

ORDINANCE No. 121920

Council Bill No. 115360

AN ORDINANCE relating to the City Light Department; authorizing the acceptance of deeds to two properties in Skagit County, Washington, and authorizing the grant of a Conservation Easement on one of said properties to Skagit Land Trust, all for salmonid habitat protection purposes.

LAW DEPARTMENT

COMPTROLLER FILE No. _____

Introduced: SEP - 6 2005	By: GODDEN
Referred: SEP - 6 2005	To: Energy & Environmental Policy Committee
Referred:	To:
Referred:	To:
Reported: 9-19-05	Second Reading:
Third Reading: 9-19-05	Signed: 9-19-05
Presented to Mayor: 9-20-05	Approved: 9/26/05
Returned to City Clerk: 9/26/05	Published: 3 pages. Jethro
Vetoed by Mayor:	Veto Published:
Passed over Veto:	Veto Sustained:

The City of Seattle--Legislative Department

REPORT OF COMMITTEE

Date Reported
and Adopted

Honorable President:

Your Committee on _____

to which was referred the within Council Bill No. 115360
report that we have considered the same and respectfully recommend that the same:

9/12/05 DO PASS - JG, DD

9-19-05 Passed 8-0 (Excused: Compton) (Absent: Rasmussen)

Jean Godden

Committee Chair

ORDINANCE

121920

AN ORDINANCE relating to the City Light Department; authorizing the acceptance of deeds to two properties in Skagit County, Washington, and authorizing the grant of a Conservation Easement on one of said properties to Skagit Land Trust, all for salmonid habitat protection purposes.

WHEREAS, Ordinance 121114 authorizes the Superintendent of 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, City Light acquired two properties in the Skagit River watershed; and

WHEREAS, City Light's purchase of one such property was made possible by Skagit County Resolution R20030317, adopted September 22, 2003, which permitted segregation of the property from a larger parcel on the condition that the purchaser grant an agricultural use covenant or a conservation easement to a nonprofit Skagit County-based land trust in accordance with Skagit County Code 14.16.860; and

WHEREAS, The Skagit Land Trust is a nonprofit Skagit County-based land trust that desires to accept such conservation easement; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. The Statutory Warranty Deed executed by Carri A. Schlade, Personal Representative of the Estate of Richard C. Hoy, Deceased, as her separate estate, on August 5, 2004, as Grantor, recorded under Skagit County Recording Number 200408120142, conveying approximately 236 acres located along the Skagit River and legally described in Attachment A, is hereby accepted, and the real property conveyed therein is placed under the jurisdiction of the City Light Department.



1 Section 2. The Statutory Warranty Deed executed by Carl and Cathy VanderSar on
2 August 14, 2004, as Grantor, recorded under Skagit County Recording Number 200504140077,
3 conveying approximately 125 acres located along the South Skagit Highway and legally
4 described in Attachment B, is hereby accepted, and the real property conveyed therein is placed
5 under the jurisdiction of the City Light Department.
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7 Section 3. The Superintendent of City Light, or his designee, is hereby authorized to
8 grant to Skagit Land Trust a conservation easement, substantially in the form shown in
9 Attachment C, on the real property described in Attachment A, in fulfillment of the requirement
10 of Skagit County Resolution R20030317.
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12 Section 4. Any acts pursuant to this authority and prior to the effective date of this
13 ordinance are hereby ratified and confirmed.
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Section 5. This ordinance shall take effect and be in force thirty (30) days from and after its approval by the Mayor, but if not approved and returned by the Mayor within ten (10) days after presentation, it shall take effect as provided by Municipal Code Section 1.04.020.

Passed by the City Council the 19th day of September, 2005, and signed by me in open session in authentication of its passage this 19th day of September, 2005.

Kan Diego
President _____ of the City Council

Approved by me this 26th day of September, 2005.

Gregory J. Nickels
Gregory J. Nickels, Mayor

Filed by me this 26th day of September, 2005.

Quitch Elppin
City Clerk

(Seal)

Attachment A: Hoy Legal Description
Attachment B: VanderSar Legal Description
Attachment C: Hoy Conservation Easement



Hoy Legal Description

Lot 2, Short Plat #PL04-0479, approved August 11, 2004, recorded August 11, 2004, under Skagit County Auditor's File No. 200408110097; being a portion of Sections 17, 18, 19, 20, and 21, Township 35, North, Range 7 East, West Meridian.



VanderSar Legal Description

Situated in the State of Washington, County of Skagit,

Parcel "A":

The South 125 feet of Government Lot 6, lying East of the existing slough in Section 26, Township 35 North, Range 5 East, W.M.

Parcel "B":

That portion of the Southeast 1/4 of Section 26, Township 35 North, Range 5 East, W.M., described as follows:

Beginning at a point 42 feet East of the Southeast corner of the West 10 rods (165 feet) of the East 1/2 of the Southeast 1/4 of said Section; thence North 449.3 feet; thence West 472 feet; thence North parallel with the East line of the West 1/2 of the Southeast 1/4 of said Section to the North line of said Southeast 1/4; thence West to the East bank of the Skagit River; thence West to the Northwest corner of the Southeast 1/4; thence South along said quarter section line to the South line of the section; thence East to the place of beginning; EXCEPT County Road, AND EXCEPT the South 435.6 feet of the West 500 feet thereof; AND ALSO EXCEPT that portion thereof conveyed to Skagit County for road purposes by deed dated March 19, 1965, and recorded March 22, 1965, under Auditor's File No 663681; ALSO EXCEPT any portion lying within the former or present bed of the Skagit River; ALSO EXCEPT that portion of said tract which lies Westerly of the Easterly edge of an existing slough which lies Northerly of the South edge of said slough as it cuts through the Westerly boundary of said Tract; ALSO EXCEPT that portion lying within Tract "A" of Short Plat No. 9-77, approved February 28, 1977, and recorded March 7, 1977 under Auditor's File No. 852085 in Volume 2 of Short Plats, page 39.

Parcel "C":

The East 40 rods of the Southeast 1/4, in Section 26, Township 35 North, Range 5 East, W.M.

EXCEPT that portion of the east 660 feet of the southeast quarter of the southeast quarter of Section 26, Township 35 North, Range 5 East, W.M. lying south of the following described line:

Beginning at a point on the east line of said subdivision which lies N 2°00'00"W a distance of 674.70 feet from the southeast corner of said subdivision; thence westerly through the following courses:

N 87°16'38"W, 27.20 feet; S 82°45'39"W, 17.84 feet; S 62°18'59"W, 32.09 feet; N 60°34'48"W, 17.04 feet; S 24°45'01"W, 14.53 feet; S 44°50'17"W, 17.83 feet; S 73°36'01"W, 21.01 feet; S 73°04'47"W, 18.43 feet; N 89°55'34"W, 25.48 feet; S 83°09'07"W, 17.51 feet; S 78°46'44"W, 13.81 feet; S 78°30'54"W, 19.72 feet; S 57°31'44"W, 18.22 feet; N 77°39'59"W, 17.10 feet; S 89°08'07"W, 18.98 feet; N 88°06'15"W, 14.16 feet; N 47°37'48"W, 17.72 feet; S 87°59'23"W, 11.74 feet; S 67°36'15"W, 20.62 feet; N 60°28'43"W, 25.62 feet; S 85°45'18"W, 17.08 feet; S 84°26'29"W, 21.14 feet; N 71°04'00"W, 21.70 feet; N 30°40'37"W, 15.87 feet; S 86°08'17"W,



33.22 feet; N 85°21'05"W, 15.89 feet; S 80°50'55"W, 16.19 feet; N 81°43'29"W, 26.18 feet; N 79°09'00"W, 15.36 feet; N 62°46'06"W, 21.03 feet; N 76°35'57"W, 19.26 feet; N 75°35'04"W, 17.26 feet; N 84°31'29"W, 17.52 feet; N 79°08'15"W, 18.92 feet; N 77°02'55"W, 18.14 feet; N 78°28'01"W, 29.16 feet; to a point on the west line of the east 660 feet of the southeast quarter of the southeast quarter of said Section 26 which is 706.37 feet from the southwest corner of said subdivision and the terminal point of this line description.

