

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL 118274

1
2
3
4 AN ORDINANCE relating to the City Light Department; accepting statutory warranty deeds to
5 the Fullerton property in King County, Washington, and the Fontana, Learned's Little
6 Houses, LLC., Morgan, Nihart, and Scheer properties in Skagit County, Washington, for
7 salmonid habitat protection purposes; declaring certain real property rights surplus to
8 utility needs; ratifying the grants of Deeds of Right to the State of Washington on the
9 Fontana, Learned, and Scheer properties for salmon recovery and conservation purposes;
10 placing said lands under the jurisdiction of the City Light Department; and ratifying and
11 confirming certain prior acts.

12 WHEREAS, Ordinance 121114 authorizes the Superintendent of City Light, within and subject
13 to appropriation authority and based on appraised market value, to negotiate for and
14 purchase parcels of land in the Skagit River and the Tolt/Snoqualmie River watersheds in
15 furtherance of the City's Early Action Program, which was approved by Resolution
16 29905; and

17 WHEREAS, under authority of Ordinance 121114, City Light acquired the Fontana, Learned's
18 Little Houses, LLC., Morgan, Nihart, and Scheer properties in the Skagit River watershed
19 and the Fullerton property in the Tolt watershed; and

20 WHEREAS, under authority of Ordinance 123362, the Salmon Recovery Funding Board Grants
21 ("SRFB Grant") from the State of Washington used for purchases under this program in
22 2009-2010 were accepted, increasing City Light's budget authority; and

23 WHEREAS, City Light's purchase of the Learned's property was counted as match towards the
24 SRFB grants used for purchases under this program in 2013; and

25 WHEREAS, the Salmon Recovery Funding Board Grants to the City require City Light to
26 convey Deeds of Right to the State of Washington, which includes conditions for
27 purposes of salmon recovery and conservation under which properties purchased with
28 grant funds may be used or sold; however, the conditions contained in the Deeds of Right
are consistent with the purpose of the City's Early Action Program; and

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

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

1 Section 1. The Statutory Warranty Deed executed by Sharon J. Tomlinson, personal
2
3 representative to the Estate of John T. Fullerton on December 5, 2013, as Grantor, recorded
4 under King County Auditor's File Number 20131211000634, a copy of which is included as
5 Attachment A, conveying approximately 0.43 acres located along the Tolt River to The City of
6 Seattle, is hereby accepted; and the real property conveyed therein is placed under the
7 jurisdiction of the City Light Department.
8

9 Section 2. The Statutory Warranty Deed executed by Pat P. Fontana on May 14, 2013, as
10 Grantor, recorded under Skagit County Auditor's File Number 201305150103, a copy of which
11 is included as Attachment B, conveying approximately 3.65 acres located along the Skagit River
12 to The City of Seattle, is hereby accepted; and the real property conveyed therein is placed under
13 the jurisdiction of the City Light Department, and pursuant to RCW 35.94.040 and after public
14 hearing, the Deed of Right executed by the City Light Department on May 17, 2013, as Grantor,
15 recorded under Skagit County Auditor's File Number 201305230141, a copy of which is
16 included as Attachment C, is hereby ratified in fulfillment of SRFB Grant, Project Number 09-
17 1448A.
18

19 Section 3. The Statutory Warranty Deed executed by Clay Learned, Managing Member,
20 and Virginia Learned, Member, on behalf of Learned's Little Houses, LLC., on December 11,
21 2013, as Grantor, recorded under Skagit County Auditor's File Number 201312130051, a copy
22 of which is included as Attachment D, conveying approximately 0.92 acres located along the
23 Skagit River to The City of Seattle, is hereby accepted; and the real property conveyed therein is
24 placed under the jurisdiction of the City Light Department, and pursuant to RCW 35.94.040 and
25
26

1 after public hearing, the Deed of Right executed by the City Light Department on January 22,
2 2014, as Grantor, recorded under Skagit County Auditor's File Number 201401310125, a copy
3 of which is included as Attachment E, is hereby ratified in fulfillment of SRFB Grant, Project
4 Number 13-1576A.

5 Section 4. The Statutory Warranty Deed executed by Ellen J. Morgan, Trustor/Trustee of
6 the Ellen J. Morgan Trust on July 5, 2013, as Grantor, recorded under Skagit County Auditor's
7 File Number 201307150036, a copy of which is included as Attachment F, conveying
8 approximately 21.17 acres located along the Skagit River to The City of Seattle, is hereby
9 accepted; and the real property conveyed therein is placed under the jurisdiction of the City Light
10 Department.
11

12 Section 5. The Statutory Warranty Deed executed by Mark B. Nihart and Miriam Amos
13 Nihart on March 20, 2013, as Grantor, recorded under Skagit County Auditor's File Number
14 201303290051, a copy of which is included as Attachment G, conveying approximately 0.39
15 acres located along the Skagit River to The City of Seattle, is hereby accepted; and the real
16 property conveyed therein is placed under the jurisdiction of the City Light Department.
17

18 Section 6. The Statutory Warranty Deed executed by Alma Scheer and James B. Scheer
19 on February 11, 2013, as well as Simmie Fontana and Wendy Ballen on February 14, 2013, as
20 Grantor, recorded under Skagit County Auditor's File Number 201302150110, a copy of which
21 is included as Attachment H, conveying approximately 6 acres located along the Skagit River to
22 The City of Seattle, is hereby accepted; and the real property conveyed therein is placed under
23 the jurisdiction of the City Light Department, and pursuant to RCW 35.94.040 and after public
24 hearing, the Deed of Right executed by the City Light Department on January 28, 2013, as
25
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1 Grantor, recorded under Skagit County Auditor's File Number 201302150111, a copy of which
2 is included as Attachment I, is hereby ratified in fulfillment of SRFB Grant, Project Number 09-
3 1448A.

4 Section 7. Any act pursuant to the authority and prior to the effective date of this
5 ordinance is hereby ratified and confirmed.
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1 Section 8. This ordinance shall take effect and be in force 30 days after its approval by
2 the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it
3 shall take effect as provided by Seattle Municipal Code Section 1.04.020.

4 Passed by the City Council the ____ day of _____, 2014, and
5 signed by me in open session in authentication of its passage this
6
7 ____ day of _____, 2014.

8
9 _____
10 President _____ of the City Council

11
12 Approved by me this ____ day of _____, 2014.

13
14 _____
15 Edward B. Murray, Mayor

16
17 Filed by me this ____ day of _____, 2014.

18
19 _____
20 Monica Martinez Simmons, City Clerk

21 (Seal)

22
23 Attachments A-I: Statutory Warranty Deeds
24
25
26
27
28

Denise Krownbell

SCL 2014 Endangered Species Act Land Deed Acceptance ORD ATT A

20131211000634.001

July 1, 2014

Version #1

1172
2,400.00 per acre



20131211000634

FIRST AMERICAN LD 72.00
PAGE-001 OF 001
12/11/2013 11:35
KING COUNTY, WA

When recorded return to:
The City of Seattle, a municipal corporation
PO Box 34023
Seattle, WA 98124

Recorded at the request of:

File Number: 1106487

E2644844

12/11/2013 11:23
KING COUNTY, WA
TAX \$581.30
SALE \$33,580.00 PAGE-001 OF 001

Statutory Warranty Deed

^{Estate}
THE GRANTOR The ~~Heirs and Successors~~ of John T. Fullerton, deceased 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, acting by and through its City Light Department the following described real estate, situated in the County of King, State of Washington.

Abbreviated Legal:

Tax Parcel Number(s): 732560-0080

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

LOT 8, RIO VISTA, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 64 OF PLATS, PAGE 1, IN KING COUNTY, WASHINGTON.

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

Dated 12/5/13

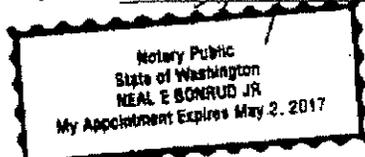
The Estate of John T. Fullerton
[Signature]
By: Sharon J. Tomlinson, Personal Representative

STATE OF Washington)
COUNTY OF King) SS:

I certify that I know or have satisfactory evidence that Sharon J. Tomlinson is the person who appeared before me, and said person acknowledged that She signed this instrument and acknowledged it as the Personal Representative of The Estate of John T. Fullerton, to be the free and voluntary act of such party(ies) for the uses and purposes mentioned in this instrument.

