



SEATTLE CITY COUNCIL

Legislative Summary

CB 119354

Record No.: CB 119354

Type: Ordinance (Ord)

Status: Passed

Version: 1

Ord. no: Ord 125768

In Control: City Clerk

File Created: 08/17/2018

Final Action: 02/08/2019

Title: AN ORDINANCE relating to the City Light Department; accepting statutory warranty deeds to the Shu property in King County, Washington, the Bratager, Glaser, Goelz and Abelson, Ross, Smith and Cummins, and Wejmar and Wiley properties in Skagit County, Washington, the Povlsen property in Snohomish County, Washington, and two treasurer's deeds for two Skagit County properties in Skagit County, all for salmonid habitat protection purposes; declaring certain real property rights surplus and no longer required for providing public utility service or other municipal purposes; ratifying the grants of deeds of right to the State of Washington on the Bratager, Glaser, Goelz and Abelson, and Ross properties for salmon recovery and conservation purposes; authorizing the grant of an easement for ingress and egress over the Povlsen property; 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: Mosqueda

Vetoed by Mayor:

Veto Overridden:

Veto Sustained:

Attachments: Att A - Shu Statutory Warranty Deed, Att B - Bratager Statutory Warranty Deed, Att C - Bratager Deed of Right, Att D - Glaser Statutory Warranty Deed, Att E - Glaser Deed of Right, Att F - Goelz and Abelson Statutory Warranty Deed, Att G - Goelz and Abelson Deed of Right, Att H - Ross Statutory Warranty Deed, Att I - Ross Deed of Right, Att J - Smith and Cummins Statutory Warranty Deed, Att K - Wejmar and Wiley Statutory Warranty Deed, Att L - Skagit County Treasurer Deed, Att M - Skagit County Treasurer Deed, Att N - Povlsen Statutory Warranty Deed, Att O - Little Easement Povlsen Property

Drafter: denise.Krownbell@seattle.gov

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:
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1	Mayor	08/28/2018	Mayor's leg transmitted to Council	City Clerk		
1	City Clerk	08/28/2018	sent for review	Council President's Office		
	Action Text: The Council Bill (CB) was sent for review. to the Council President's Office					
	Notes:					
1	Council President's Office	08/28/2018	sent for review	Housing, Health, Energy, and Workers' Rights Committee		
	Action Text: The Council Bill (CB) was sent for review. to the Housing, Health, Energy, and Workers' Rights Committee					
	Notes:					
1	City Council	09/10/2018	referred	Housing, Health, Energy, and Workers' Rights Committee		
1	Housing, Health, Energy, and Workers' Rights Committee	01/17/2019	pass		01/28/2019	Pass
	Action Text: The Committee recommends that City Council pass the Council Bill (CB). In Favor: 3 Chair Mosqueda, Vice Chair Juarez, Member Bagshaw Opposed: 0					
1	City Council	01/28/2019	passed			Pass
	Action Text: The Council Bill (CB) was passed by the following vote, and the President signed the Bill:					
	Notes: In Favor: 8 Councilmember Bagshaw, Council President Harrell, Councilmember Herbold, Councilmember Johnson, Councilmember Juarez, Councilmember Mosqueda, Councilmember O'Brien, Councilmember Sawant Opposed: 0					
1	City Clerk	02/01/2019	submitted for Mayor's signature	Mayor		
	Action Text: The Council Bill (CB) was submitted for Mayor's signature. to the Mayor					
	Notes:					
1	Mayor	02/08/2019	Signed			
1	Mayor	02/08/2019	returned	City Clerk		
1	City Clerk	02/08/2019	attested by City Clerk			
	Action Text: The Ordinance (Ord) was attested by City Clerk.					
	Notes:					

CITY OF SEATTLE

ORDINANCE

125768

COUNCIL BILL

119354

AN ORDINANCE relating to the City Light Department; accepting statutory warranty deeds to the Shu property in King County, Washington, the Bratager, Glaser, Goelz and Abelson, Ross, Smith and Cummins, and Wejmar and Wiley properties in Skagit County, Washington, the Povlsen property in Snohomish County, Washington, and two treasurer's deeds for two Skagit County properties in Skagit County, all for salmonid habitat protection purposes; declaring certain real property rights surplus and no longer required for providing public utility service or other municipal purposes; ratifying the grants of deeds of right to the State of Washington on the Bratager, Glaser, Goelz and Abelson, and Ross properties for salmon recovery and conservation purposes; authorizing the grant of an easement for ingress and egress over the Povlsen property; placing said lands under the jurisdiction of the City Light Department; and ratifying and confirming certain prior acts.

