

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL 118048

AN ORDINANCE relating to the City Light Department; accepting statutory warranty deeds to the Failla, Kuo, and Morgan/Wall properties in Snohomish County, Washington, and the Cunningham, Hylback, Kuno, Poeschel, and Stein properties in Skagit County, Washington, and the Burk property in King County, Washington, for salmonid habitat protection purposes; ratifying the grants of Deeds of Right to the State of Washington on the Dow, Hylback, Kuno, Kuo, Miller, Morgan/Wall, and Poeschel properties for salmon recovery and conservation purposes; placing said lands under the jurisdiction of the City Light Department; and ratifying and confirming certain prior acts.

WHEREAS, Ordinance 121114 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 the Cunningham, Failla, Hylback, Kuno, Kuo, Morgan/Wall, Poeschel, and Stein properties in the Skagit River watershed and the Burk property in the Tolt watershed; and

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

WHEREAS, City Light's purchase of the Kuno property was counted as match towards the SRFB grants used for purchases under this program in 2012; and

WHEREAS, the SRFB Grants required City Light to convey Deeds of Right to the State of Washington, which includes conditions for purposes of salmon recovery and conservation under which properties purchased with grant funds may be used or sold;
NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. The Statutory Warranty Deed executed by Michael D. Burk on February 28, 2012, as Grantor, recorded under King County Auditor's File Number 20120228001136, a copy



1 of which is included as Attachment A, conveying approximately 1.6 acres located along the Tolt
2 River to The City of Seattle, is hereby accepted; and the real property conveyed therein is placed
3 under the jurisdiction of the City Light Department.

4 Section 2. The Statutory Warranty Deed executed by Robert N. Cunningham and
5 Elizabeth A. Cunningham on June 1, 2012, as Grantor, recorded under Skagit County Auditor's
6 File Number 201206060089, a copy of which is included as Attachment B, conveying
7 approximately 0.5 acres located along the Skagit River to The City of Seattle, is hereby accepted;
8 and the real property conveyed therein is placed under the jurisdiction of the City Light
9 Department.
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11 Section 3. The Deed of Right executed by the City Light Department for the Dow
12 property on February 5, 2013, as Grantor, recorded under Snohomish County Auditor's File
13 Number 201302140394; a copy of which is included as Attachment C, is hereby ratified in
14 fulfillment of SRFB Grants, Project Number 09-1448A and 11-1683C.
15

16 Section 4. The Statutory Warranty Deed executed by Michael Failla on December 26,
17 2012, as Grantor, recorded under Snohomish County Auditor's File Number 201301020218, a
18 copy of which is included as Attachment D, conveying approximately 9.6 acres located along the
19 Sauk River to The City of Seattle, is hereby accepted; and the real property conveyed therein is
20 placed under the jurisdiction of the City Light Department.
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22 Section 5. The Statutory Warranty Deed executed by Joel Hylback on December 4, 2012,
23 as Grantor, recorded under Skagit County Auditor's File Number 201212110078, a copy of
24 which is included as Attachment E, conveying approximately 4.5 acres located along the Skagit
25 River to The City of Seattle, is hereby accepted; the real property conveyed therein is placed
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1 under the jurisdiction of the City Light Department; and the Deed of Right executed by the City
2 Light Department on December 4, 2012, as Grantor, recorded under Skagit County Auditor's
3 File Number 201212110079, a copy of which is included as Attachment F, is hereby ratified in
4 fulfillment of SRFB Grant, Project Number 09-1448A.

5 Section 6. The Statutory Warranty Deed executed by Nancy L. Kuno on November 30,
6 2012, as Grantor, recorded under Skagit County Auditor's File Number 201212050035, a copy
7 of which is included as Attachment G, conveying approximately 20.5 acres located along
8 Diobsud Creek, a tributary to the Skagit River, to The City of Seattle, is hereby accepted; the
9 real property conveyed therein is placed under the jurisdiction of the City Light Department; and
10 the Deed of Right executed by the City Light Department on December 4, 2012, as Grantor,
11 recorded under Skagit County Auditor's File Number 201212050036, a copy of which is
12 included as Attachment H, is hereby ratified in fulfillment of SREB Grant, Project Number 11-
13 1683C.

14 Section 7. The Statutory Warranty Deed executed by Victoria Bahr and Leisha Nebel
15 Taylor, cotrustees of the Alexis A. Kuo Living Trust on January 31, 2012, as Grantor, recorded
16 under Snohomish County Auditor's File Number 201202070725, a copy of which is included as
17 Attachment I, conveying approximately 2 acres located along the Sauk River to The City of
18 Seattle is hereby accepted; the real property conveyed therein is placed under the jurisdiction of
19 the City Light Department; and the Deed of Right executed by the City Light Department on
20 January 26, 2012, as Grantor, recorded under Snohomish County Auditor's File Number
21 201202070726, a copy of which is included as Attachment J, is hereby ratified in fulfillment of
22 SRFB Grant, Project Number 10-1769A.



1 Section 8. The Deed of Right executed by the City Light Department for the Miller
2 property on February 5, 2013, as Grantor, recorded under Snohomish County Auditor's File
3 Number 201302140393, a copy of which is included as Attachment K, is hereby ratified in
4 fulfillment of SRFB Grant, Project Number 11-1683C.

5 Section 9. The Statutory Warranty Deed executed by Harry C. Morgan, Lesley Morgan,
6 and Janet M. Wall, on August 30, 2012, as Grantor, recorded under Snohomish County Auditor's
7 File Number 201210300491, a copy of which is included as Attachment L, conveying
8 approximately 7.5 acres located along the Sauk River to The City of Seattle, is hereby accepted;
9 and the Deed of Right executed by the City Light Department on June 18, 2012, as Grantor,
10 recorded under Snohomish County Auditor's File Number 201210300492, a copy of which is
11 included as Attachment M, is hereby ratified in fulfillment of SRFB Grants, Project Number 10-
12 1769A and 11-1683C; and the real property conveyed therein is placed under the jurisdiction of
13 the City Light Department.
14

15 Section 10. The Statutory Warranty Deed executed by Peter Joseph Poeschel on February
16 1, 2012, as Grantor, recorded under Skagit County Auditor's File Number 201202060032, a
17 copy of which is included as Attachment N, conveying approximately 40 acres located along the
18 Sauk River to The City of Seattle, is hereby accepted; the real property conveyed therein is
19 placed under the jurisdiction of the City Light Department; and the Deed of Right executed by
20 the City Light Department on December 13, 2011, as Grantor, recorded under Skagit County
21 Auditor's File Number 201202060033, a copy of which is included as Attachment O, is hereby
22 ratified in fulfillment of SRFB Grant, Project Number 10-1769A.
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1 Section 11. The Statutory Warranty Deed executed by Nathan Chad Stein on
2 April 30, 2012, as Grantor, recorded under Skagit County Auditor's File Number 201205110123,
3 a copy of which is included as Attachment P, conveying approximately 0.91 acres located along
4 the Skagit River to The City of Seattle, is hereby accepted; and the real property conveyed
5 therein is placed under the jurisdiction of the City Light Department.

6 Section 12. Any act pursuant to the authority and prior to the effective date of this
7 ordinance is hereby ratified and confirmed.
8

9 Section 13. This ordinance shall take effect and be in force 30 days after its approval by
10 the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it
11 shall take effect as provided by Seattle Municipal Code Section 1.04.020.
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Passed by the City Council the ____ day of _____, 2014,
and signed by me in open session in authentication of its passage this
____ day of _____, 2014.

President _____ of the City Council

Approved by me this ____ day of _____, 2014.

Edward B. Murray, Mayor

Filed by me this ____ day of _____, 2014.

Monica Martinez Simmons, City Clerk

(Seal)

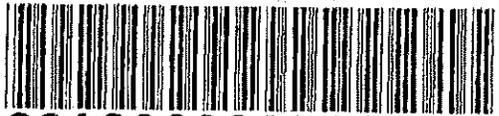


ATTACHMENTS

SCL ESA Lands 2013 Deed Acceptance ORD
SCL ESA Lands 2013 Deed Acceptance ORD Att A
SCL ESA Lands 2013 Deed Acceptance ORD Att B
SCL ESA Lands 2013 Deed Acceptance ORD Att C
SCL ESA Lands 2013 Deed Acceptance ORD Att D
SCL ESA Lands 2013 Deed Acceptance ORD Att E
SCL ESA Lands 2013 Deed Acceptance ORD Att F
SCL ESA Lands 2013 Deed Acceptance ORD Att G&H
SCL ESA Lands 2013 Deed Acceptance ORD Att I
SCL ESA Lands 2013 Deed Acceptance ORD Att J
SCL ESA Lands 2013 Deed Acceptance ORD Att K
SCL ESA Lands 2013 Deed Acceptance ORD Att L
SCL ESA Lands 2013 Deed Acceptance ORD Att M
SCL ESA Lands 2013 Deed Acceptance ORD Att N
SCL ESA Lands 2013 Deed Acceptance ORD Att O
SCL ESA Lands 2013 Deed Acceptance ORD Att P
SCL ESA Lands 2013 Deed Acceptance FISC
SCL ESA Lands 2013 Deed Acceptance FISC Att 1
SCL ESA Lands 2013 Deed Acceptance FISC Att 2
SCL ESA Lands 2013 Deed Acceptance LegMOTTrans
SCL ESA Lands 2013 Deed Acceptance LegMayor Letter



Denise Krownbell
SCL ESA Lands 2013 Deed Acceptance ORD ATT A
April 17, 2013
Version # 1
(5) 1025324
STEWART TITLE



20120228001136

STEWART TITLE WD 116.00
PAGE-001 OF 005
02/28/2012 12:51
KING COUNTY, WA

AFTER RECORDING MAIL TO:

Name THE CITY OF SEATTLE
700 5TH AVENUE, SUITE 3300/P.O. BOX 34023
Address REAL ESTATE SERVICES, ROOM 3012

City/State SEATTLE, WA 98124-9871

Document Title(s): (or transactions contained therein)
1. STATUTORY WARRANTY DEED
3. _____

E2531654
02/28/2012 12:50
KING COUNTY, WA
TAX \$1,429.00
SALE \$80,000.00

PAGE-001 OF 001

Reference Number(s) of Documents assigned or released:

-Additional numbers on page _____ of document

Grantor(s): (Last name first, then first name and initials)
1. BURK, MICHAEL D. 2. _____
3. _____ 4. _____
-Additional names on page _____ of document

Grantee(s): (Last name first, then first name and initials)
1. THE CITY OF SEATTLE 2. _____
3. _____ 4. _____
-Additional names on page _____ of document

Legal Description:
(Abbreviated: i.e. lot, block, plat or section, township, range)

SEC 14, TOWN 25, RANGE 7 NE 1/4 OF NW 1/4,
RECORDED IN KING COUNTY, WASHINGTON

Additional legal description is on page 2 of document

Assessor's Property Tax Parcel/Account Number(s): 142507-9026

Please Note: The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the Indexing information provided herein.

