



SEATTLE CITY COUNCIL

Legislative Summary

CB 118607

Record No.: CB 118607

Type: Ordinance (Ord)
124981

Status: Passed

Version: 1

In Control: City Clerk

File Created: 01/07/2016

Final Action: 01/29/2016

Title: AN ORDINANCE relating to the City Light Department; accepting statutory warranty deeds to the Cargile, Delay, Edwards, Jacobs, King-Smith, Lonesome Valley L. L. C., Macomber, Russell, Watson, and Wolf properties in Skagit County, Washington, and the Jarvis and Mitchell, et al., properties in Snohomish County, for salmonid habitat protection purposes; declaring certain real property rights surplus and no longer required for providing public utility service or other municipal purpose; ratifying a Boundary Line Agreement for the Anderson Creek property in Skagit County, Washington for salmon habitat protection purposes; ratifying the grants of Deeds of Right to the State of Washington on the Cargile, Delay, Edwards, Jarvis, King-Smith, Lonesome Valley L. L. C., Mitchell et al., and Watson 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.

Date

Notes:

Filed with City Clerk:

Mayor's Signature:

Sponsors: Sawant

Vetoed by Mayor:

Veto Overridden:

Veto Sustained:

Attachments: Att A - 2015 Endangered Species Act Land Deed Acceptance, Att B - 2015 Endangered Species Act Land Deed Acceptance, Att C - 2015 Endangered Species Act Land Deed Acceptance, Att D - 2015 Endangered Species Act Land Deed Acceptance, Att E - 2015 Endangered Species Act Land Deed Acceptance, Att F - 2015 Endangered Species Act Land Deed Acceptance, Att G - 2015 Endangered Species Act Land Deed Acceptance, Att H - 2015 Endangered Species Act Land Deed Acceptance, Att I - 2015 Endangered Species Act Land Deed Acceptance, Att J - 2015 Endangered Species Act Land Deed Acceptance, Att K - 2015 Endangered Species Act Land Deed Acceptance, Att L - 2015 Endangered Species Act Land Deed Acceptance, Att M - 2015 Endangered Species Act Land Deed Acceptance, Att N - 2015 Endangered Species Act Land Deed Acceptance, Att O - 2015 Endangered Species Act Land Deed Acceptance, Att P - 2015 Endangered Species Act Land Deed Acceptance, Att Q - 2015 Endangered Species Act Land Deed Acceptance, Att R - 2015 Endangered Species Act Land Deed Acceptance, Att S - 2015 Endangered Species Act Land Deed Acceptance, Att T - 2015 Endangered Species Act Land Deed Acceptance, Att U - 2015 Endangered Species Act Land Deed Acceptance

Drafter:

Filing Requirements/Dept Action:

History of Legislative File

Legal Notice Published:

☐ Yes☐ No

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Full Council	01/11/2016	referred	Energy and Environment Committee			
	Action Text: The Council Bill (CB) was referred. to the Energy and Environment Committee Notes:						
1	Energy and Environment Committee	01/12/2016	pass				Pass
	Action Text: The Committee recommends that Full Council pass the Council Bill (CB). Notes:						
			In Favor: 3	Chair Sawant, Vice Chair Juarez, Member González			
			Opposed: 0				
1	Full Council	01/19/2016	passed				Pass
	Action Text: The Council Bill (CB) was passed by the following vote and the President signed the Bill: Notes:						
			In Favor: 9	Councilmember Bagshaw, Councilmember Burgess, Councilmember González, Council President Harrell, Councilmember Herbold, Councilmember Johnson, Councilmember Juarez, Councilmember O'Brien, Councilmember Sawant			
			Opposed: 0				
1	City Clerk	01/19/2016	submitted for Mayor's signature	Mayor			
	Action Text: The Council Bill (CB) was submitted for Mayor's signature. to the Mayor Notes:						
1	Mayor	01/29/2016	Signed				
	Action Text: The Council Bill (CB) was Signed. Notes:						
1	Mayor	01/29/2016	returned	City Clerk			
	Action Text: The Council Bill (CB) was returned. to the City Clerk Notes:						
1	City Clerk	01/29/2016	attested by City Clerk				
	Action Text: The Ordinance (Ord) was attested by City Clerk. Notes:						

CITY OF SEATTLE

ORDINANCE

124981

COUNCIL BILL

118607

AN ORDINANCE relating to the City Light Department; accepting statutory warranty deeds to the Cargile, Delay, Edwards, Jacobs, King-Smith, Lonesome Valley L. L. C., Macomber, Russell, Watson, and Wolf properties in Skagit County, Washington, and the Jarvis and Mitchell, et al., properties in Snohomish County, for salmonid habitat protection purposes; declaring certain real property rights surplus and no longer required for providing public utility service or other municipal purpose; ratifying a Boundary Line Agreement for the Anderson Creek property in Skagit County, Washington for salmon habitat protection purposes; ratifying the grants of Deeds of Right to the State of Washington on the Cargile, Delay, Edwards, Jarvis, King-Smith, Lonesome Valley L. L. C., Mitchell et al., and Watson 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 Cargile, Delay, Edwards, Jacobs, Jarvis, King-Smith, Lonesome Valley L. L. C., Macomber, Mitchell et al., Russell, Watson, and Wolff properties in the Skagit River watershed; and

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

WHEREAS, under authority of Ordinance 121114, City Light acquired a portion of the Rusnak-Burt property, and conveyed an equal amount of property to Rusnak-Burt pursuant to a Boundary Line Agreement for the Anderson Creek property in Skagit County; and

1 WHEREAS, under authority of Ordinance 123362, the Salmon Recovery Funding Board Grants
2 (“SRFB Grant”) from the State of Washington used for purchases under this program in
3 2010 were accepted, increasing City Light’s budget authority; and

4 WHEREAS, City Light’s purchase of the Jarvis property was counted as match towards the
5 SRFB grants used for purchases under this program in 2014; and

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

11 THEREFORE,

12 **BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:**

13 Section 1. The Statutory Warranty Deed executed by Kellie D. Cargile on July 24, 2014,
14 as Grantor, recorded under Skagit County Auditor’s File Number 201407240031, a copy of
15 which is included as Attachment A, conveying approximately 4 acres located along Ross Island
16 Slough, part of the Skagit River to The City of Seattle, is hereby accepted; and the real property
17 conveyed therein is placed under the jurisdiction of the City Light Department, and pursuant to
18 RCW 35.94.040 and after public hearing, the Deed of Right for said property executed by the
19 City Light Department on July 24, 2014, as Grantor and State of Washington as Grantee,
20 recorded under Skagit County Auditor’s File Number 201407280137, a copy of which is
21 included as Attachment B, is hereby ratified in fulfillment of SRFB Grant, Project Number 11-
22 1536A.

1 Section 2. The Statutory Warranty Deed executed by Richard Delay and Jodelle E.
2 Mathews on June 10, 2014, as Grantor, recorded under Skagit County Auditor's File Number
3 201407160039, a copy of which is included as Attachment C, conveying approximately 19 acres
4 located along the Skagit River to The City of Seattle, is hereby accepted; and the real property
5 conveyed therein is placed under the jurisdiction of the City Light Department, and pursuant to
6 RCW 35.94.040 and after public hearing, the Deed of Right executed for said property by the
7 City Light Department on June 17, 2014, as Grantor and State of Washington as Grantee,
8 recorded under Skagit County Auditor's File Number 201407160040, a copy of which is
9 included as Attachment D, is hereby ratified in fulfillment of SRFB Grant, Project Number 11-
10 1536A.

11 Section 3. The Statutory Warranty Deed executed by Bobbie R. Edwards and Deann H.
12 Edwards on September 30, 2014, as Grantor, recorded under Skagit County Auditor's File
13 Number 201410240069, a copy of which is included as Attachment E, conveying approximately
14 9 acres located along the Cascade River to The City of Seattle, is hereby accepted; and the real
15 property conveyed therein is placed under the jurisdiction of the City Light Department, and
16 pursuant to RCW 35.94.040 and after public hearing, the Deed of Right for said property
17 executed by the City Light Department on September 8, 2014, as Grantor and State of
18 Washington as Grantee, recorded under Skagit County Auditor's File Number 201410300075, a
19 copy of which is included as Attachment F, is hereby ratified in fulfillment of SRFB Grant,
20 Project Number 11-1536A.

21 Section 4. The Statutory Warranty Deed executed by Phillip H. Jacob on February 7,
22 2014, as Grantor, recorded under Skagit County Auditor's File Number 201402070086, a copy
23 of which is included as Attachment G, conveying approximately 0.5 acres located in the Skagit

1 River floodplain to The City of Seattle, is hereby accepted; and the real property conveyed
2 therein is placed under the jurisdiction of the City Light Department.

3 Section 5. The Statutory Warranty Deed executed by Robert C. Jarvis on September 25,
4 2014, as Grantor, recorded under Snohomish County Auditor's File Number 201409300502, a
5 copy of which is included as Attachment H, conveying approximately 3 acres located along the
6 Sauk River to The City of Seattle, is hereby accepted; and the real property conveyed therein is
7 placed under the jurisdiction of the City Light Department, and pursuant to RCW 35.94.040 and
8 after public hearing, the Deed of Right for said property executed by the City Light Department
9 on October 9, 2014, as Grantor and State of Washington as Grantee, recorded under Snohomish
10 County Auditor's File Number 201410230354, a copy of which is included as Attachment I, is
11 hereby ratified in fulfillment of SRFB Grant, Project Number 13-1056C.

12 Section 6. The Statutory Warranty Deed executed by Luciguela E. King-Smith on August
13 20, 2014, as Grantor, recorded under Skagit County Auditor's File Number 201409120068, a
14 copy of which is included as Attachment J, conveying approximately 7 acres located along the
15 Skagit River to The City of Seattle, is hereby accepted; and the real property conveyed therein is
16 placed under the jurisdiction of the City Light Department, and pursuant to RCW 35.94.040 and
17 after public hearing, the Deed of Right for said property executed by the City Light Department
18 on September 15, 2014, as Grantor and State of Washington as Grantee, recorded under Skagit
19 County Auditor's File Number 201409180080, a copy of which is included as Attachment K, is
20 hereby ratified in fulfillment of SRFB Grant, Project Number 09-1450C.

21 Section 7. The Statutory Warranty Deed executed by Lonesome Valley L. L. C on
22 September 22, 2014, as Grantor, recorded under Skagit County Auditor's File Number
23 201409290145, a copy of which is included as Attachment L, conveying approximately 62.5

1 acres located along the Skagit River to The City of Seattle, is hereby accepted; and the real
2 property conveyed therein is placed under the jurisdiction of the City Light Department, and
3 pursuant to RCW 35.94.040 and after public hearing, the Deed of Right for said property
4 executed by the City Light Department on September 8, 2014, as Grantor and State of
5 Washington as Grantee, recorded under Skagit County Auditor's File Number 201409290146, a
6 copy of which is included as Attachment M, is hereby ratified in fulfillment of SRFB Grant,
7 Project Number 11-1536A.

8 Section 8. The Statutory Warranty Deed executed by Keith Macomber on January 14,
9 2014, as Grantor, recorded under Skagit County Auditor's File Number 201401270107, a copy
10 of which is included as Attachment N, conveying approximately 44 acres located on Pressentin
11 Creek, a tributary to the Skagit River to The City of Seattle, is hereby accepted; and the real
12 property conveyed therein is placed under the jurisdiction of the City Light Department.

13 Section 9. The Statutory Warranty Deed executed by Steven R. Russell on November 5,
14 2014, as Grantor, recorded under Skagit County Auditor's File Number 201411050050, a copy
15 of which is included as Attachment O, conveying approximately 5 acres located along the Skagit
16 River to The City of Seattle, is hereby accepted; and the real property conveyed therein is placed
17 under the jurisdiction of the City Light Department.

18 Section 10. The Statutory Warranty Deed executed by Kathryn M. Watson on September
19 22, 2014, as Grantor, recorded under Skagit County Auditor's File Number 201410220025, a
20 copy of which is included as Attachment P, conveying approximately 48 acres located along
21 Illabot Creek, a tributary to the Skagit River to The City of Seattle, is hereby accepted; and the
22 real property conveyed therein is placed under the jurisdiction of the City Light Department, and
23 pursuant to RCW 35.94.040 and after public hearing, the Deed of Right for said property

1 executed by the City Light Department on October 1, 2014, as Grantor and State of Washington
2 as Grantee, recorded under Skagit County Auditor's File Number 201410220026, a copy of
3 which is included as Attachment Q, is hereby ratified in fulfillment of SRFB Grant, Project
4 Number 09-1450C.

5 Section 11. The Statutory Warranty Deed executed by Kathleen M. Wolff on February
6 28, 2014, as Grantor, recorded under Skagit County Auditor's File Number 201402280068, a
7 copy of which is included as Attachment R, conveying approximately 0.5 acres located in the
8 Skagit River floodplain to The City of Seattle, is hereby accepted; and the real property
9 conveyed therein is placed under the jurisdiction of the City Light Department.

10 Section 12. The Statutory Warranty Deed executed by Patrick W. Mitchell et al., on May
11 12, 2014, as Grantor, recorded under Snohomish County Auditor's File Number 201405270354,
12 a copy of which is included as Attachment S, conveying approximately 29 acres located along
13 the Sauk River to The City of Seattle, is hereby accepted; and the real property conveyed therein
14 is placed under the jurisdiction of the City Light Department, and pursuant to RCW 35.94.040
15 and after public hearing, the Deed of Right executed for said property by the City Light
16 Department on May 12, 2014, as Grantor and State of Washington as Grantee, recorded under
17 Snohomish County Auditor's File Number 201405270356, a copy of which is included as
18 Attachment T, is hereby ratified in fulfillment of SRFB Grant, Project Number 11-1536A.

19 Section 13. The Boundary Line Agreement executed by Llane A. Rusnak-Burt and
20 Daniel Burt, on August 21, 2013, as Grantor, recorded under Skagit County Auditor's File
21 Number 201402250045, a copy of which is included as Attachment U ("Boundary Line
22 Agreement"), conveying approximately 0.25 acres located along the floodplain of the Skagit

1 River to The City of Seattle, is hereby ratified, and the real property conveyed therein is accepted
2 and placed under the jurisdiction of the City Light Department.

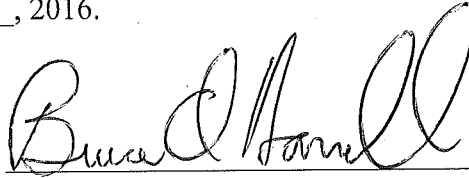
3 Section 14. Pursuant to RCW 35.94.040 and after a public hearing, a 0.25 acre portion of
4 the Anderson Creek property is declared to be surplus the City's needs and no longer required for
5 providing continued public utility service or other municipal purpose, and the conveyance of said
6 property by the City as Grantor under the Boundary Line Agreement to Llane A. Rusnak-Burt
7 and Daniel Burt is hereby ratified.

8 Section 15. Any act pursuant to the authority and prior to the effective date of this
9 ordinance is hereby ratified and confirmed.

Section 16. This ordinance shall take effect and be in force 30 days after its approval by the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it shall take effect as provided by Seattle Municipal Code Section 1.04.020.

Passed by the City Council the 19th day of January, 2016, and signed by me in open session in authentication of its passage this

19th day of January, 2016.



President _____ of the City Council

Approved by me this 29th day of January, 2016.



Edward B. Murray, Mayor

Filed by me this 29th day of January, 2016.



Monica Martinez Simmons, City Clerk

(Seal)

1 Attachments:

2 Att A - SCL 2015 Endangered Species Act Land Deed Acceptance

3 Att B - SCL 2015 Endangered Species Act Land Deed Acceptance

4 Att C - SCL 2015 Endangered Species Act Land Deed Acceptance

5 Att D - SCL 2015 Endangered Species Act Land Deed Acceptance

6 Att E - SCL 2015 Endangered Species Act Land Deed Acceptance

7 Att F - SCL 2015 Endangered Species Act Land Deed Acceptance

8 Att G - SCL 2015 Endangered Species Act Land Deed Acceptance

9 Att H - SCL 2015 Endangered Species Act Land Deed Acceptance

10 Att I - SCL 2015 Endangered Species Act Land Deed Acceptance

11 Att J - SCL 2015 Endangered Species Act Land Deed Acceptance

12 Att K - SCL 2015 Endangered Species Act Land Deed Acceptance

13 Att L - SCL 2015 Endangered Species Act Land Deed Acceptance

14 Att M - SCL 2015 Endangered Species Act Land Deed Acceptance

15 Att N - SCL 2015 Endangered Species Act Land Deed Acceptance

16 Att O - SCL 2015 Endangered Species Act Land Deed Acceptance

17 Att P - SCL 2015 Endangered Species Act Land Deed Acceptance

18 Att Q - SCL 2015 Endangered Species Act Land Deed Acceptance

19 Att R - SCL 2015 Endangered Species Act Land Deed Acceptance

20 Att S - SCL 2015 Endangered Species Act Land Deed Acceptance

21 Att T - SCL 2015 Endangered Species Act Land Deed Acceptance

22 Att U - SCL 2015 Endangered Species Act Land Deed Acceptance



201407240031

Skagit County Auditor

\$72.00

7/24/2014 Page

1 of

11:00AM

When recorded return to:

The City of Seattle

Seattle City Light

Attn: Mary Davis SMT RM 3338

PO Box 34023

Seattle, WA 98124-4023

SKAGIT COUNTY WASHINGTON

REAL ESTATE EXCISE TAX

2014 2638

JUL 24 2014

File Number: JN1767/106974

Amount Paid \$458.90

Skagit Co. Treasurer

By HDB

Deputy

Statutory Warranty Deed

~~Kellie D. Cargile, as her separate estate~~
 THE GRANTORS ~~STEVE A. CARGILE AND KELLIE D. CARGILE, HUSBAND AND WIFE~~, for and in consideration of ~~BOUNDARY LINE ADJUSTMENT AND \$25,000.00~~ in hand paid, conveys and warrants to ~~THE CITY OF SEATTLE, A MUNICIPAL CORPORATION~~, the following described real estate, situated in the County of Skagit, State of Washington: ~~106474~~ **GUARDIAN NORTHWEST TITLE CO.**

THAT PORTION OF LOT 2 OF SKAGIT COUNTY SHORT PLAT NO. 12-85, APPROVED DECEMBER 26, 1985, AND RECORDED DECEMBER 31, 1985 UNDER AUDITOR'S FILE NO. 8512310002 IN VOLUME 7 OF SHORT PLATS, PAGE 62, RECORDS OF SKAGIT COUNTY, WASHINGTON; BEING A PORTION OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 35 NORTH, RANGE 5 EAST, W.M.; LYING NORTHERLY OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 2; THENCE SOUTH 01°39'02" EAST ALONG THE WEST LINE OF SAID LOT 2 A DISTANCE OF 723.00 FEET TO THE BEGINNING OF SAID DESCRIBED LINE; THENCE NORTH 23°49'55" EAST 71.00 FEET; THENCE NORTH 71°14'57" EAST 80.00 FEET; THENCE NORTH 60°57'27" EAST 83.00 FEET; THENCE NORTH 67°02'01" EAST 65.00 FEET; THENCE NORTH 72°14'28" EAST 100.00 FEET TO A POINT ON THE EAST LINE OF SAID LOT 2, SAID POINT BEING SOUTH 01°37'01" EAST AND 549.00 FEET DISTANT OF THE NORTHEAST CORNER OF SAID LOT 2.

The above described property will be combined or aggregated with contiguous property to the North owned by the grantee. This boundary line adjustment is not for the purposes of creating an additional building lot.

This boundary line adjustment is approved by David R. Borden 6/2/2014 of the Skagit County Planning Department.

Tax Parcel Number(s): Portion P40188 to P40185

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

Dated 7-14-14

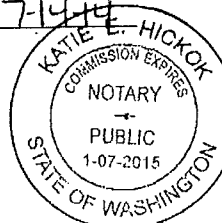
Steve A. Cargile

STATE OF WashingtonCOUNTY OF Skagit

Kellie D. Cargile

SS:

I certify that I know or have satisfactory evidence that ~~Steve A. Cargile~~ and Kellie D. Cargile, the persons who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument and acknowledged it to be his/her/their free and voluntary act for the uses and purposes mentioned in this instrument.

Date: 7-14-14Printed Name: Katie E. Hickok

Notary Public in and for the State of

WashingtonResiding at WtvernMy appointment expires: 1-7-15

Att B - 2015 Endangered Species Act Land Deed Acceptance
VI

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



Skagit County Auditor \$78.00
7/28/2014 Page 1 of 7 1:57PM

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

JUL 28 2014

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

GUARDIAN NORTHWEST TITLE CO.

106974

**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: Described in Exhibit "A" (Legal Description), and as depicted in Exhibit "B"
(Property Map).

Assessor's
Property Tax

Parcel Number(s): 40188, Skagit County to be divided. Parcel number will be assigned at that
time.

Reference Numbers of Documents Assigned or Released: None.

The Grantor enters this Deed for and in consideration of monies coming in whole or in part from
the Salmon Recovery Funding Board Account. Such grant is made pursuant to the Project

Agreements entered into between the Grantor and the Grantee entitled Skagit Tier 1 & Tier 2 Floodplain Acquisition II, Project Number 11-1536A signed by the Grantor on the 13th day of March, 2012 and by the Grantee on the 26th day of March, 2012 and supporting materials which are on file with the Grantor and the Grantee in connection with the Project Agreements.

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 wetland 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



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 24 day of July, 2014

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.

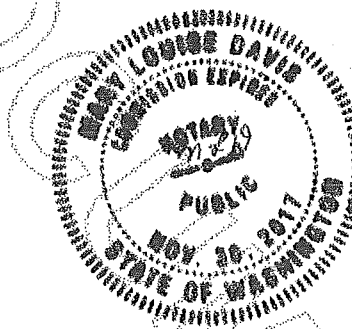
Dated: July 24th, 2014

Signed: Mary Louise Davis

Printed Name: Mary Louise Davis

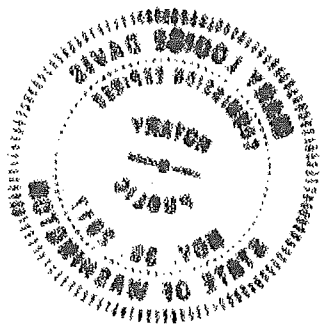
Notary Public in and for the State of Washington,
residing in Edmonds, WA.

My commission expires November 30, 2017



REMAINDER OF PAGE IS INTENTIONALLY BLANK; ADDITIONAL SIGNATURE PAGE
FOLLOWS





GRANTEE:

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

By: Kaleen Cunningham

Name: Kaleen Cunningham

Title: Director

Dated this 18th day of July, 2014

STATE OF WASHINGTON)

COUNTY OF Thurston) ss.

I certify that I know or have satisfactory evidence that Kaleen Cunningham 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.

