

**AFTER RECORDING RETURN TO:**  
Department of Natural Resources  
Asset & Property Management Division  
ATTN: Trust Land Transfer Program  
PO Box 47014  
Olympia, WA 98504-7014

  
201106140030  
Skagit County Auditor  
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SCL Trust Land Transfer Program Property Deed Acceptance EXH B

**QUITCLAIM DEED**  
Skagit County

Grantor: State of Washington, by and through the Department of Natural Resources

Grantee: City of Seattle, by and through the Seattle City Light Department

Abbreviated

Legal Desc: All of Section 36, Township 35 North, Range 7 East, W.M., Skagit County

Tax Parcel #: P43302

THE GRANTOR, STATE OF WASHINGTON, acting by and through the Department of Natural Resources, for and in consideration of the sum of TEN MILLION THREE HUNDRED THIRTY THOUSAND Dollars (\$10,330,000), which amount has been paid by state legislative appropriation pursuant to Laws of 2010, chapter 36, section 3037 and RCW 79.17.200, hereby conveys and quitclaims to City of Seattle, by and through the Seattle City Light Department, GRANTEE, all interest in the real property situated in Skagit County, Washington, and described in EXHIBIT A, attached hereto, which by this reference is made a part hereof.

This transfer is subject to a restriction on use of the property for the public purposes of fish and wildlife habitat, open space, or recreation. Grantee may request approval for alternative uses of the property that are compatible with these public purposes from the Department and the Legislature.

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

Quitclaim Deed No. 26831

*1749*

Presentin Creek Trust Land Transfer No. 02-084794

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JUN 14 2011

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

Exhibit B to the SCL Trust Land Transfer Program Property Deed Acceptance Ordinance

The real property described in Exhibit A is conveyed subject to the Department's Habitat Conservation Agreement entered into as of the 30th day of January, 1997 by and between the Secretary of the Interior acting through the United States Department of the Interior, as represented by the United States Fish and Wildlife Service ("USFWS"), an agency of the federal government, the Secretary of Commerce acting through the National Oceanic & Atmospheric Administration as represented by the National Marine Fisheries Service ("NMFS"), an agency of the federal government, and the Washington State Department of Natural Resources ("DNR"), an agency of the State of Washington, which includes the Washington State Board of Natural Resources ("Board"). All lands conveyed for the above-stated purposes are also to be used consistent with management as "PERMIT LANDS" as defined in the Habitat Conservation Plan Implementation Agreement as long as the Habitat Conservation Plan Implementation Agreement is in effect. Grantee accepts the property for management as "PERMIT LANDS" and by accepting the property agrees to comply with the requirements of the Habitat Conservation Plan Implementation Agreement. A Memorandum of the Habitat Conservation Plan Implementation Agreement is attached hereto as Exhibit B and incorporated herein by this reference.

The above-described lands are subject to that certain statutory reserved right as set forth in RCW 79.36.370 and to the following reservation:

The Grantor hereby expressly saves, excepts, and reserves out of the grant hereby made, unto itself and its successors and assigns forever, all oils, gases, coal, ores, minerals, and fossils of every name, kind, or description, and which may be in or upon said lands above described, or any part thereof, and the right to explore the same for such oils, gases, coal, ores, minerals, and fossils; and it also hereby expressly saves and reserves out of the grant hereby made, unto itself and its successors and assigns forever, the right to enter by itself or its agents, attorneys, and servants upon said lands, or any part or parts thereof, at any and all times, for the purpose of opening, developing, and working mines thereon, and taking out and removing therefrom all such oils, gases, coal, ores, minerals, and fossils, and to that end it further expressly reserves out of the grant hereby made, unto itself, its successors and assigns, forever, the right by its or their agents, servants, and attorneys at any and all times to erect, construct, maintain, and use all such



buildings, machinery, roads, and railroads, sink such shafts, remove such soil, and to remain on said lands or any part thereof for the business of mining and to occupy as much of said lands as may be necessary or convenient for the successful prosecution of such mining business, hereby expressly reserving to itself and its successors and assigns, as aforesaid, generally, all rights and powers in, to, and over said land, whether herein expressed or not, reasonably necessary or convenient to render beneficial and efficient the complete enjoyment of the property and the rights hereby expressly reserved.