"I am signing below and paying an additional \$50 recording fee (as provided in RCW 36.18.010 and referred to as an emergency non-standard document), because this document does not meet margin and formatting requirements. Furthermore, I hereby understand that the recording process may cover up or otherwise obscure some part of the text of the original document as a result of this request."

Karen Ashley Signature of Requesting Party

Note to submitter: Do not sign above nor pay additional \$50 fee if the document meets margin/formatting requirements.



The City of Seattle
200 5th Avenue, Suite 3300/P.O. Box 34023
SCL Title Services, Arcadia, CA 91709
April 17, 2013
Version # 1
Seattle, WA 98124-9871

Filed for Record at Request of
Land Title and Escrow
Escrow Number: 19237-OE1

Grantor: Micheal D. Burk
Grantee: THE CITY OF SEATTLE, a municipal corporation of the State of Washington

Statutory Warranty Deed

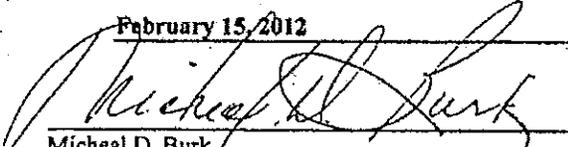
THE GRANTOR MICHEAL D. BURK, a married man, as his separate estate for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION in hand paid, conveys and warrants to THE CITY OF SEATTLE, a municipal corporation of the State of Washington the following described real estate, situated in the County of King, State of Washington:

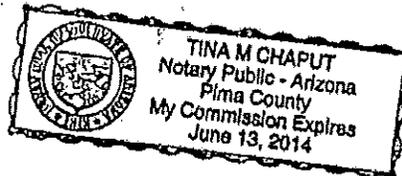
Abbreviated Legal: Sec 14, Town 25, Range 7 NE ¼ of NW ¼, recorded in King County, Washington.

SEE ATTACHED EXHIBIT "A" HERETO FOR LEGAL DESCRIPTION

Tax Parcel Number(s): 142507-9026

Subject to all covenants, conditions, restrictions, reservations, agreements and easements of record including, but not limited to, those shown on Schedule "B" of Stewart Title Guaranty Company's Preliminary Commitment No. 1025324 see attached Exhibit "B".

February 15, 2012

Micheal D. Burk



STATE OF California Arizona }
COUNTY OF Pima } SS:

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

Dated: February 2012


Notary Public in and for the State of California Arizona
Residing at _____
My appointment expires: June 13, 2014

BANK OF AMERICA, N.A.
RANCHO VISTOSO
12132 N. RANCHO VISTOSO BLVD.
ORO VALLEY, AZ 85737-1749



Exhibit A
LEGAL DESCRIPTION

File Number: 1025324

The South half of the North half of the South half of Government Lot 2, Section 14, Township
25 North, Range 7 East, W.M. in King County, Washington;

Except that portion lying West of the East line of Tolt River Road N.E.;

Situate in the County of King, State of Washington



**COMMITMENT FOR TITLE INSURANCE
SCHEDULE B
Part I**

EXHIBIT "B" SPECIAL EXCEPTIONS

1. ~~Payment of Real Estate Excise Tax, if required.~~

~~The property described herein is situated within the boundaries of local taxing authority of unincorporated King County.~~

2. ~~Present Rate of Real Estate Excise Tax as of the date herein is 1.78% and the levy code is 6407.~~

3. ~~2012 Property Taxes became a Lien January 1, 2012. They are not yet ascertainable or payable until February 15, 2012.~~

~~Levy Code: 6407
Tax Account No.: 142507-9026-09
Land: \$87,000.00
Improvements: \$ 0~~

~~Note: Taxes and Charges for 2011 were paid in full in the amount of \$1,100.20.~~

~~Note: King County Treasurer, 500 4th Avenue, 6th Floor Admin. Bldg., Seattle, WA
98104 (206) 296-7300
Web Address: <http://webapp.metroke.gov/ke-taxinfo/>~~

4. Liability for sewer treatment capacity charges that may be assessed but not disclosed in the public records. Please contact the King County Capacity Charge Department for further information at 206-296-1450.
5. Upon examination it has been determined that the subject property does not meet the underwriting qualifications to receive the coverage provided in the ALTA Homeowner's Policy of Title Insurance for a one- to four-family residence. The coverage provided for the subject property will be the Standard ALTA Owner's Policy. The Policy and any applicable endorsements will be issued at the filed rate.
6. Reservation of all coal, oil, gas and mineral rights, and rights to explore for the same contained in deed from Weyerhaeuser Timber Co., a Washington Corporation.
Recorded: June 5, 1953
Recording No.: 4351659

NOTE: No examination has been made to determine the present record owner of the above minerals, or mineral lands and appurtenant rights thereto, or to determine matters which made affect the lands or rights so reserved.



7. Easement and the terms and conditions thereof:
Grantee: King County
Purpose: river protection
Affects: refer to said instrument for the exact location.
Recorded: May 18, 1960
Recording No.: 5162814
8. Rights of the State of Washington in and to that portion of the premises, if any, lying below the line of ordinary high tide or ordinary high water of the Tolt River as said line exists today or may have existed in the past.
9. Any prohibition or limitation on the use, occupancy, or improvements of the land resulting from the rights of the public or riparian owners to use any waters which may cover the land or to use any portion of the land which is now or may formerly have been covered by water.
10. Any question that may arise due to the shifting or change in the course of the Tolt River or due to the Tolt River having shifted or changed its course.

END OF SPECIAL EXCEPTIONS



When recorded return to:

Mr. David L. Barber, Manager
P.O. Box 34023
Seattle, WA 98124-4024



201206060089
Skagit County Auditor

6/6/2012 Page 1 of 2 3:28PM

Filed for Record at Request of
Land Title and Escrow
Escrow Number: 140534-OE

Grantor: Robert N. Cunningham and Elizabeth A. Cunningham
Grantee: THE CITY OF SEATTLE, a municipal corporation of the State of Washington

LAND TITLE OF SKAGIT COUNTY

140534-OE

Statutory Warranty Deed

THE GRANTOR ROBERT N. CUNNINGHAM and ELIZABETH A. CUNNINGHAM, 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 3, Carefree Acres Sub. No. 1.

SEE ATTACHED EXHIBIT "A" HERETO FOR LEGAL DESCRIPTION

Tax Parcel Number(s): 3870-000-003-0008, P63485

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. 140534-OE.

Dated June 1, 2012

Robert N. Cunningham

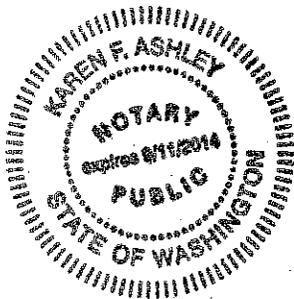
Elizabeth A. Cunningham

STATE OF Washington }
COUNTY OF Skagit } SS:

I certify that I know or have satisfactory evidence that Robert N. Cunningham and Elizabeth A. Cunningham 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: June 4, 2012

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



SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

20121640

JUN 06 2012

Amount Paid \$ 272.⁰⁰
Skagit Co. Treasurer
By Deputy



EXHIBIT A

Lot 3, "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.



201206060089
Skagit County Auditor

LPB 11-05(i-f)
Page 2 of 2

6/6/2012 Page 2 of 2 3:28PM

Attachment B to SCL ESA Lands 2013 Deed Acceptance ORD



Denise Krownbell
SCL ESA Lands 2013 Deed Acceptance ORD ATT C
April 17, 2013
Version # 1

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



201302140394 7 PGS
02/14/2013 12:47pm \$78.00
SNOHOMISH COUNTY, WASHINGTON

**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: That portion of the S 1/2 of the N 1/2 of the NE 1/4 of Sec. 25, Twnshp 32 N,
R9E, recorded in Snohomish County, Washington. Situated in the County of Snohomish, State of
Washington (More particularly described in Exhibit "A" (Legal Description), and as depicted in
Exhibit "B" (Property Map)),

Assessor's Property Tax Parcel Number(s): 32092500100500; Snohomish 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.

Page 1 of 7



2010 and the Grantee the 10th day of March, 2010 and Project Agreement 11-1683C titled Skagit Tier 1 & Tier 2 Floodplain Acquisition II 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.