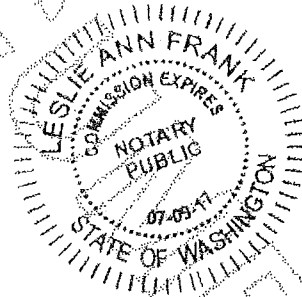
Dated: July 18/2014

Signed: Leslie Ann Frank

Notary Public in and for the State of Washington,

residing in Thurston County

My commission expires 7-9-17



201407280137

Exhibit A: Legal Description

THAT PORTION OF LOT 2, OF SKAGIT COUNTY SHORT PLAT NO. 12-85, APPROVED DECEMBER 26, 1985, AND RECORDED DECEMBER 31, 1985 UNDER AUDITOR'S FILE NO. 8512310002 IN VOLUME 7 OF SHORT PLATS, PAGE 62, RECORDS OF SKAGIT COUNTY, WASHINGTON, BEING A PORTION OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 35 NORTH, RANGE 5 EAST, W.M.; LYING NORTHERLY OF THE FOLLOWING DESCRIBED LINE:

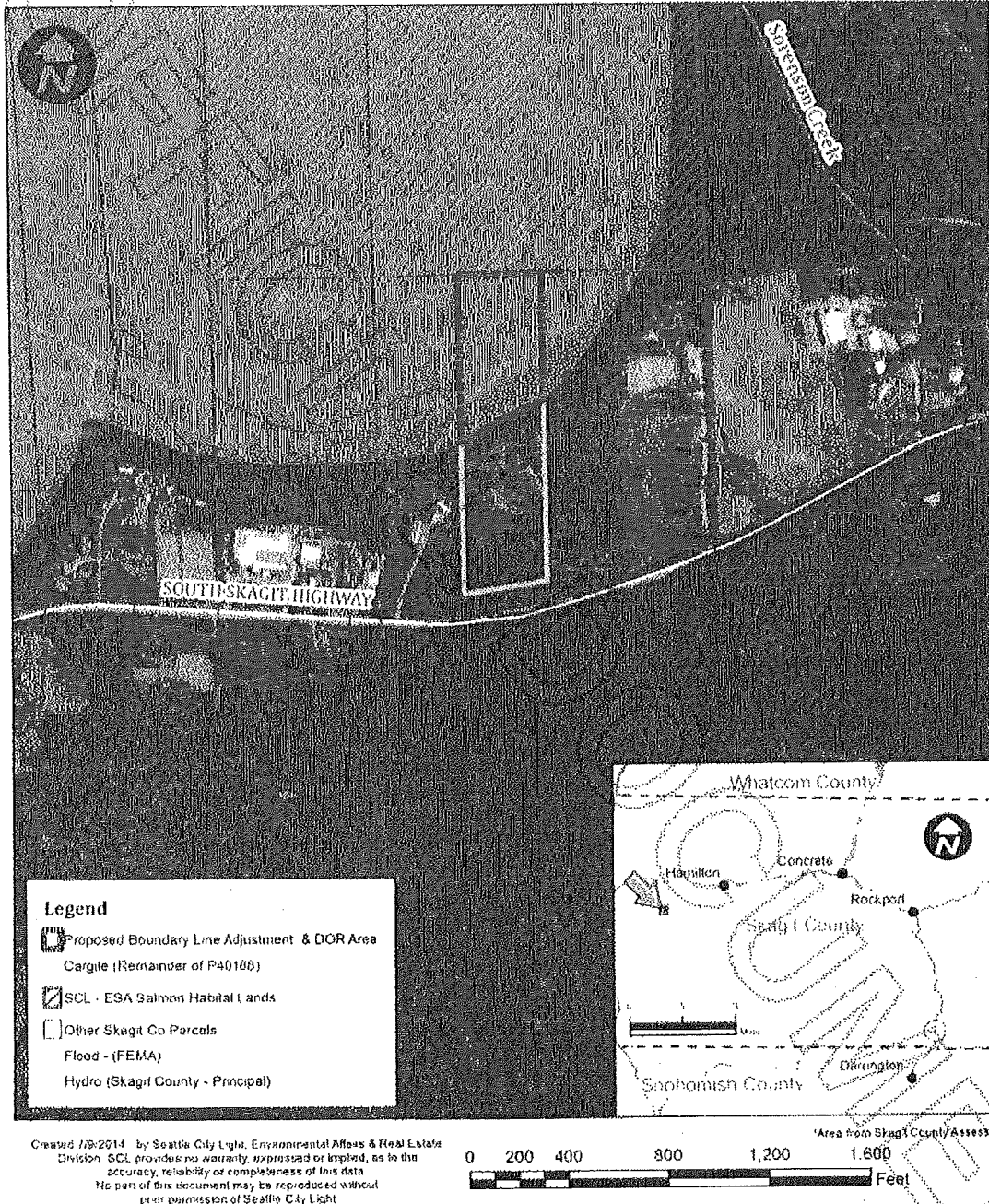
COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 2;
THENCE SOUTH $01^{\circ}39'02''$ EAST ALONG THE WEST LINE OF SAID LOT 2 A DISTANCE OF 723.00 FEET TO THE BEGINNING OF SAID DESCRIBED LINE;
THENCE NORTH $23^{\circ}49'55''$ EAST 71.00 FEET;
THENCE NORTH $71^{\circ}14'57''$ EAST 80.00 FEET;
THENCE NORTH $60^{\circ}57'27''$ EAST 83.00 FEET;
THENCE NORTH $67^{\circ}02'01''$ EAST 65.00 FEET;
THENCE NORTH $72^{\circ}14'28''$ EAST 100.00 FEET TO A POINT ON THE EAST LINE OF SAID LOT 2, SAID POINT BEING SOUTH $01^{\circ}37'01''$ EAST AND 549.00 FEET DISTANT OF THE NORTHEAST CORNER OF SAID LOT 2.

Situate in the State of Washington, County of Skagit



Exhibit B: Proposed Acquisition Cargile (P 40188)

Project Number 11-1536A
Skagit Tier I & Tier II
Floodplain Acquisition II
Township 35 Range 05 Section 25





201407160039

Skagit County Auditor \$74.00
7/16/2014 Page 1 of 3 3:40PM

When recorded return to:
Seattle City Light
Real Estate Services
Attn: Mary Davis, SMT Room 3338
700 5th Ave Ste 3200
Post Office Box 34023
Seattle, WA 98124-4023

Recorded at the request of:
Guardian Northwest Title
File Number: 107131

Statutory Warranty Deed

107131-1
GUARDIAN NORTHWEST TITLE CO.

THE GRANTORS Richard Delay, as his separate estate, as to Tracts 3 and 4; and Jodelle E. Matthews, who is now known as Jodelle Delay, as her separate estate, and Richard Delay, as his separate estate, as to Tract 5 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:

Section 16, Township 35 North, Range 8 East; Ptn. of Gov. Lots 1 and 5 (aka Tracts 3, 4 and 5, S.P. #123-77)

For Full Legal See Attached Exhibit "A"

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

Tax Parcel Number(s): P44002, 350816-0-006-0501, P44001, 350816-0-006-0502, P43998, 350816-0-006-0205

Dated 6-10-14

Jodelle E. Matthews

Richard Delay

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

20142528
JUL 16 2014

Amount Paid \$ 3565.00

Skagit Co. Treasurer
By M6 Deputy

STATE OF Washington }
COUNTY OF King } SS:

I certify that I know or have satisfactory evidence that Jodelle E. Matthews and Richard Delay, the persons who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument and acknowledge it to be his/her/their free and voluntary act for the uses and purposes mentioned in this instrument.

Date: 6/10/14

Printed Name: Drew McMurry
Notary Public in and for the State of Washington
Residing at 15415 Westminister Way N. Seattle
My appointment expires: Jan 13, 2018

Notary Public
State of Washington
DREW MCMURRY
My Appointment Expires Jan 13, 2018

EXHIBIT A

Tracts 3, 4 and 5 of Short Plat No. 123-77, approved January 6, 1978, recorded January 6, 1978, in Volume 2 of Short Plats, page 171, as Auditor's File No. 871594, records of Skagit County, Washington, being a portion of Government Lot 1 and Government Lot 5, Section 16, Township 35 North, Range 8 East, W.M.

TOGETHER WITH a non-exclusive easement for ingress, egress and utilities over and across Hazel Place, Tract "A" and the easement road as shown on said Short Plat as providing access to the Gordon Road.



201407160039

Skagit County Auditor \$74.00
7/16/2014 Page 2 of 3 3:40PM

LPB 10-05(i-l)
Page 2 of 2

Exhibit B

EXCEPTIONS:

A. RESERVATIONS, PROVISIONS AND/OR EXCEPTIONS CONTAINED IN INSTRUMENT:

Executed By: State of Washington
Recorded: June 30, 1910 and March 14, 1917
Auditor's No.: 80070 and 118036

B. EASEMENT, INCLUDING TERMS AND PROVISIONS THEREOF:

Grantee: The County of Skagit
Recorded: November 26, 1924
Auditor's No. 179043
Purpose: Establish and maintenance of hydrographic station
Area Affected: Real estate under search and other property

C. ANY AND ALL OFFERS OF DEDICATIONS, CONDITIONS, RESTRICTIONS, EASEMENTS, FENCE LINE/BOUNDARY DISCREPANCIES, NOTES, PROVISIONS AND/OR ANY OTHER MATTERS AS DISCLOSED AND/OR DELINEATED ON THE FACE OF THE FOLLOWING PLAT/SHORT PLAT/SURVEY:

Name: Short Plat 123-77
Recorded: January 6, 1976
Auditor's No.: 871594

D. ANY AND ALL OFFERS OF DEDICATIONS, CONDITIONS, RESTRICTIONS, EASEMENTS, FENCE LINE/BOUNDARY DISCREPANCIES, NOTES, PROVISIONS AND/OR ANY OTHER MATTERS AS DISCLOSED AND/OR DELINEATED ON THE FACE OF THE FOLLOWING PLAT/SHORT PLAT/SURVEY:

Name: Survey
Recorded: May 31, 1994
Auditor's No.: 9405310111

E. Right of the general public to the unrestricted use of all the waters of a navigable body of water, not only for the primary purposes of navigation, but also for corollary purposes, including (but not limited to) fishing, boating, bathing, swimming, water skiing and other related recreational purposes, as those waters may affect the tidelands, shorelands, or adjoining uplands, and whether the level of the water has been raised naturally or artificially to a maintained or fluctuating level, all as further defined by the decisional law of this state. (Affects all of the premises subject to such submergence.)

F. Any adverse claim by reason of any change in the location of the boundaries of said premises which may have resulted from any change in the location of the River/Creek herein named, or its banks, or which may result from such change in the future.

River/Creek: Skagit River

Guardian Northwest Title and Escrow, Agent for
First American Title Insurance Company



201407160039

Skagit County Auditor \$74.00
7/16/2014 Page 3 of 3 3:40PM

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



201407160040

Skagit County Auditor \$78.00
7/16/2014 Page 1 of 7 3:40PM

GUARDIAN NORTHWEST TITLE CO.

107131-2

**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: Tracts 3, 4 and 5 of Short Plat No. 123-77, approved January 6, 1978, recorded
January 6, 1978, in Volume 2 of Short Plats, page 171, as Auditor's File No.
871594, records of Skagit County, Washington; being a portion of Government
Lot 1 and Government Lot 5, Section 16, Township 35 North, Range 8 East,
W.M., Skagit County, Washington State.

More particularly described in Exhibit "A" (Legal Description), and as depicted
in Exhibit "B" (Property Map).

Assessor's
Property Tax
Parcel Number(s): 44001 and 43998, Skagit County

Reference Numbers of Documents Assigned or Released: None.

The Grantor enters this Deed for and in consideration of monies coming in whole or in part from the Salmon Recovery Funding Board Account. Such grant is made pursuant to the Project Agreements entered into between the Grantor and the Grantee entitled Skagit Tier 1 & Tier 2 Floodplain Acquisition II, Project Number 11-1536A signed by the Grantor on the 13th day of March, 2012 and by the Grantee on the 26th day of March, 2012 and supporting materials which are on file with the Grantor and the Grantee in connection with the Project Agreements.

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



201407160040

Skagit County Auditor

7/16/2014 Page

2 of 7

\$78.00

7 3:40PM

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.

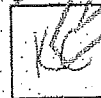
This Deed may not be removed or altered from the Real Property unless specific approval has been granted by the Washington State Recreation and Conservation Office and/or the Washington State Salmon Recovery Funding Board or its successors.

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.

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201407160040



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 17 day of June, 2014

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: June 17, 2014

Signed: Mary Louise Davis

Printed Name: Mary Louise Davis

Notary Public in and for the State of Washington,

residing in Edmonds, WA.

My commission expires November 30, 2017

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FOLLOWS



201407160040

Skagit County Auditor

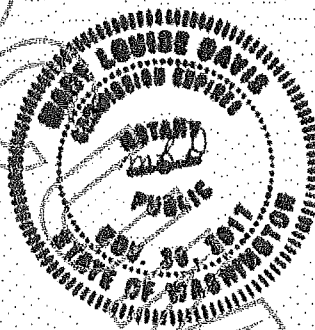
\$78.00

7/16/2014 Page

4 of

7 3:40PM

4 of 7



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 3rd day of July, 2014

STATE OF WASHINGTON

COUNTY OF Thurston

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.

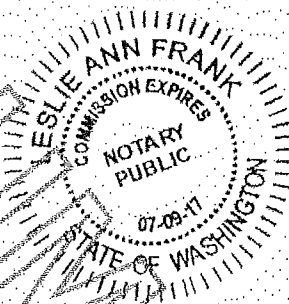
Dated: June 3, 2014

Signed: Leslie Ann Frank

Notary Public in and for the State of Washington,

residing in Thurston County

My commission expires 7-9-17



201407160040

Skagit County Auditor

\$78.00

7/16/2014 Page

5 of

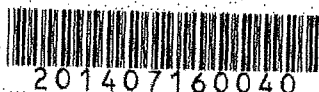
7 3:40PM

Exhibit A: Legal Description

Traets 3, 4 and 5 of Short Plat No. 123-77, approved January 6, 1978, recorded January 6, 1978, in Volume 2 of Short Plats, page 171, as Auditor's File No. 871594, records of Skagit County, Washington, being a portion of Government Lot 1 and Government Lot 5, Section 16, Township 35 North, Range 8 East, W.M.

TOGETHER WITH a non-exclusive easement for ingress, egress and utilities over and across Hazel Place, Tract "A" and the easement road as shown on said Short Plat as providing access to the Gordon Road.

Situate in the State of Washington, County of Skagit



201407160040

Skagit County Auditor

\$78.00

7/16/2014 Page

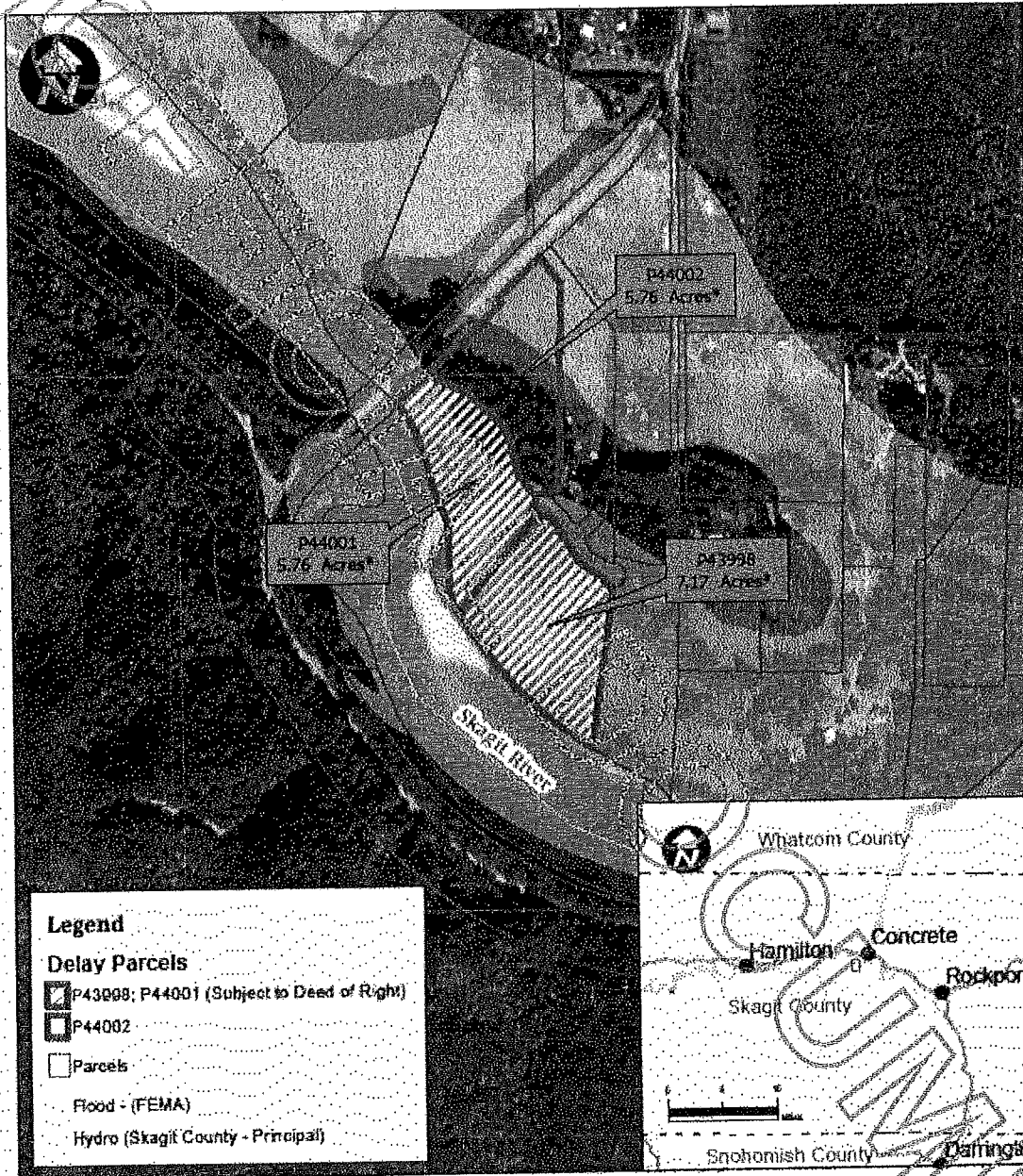
6 of

7

3:40PM

Project Number: 11-1536A
Skagit Tier 1 & Tier 2
Floodplain Acquisition II
Township 35 Range 08 Section 16

Delay, Richard (P44001, P44002, P43998)



Created 6/2/2014, by Seattle City Light, Environmental Affairs & Real Estate Division. BCL provides no warranty, expressed or implied, as to the accuracy, reliability or completeness of this data.
No part of this document may be reproduced without prior permission of Seattle City Light.

0 200 400 800 1,200 1,600 Feet



201407160040

Skagit County Auditor \$78.00
7/16/2014 Page 7 of 7 3:40PM

When recorded return to:
The City of Seattle, a Municipal Corporation
Real Estate Services
Attention: Mary Davis, SMT Room 3338
700 5th Avenue, Ste 3200
Post Office Box 34023
Seattle, WA 98124-4023

Recorded at the request of:
Guardian Northwest Title
File Number: 106736

201410240069
Skagit County Auditor
10/24/2014 Page 1 of 2 10:41AM \$73.00

Statutory Warranty Deed

106736
GUARDIAN NORTHWEST TITLE CO.

THE GRANTORS Bobbie R. Edwards and Deann H. Edwards, Husband and Wife, married at all times of ownership of 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 the following described real estate, situated in the County of Skagit, State of Washington

Abbreviated Legal:

Section 8, Township 35 North, Range 11 East; Ptn. of Gov't Lot 1

Tax Parcel Number(s): P45979, 351108-0-016-0000

The East 860 feet of that portion of Government Lot 1, Section 8, Township 35 North, Range 11 East, W.M., lying South of the Cascade Highway

EXCEPT any portion lying Northeasterly of Cascade River, as it existed on September 22, 1997.

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

Dated 9-30-2014

Bobby R. Edwards

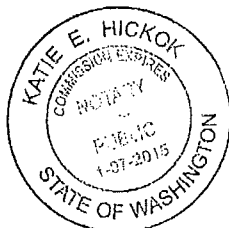
Deann H. Edwards

STATE OF Washington
COUNTY OF Skagit

SS:

I certify that I know or have satisfactory evidence that Bobby R. Edwards and Deann H. Edwards, the persons who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument and acknowledge it to be his/her/their free and voluntary act for the uses and purposes mentioned in this instrument.

Date: 9-30-14



Printed Name: Katie Hickok

Notary Public in and for the State of

Washington

Residing at

My appointment expires: 1/07/2015

SKAGIT COUNTY WASHINGTON

REAL ESTATE EXCISE TAX

20144003

OCT 24 2014

Amount Paid \$0
Skagit Co. Treasurer
By [Signature] Deputy

Exhibit A

EXCEPTIONS:

A. Any adverse claim by reason of any change in the location of the boundaries of said premises which may have resulted from any change in the location of the River/Creek herein named, or its banks, or which may result from such change in the future.

River/Creek: The Cascade River

B. Right of the general public to the unrestricted use of all the waters of a navigable body of water, not only for the primary purposes of navigation, but also for corollary purposes, including (but not limited to) fishing, boating, bathing, swimming, water skiing and other related recreational purposes, as those waters may affect the tidelands, shorelands, or adjoining uplands, and whether the level of the water has been raised naturally or artificially to a maintained or fluctuating level, all as further defined by the decisional law of this state. (Affects all of the premises subject to such submergence.)

Guardian Northwest Title and Escrow, Agent for
First American Title Insurance Company



201410240069

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



201410300075

Skagit County Auditor

\$78.00

10/30/2014 Page

1 of 7 1:37PM

**SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX**

OCT 30 2014

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

GUARDIAN NORTHWEST TITLE CO.

106736

**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: The East 860 feet of that portion of Government Lot 1, Section 8, Township 35
North, Range 11 East, W.M., lying South of the Cascade Highway.

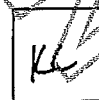
EXCEPT any portion lying Northeasterly of Cascade River, as it existed on
September 22, 1997. Situate in the County of Skagit, State of Washington.

More particularly described in Exhibit "A" (Legal Description), and as depicted
in Exhibit "B" (Property Map).

Assessor's

Property Tax

Parcel Number(s): 45979, Skagit County, Washington



Reference Numbers of Documents Assigned or Released: None.

The Grantor enters this Deed for and in consideration of monies coming in whole or in part from the Salmon Recovery Funding Board Account. Such grant is made pursuant to the Project Agreements entered into between the Grantor and the Grantee entitled Skagit Tier 1 & Tier 2 Floodplain Acquisition II, Project Number 11-1536A signed by the Grantor on the 13th day of March, 2012 and by the Grantee on the 26th day of March, 2012 and supporting materials which are on file with the Grantor and the Grantee in connection with the Project Agreements.

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

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Page 3 of 7



201410300075

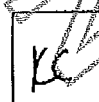
Skagit County Auditor

10/30/2014 Page

3 of

7 1:37PM

\$78.00



GRANTOR:

City of Seattle acting by and through Seattle City Light Department

By: _____

Name: Lynn Best

Title: Environmental Affairs and Real Estate Division Director

Dated this 8 day of September, 2014

STATE OF WASHINGTON)

) ss

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: September 8th 2014

Signed: Mary Louise Davis

Printed Name: Mary Louise Davis

Notary Public in and for the State of Washington,

residing in Edmonds, WA.

My commission expires November 30, 2017



REMAINDER OF PAGE IS INTENTIONALLY BLANK; ADDITIONAL SIGNATURE PAGE FOLLOWS



VI

GRANTEE:

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

By:

Name:

Title:

Dated this 5th day of September, 2014

STATE OF WASHINGTON

COUNTY OF Thurston)

I certify that I know or have satisfactory evidence that Kaleen Nottingham 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.

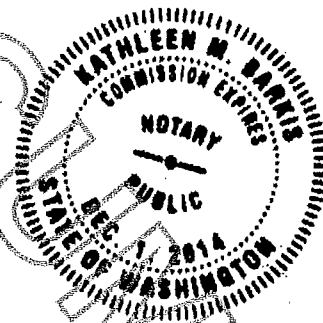
Dated: 9-5-14

Signed: Kathleen M. Banks

Notary Public in and for the State of Washington,

residing in Lacey, WA

My commission expires 12-1-14



140



Exhibit A: Legal Description

The East 860 feet of that portion of Government Lot 1, Section 8, Township 35 North, Range 11 East, W.M., lying South of the Cascade Highway.

