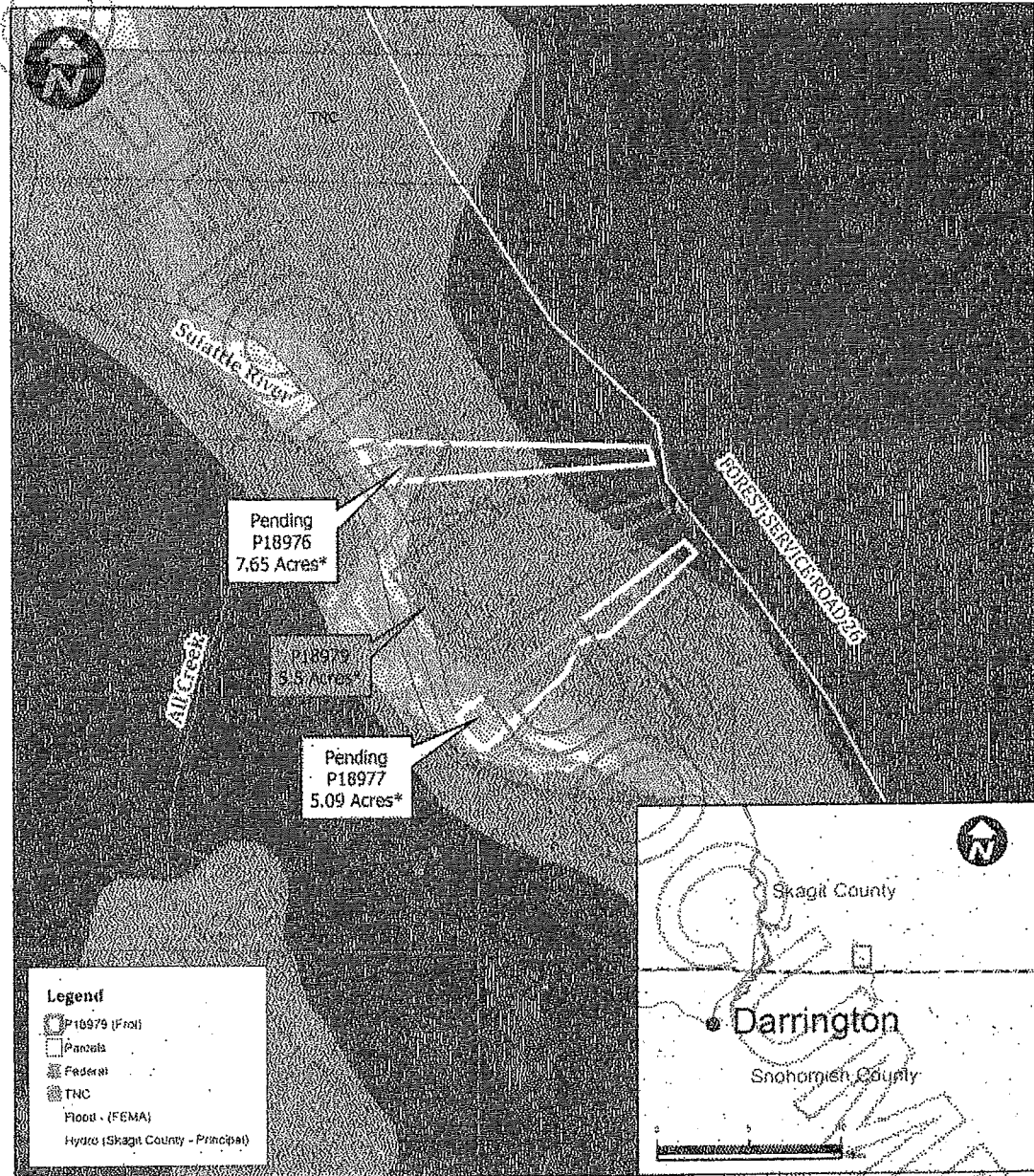
TOGETHER WITH and SUBJECT TO a 20-foot wide easement for ingress and egress as delineated on said unrecorded 1972 Survey as attached to Auditor's File No. 888237 and several other documents of record.

Situate in the State of Washington, County of Skagit

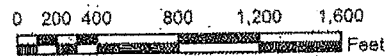


Exhibit B: Acquisition Frol (P18979)

Project Number: 11-1536A
Skagit Tier 1 & Tier 2
Floodplain Acquisition II
Township 33 Range 11 Section 31



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STR



Skagit County Auditor

\$73.00

1/2/2015 Page

1 of

2 10:25AM

When recorded return to:

Seattle City Light

Real Estate Services

Attn: Mary Davis, SMT Room 3338

709-5th Ave Ste 3200/PO Box 34023

Seattle, WA 98124-4023

Recorded at the request of:

Guardian Northwest Title

File Number: 106730

Statutory Warranty Deed

106730
GUARDIAN NORTHWEST TITLE CO.

THE GRANTORS Jonathan L. James and Natasha R. James, husband and wife for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION in hand paid, conveys and warrants to City of Seattle, a Municipal Corporation, the following described real estate, situated in the County of Skagit, State of Washington

Abbreviated Legal:

Section 19, Township 34 North, Range 10 East; Ptn. Gov. Lots 10 and 16 (aka Lot 3, SP #81-77)

Tax Parcel Number(s): P31061, 341019-0-011-0301

Lot 3, SKAGIT COUNTY SHORT PLAT NO. 81-77, approved January 6, 1978, and recorded January 6, 1978, in Volume 2 of Short Plats, page 174, under Auditor's File No. 871602, records of Skagit County, Washington; being a portion of Government Lots 10 and 16, Section 19, Township 34 North, Range 10 East of the Willamette Meridian.

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

Dated 12-23-14

Jonathan L. James

Natasha R. James

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX
20155
JAN 02 2015

STATE OF Washington)
COUNTY OF Skagit) SS:

Amount Paid \$ 717.⁰⁰
By Skagit Co Treasurer
Deputy

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

Date: 12-23-14

Katie Hickok

Printed Name: Katie Hickok
Notary Public in and for the State of Washington
Residing at Wenatchee
My appointment expires: 1/07/2015

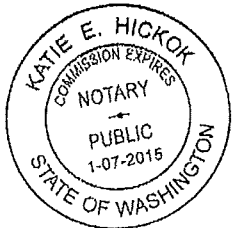


Exhibit A

EXCEPTIONS:

A. TERMS AND CONDITIONS OF CERTIFICATE OF NON-COMPLIANCE:

Dated: September 29, 2010
Recorded: September 29, 2010
Auditor's No.: 201009290114

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

River/Creek: Sauk River

C. 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.

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

E. ALL EASEMENTS, COVENANTS, RESTRICTIONS, ENCROACHMENTS AND OTHER MATTERS SHOWN ON THE FACE OF THE FOLLOWING SURVEY/PLAT:

Name: Skagit County Short Plat 81-77
Recorded: January 6, 1978
Auditor's No.: 371602

F. EASEMENT AND PROVISIONS THEREIN:

Grantee: Puget Sound Energy, Inc., formerly Puget Sound Power & Light Co.
Recorded: February 15, 1952
Auditor's No.: 471585
Purpose: Right to construct, operate, maintain, repair, replace and enlarge one or more electric transmission and/or distribution lines and related facilities.

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



Skagit County Auditor
1/2/2015 Page

2 of

\$73.00
2 10:26AM



Skagit County Auditor \$72.00
1/9/2015 Page 1 of 1 11:59AM

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

Recorded at the request of:
Guardian Northwest Title
File Number: 107664

Statutory Warranty Deed

107664
GUARDIAN NORTHWEST TITLE CO.

THE GRANTOR Karene W. Jones, as her separate estate for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION in hand paid, conveys and warrants to City of Seattle, a municipal corporation the following described real estate, situated in the County of Skagit, State of Washington

Abbreviated Legal:
Section 29, Township 35 North, Range 9 East; Ptn. of Gov't Lot 1

Tax Parcel Number(s): P44885, 350929-0-006-0001

The North 100 feet of the South 420 feet of that portion of Government Lot 1, Section 29, Township 35 North, Range 9 East W.M., lying Easterly of the County road.