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 floodplain habitat and wetlands. 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

KE

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

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

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

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

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

REMAINDER OF PAGE IS INTENTIONALLY BLANK. SIGNATURE PAGES FOLLOW

GRANTOR:

City of Seattle acting by and through Seattle City Light Department

By: *Lynn Best*

Name: Lynn Best

Title: Environmental Affairs and Real Estate Division Director

Dated this 5 day of February, 2013

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: February 5, 2013

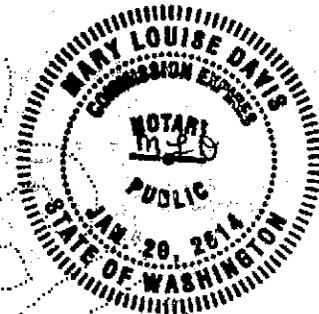
Signed: *Mary Louise Davis*

Printed Name: Mary Louise Davis

Notary Public in and for the State of Washington,

residing in Edmonds, WA.

My commission expires January 20, 2014



REMAINDER OF PAGE IS INTENTIONALLY BLANK; ADDITIONAL SIGNATURE PAGE FOLLOWS

ke



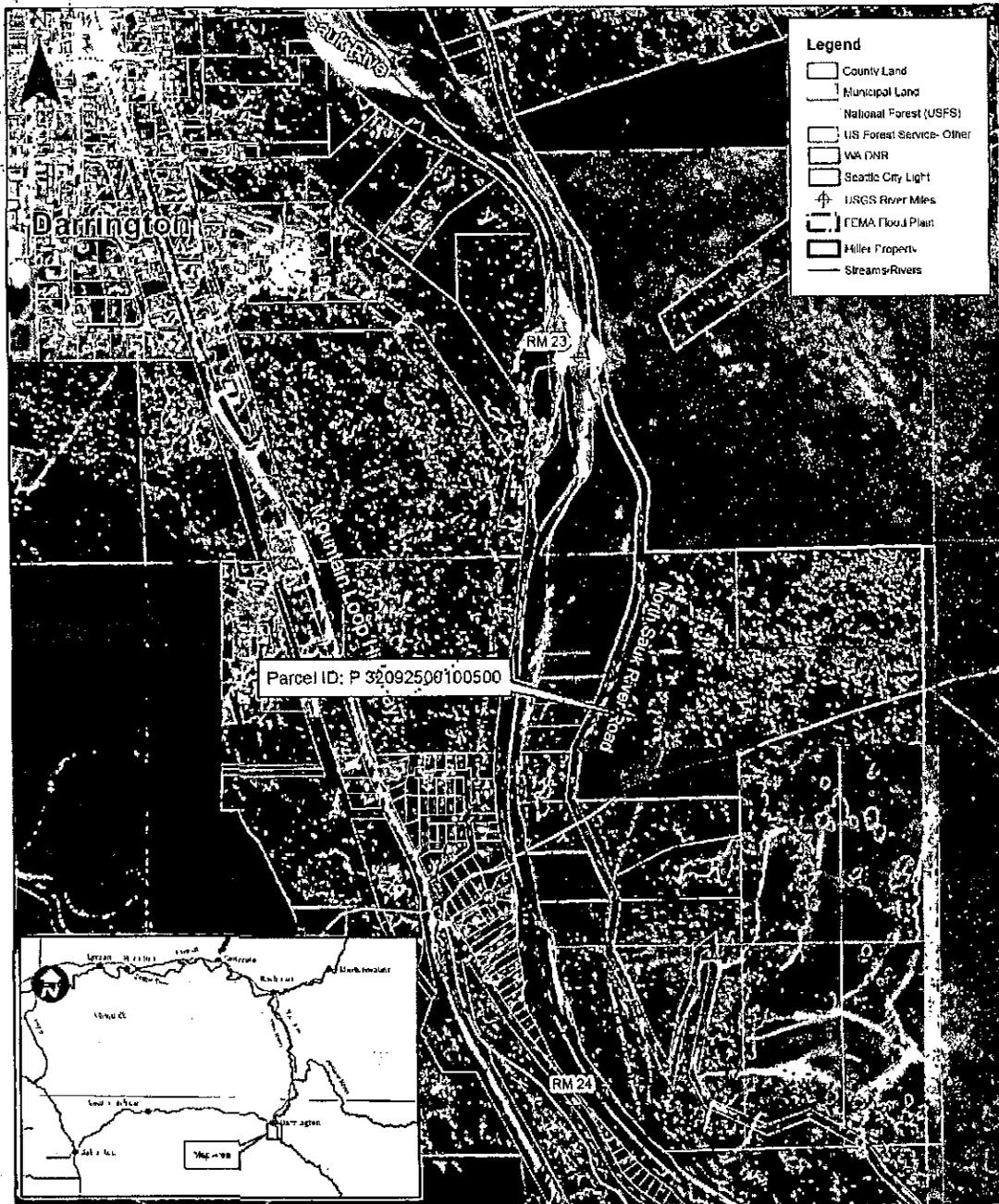
EXHIBIT A
Legal Description

That portion of the South half of the North half of the Northeast Quarter of Section 25, Township 32 North, Range 9 East, W. M. lying Easterly of the County Road.

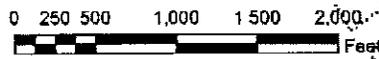
Situate in the County of Snohomish, State of Washington.

KC

Exhibit B: Proposed Dow Acquisition (P 32092500100500)
Project # 09-1448A and Project 11-1683C



Created January 31, 2013 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



2,675.80

1015340

When recorded return to:

The City of Seattle
700 5th Avenue, Suite 3200, Room SMT3012,
P.O. Box 34023
Seattle, WA 98124-9871

201301020218 2 PGS
01/02/2013 9:44am \$73.00
SNOHOMISH COUNTY, WASHINGTON

Filed for Record at Request of
Land Title and Escrow
Escrow Number: 19774-OE1

No. 6974487 1/2/2013 9:42 AM
Thank you for your payment.
PFI

Grantor: Michael Failla
Grantee: THE CITY OF SEATTLE, a municipal corporation

OLD REPUBLIC TITLE
07-106592
73/2
Statutory Warranty Deed

THE GRANTOR Michael Failla, as a separate estate (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 Snohomish, State of Washington:

Abbreviated Legal: Portion of Government Lot 2 of Section 7, Township 32 North, Range 10 East, W.M. Snohomish County, Washington.

SEE ATTACHED EXHIBIT "A" HERETO FOR LEGAL DESCRIPTION

Tax Parcel Number(s): 321007-002-005-00

Subject to all covenants, conditions, restrictions, reservations, agreements and easements of record including, but not limited to, those shown on Schedule "B-II", paragraphs 9, 10, 13 through 17, of Old Republic National Title Insurance Company's Preliminary Commitment No. 5207106592-5.

Dated December 26, 2012

Michael Failla
Michael Failla

STATE OF Washington
COUNTY OF King } SS:

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

Dated: December 2012

Marc A. Boyd

MARC A. BOYD
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
NOVEMBER 29, 2014

Notary Public in and for the State of Washington
Residing at Seattle
My appointment expires: 11-29-14





201212110078
Skagit County Auditor

12/11/2012 Page 1 of 2 4:16PM

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: 143337-OE

Grantor: **Joel Hylback**

Grantee: **THE CITY OF SEATTLE**, a municipal corporation of the State of Washington

Statutory Warranty Deed

THE GRANTOR JOEL HYLBACK, 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 Washington Municipal Corporation the following described real estate, situated in the County of Skagit, State of Washington:

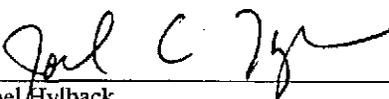
Abbreviated Legal: **Ptn Gov Lots 5&6, 22-35-10 E.W.M.**

SEE ATTACHED EXHIBIT "A" HERETO FOR LEGAL DESCRIPTION

Tax Parcel Number(s): **351022-0-017-0101, p45435**

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. 143337-OE.

Dated December 4, 2012



Joel Hylback

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

20123942
DEC 11 2012

Amount Paid \$ 539.00
Skagit Co. Treasurer
By MB Deputy

STATE OF Washington }
COUNTY OF Skagit } SS:

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

Dated: December 11th 2012



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

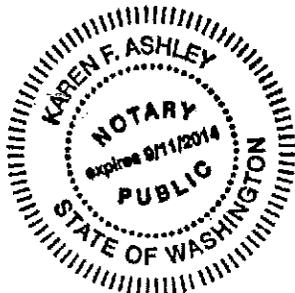


EXHIBIT A

ORDER NO. : 5207106592-5

LEGAL DESCRIPTION EXHIBIT

The land referred to is situated in the unincorporated area of the County of Snohomish, State of Washington, and is described as follows:

The North half of the Northwest quarter of the Northeast quarter of Government Lot 2 of Section 7, Township 32 North, Range 10 East, W.M., in Snohomish County, Washington;

TOGETHER WITH the South half of the Northwest quarter of the Northeast quarter of said Government Lot 2;

TOGETHER WITH the West half of the Northeast quarter of the Northeast quarter of said Government Lot 2;

TOGETHER WITH the Northwest quarter of the Southwest quarter of the Northeast quarter of said Government Lot 2;

TOGETHER WITH the North half of the Northeast quarter of the Northwest quarter of said Government Lot 2;

TOGETHER WITH the South half of the Northeast quarter of the Northwest quarter of said Government Lot 2;

TOGETHER WITH the north half of the Southeast quarter of the Northwest quarter of said Government Lot 2;

TOGETHER WITH the Southwest quarter of the Southeast quarter of the Northwest quarter of said Government Lot 2;

TOGETHER WITH the East half of the Southwest quarter of the Northwest quarter of said Government Lot 2;

AND TOGETHER WITH the Northeast quarter of the Northwest quarter of the Southwest quarter of said Government Lot 2, as pursuant to Affidavit of Short Subdivision Exemption, as recorded under Recording No. 200209260675, records of Snohomish County, Washington.