Dated: 12/5/13

[Signature]
Notary Public in and for the State of Washington
Residing at Washington North Bend WA
My appointment expires: 5/2/14



When recorded return to:

The City of Seattle
700 5th Ave., 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: 145078-OE

Skagit County Auditor \$73.00
5/15/2013 Page 1 of 2 3:30PM

Grantor: Pat P. Fontana
Grantee: The City of Seattle, a municipal corporation of the State of Washington

LAND TITLE OF SKAGIT COUNTY
Statutory Warranty Deed

145078-OE

THE GRANTOR PAT P. FONTANA, as his separate property (PROPERTY IS NOT GRANTOR'S PRIMARY RESIDENCE) 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 SE 1/4 Of NE 1/4 & Ptn Gov. Lot 9, 19-35-9 E W.M.

SEE ATTACHED EXHIBIT "A" HERETO FOR LEGAL DESCRIPTION

Tax Parcel Number(s): 350919-1-002-0401, P44521

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. 145078-OE.

Dated May 14, 2013

Pat P. Fontana

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

20131788
MAY 15 2013

Amount Paid \$ 1607.⁰⁰
Skagit Co. Treasurer
By Deputy

STATE OF Washington }
COUNTY OF Skagit } SS:

I certify that I know or have satisfactory evidence that Pat P. Fontana the person(s) who appeared before me, and said person(s) acknowledged that signed this instrument and acknowledge it to be his he free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: May 15, 2013

Karen Ashley
Notary Public in and for the State of Washington
Residing at Sedro-Woolley
My appointment expires: 9/11/2014

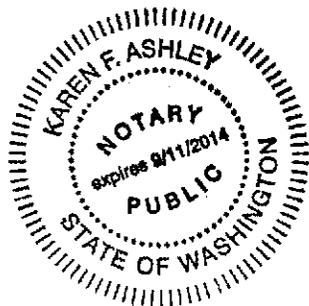


EXHIBIT A

That portion of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ and of Government Lot 9, Section 19, Township 35 North, Range 9 East, W.M., described as follows:

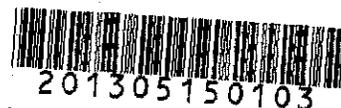
Beginning at a point on the North line of the Sauk Valley County Road which lies 460 feet East of the West line of said subdivision, as measured along the South line of said subdivision;
thence North parallel to the West line of said subdivision to the Skagit River;
thence Westerly along the South line of said river to the West line of said subdivision;
thence South along said West line to the North line of the Sauk Valley County Road;
thence Easterly along the North line of said road to the point of beginning,

EXCEPT the following described tract:

That portion of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ and of Government Lot 9, Section 19, Township 35 North, Range 9 East, W.M., described as follows:

Beginning at a point on the West line of said subdivision which lies 255 feet North of the North line of the right of way of the Sauk Valley County Road;
thence East parallel with the South line of said subdivision 330 feet;
thence North parallel with the West line of said subdivision 800 feet, more or less, to the South line of the Skagit River;
thence West along said South line to the West line of said subdivision;
thence South along said West line to the point of beginning.

Situate in the County of Skagit, State of Washington.



201305150103

Skagit County Auditor

5/15/2013 Page

2 of

\$73.00
2 3:30PM

Denise Krownbell
SCL 2014 Endangered Species Act Land Deed Acceptance ORD ATT C
July 1, 2014
Version #1

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



Skagit County Auditor
5/23/2013 Page 1 of 7 3:14PM \$78.00

LAND TITLE OF SKAGIT COUNTY

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

145078-02

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 SE 1/4 of NE 1/4 & Ptn Gov. Lot 9, 19-35-9 E.W.M.
and as depicted in Exhibit "B": Property Map

Assessor's Property Tax Parcel Number(s): P44521, 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 Floodplain Habitat Acquisition Phase II, Project Number 09-1448A, signed by the Grantor on the 3rd day of March, 2010, and the Grantee the 10th day of March, 2010, and supporting materials which are on file



with the Grantor and the Grantee in connection with the Project Agreement.

The Grantor hereby conveys and grants to the Grantee as the representative of the people of the State, the right to enforce the following duties: The Grantor shall take such reasonable and feasible measures as are necessary to protect the Real Property as described in Exhibit A: Legal Description, in perpetuity. Such measures shall be consistent with the purposes in the Project Agreement, including protecting, preserving, restoring and/or enhancing the habitat functions on the Real Property, which includes riparian floodplain. 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

KE



the Real Property from what it would be without them.

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

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

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

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

REMAINDER OF PAGE IS INTENTIONALLY BLANK; SIGNATURE PAGES FOLLOW



201305230141

GRANTEE:

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

By: Kateen Cottingham

Name: Kateen Cottingham

Title: Director

Dated this 9th day of May, 20 13

STATE OF WASHINGTON)

COUNTY OF Thurston) ss

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

Dated: May 9th 2013

Signed: Leslie Ann Frank

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

My commission expires 7-9-13



KE



EXHIBIT A
Legal Description

PARCEL "A"

That portion of the Southeast ¼ of the Northeast ¼ and of Government Lot 9, Section 19, Township 35 North, Range 9 East, W.M., described as follows:

Beginning at a point on the North line of the Sauk Valley County Road which lies 460 feet East of the West line of said subdivision, as measured along the South line of said subdivision; thence North parallel to the West line of said subdivision to the Skagit River; thence Westerly along the South line of said river to the West line of said subdivision; thence South along said West line to the North line of the Sauk Valley County Road; thence Easterly along the North line of said road to the point of beginning,

EXCEPT the following described tract:

That portion of the Southeast ¼ of the Northeast ¼ and of Government Lot 9, Section 19, Township 35 North, Range 9 East, W.M., described as follows:

Beginning at a point on the West line of said subdivision which lies 255 feet North of the North line of the right of way of the Sauk Valley County Road; thence East parallel with the South line of said subdivision 330 feet; thence North parallel with the West line of said subdivision 800 feet, more or less, to the South line of the Skagit River; thence West along said South line to the West line of said subdivision; thence South along said West line to the point of beginning.

Situate in the County of Skagit, State of Washington.