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

Dated 12-30-14

Karene W. Jones
Karene W. Jones

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX
201577
JAN 09 2015

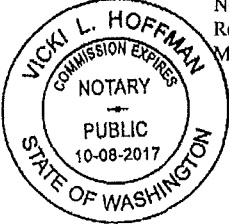
Amount Paid \$ 236.40
Skagit Co. Treasurer
By [Signature] Deputy

STATE OF Washington
COUNTY OF Skagit) SS:

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

Date: 12-30-14

Vicki L. Hoffman
Printed Name: ~~Katie Hickok~~ VICKI L. HOFFMAN
Notary Public in and for the State of Washington
Residing at COUPEVILLE
My appointment expires: 10/7/2015 10-8-17



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



Skagit County Auditor \$78.00
1/9/2015 Page 1 of 7 10:59AM

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

JAN 09 2015

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

GUARDIAN NORTHWEST TITLE CO.
107664-2

DEED OF RIGHT TO USE LAND FOR
SALMON RECOVERY PURPOSES

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

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

Abbreviated
Legal

Description: Section 29, Township 35 North, Range 9 East, Ptn. of Gov't 1, Skagit County,
Washington State.

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

Assessor's
Property Tax
Parcel Number(s): 44885, Skagit County

Reference Numbers of Documents Assigned or Released: None.

582

The Grantor enters this Deed for and in consideration of monies coming in whole or in part from the Salmon Recovery Funding Board Account. Such grant is made pursuant to the Project Agreements entered into between the Grantor and the Grantee entitled Skagit Tier 1 & Tier 2 Floodplain Acquisition II, Project Number 11-1536A signed by the Grantor on the 13th day of March, 2012 and by the Grantee on the 26th day of March, 2012 and supporting materials which are on file with the Grantor and the Grantee in connection with the Project Agreements.

The Grantor hereby conveys and grants to the Grantee as the representative of the people of the State, the right to enforce the following duties: The Grantor shall take such reasonable and feasible measures as are necessary to protect the Real Property as described in Exhibit A: Legal Description, in perpetuity. Such measures shall be consistent with the purposes in the Project Agreement, including protecting, preserving, restoring and/or enhancing the habitat functions on the Real Property, which includes riparian habitat. This habitat supports or may support priority species or groups of species including but not limited to Chinook.

1. The Grantor shall allow public access to the Property as provided in the Project Agreement. Such access shall be subject to the restrictions allowed under the Project Agreement, by written agreement with the Grantee, or under state law. This provision is not intended to prevent reasonable access or use restrictions that are necessary for safe and effective management of the property consistent with salmon recovery purposes and the Project Agreement.
2. The Grantor shall allow access by the Grantee to inspect the Real Property for compliance with the terms of this Deed and the applicable Project Agreement to which the Grantor is a signatory. Such access shall be subject to the restrictions, if any, allowed under the Project Agreement, by written agreement with the Grantee, or under state law. The Grantor warrants it has and shall maintain the legal right and means to reach the property.
3. Without prior written consent by the Grantee or its successors, through an amendment to the Project Agreement or the process set forth below, the Grantor shall not use or allow any use of the Real Property (including any part of it) that is inconsistent with the salmon recovery purposes herein granted and as stated in the Project Agreement. The Grantor shall also not grant or suffer the creation of any property interest that is inconsistent with the salmon recovery purposes herein granted and as stated in the Project Agreement.

Grantee's consent to an inconsistent use or property interest under this Deed shall be granted only to the extent permitted by law and upon the following three conditions, which ensure the substitution of other eligible land. The conditions are: (1) the substitute salmon recovery land must be of reasonably equivalent habitat qualities, characteristics and location for the salmon recovery purposes as the Real Property prior to any inconsistent use; (2) the substitute salmon recovery land must be of at



least equal fair market value to the Real Property at the time of Grantee's consent to the inconsistent use; and (3) the fair market value of the Real Property at the time of the Grantee's consent to the inconsistent use shall not take into consideration any encumbrances imposed on or alterations made to that land as a result of the original state grant and other grants if such encumbrances or alterations reduce the value of the Real Property from what it would be without them.

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

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

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

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

REMAINDER OF PAGE IS INTENTIONALLY BLANK; SIGNATURE PAGES FOLLOW



GRANTOR:

City of Seattle acting by and through Seattle City Light Department

By: *Lynn Best*

Name: Lynn Best

Title: Environmental Affairs and Real Estate Division Director

Dated this 24th day of December, 2014

STATE OF WASHINGTON)

COUNTY OF KING)

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

Dated: December 24th, 2014

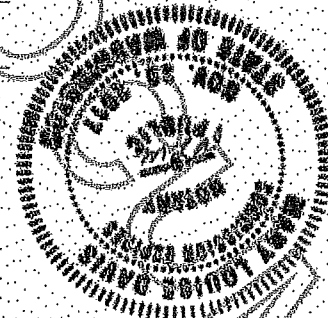
Signed: *Mary Louise Davis*

Printed Name: Mary Louise Davis

Notary Public in and for the State of Washington,

residing in Edmonds, WA.