SITUATE in the County of Snohomish, State of Washington

ABBREVIATED LEGAL

Portion of Government Lot 2 of Section 7, Township 32 North, Range 10 East, W.M., Snohomish County, Washington

Tax Account No. 321007-002-005-00



EXHIBIT A

Schedule "A-1"

143337-OE

DESCRIPTION:

A portion of that certain tract of land located in Government Lots 5 and 6 of Section 22, Township 35 North, Range 10 East, W.M., as described and recorded in the Auditor's Office, Skagit County, Washington under Auditor's File No. 729123.

Said portion being all of the above referenced tract lying Southerly and Westerly of the following described line:

Beginning at a point lying 107.50 feet North and 2510.57 feet West of the Southeast corner of said Section 22, (East line of said Section bears North 1°18'04" East);
thence North 38°10' West to the Skagit River;
thence South 38°10' East on a line projected through said point, to the South line of said Section 22,

EXCEPT that portion lying Southerly and Westerly of the following described line:

Beginning at a point lying 107.50 feet North and 2851.86 feet West of said Southeast corner of Section 22;
thence North 34°25' West to the Skagit River;
thence South 34°25' East on a line projected through said point, to the South line of said Section 22.

TOGETHER WITH a 60 foot wide roadway easement for ingress and egress lying 30 feet on each side of the following described centerline:

Beginning at a point lying 107.50 feet North and 2510.57 feet West of said Southeast corner of Section 22, said point lying on the Northeasterly line of the above described property;
thence East 194.91 feet;
thence South 84°48'32" East 211.50 feet to a point on the Westerly line of a strip of land 50 feet in width conveyed to Skagit County for roadway as recorded under Auditor's File No. 662532.

Situate in the County of Skagit, State of Washington.



201212110078
Skagit County Auditor

LPB 11-05(i-1)
Page 2 of 2



Denise Krownbell
SCL ESA Lands 2013 Deed Acceptance ORD ATT F
April 17, 2013
Version # 1

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

LAND TITLE OF SKAGIT COUNTY

143537-02



201212110079
Skagit County Auditor

12/11/2012 Page 1 of 7 4:16PM

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 Gov Lots 5& 6, 22-35-10 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): P45435, 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 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

Attachment F to SCL ESA Lands 2013 Deed Acceptance ORD

Page 1 of 7

10

2013
CITY
CLERK

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 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.

Attachment F to SCL ESA Lands 2013 Deed Acceptance ORD

Page 2 of 7



201212110079
Skagit County Auditor

12/11/2012 Page 2 of 7 4:16PM



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.

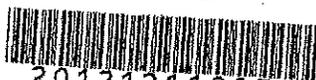
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SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

DEC 11 2012

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

Attachment F to SCL ESA Lands 2013 Deed Acceptance ORD



201212110079
Skagit County Auditor



GRANTOR:

City of Seattle acting by and through Seattle City Light Department

By: Lynn Best

Name: Lynn Best

Title: Environmental Affairs and Real Estate Division Director

Dated this 9 day of December, 2012.

STATE OF WASHINGTON)

COUNTY OF KING)

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

Dated: December 4th, 2012

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 January 20, 2014



REMAINDER OF PAGE IS INTENTIONALLY BLANK; ADDITIONAL SIGNATURE PAGE FOLLOWS

Attachment F to SCL-ESA Lands 2013 Deed Acceptance ORD



201212110079
Skagit County Auditor



GRANTEE:

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

By: Kaleen Cotttingham

Name: Kaleen Cotttingham

Title: Director

Dated this 29th day of November, 2012

STATE OF WASHINGTON)
COUNTY OF Thurston) ss

I certify that I know or have satisfactory evidence that Kaleen Cotttingham 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: 11/29/12

Signed: Leslie Ann Frank

Notary Public in and for the State of Washington,

residing in Thurston County

My commission expires 7-9-13



EXHIBIT A
Legal Description

A portion of that certain tract of land located in Government Lots 5 and 6 of Section 22, Township 35 North, Range 10 East, W.M., as described and recorded in the Auditor's Office, Skagit County, Washington under Auditor's File No. 729123.

Said portion being all of the above referenced tract lying Southerly and Westerly of the following described line:

Beginning at a point lying 107.50 feet North and 2510.57 feet West of the Southeast corner of said Section 22, (East line of said Section bears North 1°18'04" East);
thence North 38°10' West to the Skagit River;
thence South 38°10' East on a line projected through said point, to the South line of said Section 22,

EXCEPT that portion lying Southerly and Westerly of the following described line:

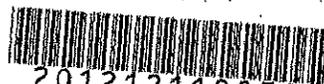
Beginning at a point lying 107.50 feet North and 2851.86 feet West of said Southeast corner of Section 22;
thence North 34°25' West to the Skagit River;
thence South 34°25' East on a line projected through said point, to the South line of said Section 22.

TOGETHER WITH a 60 foot wide roadway easement for ingress and egress lying 30 feet on each side of the following described centerline:

Beginning at a point lying 107.50 feet North and 2510.57 feet West of said Southeast corner of Section 22, said point lying on the Northeasterly line of the above described property;
thence East 194.91 feet;
thence South 84°48'32" East 211.50 feet to a point on the Westerly line of a strip of land 50 feet in width conveyed to Skagit County for roadway as recorded under Auditor's File No. 662532.

Situate in the County of Skagit, State of Washington.

Attachment F to SCL ESA Lands 2013 Deed Acceptance ORD



201212110079
Skagit County Auditor

12/11/2012 Page

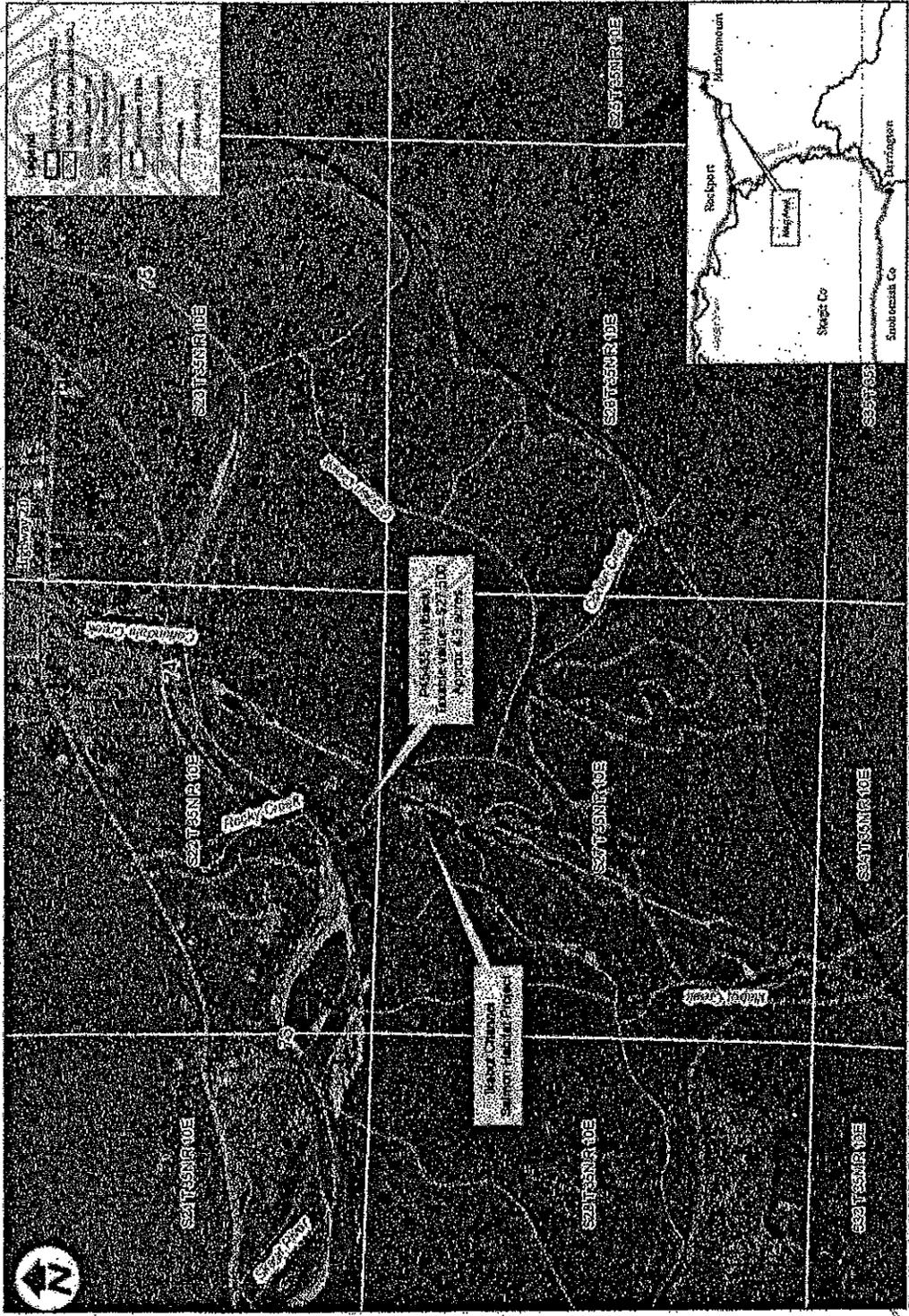
6 of

7 4:16PM



Exhibit B: Proposed Acquisition Hylback Property

Project Number 09-1448

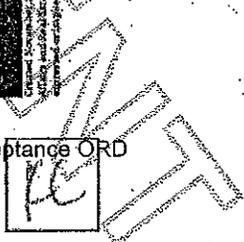


Acres from Skagit County Assessor

Attachment F to SCL ESA Lands 2013 Deed Acceptance ORD



201212110079
 Skagit County Auditor





201212050035
Skagit County Auditor

12/5/2012 Page 1 of 2 12:55PM

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 *KS*

Nancy L. Kuno
Nancy L. Kuno

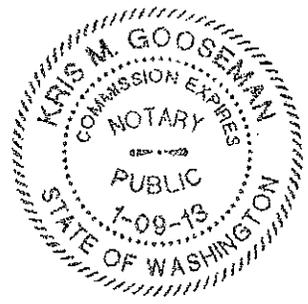
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX
20123874
DEC 05 2012
Amount Paid \$ 240800
By MB Skagit Co. Treasurer Deputy

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 *KS*

Notary Public in and for the State of Washington
Residing at RELTON, 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 $\frac{1}{4}$ 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 $\frac{1}{4}$ 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 $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 30;
thence North $0^{\circ}51'06''$ West along the West line of the East $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 30, a distance of 38.90 feet;
thence North $51^{\circ}18'43''$ 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 $32^{\circ}21'03''$ 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 $95^{\circ}37'48''$ an 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 of Diobsud 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.