EXCEPT any portion lying Northeasterly of Cascade River, as it existed on September 22, 1997.

Situate in the County of Skagit, State of Washington.

Page 6 of 7



201410300075

Skagit County Auditor

\$78.00

10/30/2014 Page

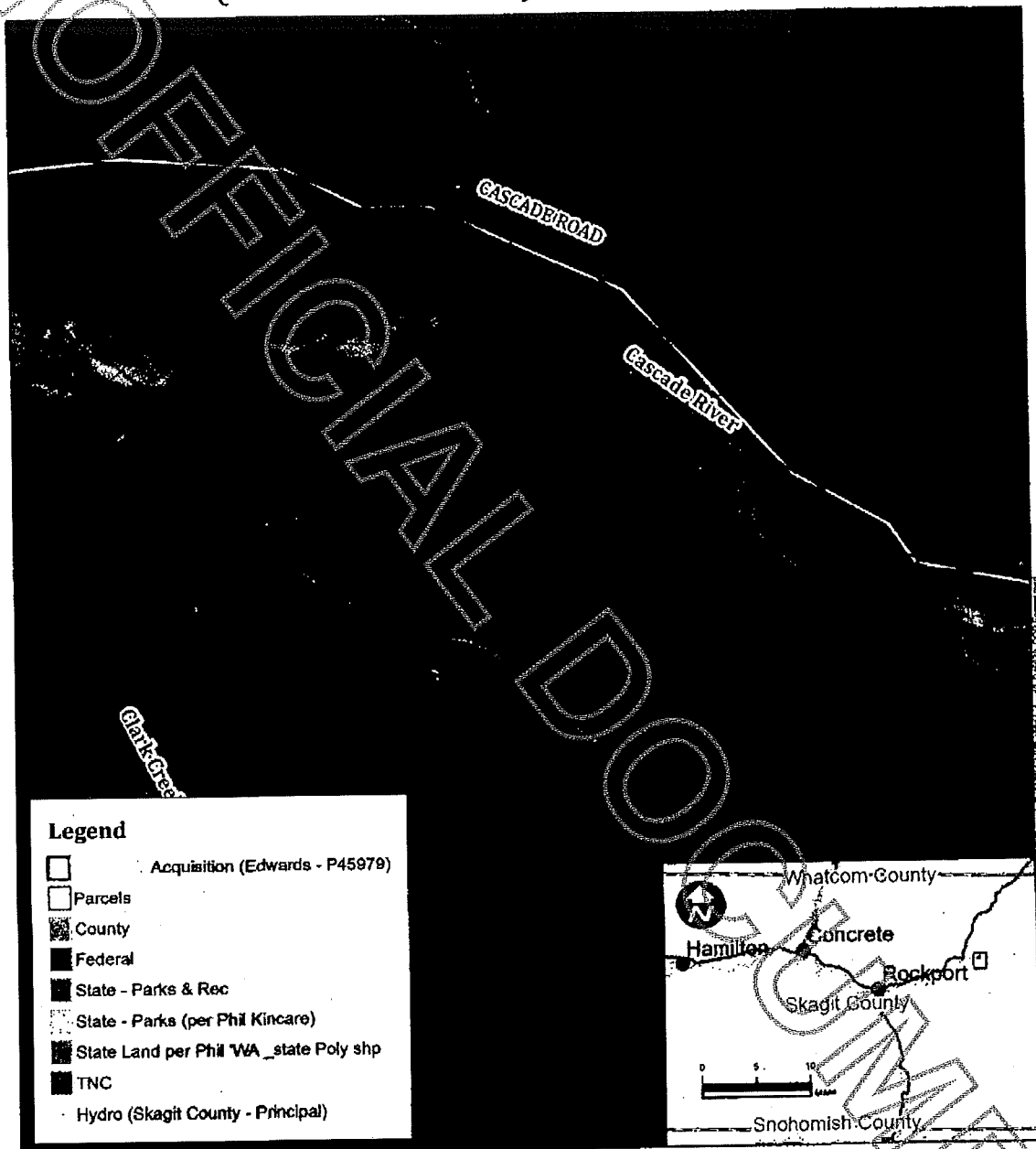
6 of

7

1:37PM

Exhibit B: Acquisition (Edwards P45979)

Project Number 11-1538A
Skagit Tier 1 & Tier 2
Floodplain Acquisition II
Section 08 Township 35 Range 11



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201402070086

Skagit County Auditor

2/7/2014 Page

1 of

2 3:21PM \$73.00

When recorded return to:

The City of Seattle, a municipal corporation of the State of Washington
700 5th Ave Ste 3200 PO BOX 34023
Seattle, WA 98124-4023

Att: Mary Davis SMT Rm 3338
Recorded at the request of

File Number: 106630

Statutory Warranty Deed

106630
GUARDIAN NORTHWEST TITLE CO.

THE GRANTOR Phillip H. Jacobs, 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 Skagit, State of Washington

Abbreviated Legal:

Lot 48, Carefree Acres, Subdiv. No. 1

Tax Parcel Number(s): P63529, 3870-000-048-0005

Lot 48 of the PLAT OF CAREFREE ACRES, SUBDIVISION NO. 1, as per plat recorded in Volume 8 of Plats, page 62, records of Skagit County, Washington.

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

Dated

2-7-14

Phillip H. Jacobs

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

2014 411

FEB 07 2014

Amount Paid \$ 369.90
Skagit Co. Treasurer
By Deputy

STATE OF Washington

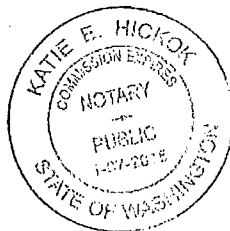
COUNTY OF Skagit

SS:

I certify that I know or have satisfactory evidence that Phillip H. Jacobs, the persons who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument and acknowledge it to be his/her/their free and voluntary act for the uses and purposes mentioned in this instrument.

Date:

2-7-14



Printed Name: Katie Hickok

Notary Public in and for the State of

Residing at

Mt Vernon

Washington

My appointment expires: 1/07/2015

Exhibit A

EXCEPTIONS:

A. Construction and Maintenance Obligations as set forth on the face of said Plat:

"The cost of constructing and maintaining all roads, streets and alleys within this plat and all access roads to this plat shall be the obligation of all the owners of the lots of the plat and of any additional plats that may be served by these roads, streets and alleys.

In the event that the owners of any of these lots of this plat or any additional plats shall petition the County Commissioners to include these roads in the county road system, it is hereafter agreed by said lot owners that roads involved shall first be constructed to prevailing county standards and to the county engineers approval by said lot owners."

B. EASEMENT DISCLOSED BY INSTRUMENT AND CONDITIONS CONTAINED THEREIN:

In Favor Of: Not disclosed
For: Utilities
Affects: 5 foot strip along adjoining roadway
Dated: July 12, 1969
Recorded: July 18, 1969
Auditor's No.: 728948

C. PROTECTIVE COVENANTS AND/OR EASEMENTS, BUT OMITTING RESTRICTIONS, IF ANY, BASED ON RACE, COLOR, RELIGION OR NATIONAL ORIGIN:

Dated: August 5, 1992
Recorded: August 18, 1992
Auditor's No.: 9208180055
Executed By: Bestland Associates

Said instrument is a rerecording of instrument recorded under Auditor's File No. 9208120081.

D. REGULATORY NOTICE/AGREEMENT THAT MAY INCLUDE COVENANTS, CONDITIONS AND RESTRICTIONS AFFECTING THE SUBJECT PROPERTY:

Auditor's File No.: 8407250023
Document Title: Variance
Regarding: Substandard lots

Reference is hereby made to the record for the full particulars of said notice/agreement. However, said notice/agreement may have changed or may in the future change without recorded notice.

Guardian Northwest Title and Escrow, Agent for
First American Title Insurance Company



201402070086

Skagit County Auditor

2/7/2014 Page

2 of

\$73.00

2 3:21PM

35,000

1060128

628.08

When recorded return to:
Seattle City Light
Real Estate Services
Attn: Mary Davis, SMT Room 3338
700 5th Avenue, Suite 3200
Post Office Box 34023
Seattle, WA 98124-4023



201409300502 1 PG
09/30/2014 11:43am \$72.00
SNOHOMISH COUNTY, WASHINGTON

Recorded at the request of:
First American Title Insurance Company
File Number: L108734

No. 7423185 9/30/2014 11:19 AM
Thank you for your payment.
TYLER

Statutory Warranty Deed

FIRST AMERICAN 2207006

THE GRANTOR Robert C Jarvis, as his sole and 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 the following described real estate, situated in the County of Snohomish, State of Washington

Abbreviated Legal:

PTN GL 4, SECT 25, TWP 32N RGE 9E, SNOHOMISH COUNTY

Tax Parcel Number(s): 320925.001-010-00

TRACT 4, SHORT PLAT NO. 63 (4-74), RECORDED UNDER RECORDING NO. 2338988, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, BEING A PORTION OF GOVERNMENT LOT 4, SECTION 25, TOWNSHIP 32 NORTH, RANGE 9 EAST, W.M., LYING WESTERLY OF THE MOUNTAIN LOOP HIGHWAY.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

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

Dated

9.25.14

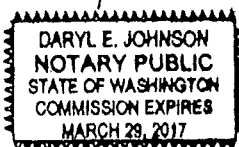
Robert C Jarvis

STATE OF Washington
COUNTY OF Snohomish SS:

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

Date:

9/25/14



Printed Name: Daryl E. Johnson
Notary Public in and for the State of Washington
Residing at Mayville
My appointment expires: 3/29/17

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



201410230354 7 PGS
10/23/2014 2:13pm \$78.00
SNOHOMISH COUNTY, WASHINGTON

This document is filed for record by FIRST
AMERICAN TITLE INSURANCE CO. as an
accommodation only. It has not been examined
as to its execution or as to its affect upon
the title.

**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

FIRST AMERICAN 2207006

Description: PTN GL4, SEC 25 TWP 32N RGE 9E, Snohomish County. More particularly
described in Exhibit "A" (Legal Description) and as depicted in Exhibit "B"
(Property Map).

Assessor's Property Tax Parcel Number(s): P 320925-001-010-00, Snohomish County

Reference Numbers of Documents Assigned or Released: None.

The Grantor enters this Deed for and in consideration of monies coming in whole or in part from
the Salmon Recovery Funding Board Account. Such grant is made pursuant to the Project
Agreement entered into between the Grantor and the Grantee entitled Middle Skagit Habitat
Protection, Project Number 13-1056C signed by the Grantor on the 24th day of December, 2013

and the Grantee the 6th day of January, 2014 and supporting materials which are on file with the Grantor and the Grantee in connection with the Project Agreement.

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

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

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

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

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

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

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

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

REMAINDER OF PAGE IS INTENTIONALLY BLANK; SIGNATURE PAGES FOLLOW

GRANTOR:

City of Seattle acting by and through Seattle City Light Department

By

Colleen McShane for L Best

Name: Lynn Best

Title: Environmental Affairs and Real Estate Division Director

Dated this 9 day of October, 2014

STATE OF WASHINGTON)

COUNTY OF KING) ss

I certify that I know or have satisfactory evidence that *Colleen McShane for* 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: October 9, 2014

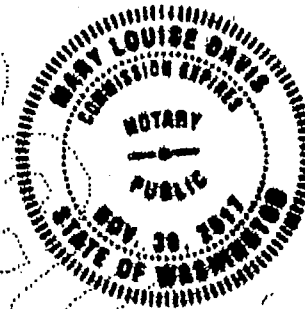
Signed: Mary Louise Davis

Printed Name: Mary Louise Davis

Notary Public in and for the State of Washington,

residing in Edmonds, WA.

My commission expires November 30, 2017



REMAINDER OF PAGE IS INTENTIONALLY BLANK; ADDITIONAL SIGNATURE PAGE
FOLLOWS

GRANTEE:

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

By: Kateen Cottingham

Name: Kateen Cottingham

Title: Director

Dated this 10th day of October, 2014

STATE OF WASHINGTON

COUNTY OF Thurston ss.

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

Dated: 10/6/14

Signed: Leslie Ann Frank

Notary Public in and for the State of Washington,

residing in Thurston County

My commission expires 7-9-17

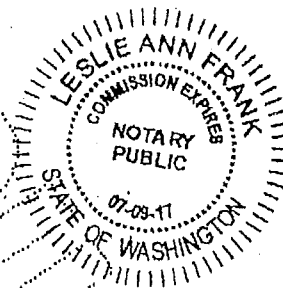


EXHIBIT A

Legal Description

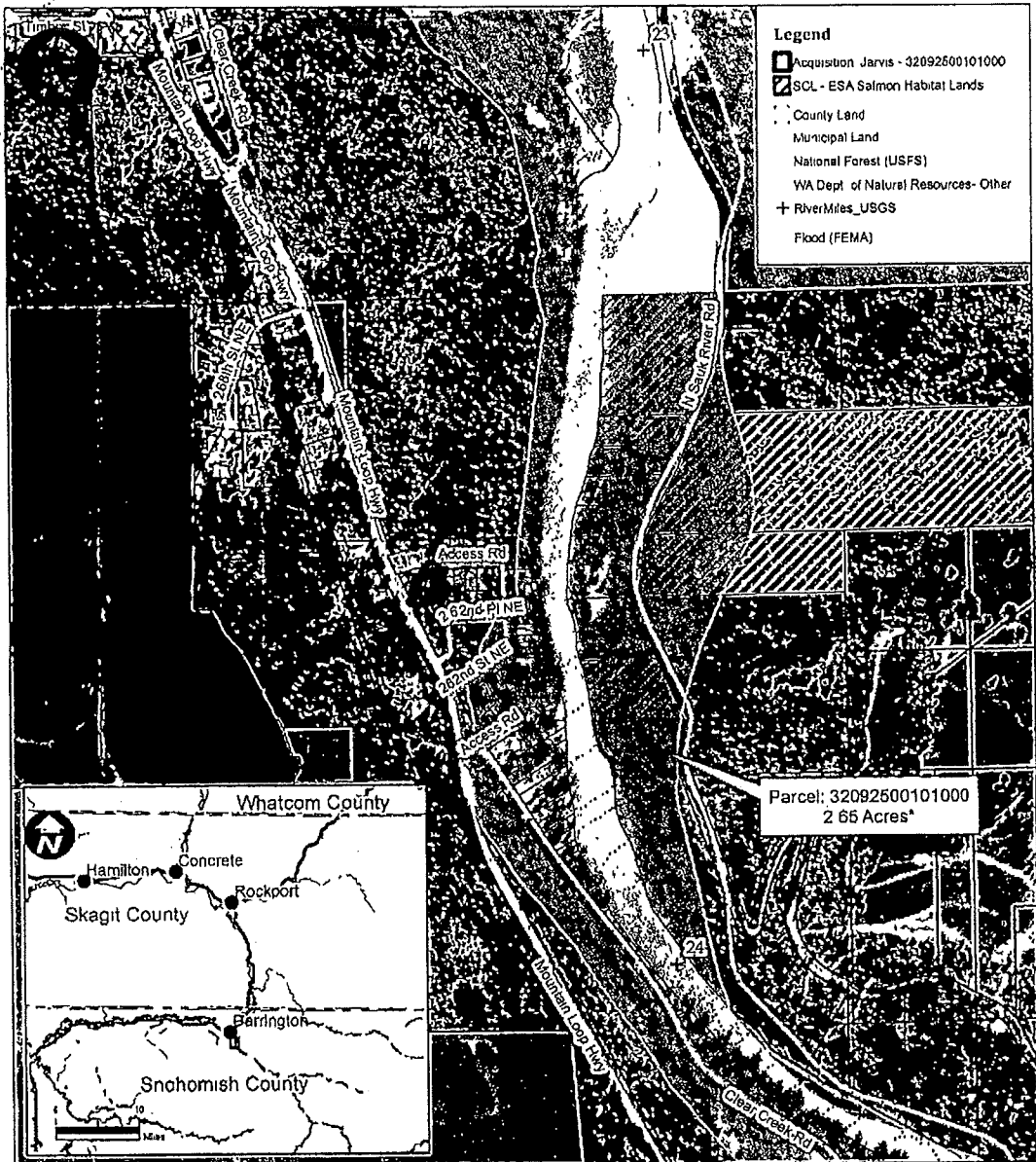
TRACT 4, SHORT PLAT NO. 63(4-74), RECORDED UNDER RECORDING NO. 2338988,
RECORDS OF SNOHOMISH COUNTY, WASHINGTON; BEING A PORTION OF
GOVERNMENT LOT 4, SECTION 25, TOWNSHIP 32 NORTH, RANGE 9 EAST, W.M.,
LYING WESTERLY OF THE MOUNTAIN LOOP HIGHWAY.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

Exhibit B: Acquisition
(Jarvis, Robert. Parcel No. 32092500101000)

Project Number 13-1056C
Middle Skagit Habitat Protection

Section 25 Township 32 Range 09



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prior permission of Seattle City Light

*Acre's from Snohomish County Assessor

When recorded return to:
The City of Seattle, a Municipal Corporation
Attn: Mary Davis, SMT Room 3338
700 5th Ave Ste 3200/PO Box 34023
Seattle, WA 98124

Recorded at the request of:
Guardian Northwest Title
File Number: 107230



201409120068

Skagit County Auditor \$73.00
9/12/2014 Page 1 of 2 10:34AM

Statutory Warranty Deed

107230
GUARDIAN NORTHWEST TITLE CO.

THE GRANTOR Luciguela E. King-Smith, 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** the following described real estate, situated in the County of Skagit, State of Washington

Abbreviated Legal:

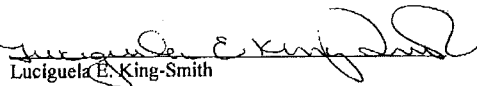
Section 22, Township 35 North, Range 7 East; Ptn. Gov. Lot 5 (aka Tracts 1, 2 & 3, SP #23-75)

Tax Parcel Number(s): P43115, 350722-0-005-0100, P43119, 350722-0-005-0506, P43120, 350722-0-005-0605

Tracts 1, 2 and 3 of Skagit County Short Plat No. 23-75, approved November 18, 1975, recorded November 20, 1975, in Volume 1 of Short Plats, Page 81, under Auditor's File No. 826383, records of Skagit County, Washington; being a portion of the West 1/2 of Government Lot 5, Section 22, Township 35 North, Range 7 East, W.M.

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

Dated 8-26-14


Luciguela E. King-Smith

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

20143371

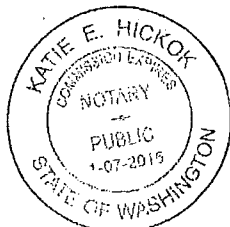
SEP 12 2014

Amount Paid \$ 628.⁰⁰
Skagit Co. Treasurer
By  Deputy

STATE OF Washington)
COUNTY OF Skagit) SS:

I certify that I know or have satisfactory evidence that Luciguela E. King-Smith, the persons who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument and acknowledge it to be his/her/their free and voluntary act for the uses and purposes mentioned in this instrument.

Date: 8-20-14




Printed Name: Katie Hickok
Notary Public in and for the State of Washington
Residing at Mt Vernon
My appointment expires: 1/07/2015

Exhibit A

EXCEPTIONS:

A. ANY AND ALL OFFERS OF DEDICATIONS, CONDITIONS, RESTRICTIONS, EASEMENTS, FENCE LINE/BOUNDARY DISCREPANCIES, NOTES, PROVISIONS AND/OR ANY OTHER MATTERS AS DISCLOSED AND/OR DELINEATED ON THE FACE OF THE FOLLOWING PLAT/SHORT PLAT/SURVEY:

Name: Short Plat 23-75
Recorded: November 20, 1975
Auditor's No.: 826383

B. LOT CERTIFICATION, INCLUDING THE TERMS AND CONDITIONS THEREOF. REFERENCE TO THE RECORD BEING MADE FOR FULL PARTICULARS. THE COMPANY MAKES NO DETERMINATION AS TO ITS AFFECTS.

Recorded: October 3, 2005
Auditor's No.: 200510030188
Affects: Lot 2

C. LOT CERTIFICATION, INCLUDING THE TERMS AND CONDITIONS THEREOF. REFERENCE TO THE RECORD BEING MADE FOR FULL PARTICULARS. THE COMPANY MAKES NO DETERMINATION AS TO ITS AFFECTS.

Recorded: October 3, 2005
Auditor's No.: 200510030187
Affects: Lot 3

D. Right of the general public to the unrestricted use of all the waters of a navigable body of water, not only for the primary purposes of navigation, but also for corollary purposes, including (but not limited to) fishing, boating, bathing, swimming, water skiing and other related recreational purposes, as those waters may affect the tidelands, shorelands, or adjoining uplands, and whether the level of the water has been raised naturally or artificially to a maintained or fluctuating level, all as further defined by the decisional law of this state. (Affects all of the premises subject to such submergence.)

E. Any adverse claim by reason of any change in the location of the boundaries of said premises which may have resulted from any change in the location of the River/Creek herein named, or its banks, or which may result from such change in the future.

River/Creek: Skagit River



201409120068

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



201409180080

Skagit County Auditor \$78.00
9/18/2014 Page 1 of 7 3:45PM

**SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX**

SEP 18 2014

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

GUARDIAN NORTHWEST TITLE CO.

107230

**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:

Tracts 1, 2, and 3 of Skagit County Short Plat No. 23-75, approved November
18, 1975, recorded November 20, 1975, in Volume 1 of Short Plats, Page 81,
under Auditor's File No. 826383, records of Skagit County, Washington; being a
portion of the West ½ of Government Lot 5, Section 22, Township 35 North,
Range 7 East, W. M., Skagit County, Washington State.

Described in Exhibit "A" (Legal Description), and as depicted in Exhibit "B"
(Property Map).

Assessor's
Property Tax
Parcel Number(s): 43115, 43119 and 43120, Skagit County

Reference Numbers of Documents Assigned or Released: None.

The Grantor enters this Deed for and in consideration of monies coming in whole or in part from the Salmon Recovery Funding Board Account. Such grant is made pursuant to the Project Agreements entered into between the Grantor and the Grantee entitled Savage Slough Acquisition and Restoration, Project Number 09-1450C signed by the Grantor on the 23rd day of December, 2009 and by the Grantee on the 5th day of January, 2010 and supporting materials which are on file with the Grantor and the Grantee in connection with the Project Agreements.

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

Page 2 of 7



201409180080

Skagit County Auditor

9/18/2014 Page 2 of 7

2 of 7 3:45PM

\$78.00



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



GRANTOR:

City of Seattle acting by and through Seattle City Light Department

By:  for Lynn Best

Name: Lynn Best

William Devereaux

Title: Environmental Affairs and Real Estate Division Director

Dated this 15 day of September, 2014

STATE OF WASHINGTON

COUNTY OF KING

) ss

William Devereaux
for

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: September 15, 2014

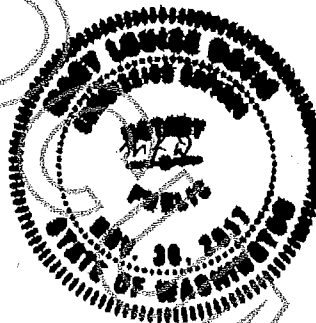
Signed: Mary Louise Davis

Printed Name: Mary Louise Davis

Notary Public in and for the State of Washington,

residing in Edmonds, WA.