My commission expires November 30, 2017



REMAINDER OF PAGE IS INTENTIONALLY BLANK; ADDITIONAL SIGNATURE PAGE FOLLOWS



STAR

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 22nd day of December, 2014

STATE OF WASHINGTON)
COUNTY OF Thurston) SS

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

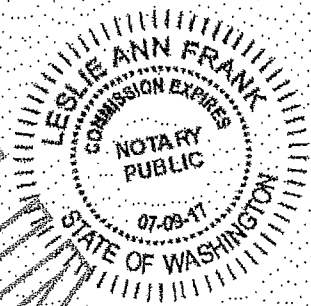
Dated: December 22, 2014

Signed: Leslie Ann Frank

Notary Public in and for the State of Washington,

residing in Thurston County

My commission expires 7-9-17



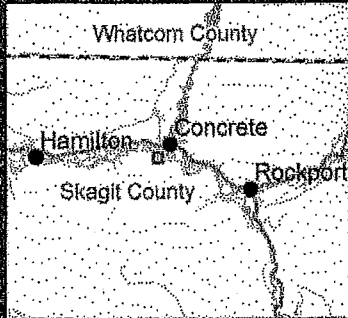
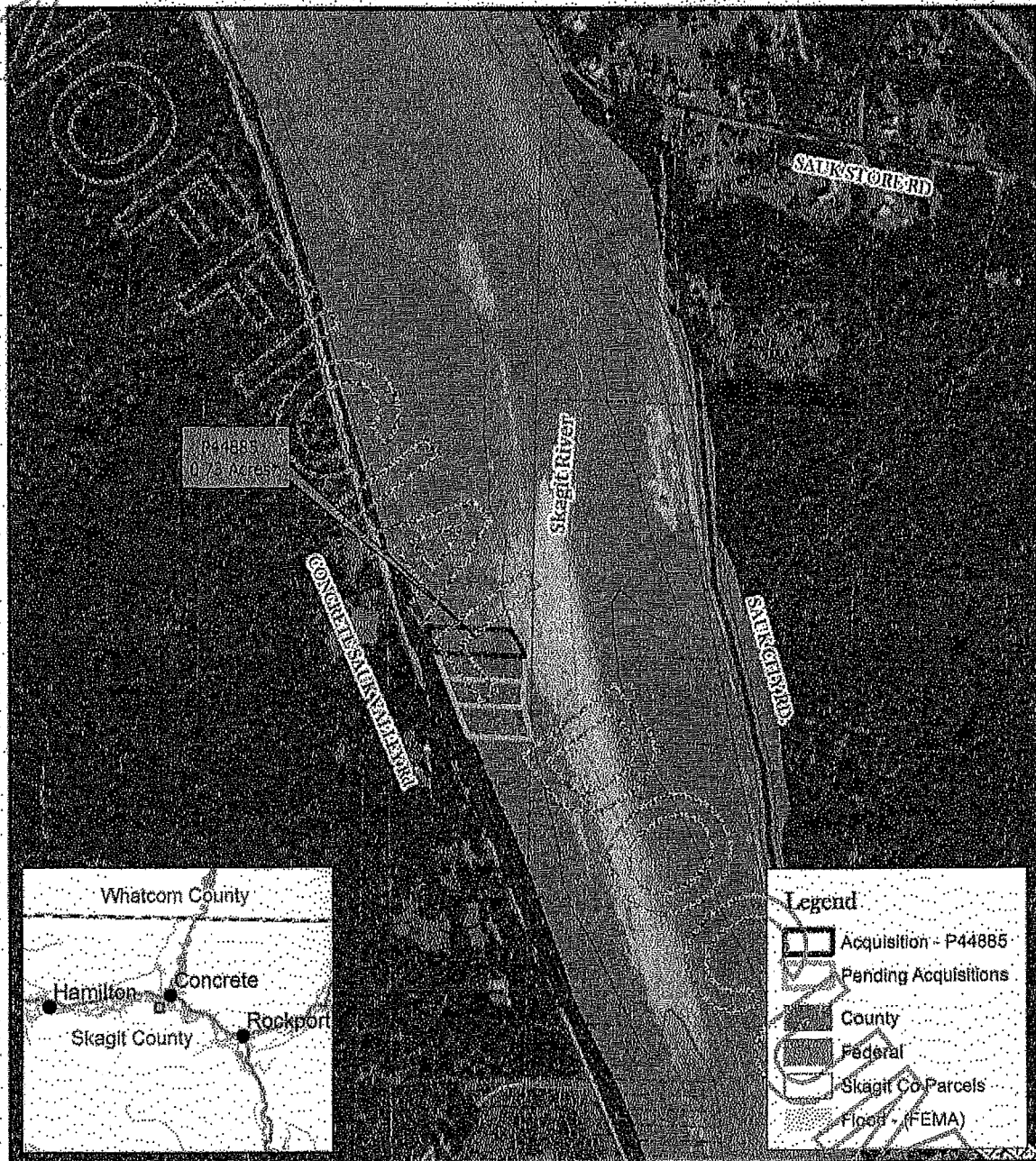
500

Exhibit A: Legal Description

The North 100 feet of the South 420 feet of that portion of Government Lot 1, Section 29,
Township 35 North, Range 9 East, W. M., lying Easterly of the County Road.

Situate in the State of Washington, County of Skagit





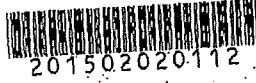
Legend

- Acquisition - P44885
- Pending Acquisitions
- County
- Federal
- Skagit Co. Parcels
- Flood - (FEMA)

| | | |
|--|--|--|
| <p>Seattle City Light</p> <p><small>Created 11/21/2014 by Seattle City Light, Professional Affairs & Real Estate Division. SCL provides no warranty, expressed or implied, as to the accuracy, reliability or completeness of this data. No part of this document may be reproduced without prior permission of Seattle City Light.</small></p> | <p>Exhibit B: Acquisition</p> <p>Karene W. Jones P 44885</p> | <p>Project Number: 11-1536A Skagit Tier 1 & Tier 2 Floodplain Acquisition II</p> |
| | <p>0 200 400 800 Feet</p> <p>1:6,000</p> | <p>Q00 • S29 • T35 • R09</p> <p>Area from Skagit County Assessor</p> |



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



Skagit County Auditor
2/2/2015 Page 1 of 4 1:47PM \$75.00

Recorded at the request of:
File Number: A108372

GUARDIAN NORTHWEST TITLE CO.
Statutory Warranty Deed A108372

THE GRANTOR Learned's Little Houses, LLC, a Washington limited liability company for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION in hand paid, conveys and warrants to GRANTEE City of Seattle, a municipal corporation of the State of Washington, acting by and through its City Light Department the following described real estate, situated in the County of Skagit, State of Washington.

Abbreviated Legal:
Section 27, Township 35 North, Range 5 East; Ptn. SE - SE (aka Tract B of Unrecorded SP #59-72)

For Full Legal See Attached Exhibit "A"

RESERVING an easement across P40305 for ingress and egress to adjoining properties, P40303 and P40304, also known as ROF Lane and Rof Lane. Said easement is limited to the existing twelve-foot wide dirt road and for single family residential use only. Grantor agrees to maintain and repair said road at grantor's expense.

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): P40305, 350527-4-003-0200

Dated 1/21/2015

Learned's Little Houses, LLC

By: Clary Learned, Managing Member

By: Virginia Learned, Member

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

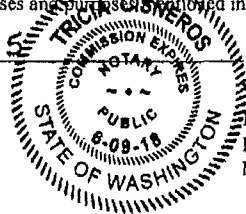
2015 334
FEB 02 2015

STATE OF Washington
COUNTY OF Skagit) SS:

Amount Paid \$ 2,052.⁰⁰
Skagit Co. Treasurer
By Deputy

I certify that I know or have satisfactory evidence that Clary Learned and Virginia Learned are the persons who appeared before me, and said person acknowledged that they signed this instrument and acknowledged it as the Managing Member and Member of Learned's Little Houses, LLC, to be the free and voluntary act of such party(ies) for the uses and purposes described in this instrument.

Dated: 1/21/15



Notary Public in and for the State of Washington
Residing at Burlington, WA
My appointment expires: 6-9-18

EXHIBIT A

The West 80.02 feet of the East 223.23 feet of that portion of the Southeast ¼ of the Southeast ¼ of Section 27, Township 35 North, Range 5 East, W.M., lying Southerly of the Skagit River, EXCEPT County Road; said premises being also known as Tract "B" of unrecorded Skagit County Short Plat No. 59-72, approved September 13, 1972.

TOGETHER WITH a non-exclusive easement for ingress and egress and utility purposes over and across the West 80.02 feet of the East 303.25 feet of the South 40.00 feet of said subdivision.

UNOFFICIAL DOCUMENT



Skagit County Auditor
2/2/2015 Page

2 of 4 1:47PM

\$75.00

LPB 10-05(i-j)
Page 2 of 2

EXHIBIT B

EXCEPTIONS:

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

River/Creek: Skagit River

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

C. AGREEMENT, AND THE TERMS AND PROVISIONS THEREOF:

Between: John G. Sternhagen, et ux
And: Marvin R. Kuehnoel and Fae M. Kuehnoel, husband and wife
Dated: September 30, 1986
Recorded: November 10, 1986
Auditor's No.: 861100010
Regarding: Water agreement and access for same, including costs

Said agreement was amended on October 16, 2009 under Auditor's File No. 200910160040.

D. Easement for ingress, egress and utilities over and across the South 60 feet of the subject property in favor of adjoining property owners as disclosed by document recorded under Auditor's File No. 777374.

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

Name: 59-72
Recorded: Unrecorded and disclosed by Skagit County Tax Rolls



Skagit County Auditor 378.00
2/2/2015 Page 3 of 4 1:47PM

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

Recorded: May 24, 2005
Auditor's No.: 200505240132
Regarding: Development Activities On or Adjacent to Designated
Natural Resource Lands

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.

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

Recorded: May 27, 2005
Auditor's No.: 200505270240
Regarding: Protected Critical Area Site Plan

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.



201502020112

Skagit County Auditor \$75.00
2/2/2015 Page 4 of 4 1:47PM



When recorded return to:
City of Seattle
Real Estate Services, Attn: Mary Davis, 700 5th Avenue, Ste 3338,
700 5th Avenue, Ste 3200
Seattle, WA 98124

Skagit County Auditor \$73.00
9/23/2015 Page 1 of 2 2:31PM

Recorded at the request of:
Guardian Northwest Title
File Number: 109270

Statutory Warranty Deed

109270-1

GUARDIAN NORTHWEST TITLE CO.