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



201212050036
Skagit County Auditor

12/5/2012 Page 1 of 7 12:55PM

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

LAND TITLE OF SKAGIT COUNTY

142402-02

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 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

Page 1 of 7



DEC 05 2012

Amount Paid \$
Skagit Co. Treasurer
By *MA* 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.

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

Page 2 of 7



201212050036
Skagit County Auditor

12/5/2012 Page 2 of 7 12:55PM



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

Page 3 of 7



201212050036
Skagit County Auditor



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°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 of the Southeast of the Southeast 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" 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 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.

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

Page 6 of 7



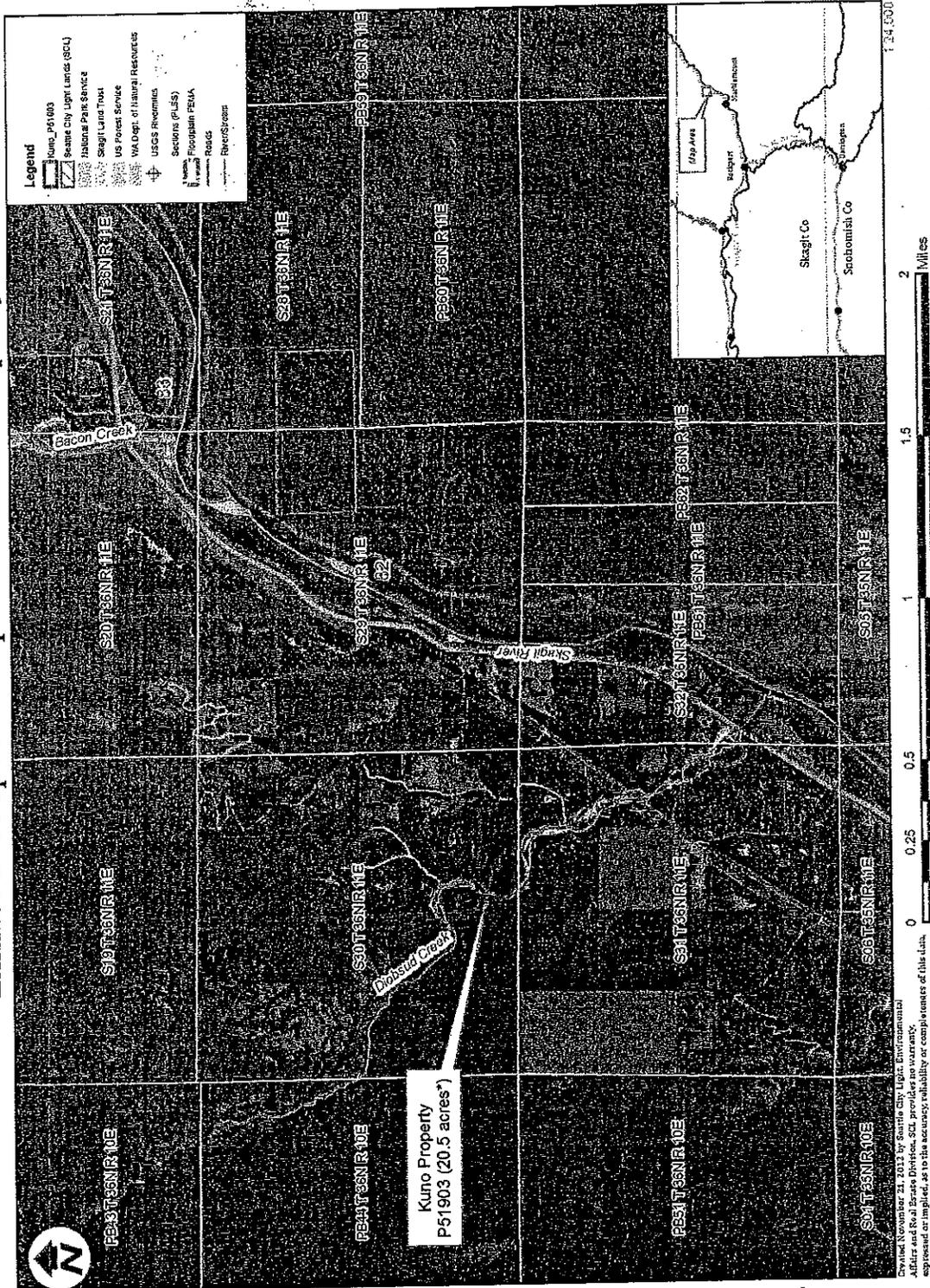
201212050036
Skagit County Auditor

12/5/2012 Page 6 of 7 12:55PM



Project Number 11-1683

Exhibit B: Proposed Acquisition Kuno Property



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

Page 7 of 7



201212050036
 Skagit County Auditor

12/5/2012 Page 7 of 7 12:55PM

Handwritten initials 'K' inside a box.



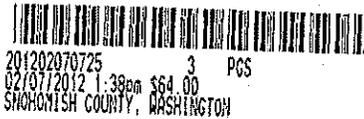
\$ 75,000

448602

1,348.00
No. 644651
2/7/2012 1:34 PM
Thank you for your payment.
TYLER

When recorded return to:

Mr. David L. Barber, Manager
P.O. Box 34023
Seattle, WA 98124-4024



Filed for Record at Request of
Land Title and Escrow
Escrow Number: 19249-OE1

Grantor: Victoria Bahr and Leisha Nebel Taylor, as co-trustees of the Alexis A. Kuo Living Trust under Declaration of Trust dated September 7, 2006 Trust, amendments thereto.
Grantee: THE CITY OF SEATTLE, a municipal corporation of the State of Washington

Statutory Warranty Deed

ptn 1-25-32
Snohomish County

THE GRANTOR VICTORIA BAHR and LEISHA NEBEL TAYLOR, as co-trustees of the ALEXIS A. KUO LIVING TRUST under Declaration of Trust dated September 7, 2006 Trust, amendments thereto. for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION in hand paid, conveys and warrants to THE CITY OF SEATTLE, a municipal corporation of the State of Washington the following described real estate, situated in the County of Snohomish, State of Washington:

Abbreviated Legal: Lt. A of Short Plat 2390563, recorded in Snohomish County, Washington

SEE ATTACHED EXHIBIT "A" HERETO FOR LEGAL DESCRIPTION

Tax Parcel Number(s): 32092500101300

STEWART 1625969

Subject to all covenants, conditions, restrictions, reservations, agreements and easements of record including, but not limited to, those shown on Schedule "B" of Stewart Title Company's Preliminary Commitment No. 1025969 (see attached exhibit "B").

3/65

Dated January 31, 2012

Victoria Bahr and Leisha Nebel Taylor, as co-trustees of the Alexis A. Kuo Living Trust under Declaration of Trust dated September 7, 2006 Trust, amendments thereto.

Victoria Bahr
By: Victoria Bahr, Co-Trustee

Leisha Nebel Taylor
By: Leisha Nebel Taylor, Co-Trustee

STATE OF Wisconsin
County of Winnebago, SS:

I certify that I know or have satisfactory evidence that Victoria Bahr and Leisha Nebel Taylor signed this instrument, on oath stated that they authorized to execute the instrument and acknowledged it as the Co-Trustees of The Alexis A. Kuo Living Trust to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.



[Signature]
Notary Public in and for the State of Wisconsin
Residing at Winneconne, Wisconsin
My appointment expires: is permanent



**Exhibit A
LEGAL DESCRIPTION**

File Number: 1025969

The North half of the North half of the South half of Government Lot 1, Section 25, Township 32
North, Range 9 East, W.M., Lying Westarly of the Mountain Loop Highway;

(Also known as Lot A of Short Plat recorded under Auditor's File No. 2390563)

Situate in the County of Snohomish, State of Washington.



COMMITMENT FOR TITLE INSURANCE
SCHEDULE B
Part I

SPECIAL EXCEPTIONS

~~1. Payment of Real Estate Excise Tax, if required.~~

~~The property described herein is situated within the boundaries of local taxing authority of unincorporated Snohomish County.~~

~~Present Rate of Real Estate Excise Tax as of the date herein is 1.78% and the levy code is 1415.~~

~~2. Terms and conditions of the Trust under which title is vested.~~

3. Regulatory control by the State Supervisor of Flood Control through the establishment of a flood zone No. 7.

4. Restriction and the terms and conditions thereof:
Recorded: November 21, 1933
Recording No.: 535374

5. Covenants, conditions and restrictions and easements contained in short plat:
Recorded: June 12, 1975
Recording No.: 2390563

6. Terms and conditions of Survey recorded April 17, 1975 under Recording No. 2382014.

7. Any question that may arise due to the shifting or change in the course of the Sauk River or due to the Sauk River having shifted or changed its course.

