



201212050035
Skagit County Auditor

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When recorded return to:

The City of Seattle
700 5th Avenue, Suite 3300
P.O. Box 34023
Real Estate Services, Room 3338
Seattle, WA 98124-9871

Filed for Record at Request of
Land Title and Escrow
Escrow Number: 142462-OE

Grantor: Nancy L. Kuno
Grantee: The City of Seattle, a municipal corporation of the State of Washington

LAND TITLE OF SKAGIT COUNTY
Statutory Warranty Deed

THE GRANTOR NANCY L. KUNO, as her separate property 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: Ptn S 1/2 Of SE 1/4, 30-36-11 E W.M. (Aka Tr. 4, Survey #8002190006).

SEE ATTACHED EXHIBIT "A" HERETO FOR LEGAL DESCRIPTION

Tax Parcel Number(s): 361130-4-001-0505, P51903

Subject to all covenants, conditions, restrictions, reservations, agreements and easements of record including, but not limited to, those shown on Schedule "B-1" of Land Title Company's Preliminary Commitment No. 142462-OE.

Dated ~~November 21, 2012~~ November 30, 2012 *JK*

Nancy L. Kuno
Nancy L. Kuno

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

20123574
DEC 05 2012

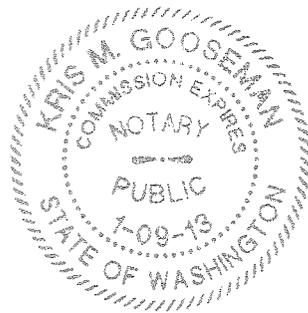
Amount Paid \$ 240800
By MLG Skagit Co. Treasurer
Deputy

STATE OF Washington }
COUNTY OF KING } SS:

I certify that I know or have satisfactory evidence that Nancy L. Kuno the person(s) who appeared before me, and said person(s) acknowledged that she signed this instrument and acknowledge it to be her free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: ~~November 29, 2012~~ NOVEMBER 30, 2012 *JK*

Notary Public in and for the State of Washington
Residing at RENTON, WA
My appointment expires: 1/9/2013



Attachment G & H to SCL ESA Lands 2013 Deed Acceptance ORD

Schedule "A-1"

142462-OE

DESCRIPTION:

That portion of the Southeast ¼ of Section 30, Township 36 North, Range 11 East, W.M., lying Easterly of the center of thread of Diobsud Creek, being more particularly described as follows:

Beginning at the Southeast corner of the Southeast ¼ of said Section 30;
thence North 88°33'40" West along the South line of the Southeast ¼ of said Section 30, a distance of 330.31 feet;
thence North 51°18'43" West a distance of 148.16 feet to the true point of beginning;
thence continue North 51°18'43" West a distance of 280.00 feet to the West line of the East ¼ of the Southeast ¼ of the Southeast ¼ of said Section 30;
thence North 0°51'06" West along the West line of the East ¼ of the Southeast ¼ of the Southeast ¼ of said Section 30, a distance of 38.90 feet;
thence North 51°18'43" West a distance of 55.95 feet to the beginning of a curve to the left having a radius of 169.83 feet;
thence along the arc of said curve in a Westerly direction through a central angle of 32°21'03" an arc length of 95.89 feet;
thence North 83°39'46" West a distance of 68.14 feet to the beginning of a curve to the right having a radius of 161.69 feet;
thence along the arc of said curve to the right in a Northerly direction through a central angle of 95°37'48" an arc length of 269.86 feet;
thence North 11°58'02" East a distance of 94.28 feet;
thence North 88°33'40" West a distance of 1,305 feet, more or less, to the center or thread of Diobsud Creek;
thence in a Southerly direction along the centerline or thread of Diobsud Creek to a point which bears North 88°33'40" West from the true point of beginning;
thence South 88°33'40" East a distance of 1,950 feet, more or less, to the true point of beginning.

Situate in the County of Skagit, State of Washington.



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



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Skagit County Auditor

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

LAND TITLE OF SKAGIT COUNTY
142402-0e

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

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

Abbreviated
Legal

Description: Ptn S 1/2 of SE 1/4, 30-36-11 E., W.M (More particularly described in Exhibit "A" (Legal Description), and as depicted in Exhibit "B" (Property Map)),

Assessor's Property Tax Parcel Number(s): P51903, Skagit County

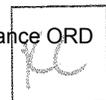
Reference Numbers of Documents Assigned or Released:

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 Agreement entered into between the Grantor and the Grantee entitled Skagit Tier 1 & Tier 2 Floodplain Acquisition II, Project Number 11-1683C signed by the Grantor on the 19th day of March, 2012 and the Grantee the 26th day of March, 2012 and supporting materials which are on file with the Grantor and the Grantee in connection with the Project Agreement.

Attachment G & H to SCL ESA Lands 2013 Deed Acceptance ORD

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

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DEC 05 2012

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

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 tributary floodplain and 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.