THE GRANTORS L. Ward Nelson and Cathryn J. Nelson, husband and wife for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION in hand paid, conveys and warrants to City of Seattle, a municipal corporation of the State of Washington the following described real estate, situated in the County of Skagit, State of Washington

Abbreviated Legal:
Section 31, Township 33 North, Range 11 East; Ptn. Gov't Lot 1 aka Lot 1 Survey

Tax Parcel Number(s): P18976, 331131-0-001-0000

Lot 1 of Survey filed in Volume 16 of Surveys, page 61, as recorded under Auditor's File No. 9409070001 on September 7, 1994, records of Skagit County; being a portion of Government Lot 1, Section 31, Township 33 North, Range 11 East, W.M.

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

Dated September 22, 2015

L. Ward Nelson
L. Ward Nelson
Cathryn J. Nelson
Cathryn J. Nelson

STATE OF Washington
COUNTY OF Skagit) SS:

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

Date: 9/22/15

Katie Hickok
Printed Name: Katie Hickok Toileta Southwick
Notary Public in and for the State of Washington
Residing at MU
My appointment expires: 1/07/2019 10/15/19



SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX
20153864
SEP 23 2015

Amount Paid \$ 806.00
Skagit Co. Treasurer
By HTB Deputy

Exhibit A

EXCEPTIONS:

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

River/Creek: Suiattle River

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

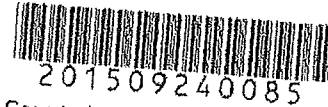
C. A 20-foot wide easement for ingress and egress as delineated on an unrecorded 5 Acre Parcel Map dated November 1, 1972 attached to Auditor's File No. 888237 and other documents of record.

D. 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: Syrvey
Recorded: September 7, 1994
Auditor's No.: 9409070001

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

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



Skagit County Auditor
9/24/2015 Page 1 of 7 \$128.00
3:35PM

GUARDIAN NORTHWEST TITLE CO.
109270

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

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

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

Abbreviated
Legal

Description: Section 31, Township 33 North, Range 11 East, Ptn. Gov't Lot 1 aka Lot 1
Survey

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

Assessor's
Property Tax
Parcel Number(s): 18976, Skagit County

Reference Numbers of Documents Assigned or Released: None.

*I, MARLA HICKDU, AM REQUESTING A NON-STANDARD
RECORDING FOR AN ADDITIONAL \$50.00 FEE*

Marc Dubioski
9/24/15
STR

The Grantor enters this Deed for and in consideration of monies coming in whole or in part from the Salmon Recovery Funding Board Account. Such grant is made pursuant to the Project Agreements entered into between the Grantor and the Grantee entitled Skagit Tier 1 & Tier 2 Floodplain Acquisition II, Project Number 11-1536A signed by the Grantor on the 13th day of March, 2012 and by the Grantee on the 26th day of March, 2012 and supporting materials which are on file with the Grantor and the Grantee in connection with the Project Agreements.

The Grantor hereby conveys and grants to the Grantee as the representative of the people of the State, the right to enforce the following duties: The Grantor shall take such reasonable and feasible measures as are necessary to protect the Real Property as described in Exhibit A: Legal Description, in perpetuity. Such measures shall be consistent with the purposes in the Project Agreement, including protecting, preserving, restoring and/or enhancing the habitat functions on the Real Property, which includes riparian habitat. This habitat supports or may support priority species or groups of species including but not limited to Chinook.

1. The Grantor shall allow public access to the Property as provided in the Project Agreement. Such access shall be subject to the restrictions allowed under the Project Agreement, by written agreement with the Grantee, or under state law. This provision is not intended to prevent reasonable access or use restrictions that are necessary for safe and effective management of the property consistent with salmon recovery purposes and the Project Agreement.
2. The Grantor shall allow access by the Grantee to inspect the Real Property for compliance with the terms of this Deed and the applicable Project Agreement to which the Grantor is a signatory. Such access shall be subject to the restrictions, if any, allowed under the Project Agreement, by written agreement with the Grantee, or under state law. The Grantor warrants it has and shall maintain the legal right and means to reach the property.
3. Without prior written consent by the Grantee or its successors, through an amendment to the Project Agreement or the process set forth below, the Grantor shall not use or allow any use of the Real Property (including any part of it) that is inconsistent with the salmon recovery purposes herein granted and as stated in the Project Agreement. The Grantor shall also not grant or suffer the creation of any property interest that is inconsistent with the salmon recovery purposes herein granted and as stated in the Project Agreement.

Grantee's consent to an inconsistent use or property interest under this Deed shall be granted only to the extent permitted by law and upon the following three conditions, which ensure the substitution of other eligible land. The conditions are: (1) the substitute salmon recovery land must be of reasonably equivalent habitat qualities, characteristics and location for the salmon recovery purposes as the Real Property

prior to any inconsistent use; (2) the substitute salmon recovery land must be of at least equal fair market value to the Real Property at the time of Grantee's consent to the inconsistent use; and (3) the fair market value of the Real Property at the time of the Grantee's consent to the inconsistent use shall not take into consideration any encumbrances imposed on or alterations made to that land as a result of the original state grant and other grants if such encumbrances or alterations reduce the value of the Real Property from what it would be without them.

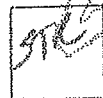
For purposes of this Deed, the Project Agreement includes any amendments thereto that occurred prior to or may occur subsequent to the execution of this Deed.

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

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

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

REMAINDER OF PAGE IS INTENTIONALLY BLANK; SIGNATURE PAGES FOLLOW



GRANTOR:

City of Seattle acting by and through Seattle City Light Department

By: *Lynn Best*

Name: Lynn Best

Title: Environmental Affairs and Real Estate Division Director

Dated this 10 day of August, 2015

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

SEP 24 2015

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

STATE OF WASHINGTON)
) ss

COUNTY OF KING)

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

Dated: August 10th, 2015

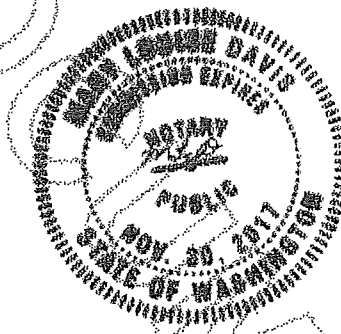
Signed: *Mary Louise Davis*

Printed Name: Mary Louise Davis

Notary Public in and for the State of Washington,

residing in Edmonds, WA.

My commission expires November 30, 2017



REMAINDER OF PAGE IS INTENTIONALLY BLANK; ADDITIONAL SIGNATURE PAGE
FOLLOWS

[Handwritten initials]