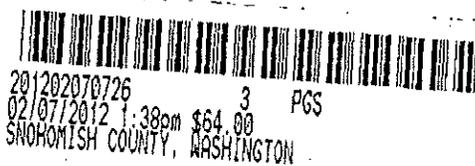
8. Any prohibition or limitation on the use, occupancy, or improvements of the land resulting from the rights of the public or riparian owners to use any waters which may cover the land or to use any portion of the land which is now or may formerly have been covered by water.

9. The right of use, control, or regulation by the United States of America in exercise of power over commerce, navigation and fisheries.

END OF SPECIAL EXCEPTIONS

Order Number: 1025969





After recording, please return to:

Washington State Salmon Recovery Funding Board
Interagency Committee for Outdoor Education
P.O. Box 40917
Olympia, WA 98504-0917

Document Title: Deed of Right to Use Land For Salmon Recovery

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

Grantee: Washington State

ptu 1-25-32

Abbreviated Legal: Lt. A of Short Plat 2390563, recorded in Snohomish County, Washington.

Assessor's Property Tax Parcel/Account Number: 32092500101300

STEWART 1025969

3/65

DEED OF RIGHT TO USE LAND FOR SALMON RECOVERY

The Grantor, Seattle City Light for and in consideration of monies coming in whole or in part from the Salmon Recovery Funding Board of the State of Washington and in fulfillment of terms of the Project Agreement identified below, conveys and grants to the State of Washington individually and as the representative of the people of the State, the right to use the real property described below forever for salmon recovery and conservation purposes.

Those purposes are described in the Project Agreement entered into between the Grantor and the State of Washington through the Salmon Recovery Funding Board, titled Upper Skagit Tier 1 & 2 Floodplain Protection, Project Number 10-1769A signed by the Grantor on the 1st day of November, 2010, and by the Salmon Recovery Funding Board on the 3rd day of November, 2010, and the application and supporting materials which are on file with the Grantor and the State in connection with the Project Agreement.



The Grantor will not make or permit to be made any use of the real property described in this deed, or any part of it, which is inconsistent with the right to use for salmon recovery and conservation purposes herein granted unless the State, through the Salmon Recovery Funding Board or its successors, consents to the inconsistent use. This consent shall be granted only upon the following conditions, which will ensure other land will be substituted.

The conditions are that the substituted salmon recovery and conservation land must be: (1) of at least equal fair market value at the time of change of use and of as nearly as feasible equivalent (2) qualities, (3) characteristics and (4) location for salmon recovery and conservation purposes for which state assistance was originally granted.

The real property covered by this deed is described as follows:

The North half of the North half of the South half of Government Lot 1, Section 25, Township 32 North, Range 9 East, W.M., Lying Westerly of the Mountain Loop Highway.

(Also known as Lot A of Short Plat recorded under Auditor's File No. 2390563)

Situate in the County of Snohomish, State of Washington.

This deed shall in no way modify or extinguish the functions of the Grantor under the Project Agreement, including the Grantor's functions to operate and maintain the land as set out in the Project Agreement.

Dated this 26 day of January, 2012.

SEATTLE CITY LIGHT

By: Lynn Best
Lynn Best, Director, Seattle City Light, Environmental Affairs Division



STATE OF WASHINGTON)

) SS

COUNTY OF KING)

THIS IS TO CERTIFY that on this 26th day of January, 2012, before me the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Lynn Best** to me. This individual is known to be the **Director of the Seattle City Light Environmental Affairs Division** that executed the foregoing deed and acknowledged to me that she signed the same as her own free and voluntary act and on oath stated that she is authorized to execute said deed for the uses and purposes mentioned in the instrument.

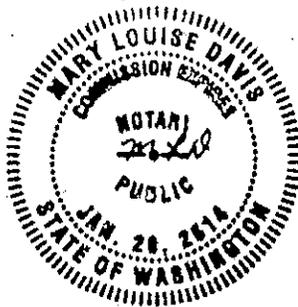
WITNESS my hand and official seal the day and year in this certificate first above written.

Mary Louise Davis

Printed Name of Notary: Mary Louise Davis

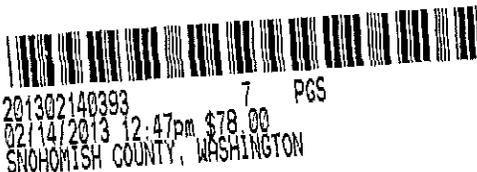
Notary Public in and for the State of Washington, residing in Snohomish County.

My commission expires January 20, 2014



Denise Krowpball
SCL ESA Lands 2013 Deed Acceptance ORD ATT K
April 17, 2013
Version # 1

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



**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: N 330 feet of Gov Lot 4, 25-32N-09E, recorded in Snohomish County, Washington (More particularly described in Exhibit "A" (Legal Description), and as depicted in Exhibit "B" (Property Map)),

Assessor's Property Tax Parcel Number(s): 320925-001-017-00, Snohomish 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

Page 1 of 7

KC

Attachment K to SCL ESA Lands 2013 Deed Acceptance ORD



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 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

GRANTEE:

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

By: Kaleen Cottingham
Name: Kaleen Cottingham
Title: Director

Dated this 30th day of January, 2013

STATE OF WASHINGTON)
COUNTY OF Thurston) ss

I certify that I know or have satisfactory evidence that Kaleen 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: 1-30-13
Signed: Leslie Ann Frank
Notary Public in and for the State of Washington,
residing in Thurston County
My commission expires 7-9-13



EXHIBIT A
Legal Description

The North 330 feet of Government Lot 4, Section 25, Township 32 North, Range 9 East, W.M., as measured along the East line of said Subdivision, except portion conveyed for road under Snohomish County Auditor's File No. 535374; and except portion lying Westerly of Darrington Whitechurch Road.



\$20,000 1010844

361.00
No. 6917274 10/30/2012 11:57 AM
Thank you for your payment.
BELINDA

When recorded return to:

Seattle City Light RE Services, SMT 3338
700-5th Avenue, Suite 3200
P.O. Box 34023
Seattle, WA 98124-9871



2012103003491 3 PGS
10/30/2012 1:06pm \$74.00
SNOHOMISH COUNTY, WASHINGTON

Filed for Record at Request of
Land Title and Escrow
Escrow Number: 19236-OE1

Grantor: Harry C. Morgan and Janet M. Wall
Grantee: THE CITY OF SEATTLE, a municipal corporation of the State of Washington

3

Statutory Warranty Deed
STEWART 1025329

THE GRANTOR HARRY C. MORGAN, who was a single man on October 17, 1980, date of acquiring title; who married LESLEY MORGAN, his current spouse, on May 14, 1983; and JANET M. WALL, who was a single woman on October 17, 1980, date of acquiring title and at all times since for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION in hand paid, convey and warrants to THE CITY OF SEATTLE, a Washington municipal corporation of the State of Washington the following described real estate, situated in the County of Snohomish, State of Washington:

Abbreviated Legal: Ptn of Government Lot 1, 25-32N-9E, recorded in Snohomish County, Washington

The North half of all that portion of Government Lot 1, Section 25, Township 32 North, Range 9 East, W.M., lying West of the Mt. Loop County Road.

Situate in the County of Snohomish, State of Washington

Tax Parcel Number(s): 32092508100800

Subject to all covenants, conditions, restrictions, reservations, agreements and easements of record including, but not limited to, those shown on Schedule "B" of Stewart Title Company's Preliminary Commitment No. 1025329 (see attached Exhibit "B").

Dated AUGUST 30, 2012

SEE ATTACHED EXHIBIT "A" FOR SIGNATURE AND NOTARY ACKNOWLEDGEMENT
Harry C. Morgan

SEE ATTACHED EXHIBIT "A" FOR SIGNATURE AND NOTARY ACKNOWLEDGEMENT
Janet M. Wall

Lesley Morgan

STATE OF Washington)
COUNTY OF King) SS

I certify that I know or have satisfactory evidence that LESLEY MORGAN 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: OCTOBER 24, 2012

Notary Public in and for the State of Washington
Residing at Kent, WA
My appointment expires: 2/3/2016

Notary Public
State of Washington
ALINYA HANVICHITH
My Appointment Expires Feb 3, 2016

LPB 10-05(4)
Page 1 of 2



Denise Krownbell
SCL ESA lands 2013 Deed Acceptance ORD ATT L
April 17, 2013
Version # 1

Exhibit "A"

Harry C. Morgan
Harry C. Morgan

STATE OF Washington
COUNTY OF KING) SS:

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

Dated: August 30, 2012

Justin C. Cayanan
Notary Public in and for the State of Washington
Residing at ISSAQUAH
My appointment expires: 01/13/2015

Notary Public
State of Washington
JUSTIN C CAYANAN
My Appointment Expires Jan 13, 2015

Janet M. Wall
Janet M. Wall

State of Washington
County of KING) SS:

I certify that I know or have satisfactory evidence that Janet M. Wall
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: August 30, 2012

Justin C. Cayanan
Notary Public in and for the State of Washington
Residing at: ISSAQUAH
My appointment expires: 01/13/2015

Notary Public
State of Washington
JUSTIN G CAYANAN
My Appointment Expires Jan 13, 2015



EXHIBIT B

COMMITMENT FOR TITLE INSURANCE
SCHEDULE B
Part I

SPECIAL EXCEPTIONS

General taxes: First half delinquent May 1; Second half delinquent November 1
Year: ~~2012~~
Amount Billed: ~~\$98.66~~
Amount Paid: ~~\$ 0~~
Amount Due: ~~\$98.66, plus interest and penalty if delinquent~~
Tax Account No.: ~~02002500100800~~
Levy Code: ~~5214~~
Land: ~~\$0.700.00~~
Improvements: ~~\$ 0~~

Payment of Real Estate Excise Tax, if required:

The property described herein is situated within the boundaries of local taxing authority of unincorporated Snehomien County.