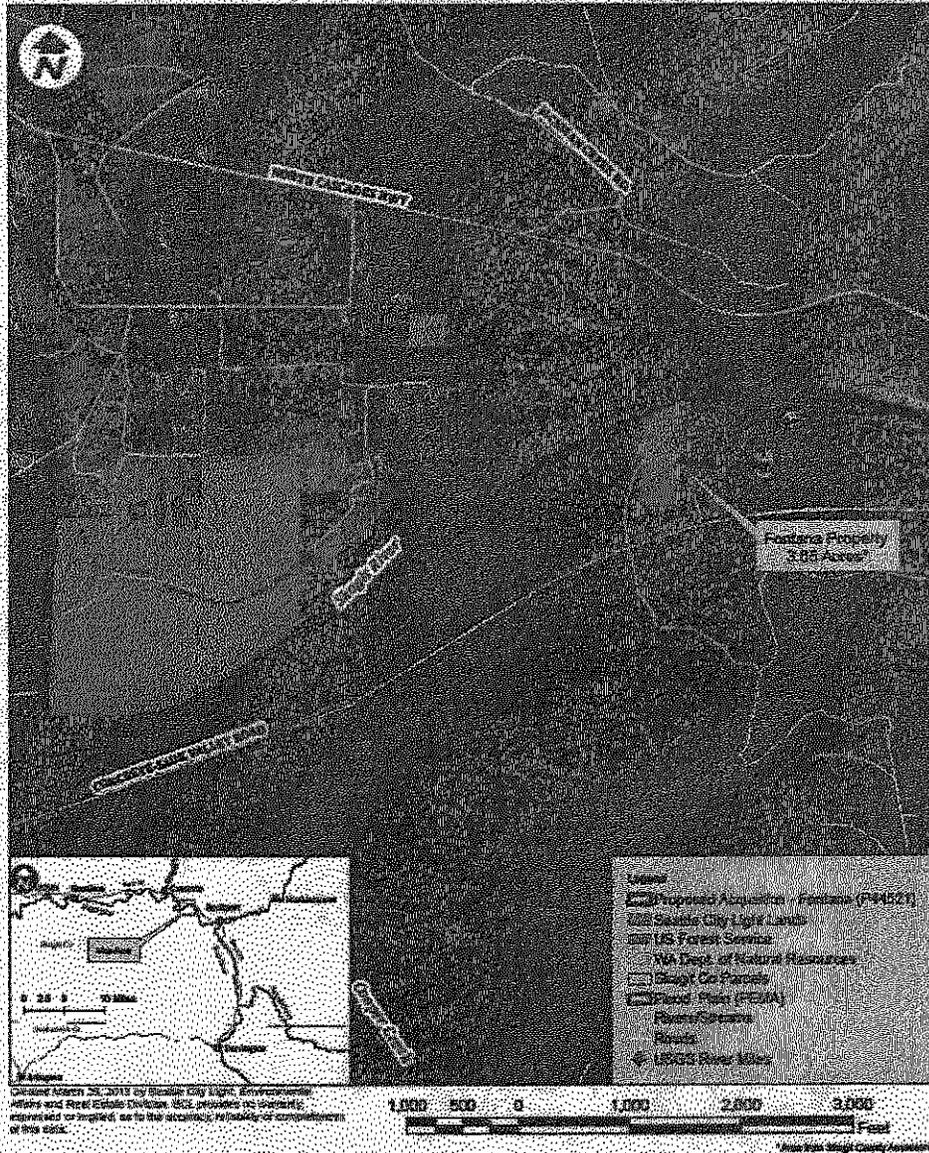


201305230141

Exhibit B: Proposed Fontana Acquisition (P44521)

Project # 09-1448A

Section 19 Township 35 Range 09



201305230141

Skagit County Auditor \$79.00

5/23/2013 Page 7 of 7 3:14PM

Denise Krownbell

SCL 2014 Endangered Species Act Land Deed Acceptance ORD ATT D

July 1, 2014

Version #1



201312130051

When recorded return to:

Seattle City Light
700 5th Avenue, Suite 3200
Room SMT 3338
Seattle, WA 98124-9871

Skagit County Auditor \$73.00
12/13/2013 Page 1 of 2 1:44PM

Recorded at the request of:

File Number: A1106886

CHICAGO TITLE
620019557 Statutory Warranty Deed

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

Abbreviated Legal:

Tax Parcel Number(s): 350527-4-003-0309, P40306

The East 143.21 feet of that portion of the Southeast Quarter of the Southeast Quarter of Section 27, Township 35 North, Range 5 East, W.M., lying Southerly of the Skagit River;

EXCEPT County road.

(Also known as Tract A of unrecorded Skagit County Short Plat No. 59-72, approved September 13, 1972).

Situated in Skagit County, Washington.

RESERVING an easement across P40306 for ingress and egress to adjoining properties, P40303, P40304 and P40305, also known as ROF Lane and Rof Lane. Said easement is limited to the existing twelve-foot wide dirt road and for single family residential use only. Grantor agrees to maintain and repair said road at grantor's expense.

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

Dated 12/08/2013

Learneds Little Houses, LLC

By: Clay Learned, Managing Member

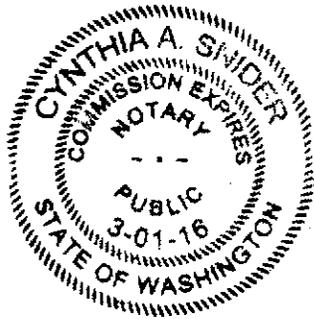
By: Virginia Learned, Member

STATE OF Washington
COUNTY OF Skagit } SS:

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

Dated: 12.11.13

Cynthia A. Snider
Notary Public in and for the State of Washington
Residing at MOUNT VERNON, WA
My appointment expires: 3.1.16



20134985
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

DEC 13 2013

Amount Paid \$ 1518.⁰⁰
By MF Skagit Co. Treasurer Deputy

EXHIBIT A

SPECIAL EXCEPTIONS

1. Notes on the face of the short plat as follows:
 - A. Zoning – Residential
 - B. Source of Water Supply – Private Wells.
 - C. Method of Sewage Disposal – Septic Tanks and Drain Fields. Percolation Test on file with Skagit County Health Department.
 - D. Restrictions – None.
 - E. Statements – All maintenance and construction of roads are the responsibility of the lot owner and the responsibility of maintenance shall be in direct relationship to usage of the road.
 - F. Short Plat number and date approval shall be included in all deeds and contracts.
2. Well maintenance agreement recorded November 10, 1986, under Auditor's File No. 8611100010, records of Skagit County, Washington.
And amended by Auditor's File No. 200910180040
3. Notice of On-Site Sewage Systems Status and the terms and conditions thereof
Recording Date: August 23, 1994
Recording No.: 9408230054
Affects: Said Property
4. As to any portion of said land now, formerly or in the future covered by water. Questions or adverse claims related to (1) lateral boundaries of any tidelands or shorelands; (2) shifting in course, boundary or location of the body of water; (3) rights of the State of Washington if the body of water is or was navigable; and (4) public regulatory and recreational rights (including powers of the USA) or private riparian rights which limit or prohibit use of the land or water.



201312130051

Skagit County Auditor
12/13/2013 Page

2 of

2

\$73.00
1:44PM

Denise Krownbell

SCL 2014 Endangered Species Act Land Deed Acceptance ORD ATT E

July 1, 2014

Version #1

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



201401310125

Skagit County Auditor

\$78.00

1/31/2014 Page

1 of

7 3:26PM

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

JAN 31 2014

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

GUARDIAN NORTHWEST TITLE CO.
ACCOMMODATION RECORDING ONLY

A1106886

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

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

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

Abbreviated
Legal

Description: PTN SE SE, 27-35-05 (More particularly described in Exhibit "A" (Legal
Description), and as depicted in Exhibit "B" (Property Map)),

Assessor's Property Tax Parcel Number(s): P 40306, Skagit County

Reference Numbers of Documents Assigned or Released: None.

The Grantor enters this Deed for and in consideration of monies coming in whole or in part from
the Salmon Recovery Funding Board Account. Such grant is made pursuant to the Project
Agreement entered into between the Grantor and the Grantee entitled Upper Skagit Watershed
Habitat Protection, Project Number 13-1576A signed by the Grantor on the 12th day of
December, 2013 and the Grantee the 31st day of December, 2013 and supporting materials



which are on file with the Grantor and the Grantee in connection with the Project Agreement.

The Grantor hereby conveys and grants to the Grantee as the representative of the people of the State, the right to enforce the following duties: The Grantor shall take such reasonable and feasible measures as are necessary to protect the Real Property as described in Exhibit A: Legal Description, in perpetuity. Such measures shall be consistent with the purposes in the Project Agreement, including protecting, preserving, restoring and/or enhancing the habitat functions on the Real Property, which includes riparian and floodplain 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



201401310125

Denise Krownbell

SCL 2014 Endangered Species Act Land Deed Acceptance ORD ATT E

July 1, 2014

the Real Property from what it would be without them.

Version #1

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

Page 3 of 7



201401310125

Skagit County Auditor

\$78.00

1/31/2014 Page

3 of

7 3:26PM

3. SCL 2014 Endangered Species Act Land Deed Acceptance Ordinance ATT E



City of Seattle acting by and through Seattle City Light Department

By: *[Signature]*

Name: Lynn Best

Title: Environmental Affairs and Real Estate Division Director

Dated this 22 day of January, 2014

STATE OF WASHINGTON

COUNTY OF KING

)
ss
)

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

Dated: January 22nd, 2014

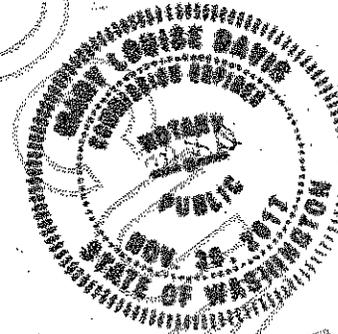
Signed: *Mary Louise Davis*

Printed Name: Mary Louise Davis

Notary Public in and for the State of Washington,

residing in Edmonds, WA.