Exhibit A: Legal Description

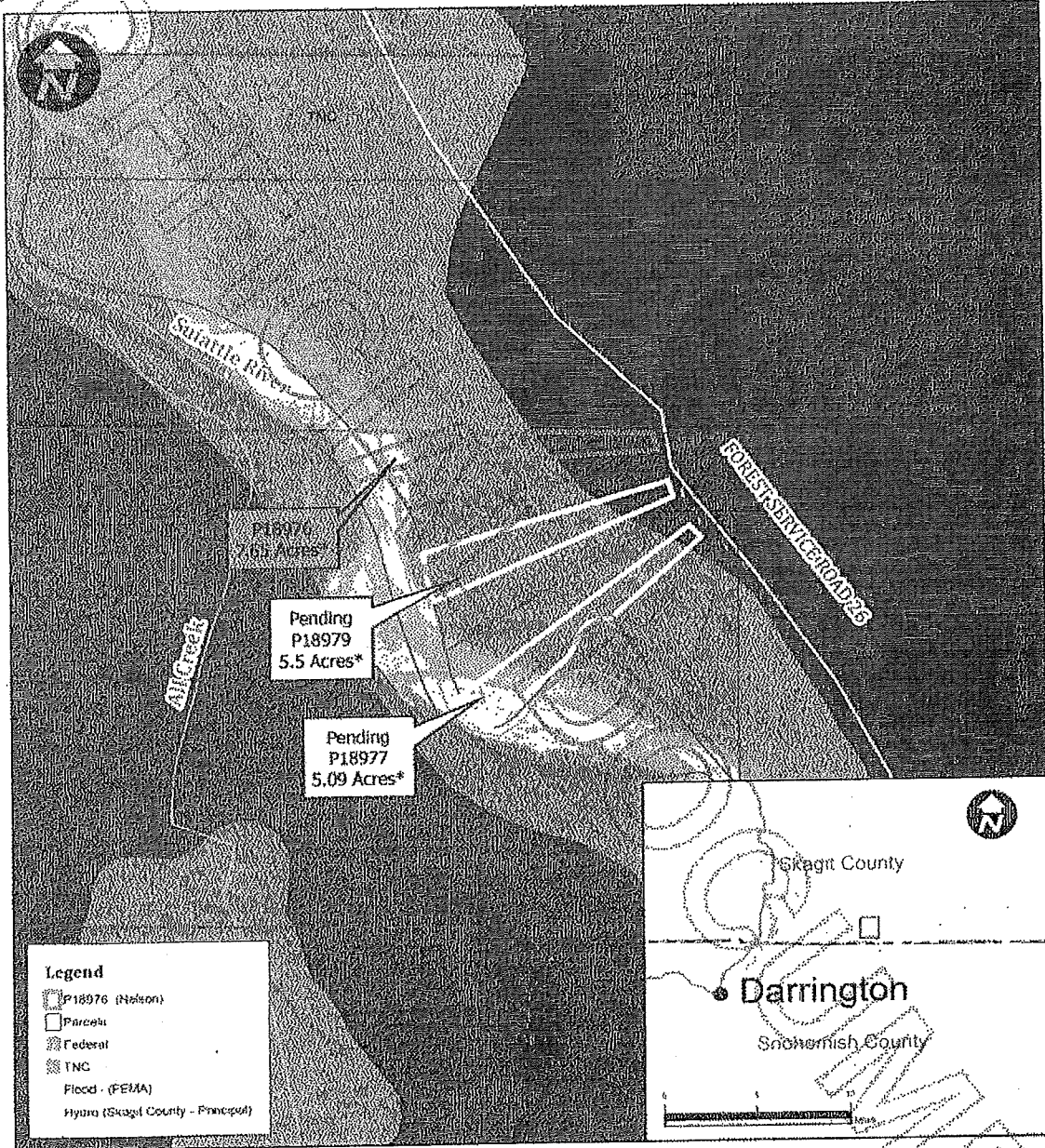
Lot 1 of Survey filed in Volume 16 of Surveys, page 61, as recorded under Auditor's File No. 9409070001 on September 7, 1994, records of Skagit County; being a portion of Government Lot 1, Section 31, Township 33 North, Range 11 East, W.M.

Situate in the State of Washington, County of Skagit



Exhibit B: Acquisition Nelson (P18976))

Project Number: 11-1536A
Skagit Tier 1 & Tier 2
Floodplain Acquisition II
Township 33 Range 11 Section 31



Created 7/31/2015, by Seattle City Light, Environmental Affairs & Real Estate
Division. SCL provides no warranty, expressed or implied, as to the
accuracy, reliability or completeness of this data.
No part of this document may be reproduced without
prior permission of Seattle City Light.

0 200 400 800 1,200 1,600
Feet

STR

When recorded return to:

Seattle City Light
Real Estate Services, SMT 3338
Attention: Mary Davis
700 4th Ave., Suite 3200
P.O. Box 34023
Seattle, WA 98124-9871



201503260087

Skagit County Auditor \$74.00
3/26/2015 Page 1 of 3 2:18PM

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX
2015929
MAR 26 2015

GUARDIAN NORTHWEST TITLE CO.

ACCOMMODATION RECORDING ONLY

Amount Paid \$0
Skagit Co. Treasurer
By *Mam* Deputy

QUIT CLAIM DEED

M4854

Grantor: Skagit Land Trust

Grantee: The City of Seattle

Abbreviated Legal Description: Stafford's Skagit River Trs, Lots 5 and 6

Assessor's Property Tax Parcel Account Number(s): P69744 and P69745

THE GRANTOR, **Skagit Land Trust**, a Washington non-profit corporation, for no monetary consideration, conveys and quit claims to **City of Seattle**, a Washington municipal corporation ("Grantee"), the following described real estate, situated in the County of Skagit, State of Washington; together with all after acquired title of the Grantor herein:

Tract 5, "ASSESSOR'S PLAT OF STAFFORD'S SKAGIT RIVER TRACTS", according to plat recorded in Volume 9 of plats, page 103, records of Skagit County, Washington.

AND

Tract 6, "ASSESSOR'S PLAT OF STAFFORD'S SKAGIT RIVER TRACTS", as per plat recorded in Volume 9 of plats, page 103, records of Skagit County, EXCEPT all oil, gas, coal and minerals as reserved in deed dated August 29, 1949 and recorded September 6, 1949, under Auditor's file no. 435450.

TOGETHER with non-exclusive easement for ingress and egress over and across the following described tracts: (1) All private roadways designated as Tracts A, B, and C as shown on the plat of CAREFREE ACRES as per plat recorded in Vol. 8 of plats, page 62, records of Skagit County, (2) The westerly 60 feet of Tract 8, (as measured at right angles to the West line of said lot) of said CAREFREE ACRES, as per plat recorded in Vol. 8, page 62, records of Skagit County. (3) A 60 foot strip of land running over and across Government Lots 5 & 6 and the SE 1/4 of the SW 1/4 of Section 23, Township 35 North, Range 10 East, W.M., connecting said above described main tracts to those certain easements in the plat of 'CAREFREE ACRES' as above described, more particularly shown on the face of said "ASSESSOR'S PLAT OF STAFFORD'S SKAGIT RIVER TRACTS".

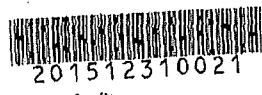
All rights of ingress and egress hereby conveyed herein are appurtenant to the subject properties and shall enure to the benefit of the Grantee's successors and assigns. All situated in the County of Skagit, State of Washington.

Executed this 4th day of March, 2015

SKAGIT LAND TRUST

By: Brenda G. Cunningham
Brenda Cunningham, President

UNRECORDED ORIGINAL DOCUMENT



Skagit County Auditor \$76.00
12/31/2015 Page 1 of 4 10:52AM

When recorded return to:
City of Seattle, City Light, Room 3338
700 Fifth Avenue - P.O. Box 34023
Seattle, WA 98124-4023

Recorded at the request of:
Guardian Northwest Title
File Number: N0196

Statutory Warranty Deed

THE GRANTORS David B. Trowbridge and Michelle Trowbridge, husband and wife for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION in hand paid, conveys and warrants to City of Seattle, a municipal corporation of the State of Washington the following described real estate, situated in the County of Skagit, State of Washington

Abbreviated Legal:
Lot 53 Carefree Acres
Tax Parcel Number(s): P63534, 3870-000-053-0007

Lot 53, "CAREFREE ACRES, SUBDIVISION NO. 1", as per plat recorded in Volume 8 of Plats, page 62, records of Skagit County, Washington.
This conveyance is subject to covenants, conditions, restrictions and easements, if any, affecting title, which may appear in the public record, including those shown on any recorded plat or survey as described in Exhibit "A" attached hereto

Dated December 23rd 2015

[Signature]
David B. Trowbridge

[Signature]
Michelle Trowbridge

SEE ATTACHED
Notary Acknowledgement

STATE OF Washington
COUNTY OF Skagit } SS:

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

Date: _____

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

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX
20155289
DEC 31 2015

Amount Paid \$ 85.⁰⁰
Skagit Co. Treasurer
By [Signature] Deputy

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

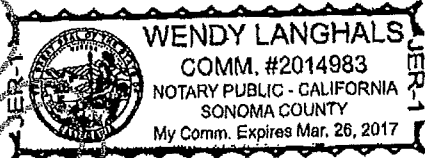
State of California
County of Sonoma

On Dec. 23, 2015 before me, Wendy Langhals, Notary Public
(insert name and title of the officer)

personally appeared David B Trowbridge & Michelle Trowbridge, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Wendy Langhals (Seal) Statutory Warranty Deed

SCHEDULE "B-1"

A. Construction and Maintenance Obligations as set forth on the face of said Plat:

"The cost of constructing and maintaining all roads, streets and alleys within this plat and all access roads to this plat shall be the obligation of all the owners of the lots of the plat and of any additional plats that may be served by these roads, streets and alleys.