Present Rate of Real Estate Excise Tax as of the date herein is 1.73% and the levy code is 1446.

3. Regulatory control by the State Supervisor of Flood Control through the establishment of a flood zone No. 7.
4. Restriction and the terms and conditions thereof:
Recorded: November 21, 1933
Recording No.: 535374
5. Any question that may arise due to the shifting or change in the course of the Sauk River or due to the Sauk River having shifted or changed its course.
6. Any prohibition or limitation on the use, occupancy, or improvements of the land resulting from the rights of the public or riparian owners to use any waters which may cover the land or to use any portion of the land which is now or may formerly have been covered by water.
7. The right of use, control, or regulation by the United States of America in exercise of power over commerce, navigation and fisheries.

END OF SPECIAL EXCEPTIONS

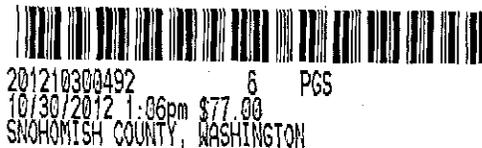
Order Number: 1025329

LPH (11-05)(1)
Page 2 of 2

Denise Krownpell
SCL ESA Lands 2013 Deed Acceptance ORD ATT M
April 17, 2013
Version # 1

After recording, please return to:

Washington State Salmon Recovery Funding Board
P. O. Box 40917
Olympia, WA 98504-0917



Document Title: Deed of Right to Use Land For Salmon Recovery

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

Grantee: Washington State, acting by and through the Washington State Salmon Recovery Funding Board and the Recreation and Conservation Office, including any successor agencies

Abbreviated Legal: Lt. Ptn of Government Lot 1, 25-32N-9E, recorded in Snohomish County, Washington.

Situated in the County of Snohomish, State of Washington
(More particularly described in Exhibit "A" (Legal Description) and as depicted in Exhibit "B" (Property Map)).

Assessor's Property Tax Parcel/Account Number(s): 32092500100800

STEWART 1025329 6

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

The Grantor enters this Deed for and in consideration of monies coming in whole or in part from the Salmon-State, Salmon-Federal and PSAR Accounts. Such grant is made pursuant to the Project agreement entered into between the grantor and the grantee entitled Project Number 10-1769A signed by the Grantor on the 1st day of November, 2010; and Project Number 11-1683C signed by the Grantor on the 19th day of March, 2012, 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:

1. 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 of the project agreement, including protecting, preserving, restoring and /or enhancing the habitat functions of the Real Property, which includes forest riparian floodplain. This habitat supports or may support priority species or groups of species including but not limited to Chinook, steelhead, and bull trout.
2. 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.
3. 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.
4. 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 sue 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 state 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

Denise Krownbell
SCL ESA Lands 2013 Deed Acceptance ORD ATT M
April 17, 2013
Version # 1

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.



Grantor:

City of Seattle acting by and through the Seattle City Light Department

By *Lynn Best*

Name: Lynn Best

Title: Director of Seattle City Light Environmental Affairs and Real Estate Division

Dated this day 18th of June, 2012

ATTEST:

STATE OF WASHINGTON)

) SS

COUNTY OF KING)

THIS IS TO CERTIFY that on this 18th day of June, 2012, before me the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Lynn Best** to me. This individual is known to be the **Director of the Seattle City Light Environmental Affairs Division** that executed the foregoing deed and acknowledged to me that she signed the same as her own free and voluntary act and on oath stated that she is authorized to execute said deed for the uses and purposes mentioned in the instrument.

WITNESS my hand and official seal the day and year in this certificate first above written.

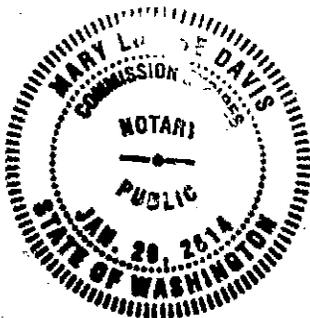
Mary Louise Davis

Printed Name of Notary: Mary Louise Davis

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

My commission expires January 20, 2014

Notary Seal:



Grantee:

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

By: Scott T. Robinson

Name: Scott T. Robinson

Title: Deputy Director

Dated this 15 day of June, 2012

Grantee Acknowledgment

STATE OF WASHINGTON)
COUNTY OF Thurston) ss



I certify that I know or have satisfactory evidence that Scott T. Robinson (signatory's name) is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath as the Deputy Director (Title) for the Sponsor (Organization Name) Recreation Conservation Office and to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Leslie Ann Frank
Notary Public in and for the State of Washington,

Residing at Thurston County

My appointment expires 7-9-13

Notary Seal:



Denise Krownbell
SCL ESA Lands 2013 Deed Acceptance ORD ATT M
April 17, 2013
Version # 1

Exhibit A

Legal Description

The North half of all that portion of Government Lot 1, Section 25, Township 32 North,
Range 9 East, W.M. lying West of the Mt. Loop County Road;

Situate in the County of Snohomish, State of Washington.



When recorded return to:

The City of Seattle
700 5th Avenue, Suite 3300
P.O. Box 34023, Real Estate Services, Room 312
Seattle, WA 98124-4024



201202060032
Skagit County Auditor

2/6/2012 Page 1 of 2 9:56AM

Filed for Record at Request of
Land Title and Escrow
Escrow Number: 138542-OE

Grantor: Peter J. Poeschel
Grantee: THE CITY OF SEATTLE, a municipal corporation of the State of Washington

LAND TITLE OF SKAGIT COUNTY

Statutory Warranty Deed

THE GRANTOR PETER JOSEPH POESCHEL, who also appears of record as PETER J. POESCHEL, as his 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: NE 1/4 NW 1/4, 8-33-10 E-W.M.

SEE ATTACHED EXHIBIT "A" HERETO FOR LEGAL DESCRIPTION

Tax Parcel Number(s): 331008-2-001-0014, P18649, 331008-2-001-0105, P18650

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. 138542-OE.

Dated February 1, 2012

Peter Joseph Poeschel
PETER JOSEPH POESCHEL

2012284
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

FEB 06 2012

Amount Paid \$ 322.20
By Skagit Co. Treasurer
Deputy

STATE OF Washington
COUNTY OF Skagit } SS:

I certify that I know or have satisfactory evidence that ~~Peter J. Poeschel~~ PETER JOSEPH POESCHEL the person(s) who appeared before me, and said person(s) acknowledged that he signed this instrument and acknowledge it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: February 3, 2012



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



Schedule "A-1"

138542-OE

DESCRIPTION:

PARCEL "A":

The North 1/2 of the Northeast 1/4 of the Northwest 1/4 of Section 8, Township 33 North, Range 10 East, W.M.

Situate in the County of Skagit, State of Washington.

PARCEL "B":

The South 1/2 of the Northeast 1/4 of the Northwest 1/4 of Section 8, Township 33 North, Range 10 East, W.M.

Situate in the County of Skagit, State of Washington.



201202060032
Skagit County Auditor



201202060033
Skagit County Auditor

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After recording, please return to:

Washington State Salmon Recovery Funding Board
Interagency Committee for Outdoor Education
P.O. Box 40917
Olympia, WA 98504-0917

LAND TITLE OF SKAGIT COUNTY

138542-0E

Document Title: Deed of Right to Use Land For Salmon Recovery

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

Grantee: Washington State

Abbreviated Legal: NE 1/4 NW 1/4, 8-33-10 E W.M., Skagit County, Washington

Assessor's Property Tax Parcel/Account Numbers: P18649 and P18650

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

The Grantor, Seattle City Light for and in consideration of monies coming in whole or in part from the Salmon Recovery Funding Board of the State of Washington and in fulfillment of terms of the Project Agreement identified below, conveys and grants to the State of Washington individually and as the representative of the people of the State, the right to use the real property described below forever for salmon recovery and conservation purposes.

Those purposes are described in the Project Agreement entered into between the Grantor and the State of Washington through the Salmon Recovery Funding Board, titled Upper Skagit Tier 1 & 2 Floodplain Protection, Project Number 10-1769A signed by the Grantor on the 1st day of November, 2010, and by the Salmon Recovery Funding Board on the 3rd day of November, 2010, and the application and supporting materials which are on file with the Grantor and the State in connection with the Project Agreement.

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

FEB 06 2012

Amount Paid \$ 4
Skagit Co. Treasurer
Deputy
ML

The Grantor will not make or permit to be made any use of the real property described in this deed, or any part of it, which is inconsistent with the right to use for salmon recovery and conservation purposes herein granted unless the State, through the Salmon Recovery Funding Board or its successors, consents to the inconsistent use. This consent shall be granted only upon the following conditions, which will ensure other land will be substituted.

The conditions are that the substituted salmon recovery and conservation land must be:
(1) of at least equal fair market value at the time of change of use and of as nearly as feasible equivalent (2) qualities, (3) characteristics and (4) location for salmon recovery and conservation purposes for which state assistance was originally granted.

The real property covered by this deed is described as follows:

The North half of the Northeast Quarter of the Northwest Quarter of Section 8, Township 33 North, Range 10 East, W.M.

AND

The South half of the Northeast Quarter of the Northwest Quarter of Section 8, Township 33 North, Range 10 East, W.M.

Situate in the County of Skagit, State of Washington.

This deed shall in no way modify or extinguish the functions of the Grantor under the Project Agreement, including the Grantor's functions to operate and maintain the land as set out in the Project Agreement.

Dated this 13 day of December, 2011.