WHEREAS, Ordinance 121114 authorized the Superintendent of Seattle City Light (now General Manager and Chief Executive Officer), 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 of Seattle's Early Action Program, which was approved by Resolution 29905; and

WHEREAS, under authority of Ordinance 121114, the City Light Department ("City Light") acquired the Shu property in King County, in the Tolt River watershed, and the Bratager, Glaser, Goelz and Abelson, Povlsen, Ross, Skagit County, Smith and Cummins, and Wejmar and Wiley properties in the Skagit River watershed; and

WHEREAS, City Light's purchase of the Goelz property in the Skagit River watershed was counted as a match towards the Salmon Recovery Funding Board (SRFB) grants used for purchases under The City of Seattle's Early Action Program in 2016; and

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

1 WHEREAS, the SRFB grants to The City of Seattle require City Light to convey deeds of right
2 to the State of Washington, which includes conditions for purposes of salmon recovery
3 and conservation under which properties purchased with grant funds may be used or sold;
4 however, the conditions contained in the deeds of right are consistent with the purpose of
5 the Early Action Program; and

6 WHEREAS, the granting of an easement for ingress and egress to an adjacent landowner was
7 necessary to facilitate the acquisition by City Light of the Povlsen property;

8 NOW, THEREFORE,

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

10 Section 1. The Statutory Warranty Deed executed by Wenling Shu on December 21,
11 2017, as Grantor, recorded under King County Auditor's File Number 20171229001278, a copy
12 of which is included as Attachment A to this ordinance, conveying approximately 38.5 acres
13 located in the headwaters of Stossel Creek, part of the Tolt River watershed, to The City of
14 Seattle, is hereby accepted; and the real property conveyed therein is placed under the
15 jurisdiction of the City Light Department.

16 Section 2. The Statutory Warranty Deed executed by Brian P. Bratager on January 1,
17 2017, as Grantor, recorded under Skagit County Auditor's File Number 201701230181, a copy
18 of which is included as Attachment B to this ordinance, conveying approximately 5.6 acres
19 located along the Suiattle River to The City of Seattle, is hereby accepted; the real property
20 conveyed therein is placed under the jurisdiction of the City Light Department; and pursuant to
21 RCW 35.94.040 and after public hearing, the Deed of Right for said property executed by the
22 City Light Department on February 15, 2017, as Grantor and the State of Washington as Grantee,
23 recorded under Skagit County Auditor's File Number 201702210163, a copy of which is

1 included as Attachment C to this ordinance, is hereby ratified in fulfillment of Salmon Recovery
2 Funding Board (SRFB) Grant, Project Number 13-1576A.

3 Section 3. The Statutory Warranty Deed executed by Marty Glaser and Tamera Glaser on
4 June 26, 2017, as Grantors, recorded under Skagit County Auditor's File Number
5 201706290086, a copy of which is included as Attachment D to this ordinance, conveying
6 approximately 42.2 acres located along the Skagit River to The City of Seattle, is hereby
7 accepted; the real property conveyed therein is placed under the jurisdiction of the City Light
8 Department; and pursuant to RCW 35.94.040 and after public hearing, the Deed of Right for said
9 property executed by the City Light Department on June 19, 2017, as Grantor and the State of
10 Washington as Grantee, recorded under Skagit County Auditor's File Number 201706290087, a
11 copy of which is included as Attachment E to this ordinance, is hereby ratified in fulfillment of
12 SRFB Grant, Project Number 16-1647A.