In the event that the owners of any of these lots of this plat or any additional plats shall petition the County Commissioners to include these roads in the county road system, it is hereafter agreed by said lot owners that roads involved shall first be constructed to prevailing county standards and to the county engineers approval by said lot owners."

B. EASEMENT DISCLOSED BY INSTRUMENT AND CONDITIONS CONTAINED THEREIN:

| | |
|----------------|--------------------------------------|
| In Favor Of: | Not disclosed |
| For: | Utilities |
| Affects: | 5 foot strip along adjoining roadway |
| Dated: | September 14, 1971 |
| Recorded: | September 28, 1971 |
| Auditor's No.: | 758542 |

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

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

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

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

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

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

E. DECLARATION OF EASEMENT, INCLUDING THE TERMS AND PROVISIONS
THEREOF:

| | |
|---------------|--------------------|
| Recorded: | September 14, 1964 |
| Auditor's No. | 655845 |
| Purpose: | Utilities |
| Affects: | South 5 feet |

UNOFFICIAL DOCUMENT



Skagit County Auditor \$73.00
9/25/2015 Page 1 of 2 3:40PM

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

Recorded at the request of:
Guardian Northwest Title
File Number: 109892

Statutory Warranty Deed

GNW 109892
GUARDIAN NORTHWEST TITLE CO.

THE GRANTORS Michael Weatherburn and M. Louise Weatherburn, husband and wife for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION in hand paid, conveys and warrants to The City of Seattle, a municipal corporation of the State of Washington the following described real estate, situated in the County of Skagit, State of Washington

Abbreviated Legal:
Lot 54, Carefree Acres, Subdivision No. 1

Tax Parcel Number(s): P63535, 3870-000-034-0006

Lot 54, CAREFREE ACRES, SUBDIVISION NO. 1, as per plat recorded in Volume 8 of Plats, page 62, records of Skagit County, Washington.

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

Dated 9/25/15

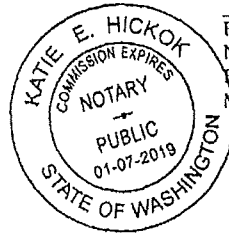
Michael Weatherburn

M. Louise Weatherburn

STATE OF Washington
COUNTY OF Skagit) SS:

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

Date: 9/25/15



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

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX
2015 3918
SEP 25 2015

Amount Paid \$ 85.10
Skagit Co. Treasurer
Deputy
BY HTS

Exhibit A

EXCEPTIONS:

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

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

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

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

Said instrument is a re-recording of instrument recorded under Auditor's File No. 9208120081.

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

Recorded: July 25, 1984
Auditor's No.: 1407250023
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.

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.

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

River/Creek: Skagit River
Affects: Common Area

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

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

\$75,000 (1093147

Att T- Statutory Warranty Deed: Marilyn P. Watkins, Jannie Spain, formerly Jannie Ulberg, James Ajemian, and Nancy Sherman

When recorded return to:
The City of Seattle, a municipal corporation of the State of Washington
Real Estate Services: ATTN: Mary Davis
Seattle, WA 98124-9871

Recorded at the request of:
First American Title Insurance Company
File Number: 1110513

201512300470 8 PGS
12/30/2015 2:55pm \$80.00
SNOHOMISH COUNTY, WASHINGTON

No. 8611299 12/30/2015 2:34 PM 1,340.00
Thank you for your payment.
NICHOLE

Statutory Warranty Deed

THE GRANTORS Marilyn P Watkins, as her separate estate and Jannie Spain, who acquired title as Jannie Ulberg as her separate estate and James Ajemian, as his separate estate and Nancy Sherman, FKA Nancy Ajemian, Trustee under the Nancy Ajemian Trust dated November 11, 1993, as trustee for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION in hand paid, conveys and warrants to The City of Seattle, a municipal corporation of the State of Washington the following described real estate, situated in the County of Snohomish, State of Washington

Abbreviated Legal: FIRST AMERICAN 2900594

Tax Parcel Number(s): 320925-001-001-00, 320925-001-002-00

THE NORTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER AND THAT PORTION OF THE NORTH HALF OF GOVERNMENT LOT 1, LYING EASTERLY OF THE COUNTY ROAD, ALL IN SECTION 25, TOWNSHIP 32 NORTH, RANGE 9 EAST, W.M., RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

EXCEPT ANY PORTION OF GOVERNMENT LOT 1 LYING WITHIN THAT PORTION DEEDED TO THE COUNTY OF SNOHOMISH FOR ROAD BY STATUTORY WARRANTY DEEDS RECORDED UNDER RECORDING NOS. 200704160625, 200704160626, 200704160627 AND 200704160628.

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

Dated 12-28-2015

Marilyn P Watkins

Jannie Spain

James Ajemian
James Ajemian

Nancy Sherman, FKA Nancy Ajemian, Trustee under the Nancy Ajemian Trust dated November 11, 1993

By: Nancy Sherman, Trustee

STATE OF _____ }
COUNTY OF _____ } SS:

I certify that I know or have satisfactory evidence that Marilyn P Watkins, Jannie Spain, James Ajemian and Nancy Sherman, FKA Nancy Ajemian, Trustee under the Nancy Ajemian Trust dated November 11, 1993, the persons who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument and acknowledge it to be his/her/their free and voluntary act for the uses and purposes mentioned in this instrument.

Date: _____

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of Los Angeles

On 12-28-15 before me, Isela Ortega, Notary Public

personally appeared James Ajemian

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: [Handwritten Signature] Signature of Notary Public

Place Notary Seal Above OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document

Description of Attached Document

Title or Type of Document:

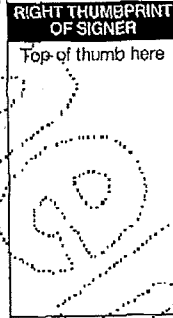
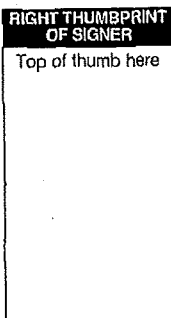
Document Date: Number of Pages:

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: Signer's Name:

- Corporate Officer - Title(s)
Individual
Partner - Limited General
Attorney in Fact
Trustee
Guardian or Conservator
Other:



Signer Is Representing:

When recorded return to:
The City of Seattle, a municipal corporation of the State of Washington
Real Estate Services: ATTN: Mary Davis
Seattle, WA 98124-9871

Recorded at the request of:
First American Title Insurance Company
File Number: 1110513

Statutory Warranty Deed

THE GRANTORS Marilyn P Watkins, as her separate estate and Jannie Spain, who acquired title as Jannie Ulberg as her separate estate and James Ajemian, as his separate estate and Nancy Sherman, FKA Nancy Ajemian, Trustee under the Nancy Ajemian Trust dated November 11, 1993, as trustee for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION in hand paid, conveys and warrants to The City of Seattle, a municipal corporation of the State of Washington the following described real estate, situated in the County of Snohomish, State of Washington

Abbreviated Legal:

Tax Parcel Number(s): 320925-001-001-00, 320925-001-002-00

THE NORTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER AND THAT PORTION OF THE NORTH HALF OF GOVERNMENT LOT 1, LYING EASTERLY OF THE COUNTY ROAD, ALL IN SECTION 25, TOWNSHIP 32 NORTH, RANGE 9 EAST, W.M., RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

EXCEPT ANY PORTION OF GOVERNMENT LOT 1 LYING WITHIN THAT PORTION DEEDED TO THE COUNTY OF SNOHOMISH FOR ROAD BY STATUTORY WARRANTY DEEDS RECORDED UNDER RECORDING NOS. 200704160625, 200704160626, 200704160627 AND 200704160628.