No rights shall be exercised under the foregoing reservation, by the state or its successors or assigns, until provision has been made by the state or its successors or assigns, to pay to the owner of the land upon which the rights reserved herein to the state or its successors or assigns, are sought to be exercised, full payment for all damages sustained by said owner, by reason of entering upon said land: PROVIDED, That if said owner from any cause whatever refuses or neglects to settle said damages, then the state or its successors or assigns, or any applicant for a lease or contract from the state for the purpose of prospecting for or mining valuable minerals, or option contract, or lease, for mining coal, or lease for extracting petroleum or natural gas, shall have the right to institute such legal proceedings in the superior court of the county wherein the land is situate, as may be necessary to determine the damages which said owner of said land may suffer.

Grantee accepts the Property "AS IS, WHERE IS" with all faults. The Grantor disclaims any warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose about the Property, including but not limited to improvements located thereon, and no employee or agent of the Grantor is authorized otherwise. The foregoing specifically includes warranties with respect to the existence or nonexistence of any pollutants, contaminants, or hazardous waste or claims based thereon arising out of the actual or threatened discharge, disposal, seepage, migration, or escape of such substances at, from, or into the Property. Grantee hereby fully releases the Grantor from any and all liability to Grantee arising out of or related to the condition of the Property prior to, at, or after Grantee accepts title to the Property, including but not limited to the deposit or release of hazardous or toxic wastes or material and pollutants.



This Deed is executed and delivered pursuant to RCW 79.02.270 at the request of the Commissioner of Public Lands with the approval of the Board of Natural Resources, State of Washington.

WITNESS the Seal of the State of Washington, affixed this 26<sup>th</sup> day of May, 2011.

Christine Gregoire  
GOVERNOR  
DeLoe  
SECRETARY OF STATE

ATTEST:



Approved as to form this 12<sup>th</sup> day  
of April, 2011.  
Arienne Singh  
Assistant Attorney General

Deed No. 26831.  
State Record of Deeds, Volume 14, Page 43.  
Transaction File No. 02-084794.



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DEPARTMENT OF NATURAL RESOURCES

EXHIBIT B

MEMORANDUM OF IMPLEMENTATION AGREEMENT FOR  
THE WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES  
HABITAT CONSERVATION PLAN

The Agreement for the Washington State Department of Natural Resources Habitat Conservation Plan dated January 30, 1997, was entered into as a result of the completion of an approved habitat conservation plan prepared pursuant to the Endangered Species Act for DNR-managed forest lands within the range of the northern spotted owl and other federally listed species in the State of Washington, simultaneous with the issuance of an incidental take statement, Incidental Take Permit No. 812521 issued on January 30, 1997, which has been amended subsequently to add requirements with respect to additional species. The Habitat Conservation Plan and amendments, Implementation Agreement, and Incidental Take Permits associated therewith (collectively referred to as "HCP") define obligations with respect to lands defined in the HCP as "PERMIT LANDS." The term of the HCP is seventy (70) years from January 30, 1997, unless otherwise revoked or amended, with the possibility of renewal for three (3) additional terms of ten (10) years each. The documents and agreements comprising the HCP are in a format not capable of recording. Pursuant to RCW 42.56, these documents are maintained at the offices of DNR at the following address and may be reviewed upon request to:

DNR Public Disclosure Program  
Public Records Administrator  
[publicdisclosure@dnr.wa.gov](mailto:publicdisclosure@dnr.wa.gov)  
1111 Washington Street SE  
PO Box 47014  
Olympia, WA 98504-7014

Approved as to form this 12<sup>th</sup> day  
of May, 2011.

Adrienne Smith  
Assistant Attorney General



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Skagit County Auditor

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**DEPARTMENT OF NATURAL RESOURCES**

**EXHIBIT A**

**PRESENTIN CREEK TRUST LAND TRANSFER  
LEGAL DESCRIPTION**

The following describes the State land to be transferred to City of Seattle, by and through the Seattle City Light Department:

All of Section 36, Township 35 North, Range 7 East, W. M., Skagit County, Washington, according to U. S. Government subdivision procedures.



Dennis J. Gelvin, PLS 21674  
Land Description & R/W Specialist  
Land Survey Unit  
Engineering Division  
PO Box 47060  
Olympia, WA 98504-7060

Dated 4-4-11



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