SEATTLE CITY LIGHT

By: Lynn Best
Lynn Best, Director, Seattle City Light, Environmental Affairs Division

Page 2



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EXHIBIT A

Schedule "A-1"

140045-SE

DESCRIPTION:

Tract 3, "ASSESSOR'S PLAT OF STAFFORD'S SKAGIT RIVER TRACTS," as per plat recorded in Volume 9 of Plats, page 103, records of Skagit County, Washington.

TOGETHER WITH non-exclusive easement for ingress, and egress over and across the following described tract:

1. All private roadways designated as Tracts "A", "B", and "C" as shown on 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.
2. The Westerly 60 feet of Tract 8 (as measured at right angles to the West line of said lot) of said "CAREFREE ACRES, SUBDIVISION NO. 1, SKAGIT COUNTY, WASHINGTON", as per plat recorded in Volume 8 of Plats, page 62, records of Skagit County, Washington.
3. A 60 foot strip of land running over and across Government Lots 5 and 6 and the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 23, Township 35 North, Range 10 East, W.M., connecting said above described main tracts to those certain easements in the Plat of "CAREFREE ACRES, SUBDIVISION NO. 1, SKAGIT COUNTY, WASHINGTON", above described as more particularly shown on the face of said "ASSESSOR'S PLAT OF STAFFORD'S SKAGIT RIVER TRACTS".

Situate in the County of Skagit, State of Washington.



201205110123
Skagit County Auditor

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LPB 11-05(i-1)
Page 2 of 2



FISCAL NOTE FOR CAPITAL PROJECTS ONLY

Department:	Contact Person/Phone:	CBO Analyst/Phone:
Seattle City Light	Lynn Best/386-4586	Saroja Reddy/615-1232

Legislation Title: AN ORDINANCE relating to the City Light Department; accepting statutory warranty deeds to the Failla, Kuo, and Morgan/Wall properties in Snohomish County, Washington, and the Cunningham, Hylback, Kuno, Poeschel, and Stein properties in Skagit County, Washington, and the Burk property in King County, Washington, for salmonid habitat protection purposes; ratifying the grants of Deeds of Right to the State of Washington on the Dow, Hylback, Kuno, Kuo, Miller, Morgan/Wall, and Poeschel 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 grants Deeds of Right for six of those properties to the Washington State Salmon Funding Recovery Board ("SRF Board"). All of the properties were purchased as part of 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 \$402,000 in SCL funds and \$207,000 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, Skagit and Snohomish Counties	2000	2017

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 said management. 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.

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?

~~NA~~ YES (Tony Kilduff)

f) Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required for this legislation?

NA.

g) Does this legislation affect a piece of property?

It accepts deeds to the properties and authorizes the granting of Deeds of Right to five of those properties. The maps are attached to this fiscal note, see below.

h) Other Issues:

NA.

List attachments to the fiscal note below:

Attachment A to FiscalCAPITALtemplate_SCL ESA Lands 2013 Deed Acceptance ORD

Attachment B to FiscalCAPITALtemplate_SCL ESA Lands 2013 Deed Acceptance ORD



201205110123
Skagit County Auditor

5/11/2012 Page 1 of 2 11:59AM

When recorded return to:

The City of Seattle
P.O. Box 34023
Seattle, WA 98124-4024

Filed for Record at Request of
Land Title and Escrow
Escrow Number: 140045-SE

Grantor: Nathan Chad Stein
Grantee: THE CITY OF SEATTLE, a municipal corporation of the State of Washington
LAND TITLE OF SKAGIT COUNTY

140045-SE Statutory Warranty Deed

THE GRANTOR NATHAN CHAD STEIN, as his 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: Tract 3, Stafford's Skagit River Tracts.

SEE ATTACHED EXHIBIT "A" HERETO FOR LEGAL DESCRIPTION

Tax Parcel Number(s): 4020-000-003-0005, P69742

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. 140045-SE.

Dated April 30, 2012

Nathan Chad Stein

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

2012 1336

MAY 11 2012

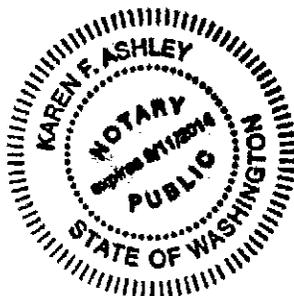
Amount Paid \$ 325.00
Skagit Co. Treasurer
By MG Deputy

STATE OF Washington }
COUNTY OF Skagit } SS:

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

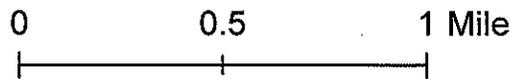
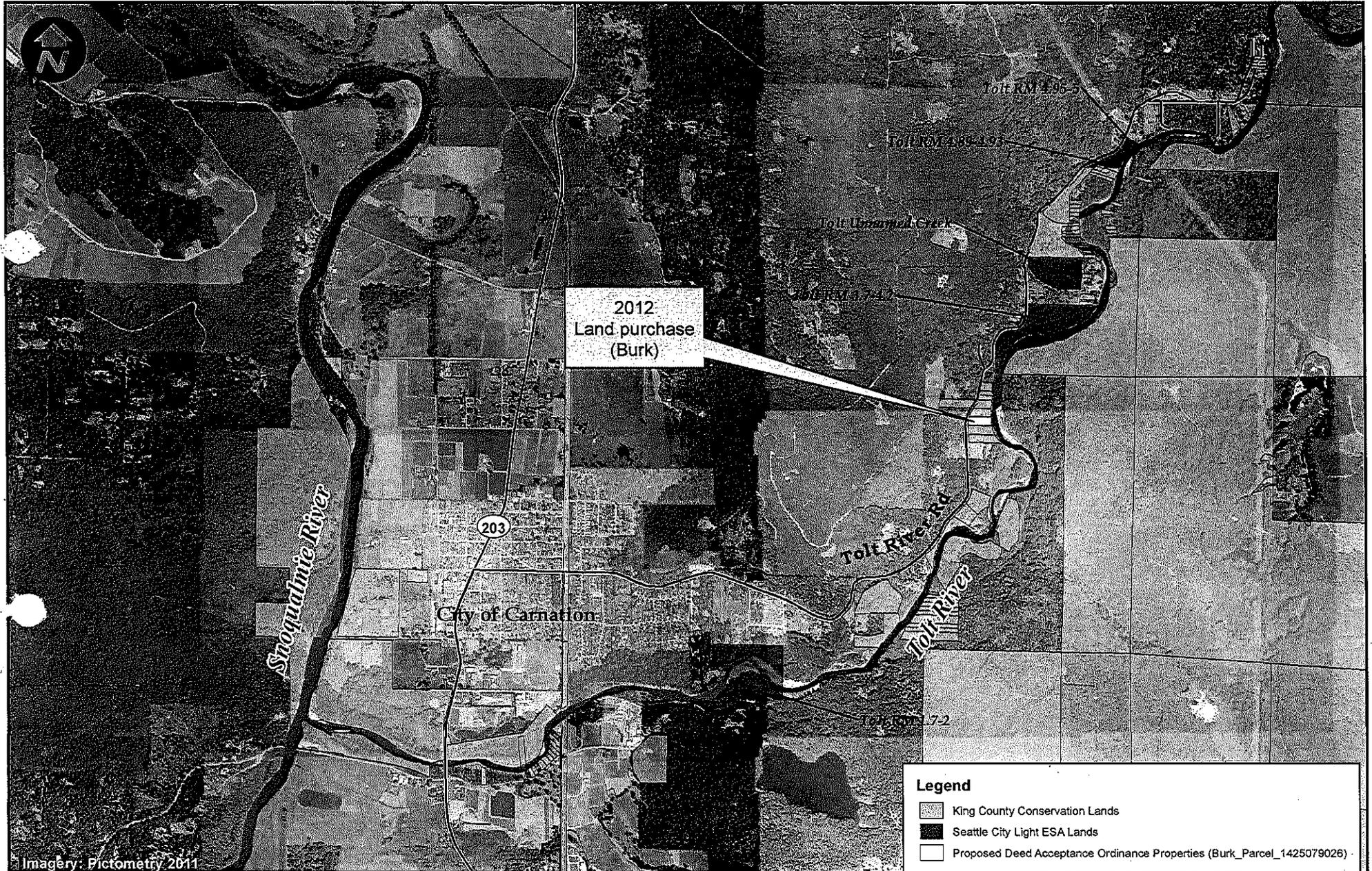
Dated: May 1, 2012

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





This map is intended for illustrative or informational purposes only and is not intended to modify anything in the legislation





City of Seattle
Office of the Mayor

November 7, 2013

Honorable Sally J. Clark
President
Seattle City Council
City Hall, 2nd Floor

Dear Council President Clark:

I am pleased to transmit the attached proposed Council Bill which would authorize Seattle City Light to accept Statutory Warranty Deeds to one property in King County, three properties in Snohomish County and five properties in Skagit County, Washington, for salmonid habitat protection purposes. These properties were purchased in 2012 pursuant to the authority of Ordinance 121114. The Bill also authorizes grant of Deeds of Right to the State of Washington for seven properties to fulfill Salmon Recovery Funding Board grant requirements. Passage of this legislation will further demonstrate the City of Seattle's commitment through the ESA Program to salmon recovery and habitat preservation for the benefit of its citizens and future generations.

In total, SCL purchased 2 acres in the Tolt watershed and 85 acres in the Skagit watershed with \$402,000 in SCL funds and \$207,000 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 Poeschel purchase will protect 40 acres of well forested habitat including a side channel and wetlands along the Sauk River, providing spawning and rearing area for multiple salmonid species. The Burk purchase will protect 2 acres 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 seven 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 James Baggs at 684-3260.

Sincerely,

Michael McGinn
Mayor of Seattle

cc: Honorable Members of the Seattle City Council