ALSO EXCEPT County road along the south line thereof.

Parcel "D":

The Northwest 1/4 of the Southwest 1/4 of Section 25, Township 35 North, Range 5 East, W.M.

Parcel "E":

The South 125 feet of the Southwest 1/4 of the Northwest 1/4 of Section 25, Township 35 North, Range 5 East, W.M.



Hoy Conservation Easement

SEATTLE CITY LIGHT IRON MOUNTAIN PROPERTY CONSERVATION EASEMENT

When recorded return to:

Skagit Land Trust
P.O. Box 1017
Mount Vernon, WA 98273

Reference No. of Related Documents: NA

Grantor: City of Seattle

Grantee: Skagit Land Trust

Legal Description: Lot 2, Short Plat #PL04-0479, approved August 11, 2004, recorded August 11, 2004, under Skagit County Auditor's File No. 200408110097; being a portion of Sections 17, 18, 19, 20, and 21, Township 35, North, Range 7 East, West Meridian.

Assessor's Tax Parcel Number: P42864, P42865, P42866, P42867, P42953, P42955, P42963, P42964, P42965, P42966, P42973, P43037, P43048, P43049, P43050, P43056, P43061, P43083

GRANT DEED OF CONSERVATION EASEMENT

THIS GRANT DEED OF CONSERVATION EASEMENT is made this ____ day of _____, 200__, by The City of Seattle, acting by and through the City Light Department, having an address at 700 Fifth Avenue, Suite 3300, P.O. Box 34023, Seattle, Washington 98124-4023 (hereinafter referred to as "Grantor"), in favor of the Skagit Land Trust, a Washington nonprofit corporation qualified to do business in Washington, having an address at P. O. Box 1017, Mt. Vernon, WA 98273 (hereinafter referred to as "Grantee").

I. RECITALS

A. Grantor is the owner in fee of that certain real property inclusive of all standing and down timber, situated on the Skagit River in Skagit County, State of Washington, legally described above and depicted on Exhibit "A" (hereinafter referred to as the "Protected Property"). Grantor purchased the Protected Property in furtherance of its Early Action Program for



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preservation of habitat for Puget Sound chinook salmon, as authorized by City of Seattle Ordinance 121114, passed April 7, 2003. Part of the funding for such purchase came from a grant from the National Fish and Wildlife Foundation ("NFWF") to perpetually protect an important wildlife area.

B. The Protected Property consists of approximately two hundred and thirty-six (236) acres, which are primarily cleared and periodically used for cattle grazing and hay harvest. The Protected Property includes approximately two miles of shoreline on the Skagit River and wetlands, riparian areas, and riparian buffers near and adjacent to the Skagit River and O'Toole Creek. For purposes of this Easement, riparian habitat is the land area adjacent to aquatic systems with flowing water that contains elements of both aquatic and terrestrial ecosystems which mutually influence each other and provide habitat for fish and wildlife species. Riparian habitat provides vital functions to salmonid ecosystems, including soil and streambank stability, moderation of stream temperature and reduction of nutrients to the aquatic system. The Protected Property is valuable for the preservation or enhancement of spawning, rearing, or refuge habitat, including natural features and processes sustaining such habitat, for salmonid species ("Salmonid Habitat Values").

C. Grantor's purchase was made possible by Skagit County Resolution R20030317, adopted September 22, 2003, which permitted segregation of the Protected Property from a larger parcel on the condition that Grantor grant, with respect to the Protected Property, an agricultural use covenant or a conservation easement to a nonprofit Skagit County-based land trust. The Skagit County requirement was consistent with its goal to "Encourage the Retention of Open Space and Development of Recreational Opportunities, Conserve Fish and Wildlife Habitat, Increase Access to Natural Resource Lands and Water, and Develop Parks," as stated in the Skagit County Regional Comprehensive Plan Policies, adopted in July 2000.

D. Grantor desires to fulfill Skagit County's condition by granting this easement to Grantee. Grantee is a publicly supported, tax-exempt nonprofit organization, qualified under Sections 501(c)(3) and 170(h) of the Internal Revenue Code of 1986, as amended, and also qualified as a nonprofit nature conservancy corporation under RCW 64.04.130 and 84.34.250, whose primary purpose is to preserve open space, wildlife habitat, wetlands, forestland, farmland, shoreline, and scenic views. By accepting this grant, Grantee agrees to honor the intentions of Grantor stated herein and to preserve and protect in perpetuity the Salmonid Habitat Values of the Protected Property for the benefit of this generation and the generations to come.

E. The specific Salmonid Habitat Values of the Protected Property are documented in an inventory of relevant features of the Protected Property, dated June 20, 2005, on file at the offices of Grantee, which consists of reports, maps, photographs, and other documentation that provide, collectively, an accurate representation of the Protected Property as of the date of this easement and which is intended to serve as an objective information baseline for monitoring

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compliance with the terms of this easement. Grantor and Grantee further agree that, within twelve (12) months of the execution hereof, Grantee, at its expense, may compile additional Baseline Documentation and, with Grantor's approval, incorporate such additional data herein by this reference. Failure to timely compile the additional Baseline Documentation shall not affect the enforceability or validity of any other provision hereof.

F. RCW Chapter 84.34 provides that it is in the best interest of the State to maintain, preserve, conserve, and otherwise continue in existence, adequate open-space lands and to assure the use and enjoyment of natural resources, wetlands, farmlands, riparian areas, and scenic beauty for the economic and social well-being of the state and its citizens. The Protected Property constitutes "open-space land" as defined in such statute.

II. CONVEYANCE AND CONSIDERATION

A. For the reasons stated above, and in consideration of the mutual covenants, terms, conditions, and restrictions contained herein, Grantor hereby voluntarily grants, conveys, and quit claims to Grantee a conservation easement in perpetuity over the Protected Property, consisting of the rights in the Protected Property, hereinafter enumerated, subject only to the restrictions set forth herein ("Easement").

B. This conveyance is a conveyance of an interest in real property under the provisions of RCW 64.04.130, and is made as an absolute, unconditional, unqualified, and completed gift subject only to the mutual covenants and terms, conditions, and restrictions hereinafter set forth, and for no other consideration.

C. Grantor expressly intends that this Easement runs with the land and that this Easement shall be binding upon Grantor's successors and assigns.

III. PURPOSE

A. It is the purpose of this Easement to assure that the Protected Property will be retained in and/or restored to predominantly its natural condition, and to prevent any use of, or activity on the Protected Property that will impair or interfere with the Salmonid Habitat Values of the Protected Property. Grantor intends that this Easement will confine the use of, or activity on the Protected Property to such uses and activities that are consistent with this Purpose. Notwithstanding anything in this easement to the contrary, however, Grantee understands and agrees that the Protected Property and this Easement are subject to a reservation of mineral rights contained in the deed recorded under Skagit County Auditor's File No. 378632. Grantor shall have no liability whatsoever for the legal exercise of rights reserved in third parties under said reservation.