13 Section 4. The Statutory Warranty Deed executed by Christopher A. Goelz and Joanne S.
14 Abelson on October 10, 2017, as Grantors, recorded under Skagit County Auditor's File Number
15 201710180027, a copy of which is included as Attachment F to this ordinance, conveying
16 approximately 15 acres located along the Skagit River to The City of Seattle, is hereby accepted;
17 the real property conveyed therein is placed under the jurisdiction of the City Light Department;
18 and pursuant to RCW 35.94.040 and after public hearing, the Deed of Right for said property
19 executed by the City Light Department on December 14, 2017, as Grantor and the State of
20 Washington as Grantee, recorded under Skagit County Auditor's File Number 201712200010, a
21 copy of which is included as Attachment G to this ordinance, is hereby ratified in fulfillment of
22 SRFB Grant, Project Number 16-2804C.

1 Section 5. The Statutory Warranty Deed executed by Darren V. Ross on April 4, 2017, as
2 Grantors, recorded under Skagit County Auditor's File Number 201704130066, a copy of which
3 is included as Attachment H to this ordinance, conveying approximately 5.15 acres located along
4 the Suiattle River to The City of Seattle, is hereby accepted; the real property conveyed therein is
5 placed under the jurisdiction of the City Light Department; and pursuant to RCW 35.94.040 and
6 after public hearing, the Deed of Right for said property executed by the City Light Department
7 on April 3, 2017, as Grantor and the State of Washington as Grantee, recorded under Skagit
8 County Auditor's File Number 201704130067, a copy of which is included as Attachment I to
9 this ordinance, is hereby ratified in fulfillment of SRFB Grant, Project Number 13-1576A.

10 Section 6. The Statutory Warranty Deed executed by Sarah Lee Smith and William
11 Eugene Cummins on December 13, 2017, as Grantors, recorded under Skagit County Auditor's
12 File Number 201712180079, a copy of which is included as Attachment J to this ordinance,
13 conveying approximately 0.5 acres located near the Skagit River to The City of Seattle, is hereby
14 accepted; and the real property conveyed therein is placed under the jurisdiction of the City Light
15 Department.

16 Section 7. The Statutory Warranty Deed executed by Steve Wejmar and Susan Wiley on
17 July 27, 2017, as Grantors, recorded under Skagit County Auditor's File Number 201707310179,
18 a copy of which is included as Attachment K to this ordinance, conveying approximately 0.5
19 acres located near the Skagit River to The City of Seattle, is hereby accepted; and the real
20 property conveyed therein is placed under the jurisdiction of the City Light Department.

21 Section 8. The Treasurer's Deed executed by Katie Jungquist, Skagit County Treasurer,
22 on December 1, 2017, as Grantor, recorded under Skagit County Auditor's File Number
23 201712010117, a copy of which is included as Attachment L to this ordinance, conveying

1 approximately 0.5 acres located near the Skagit River to The City of Seattle, is hereby accepted;
2 and the real property conveyed therein is placed under the jurisdiction of the City Light
3 Department.

4 Section 9. The Treasurer's Deed executed by Katie Jungquist, Skagit County Treasurer,
5 on December 1, 2017, as Grantor, recorded under Skagit County Auditor's File Number
6 201712010121, a copy of which is included as Attachment M to this ordinance, conveying
7 approximately 3 acres located along the Sauk River to The City of Seattle, is hereby accepted;
8 and the real property conveyed therein is placed under the jurisdiction of the City Light
9 Department.

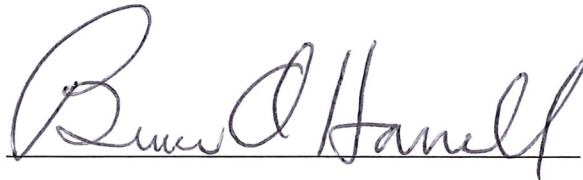
10 Section 10. The Statutory Warranty Deed executed by Birgit Povlsen and Niels Povlsen
11 on December 19, 2016, as Grantor, recorded under Snohomish County Auditor's File Number
12 201701030370, a copy of which is included as Attachment N to this ordinance, conveying
13 approximately 39 acres located along the floodplain of the Sauk River to The City of Seattle, is
14 hereby accepted; and the real property conveyed therein is placed under the jurisdiction of the
15 City Light Department.