My commission expires November 30, 2017



REMAINDER OF PAGE IS INTENTIONALLY BLANK; ADDITIONAL SIGNATURE PAGE FOLLOWS



GRANTEE:

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

By: _____

Name: _____

Title: _____

Dated this 10th day of September, 2014

STATE OF WASHINGTON)

COUNTY OF Thurston)

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: _____

Signed: _____

Notary Public in and for the State of Washington,

residing in _____

My commission expires _____

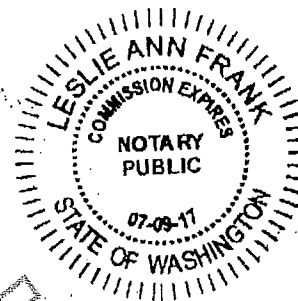


Exhibit A: Legal Description

Tracts 1, 2, and 3 of Skagit County Short Plat No. 23-75, approved November 18, 1975, recorded November 20, 1975, in Volume 1 of Short Plats, Page 81, under Auditor's File No. 826383, records of Skagit County, Washington; being a portion of the West ½ of Government Lot 5, Section 22, Township 35 North, Range 7 East, W. M..

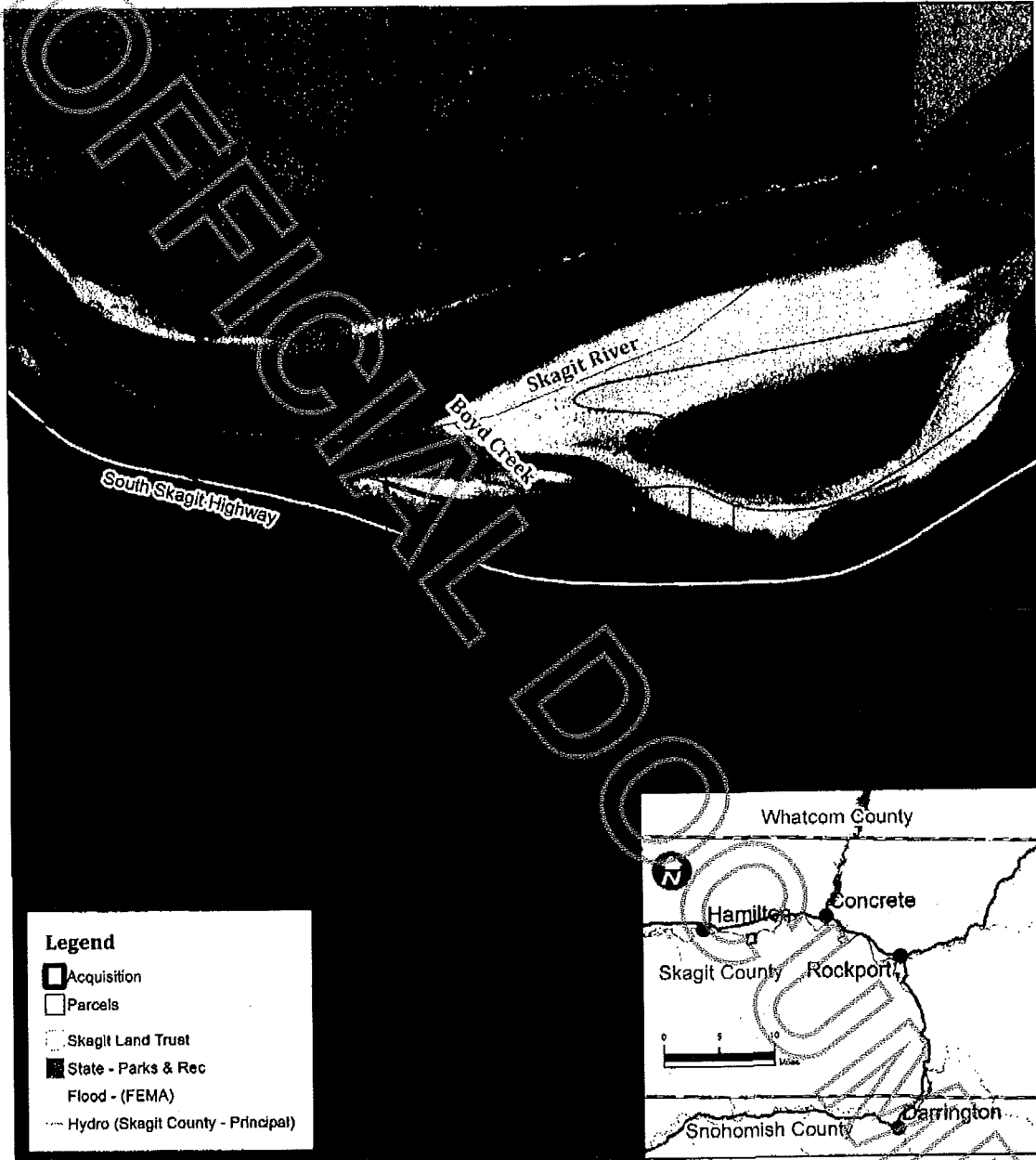
Situate in the State of Washington, County of Skagit



Exhibit B: Acquisition
Cita King Smith (P43115, P43119, P43120)

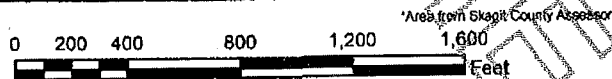
Project Number 09-1450C
Savage Slough
Acquisition and restoration

Section 22 Township 35 Range 07



- Legend**
- ☐ Acquisition
 - ☐ Parcels
 - ☐ Skagit Land Trust
 - ☒ State - Parks & Rec
 - ☐ Flood - (FEMA)
 - ☐ Hydro (Skagit County - Principal)

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When recorded return to:
Seattle City Light
Real Estate Services
Attn: Mary Davis, SMT Room 3338
700 Fifth Avenue Suite 3200
Post Office Box 34023
Seattle, WA 98124-4023

Recorded at the request of:
Guardian Northwest Title
File Number: 107132



Skagit County Auditor \$73.00
9/29/2014 Page 1 of 2 3:44PM

Statutory Warranty Deed

107132-1
GUARDIAN NORTHWEST TITLE CO.

THE GRANTOR, Lonesome Valley, L.L.C., a Washington Limited Liability Company for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION in hand paid, conveys and warrants to 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:
Section 23, Township 35 North, Range 10 East; Ptn. of N 1/2 of SE 1/4; Lots 1 through 4, SP 96-0078

Tax Parcel Number(s): P45507, 351023-0-029-0007, P45530, 351023-4-001-0001, P110610, 351023-4-001-0100, P110611, 351023-4-001-0200, P110612, 351023-4-001-0300

Lots 1 through 4 of Skagit County Short Plat No. 96-0078, approved November 18, 1996 and recorded December 3, 1996 under Auditor's File No. 9612030069 in Volume 12 of Short Plats, pages 161 and 162, records of Skagit County, Washington, being a portion of the North 1/2 of the Southeast 1/4 of Section 23, Township 35 North, Range 10 East, W.M..

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

Dated 9-22-14

Lonesome Valley, L.L.C., a Washington Limited Liability Company

By: Eric Blank, Member

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

20143628

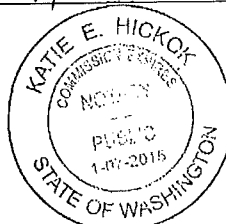
SEP 29 2014

Amount Paid \$5790.00
Skagit Co. Treasurer
By: [Signature] Deputy

STATE OF Washington }
COUNTY OF Skagit } SS:

I certify that I know or have satisfactory evidence that Eric Blank is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it as the Member of Lonesome Valley, LLC, to be the free and voluntary act of such party(ies) for the uses and purposes mentioned in this instrument.

Dated: 9-22-14



Katie Hickok
Notary Public in and for the State of Washington
Residing at Washington
My appointment expires: 1/07/2015

EXHIBIT "A"

A. Right of the general public to the unrestricted use of all the waters of a navigable body of water, not only for the primary purposes of navigation, but also for corollary purposes, including (but not limited to) fishing, boating, bathing, swimming, water skiing and other related recreational purposes, as those waters may affect the tidelands, shorelands, or adjoining uplands, and whether the level of the water has been raised naturally or artificially to a maintained or fluctuating level, all as further defined by the decisional law of this state. (Affects all of the premises subject to such submergence.)

B. Any adverse claim by reason of any change in the location of the boundaries of said premises which may have resulted from any change in the location of the River/Creek herein named, or its banks, or which may result from such change in the future.

River/Creek: Skagit River

C. Right of the State of Washington in and to that portion of said premises, if any, lying in the bed of the Skagit River.

D. EASEMENT, INCLUDING TERMS AND PROVISIONS THEREOF:

Grantee: Leon T. Gifford and Sheila J. Gifford, husband and wife
Dated: Not Disclosed
Recorded: September 20, 1990
Auditor's No.: 9009200076
Purpose: Ingress, egress and utilities
Area Affected: The East 60 feet of the Northeast 1/4 of the Southeast 1/4

E. Roadway easement 60 feet in width adjoining the Easterly boundary of "ASSESSOR'S PLAT OF JED LAND COMPANY TRACTS", shown on said plat recorded in Volume 9 of Plats, page 109, records of Skagit County, Washington. Said easement also disclosed on Short Plat No. 96-0078.

F. DECLARATION OF EASEMENTS, COVENANTS AND ROAD MAINTENANCE AGREEMENT, INCLUDING THE TERMS AND CONDITIONS THEREOF:

Dated: November 27, 1996
Recorded: December 3, 1996
Auditor's No.: 9612030070
Affects: East 60 feet of Lots 1, 2, 3 and 4, Skagit County Short Plat No. 96-0078

G. MATTERS AS DISCLOSED AND/OR DELINEATED ON THE FACE OF THE FOLLOWING SHORT PLAT:

Short Plat No.: 96-0078
Recorded: December 3, 1996
Auditor's No.: 9612030069

H. REGULATORY NOTICE/AGREEMENT THAT MAY INCLUDE COVENANTS, CONDITIONS AND RESTRICTIONS AFFECTING THE SUBJECT PROPERTY:

Auditor's File No.: 8407250023
Document Title: Findings of Fact
Regarding: Variance

Reference is hereby made to the record for the full particulars of said notice/agreement. However, said notice/agreement may have changed or may in the future change without recorded notice.

Said notice/agreement may pertain to governmental regulations for building or land use. Said matters are not a matter of title insurance. If such non-title insurance matters are shown, they are shown as a courtesy only, without the expectation that all such matters have been shown.



201409290145

Skagit County Auditor \$73.00
9/29/2014 Page 2 of 2 3:44PM

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



201409290146

Skagit County Auditor \$79.00
9/29/2014 Page 1 of 8 3:44PM

**SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX**

SEP 29 2014

Amount Paid \$
Skagit Co. Treasurer

Deputy

By *Mam*

GUARDIAN NORTHWEST TITLE CO.

107132-2

**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: Lots 1 through 4 of Skagit County Short Plat No. 96-0078, approved November
18, 1996 and recorded December 3, 196 under Auditor's file No. 9612030069 in
Volume 12 of Short Plats, pages 161 and 162, records of Skagit County,
Washington; being a portion of the North 1/2 of the Southeast 1/4 of Section 23,
Township 35 North, Range 10 East, 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): P 45507, P 45530, P 110610, P 110611, and 110612, Skagit County



Reference Numbers of Documents Assigned or Released: None.

The Grantor enters this Deed for and in consideration of monies coming in whole or in part from the Salmon Recovery Funding Board Account. Such grant is made pursuant to the Project Agreements entered into between the Grantor and the Grantee entitled Savage Slough Acquisition and Restoration, Project Number 09-1450C signed by the Grantor on the 23rd day of December, 2009 and by the Grantee on the 5th day of January, 2010 and Skagit Tier 1 & Tier 2 Floodplain Acquisition II, Project Number 11-1536A signed by the Grantor on the 13th day of March, 2012 and by the Grantee on the 26th day of March, 2012 and supporting materials which are on file with the Grantor and the Grantee in connection with the Project Agreements.

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

Page 2 of 7



201409290146

Skagit County Auditor

\$79.00

9/29/2014 Page 2 of 8

2 of 8 3:44PM

XC

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



GRANTOR:

City of Seattle acting by and through Seattle City Light Department

By: 

Name: Lynn Best

Title: Environmental Affairs and Real Estate Division Director

Dated this 8 day of September, 2014

STATE OF WASHINGTON)

) ss

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: September 8th 2014

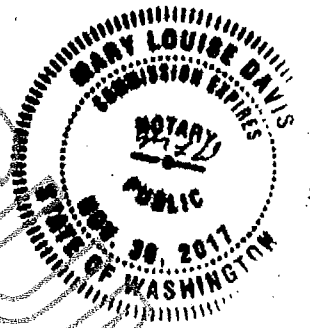
Signed: Mary Louise Davis

Printed Name: Mary Louise Davis

Notary Public in and for the State of Washington,

residing in Edmonds, WA.

My commission expires November 30, 2017



REMAINDER OF PAGE IS INTENTIONALLY BLANK; ADDITIONAL SIGNATURE PAGE
FOLLOWS

Page 4 of 7



201409290146

Skagit County Auditor

\$79.00

9/29/2014 Page

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8 3:44PM

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KC

GRANTEE:

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

By: Kateen Cottingham

Name: Kateen Cottingham

Title: Director

Dated this 5th day of September, 2014

STATE OF WASHINGTON)

COUNTY OF Thurston)

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

Dated: 9-5-14

Signed: Kathleen M. Barkis

Notary Public in and for the State of Washington,

residing in Lacey, WA

My commission expires 12-1-14

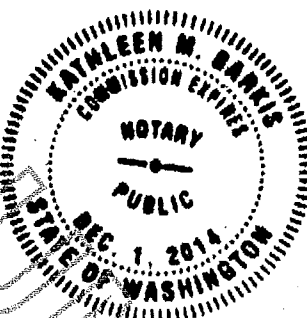


Exhibit A: Legal Description

Lots 1 through 4 of Skagit County Short Plat No. 96-0078, approved November 18, 1996 and recorded December 3, 1996 under Auditor's File No. 9612030069 in Volume 12 of Short Plats, pages 161 and 162, records of Skagit County, Washington; being a portion of the North 1/2 of the Southeast 1/4 of Section 23, Township 35 North, Range 10 East, W.M..

Situate in the State of Washington, County of Skagit

Page 6 of 7



201409290146

Skagit County Auditor

\$79.00

9/29/2014 Page 6 of 8

6 of 8

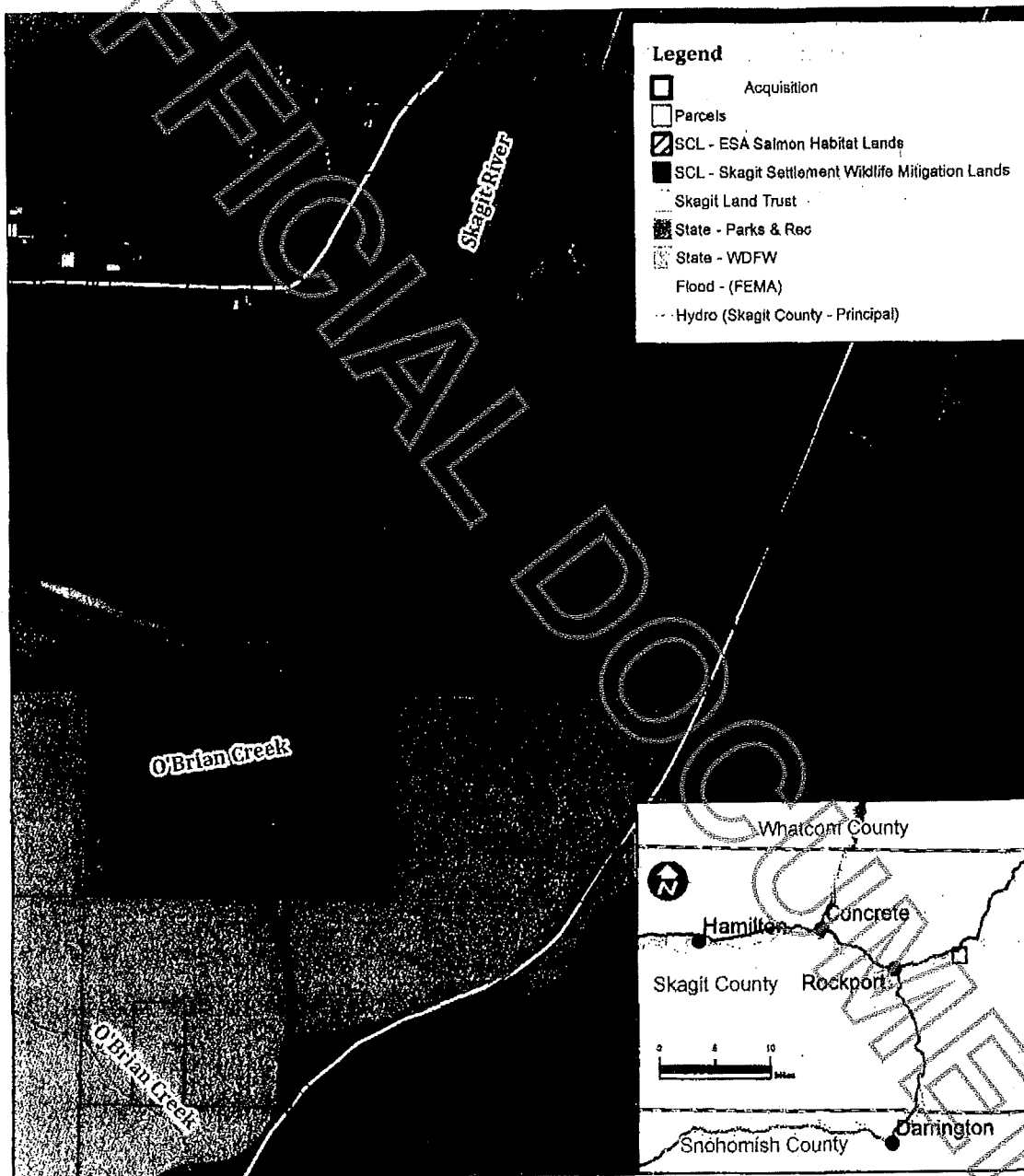
8 3:44PM

Exhibit B: Acquisition

Lonesome Valley LLC,
(P45507, P45530, P110612, P 110610, P 110611)

Project Number 11-1536A
Skagit Tier 1 and Tier 2 Floodplain Acquisition II
Project Number 09-1450C Savage Slough Acquisition & Restoration

Section 23 Township 35 Range 10



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0 200 400 800 1,200 1,600
Feet



Skagit County Auditor

\$79.00

9/29/2014 Page 7 of 8

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8 3:44PM

Kc

Escrow No.: 107132

EXHIBIT "A"

LEGAL DESCRIPTION

Lots 1 through 4 of Skagit County Short Plat No. 96-0078, approved November 18, 1996 and recorded December 3, 1996 under Auditor's File No. 9612030069 in Volume 12 of Short Plats, pages 161 and 162, records of Skagit County, Washington; being a portion of the North 1/2 of the Southeast 1/4 of Section 23, Township 35 North, Range 10 East, W.M..



201409290146

Skagit County Auditor

\$79.00

9/29/2014 Page

8 of

8 3:44PM

When recorded return to:

The City of Seattle, a Municipal Corporation of the State of Washington
700 5th Ave STE 3200 AP PO Box 34023
Seattle, WA 98124 -1023

Attn: Mary Davis SMT Room 3338

Recorded at the request of:

Guardian Northwest Title

File Number: 1106482



Skagit County Auditor

1/27/2014 Page

1 of

4 1:34PM

\$75.00

Statutory Warranty Deed

1106482
GUARDIAN NORTHWEST TITLE CO.

THE GRANTORS Keith L. Macomber and Carolyn Kay Macomber, husband and wife as joint tenants with full rights of survivorship 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:

Section 24, Township 35 North, Range 7 East; Ptn. N 1/2 of NW 1/4; and

Section 13, Township 35 North, Range 7 East; Ptn. S 1/2 of SW 1/4 (aka Lot D, SP #32-72)

For Full Legal See Attached Exhibit "A"

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

Tax Parcel Number(s): P43175, 350724-2-001-0009, P43178, 350724-2-002-0107, P102252, 350713-0-021-0309

Dated 1-14-2014

Keith L. Macomber
Keith L. Macomber

Carolyn Kay Macomber
Carolyn Kay Macomber

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

2014276

JAN 27 2014

STATE OF Iowa
COUNTY OF Black Hawk SS:

Amount Paid \$ 2,746.⁰⁰
By Skagit Co. Treasurer
Ham Deputy

I certify that I know or have satisfactory evidence that Keith L. Macomber and Carolyn Kay Macomber, the persons who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument and acknowledge it to be his/her/their free and voluntary act for the uses and purposes mentioned in this instrument.

Date: 1/14/14

Douglas H. Frisch
Printed Name: Douglas H. Frisch
Notary Public in and for the State of Iowa
Residing at Wakarusa IA
My appointment expires: 10/9/15

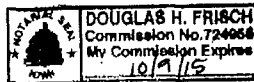


EXHIBIT A

That portion of the North Half of the Northwest Quarter, Section 24, Township 35 North, Range 7 East, W.M., Lying Easterly of Pressentin Creek, except the following described tracts:

Beginning at the Northwest corner of said subdivision; thence South 89°23'30" East along the North line of said subdivision 1336.17 feet to the Northeast corner of the Northwest quarter of the Northwest quarter of said Section 24; thence South 0°16'35" West along the East line of said Northwest quarter of the Northwest quarter, a distance of 597.94 feet to a point on the East bank of Pressentin Creek, and the True Point of Beginning; thence North 38°42'38" East 11.97 feet; thence South 51°17'22" East 200.00 feet; thence South 38°42'38" West 80.00 feet; thence North 51°17'22" West 146.01 feet to the East line of the Northwest quarter of the Northwest quarter of Section 24; thence continue North 51°17'22" West 53.99 feet to the East bank of Pressentin Creek; thence North 38°42'38" East 68.03 feet to the True Point of Beginning.

Beginning at the Northwest corner of said subdivision; thence South 89°23'30" East along the North line of said subdivision 1336.27 feet to the Northeast corner of the Northwest quarter of the Northwest quarter of said section 24; thence South 8°16'35" West along the East line of said Northwest quarter of the Northwest quarter, a distance of 597.94 feet; thence South 38°42'38" West 68.03 feet to a point on the East bank of Pressentin Creek, and the True Point of Beginning; thence South 51°17'22" East 53.99 feet to a point on the East line of the Northwest quarter of the Northwest quarter of said Section 24; thence continue South 51°17'22" East 146.01 feet; thence South 38°42'38" West 80.00 feet; thence North 51°17'22" West 82.53 feet to a point on the East line of the Northwest quarter of the Northwest quarter; thence continue North 51°17'22" West a distance of 117.47 feet to a point on the East bank of Pressentin Creek; thence North 38°42'38" East 80.00 feet to the True Point of Beginning.

TOGETHER WITH an easement for ingress, egress and utilities as reserved in Quit Claim Deed recorded under Auditor's File No. 765951.

AND

Lot "D" of Skagit County Short Plat No. 32-72, as approved May 17, 1972; being a portion of the South ½ of the Southwest ¼ of Section 13, Township 35 North, Range 7 East W.M..