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B. Grantor intends that the Protected Property shall not be converted nor directed to any uses other than those provided herein.

C. Preservation of the Protected Property will enhance the general public's visual access to natural, undeveloped environments. Nothing contained herein, however, shall be construed as affording the general public physical access to any portion of the Protected Property.

IV. RIGHTS CONVEYED TO GRANTEE

To accomplish the purpose of this Easement the following rights are conveyed to Grantee by this Easement:

A. Identification and Protection. To identify, preserve and protect in perpetuity, and with prior written mutual agreement of the parties to enhance, the Salmonid Habitat Values of the Protected Property, it being understood that Grantor is under no obligation to agree to enhancement of the Protected Property;

B. Access.

1. Grantee and Grantee's representatives and agents may enter upon the Protected Property annually, at a mutually agreeable time and upon fourteen days (14) prior written notice to the Grantor, for the purpose of making a general inspection to assure compliance with this Easement.

2. Grantee and Grantee's representatives and agents may enter upon the Protected Property at such other times as are necessary if there is reason to believe that a violation of the Easement is occurring, for the purposes of enforcing the provisions of this Easement.

3. Grantee's rights under this Section IV B are not intended, and shall not be interpreted, to permit Grantee to engage in any activity on the Protected Property that is prohibited to Grantor under Section V of this Easement.

C. Injunction and Restoration. To seek to enjoin any activity on, or use of, the Protected Property by any person or entity which is inconsistent with this Easement, including (subject to Section IX) trespasses by members of the public, and to bring an action for specific performance to cause Grantor to restore areas or features of the Protected Property that are damaged by activities contrary to the provisions hereof, all in accordance with Section VIII.

D. Assignment. To assign, convey, or otherwise transfer Grantee's interest in the Protected Property in accordance with Section XIII herein.



V. PROHIBITED USES

A. General. Any use of, or activity on, the Protected Property (other than in connection with the reservation of mineral rights contained in the deed recorded under Skagit County Auditor's File No. 378632) inconsistent with the purposes of the Easement is prohibited, and Grantor acknowledges and agrees that it will not conduct, engage in, or give its oral or written consent to any such use or activity. Without limiting the generality of the foregoing, the following uses of, or activities on, the Protected Property, though not an exhaustive list of inconsistent uses or activities, are inconsistent with the purposes of this Easement and shall be prohibited, except as expressly provided in Section VI below or permitted under said reservation of mineral rights:

B. Subdivision and Development Rights. The legal or *de facto* division, subdivision, platting, partitioning, or planned unit development of the Protected Property is prohibited even if that portion of the Protected Property constitutes a separate legal parcel. This restriction does not prohibit boundary line adjustments with adjoining conservation lands, provided that such boundary line adjustments do not result in any net loss of acreage to the Protected Property and that no new parcel may be created by such boundary line adjustments. Grantor shall not exercise its development rights in the Protected Property, transfer such development rights to any other portion of the Protected Property as it is now or hereafter may be bounded or described or to any other property adjacent to the Protected Property or otherwise, nor use such development rights or the area of the Protected Property for the purpose of calculating permissible lot yield of the Protected Property or any other property.

C. Construction. The placement or construction of any buildings, structures, or other improvements of any kind is prohibited (including, without limitation, roads, utilities, and parking lots), except as permitted in Section VI below.

D. Alteration of Land. The alteration of the surface of the land, including, without limitation, the excavation or removal of soil, sand, gravel, rock, peat, or sod is prohibited, except as deemed necessary by Grantor and Grantee to preserve, protect, or restore the Conservation Values of the Protected Property or for the study of any incidental archeological findings or as is necessary for uses permitted in Section VI below.

E. Erosion or Water Pollution. Any use or activity that causes or is likely to cause significant soil degradation or erosion or significant pollution of any surface or subsurface waters is prohibited.

F. Alteration of Water Courses. The draining, filling, dredging, ditching, or diking of wetland areas, and the alteration or manipulation of shorelines and water courses is prohibited,

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except as deemed necessary by Grantor to protect public health or safety or property on the Protected Property, or adjacent property, or as deemed necessary by Grantee and Grantor to preserve, protect, or restore the Salmonid Habitat Values of the Protected Property. Wetland and shoreline areas are shown in Exhibit A.

G. Riparian and Wetland Buffers. Protected vegetated riparian and wetland buffers shall average a minimum of one-hundred and twenty feet (120') from the ordinary high water mark of the shoreline and wetland edges as shown in Exhibit A. Pruning, topping, cutting down, or other destruction or removal of native trees and other perennial native vegetation, and application of agricultural chemicals, within riparian and wetland buffer areas is prohibited, except as deemed necessary by Grantor and Grantee to preserve, protect, or restore the Salmonid Habitat Values of the Protected Property, or for educational or research activities consistent with the purpose of the Easement, or as permitted in Section VI B below, or to remove plants that are listed as noxious plants by the State of Washington Department of Agriculture.

H. Water Rights. Grantor shall not transfer, encumber, sell, lease, or otherwise separate any water rights historically used on or otherwise appurtenant to the Protected Property or change the historic use of such water rights without the permission of Grantee as provided for in Section VII.

I. Waste Disposal. The disposal or storage of rubbish, garbage, debris, hydrocarbons, abandoned vehicles or equipment or parts thereof, or other unsightly, offensive, or hazardous waste or material on the Protected Property is prohibited except as permitted in Section VI, below.

J. Roads and Trails. The construction of roads, trails or paths for any use is prohibited, except as permitted in Section VI below.

K. Signs. The placement of commercial signs, billboards, or other advertising material on the Protected Property is prohibited, except as permitted in Section VI below.

L. Mining. The exploration for or development and extraction of minerals and hydrocarbons on or below the surface of the Protected Property is prohibited, except pursuant to the reservation of mineral rights contained in the deed recorded under Skagit County Auditor's File No. 378632 as exercised by the person(s) entitled thereby to exercise such rights. If Grantor succeeds to such rights, Grantor shall diligently take those reasonable steps necessary to extinguish said rights.

M. Wildlife Disruption. The intentional disruption of native wildlife breeding and nesting activities is prohibited, except as deemed necessary to preserve, protect, or restore the Salmonid Habitat Values of the Protected Property.

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N. Introduced Vegetation. The introduction of nonnative invasive species on the Protected Property is prohibited, except as deemed necessary by the Grantee to enhance the Salmonid Habitat Values of the Protected Property.

O. Off-Road Vehicles and Excessive Noise. The operation of motorcycles, dune buggies, snow mobiles, or other type of off-road motorized recreational vehicles or the operation of other sources of excessive noise pollution is prohibited, except for equipment normally used for proper maintenance (such as chainsaws, lawnmowers, and similar devices) and associated with activities permitted in Section VI.

VI. PERMITTED USES

A. General. Grantor reserves for itself and its successors and assigns any use of, or activity on, the Protected Property which is not inconsistent with the purposes of the Easement and which is not prohibited herein. Without limiting the generality of the foregoing, Grantor specifically reserves for itself and its successors and assigns, the following uses and activities, but is not obligated under any circumstances whatsoever to undertake any of the following uses and activities:

B. Forest Management. Forest management practices designed to enhance or restore native wildlife habitat, including thinning or topping of existing trees, provided that any cut trees are not removed from the Protected Property. Said forest management activities shall be subject to prior written approval of Grantee, and shall be carried out in compliance with federal, state and local regulations.