16 Section 11. Pursuant to RCW 35.94.040 and after public hearing, an easement for ingress
17 and egress across the property identified in Section 10 of this ordinance, executed by the City
18 Light Department on January 4, 2017, with The City of Seattle as Grantor to Troy Little and
19 Cheryl Little as Grantees, and recorded under Snohomish County Auditor's File Number
20 201703060476, a copy of which is included as Attachment O to this ordinance, is hereby
21 authorized.

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

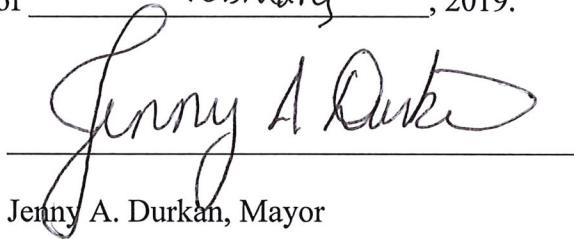
Section 13. This ordinance shall take effect and be in force 30 days after its approval by the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it shall take effect as provided by Seattle Municipal Code Section 1.04.020.

Passed by the City Council the 28th day of January, 2019,
and signed by me in open session in authentication of its passage this 28th day of
January, 2019.

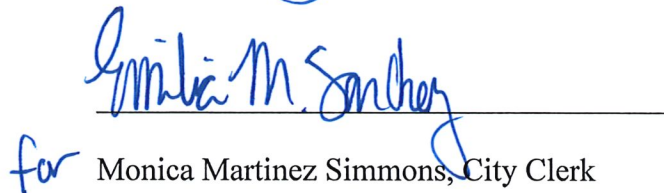


President _____ of the City Council

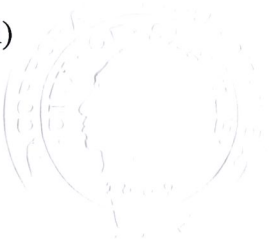
Approved by me this 8th day of February, 2019.


Jenny A. Durkan, Mayor

Filed by me this 8th day of February, 2019.


for Monica Martinez Simmons, City Clerk

(Seal)



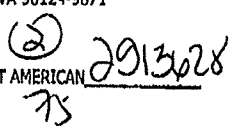
Attachments:

- Attachment A – Shu Statutory Warranty Deed
- Attachment B – Bratager Statutory Warranty Deed
- Attachment C – Bratager Deed of Right
- Attachment D – Glaser Statutory Warranty Deed
- Attachment E – Glaser Deed of Right
- Attachment F – Goelz and Abelson Statutory Warranty Deed
- Attachment G – Goelz and Abelson Deed of Right
- Attachment H – Ross Statutory Warranty Deed
- Attachment I – Ross Deed of Right
- Attachment J – Smith and Cummins Statutory Warranty Deed
- Attachment K – Wejmar and Wiley Statutory Warranty Deed
- Attachment L – Skagit County Treasurer Deed
- Attachment M – Skagit County Treasurer Deed
- Attachment N – Povlsen Statutory Warranty Deed
- Attachment O – Little Easement Povlsen Property

Instrument Number: 20171229001278 Document:WD Rec: \$75.00 Page-1 o
Record Date:12/29/2017 2:45 PM
King County, WA

AFTER RECORDING MAIL TO:

City of Seattle
Seattle City Light, Real Estate Services, Attn: Kai
Gaskill, PO Box 34023
Seattle, WA 98124-9871


FIRST AMERICAN

Filed for Record at Request of:
First American Title Insurance Company



20171229001278

WARRANTY DEED Rec: \$75.00
12/29/2017 2:45 PM
KING COUNTY, WA

E2908911

EXCISE TAX AFFIDAVITS
12/29/2017 2:45 PM KING COUNTY, WA
Selling Price:\$317,625.00
Tax Amount:\$5,658.73

STATUTORY WARRANTY DEED

File No: **4215-2513628 (TG)**

Date: **12/20/2017**

Grantor(s): **Wenling Shu**

Grantee(s): **City of Seattle**

Abbreviated Legal: **PTN SEC 23 TWP 26N RGE 7E SE QTR NE QTR, KING COUNTY**

Additional Legal on page:

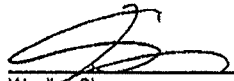
Assessor's Tax Parcel No(s): **232607900403**

THE GRANTOR(S) Wenling Shu, as her sole and separate property for and in consideration of Ten Dollars and other Good and Valuable Consideration, in hand paid, conveys, and warrants to City of Seattle, a municipal corporation of the State of Washington, the following described real estate, situated in the County of King, State of Washington.