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

Dated Dec. 28, 2015

Marilyn P Watkins

Jannie Spain

Jannie Spain

James Ajemian

Signed in Counter part

Nancy Sherman, FKA Nancy Ajemian, Trustee under the Nancy Ajemian Trust dated November 11, 1993

By: Nancy Sherman, Trustee

STATE OF _____ }
COUNTY OF _____ } SS:

I certify that I know or have satisfactory evidence that Marilyn P Watkins, Jannie Spain, James Ajemian and Nancy Sherman, FKA Nancy Ajemian, Trustee under the Nancy Ajemian Trust dated November 11, 1993, the persons who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument and acknowledge it to be his/her/their free and voluntary act for the uses and purposes mentioned in this instrument.

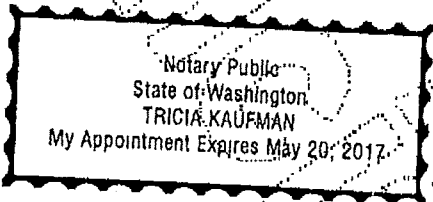
Date: _____

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

STATE OF Washington }
County of King } SS:

I certify that I know or have satisfactory evidence that Jannie Spain signed this instrument, on oath stated that she authorized to execute the instrument and acknowledged it as the Owner of Subject Property to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: 12-24-15



Printed Name: Tricia Kaufman
Notary Public in and for the State of Washington
Residing at Seattle
My appointment expires: May 20, 2017

State of Washington
County of _____ } SS:

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

Date: _____

Notary Public in and for the State of Washington WW
Residing at _____
My appointment expires: _____

STATE OF: Washington }
County Of: _____ } SS

I certify that I know or have satisfactory evidence that _____ signed this instrument, on oath stated that _____ is/are authorized to execute the instrument and acknowledged it as the _____ of _____ to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: _____

Notary Public in and for the State of: Washington
Residing at: _____
My appointment Expires: _____

When recorded return to:
The City of Seattle, a municipal corporation of the State of Washington
Real Estate Services: ATTN: Mary Davis
Seattle, WA 98124-9871

Recorded at the request of:
First American Title Insurance Company
File Number: 1110513

Statutory Warranty Deed

THE GRANTORS Marilyn P Watkins, as her separate estate and Jannie Spain, who acquired title as Jannie Ulberg as her separate estate and James Ajemian, as his separate estate and Nancy Sherman, FKA Nancy Ajemian, Trustee under the Nancy Ajemian Trust dated November 11, 1993, as trustee for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION in hand paid, conveys and warrants to The City of Seattle, a municipal corporation of the State of Washington the following described real estate, situated in the County of Snohomish, State of Washington

Abbreviated Legal:

Tax Parcel Number(s): 320925-001-001-00, 320925-001-002-00

THE NORTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER AND THAT PORTION OF THE NORTH HALF OF GOVERNMENT LOT 1, LYING EASTERLY OF THE COUNTY ROAD, ALL IN SECTION 25, TOWNSHIP 32 NORTH, RANGE 9 EAST, W.M., RECORDS OF SNOHOMISH COUNTY, WASHINGTON;

EXCEPT ANY PORTION OF GOVERNMENT LOT 1 LYING WITHIN THAT PORTION DEEDED TO THE COUNTY OF SNOHOMISH FOR ROAD BY STATUTORY WARRANTY DEEDS RECORDED UNDER RECORDING NOS. 200704160625, 200704160626, 200704160627 AND 200704160628.

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

Dated 12/28/2015
Marilyn P. Watkins
Marilyn P Watkins

Jannie Spain
Jannie Spain

James Ajemian

Signed in Counterpart

Nancy Sherman, FKA Nancy Ajemian, Trustee under the Nancy Ajemian Trust dated November 11, 1993

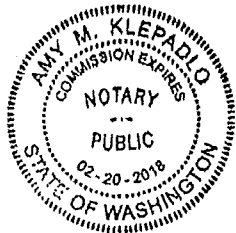
By: Nancy Sherman, Trustee

STATE OF _____
COUNTY OF _____ } SS:

I certify that I know or have satisfactory evidence that ~~Marilyn P Watkins, Jannie Spain, James Ajemian and Nancy Sherman, FKA Nancy Ajemian, Trustee under the Nancy Ajemian Trust dated November 11, 1993,~~ the persons who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument and acknowledge it to be his/her/their free and voluntary act for the uses and purposes mentioned in this instrument.

Date: 12/23/2015

Amy M Klepadio
Printed Name: Amy Klepadio
Notary Public in and for the State of Washington
Residing at Seattle
My appointment expires: 02/20/2018



When recorded return to:
The City of Seattle, a municipal corporation of the State of Washington
Real Estate Services: ATTN: Mary Davis
Seattle, WA 98124-9871

Recorded at the request of:
First American Title Insurance Company
File Number: 1110513

Statutory Warranty Deed

THE GRANTORS Marilyn P Watkins, as her separate estate and Jannie Spain, who acquired title as Jannie Ulberg as her separate estate and James Ajemian, as his separate estate and Nancy Sherman, FKA Nancy Ajemian, Trustee under the Nancy Ajemian Trust dated November 11, 1993, as trustee for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION in hand paid, conveys and warrants to The City of Seattle, a municipal corporation of the State of Washington the following described real estate, situated in the County of Snohomish, State of Washington

Abbreviated Legal:

Tax Parcel Number(s): 320925-001-001-00, 320925-001-002-00

THE NORTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER AND THAT PORTION OF THE NORTH HALF OF GOVERNMENT LOT 1, LYING EASTERLY OF THE COUNTY ROAD, ALL IN SECTION 25, TOWNSHIP 32 NORTH, RANGE 9 EAST, W.M., RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

EXCEPT ANY PORTION OF GOVERNMENT LOT 1 LYING WITHIN THAT PORTION DEEDED TO THE COUNTY OF SNOHOMISH FOR ROAD BY STATUTORY WARRANTY DEEDS RECORDED UNDER RECORDING NOS. 200704160625, 200704160626, 200704160627 AND 200704160628.

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

Dated 12/28/15

Marilyn P Watkins

Jannie Spain

James Ajemian

Nancy Sherman, FKA Nancy Ajemian, Trustee under the Nancy Ajemian Trust dated November 11, 1993

Nancy Sherman
By: Nancy Sherman, Trustee

Signed in Counterpart

STATE OF _____)
COUNTY OF _____) SS:

I certify that I know or have satisfactory evidence that Marilyn P Watkins, Jannie Spain, James Ajemian and Nancy Sherman, FKA Nancy Ajemian, Trustee under the Nancy Ajemian Trust dated November 11, 1993, the persons who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument and acknowledged it to be his/her/their free and voluntary act for the uses and purposes mentioned in this instrument.