C. Habitat Restoration. Grantor may conduct activities designed to enhance or restore naturally occurring habitats on the Protected Property. Said restoration activities shall be subject to prior written approval of Grantee, as described in Section VII below, and shall be carried out in compliance with federal, state, and local regulations.

D. Agriculture. Grantor may use the Protected Property for grazing, pasture, hay and grass silage harvest, or permit others to use the Protected Property for said uses, provided such activities are restricted from the riparian and wetland buffers as described in Section V G above, and provided that such activities do not exceed the carrying capacity of the Protected Property. Commercial row crops and other agricultural activities that require annual soil tillage are prohibited.

E. Hazard Trees. The trimming or removal of hazardous trees that pose a threat to property (including existing fence lines), public health and safety, neighbors, users of the Protected Property or surrounding forest areas, provided that any cut trees are not removed from

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the Protected Property. The planting of new trees and shrubs is permitted. A certified arborist shall arbitrate any disagreement regarding the identification of hazardous or diseased trees.

F. Recreation. To conduct recreational activities such as hiking or bird watching as well as incidental bicycling and horseback riding on the Protected Property, provided that such activities are conducted in a manner and intensity that does not adversely impact plant and wildlife habitat and trails on the Protected Property. No motorized recreational vehicles or other activities that could disrupt the wildlife or destroy essential habitat are allowed.

G. Foot Trails. To maintain, renovate, expand, or replace existing foot trails or to construct new foot trails. The width of such trails shall not exceed the greater of three feet or the minimum width required by all laws and regulations then applicable to the Protected Property. Construction and maintenance of the trails may not materially and adversely impact the Salmonid Habitat Values of the Protected Property.

H. Fences. To construct, repair, or replace fences to restrict livestock to pasture areas, or perimeter fences to preserve, protect, or restore the Salmonid Habitat Values of the Protected Property. Perimeter fences shall allow the safe passage of wildlife.

I. Roads. Grantor may maintain, renovate, expand, replace, or abandon existing roads as shown on Exhibit A, or construct new roads that may be reasonably necessary and incidental to carrying out permitted uses and activities on the Protected Property, provided that all roads, or any other impervious paving material shall not exceed two-percent (2%) of the total land area of the Protected Property. New roads may be built or relocated only with the written approval of Grantee, as described in Section VII below. All such roadwork shall be in compliance with applicable federal, state, and local laws.

J. Composting, Storage and Disposal of Wastes. To compost, use, or burn organic and vegetative waste resulting from permitted uses and activities on the Protected Property (such as trail clearing or removing dangerous trees), and to store other wastes generated by permitted uses and activities on the Protected Property, provided that such other wastes are stored only temporarily and in appropriate containment for removal at reasonable intervals and in compliance with applicable federal, state, and local laws, and provided that such composting, use, and storage shall not be located such that any wetlands or waterways are adversely effected.

K. Livestock. The keeping of grazing animals, provided the grazing animals are restricted from the wetland and riparian areas and associated buffers as described in Section V G above.

L. Signage. To place signs on the Protected Property to advertise for sale or rent or to declare that a Conservation Easement has been placed on the property or to post notice of a

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wildlife area or to state the conditions of access to the Protected Property such as no hunting or trespassing, provided that such signs are built and located to protect and preserve the Salmonid Habitat Values of the Protected Property.

M. Emergencies. To undertake any activities reasonably determined by Grantor to be necessary (including without limitation use of motorized vehicles as necessary) to protect public health or safety on the Protected Property or adjacent property, or which are determined by Grantor to be required by any governmental agency with authority to require such activity, provided that any such activity shall be conducted in a manner that protects the Salmonid Habitat Values of the Protected Property to the extent reasonably practicable, taking into account all the surrounding circumstances, including without limitation cost.

N. Regulatory Requirements. Notwithstanding any other provision of this Easement to the contrary, Grantor may take such actions as it determines are required by any governmental body or court with jurisdiction over the Protected Property.

VII. NOTICE AND APPROVAL

A. Actions Requiring Approval

1. Notice. Grantor shall notify Grantee and receive Grantee's written approval prior to undertaking the permitted activities set forth in Sections VI B, VI C and VI I. The purpose of requiring Grantor to notify Grantee prior to undertaking certain permitted uses and activities is to afford Grantee an opportunity to ensure that the use or activity in question is designed and carried out in a manner consistent with the purposes of this Easement. When Grantor desires to undertake an activity or use described in Sections VI B, VI C and VI I, Grantor shall notify Grantee in writing not less than thirty (30) days prior to the date Grantor intends to undertake such use or activity. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit Grantee to make an informed judgment as to its consistency with the purpose of this Easement.

2. Approval. Where Grantee's approval is required by Section VII A 1, Grantee shall grant or withhold its approval in writing within thirty (30) days of receipt of Grantor's written request for approval. Grantee's approval may be withheld only upon a reasonable determination by Grantee that the action as proposed would be inconsistent with the purposes of this Easement. Grantee's approval may include reasonable conditions which must be satisfied in undertaking the proposed use or activity. If Grantee does not grant or withhold its approval in the time period and manner set forth herein, Grantor may assume Grantee's approval of the permitted use or activity in question.

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B. Actions Not Requiring Approval. Notwithstanding any other provision of this Easement to the contrary, Grantor may undertake any emergency action that Grantor reasonably deems necessary to protect health or safety on the Property or any action subject to compulsion of any governmental agency without prior notice to or approval of Grantee. Grantor shall notify Grantee as soon as feasible, but no longer than within fourteen (14) days of taking an action pursuant to this Section VII B.

C. Addresses for Notices. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing either served personally, sent by first class mail (postage prepaid), or sent by facsimile (so long as a hard copy is sent within one business day) addressed as follows:

To Grantor: Seattle City Light
700 Fifth Avenue, Suite 3300
P.O. Box 34023
Seattle, WA 98124-4023
Attn: Manager, Science Policy Unit, Environmental Division
Phone: (206) 386-4569
Fax: (206) 386-4589

With a copy to:
Seattle City Light
700 Fifth Avenue, Suite 3300
P.O. Box 34023
Seattle, WA 98124-4023
Attn: Manager, Real Estate Services
Phone: (206) 684-3327
Fax: (206) 233-2760

To Grantee: Skagit Land Trust
P.O. Box 1017
Mt. Vernon, WA 98273
Phone: (360) 428-7878
Fax: (360) 336-1079

or to such other address as either party from time to time shall designate by written notices to the other.

VIII. DISPUTE RESOLUTION AND REMEDIES

A. General. Grantor and Grantee are presumed to have a common interest in the reasonable application of the terms of this Easement to the Protected Property and the parties undertake the grant and acceptance of the Easement in a spirit of cooperation which presupposes regular consultation between Grantor and Grantee. Grantor and Grantee shall be bound by their written agreements as to the interpretation of this Easement. All disputes between the parties concerning this Easement shall be subject to the provisions of this section.

B. Notice of Violation. If Grantee determines that the Grantor is in violation of the terms of this Easement or that a violation is threatened, Grantee shall give written notice thereof to Grantor, pursuant to Section VII C, with details of the alleged violation, and demand corrective action and, where the violation involves injury to the Salmonid Habitat Value of the Protected Property resulting from any use or activity inconsistent with the purpose of this Easement, restoration of the portion of the Protected Property so injured.