My commission expires November 30, 2017



REMAINDER OF PAGE IS INTENTIONALLY BLANK; ADDITIONAL SIGNATURE PAGE FOLLOWS

KC



201401310125

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

By: Kateen Cottingham

Name: Kateen Cottingham

Title: Director

Dated this 9th day of January, 2014

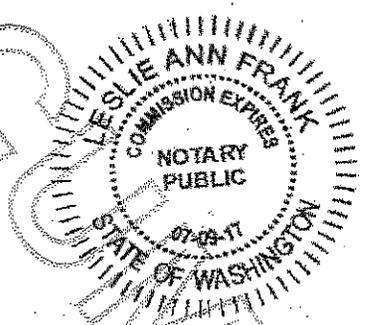
STATE OF WASHINGTON)
COUNTY OF Thurston) ss

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

Dated: January 9, 2014

Signed: Leslie Ann Frank

Notary Public in and for the State of Washington,
residing in Thurston County
My commission expires 7-9-17



Denise Krownbell

SCL 2014 Endangered Species Act Land Deed Acceptance ORD ATT E

July 1, 2014

Version #1

EXHIBIT A

Legal Description

The East 143.21 feet of that portion of the Southeast Quarter of the Southeast Quarter of Section 27, Township 35 North, Range 5 East, W. M., lying Southerly of the Skagit River,

EXCEPT County road.

(Also known as Tract A of unrecorded Skagit County Short Plat No. 59-72, approved September 13, 1972.)

Situated in Skagit County, Washington.



201401310125

Skagit County Auditor

\$78.00

1/31/2014 Page

6 of

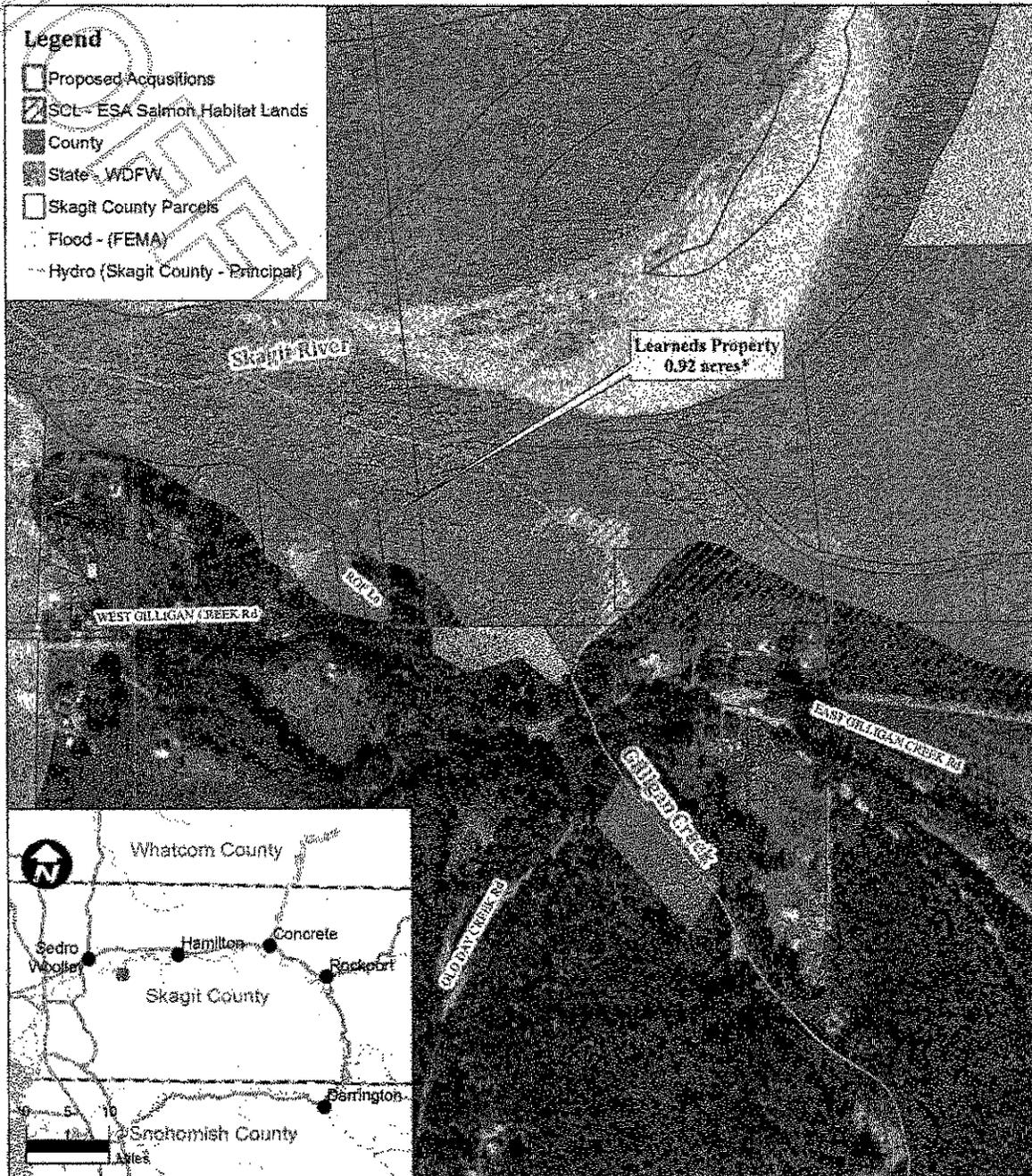
7 3:26PM

Exhibit B: Proposed Acquisition LEARNEDS LITTLE HOUSES LLC (P40306)

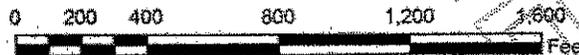
Project Number: 13-1576A

Upper Skagit Watershed
Habitat Protection

Township 35 Range 05 Section 27



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201401310125

Skagit County Auditor

\$78.00

1/31/2014 Page

7 of 7 3:26PM

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



Skagit County Auditor
7/15/2013 Page 1 of 2 9:08AM \$73.00

Filed for Record at Request of
Land Title and Escrow
Escrow Number: 145731-OE

Grantor: Ellen J. Morgan, Trustee of The Ellen J. Morgan Trust
Grantee: The City of Seattle, a municipal corporation of the State of Washington

LAND TITLE OF SKAGIT COUNTY Statutory Warranty Deed
145731-OE

THE GRANTOR THE ELLEN J. MORGAN TRUST, DATED MAY 20, 2005, ELLEN J. MORGAN, TRUSTOR AND/OR TRUSTEE for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION in hand paid, conveys and warrants to THE CITY OF SEATTLE, a municipal corporation of the State of Washington the following described real estate, situated in the County of Skagit, State of Washington:

Abbreviated Legal: Ptn SW 1/4 Of SE 1/4; Ptn SE 1/4 Of SW 1/4, 23-35-10 E & Lots 32 & 33, Carefree Acres, Subdiv. #1.

SEE ATTACHED EXHIBIT "A" HERETO FOR LEGAL DESCRIPTION

Tax Parcel Number(s): 3870-000-032-0003, P63513, 3870-000-033-0002, P63514, 351023-3-003-0100, P45529, 351023-4-003-0009, P45532, 351023-4-005-0007, P45534

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. 145731-OE.

Dated July 5, 2013

THE ELLEN J. MORGAN TRUST, DATED MAY 20, 2005

Ellen J. Morgan Trustee
By: Ellen J. Morgan, Trustor/Trustee

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX
20132738
JUL 15 2013
Amount Paid \$ 530.¹⁰
Skagit Co. Treasurer
By *rlm* Deputy

STATE OF Washington
County of Skagit, SS:

I certify that I know or have satisfactory evidence that Ellen J. Morgan signed this instrument, on oath stated that She is authorized to execute the instrument and acknowledged it as the Trustor/Trustee of The Ellen J. Morgan Trust, dated May 20, 2005 to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: July 11th 2013



Karen Ashley
Karen Ashley
Notary Public in and for the State of Washington
Residing at Sedro-Woolley
My appointment expires: September 11, 2014

EXHIBIT A

Schedule "A-1"

145731-OE

DESCRIPTION:

PARCEL "A":

The West 1/2 of the Southwest 1/4 of the Southeast 1/4 of Section 23, Township 35 North, Range 10 East, W.M., EXCEPT that portion lying within the Plat of "CAREFREE ACRES, SUBDIVISION NO. 1, SKAGIT COUNTY, WASHINGTON", as per plat recorded in Volume 8 of Plats, page 62, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

PARCEL "B":

The Southeast 1/4 of the Southwest 1/4 of Section 23, Township 35 North, Range 10 East, W.M., EXCEPT that portion lying within the Plat of "CAREFREE ACRES, SUBDIVISION NO. 1, SKAGIT COUNTY, WASHINGTON", as per plat recorded in Volume 8 of Plats, page 62, records of Skagit County, Washington, AND EXCEPT that portion lying North and West of Tract "B" of said Plat of Carefree Acres, Subdivision No. 1.