Date: _____

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

ACKNOWLEDGMENT

State of California

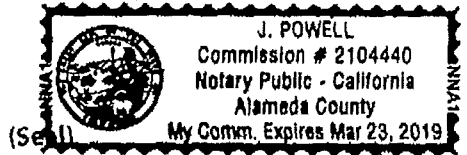
County of Alameda

On December 28, 2015 before me, J. Powell, Notary Public
(insert name and title of the officer)

personally appeared Nancy Sherman
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity, upon behalf of which the person(s) acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Notary Signature [Handwritten Signature]

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Attached Document

Document: Statutory Warranty Deed Document Date: _____

Signer(s) Other Than Named Above: _____

Exhibit A

Form No: 1068-2
ALTA Plain language Commitment

Commitment No.: 4229-2500594
Page 5 of 10

6. Easement, including terms and conditions contained therein:
- | | |
|------------------------|--|
| Granted to: | State of Washington |
| For: | Purpose of constructing and/or maintaining a road to provide access to and from lands presently owned or hereafter acquired by the Grantee, or controlled by the Grantee, for land management and administration activities, including but not limited to valuable material removal operations |
| Recorded: | December 28, 1988 |
| Recording Information: | <u>8812280130</u> |

Att U - Deed of Right to Use Parcels 320925-001-001-00 and 320925-001-002-00
VI

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

First American Title

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

FIRST AMERICAN 2500594

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

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

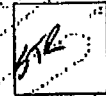
Abbreviated
Legal

Description: Section 25, Township 32 North, Range 9 East, Ptn. Government Lot 1,
Snohomish County, Washington State.

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

Assessor's
Property Tax

320925-001-001-00 and 320925-001-002-00



201601220334

Parcel Number(s): 320925-001-001-00 and 320925-001-002-00, Snohomish County

Reference Numbers of Documents Assigned or Released: None.

The Grantor enters this Deed for and in consideration of monies coming in whole or in part from the Salmon Recovery Funding Board Account. Such grant is made pursuant to the Project Agreements entered into between the Grantor and the Grantee entitled Upper Skagit Watershed Habitat Protection, Project Number 13-1576A signed by the Grantor on the 31st day of December, 2013 and by the Grantee on the 18th day of December, 2013 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

SRF

GRANTOR:

City of Seattle acting by and through Seattle City Light Department

By: Lynn Best

Name: Lynn Best

Title: Environmental Affairs and Real Estate Division Director

Dated this 8 day of December, 2015

STATE OF WASHINGTON

COUNTY OF KING

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

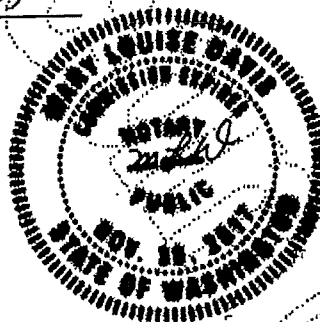
Dated: December 8th 2015

Signed: Mary Louise Davis

Printed Name: Mary Louise Davis

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

My commission expires November 30, 2017



570

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 15TH day of December, 2015

STATE OF WASHINGTON

COUNTY OF Muskan ss

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

Dated: December 15, 2015

Signed: Leslee Ann Frank

Notary Public in and for the State of Washington,

residing in Muskan County

My commission expires 7-9-17



572

**EXHIBIT
A**

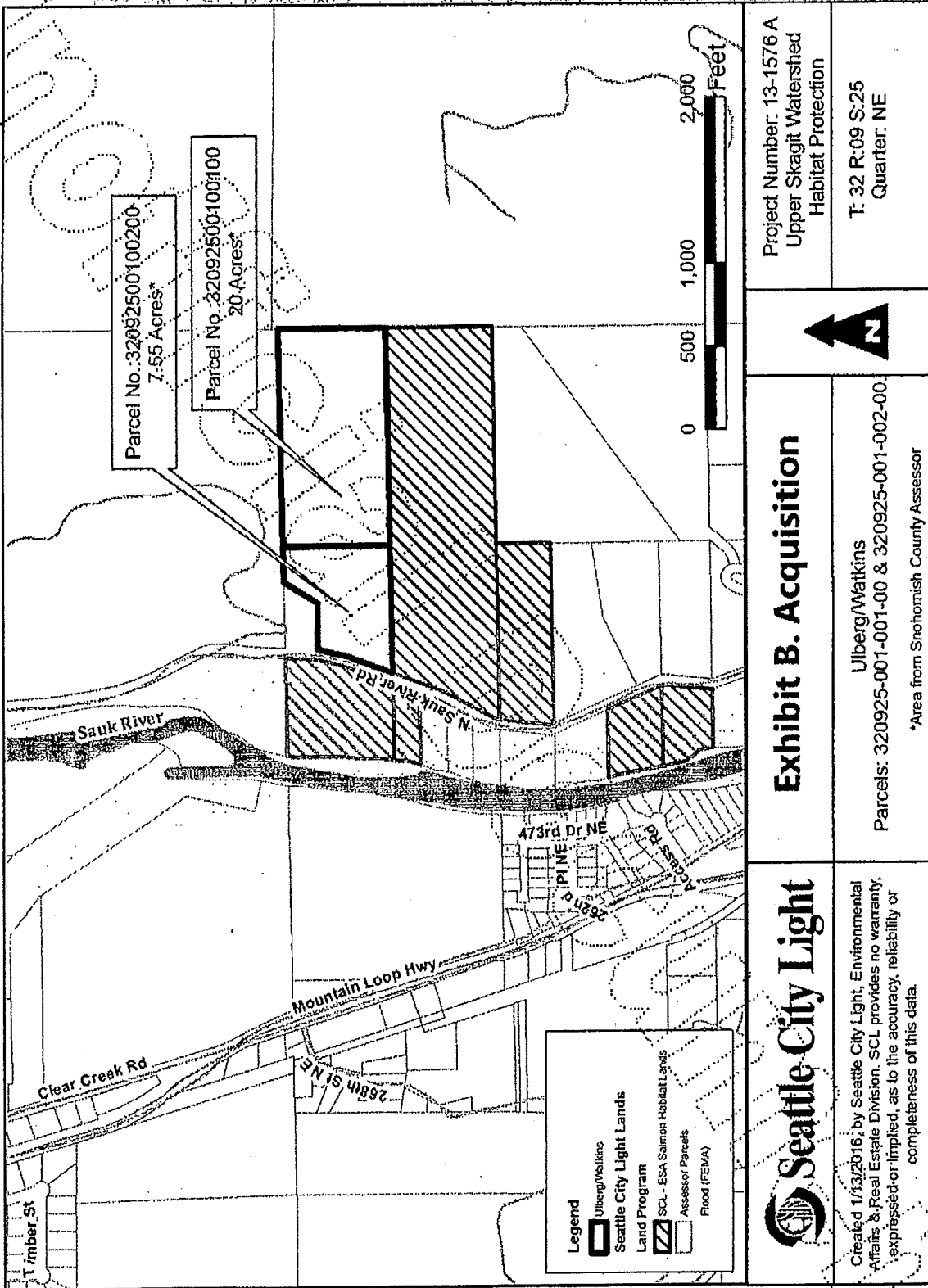
Legal
Description

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

THE NORTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER AND THAT PORTION OF THE NORTH HALF OF GOVERNMENT LOT 1, LYING EASTERLY OF THE COUNTY ROAD, ALL IN SECTION 25, TOWNSHIP 32 NORTH, RANGE 9 EAST, W.M., RECORDS OF SNOHOMISH COUNTY, WASHINGTON. EXCEPT ANY PORTION OF GOVERNMENT LOT 1 LYING WITHIN THAT PORTION DEEDED TO THE COUNTY OF SNOHOMISH FOR ROAD BY STATUTORY WARRANTY DEEDS RECORDED UNDER RECORDING NOS. 200704160625, 200704160626, 200704160627 AND 200704160628.

Tax Parcel ID No. 320925-001-001-00 and 320925-001-002-00

STC



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

T: 32 R:09 S:25
Quarter: NE

Exhibit B. Acquisition

Ullberg/Watkins
Parcels: 320925-001-001-00 & 320925-001-002-00.
*Area from Snohomish County Assessor

Seattle City Light

Created 1/13/2016, by Seattle City Light, Environmental Affairs & Real Estate Division. SCL provides no warranty, expressed or implied, as to the accuracy, reliability or completeness of this data.