C. Grantor's Failure to Respond. If Grantor: (1) fails to cure a violation within sixty (60) days after receipt of a notice thereof from Grantee or, under circumstances for which the violation cannot be reasonably cured within the sixty (60) day period; (2) fails to commence a cure within sixty (60) days of notice; or (3) fails to continue diligently to cure such violation until finally cured, Grantee may seek mediation as set forth in Section VIII D. Notwithstanding any provision of this Easement to the contrary, if a violation of the terms of this Easement occurs that requires immediate action to prevent or mitigate significant damage to the Salmonid Habitat Values of the Protected Property and Grantee has provided notice thereof to Grantor under Sections VII C and VIII B, Grantor shall notify Grantee immediately of its intent to commence a cure. Grantee may immediately seek judicial remedies under Section VIII E, or may require mediation if: (1) the alleged violation is a breach of any local, state or federal law; (2) Grantor fails to commence a cure within one business day of Grantee's notice; or (3) the Protected Property is no longer owned by the City of Seattle.

D. Mediation. Following Grantor's failure to cure a violation in accordance with Section VIII C, Grantee or Grantor may require mediation of a dispute, with the mediator to be selected from those available from a recognized dispute resolution center or mediation service, with each party to pay 50 percent of the mediator's fees. Both parties shall meet in good faith as is reasonably requested by the mediator in an attempt to resolve the dispute. Sixty (60) days after appointment of a mediator, if no resolution has been reached to the mutual satisfaction of the parties, either party may commence an action in Skagit County Superior Court in accordance with Section VIII E.

E. Judicial Remedies.

1. In accordance with Section IV C and this Section VIII, Grantee may commence an action in Superior Court to seek a temporary or preliminary injunction pursuant to Washington State Laws and the Superior Court Rules. The Court shall have exclusive jurisdiction to hear such temporary or preliminary injunction matters, and the Superior Court's decision with respect to such injunction request shall stand until a hearing on the merits is conducted before the Superior Court and a decision is made. The prevailing party in any request for a temporary or preliminary injunction shall be entitled to an award of its attorney's fees and costs related thereto by the Superior Court irrespective of the ultimate outcome of the dispute.

2. In accordance with Section IV C, Grantee also may bring action in Skagit County Superior Court for a permanent injunction or specific performance to enforce the terms of this Easement to enjoin the violation thereof.

3. Grantee's rights under this Section VIII apply equally in the event of either actual or threatened violations of the terms of this Easement. Grantor and Grantee agree (1) that Grantee's remedies at law for such violation are inadequate, and Grantee shall be entitled to the injunctive relief (both prohibitive and mandatory) or specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of legal remedies, (2) that damages or other remedies at law shall not be available to Grantee, and (3) that Grantee shall have no right to cure an alleged violation of the terms of this Easement or to restore the Salmonid Habitat Values of the Protected Property to its condition prior to such alleged violation.

F. Costs of Enforcement. In the event that Grantee takes action in accordance with this Section VIII to enforce the terms of this Easement, Grantee's reasonable enforcement expenses, including attorney's fees and costs, shall be born by Grantor or its successors or assigns, as the case may be. In the event that Grantee secures redress for an Easement violation without initiating or completing a judicial proceeding, Grantee's reasonable enforcement expenses, including attorney's fees and costs, shall be born by Grantor or its successors or assigns, as the case may be.

G. Grantee's Discretion. Enforcement of the terms of this Easement shall be at the discretion of the Grantee, and any forbearance by the Grantee to exercise its rights under this easement in the event of any breach of any terms of this Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term of any Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantors shall impair such right or remedy or be construed as a waiver.

SEATTLE CITY LIGHT IRON MOUNTAIN PROPERTY CONSERVATION EASEMENT

H. Acts Beyond Grantor's Control. Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor to abate, correct, or restore any condition on the Protected Property resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Protected Property resulting from such causes.

I. Estoppel Certificates. Upon request by Grantor, Grantee shall within thirty (30) days execute and deliver to Grantor any document, including an estoppel certificate, which certifies Grantor's compliance or lack thereof with any obligation of Grantor contained in this Easement and otherwise evidences the status of this Easement as requested by Grantor.

IX. ACCESS BY PUBLIC

Nothing contained herein shall be construed as granting or affording the general public access to or use of the Protected Property. Subject to the provisions of this Easement, however, Grantor may permit such public access or use. If there are violations of the terms of this Easement by members of the general public, Grantor shall take such steps as Grantor reasonably deems appropriate to terminate such violations. If such violations persist after Grantor has taken such steps, Grantor shall not be in violation of the terms of this Easement.

X. COSTS, LIABILITIES, TAXES, AND INDEMNIFICATION

A. Liabilities and Insurance. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Protected Property. Grantor represents that it is self-insured for claims of personal injury and property damage from third persons or entities. In the event that the Protected Property is transferred to a party that is not self-insured, then such Successor shall maintain adequate comprehensive general liability insurance coverage with an annual single limit for personal injury of one million dollars (\$1,000,000.00) and for property damage of fifty thousand dollars (\$50,000.00). Such insurance shall include Grantee's interest and name Grantee as an additional insured and provide at least thirty (30) days notice to Grantee before cancellation and that the act or omission of one insured will not invalidate the policy as to the other insured party.

B. Taxes. Grantor shall pay before delinquency all taxes, assessments, fees, charges of whatever description validly levied on or assessed against the Protected Property by competent authority (collectively "taxes"), including any taxes imposed upon, or incurred as a result of, this Easement.

C. Environmental Representations and Warranties. Grantor represents and warrants that to the best of Grantor's knowledge:

SEATTLE CITY LIGHT IRON MOUNTAIN PROPERTY CONSERVATION EASEMENT

1. There are no apparent or latent defects in or on the Protected Property;
2. There has been no release, dumping, burying, or abandonment on the Protected Property of any substances, materials, or wastes which are hazardous, toxic, harmful, or dangerous, or are designated as, or contain components which are, or are designated as, hazardous, toxic, dangerous, or harmful and/or which are subject to regulation as hazardous or toxic, dangerous, or harmful and/or which are subject to regulation as hazardous or toxic, dangerous or as a pollutant by any federal, state or local law, regulation, statute, or ordinance;
2. Grantor has not disposed of any hazardous substances on-site;
4. There is no pending litigation, properly served on Grantor, affecting the Protected Property or any portion thereof which will materially impair the Salmonid Habitat Value of the Protected Property or any portion thereof. No civil or criminal proceedings have been instigated or are pending against the Grantor by government agencies or third parties arising out of alleged violations of environmental laws, and Grantor has not received any notices of violation, penalties, claims, demand letters, or other notifications relating to a breach of environmental laws.

As used in this Section X C, the phrase "best of Grantor's knowledge" means the actual knowledge of Grantor's employees in the Environment and Safety Division of the City Light Department.

D. Indemnification. To the extent permitted by law, Grantor shall hold harmless, indemnify, and defend Grantee and its members, directors, officers, employees, agents, and contractors and the heirs, personal representatives, successors, and assigns of each of them (collectively "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorney's fees, arising from or in any way connected with:

1. Injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Protected Property;
2. Grantor's obligations under subsection A and B of this section;
3. Grantor's breach of the environmental representation and warranties specified in subsection C of this section; or
4. The existence or administration of this Easement.

Notwithstanding any provision of this Section X D or any other section of this Easement, Grantor's indemnification obligations shall be limited to the extent caused by an act or omission of the Grantor, its successors and assigns, and the employees and agents of each.