201401270107

Skagit County Auditor

\$75.00

1/27/2014 Page

2 of

4 1:34PM

Exhibit B

EXCEPTIONS:

A. RESERVATION CONTAINED IN DEED:

Executed by: Pope & Talbot, Inc.
Recorded: September 14, 1959
Auditor's No.: 586327
Affects: Ptn. in NE 1/4 of NW 1/4

B. AGREEMENT, AND THE TERMS AND PROVISIONS THEREOF:

Between: Freeman Macomber, Doris Macomber and Keith Macomber
And: Skagit County
Dated: August 20, 1976
Recorded: August 20, 1976
Auditor's No.: 841189
Regarding: Temporary easement and waiver of damages

C. REGULATORY NOTICE/AGREEMENT THAT MAY INCLUDE COVENANTS, CONDITIONS AND RESTRICTIONS AFFECTING THE SUBJECT PROPERTY:

Recorded: November 5, 1982
Auditor's No.: 8211050029
Regarding: Conditional Use Permit 12-81 (Revised)

Reference is hereby made to the record for the full particulars of said notice/agreement. However, said notice/agreement may have changed or may in the future change without recorded notice.

Said notice/agreement may pertain to governmental regulations for building or land use. Said matters are not a matter of title insurance. If such non-title insurance matters are shown, they are shown as a courtesy only, without the expectation that all such matters have been shown.

D. ALL EASEMENTS, COVENANTS, RESTRICTIONS, ENCROACHMENTS AND OTHER MATTERS SHOWN ON THE FACE OF THE FOLLOWING SURVEY/PLAT:

Name: Survey
Recorded: January 16, 1990
Auditor's No.: 9001160001

E. Any adverse claim by reason of any change in the location of the boundaries of said premises which may have resulted from any change in the location of the River/Creek herein named, or its banks, or which may result from such change in the future.

River/Creek: Pressentin Creek

F. Right of the general public to the unrestricted use of all the waters of a navigable body of water, not only for the primary purposes of navigation, but also for corollary purposes, including (but not limited to) fishing, boating, bathing, swimming, water skiing and other related recreational purposes, as those waters may affect the tidelands, shorelands, or adjoining uplands, and whether the level of the water has been raised naturally or artificially to a maintained or fluctuating level, all as further defined by the decisional law of this state. (Affects all of the premises subject to such submergence.)

G. RESERVATION CONTAINED IN DEED:

Executed by: John A. Johnson and Cora M. Johnson,
husband and wife
Recorded: April 13, 1971
Auditor's No.: 751023



201401270107
Skagit County Auditor

1/27/2014 Page

3 of

\$75.00
4 1:34PM

H. RESERVATION CONTAINED IN DEED:

Executed by: Freeman G. Macomber and Doris C. Macomber,
husband and wife
Recorded: March 27, 1972
Auditor's No.: 765951

I. Terms and Condition of Judgment filed in Skagit Superior Court Case No. 33683.
(A copy of which is attached)

J. ALL EASEMENTS, COVENANTS, RESTRICTIONS, ENCROACHMENTS AND OTHER
MATTERS SHOWN ON THE FACE OF THE FOLLOWING SURVEY/PLAT:

Name: Survey
Recorded: June 3, 1994
Auditor's No.: 9406030068

K. ALL EASEMENTS, COVENANTS, RESTRICTIONS, ENCROACHMENTS AND OTHER
MATTERS SHOWN ON THE FACE OF THE FOLLOWING SURVEY/PLAT:

Name: Short Plat No. 32-72
Approved: May 17, 1972

L. AGREEMENT, AND THE TERMS AND PROVISIONS THEREOF:

Between: Freeman Macomber, Doris Macomber and Keith
Macomber
And: Skagit County
Dated: August 20, 1976
Recorded: August 20, 1976
Auditor's No.: 841189
Regarding: Temporary easement and waiver of damages.

M. REGULATORY NOTICE/AGREEMENT THAT MAY INCLUDE COVENANTS,
CONDITIONS AND RESTRICTIONS AFFECTING THE SUBJECT PROPERTY:

Recorded: November 5, 1982
Auditor's No.: 8211050029
Regarding: Conditional use permit 12-81 (Revised)

Reference is hereby made to the record for the full particulars of said notice/agreement. However, said
notice/agreement may have changed or may in the future change without recorded notice.

Said notice/agreement may pertain to governmental regulations for building or land use. Said matters are
not a matter of title insurance. If such non-title insurance matters are shown, they are shown as a courtesy
only, without the expectation that all such matters have been shown.



When recorded return to:
City of Seattle, a Municipal Corporation
Real Estate Services
Attn: Mary Davis, SMT Room 3338
700 5th Avenue Suite 3200
Seattle, WA 98124-4023

Recorded at the request of:
Guardian Northwest Title
File Number: 107462



201411050050
Skagit County Auditor \$73.00
11/5/2014 Page 1 of 2 1:18PM

Statutory Warranty Deed

107462
GUARDIAN NORTHWEST TITLE CO.

THE GRANTOR Steven R. Russell, a single man at all times of ownership for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION in hand paid, conveys and warrants to City of Seattle, a Municipal Corporation the following described real estate, situated in the County of Skagit, State of Washington

Abbreviated Legal:

Section 32, Township 36 North, Range 11 East; Ptn. Gov. Lot 6 (aka Tr. B, SP #69-77)

Tax Parcel Number(s): P51976; 361132-0-014-0001

Tract "B" of Short Plat No. 69-77, approved October 7, 1977, filed and recorded October 11, 1997, in Book 2 of Short Plats, page 142, under Auditor's File No. 866485, records of Skagit County, Washington; being a portion of Government Lot 6, in Section 32, Township 36 North, Range 11 East W.M..

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

Dated 11-5-14

Steven R. Russell

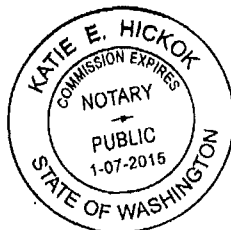
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX
20144189
NOV 05 2014

Amount Paid \$ 2,141.00
Skagit Co. Treasurer
By Deputy

STATE OF Washington)
COUNTY OF Skagit) SS:

I certify that I know or have satisfactory evidence that Steven R. Russell, the persons who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument and acknowledge it to be his/her/their free and voluntary act for the uses and purposes mentioned in this instrument.

Date: 11-5-14



Printed Name: Katie Hickok
Notary Public in and for the State of Washington
Residing at Mt Vernon
My appointment expires: 1/07/2015

Exhibit A

EXCEPTIONS:

A. EASEMENT, INCLUDING TERMS AND PROVISIONS THEREOF:

Grantee: United States of America, Department of Agriculture
Recorded: August 29, 1911
Auditor's No. 86313
Purpose: Telephone and telegraph line
Area Affected: Government Lot 6

B. ANY AND ALL OFFERS OF DEDICATIONS, CONDITIONS, RESTRICTIONS, EASEMENTS, FENCE LINE/BOUNDARY DISCREPANCIES, NOTES, PROVISIONS AND/OR ANY OTHER MATTERS AS DISCLOSED AND/OR DELINEATED ON THE FACE OF THE FOLLOWING PLAT/SHORT PLAT/SURVEY:

Name: Short Plat 69-77
Recorded: October 11, 1977
Auditor's No.: 866485

C. Right of the general public to the unrestricted use of all the waters of a navigable body of water, not only for the primary purposes of navigation, but also for corollary purposes, including (but not limited to) fishing, boating, bathing, swimming, water skiing and other related recreational purposes, as those waters may affect the tidelands, shorelands, or adjoining uplands, and whether the level of the water has been raised naturally or artificially, to a maintained or fluctuating level, all as further defined by the decisional law of this state. (Affects all of the premises subject to such submergence.)

D. Any adverse claim by reason of any change in the location of the boundaries of said premises, which may have resulted from, any change in the location of the River/Creek herein named since the date herein set forth.

River/Creek Skagit River

Guardian Northwest Title and Escrow, Agent for
First American Title Insurance Company



201411050050

When recorded return to:
City of Seattle, A Municipal Corporation
Real Estate Services
Attn: Mary Davis, SMT Room 3338
700 Fifth Avenue Suite 3200
PO Box 34023
Seattle, WA 98124-4023



201410220025
Skagit County Auditor \$77.00
10/22/2014 Page 1 of 6 11:07AM

Recorded at the request of:
Guardian Northwest Title
File Number: 107424

GUARDIAN NORTHWEST TITLE CO.
Statutory Warranty Deed 107424

THE GRANTOR Kathryn M. Watson, as her separate estate for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION in hand paid, conveys and warrants to City of Seattle, a municipal corporation the following described real estate, situated in the County of Skagit, State of Washington

Abbreviated Legal:

Section 29, Township 35 North, Range 10 East; Ptn. of Gov't Lot 3 & ptn. NE - SE

For Full Legal See Attached Exhibit "A"

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

Tax Parcel Number(s): P103088, 351029-0-017-0005, P45647, 351029-4-001-0005

Dated

9-22-14

Kathryn M. Watson
Kathryn M. Watson

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

20143967
OCT 22 2014

Amount Paid \$4926.70
Skagit Co. Treasurer
By Mam Deputy

STATE OF Washington
COUNTY OF Skagit SS:

I certify that I know or have satisfactory evidence that Kathryn M. Watson, the persons who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument and acknowledge it to be his/her/their free and voluntary act for the uses and purposes mentioned in this instrument.

Date: 9-22-14

Katie Hickok

Printed Name: Katie Hickok
Notary Public in and for the State of
Residing at
My appointment expires: 1/07/2015

Washington



EXHIBIT A

Parcel "A":

The Northeast 1/4 of the Southeast 1/4 of Section 29, Township 35 North, Range 10 East, W.M.,
EXCEPT that portion thereof, if any, lying within the bed and shores of the Skagit River,
ALSO EXCEPT that portion thereof lying Northerly of the following described line:

Beginning at a point on the East line of said subdivision which is 2407.0 feet North of the Southeast
corner of said Section 29; thence North 47°15' West to a point on the North line of said subdivision,
which point is the terminal point of this line;

TOGETHER WITH non-exclusive easements for ingress and egress over and across the following
described tracts:

The South 40 feet of the West 40 feet of the Northwest 1/4 of the Southwest 1/4 of Section 28,
Township 35 North, Range 10 East, W.M.; the West 40 feet and the South 40 feet of the North 1/2 of
the Southwest 1/4 of the Southwest 1/4 of Section 28, Township 35 North, Range 10 East W.M.; the
West 60 feet of the Southeast 1/4 of the Southwest 1/4 of Section 28, Township 35 North, Range 10
East W.M., lying Southerly of the North line of the South 40 feet of the North 1/2 of said Southeast
1/4 of the Southwest 1/4; and that portion of the West 60 feet of the Northeast 1/4 of the Northwest
1/4 of Section 33, Township 35 North, Range 10 East W.M., lying Northerly of the 50 foot wide
right-of-way conveyed to Skagit County for the Martin Ranch Road by deed recorded February 24,
1940 as Auditor's File No. 322221 in Volume 180 of Deeds, page 68.

Parcel "B":

That portion of Government Lot 3 and that portion of the Northeast 1/4 of the Southeast 1/4 of Section
29, Township 35 North, Range 10 East, W.M., described as follows:

Beginning at the East 1/4 corner of said Section 29;
Thence in Government Lot 3, North 49 degrees 49'26" West 326.00 feet;
Thence along the centerline of Illabot Creek, as it existed March 1, 1973, North 15 degrees 38'21"
West, 1,257.29 feet to the West boundary of Government Lot 3;
Thence South 37 degrees 31'44" West, 449.18 feet along said West boundary to G.L.O. Angle Point
No. 3;
Thence South 23 degrees 41'44" West on the West boundary of said Government Lot 3, a distance of
116.03 feet;
Thence South 89 degrees 30' East, 217.68 feet;
Thence South 15 degrees 15' East, 567.6 feet;
Thence South 27 degrees 00' East, 390.00 feet;
thence South 47 degrees 15' East, 496.8 feet (89.58 feet in Government Lot 3 and 407.22 feet in the
Northeast 1/4 of the Southeast 1/4) to a point on the East section line of said Section 29 that is
2,407.00 feet North of the Southeast corner of said Section;
Thence North 0 degrees 04'51" West, 275.75 feet along said Section line to the point of beginning.



201410220025

Skagit County Auditor \$77.00
10/22/2014 Page 2 of 6 11:07AM

Exhibit B

EXCEPTIONS:

A. Any adverse claim by reason of any change in the location of the boundaries of said premises which may have resulted from any change in the location of the River/Creek herein named, or its banks, or which may result from such change in the future.

River/Creek: Skagit River

B. Right of the State of Washington in and to that portion, if any, of the property herein described which lies below the line ordinary high water of Skagit River.

C. Right of the general public to the unrestricted use of all the waters of a navigable body of water, not only for the primary purposes of navigation, but also for corollary purposes, including (but not limited to) fishing, boating, bathing, swimming, water skiing and other related recreational purposes, as those waters may affect the tidelands, shorelands, or adjoining uplands, and whether the level of the water has been raised naturally or artificially to a maintained or fluctuating level, all as further defined by the decisional law of this state. (Affects all of the premises subject to such submergence.)

D. RESERVATIONS, PROVISIONS AND/OR EXCEPTIONS CONTAINED IN INSTRUMENT:

Executed By: Stockholders of The Sound Timber Company
Recorded: September 6, 1949
Auditor's No.: 435450
As Follows: "...reserving unto the Grantors...all oil, coal, gas and minerals..."

E. EASEMENT AND PROVISIONS CONTAINED THEREIN AS CREATED OR DISCLOSED INSTRUMENT:

In Favor Of: The Selective Logging Company
Recorded: September 6, 1949
Auditor's No.: 435450
For: Use of railroad grades
Affects: Undisclosed portions of Township 35 North, Range 10 East, W.M.

F. EASEMENT AND PROVISIONS CONTAINED THEREIN AS CREATED OR DISCLOSED INSTRUMENT:

In Favor Of: Scott Paper Company
Recorded: January 21, 1955
Auditor's No.: 512129
For: The right to construct, maintain and use road or roads
Affects: Undisclosed portion of subject property

Guardian Northwest Title and Escrow, Agent for
First American Title Insurance Company



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Skagit County Auditor
10/22/2014 Page

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\$77.00

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G. EASEMENT, INCLUDING TERMS AND PROVISIONS THEREOF:

Grantee: Jack D. Martin and Mary Teresa Burr
Recorded: March 31, 1987
Auditor's No. 8703310004
Purpose: Ingress and egress
Area Affected: The South 40 feet of the Northeast 1/4 of the Southeast 1/4 and the easement portion of the subject property

H. EASEMENT AND PROVISIONS THEREIN:

Grantee: Puget Sound Power & Light Company
Recorded: February 14, 1960
Auditor's No.: 590629
Purpose: Right to construct, operate, maintain, repair, replace and enlarge one or more electric transmission and/or distribution lines and related facilities.
Affects: That portion of the subject property lying within Section 33

I. EASEMENT AND PROVISIONS THEREIN:

Grantee: Puget Sound Power & Light Company
Dated: January 15, 1960
Recorded: February 24, 1960
Auditor's No.: 591235
Purpose: Right to construct, operate, maintain, repair, replace and enlarge one or more electric transmission and/or distribution lines and related facilities.
Affects: Portions of easements lying within Section 28

J. EASEMENT, INCLUDING TERMS AND PROVISIONS THEREOF:

Grantee: Scott Paper Company
Recorded: November 13, 1974
Auditor's No. 810035
Purpose: Use, maintenance, repair, etc. of a road, together with necessary bridges, culverts, cuts, etc.
Area Affected: Portions of the easements lying within Sections 28 and 33

K. EASEMENT, INCLUDING TERMS AND PROVISIONS THEREOF:

Grantee: The Nature Conservancy, a Washington D.C. non-profit corporation
Recorded: October 31, 1977
Auditor's No. 867766
Purpose: Use, maintenance, repair, construction and reconstruction of a road, together with bridges, culverts, cuts, fills, etc.
Area Affected: Portion of subject property lying within Section 33

Guardian Northwest Title and Escrow, Agent for
First American Title Insurance Company



201410220025

Skagit County Auditor
10/22/2014 Page

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\$77.00
6 11:07AM

L. EASEMENT, INCLUDING TERMS AND PROVISIONS THEREOF:

Grantee: Fred J. Martin and Elsie May Martin
Recorded: May 23, 1983
Auditor's No.: 8305230040
Purpose: Use, maintenance, repair, construction, etc. of road, together with necessary bridges, culverts, cuts, fills, etc.
Area Affected: Portion of subject property lying with Section 33

Said easement states that it is an "exclusive use" easement.

M. EASEMENT, INCLUDING TERMS AND PROVISIONS THEREOF:

Grantee: Douglas Martin, a single man
Recorded: May 23, 1983
Auditor's No.: 8305230041
Purpose: Use, maintenance, repair and reconstruction of road, with necessary bridges, culverts, cuts, fills, etc.
Area Affected: Portion of the easement lying within Section 28

N. EASEMENT AND PROVISIONS CONTAINED THEREIN AS CREATED OR DISCLOSED INSTRUMENT:

In Favor Of: Douglas E. Martin
Recorded: June 16, 2000
Auditor's No.: 200006160064
For: Road and utility purposes
Affects: The South 40 feet, North 20 feet and Northeasterly 20 feet of the subject property

O. DECLARATION OF EASEMENTS, COVENANTS AND ROAD MAINTENANCE AGREEMENT, INCLUDING THE TERMS AND CONDITIONS THEREOF:

Dated: February 20, 2008
Recorded: February 21, 2008
Auditor's No.: 200802210096
Affects: Access easement

P. MATTERS AS DISCLOSED AND/OR DELINEATED ON THE FACE OF THE FOLLOWING SURVEY:

Name: Survey
Recorded: August 29, 2008
Auditor's No.: 200808290001

Guardian Northwest Title and Escrow, Agent for
First American Title Insurance Company



201410220025

Skagit County Auditor \$77.00
10/22/2014 Page 5 of 6 6 11:07AM

Q. REGULATORY NOTICE/AGREEMENT THAT MAY INCLUDE COVENANTS,
CONDITIONS AND RESTRICTIONS AFFECTING THE SUBJECT PROPERTY:

Recorded: June 12, 2012
Auditor's No.: 201206120037
Regarding: Title Notification-Special Flood Hazard Area

Reference is hereby made to the record for the full particulars of said notice/agreement. However, said notice/agreement may have changed or may in the future change without recorded notice.

Said notice/agreement may pertain to governmental regulations for building or land use. Said matters are not a matter of title insurance. If such non-title insurance matters are shown, they are shown as a courtesy only, without the expectation that all such matters have been shown.

R. TITLE NOTIFICATION THAT THE SUBJECT PROPERTY IS ADJACENT TO PROPERTY
DESIGNATED NATURAL RESOURCE LANDS BY Skagit COUNTY.

Executed By: Kathryn M. Watson
Recorded: June 12, 2012
Auditor's No.: 201206120038

Reference is hereby made to the record for the full particulars of said notification. However, said notification may have changed or may in the future change without recorded notice.

S. EASEMENT, INCLUDING TERMS AND PROVISIONS THEREOF:

Grantee: See document
Recorded: June 03, 1996
Auditor's No.: 9606030058
Purpose: Roadway and Maintenance Agreement
Area Affected: Real estate under search and other property

T. EASEMENT AND PROVISIONS THEREIN:

Grantee: Puget Sound Energy, Inc., formerly Puget Sound Power &
Light Co.
Dated: August 16, 1988
Recorded: August 24, 1988
Auditor's No.: 8808240012
Purpose: Right to construct, operate, maintain, repair, replace and
enlarge one or more electric transmission and/or distribution
lines and related facilities.

U. EASEMENT, INCLUDING TERMS AND PROVISIONS THEREOF:

Grantee: Edward and Kathryn Watson
Recorded: August 3, 1994
Auditor's No.: 9408030086
Purpose: Repair and Maintenance Roadway
Area Affected: See document

Guardian Northwest Title and Escrow, Agent for
First American Title Insurance Company



201410220025

Skagit County Auditor \$77.00
10/22/2014 Page 6 of 6 6:11:07AM

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



201410220026

Skagit County Auditor \$78.00
10/22/2014 Page 1 of 7 11:07AM

GUARDIAN NORTHWEST TITLE CO.

107424-2

**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: Section 29, Township 35 North, Range 10 East, Ptn. Of Gov't Lot 3 & ptn. NE-
SE

Described in Exhibit "A" (Legal Description), and as depicted in Exhibit "B"
(Property Map).

Assessor's
Property Tax
Parcel Number(s): P103088 and P45647, Skagit County

Reference Numbers of Documents Assigned or Released: None.

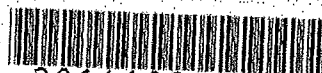
The Grantor enters this Deed for and in consideration of monies coming in whole or in part from

the Salmon Recovery Funding Board Account. Such grant is made pursuant to the Project Agreements entered into between the Grantor and the Grantee entitled Savage Slough Acquisition and Restoration, Project Number 09-1450C signed by the Grantor on the 23rd day of December, 2009 and by the Grantee on the 5th day of January, 2010 and supporting materials which are on file with the Grantor and the Grantee in connection with the Project Agreements.

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



201410220026

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



201410220026



GRANTOR:

City of Seattle acting by and through Seattle City Light Department

By:  FOR LYNN BEST

Name: Lynn Best

Title: Environmental Affairs and Real Estate Division Director

Dated this 1st day of October, 2014

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: October 1, 2014

Signed: Mary Louise Davis

Printed Name: Mary Louise Davis

Notary Public in and for the State of Washington,

residing in Edmonds, WA.

My commission expires November 30, 2017

REMAINDER OF PAGE IS INTENTIONALLY BLANK; ADDITIONAL SIGNATURE PAGE FOLLOWS



201410220026



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 28th day of September, 2014

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.

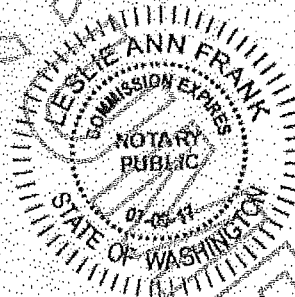
Dated: September 30, 2014

Signed: Leslie Ann Frank

Notary Public in and for the State of Washington,

residing in Thurston County

My commission expires 7-9-17



201410220026

Exhibit A: Legal Description

Parcel "A":

The Northeast 1/4 of the Southeast 1/4 of Section 29, Township 35 North, Range 10 East, W.M., EXCEPT that portion thereof, if any, lying within the bed and shores of the Skagit River, ALSO EXCEPT that portion thereof lying Northerly of the following described line:

Beginning at a point on the East line of said subdivision which is 2407.0 feet North of the Southeast corner of said Section 29; thence North 47°15' West to a point on the North line of said subdivision, which point is the terminal point of this line;
TOGETHER WITH non-exclusive easements for ingress and egress over and across the following described tracts:

The South 40 feet of the West 40 feet of the Northwest 1/4 of the Southwest 1/4 of Section 28, Township 35 North, Range 10 East, W.M.; the West 40 feet and the South 40 feet of the North 1/2 of the Southwest 1/4 of the Southwest 1/4 of Section 28, Township 35 North, Range 10 East W.M.; the West 60 feet of the Southeast 1/4 of the Southwest 1/4 of Section 28, Township 35 North, Range 10 East W.M., lying Southerly of the North line of the South 40 feet of the North 1/2 of said Southeast 1/4 of the Southwest 1/4; and that portion of the West 60 feet of the Northeast 1/4 of the Northwest 1/4 of Section 33, Township 35 North, Range 10 East W.M., lying Northerly of the 50 foot wide right-of-way conveyed to Skagit County for the Martin Ranch Road by deed recorded February 24, 1940 as Auditor's File No. 322221 in Volume 180 of Deeds, page 68.