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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

Attachment G & H to SCL ESA Lands 2013 Deed Acceptance ORD

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EXHIBIT A Legal Description

That portion of the Southeast of Section 30, Township 36 North, Range 11 East, W.M., lying Easterly of the center of thread of Diobsud Creek, being more particularly described as follows:

Beginning at the Southeast corner of the Southeast of said Section 30;
thence North $88^{\circ}33'40''$ West along the South line of the Southeast $\frac{1}{4}$ of said Section 30, a distance of 330.31 feet;
thence North $51^{\circ}18'43''$ West a distance of 148.16 feet to the true point of beginning;
thence continue North $51^{\circ}18'43''$ West a distance of 280.00 feet to the West line of the East of the Southeast of the Southeast of said Section 30;
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thence along the arc of said curve in a Westerly direction through a central angle of $32^{\circ}21'03''$ an arc length of 95.89 feet;
thence North $83^{\circ}39'46''$ West a distance of 68.14 feet to the beginning of a curve to the right having a radius of 161.69 feet;
thence along the arc of said curve to the right in a Northerly direction through a central angle of $95^{\circ}37'48''$ arc length of 269.86 feet;
thence North $11^{\circ}58'02''$ East a distance of 94.28 feet;
thence North $88^{\circ}33'40''$ West a distance of 1,305 feet, more or less, to the center or thread of Diobsud Creek;
thence in a Southerly direction along the centerline or thread Creek to a point which bears North $88^{\circ}33'40''$ West from the true point of beginning;
thence South $88^{\circ}33'40''$ East a distance of 1,950 feet, more or less, to the true point of beginning. Situate in the County of Skagit, State of Washington.

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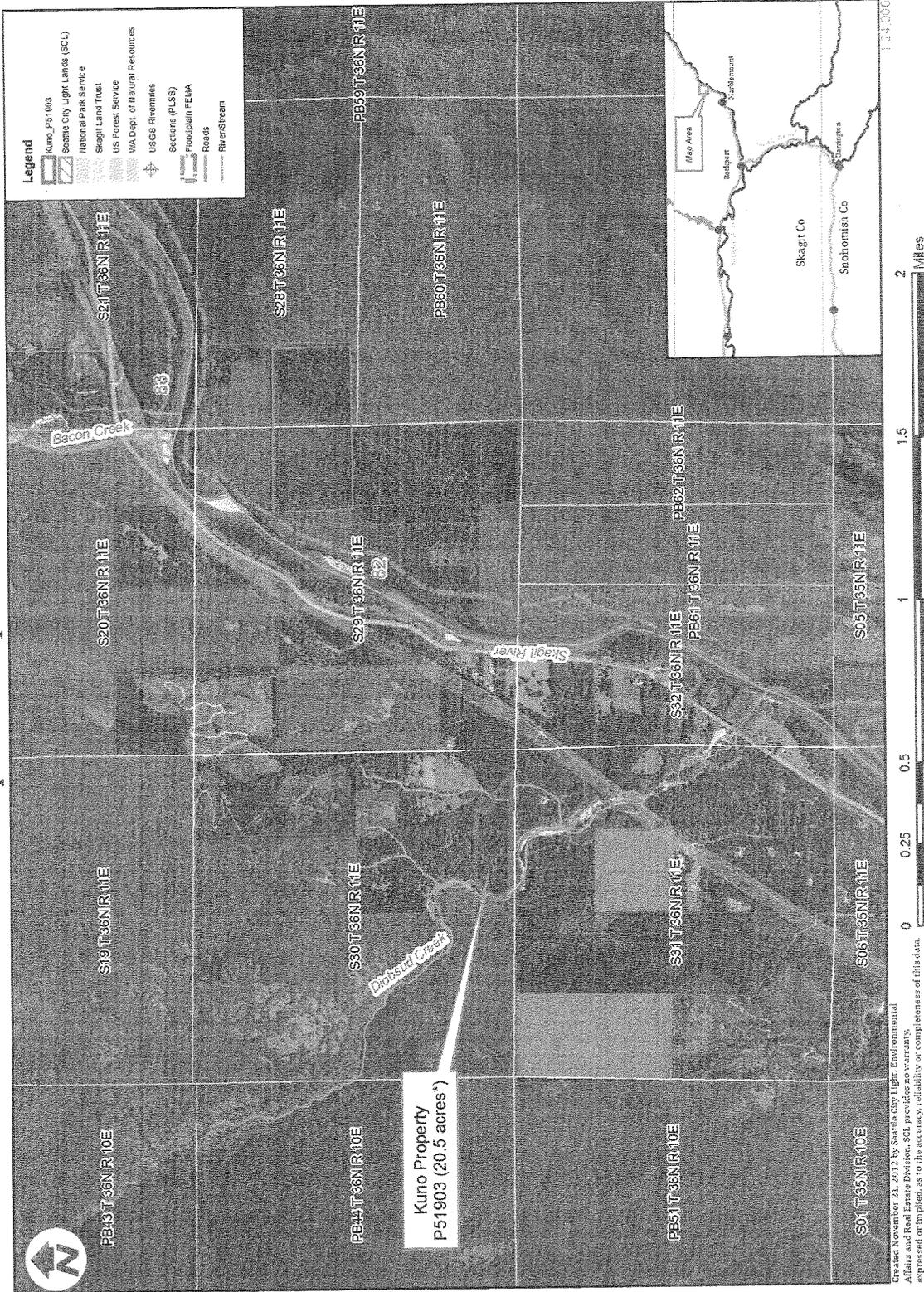
201212050036
Skagit County Auditor

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Project Number 11-1683

Exhibit B: Proposed Acquisition Kuno Property



Created November 21, 2012 by Seattle City Light Environmental Affairs and Real Estate Division. SCL provides no warranty, expressed or implied, as to the accuracy, reliability or completeness of this data.

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