XI. SUBSEQUENT TRANSFER OR EXTINGUISHMENT

A. Extinguishment. If Grantor and Grantee agree in the future that circumstances have arisen that render it impractical to accomplish the purpose of this Easement, this Easement can be terminated or extinguished, in whole or in part, by the written agreement of Grantor and Grantee, and with the consent of Skagit County. If only one party believes that it is impractical to accomplish the purpose of this Easement, it can be terminated or extinguished, whether in whole or in part, only by judicial proceedings in a court of competent jurisdiction. Grantee shall not be entitled to any proceeds of any sale, exchange, or involuntary conversion of all or any portion of the Protected Property subsequent to any termination or extinguishment.

B. Condemnation. If the Easement is taken, in the whole or in the part, by the exercise of the power of eminent domain, Grantee shall not be entitled to any compensation from the condemning authority or Grantor.

C. Grantee understands and agrees that (1) a NFWF grant funded a portion of Grantor's purchase of the Protected Property, and (2) such grant requires that the NFWF share any the proceeds of sale or condemnation of the Protected Property in direct proportion to the NFWF's share of the purchase price. Consequently, Grantee voluntarily waives whatever rights it might otherwise have to proceeds under Section XI A or XI B.

D. Subsequent Transfers. Prior to extinguishment, termination, or taking of this Easement in accordance with Section XI A of XI B, Grantor agrees (1) to incorporate the terms of this Easement in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Protected Property, including without limitation, a leasehold interest, and (2) to describe this Easement in and append it to, any executory contract for the transfer of any interest in the Protected Property. Grantor further agrees to give written notice to the Grantee of the transfer of any interest of at least thirty (30) days prior to the date of such transfer. Such notice to Grantee shall include the name, address, and telephone number of the prospective transferee or his or her representative. The failure of the Grantor to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability in any way.

XII. AMENDMENT

If circumstances arise under which an amendment to or modification of this Easement would be appropriate, Grantor and Grantee are free to jointly amend this Easement, provided that

SEATTLE CITY LIGHT IRON MOUNTAIN PROPERTY CONSERVATION EASEMENT

no amendment shall be allowed that shall affect the qualification of this Easement or the status of Grantee under any applicable laws, including RCW 64.04.130, Chapter 84.34 RCW, or Section 170(h) of the Internal Revenue Code, as amended, and any amendment shall be consistent with the purpose of this Easement, and shall not affect its perpetual duration. Any such amendment shall be recorded in the official records of Skagit County, Washington, and any other jurisdiction in which such recording is required.

XIII. ASSIGNMENT

A. Assignment. This Easement is transferable, but Grantee may assign its rights and obligations hereunder only (1) to an organization that is a qualified organization at the time of transfer under Section 170(h) of the Internal Revenue Code of 1986, as amended (or any successor provision then applicable), and the applicable regulations promulgated thereunder, and authorized to acquire and hold conservation easements under RCW 64.04.130 or RCW 84.34.250 (or any successor provision then applicable), and (2) with the prior written consent of Grantor, which shall not be unreasonably withheld. As a condition of such transfer, Grantee shall require that the Conservation Purposes that this Easement is intended to advance continue to be carried out by the transferee.

B. Succession. If at any time it becomes impossible for Grantee to ensure compliance with the covenants contained herein and Grantee has not assigned this Easement to a successor organization in accordance with Section XIII A, or the Grantee shall cease to exist, then its rights and duties hereunder shall become vested and fall upon the following named entities to the extent that they shall accept this Easement, in the following order:

1. Skagit County Farmland Legacy Program
1800 Continental Place
Mount Vernon, WA 98273
2. San Juan Preservation Trust
P.O. Box 327
Lopez Island, WA 98261

3. With the prior written consent of Grantor, which shall not be unreasonably withheld, such other entity, with purposes similar to the Skagit Land Trust, constituting a "qualified organization" within the meaning of the Internal Revenue Code of 1986 (or corresponding provision of any future statute), provided that if such vesting in the entities named above is deemed to be void under the Rule Against Perpetuities, the rights and obligations under this Easement shall vest in such organization as a court of competent jurisdiction shall direct, pursuant to the applicable Washington law and the Internal Revenue Code (or corresponding provision of any future statute) and with due regard to the purposes of this Easement.



XIV. RECORDATION

Grantee shall record this instrument or a memorandum thereof in a timely fashion in the official records of Skagit County, Washington, and in any other appropriate jurisdictions, and may rerecord it at any time as may be required to preserve its rights in this Easement.

XV. GENERAL PROVISIONS

A. Controlling Law. The interpretation and performance of this Easement shall be governed by the laws of the State of Washington.

B. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the purpose of this Easement and the policy and purpose of RCW 64.04.130 and Chapter 84.34.RCW. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

C. Severability. If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

D. Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment that complies with Section XII herein.

E. No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

F. "Grantor" - "Grantee". The terms "grantor" and "grantee" whenever used herein, and any pronouns used in the place thereof shall mean and include, respectively, the above-named grantor and its successors and assigns and the above-named grantee and its successors and assigns. All covenants, terms, conditions, restrictions and rights of this easement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, and shall continue as a servitude running in perpetuity with the Protected Property.

SEATTLE CITY LIGHT IRON MOUNTAIN PROPERTY CONSERVATION EASEMENT

G. Termination of Rights and Obligations. A party's rights and obligations under this Easement terminate upon transfer of the party's interest in the Easement or Protected Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

H. Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

I. Counterparts. The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

XVI. SCHEDULE OF EXHIBITS

A. Site Map.

SEATTLE CITY LIGHT IRON MOUNTAIN PROPERTY CONSERVATION EASEMENT

TO HAVE AND TO HOLD unto Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, the undersigned Grantor has executed this instrument this ____ day of _____, 200__.

The City of Seattle

Jorge Carrasco, Superintendent
City Light Department

State of Washington)
County of Skagit) ss.

On this day personally appeared before me _____, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this _____ day of _____, 200_____.

Notary Public in and for said State of Washington

Printed Name

Residing at

My commission expires: _____



SEATTLE CITY LIGHT IRON MOUNTAIN PROPERTY CONSERVATION EASEMENT

THE SKAGIT LAND TRUST does hereby accept the above Grant Deed of Conservation Easement.

Dated: _____
Grantee

By _____

Its _____

State of Washington)
County of Skagit) ss.

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the President of the Skagit Land Trust to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