Parcel "B":

That portion of Government Lot 3 and that portion of the Northeast 1/4 of the Southeast 1/4 of Section 29, Township 35 North, Range 10 East, W.M., described as follows:

Beginning at the East 1/4 corner of said Section 29;
Thence in Government Lot 3, North 49 degrees 49'26" West 326.00 feet;
Thence along the centerline of Illabot Creek, as it existed March 1, 1973, North 15 degrees 38'21" West, 1,257.29 feet to the West boundary of Government Lot 3;
Thence South 37 degrees 31'44" West, 449.18 feet along said West boundary to G.L.O. Angle Point No. 3;
Thence South 23 degrees 41'44" West on the West boundary of said Government Lot 3, a distance of 116.03 feet;
Thence South 89 degrees 30' East, 217.68 feet;
Thence South 15 degrees 15' East, 567.6 feet;
Thence South 27 degrees 00' East, 390.00 feet;
thence South 47 degrees 15' East, 496.8 feet (89.58 feet in Government Lot 3 and 407.22 feet in the Northeast 1/4 of the Southeast 1/4) to a point on the East section line of said Section 29 that is 2,407.00 feet North of the Southeast corner of said Section;
Thence North 0 degrees 04'51" West, 275.75 feet along said Section line to the point of beginning.

Situate in the State of Washington, County of Skagit



201410220026

Skagit County Auditor

\$78.00

10/22/2014 Page

6 of

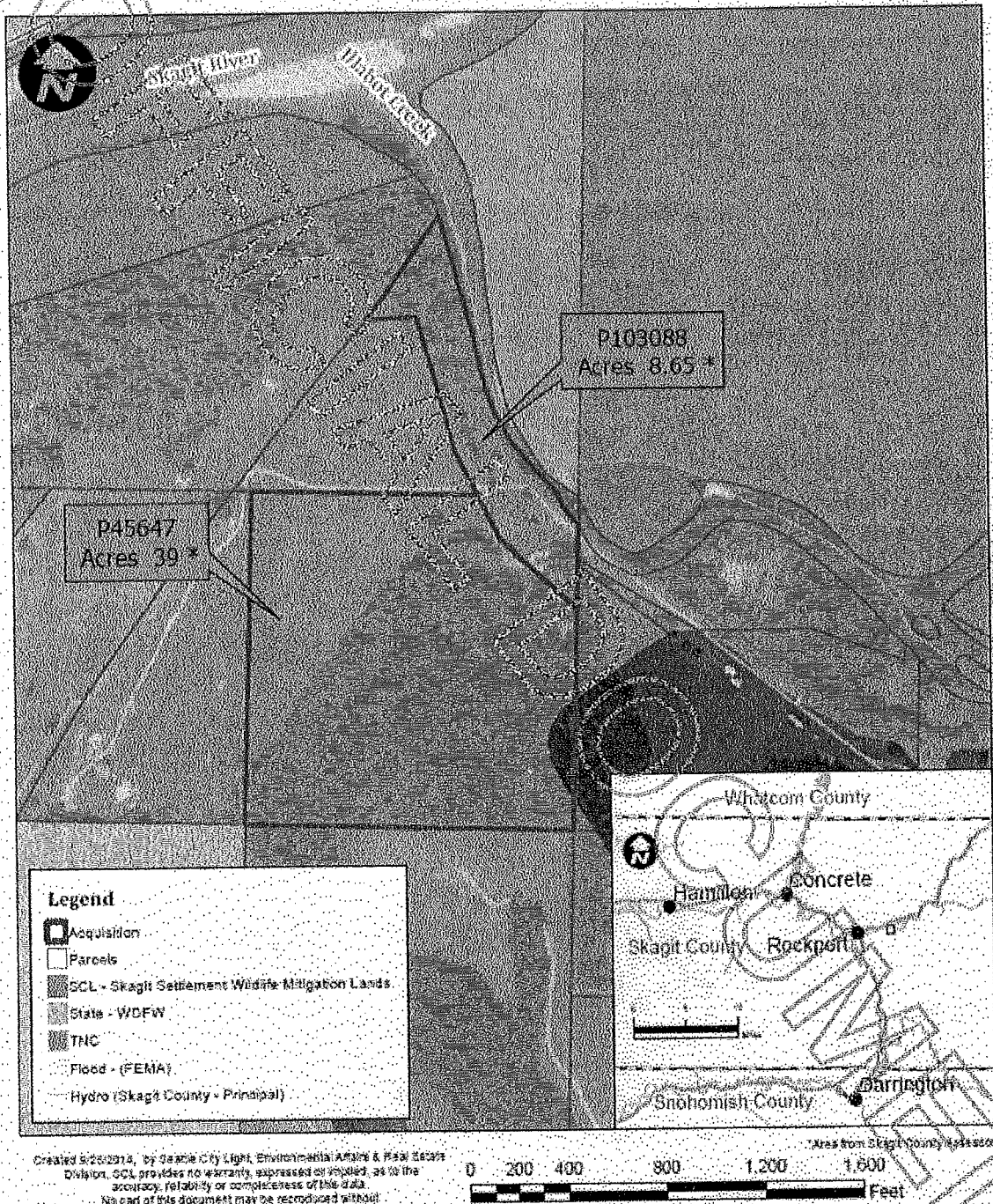
7 11:07AM

6 of 7

100

Exhibit B: Acquisition
Watson, Edward. P103088, P45647

Project Number 09-1450C
Savage Slough
Acquisition and Restoration
Section 29 Township 35 Range 10



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201410220026

166

When recorded return to:
The City of Seattle, a Washington Municipal Corporation
Real Estate Services
Attn: Mary Davis/SMT Room 3338
700 5th Ave Ste 3200/PO BOX 34023
Seattle, WA 98124-4023

201402280068
Skagit County Auditor
2/28/2014 Page 1 of 5 11:21AM \$76.00

Recorded at the request of:
Guardian Northwest Title
File Number: 1106485

Statutory Warranty Deed

A106485
GUARDIAN NORTHWEST TITLE CO.

THE GRANTORS Kathleen M. Wolff, Trustee of the Samuel R. Wolff Testamentary Trust, pursuant to the Estate of Samuel R. Wolff filed in Montgomery County, Pennsylvania Orphan's Court Case No 81071 and Samuel W. Wolff, as his separate estate, Thomas A. Wolff, as his separate estate and Soleil Kathleen Dulce, who is also known of record as Suzanne K. Wolff, as her 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 Washington Municipal Corporation the following described real estate, situated in the County of Skagit, State of Washington

Abbreviated Legal:

Section 24, Township 35 North, Range 7 East; Ptn. of N 1/2 of NW 1/4

For Full Legal See Attached Exhibit "A"

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

Tax Parcel Number(s): P43170, 350724-0-001-0003

Dated 2/28/2014

Sam W Wolff
Samuel W. Wolff

Thomas A Wolff
Thomas A. Wolff

Soleil Kathleen Dolce

The Samuel R. Wolff Testamentary Trust

Kathleen M. Wolff, Trustee
By: Kathleen M. Wolff, Trustee

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX
2014637
FEB 28 2014

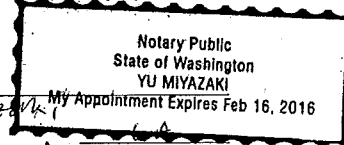
Amount Paid \$236.⁴⁰
Skagit Co. Treasurer
By *MAM* Deputy

STATE OF WA
COUNTY OF CNOHOWISH SS:

I certify that I know or have satisfactory evidence that *Kathleen Wolff and Samuel Wolff*, the persons who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument and acknowledge it to be his/her/their free and voluntary act for the uses and purposes mentioned in this instrument.

Date: 2/28/14

Printed Name: *Yu Miyazaki*
Notary Public in and for the State of
Residing at *W11 Creek, WA*
My appointment expires: 02/16/2016



State of WA

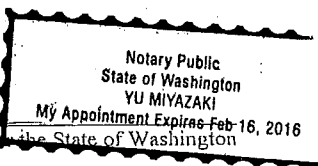
Acknowledgment - Corporate

County of Snohomish

I certify that I know or have satisfactory evidence that:
Samuel Wolff the
person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this
instrument, on oath stated he/she/they are authorized to execute the instrument and is/are
WA of WA to
be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated 02/21/14

Notary Public in and for the State of Washington



Residing at Mill Creek, WA

My appointment expires: 02/16/2016

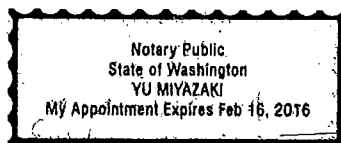
STATE OF WA } ss.
County of Snohomish

ACKNOWLEDGMENT - Individual

On this day personally appeared before me Thomas Wolff to me known

to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that WA
signed the same as WA free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 24th day of February 2014



Notary Public in and for the State of WA
residing at Mill Creek

My appointment expires 02/16/2016



201402280068
Skagit County Auditor \$76.00
2/28/2014 Page 2 of 5 511:21AM

When recorded return to:
The City of Seattle, a Washington Municipal Corporation
Real Estate Services
Attn: Mary Davis/SMT Room 3338
700 5th Ave Ste 3200/PO BOX 34023
Seattle, WA 98124-4023

Recorded at the request of:
Guardian Northwest Title
File Number: 1106485

Statutory Warranty Deed

THE GRANTORS Kathleen M. Wolff, Trustee of the Samuel R. Wolff Testamentary Trust, pursuant to the Estate of Samuel R. Wolff filed in Montgomery County, Pennsylvania Orphan's Court Case No 81071 and Samuel W. Wolff, as his separate estate, Thomas A. Wolff, as his separate estate and Soleil Kathleen Dulce, who is also known of record as Suzanne K. Wolff, as her 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 Washington Municipal Corporation the following described real estate, situated in the County of Skagit, State of Washington

Abbreviated Legal:

Section 24, Township 35 North, Range 7 East; Ptn. of N 1/2 of NW 1/4

For Full Legal See Attached Exhibit "A"

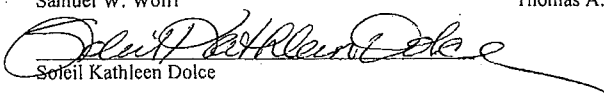
This conveyance is subject to covenants, conditions, restrictions and easements, if any, affecting title, which may appear in the public record, including those shown on any recorded plat or survey as described in Exhibit "B" attached hereto.

Tax Parcel Number(s): P43170, 350724-0-001-0003

Dated 2/28/2014

Samuel W. Wolff

Thomas A. Wolff


Soleil Kathleen Dulce

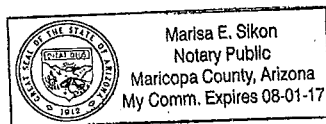
The Samuel R. Wolff Testamentary Trust

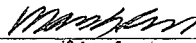
By: Kathleen M. Wolff, Trustee

STATE OF ARIZONA
COUNTY OF MARICOPA SS:

I certify that I know or have satisfactory evidence that SOLEIL KATHLEEN DOLCE, the persons who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument and acknowledge it to be his/her/their free and voluntary act for the uses and purposes mentioned in this instrument.

Date: 2/24/14




Printed Name: MARISA E. SIKON ARIZONA
Notary Public in and for the State of
Residing at WELLS FARGO
My appointment expires: 8/1/2017

LPB 10-05(i-l)
Page 1 of 2



201402280068

Skagit County Auditor \$76.00
2/28/2014 Page 3 of 5 5 11:21AM

EXHIBIT A

That portion of the North 1/4 of the Northwest 1/4 of Section 24, Township 35 North, Range 7 East, W.M., described as follows:

Beginning at the Northwest corner of said subdivision; thence South 89°23'30" East along the North line of said subdivision 1336.17 feet to the Northeast corner of the Northwest 1/4 of the Northwest 1/4 of said Section 24; thence South 0°16'35" West along the East line of said Northwest 1/4 of the Northwest 1/4 a distance of 597.94 feet; thence South 38°42'38" West 68.03 feet to a point on the East bank of Pressentin Creek, and the true point of beginning; thence South 51°17'22" East 53.99 feet to a point on the East line of the Northwest 1/4 of the Northwest 1/4 of said Section 24; thence continue South 51°17'22" East 146.01 feet; thence South 38°42'38" West 80.00 feet; thence North 51°17'22" West 82.53 feet to a point on the East line of the Northwest 1/4 of the Northwest 1/4; thence continue North 51°17'22" West a distance of 117.47 feet to a point on the East bank of Pressentin Creek; thence North 38°42'38" East 80.00 feet to the True Point Beginning.



201402280068

Skagit County Auditor

\$76.00

2/28/2014 Page

4 of

5 11:21AM

LPB 10-05(i-l)
Page 2 of 2

Exhibit B

A. RESERVATION CONTAINED IN DEED:

Executed by: Pope & Talbot, Inc.
Recorded: September 14, 1959
Auditor's No.: 586327
Affects: Ptn lying within NE ¼ of NW ¼, if any

B. ALL EASEMENTS, COVENANTS, RESTRICTIONS, ENCROACHMENTS AND OTHER MATTERS SHOWN ON THE FACE OF THE FOLLOWING SURVEY/PLAT:

Name: Survey
Recorded: January 16, 1990
Auditor's No.: 9001160001

C. Any adverse claim by reason of any change in the location of the boundaries of said premises which may have resulted from any change in the location of the River/Creek herein named, or its banks, or which may result from such change in the future.

River/Creek: Pressentin Creek

D. Right of the general public to the unrestricted use of all the waters of a navigable body of water, not only for the primary purposes of navigation, but also for corollary purposes, including (but not limited to) fishing, boating, bathing, swimming, water skiing and other related recreational purposes, as those waters may affect the tidelands, shorelands, or adjoining uplands, and whether the level of the water has been raised naturally or artificially to a maintained or fluctuating level, all as further defined by the decisional law of this state. (Affects all of the premises subject to such submergence.)

Guardian Northwest Title and Escrow, Agent for
First American Title Insurance Company



201402280068

Skagit County Auditor

\$76.00

2/28/2014 Page

5 of

5 11:21AM

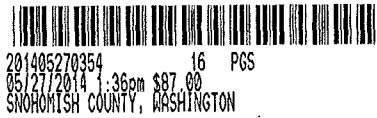
\$ 65,000

1050955

1,162.66

When recorded, return to:
Seattle City Light
Real Estate Services
Attn: Mary Davis, SMT Room 3338
700 5th Avenue, Suite 3200/PO Box 34023
Seattle, WA 98124-4023

Recorded at the request of:
Guardian Northwest Title
File Number: 1106486



No. 7798231
5/27/2014 1:36 PM
Thank you for your payment.
TLLK

OLD REPUBLIC TITLE, LTD. 16687 Statutory Warranty Deed
07-911497

THE GRANTORS Patrick W. Mitchell, David C. Mitchell, Elizabeth Mitchell Laemmle, Joseph P. Mitchell, Thomas W. Mitchell, Susan Mitchell O'Hare, and David Laemmle, each as their separate estate, each as their interest, may appear 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: Ptn Gov Lot 5, 12-32-9 E and Ptn Gov Lot 5, 13-32-9 E
Portion of Government Lot 5, Section 12, Township 32 North, Range 9 East, W.M., and a portion of Government Lot 5, Section 13, Township 32 North, Range 9 East, W.M., Snohomish County, Washington

For Full Legal See Attached Exhibit "A"

Reserving an easement for ingress, egress and utilities over, across and under Revised Parcel B for the Benefit of Revised Parcel A as recorded under Auditor's File Number 201403170338.

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

Tax Parcel Number(s): ptn of 320912-003-011-00, 320913-002-004-00

Date: May 9, 2014

Susan M. Mitchell O'Hare

David Laemmle

Thomas W. Mitchell

Joseph P. Mitchell

Elizabeth Mitchell Laemmle

David C. Mitchell

Patrick W. Mitchell

STATE OF WASHINGTON)
) ss:
COUNTY OF SNOHOMISH)

PAMELA GOODWIN
Notary Public
State of Washington
Commission Expires 02/10/2018

I certify that I know or have satisfactory evidence of the identity of Susan Mitchell O'Hare, David Laemmle, Thomas W. Mitchell, Joseph P. Mitchell, Elizabeth Mitchell Laemmle, David C. Mitchell and Patrick W. Mitchell, the persons who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument and acknowledge it to be his/her/their free and voluntary act for the uses and purposes mentioned in this instrument.

Date: May 9th, 2014

Pamela Goodwin
Printed Name:
Notary Public in and for the State of Washington
Residing at 12918 Mukilteo Speedway
My appointment expires: 2/10/18

Recorded at the request of:
Guardian Northwest Title
File Number: J106486

THE GRANTORS: Patrick W. Mitchell, David C. Mitchell, Elizabeth Mitchell Laemmle, Joseph P. Mitchell, Thomas W. Mitchell, Susan Mitchell O'Hare, and David Laemmle, each as their separate estate, each as their interest may appear 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: Ptn Gov Lot 5, 12-32-9 E and Ptn Gov Lot 5, 13-32-9 E
 Portion of Government Lot 5, Section 12, Township 32 North, Range 9 East, W.M., and a portion of
 Government Lot 5, Section 13, Township 32 North, Range 9 East, W.M., Snohomish County, Washington

For Full Legal See Attached Exhibit "A".

Reserving an easement for ingress, egress and utilities over, across and under Revised Parcel B for the Benefit of Revised Parcel A as recorded under Auditor's File Number 201403170338.

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

Tax Parcel Number(s): ptn of 320912-003-011-00, 320913-002-004-00

Date: May 9, 2014

Susan M. Mitchell O'Hare

Thomas W. Mitchell

Elizabeth Mitchell Laemmle

Patrick W. Mitchell

David Laemmle

Joseph P. Mitchell

David C. Mitchell

STATE OF WASHINGTON }
COUNTY OF SNOHOMISH } ss:

I certify that I know or have satisfactory evidence that Susan M. Mitchell O'Hare, David Laemmle, Thomas W. Mitchell, Joseph P. Mitchell, Elizabeth Mitchell Laemmle, David C. Mitchell and Patrick W. Mitchell, the persons who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument and acknowledge it to be his/her/their free and voluntary act for the uses and purposes mentioned in this instrument.

Date: May _____, 2014

Printed Name: _____
Notary Public in and for the State of Washington
Residing at _____
My appointment expires: _____

When recorded, return to:
Seattle City Light
Real Estate Services
Attn: Mary Davis, SMT Room 3338
700 5th Avenue, Suite 3200/PO Box 34023
Seattle, WA 98124-4023

Recorded at the request of:
Guardian Northwest Title
File Number: 1106486

Statutory Warranty Deed

THE GRANTORS Patrick W. Mitchell, David C. Mitchell, Elizabeth Mitchell Laemmle, Joseph P. Mitchell, Thomas W. Mitchell, Susan Mitchell O'Hare, and David Laemmle, each as their separate estate, each as their interest may appear 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: Ptn Gov Lot 5, 12-32-9 E and Ptn Gov Lot 5, 13-32-9 E
Portion of Government Lot 5, Section 12, Township 32 North, Range 9 East, W.M., and a portion of Government Lot 5, Section 13, Township 32 North, Range 9 East, W.M., Snohomish County, Washington

For Full Legal See Attached Exhibit "A"

Reserving an easement for ingress, egress and utilities over, across and under Revised Parcel B for the Benefit of Revised Parcel A as recorded under Auditor's File Number 201403170338.

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

Tax Parcel Number(s): ptn of 320912-003-011-00, 320913-002-004-00

Date: May 8, 2014

Susan M. Mitchell O'Hare

David Laemmle

Thomas W. Mitchell

Joseph P. Mitchell

Elizabeth Mitchell Laemmle
Elizabeth Mitchell Laemmle

David C. Mitchell

Patrick W. Mitchell

STATE OF WASHINGTON }
} ss:
COUNTY OF SNOHOMISH }

I certify that I know or have satisfactory evidence that Susan M. Mitchell O'Hare, David Laemmle, Thomas W. Mitchell, Joseph P. Mitchell, Elizabeth Mitchell Laemmle, David C. Mitchell and Patrick W. Mitchell, the persons who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument and acknowledge it to be his/her/their free and voluntary act for the uses and purposes mentioned in this instrument.

Date: May 8, 2014

Printed Name: _____
Notary Public in and for the State of Washington
Residing at _____
My appointment expires: _____

When recorded, return to:
Seattle City Light
Real Estate Services
Attn: Mary Davis, SMT Room 3338
700 5th Avenue, Suite 3200/PO Box 34023
Seattle, WA 98124-4023

Recorded at the request of:
Guardian Northwest Title
File Number: J106486

Statutory Warranty Deed

THE GRANTORS Patrick W. Mitchell, David C. Mitchell, Elizabeth Mitchell Laemmle, Joseph P. Mitchell, Thomas W. Mitchell, Susan Mitchell O'Hare, and David Laemmle, each as their separate estate, each as their interest may appear 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: Ptn Gov Lot 5, 12-32-9 E and Ptn Gov Lot 5, 13-32-9 E
Portion of Government Lot 5, Section 12, Township 32 North, Range 9 East, W.M., and a portion of Government Lot 5, Section 13, Township 32 North, Range 9 East, W.M., Snohomish County, Washington

For Full Legal See Attached Exhibit "A"

Reserving an easement for ingress, egress and utilities over, across and under Revised Parcel B for the Benefit of Revised Parcel A as recorded under Auditor's File Number 201403170338.

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

Tax Parcel Number(s): ptn of 320912-003-011-00, 320913-002-004-00

Date: May 12, 2014

Susan M. Mitchell O'Hare

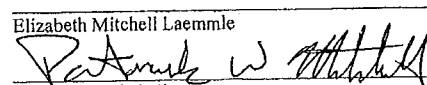
David Laemmle

Thomas W. Mitchell

Joseph P. Mitchell

Elizabeth Mitchell Laemmle

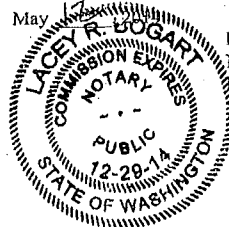
David C. Mitchell

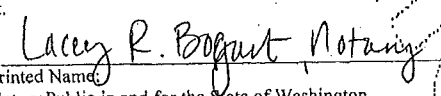

Patrick W. Mitchell

STATE OF WASHINGTON }
} ss:
COUNTY OF SNOHOMISH }

I certify that I know or have satisfactory evidence that Susan M. Mitchell O'Hare, David Laemmle, Thomas W. Mitchell, Joseph P. Mitchell, Elizabeth Mitchell Laemmle, David C. Mitchell and Patrick W. Mitchell, the persons who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument and acknowledge it to be his/her/their free and voluntary act for the uses and purposes mentioned in this instrument.

Date: May 12, 2014




Printed Name: Lacey R. Bogart, Notary
Notary Public in and for the State of Washington
Residing at Everett, WA
My appointment expires: 12/29/14

5 of 16

Recorded at the request of:
Guardian Northwest Title
File Number: 1106486

THE GRANTORS: Patrick W. Mitchell, David C. Mitchell, Elizabeth Mitchell Laemmle, Joseph P. Mitchell, Thomas W. Mitchell, Susan Mitchell O'Hare, and David Laemmle, each as their separate estate, each as their interest may appear 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: Ptn Gov Lot 5, 12-32-9 E and Ptn Gov Lot 5, 13-32-9 E
Portion of Government Lot 5, Section 12, Township 32 North, Range 9 East, W.M., and a portion of
Government Lot 5, Section 13, Township 32 North, Range 9 East, W.M., Snohomish County, Washington

For Full Legal See Attached "Exhibit" A

Reserving an easement for ingress, egress, and utilities over, across and under Revised Parcel B for the Benefit of Revised Parcel A as recorded under Auditor's File Number 201403170338.

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

Tax Parcel Number(s): ptn of 320912-003-011-00, 320913-002-004-00

Date: May 10th, 2014

Susan M. Mitchell O'Hare

David Laemmle.