Situate in the County of Skagit, State of Washington.

PARCEL "C":

Lots 32 and 33, "CAREFREE ACRES, SUBDIVISION NO. 1, SKAGIT COUNTY, WASHINGTON", as per plat recorded in Volume 8 of Plats, page 62, records of Skagit County, Washington.

ALL BEING TOGETHER WITH a non-exclusive easement granted to the purchaser, his heirs, assigns and successors, to the road system serving the plat of Carefree Acres, Subdivision No. 1, for purposes of ingress, egress and utilities for the use of the adjoining property.

Situate in the County of Skagit, State of Washington.



Skagit County Auditor

\$73.00

7/15/2013 Page

2 of

2 9:08AM

Denise Krownbell

SCL 2014 Endangered Species Act Land Deed Acceptance ORD ATT G

July 1, 2014

Version #1



Land Title & Escrow Company
Of Skagit County
"We deliver results...not just promises"

Burlington Branch
111 East George Hopper Rd
P.O. Box 445
Burlington, WA 98233
(360) 707-2158
1-800-869-7121
Title Fax (360) 707-0460
Escrow (360) 707-2312
Escrow Fax (360) 707-2012

March 29, 2013

The City of Seattle
700 5th Avenue, Suite 3200, Room SMT3012
Seattle, WA 98124-9871

RE: Escrow No.: 145093-OE
Buyer: THE CITY OF SEATTLE, a municipal corporation
Seller: Mark B. Nihart and Miriam Amos Nihart
Property Address: 9884 Pandora Circle, Rockport, WA 98283

Dear Mr. Dave Barber, Real Estate Manager,

The closing of your purchase of the above noted property has now been completed. We are enclosing a copy of your final Closing Statement/HUD.

Your Original Deed and Policy of Title Insurance will be sent to you in the near future.

We appreciate having had this opportunity to be of service to you. If there should be any questions, or we can help you again in the future, please feel free to contact us.

Sincerely,
Land Title and Escrow

Karen Ashley,
LPO/Escrow Officer

enc.

RECEIPT NO. 24878

**Land Title and Escrow
P.O. Box 445 111 East George Hopper Road
Burlington, WA 98233
(360) 707-2312**

DATE: 3/28/2013

ESCROW NO. 145093-OE

TIME: 10:34AM

ESCROW OFFICER: Karen Ashley

Received From: THE CITY OF SEATTLE, a municipal corporation

THE SUM OF: *FIVE THOUSAND ONE HUNDRED TWENTY ONE AND 21/100 DOLLARS*
(\$5,121.21)

RECEIVED FOR: Initial
RECEIVED BY: Karen Ashley

COMMENTS:

Received After Hours

Buyer: THE CITY OF SEATTLE, a municipal corporation

Seller: Mark B. Nihart and Miriam Amos Nihart

Property: 9884 Pandora Circle, Rockport, WA 98283

Detail

Tender Type	Check Number	ABA Number		Amount
Check	4002156894	041203824	\$	5,121.21
Total			\$	5,121.21

Copy

When recorded return to:

The City of Seattle
700 5th Avenue, Suite 3200, Room SMT ~~3012~~ 3338
P.O. Box 34023
Seattle, WA 98124-9871



201303290051
Skagit County Auditor

3/29/2013 Page 1 of 1 8:52AM

Filed for Record at Request of
Land Title and Escrow
Escrow Number: 145093-OE

Grantor: Mark B. Nihart and Miriam Amos Nihart
Grantee: THE CITY OF SEATTLE, a municipal corporation

LAND TITLE OF SKAGIT COUNTY

Statutory Warranty Deed

THE GRANTOR MARK B. NIHART and MIRIAM AMOS NIHART, husband and wife for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION in hand paid, conveys and warrants to THE CITY OF SEATTLE, a municipal corporation of the State of Washington the following described real estate, situated in the County of Skagit, State of Washington:

Abbreviated Legal: Lot 43, Carefree Acres #1.

Lot 43, "CAREFREE ACRES, SUBDIVISION NO. 1, SKAGIT COUNTY, WASHINGTON," as per plat recorded in Volume 8 of Plats, page 62, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

Tax Parcel Number(s): 3870-000-043-0000, P63524

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. 145093-OE.

Dated March 20, 2013

Mark B. Nihart

Miriam Amos Nihart

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX
20131084
MAR 29 2013

STATE OF Washington }
COUNTY OF Shohomish } SS:

Amount Paid \$ 85.¹⁰
Skagit Co. Treasurer

I certify that I know or have satisfactory evidence that Mark B. Nihart and Miriam Amos Nihart, the person(s) who appeared before me, and said person(s) acknowledged that they signed this instrument and acknowledge it to be their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: March 27th, 2013

Elise Marie Barron

ELISE MARIE BARRON
STATE OF WASHINGTON
NOTARY PUBLIC
MY COMMISSION EXPIRES
10-17-15

Notary Public in and for the State of Washington
Residing at Bothell
My appointment expires: 10-17-15

Denise Krownbell

SCL 2014 Endangered Species Act Land Deed Acceptance ORD ATT G

July 1, 2014

Version #1



**LAND TITLE & ESCROW COMPANY
OF SKAGIT COUNTY**

111 E. George Hopper Road / P.O.Box 445
Burlington, WA 98233
Tel: (360) 707-2312 • Fax: (360) 707-2012

**ESCROW SETTLEMENT STATEMENT
Final**

Escrow Number: 145093-OE
Escrow Officer: Karen Ashley

Title Order Number: 145093-OE
Date: 03/29/2013 - 9:31:46AM
Closing Date: 03/29/2013

Buyer/Borrower: THE CITY OF SEATTLE, a municipal corporation

Seller: Mark B. Nihart and Miriam Amos Nihart

Property: 9884 Pandora Circle, Rockport, WA 98283

BUYER/BORROWER		DESCRIPTION	SELLER	
DEBITS	CREDITS		DEBITS	CREDITS
4,500.00		TOTAL CONSIDERATION		4,500.00
	5,121.21	Initial Deposit		
		Seller Proceeds	4,104.01	
		PRORATIONS/ADJUSTMENTS:		
13.62		Special Assessments & Fees @ 17.90 per 1 year(s) 3/29/2013 to 1/01/2014		13.62
		TITLE CHARGES		
270.00		Owner's Premium for 4,500.00: Land Title and Escrow		
22.14		Owner's Premium - Tax: for 4,500.00: Land Title and Escrow		
72.00		Deed Recording Fee: Land Title and Escrow		
		ESCROW CHARGES TO: Land Title and Escrow		
		Escrow Fee	225.00	
		Escrow Fee - Tax	18.45	
		UPS/Courier Fee	19.46	
		TAXES:		
		Property Tax to: Skagit County Treasurer Pay Full 2013 taxes #P63524	61.60	
		Excise Tax to: Skagit County Treasurer	85.10	
5,121.21	5,121.21	TOTALS	4,513.62	4,513.62

Denise Krownbell

SCL 2014 Endangered Species Act Land Deed Acceptance ORD ATT G

July 1, 2014

Version #1



**LAND TITLE & ESCROW COMPANY
OF SKAGIT COUNTY**

111 E. George Hopper Road / P.O.Box 445
Burlington, WA 98233
Tel: (360) 707-2312 • Fax: (360) 707-2012

**BUYER/BORROWER STATEMENT
Final**

Escrow Number: 145093-OE
Escrow Officer: Karen Ashley

Title Order Number: 145093-OE
Date: 03/29/2013 - 9:31:50AM
Closing Date: 03/29/2013