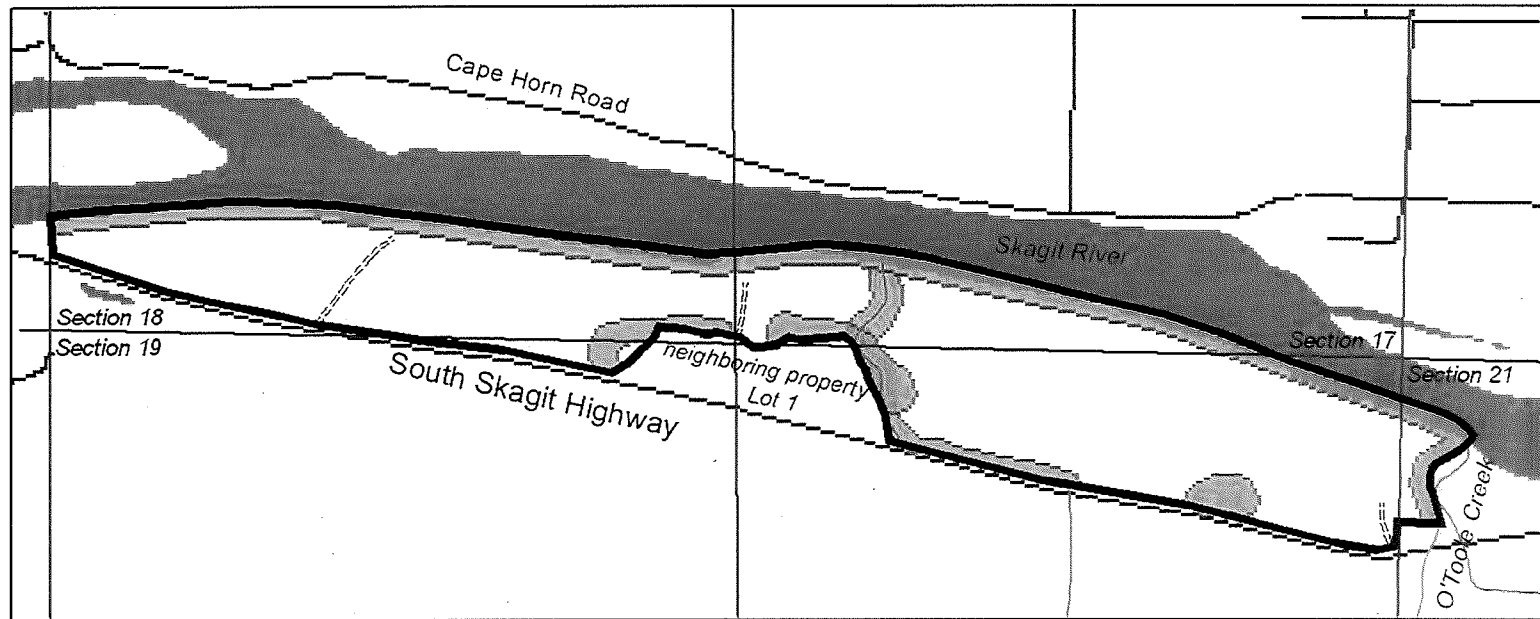
Notary Public

Printed Name
My appointment expires _____





SEATTLE CITY LIGHT IRON MOUNTAIN PROPERTY CONSERVATION EASEMENT

Exhibit A
Seattle City Light Iron Mountain Conservation Easement
Site Map
Sections 17, 18, 19, 20 and 21, all in Township 35 N, Range 7 E



2,000 1,000 0 2,000 Feet

 Wetlands and Shoreline Areas, including buffers*
 Existing Roads

*Wetland areas and buffers, locations approximated from National Wetlands Inventory and site visits. Additional wetlands may exist.

FISCAL NOTE FOR CAPITAL PROJECTS ONLY

Department:	Contact Person/Phone:	DOF Analyst/Phone:
Seattle City Light	Denise Krownbell/5-1127	Thomas Dunlap/6-9120

Legislation Title:

AN ORDINANCE relating to the City Light Department; authorizing the acceptance of deeds to two properties in Skagit County, Washington, and authorizing the grant of a Conservation Easement on one of said properties to Skagit Land Trust, all for salmonid habitat protection purposes.

Summary and background of the Legislation:

This legislation authorizes the Superintendent to accept deeds to two properties in Skagit County, Washington, and authorizes the grant of a Conservation Easement on one of said properties to Skagit Land Trust, all for salmonid habitat protection purposes. Properties subject to this legislation were purchased as part of ESA Early Actions under the authority of Ordinance 121114. This legislation places the acquired properties under the jurisdiction of the City Light Department. Additionally, the Ordinance allows the granting of a conservation easement to the nonprofit Skagit Land Trust in fulfillment of the requirement of Skagit County Resolution R20030317 to enable the purchase of one of the aforementioned properties.

Project Name:	Project I.D.	Project Location:	Start Date:	End Date
Endangered Species Mitigation	6990	Skagit County	2000	2010

- Please check any of the following that apply:

 This legislation creates, funds, or anticipates a new CIP Project. (Please note whether the current CIP is being amended through this ordinance, or provide the Ordinance or Council Bill number of the separate legislation that has amended/is amending the CIP.)

 This legislation does not have any financial implications. (Stop here and delete the remainder of this document prior to saving and printing.)

 x **This legislation has financial implications.** (Please complete all relevant sections that follow.) This Ordinance accepts deeds to properties purchased in August 2004 and April 2005 pursuant to Ordinance 121114. The financial implications of adopting this legislation are explained in the other issues section of this fiscal note.



Appropriations: This table should reflect appropriations that are a direct result of this legislation. In the event that the projects associated with this ordinance have appropriations that were, or will be, received because of previous or future legislation or budget actions, please provide details in the Notes section below. Finally, if this legislation does not directly change an appropriation, but results in budget authority being moved within a Budget Control Level, or to a Budget Control Level (up to 10%), please explain in the Notes section below.

Fund Name and Number	Department	Budget Control Level*	2005 Appropriation	2006 Anticipated Appropriation
TOTAL				

*See budget book to obtain the appropriate Budget Control Level for your department.

Notes:

Spending Plan and Future Appropriations for Capital Projects: Please list the timing of anticipated appropriation authority requests and expected spending plan. In addition, please identify your cost estimate methodology including inflation assumptions, the projected costs of meeting applicable LEED standards, and the percent for art and design as appropriate.

Spending Plan and Budget	2005	2006	2007	2008	2009	2010	Total
Spending Plan							
Current Year Appropriation							
Future Appropriations							

Notes:

Funding source: Identify funding sources including revenue generated from the project and the expected level of funding from each source.

Funding Source (Fund Name and Number, if applicable)	2005	2006	2007	2008	2009	2010	Total
TOTAL							

Notes:

Bond Financing Required: If the project or program requires financing, please list type of financing, amount, interest rate, term and annual debt service or payment amount. Please include issuance costs of 3% in listed amount.

Not applicable.

Type	Amount	Assumed Interest Rate	Term	Timing	Expected Annual Debt Service/Payment
TOTAL					

Uses and Sources for Operation and Maintenance Costs for the Project: Estimate cost of one-time startup, operating and maintaining the project over a six year period and identify each fund source available. Estimate the annual savings of implementing the LEED Silver standard. Identify key assumptions such as staffing required, assumed utility usage and rates and other potential drivers of the facility's cost.

O&M	2005	2006	2007	2008	2009	2010	Total
Uses							
Start Up							
On-going							
Sources (itemize)							

Notes: This legislation is for land acquisition only.

Periodic Major Maintenance costs for the project: Estimate capital cost of performing periodic maintenance over life of facility. Please identify major work items, frequency. N/A

Major Maintenance Item	Frequency	Cost	Likely Funding Source
TOTAL			

Funding sources for replacement of project: Identify possible and/or recommended method of financing the project replacement costs.

Not applicable.

Total Regular Positions Created Or Abrogated Through This Legislation, Including FTE

Impact: This table should only reflect the actual number of positions created by this legislation. In the event that positions have been, or will be, created as a result of previous or future legislation or budget actions, please provide details in the Notes section below the table.

Position Title and Department*	Fund Name	Fund Number	Part-Time/ Full Time	2005 Positions	2005 FTE	2006 Positions**	2006 FTE**
TOTAL							

* List each position separately

** 2006 positions and FTE are total 2006 position changes resulting from this legislation, not incremental changes. Therefore, under 2006, please be sure to include any continuing positions from 2005.

Notes: No positions will be created.

- **Do positions sunset in the future?** (If yes, identify sunset date):

Not applicable.

- **What is the financial cost of not implementing the legislation:** (Estimate the costs to the City of not implementing the legislation, including estimated costs to maintain or expand an existing facility or the cost avoidance due to replacement of an existing facility, potential conflicts with regulatory requirements, or other potential costs if the legislation is not implemented):

The lands have already been acquired pursuant to Ordinance 121114.