Thomas W. Mitchell

Joseph P. Mitchell

Elizabeth Mitchell Laemmle

David C. Mitchell

Patrick W. Mitchell

STATE OF WASHINGTON }
COUNTY OF SNOHOMISH } ss:

I certify that I know or have satisfactory evidence that Susan M. Mitchell O'Hare, David Laemmle, Thomas W. Mitchell, Joseph P. Mitchell, Elizabeth Mitchell Laemmle, David C. Mitchell, and Patrick W. Mitchell, the persons who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument and acknowledge it to be his/her/their free and voluntary act for the uses and purposes mentioned in this instrument.

Date: May ____, 2014

Printed Name: _____
Notary Public in and for the State of Washington
Residing at _____
My appointment expires: _____

When recorded, return to:
Seattle City Light
Real Estate Services
Attn: Mary Davis, SMT Room 3338
700 3th Avenue, Suite 3200/PO Box 34023
Seattle, WA 98124-4023

Recorded at the request of:
Guardian Northwest Title
File Number: 1106486

Statutory Warranty Deed

THE GRANTORS Patrick W. Mitchell, David C. Mitchell, Elizabeth Mitchell Laemmle, Joseph P. Mitchell, Thomas W. Mitchell, Susan Mitchell O'Hare, and David Laemmle, each as their separate estate, each as their interest may appear 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: Ptn Gov Lot 5, 12-32-9, E and Ptn Gov Lot 5, 13-32-9 E
Portion of Government Lot 5, Section 12; Township 32 North, Range 9 East, W.M., and a portion of Government Lot 5, Section 13, Township 32 North, Range 9 East, W.M., Snohomish County, Washington

For Full Legal See Attached Exhibit "A"

Reserving an easement for ingress, egress and utilities over, across and under Revised Parcel B for the Benefit of Revised Parcel A as recorded under Auditor's File Number 201403170338.

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

Tax Parcel Number(s): ptn of 320912-003-011-00, 320913-002-004-00

Date: May 9, 2014

Susan M. Mitchell O'Hare

David Laemmle

Thomas W. Mitchell

Joseph P. Mitchell

Elizabeth Mitchell Laemmle

David C. Mitchell

Patrick W. Mitchell

STATE OF WASHINGTON }
} ss:
COUNTY OF SNOHOMISH }

I certify that I know or have satisfactory evidence that Susan M. Mitchell O'Hare, David Laemmle, Thomas W. Mitchell, Joseph P. Mitchell, Elizabeth Mitchell Laemmle, David C. Mitchell and Patrick W. Mitchell, the persons who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument and acknowledge it to be his/her/their free and voluntary act for the uses and purposes mentioned in this instrument.

Date: May 9, 2014

Printed Name: _____
Notary Public in and for the State of Washington
Residing at _____
My appointment expires: _____

(ACKNOWLEDGMENT)

STATE OF WASHINGTON)

) ss.

COUNTY OF)

On this 9th day of May, 2014, before me personally appeared Susan M. Mitchell & Here to me known to be the individual(s) described in and who executed the within instrument, and acknowledged that he/she signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal the day and year in this certificate above written.

Pamela Goodwin

Printed Name Pamela Goodwin

Notary Public in and for the State of

Washington

Residing at 12918 Muketo Speedway

My commission expires 2/10/18

PAMELA GOODWIN

Notary Public

State of Washington

Commission Expires 02/10/2018

Notary Seal

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Tulare

On 05/09/2014

Date

before me,

Mirnette Samuon Choi (Notary Public)

Here Insert Name and Title of the Officer

personally appeared Thomas W. Mitchell

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal Above

Signature

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____

Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

(ACKNOWLEDGMENT)

State of New Mexico
(STATE OF WASHINGTON)

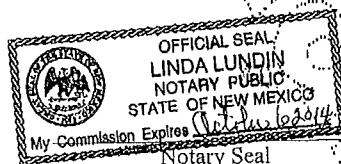
COUNTY OF Los Alamos } ss.

On this 8 day of May, 2014, before me personally appeared
Edinburgh A. Laemle to me known to be the individual(s)
described in and who executed the within instrument, and acknowledged that he/she signed
the same as their free and voluntary act and deed for the uses and purposes therein
mentioned.

Given under my hand and official seal the day and year in this certificate above written.

Linda Lundin

Printed Name LINDA LUNDIN
Notary Public in and for the State of
New Mexico
Residing at Los Alamos
My commission expires October 6, 2014



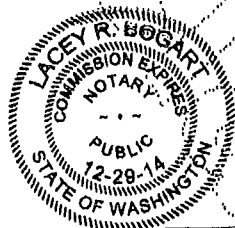
(ACKNOWLEDGMENT)

STATE OF WASHINGTON)

COUNTY OF Snohomish) ss.

On this 12th day of May, 2014, before me personally appeared Patrick W. Mitchell to me known to be the individual(s) described in and who executed the within instrument, and acknowledged that he/she signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal the day and year in this certificate above written.



Notary Seal

Patrick W. Mitchell
Printed Name Lacey R. Bogart
Notary Public in and for the State of Washington
Residing at Everett, WA
My commission expires 12/29/14

(ACKNOWLEDGMENT)

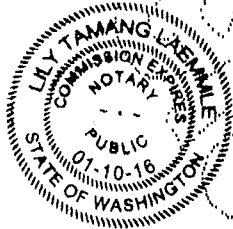
STATE OF WASHINGTON)

) ss.

COUNTY OF)

On this 14th day of MAY, 2014, before me personally appeared DAVID LAEMMLE to me known to be the individual(s) described in and who executed the within instrument, and acknowledged that he/she signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal the day and year in this certificate above written.



Notary Seal

Lily Tanang Laemmlé

Printed Name LILY TANANG LAEMMLE

Notary Public in and for the State of

WASHINGTON

Residing at SEATTLE

My commission expires 01/10/16

(ACKNOWLEDGMENT)

STATE OF WASHINGTON)

COUNTY OF CLARK)

ss.

On this 10th day of MAY, 2014, before me personally appeared JOSEPH P MITCHELL to me known to be the individual(s) described in and who executed the within instrument, and acknowledged that he/she signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal the day and year in this certificate above written.

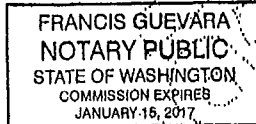
Francis Guevara

Printed Name FRANCIS GUEVARA

Notary Public in and for the State of Washington

Residing at Vancouver WA 98684

My commission expires JAN. 15, 2017



Notary Seal

(ACKNOWLEDGMENT)

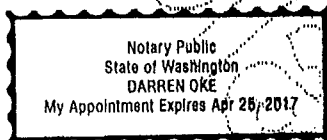
STATE OF WASHINGTON)

COUNTY OF Snohomish)

ss.

On this 9th day of May, 2014, before me personally appeared David C. Mitchell to me known to be the individual(s) described in and who executed the within instrument, and acknowledged that he/she signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal the day and year in this certificate above written.



Darren Oke
Printed Name Darren Oke
Notary Public in and for the State of Washington
Residing at Everett, WA
My commission expires 4/25/17

Notary Seal

EXHIBIT A

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

REVISED PARCEL "B"
of Affidavit of Short Subdivision Exemption recorded under Auditor's File No. 201403170338, more particularly described as follows:

All the Government Lot 5, Section 13, Township 32 North, Range 9 East, W.M., Snohomish County, Washington;

TOGETHER with that portion of Government Lot 5, Section 12, Township 32 North Range 9 East, W.M., Snohomish County, Washington lying Westerly or Southerly of the following described line:

Commencing at the Northeast corner of said Government Lot 5;
THENCE North $88^{\circ}57'27''$ West along the North line of said Government Lot 5, a distance of 805.00 feet to the Beginning of said Described line;
THENCE South $00^{\circ}07'42''$ East parallel with the East line of said Government Lot 5, a distance of 1050.00 feet;
THENCE South $89^{\circ}57'27''$ East 325.00 feet;
THENCE South $00^{\circ}07'42''$ East 255.04 feet, more or less, to the South line of said Government Lot 5, Section 12 and the terminus of said described line.

EXCEPT ROADS;

SUBJECT TO herein retained easement for ingress, egress, and utilities for the benefit of Revised Parcel A, as recorded under Auditor's File Number 201403170338 and described as follows:

That portion of Revised Parcel "B" being a strip of land 20.00 feet wide, with 10.00 feet each side of the following described centerline:
Commencing at the Northwest corner of Government Lot 5, Section 12, Township 32 North, Range 9 East, W.M.,
THENCE South $00^{\circ}07'44''$ East along the West line of said Government Lot 5 a distance of 3.00 feet to the Beginning of said described Centerline;
THENCE North $84^{\circ}36'06''$ East 30.95 feet;
THENCE North $81^{\circ}16'08''$ East 69.00 feet;
THENCE along a curve to the right having a radius of 135.00 feet, through a central angle of $32^{\circ}37'18''$, an arc length of 76.86 feet;
THENCE South $66^{\circ}06'34''$ East 57.57 feet;
THENCE South $71^{\circ}56'40''$ East 84.03 feet;
THENCE along a curve to the right having a radius of 155.00 feet through a central angle of $27^{\circ}36'31''$. An arc length of 74.69 feet;
THENCE South $44^{\circ}20'09''$ East 103.25 feet;
THENCE along a curve to the left having a radius of 1145.00 feet through a central angle of $03^{\circ}57'43''$, an arc length of 79.18 feet;
THENCE South $48^{\circ}17'52''$ East 101.53 feet to the East line of Revised Parcel B and Terminus of said Centerline.

The sidelines of said easement are to be lengthened or shortened to meet at angle points, and to begin or end on the exterior boundary lines of Revised Parcel "B".

ALL SITUATED in the County of Snohomish, State of Washington

Exhibit B

Order Number: 5207091497

- 1) Rights of the public to unrestricted use of a navigable body of water including, but not limited, to navigation, recreational use, and fishing, whether or not the level of the water has been raised or lowered naturally or artificially to a maintained or fluctuating level.

Terms and provisions as contained in an instrument,

Entitled	Agreement
Recorded	December 4, 1995 in Official Records under Recording Number 9512040180

- 3). Terms and provisions as contained in an instrument,

Entitled	Agreement
Recorded	December 4, 1995 in Official Records under Recording Number 9512040191

- 4) An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Instrument	Real Estate Contract
Granted To	Present and future owners of the East 330 feet
For	Ingress, egress and utilities
Recorded	October 4, 1978 in Official Records under Recording Number 7810040004

- 5) Terms and provisions as contained in an instrument,

Entitled	Notice of Appropriation of water from the Sauk River
Recorded	in Official Records under Recording Number 223737, 228679 and 233489

- 6) Terms and provisions as contained in an instrument,

Entitled	Affidavit of Short Subdivision Exemption
Recorded	March 17, 2014 in Official Records under Recording Number 201403170338

- 7) Terms, Conditions and Easement Provisions as show on Survey recorded April 1, 2014 in Official Records under Recording Number 201404015002.

V1

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



201405270356 7 PGS
05/27/2014 1:36pm \$78.00
SNOHOMISH COUNTY, WASHINGTON

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

OLD REPUBLIC TITLE, LTD.

7178
07-91497

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 Lot 5, 12-32-9E and Ptn Gov Lot 5, 13-32-9E
Portion of Government Lot 5, Section 12, Township 32 North, Range 9 East,
W.M., and a portion of Government Lot 5, Section 13, Township 32 North,
Range 9 East, W.M., Snohomish County, Washington State.
More particularly described in Exhibit "A" (Legal Description), and as depicted
in Exhibit "B" (Property Map),

Assessor's
Property Tax

Parcel Number(s): 32091200301100 and 32091300200400, Snohomish County

Reference Numbers of Documents Assigned or Released: None.



The Grantor enters this Deed for and in consideration of monies coming in whole or in part from the Salmon Recovery Funding Board Account. Such grant is made pursuant to the Project Agreements entered into between the Grantor and the Grantee entitled Skagit Tier 1 & Tier 2 Floodplain Acquisition II, Project Number 11-1536A signed by the Grantor on the 13th day of March, 2012 and by the Grantee on the 26th day of March, 2012 and supporting materials which are on file with the Grantor and the Grantee in connection with the Project Agreements.

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



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 12 day of May, 2014

STATE OF WASHINGTON)

COUNTY OF KING) ss

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

Dated: May 12th, 2014

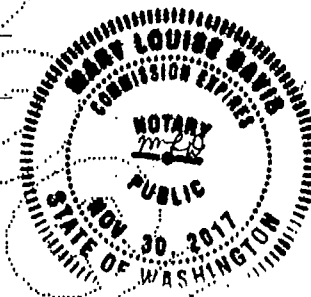
Signed: Mary Louise Davis

Printed Name: Mary Louise Davis

Notary Public in and for the State of Washington,

residing in Edmonds, WA.

My commission expires November 30, 2017



REMAINDER OF PAGE IS INTENTIONALLY BLANK; ADDITIONAL SIGNATURE PAGE FOLLOWS

KL

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 5th day of May, 2014

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: May 5, 2014

Signed: Leslie Ann Frank

Notary Public in and for the State of Washington,

residing in Thurston County

My commission expires 7-9-17

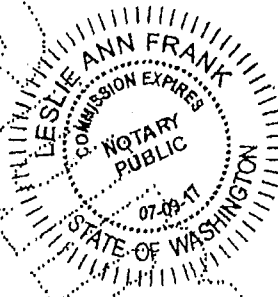


Exhibit A: Legal Description

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

REVISED PARCEL B of Short Plat recorded under Auditor's File No. 201403170338, more particularly described as follows:

All the Government Lot 5, Section 13, Township 32 North, Range 9 East, W.M., Snohomish County, Washington;

TOGETHER with that portion of Government Lot 5, Section 12, Township 32 North Range 9 East, W.M., Snohomish County, Washington, lying Westerly or Southerly of the following described line:

Commencing at the Northeast corner of said Government Lot 5;
THENCE North $88^{\circ}57'27''$ West along the North line of said Government Lot 5, a distance of 805.00 feet to the Beginning of said Described line;
THENCE South $00^{\circ}07'42''$ East parallel with the East line of said Government Lot 5, a distance of 1050.00 feet;
THENCE South $89^{\circ}57'27''$ East 325.00 feet;
THENCE South $00^{\circ}07'42''$ East 255.04 feet, more or less, the South line of said Government Lot 5 and the terminus of said described line.

EXCEPT ROADS.

SUBJECT TO an easement for ingress, egress, and utilities for the benefit of Revised Parcel A, as recorded under Auditor's File Number 201403170338 and described as follows:

That portion of Revised Parcel B being a strip of land 20.00 feet wide, with 10.00 feet each side of the following described centerline:
Commencing at the Northwest corner of Government Lot 5, Section 12, Township 32 North, Range 9 East, W.M.,
THENCE South $00^{\circ}07'44''$ East along the West line of said Government Lot 5 a distance of 3.00 feet to the Beginning of said described Centerline,
THENCE North $84^{\circ}36'06''$ East 30.95 feet;
THENCE North $81^{\circ}16'08''$ East 69.00 feet;
THENCE along a curve to the right having a radius of 135.00 feet, through a central angle of $32^{\circ}37'18''$, an arc length of 76.86 feet;
THENCE South $66^{\circ}06'34''$ East 57.57 feet;
THENCE South $71^{\circ}56'40''$ East 84.03 feet;
THENCE along a curve to the right having a radius of 155.00 feet through a central angle of $27^{\circ}36'31''$, an arc length of 74.69 feet;
THENCE South $44^{\circ}20'09''$ East 103.25 feet;
THENCE along a curve to the left having a radius of 1145.00 feet through a central angle of $03^{\circ}57'43''$, an arc length of 79.18 feet;
THENCE South $48^{\circ}17'52''$ East 101.53 feet to the East line of Revised Parcel B and Terminus of said Centerline.

The sidelines of said easement are to be lengthened or shortened to meet at angle points, and to begin or end on the exterior boundary lines of Revised Parcel B.

ALL SITUATED in the County of Snohomish, State of Washington

O'Hare Property After Short Subdivision

SNOHOMISH CO PARCELS: 32091200301100 & 32091300200400 SEC 12 and 13 TWP 32 RGE 09



Created 4/30/2014 by Seattle City Light, Environmental Affairs Division. SCL provides no warranty, expressed or implied, as to the accuracy, reliability or completeness of this data.

16

After recording, return to:
Seattle City Light
Real Estate Services, Attn Mary Davis
700 - 5th Avenue, Suite 3200, SMT 3338
Post Office Box 34023
Seattle, WA 98124-4023



201402250045
Skagit County Auditor \$87.00
2/25/2014 Page 1 of 16 11:22AM

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX
2014580
FEB 25 2014

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX
2014581
FEB 25 2014

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

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

Boundary Line Agreement

Grantors: City of Seattle, a municipal corporation; Llane A. Rusnak-Burt and Daniel Burt, wife and husband

Grantees: City of Seattle, a municipal corporation; Llane A. Rusnak-Burt and Daniel Burt, wife and husband

Abbreviated Legal Descriptions: Ptn Sec. 25, 26 and 35, Township 35 North, Range 5 East, W.M., situated in Skagit County, WA

Assessor's Tax Parcel ID#: P40180, P40227, P40228, P40246 and P40691

Boundary Line Agreement

WHEREAS, the City of Seattle, a Washington municipal corporation, acting by and through its City Light Department, is the owner of that real property described on Exhibit A attached hereto and incorporated herein, hereinafter referred to as the "SCL (Seattle City Light) Parcel"; and

WHEREAS, Llane A. Rusnak-Burt and Daniel Burt, wife and husband, are the owners of that real property described on Exhibit B attached, hereinafter referred to as the "Rusnak-Burt Parcel"; and

WHEREAS, there are certain improvements owned by Llane A. Rusnak-Burt and Daniel Burt that encroach on the SCL Parcel; and

WHEREAS, the existing shared driveway used to access both the SCL Parcel and the Rusnak-Burt Parcels is not located within the easement area described in an easement appurtenant to the SCL Parcel, originally granted by Cyrus J. Hooper, a single man, to Earl Border and Muriel

Border, husband and wife and the City of Seattle's predecessor in interest, for a perpetual easement for ingress and egress to the SCL Parcel over and across the existing driveway under Skagit County Auditor's recording number 8403020001; and

WHEREAS, the City of Seattle and Rusnak-Burt and Burt wish to modify the boundary line between the SCL Parcel and the Rusnak-Burt Parcel to eliminate existing encroachment issues, and to exchange portions of their properties; and

WHEREAS, RCW 58.04.007 permits property owners to resolve uncertain or disputed property boundaries by entering into a written agreement permanently establishing the location of a common boundary line;

NOW THEREFORE, in consideration of the mutual promises and agreements set forth herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the City of Seattle and Rusnak-Burt and Burt agree as follows:

1. The parties to this Boundary Line Agreement ("Agreement"), the City of Seattle, Llane A. Rusnak-Burt and Daniel Burt, agree to the exchange of property and creation of new boundaries as shown in Exhibit C, "Before Boundary Line Adjustment", and Exhibit D, "After Boundary Line Adjustment" and Exhibit E, "Legal Description for Seattle City Light for Property After Boundary Line Adjustment" and Exhibit F, "Legal Description for Seattle City Light for Rusnak-Burt Property After Boundary Line Adjustment".
2. City of Seattle Conveyance. City of Seattle conveys and quitclaims to Llane A. Rusnak-Burt and Daniel Burt, and their successors and assigns all right, title and interest, in the portion of its property as shown on Exhibit D for the exchange of property and alteration of property boundaries.
3. Llane A. Rusnak-Burt and Daniel Burt Conveyance. Llane A. Rusnak-Burt and Daniel Burt convey and quitclaim to the City of Seattle, and assign all right and interest, in the portion of their property as shown on Exhibit D for the exchange of property and alteration of property boundaries.
4. Llane A. Rusnak-Burt and Daniel Burt Extinguishment of Existing Access Easement and Conveyance of New Access Easement. Llane A. Rusnak-Burt and Daniel Burt hereby terminate the existing easement described in a deed from Earl Border and Muriel Border, husband and wife for a perpetual easement for ingress and egress over and across an existing driveway under Skagit County Auditor's recording number 8403020001 and convey a new access easement described in Exhibit G to the City of Seattle.
5. City of Seattle relinquishment of old access easement and acceptance of new access easement. The City of Seattle relinquishes to Rusnak-Burt and Burt the perpetual easement for ingress and egress recorded under Skagit County Auditor's recording number 8403020001 and accepts the new access easement granted by Llane A. Rusnak-Burt and Daniel Burt as described in Exhibit G to the City of Seattle.



6. Successors and Assigns. This Boundary Line Adjustment Agreement shall run with the land and be binding upon and inure to the benefit of the successors in interest and assigns of the parties hereto.

7. Recording. This Boundary Line Agreement shall be recorded in Skagit County, Washington.

8. This Boundary Line Adjustment is not for the purposes of creating an additional building lot.

This Boundary Line Adjustment is approved by Grace Roeder of the Skagit County Planning and Development Services Department, on this 25 day of Feb. 2014

Grace Roeder (Signature)

_____(Printed Name and Title)

Dated this 25 day of February, 2014

LLANE A. RUSNAK-BURT

LLANE A. RUSNAK-BURT

Jorge Carrasco
JORGE CARRASCO, GENERAL
MANAGER AND CHIEF EXECUTIVE
OFFICER

DANIEL BURT
DANIEL BURT

CITY OF SEATTLE
CITY LIGHT DEPARTMENT



201402250045

Skagit County Auditor

\$87.00

2/25/2014 Page

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16 11:22AM

(ACKNOWLEDGMENT)

STATE OF WASHINGTON)

COUNTY OF SKAGIT) ss.

On this 21st day of August, 2013, before me personally appeared **Llane A. Rusnak-Burt and Daniel Burt, wife and husband**, to me known to be the individuals described in and who executed the within instrument, and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal the day and year in this certificate above written.

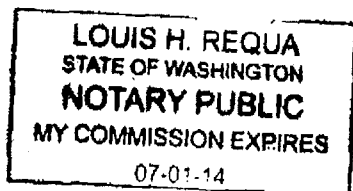
Louis H. Requa

Printed Name Louis H. Requa

Notary Public in and for the State of WA

Residing at Sedro-Woolley, WA.

My commission expires July 1, 2017



Notary Seal



201402250045

Skagit County Auditor

\$87.00

4

2/25/2014 Page

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16 11:22AM

(ACKNOWLEDGMENT)

STATE OF WASHINGTON)

) ss.

COUNTY OF KING)

Lynn Best
for

I certify that I know or have satisfactory evidence that **Jorge Carrasco** signed this instrument, on oath stated that he was authorized to execute this instrument, and acknowledged it as **the General Manager and Chief Executive Officer of the City of Seattle, a municipal corporation**, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Date August 2, 2013



Mary Louise Davis

Printed Name Mary Louise Davis

Notary Public in and for the State of WA

Residing at Edmonds, WA

My commission expires January 20, 2014

Notary Seal



201402250045

Skagit County Auditor

5. 2/25/2014 Page

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16 11:22AM

\$87.00

EXHIBIT A

-----**Skagit Surveyors and
Engineers**-----

806 Metcalf St. Sedro-Woolley, WA 98284

360.855.2121 360.855.1658(f)

www.sseconsultants.com

LEGAL DESCRIPTION FOR SEATTLE CITY LIGHT OF
PROPERTY BEFORE BOUNDARY LINE ADJUSTMENT

Parcel A

The south 125 feet of Government Lot 6, lying east of the existing slough in Section 26, Township 35 North, Range 5 East, W.M., and the south 125 feet of the southwest 1/4 of the northwest 1/4 of Section 25, Township 35 North, Range 5 East, W.M.