Buyer/Borrower: THE CITY OF SEATTLE, a municipal corporation

Seller: Mark B. Nihart and Miriam Amos Nihart

Property: 9884 Pandora Circle, Rockport, WA 98283

DESCRIPTION	DEBITS	CREDITS
TOTAL CONSIDERATION	4,500.00	
Initial Deposit		5,121.21
PRORATIONS/ADJUSTMENTS:		
Special Assessments & Fees @ 17.90 per 1 year(s) 3/29/2013 to 1/01/2014	13.62	
TITLE CHARGES		
Owner's Premium for 4,500.00: Land Title and Escrow	270.00	
Owner's Premium - Tax: for 4,500.00: Land Title and Escrow	22.14	
Deed Recording Fee: Land Title and Escrow	72.00	
ESCROW CHARGES TO: Land Title and Escrow		
Escrow Fee	225.00	
Escrow Fee - Tax	18.45	
TOTALS	5,121.21	5,121.21

Denise Krownbell

SCL 2014 Endangered Species Act Land Deed Acceptance ORD ATT H

July 1, 2014

Version #1

When recorded return to:

The City of Seattle
708 5th Avenue, Suite 3300
P.O. Box 34023, Real Estate Services, Room 3338
Seattle, WA 98124-9871



201302150110
Skagit County Auditor

2/15/2013 Page 1 of 4 12:36PM

Filed for Record at Request of
Land Title and Escrow
Escrow Number: 142575-OE

Grantor: Alma Scheer and Simmie Fontana
Grantee: CITY OF SEATTLE, a Washington Municipal Corporation

LAND TITLE OF SKAGIT COUNTY

142575-02

Statutory Warranty Deed

THE GRANTOR ALMA SCHEER, who also shows of record as ALMA R. FONTANA, and JAMES B. SCHEER, husband and wife; AND SIMMIE FONTANA, who also shows of record as SID F. FONTANA, and WENDY BALLEEN, husband and wife for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION in hand paid, conveys and warrants to THE CITY OF SEATTLE, a municipal corporation of the State of Washington the following described real estate, situated in the County of Skagit, State of Washington:

Abbreviated Legal: Ptn SE 1/4 Of NE 1/4 & Ptn Gov. Lot 9, 19-35-9 E W.M.

SEE ATTACHED EXHIBIT "A" HERETO FOR LEGAL DESCRIPTION

Tax Parcel Number(s): 350919-1-002-0302, P44520

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. 142575-OE.

Dated February 11, 2013

Alma Scheer
Alma Scheer

James B. Scheer
James B. Scheer

See page 2 for signature and notary
Acknowledgment of Simmie Fontana

Simmie Fontana

See page 2 for signature and notary
acknowledgment of Wendy Ballen

Wendy Ballen

2013 525
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

FEB 15 2013

Amount Paid \$ 1607.⁰⁰
By Skagit Co. Treasurer Deputy
NF

Simmie Fontana

SIMMIE FONTANA

Wendy Ballen

WENDY BALLEEN

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State of California
County of Santa Cruz

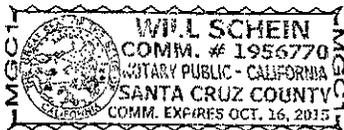
} ss.

On February 14, 2013 before me, Will Schein, Notary Public
, personally appeared

SIMMIE FONTANA AND WENDY BALLEEN

, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



[Signature]

(Seal)

PAGE 2 OF 4



201302150110
Skagit County Auditor

This page for use by California Notaries Public only.

State of California
County of San Mateo } ss.

On 02.14.13
Notary Public

before me, Enrique Leonardo Brime Alfonso
, personally appeared

ALMA SCHEER AND JAMES B. SCHEER

, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



[Signature] (Seal)
PAGE 3 OF 4



Denise Krownbell

SCL 2014 Endangered Species Act Land Deed Acceptance ORD ATT H

July 1, 2014

Version #1

EXHIBIT A

Schedule "A-1"

142575-O

DESCRIPTION:

That portion of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ and of Government Lot 9, Section 19, Township 35 North, Range 9 East, W.M., described as follows:

Beginning at a point on the West line of said subdivision which lies 255 feet North of the North line of the right of way of the Sauk Valley County Road;
thence East parallel with the South line of said subdivision 330 feet;
thence North parallel with the West line of said subdivision 800 feet, more or less, to the South line of the Skagit River;
thence West along said South line to the West line of said subdivision;
thence South along said West line to the point of beginning.

TOGETHER WITH an easement for ingress, egress and utilities over and across the West 60 feet of said subdivision lying immediately South of the above described tract and North of the right of way line of the Sauk Valley County Road.

Situate in the County of Skagit, State of Washington.

PAGE 4 OF 4



201302150110
Skagit County Auditor

2/15/2013 Page 4 of 4 12:36PM

SCL 2014 Endangered Species Act Land Deed Acceptance Ordinance ATT H

Denise Krownbell

SCL 2014 Endangered Species Act Land Deed Acceptance ORD ATT I

July 1, 2014

Version #1 Upon Recording, Please Return To:
Washington Recreation and Conservation Office
P.O. Box 40917
Olympia, WA 98504-0917
Attn: Marc Dubioski



201302150111
Skagit County Auditor

2/15/2013 Page 1 of 7 12:36PM

1

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

LAND TITLE OF SKAGIT COUNTY

142575-02

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 SE 1/4 of NE 1/4 and of Gov Lot 9, 19-35-9 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): P44520, Skagit County

Reference Numbers of Documents Assigned or Released: None.

The Grantor enters this Deed for and in consideration of monies coming in whole or in part from the Salmon Recovery Funding Board Account. Such grant is made pursuant to the Project Agreement entered into between the Grantor and the Grantee entitled Skagit Floodplain Habitat Acquisition Phase II, Project Number 09-1448A signed by the Grantor on the 3rd day of March.

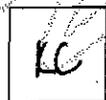
KC

2010 and the Grantee the 10th day of March, 2010 and supporting materials which are on file with the Grantor and the Grantee in connection with the Project Agreement.

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

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

Grantee's consent to an inconsistent use or property interest under this Deed shall be granted only to the extent permitted by law and upon the following three conditions, which ensure the substitution of other eligible land. The conditions are: (1) the substitute salmon recovery land must be of reasonably equivalent habitat qualities, characteristics and location for the salmon recovery purposes as the Real Property prior to any inconsistent use; (2) the substitute salmon recovery land must be of at least equal fair market value to the Real Property at the time of Grantee's consent to the inconsistent use; and (3) the fair market value of the Real Property at the time of the Grantee's consent to the inconsistent use shall not take into consideration any encumbrances imposed on or alterations made to that land as a result of the original



state grant and other grants if such encumbrances or alterations reduce the value of the Real Property from what it would be without them.

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

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

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

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

REMAINDER OF PAGE IS INTENTIONALLY BLANK; SIGNATURE PAGES FOLLOW



EXHIBIT A

Legal Description

That portion of the Southeast ¼ of the Northeast ¼ and of Government Lot 9, Section 19, Township 35 North, Range 9 East, W.M., described as follows:

Beginning at a point on the West line of said subdivision which lies 255 feet North of the North line of the right of way of the Sauk Valley County Road;
thence East parallel with the South line of said subdivision 330 feet;
thence North parallel with the West line of said subdivision 800 feet, more or less, to the South line of the Skagit River;
thence West along said South line to the West line of said subdivision;
thence South along said West line to the point of beginning.

TOGETHER WITH an easement for ingress, egress and utilities over and across the West 60 feet of said subdivision lying immediately South of the above described tract and North of the right of way line of the Sauk Valley County Road.