- **What are the possible alternatives to the legislation that could achieve the same or similar objectives** (Include any potential alternatives to the proposed legislation, including using an existing facility to fulfill the uses envisioned by the proposed project, adding components to or subtracting components from the total proposed project, contracting with an outside organization to provide the services the proposed project would fill, or other alternatives):

No other alternative. City committed to habitat acquisition in Resolution 29905.

- **Is the legislation subject to public hearing requirements:** *(If yes, what public hearings have been held to date, and/or what plans are in place to hold a public hearing(s) in the future?)*

Not applicable.

- **Other Issues** *(including long-term implications of the legislation):*

City Light will have to pay annual surface water fees, fire patrol assessments, and incur expenses related to management of these properties, estimated to be \$5,435 in 2006.

Please list attachments to the fiscal note below:



City of Seattle

Gregory J. Nickels, Mayor

Office of the Mayor

July 26, 2005

Honorable Jan Drago
President
Seattle City Council
City Hall, 2nd Floor

Dear Council President Drago:

The attached proposed Council Bill accepts two deeds to parcels in Skagit County, Washington purchased for salmon habitat pursuant to the authority of Ordinance 121114, and places the acquired properties under the jurisdiction of the City Light Department. Additionally, this Bill allows the granting of a conservation easement to the nonprofit Skagit Land Trust in fulfillment of the requirement of Skagit County Resolution R20030317 to enable the purchase of one of the aforementioned properties.

In response to the listing of Puget Sound Chinook salmon and other species as threatened under the Endangered Species Act, the City developed an "Early Action Proposal" which was adopted by Resolution 29905. The Early Action Proposal is made up of five main categories of commitments, one of which is habitat acquisition and restoration. These parcels contain over two miles of Skagit river shoreline and important side channel and off channel habitat for Chinook and coho salmon and steelhead, as well as foraging habitat for migratory bull trout. In total, over 360 acres of salmonid habitat along the Skagit River will be preserved for benefit of salmon.

Habitat acquisitions such as these demonstrate the City of Seattle's commitment to salmon recovery for the benefit of its citizens and those in the Northwest. Thank you for your consideration of this legislation. Should you have questions, please contact Denise Krownbell at 615-1127 or Tom Meyer at 386-9168.

Sincerely,



GREG NICKELS
Mayor of Seattle

cc: Honorable Members of the Seattle City Council

600 Fourth Avenue, 7th Floor, P.O. Box 94749, Seattle, WA 98124-4749

Tel: (206) 684-4000, TDD: (206) 684-8811 Fax: (206) 684-5360, E-mail: mayors.office@seattle.gov

An equal employment opportunity, affirmative action employer. Accommodations for people with disabilities provided upon request.



STATE OF WASHINGTON – KING COUNTY

--SS.

190480

No. TITLE ONLY

CITY OF SEATTLE, CLERKS OFFICE

Affidavit of Publication

The undersigned, on oath states that he is an authorized representative of The Daily Journal of Commerce, a daily newspaper, which newspaper is a legal newspaper of general circulation and it is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continuously as a daily newspaper in Seattle, King County, Washington, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication of this newspaper. The Daily Journal of Commerce was on the 12th day of June, 1941, approved as a legal newspaper by the Superior Court of King County.

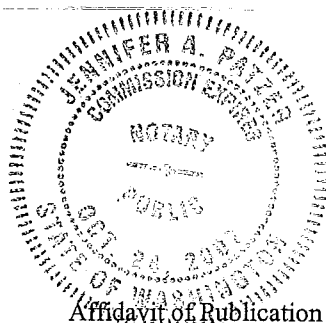
The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

CT:121916,920-121930

was published on

10/03/05

The amount of the fee charged for the foregoing publication is the sum of \$ 145.75, which amount has been paid in full.



Affidavit of Publication

Subscribed and sworn to before me on

10/03/05

Notary public for the State of Washington,
residing in Seattle

State of Washington, King County

City of Seattle

TITLE-ONLY PUBLICATION

The full text of the following ordinances, passed by the City Council on September 19, 2005, and published here by title only, will be mailed upon request, or can be accessed electronically at <http://clerk.ci.seattle.wa.us>. For further information, contact the Seattle City Clerk at 684-8344.

ORDINANCE NO. 121930

AN ORDINANCE appropriating money to pay certain audited claims and ordering the payment thereof.

ORDINANCE NO. 121929

AN ORDINANCE relating to security from terrorism; reducing appropriations in the 2005 Budgets of the Police Department, City Light, the Department of Planning and Development, Seattle Public Utilities, the Department of Information Technology, and the Seattle Department of Transportation; and reappropriating that money to the Fleets & Facilities Department, Seattle Center, and the Fire Department.

ORDINANCE NO. 121928

AN ORDINANCE relating to the acquisition and management of real property and property interests on the Cedar River below Landsburg Dam, in King County; authorizing Seattle Public Utilities to acquire specified properties or conservation easements and to accept applicable deeds; authorizing Seattle Public Utilities to enter into an agreement with Cascade Land Conservancy for land acquisition and management services; and authorizing Seattle Public Utilities to convey easements or stewardship assignments in connection with the Conservancy's management responsibilities.

ORDINANCE NO. 121927

AN ORDINANCE removing a budget proviso that restricted an appropriation in the Department of Information Technology's 2005 budget.

ORDINANCE NO. 121926

AN ORDINANCE authorizing City Light to accept funds from the Washington State Attorney General's Office to collaborate on a refund program to provide restitution back to the business consumers who paid high electricity prices during the energy crisis; authorizing the necessary agreements; and authorizing City Light to take the actions necessary to allocate the settlement funds proportionately to Commercial and Industrial customers by providing a credit on the bill of the receiving businesses.

ORDINANCE NO. 121924

AN ORDINANCE revising a budget proviso that had restricted spending on the Arterial Asphalt and Concrete Program; authorizing the Director of Transportation to enter into interlocal funding agreements with the Cities of Beaux Arts, Clyde Hill, Hunts Point, Medina, and Yarrow Point; authorizing the Director of Transportation to enter into interlocal funding agreements with the Washington State Department of Transportation (WSDOT) and the deposit of funds to be received; contingently increasing an appropriation to the Seattle Department of Transportation; and amending the 2005-2010 Capital Improvement Program.

Page 2 of 11

ORDINANCE NO. 121922

AN ORDINANCE relating to the City Light Department; accepting various easements for overhead and underground electrical distribution rights in King County, Washington; and placing said easements under the jurisdiction of the City Light Department.

ORDINANCE NO. 121921

AN ORDINANCE related to Seattle City Light's Security Improvements Project, removing a restriction that prohibits spending of Seattle City Light's Finance and Administration CIP Budget Control Level appropriation in the 2005 Adopted Budget on that project.

ORDINANCE NO. 121920

AN ORDINANCE relating to the City Light Department; authorizing the acceptance of deeds to two properties in Skagit County, Washington, and authorizing the grant of a Conservation Easement on one of said properties to Skagit Land Trust, all for salmonid habitat protection purposes.

ORDINANCE NO. 121916

AN ORDINANCE relating to Seattle Public Utilities' security from terrorism; authorizing that department to accept grants from the State of Washington and King County for security improvements to certain City water system facilities and for creation of a regional contaminant response team; amending the 2005-2010 Adopted Capital Improvement Program with respect to such projects, and increasing that department's 2005 Adopted Budget by making appropriations reimbursable with grant funds.

Publication ordered by JUDITH PIPPIN,
City Clerk

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