Parcel B

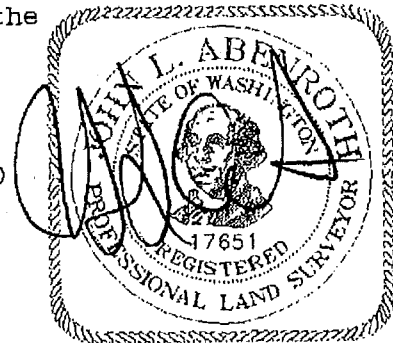
That portion of the southeast 1/4 of Section 26, Township 35 North, Range 5 East W.M., described as follows:

Beginning at a point 42 feet east of the southeast corner of the west 10 rods (165 feet) of the east 1/2 of the southeast 1/4 of said Section; thence north 449.3 feet; thence west 472 feet; thence north parallel with the east line of the west 1/2 of the southeast 1/4 of said Section to the north line of said southeast 1/4; thence west to the east bank of the Skagit River; thence west to the northwest corner of the southeast 1/4; thence south along said quarter Section line to the south line of the Section; thence east to the place of beginning.

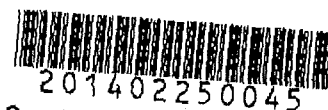
EXCEPT County Road

AND EXCEPT the south 435.6 feet of the west 500 feet thereof.

AND EXCEPT that portion thereof conveyed to Skagit County for road purposes by deed dated March 19, 1965, and recorded March 22, 1965, under AF#663681.



8/9/13



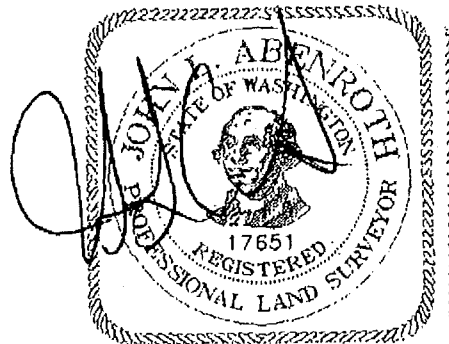
AND EXCEPT any portion lying within the former or present bed of the Skagit River.

AND EXCEPT that portion of said tract which lies westerly of the easterly edge of an existing slough which lies northerly of the south edge of said slough as it cuts through the westerly boundary of said tract.

AND EXCEPT that portion lying within Tract "A" of Short Plat No. 9-77, approved February 28, 1977, and recorded March 7, 1977 under AF#852085 in Volume 2 of Short Plats, page 39.

Containing approximately 62 acres.

Situate in Skagit County, Washington.



8/9/13



201402250045

EXHIBIT B

-----**Skagit Surveyors and
Engineers**-----

806 Metcalf St. Sedro-Woolley, WA 98284
360.855.2121 360.855.1658(f)
www.sseconsultants.com

LEGAL DESCRIPTION
FOR
SEATTLE CITY LIGHT
OF
RUSNAK-BURT PARCEL BEFORE BOUNDARY LINE ADJUSTMENT

Parcel A

That portion of the north half of the northeast quarter of Section 35, Township 35 North, Range 5 East, W.M. lying northerly of the South Skagit highway.

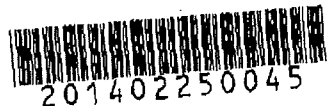
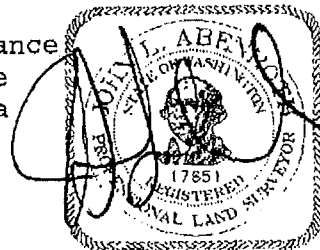
Parcel B

That portion of the southwest quarter of the southeast quarter of Section 26, Township 35 North, Range 5 East, W.M. described as follows:

Beginning at the southwest corner of said subdivision; thence east along the south line of said Section 26; a distance of 500.00 feet; thence north, a distance of 435.60 feet; thence west 500.00 feet to the west line of said subdivision; thence south, a distance of 435.60 feet to the point of beginning.

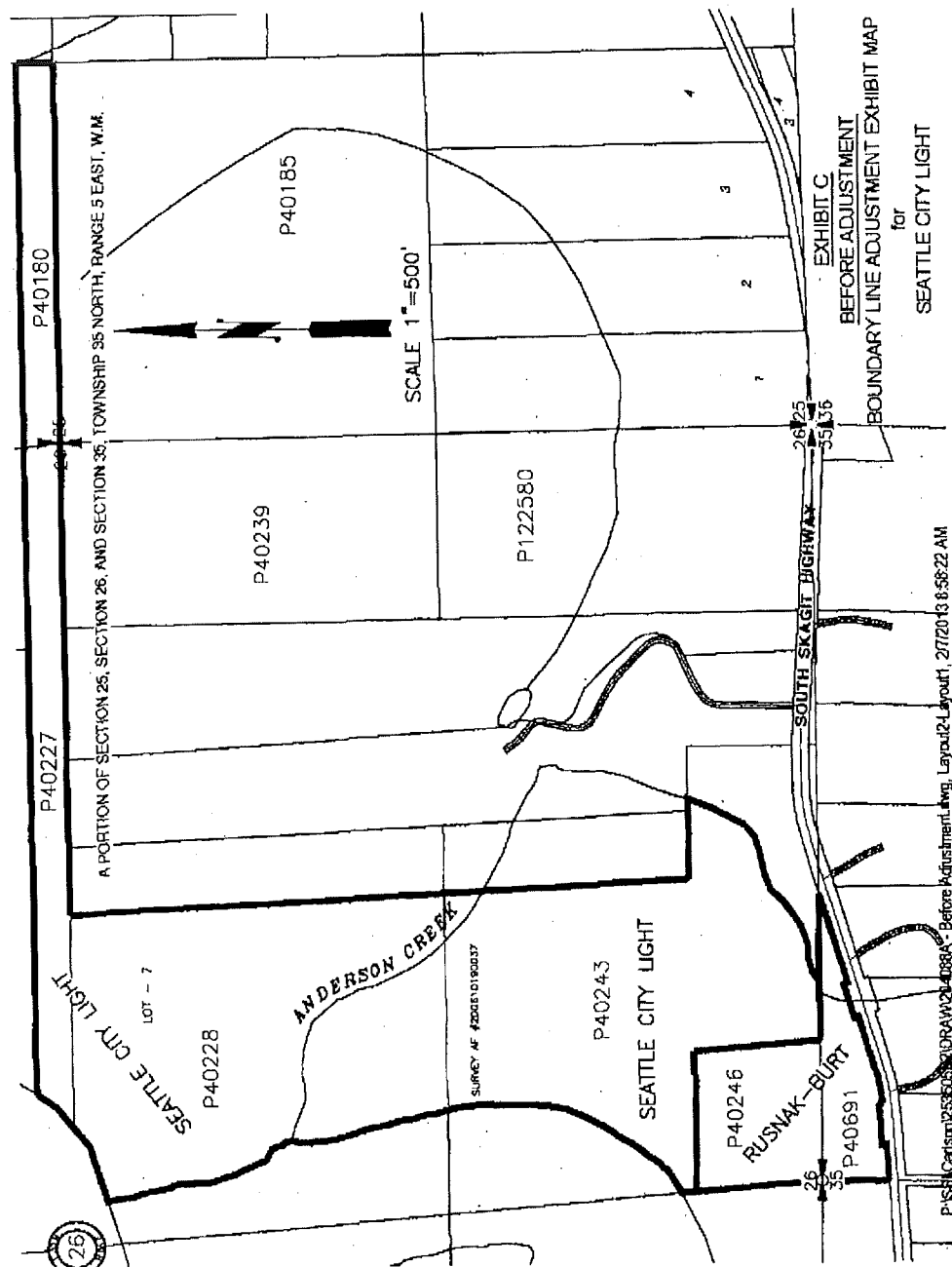
Containing 8.2 acres.

Situate in Skagit County, Washington.



Skagit County Auditor
2/25/2014 Page

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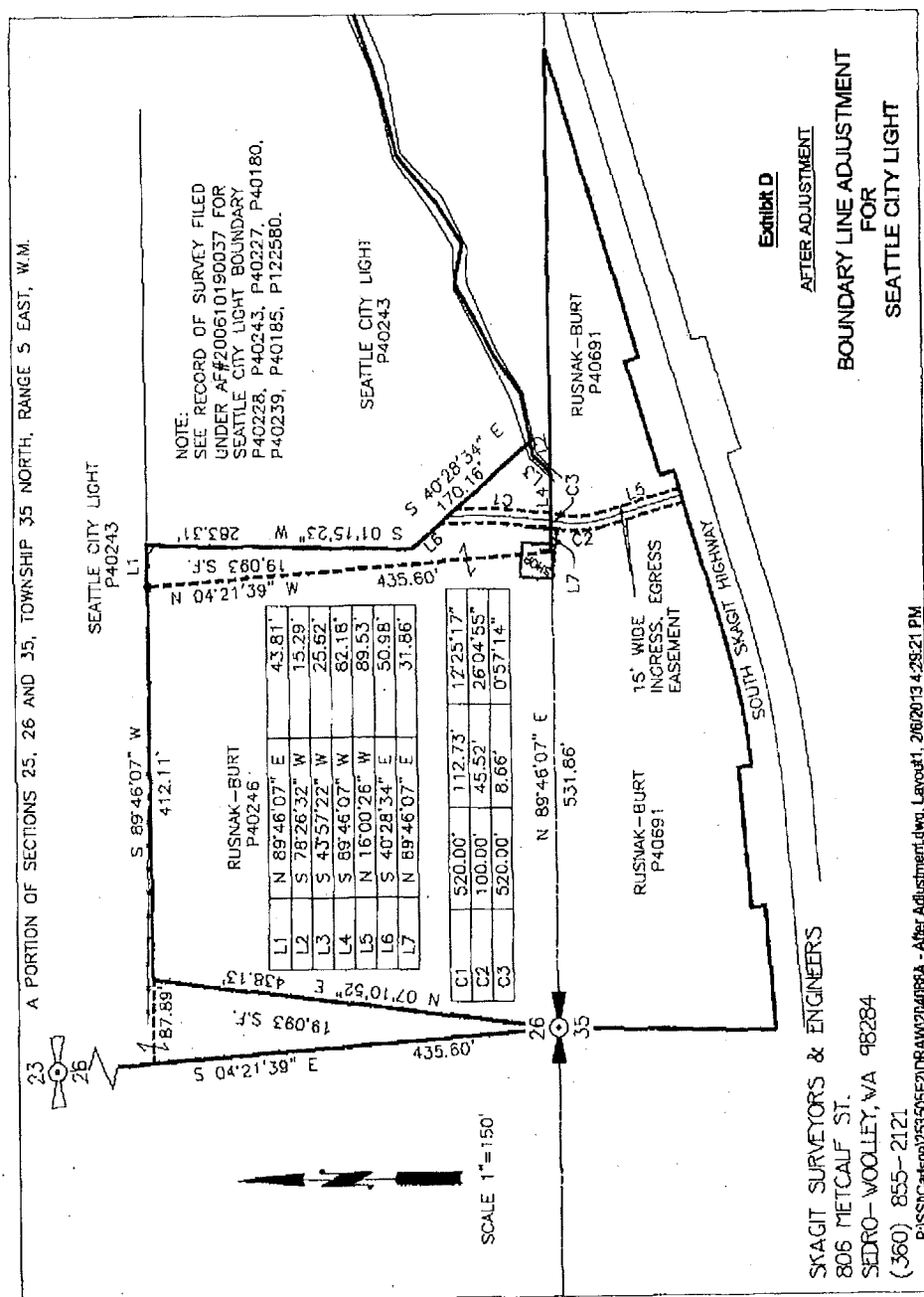


Exhibit E

-----**Skagit Surveyors and
Engineers**-----

806 Metcalf St. Sedro-Woolley, WA 98284
360.855.2121 360.855.1658(f)
www.sseconsultants.com

LEGAL DESCRIPTION FOR SEATTLE CITY LIGHT OF
PROPERTY AFTER BOUNDARY LINE ADJUSTMENT

Parcel A

The south 125 feet of Government Lot 6, lying east of the existing slough in Section 26, Township 35 North, Range 5 East, W.M., and the south 125 feet of the southwest 1/4 of the northwest 1/4 of Section 25, Township 35 North, Range 5 East, W.M.

Parcel B

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

Beginning at a point 42 feet east of the southeast corner of the west 10 rods (165 feet) of the east 1/2 of the southeast 1/4 of said Section; thence north 449.3 feet; thence west 472 feet; thence north parallel with the east line of the west 1/2 of the southeast 1/4 of said Section to the north line of said southeast 1/4; thence west to the east bank of the Skagit River; thence west to the northwest corner of the southeast 1/4; thence south along said quarter Section line to the south line of the Section; thence east to the place of beginning.

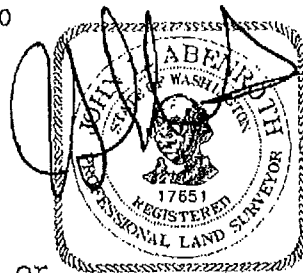
EXCEPT County Road

AND EXCEPT the south 435.6 feet of the west 500 feet thereof.

AND EXCEPT that portion thereof conveyed to Skagit County for road purposes by deed dated March 19, 1965, and recorded March 22, 1965, under AF#663681.

AND EXCEPT any portion lying within the former or present bed of the Skagit River.

AND EXCEPT that portion of said tract which lies westerly of the easterly edge of an existing slough which lies northerly of the south edge of



8/9/13



201402250045

said slough as it cuts through the westerly boundary of said tract.

AND EXCEPT that portion lying within Tract "A" of Short Plat No. 9-77, approved February 28, 1977, and recorded March 7, 1977 under AF#852085 in Volume 2 of Short Plats, page 39.

AND EXCEPT that portion of the southwest quarter of the southeast quarter of Section 26, Township 35 North, Range 5 East, W.M. described as follows:

Beginning at a point on the south line of said Section 26 which lies N 89°46'07"E, a distance of 500.00 feet from the southwest corner of said subdivision, which point is the southeast corner of that certain Parcel B as described and conveyed by Quit Claim Deed to Llane A Rusnak-Burt and Daniel Burt dated September 24, 2007 and filed under AF#200710050101, records of Skagit County, Washington; thence N 4°21'39"W along the east line of said Parcel B, a distance of 435.60 feet to the northeast corner thereof; thence S 89°46'07"E along the easterly prolongation of the north line of said Parcel B, a distance of 43.81 feet; thence S 1°15'23"W, a distance of 283.31 feet; thence S 40°28'34"E, a distance of 170.16 feet to the center of Anderson Creek as shown on that certain survey recorded under AF#200610190037, records of Skagit County, Washington; thence S 78°26'32"W along said creek, a distance of 15.29 feet; thence S 43°57'22"W along said creek, a distance of 25.62 feet to a point on the south line of said Section 26; thence S 89°46'07"W along the south line of Section 26, a distance of 82.18 feet to the point of beginning.

Parcel C

That portion of the southwest quarter of the southeast quarter of Section 26, Township 35 North, Range 5 East, W.M. described as follows:

Beginning at the southwest corner of said subdivision; thence N 4°21'39"W along the west side of said subdivision, a distance of 435.60 feet to the northwest corner of that certain Parcel B as described and conveyed by Quit Claim Deed to Llane A Rusnak-Burt and Daniel Burt dated September 24, 2007 and filed under AF#200710050101, records of Skagit County, Washington; thence N 89°46'07"E along the north line of said Parcel B, a distance of 87.89 feet; thence S 7°10'52"W, a distance of 438.13 feet to the point of beginning.

TOGETHER WITH a fifteen (15) foot wide easement for ingress and egress, over, under and through that portion of the southwest quarter of the southeast quarter of Section 26 and the northwest quarter of the northeast quarter of Section 35, all in Township 35 North, Range 5 East, W.M., the



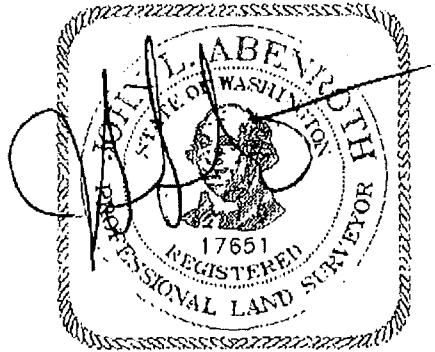
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centerline of which is described as follows:

Commencing at the northwest corner of the northeast quarter of said Section 35; thence N 89°46'07"E along the north line thereof, a distance of 531.86 feet to Point A and the initial point of this centerline description, which point on a curve having a radius of 520.00 feet and from which the radius point bears N 80°52'45"W; thence southerly along said curve into Section 35, through a central angle of 0°57'14", an arc distance of 8.66 feet to a point of reverse curvature with a curve to the left having a radius distance of 100.00 feet; thence southerly along said reverse curve through a central angle of 26°04'55", an arc distance of 45.52 feet; thence S 16°00'26"E, a distance of 89.53 feet to the northerly right of way of the South Skagit Highway and the terminal point of this centerline description in Section 35.

Also, beginning at the above described Point; thence northerly into said Section 26, along said 520.00 foot radius curve through a central angle of 12°25'17", an arc distance of 112.73 feet to the terminal point of this centerline description in Section 26.



Skagit County Auditor

\$87.00

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Exhibit F

Skagit Surveyors and Engineers

806 Metcalf St. Sedro-Woolley, WA 98284
360.855.2121 360.855.1658(f)
www.sseconsultants.com

**LEGAL DESCRIPTION FOR
SEATTLE CITY LIGHT OF
RUSNAK-BURT PARCEL AFTER BOUNDARY LINE ADJUSTMENT**
Revised October 9, 2013

Parcel A

That portion of the north half of the northeast quarter of Section 35, Township 35 North, Range 5 East, W.M. lying northerly of the South Skagit highway.

Parcel B

That portion of the southwest quarter of the southeast quarter of Section 26, Township 35 North, Range 5 East, W.M. described as follows:

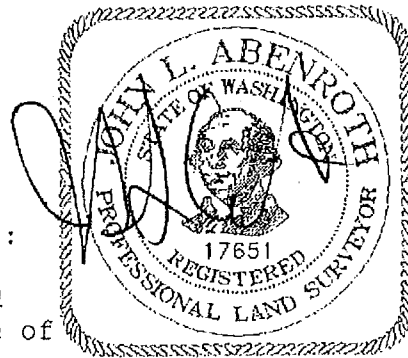
Beginning at the southwest corner of said subdivision; thence east along the south line of said Section 26, a distance of 500.00 feet; thence north, a distance of 435.60 feet; thence west 500.00 feet to the west line of said subdivision; thence south, a distance of 435.60 feet to the point of beginning.

EXCEPT beginning at the southwest corner of said subdivision; thence N 4°21'39"W along the west side of said subdivision, a distance of 435.60 feet to the northwest corner of that certain Parcel B as described and conveyed by Quit Claim Deed to Llane A Rusnak-Burt and Daniel Burt dated September 24, 2007 and filed under AF#200710050101, records of Skagit County, Washington; thence N 89°46'07"E along the north line of said Parcel B, a distance of 87.89 feet; thence S 7°10'52"W, a distance of 438.13 feet to the point of beginning.

Parcel C

That portion of the southwest quarter of the southeast quarter of Section 26, Township 35 North, Range 5 East, W.M. described as follows:

Beginning at a point on the south line of said Section 26 which lies N 89°46'07"E, a distance of 500.00 feet from the southwest corner of said



10/9/13



subdivision, which point is the southeast corner of that certain Parcel B as described and conveyed by Quit Claim Deed to Llane A Rusnak-Burt and Daniel Burt dated September 24, 2007 and filed under AF#200710050101, records of Skagit County, Washington; thence N 4°21'39"W along the east line of said Parcel B a distance of 435.60 feet to the northeast corner thereof; thence S 89°46'07"E along the easterly prolongation of the north line of said Parcel B, a distance of 43.81 feet; thence S 1°15'23"W, a distance of 283.31 feet; thence S 40°28'34"E, a distance of 170.16 feet to the center of Anderson Creek as shown on that certain survey recorded under AF#200610190037, records of Skagit County, Washington; thence S 78°26'32"W along said creek, a distance of 15.29 feet; thence S 43°57'22"W along said creek, a distance of 25.62 feet to a point on the south line of said Section 26; thence S 89°46'07"W along the south line of Section 26, a distance of 82.18 feet to the point of beginning.

Parcels A and C above are subject to a fifteen (15) foot wide easement for ingress and egress, over, under and through that portion of the southwest quarter of the southeast quarter of Section 26 and the northwest quarter of the northeast quarter of Section 35, all in Township 35 North, Range 5 East, W.M., the centerline of which is described as follows:

Commencing at the northwest corner of the northeast quarter of said Section 35; thence N 89°46'07"E along the north line thereof, a distance of 531.86 feet to Point A and the initial point of this centerline description, which point on a curve having a radius of 520.00 feet and from which the radius point bears N 80°52'45"W; thence southerly along said curve into Section 35, through a central angle of 0°57'14", an arc distance of 8.66 feet to a point of reverse curvature with a curve to the left having a radius distance of 100.00 feet; thence southerly along said reverse curve through a central angle of 26°04'55", an arc distance of 45.52 feet; thence S 16°00'26"E, a distance of 89.53 feet to the northerly right of way of the South Skagit Highway and the terminal point of this centerline description in Section 35.

Also, beginning at the above described Point A; thence northerly into said Section 26, along said 520.00 foot radius curve through a central angle of 12°25'17", an arc distance of 112.73 feet to the terminal point of this centerline description in Section 26.

Situate in Skagit County, Washington.

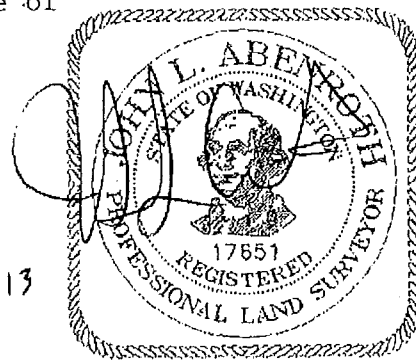


EXHIBIT G

-----**Skagit Surveyors and
Engineers**-----

806 Metcalf St. Sedro-Woolley, WA 98284

360.855.2121 360.855.1658(f)

www.sseconsultants.com

LEGAL DESCRIPTION FOR SEATTLE CITY LIGHT OF
EASEMENT TO BE ACQUIRED FROM RUSNAK-BURT

A fifteen (15) foot wide easement for ingress and egress, over, under and through that portion of the southwest quarter of the southeast quarter of Section 26 and the northwest quarter of the northeast quarter of Section 35, all in Township 35 North, Range 5 East, W.M., the centerline of which is described as follows:

Commencing at the northwest corner of the northeast quarter of said Section 35; thence N 89°46'07"E along the north line thereof, a distance of 531.86 feet to Point A and the initial point of this centerline description, which point on a curve having a radius of 520.00 feet and from which the radius point bears N 80°52'45"W; thence southerly along said curve into Section 35, through a central angle of 0°57'14", an arc distance of 8.66 feet to a point of reverse curvature with a curve to the left having a radius distance of 100.00 feet; thence southerly along said reverse curve through a central angle of 26°04'55", an arc distance of 45.52 feet; thence S 16°00'26"E, a distance of 89.53 feet to the northerly right of way of the South Skagit Highway and the terminal point of this centerline description in Section 35.

Also, beginning at the above described Point; thence northerly into said Section 26, along said 520.00 foot radius curve through a central angle of 12°25'17", an arc distance of 112.73 feet to the terminal point of this centerline description in Section 26.

Situate in Skagit County, Washington.