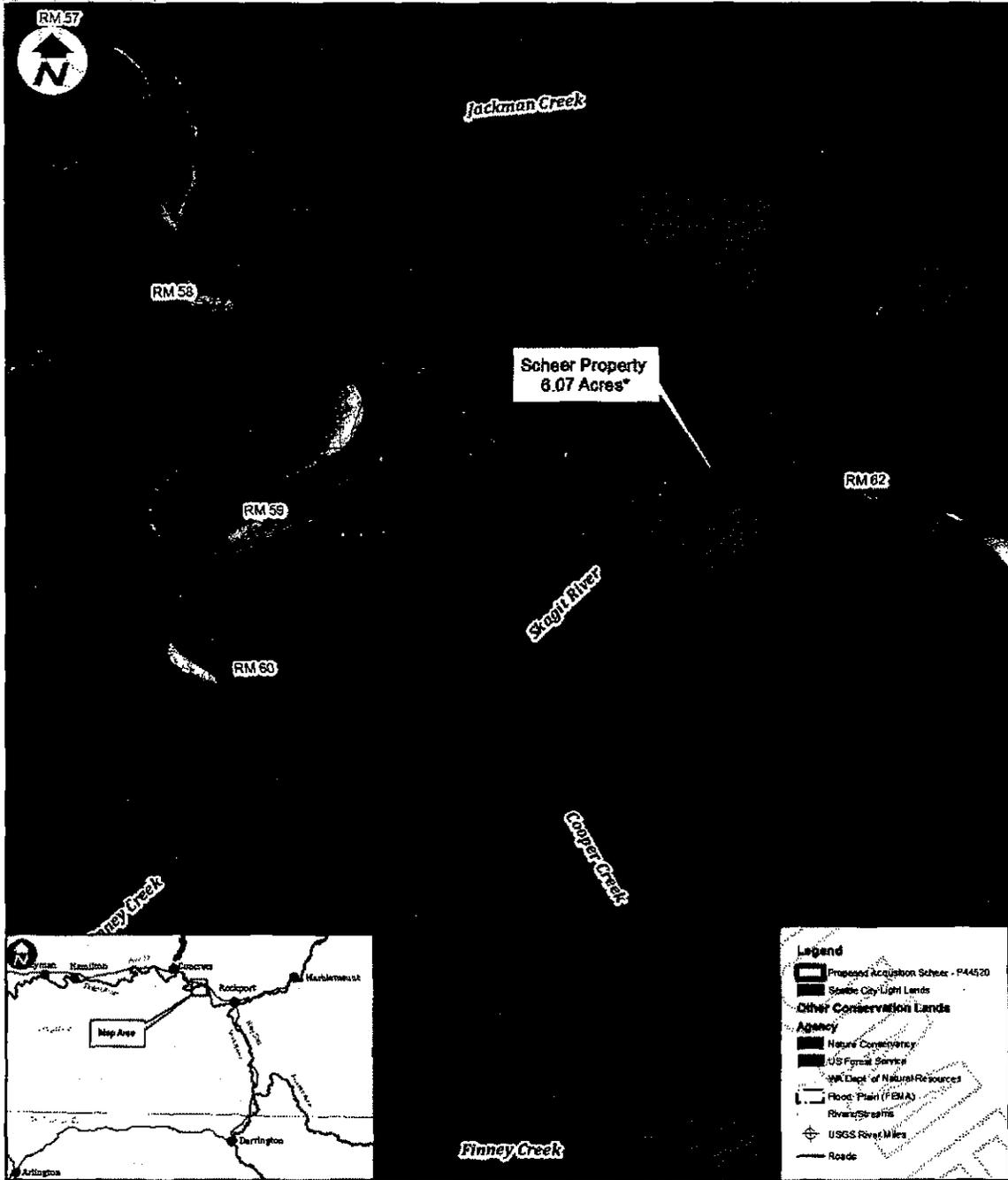
Situate in the County of Skagit, State of Washington.

KE



Exhibit B: Proposed Scheer Acquisition (P44520) Project #09-1448A

Section 19 Township 35 Range 09



Created December 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.

0.25 0.125 0 0.25 0.5 0.75 1 Mile

*Area from Skagit County Assessors

KC



201302150111
Skagit County Auditor

FISCAL NOTE FOR CAPITAL PROJECTS ONLY

Department:	Contact Person/Phone:	CBO Analyst/Phone:
Seattle City Light	Denise Krownbell/615-1127	Greg Shiring/386-4085

Legislation Title: AN ORDINANCE relating to the City Light Department; accepting statutory warranty deeds to the Fullerton property in King County, Washington, and the Fontana, Learned's Little Houses, LLC., Morgan, Nihart, and Scheer properties in Skagit County, Washington, for salmonid habitat protection purposes; declaring certain real property rights surplus to utility needs; ratifying the grants of Deeds of Right to the State of Washington on the Fontana, Learned, and Scheer properties for salmon recovery and conservation purposes; placing said lands under the jurisdiction of the City Light Department; and ratifying and confirming certain prior acts.

Summary and background of the Legislation: This legislation authorizes the General Manager and Chief Executive Officer to accept statutory warranty deeds to the aforementioned properties, and grant Deeds of Right for three of those properties to the Washington State Salmon Funding Recovery Board ("SRF Board") for habitat protection purposes. All of the properties were purchased as part of Seattle City Light (SCL)'s Endangered Species Act (ESA) Early Action Program under the authority of Ordinance 121114. Both the Program and Ordinance stated criteria by which the City committed to assist in threatened species recovery and these properties meet the criteria by protecting salmonid habitat. Funding for the property acquisitions included \$153,000 in SCL funds and \$189,000 from the SRF Board. This legislation places the acquired properties under the jurisdiction of the City Light Department. The funding for these acquisitions was already budgeted and does not require a new appropriation.

Project Name:	Project I.D.:	Project Location:	Start Date:	End Date:
Endangered Species Mitigation	6990	King and Skagit Counties	2000	2018

Please check any of the following that apply:

- This legislation creates, funds, or anticipates a new CIP Project.
- This legislation does not have any financial implications.
- This legislation has financial implications.

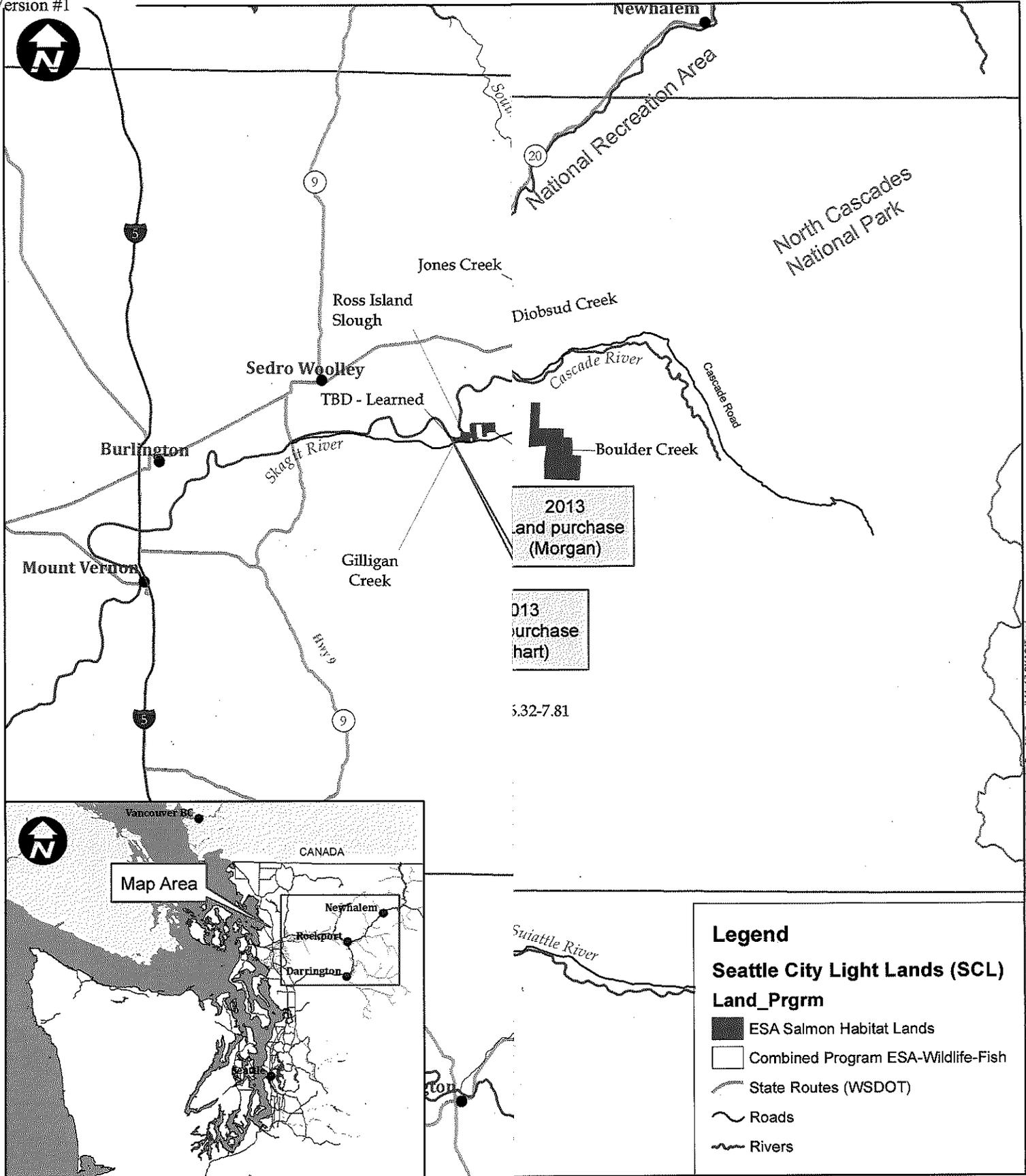
Other Implications:

- a) **Does the legislation have indirect financial implications, or long-term implications?**
 The properties will require monitoring to protect current habitat conditions. A land management plan was developed for the ESA Lands and funding has been set aside for both management and monitoring of these properties. Grant funds are pursued as needed to maintain or improve habitat conditions.

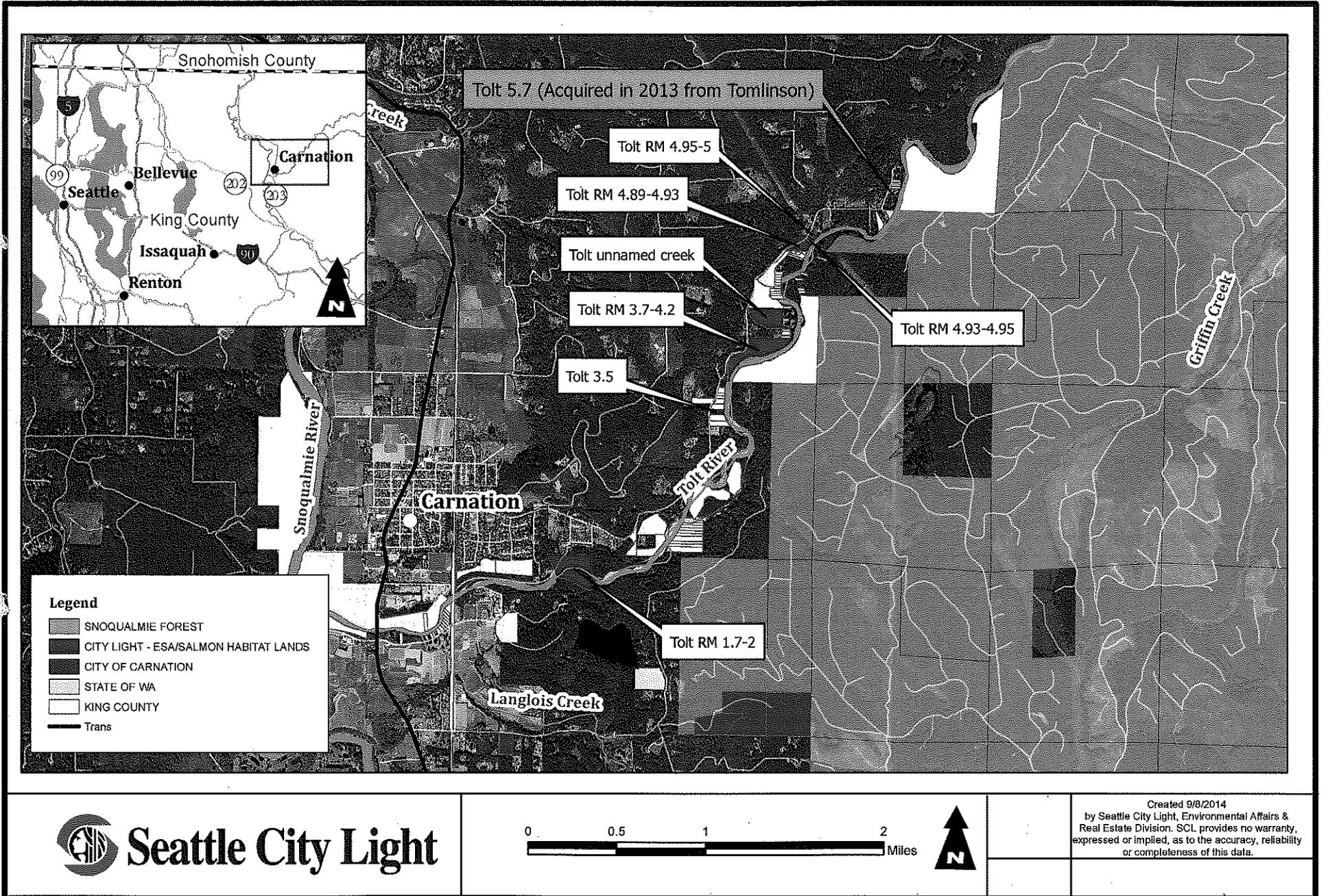
- b) What is the financial cost of not implementing the legislation?**
SCL would be out of compliance with the terms of the signed grant with the Salmon Recovery Funding Board. This may ultimately result in a loss of the award for the properties and subject SCL to funding the purchase of the properties with other resources, including but not limited to ratepayer funds.
- c) Does this legislation affect any departments besides the originating department?**
N/A
- d) What are the possible alternatives to the legislation that could achieve the same or similar objectives?**
No other alternatives are known at this time.
- e) Is a public hearing required for this legislation?**
Yes, a public hearing is held concurrent with Council hearing on the Ordinance.
- f) Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required for this legislation?**
N/A
- g) Does this legislation affect a piece of property?**
It accepts deeds to the properties and authorizes the granting of Deeds of Right to the State of Washington for five of those properties. The maps are attached to this fiscal note, see below.
- h) Other Issues:**
N/A

List attachments to the fiscal note below:

Attachments A and B: Maps



Document Path: C:\POOL\PRIVATE\AD\GIS\Projects_GIS\DC\City Council\2014_Aug9_ESA_Lands_For City Council\11x17 SKAGIT.mxd





City of Seattle
Edward B. Murray
Mayor

October 28, 2014

Honorable Tim Burgess
President
Seattle City Council
City Hall, 2nd Floor

Dear Council President Burgess:

I am pleased to transmit the attached proposed Council Bill which would authorize Seattle City Light (SCL) to accept statutory warranty deeds to one property in King County and five properties in Skagit County, Washington, for salmonid habitat protection purposes. These properties were purchased in 2013 pursuant to the authority of Ordinance 121114. The Bill also authorizes the granting of Deeds of Right to the State of Washington for three properties to fulfill Salmon Recovery Funding Board grant requirements. Passage of this legislation will further demonstrate the City of Seattle's commitment through the Endangered Species Act program to salmon recovery and habitat preservation for the benefit of its citizens and future generations.

In total, SCL purchased one half acre in the Tolt watershed and 32 acres in the Skagit watershed with \$153,000 in SCL funds and \$189,000 in grant funds from the Salmon Recovery Funding Board. Each of these purchases has allowed the City of Seattle to protect important areas for chinook and steelhead spawning in the Skagit and Tolt watersheds. The Scheer and Fontana purchases will protect nearly 800 feet of Skagit River frontage and these purchases are adjacent to a U.S. Forest Service property that together protect over a mile of Skagit River frontage, providing spawning habitat for multiple salmonid species. The Fullerton purchase will protect one half acre of forested land along the Tolt River in a corridor of active acquisitions by SCL and King County to protect a productive chinook spawning area. The remaining three properties support the Puget Sound Chinook Recovery Plan's goal of protecting chinook spawning areas through key acquisitions.

Thank you for your consideration of this legislation. Should you have questions, please contact Michael Jones at 684-3242.

Sincerely,

Edward B. Murray
Mayor of Seattle

cc: Honorable Members of the Seattle City Council