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

THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 26 NORTH, RANGE 7 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON.

Subject To: 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.


Wenling Shu

Instrument Number: 20171229001278 Document:WD Rec: \$75.00 Page-2 of 2
Record Date:12/29/2017 2:45 PM King County, WA

APN: 232607900403

Statutory Warranty Deed
- continued

File No.: 4215-2513628 (TG)

STATE OF ~~Washington~~ CA)
LON)-ss
COUNTY OF ~~King~~ Sacramento)
LON)

I certify that I know or have satisfactory evidence that Wenling Shu is/are the person(s) 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.

Dated: 12/21/2017

Конус



Notary Public in and for the State of Washington CA
Residing at: Sacramento, CA
My appointment expires: Feb 20, 2020

Unofficial Copy



When recorded return to:
The City of Seattle
700 5th Ave, Ste 3200/PO Box 34023
Seattle, WA 98124-4023

Skagit County Auditor \$75.00
1/23/2017 Page 1 of 3 1:35PM

Recorded at the request of:
Guardian Northwest Title
File Number: 111978

Statutory Warranty Deed

111978
GUARDIAN NORTHWEST TITLE CO.

THE GRANTOR Brian P. Bratager, 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:

Section 31, Township 33 North, Range 11 East; Ptn. Gov't Lot 1

Tax Parcel Number(s): P18981, 331131-0-001-0505

That portion of Government Lot 1, Section 31, Township 33 North, Range 11 East of the Willamette Meridian, described as follows:

Commencing at a point on the North line of said Section 31 which bears, North 89°50'42" West a distance of 434.54 feet from the Northeast corner of said section;
thence South 17°44'36" East a distance of 86.92 feet to the point of beginning;
thence South 17°44'36" East a distance of 86.92 feet;
thence South 80°30' West 1500 feet, more or less, to the Suittale River; as shown in Exhibit A of Deed recorded October 10, 2016, under Skagit County Auditor's File No. 201610100122;
thence Northwesterly along said river to a point lying South 86°00' West of the point of beginning;
thence North 86°00' East 1640 feet, more or less, to the point of beginning;

(Being known as Parcel 2 of an unrecorded 5-acre parcel map dated November 1, 1972 and prepared by Heiber and Crossman).

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 1-19-17

Brian P. Bratager

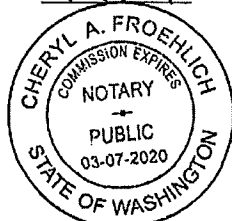
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX
201701269
JAN 23 2017

Amount Paid \$ 719.00
Skagit Co. Treasurer
By *hcm* Deputy

STATE OF Washington }
COUNTY OF Skagit } SS:

I certify that I know or have satisfactory evidence that Brian P. Bratager, 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: 1-19-17



Printed Name: Cheryl A. Froehlich
Notary Public in and for the State of Washington
Residing at: Sedro Woolley
My appointment expires: 3/7/20

Exhibit A

Form No. 1068-2
ALTA Plain Language Commitment

Commitment No.: 111978
~~4-0711~~

SCHEDULE "B-1"

EXCEPTIONS:

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

In Favor Of: United States Forest Service
Recorded: March 9, 1976
Auditor's No.: 831340
For: Forest Service Road
Affects: Forest Service Road

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

In Favor Of: Joseph R. Jorles
Recorded: September 1, 1978
Auditor's No.: 888237
For: 20 foot easement for ingress and egress
Affects: Road as disclosed on Exhibit A

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

Entitled: Statutory Warranty Deed
Recorded: February 28, 1983
Auditor's No.: 8302280054

D. EASEMENT, INCLUDING TERMS AND PROVISIONS THEREOF:

Grantee: United States of America
Recorded: December 1, 1983
Auditor's No.: 8312010033
Purpose: Road
Area Affected: Suiattle River Road #26

E. 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 of Boundary for Cyril Frol
Recorded: September 7, 1994
Auditor's No.: 9409070001

Form No. 1068-2
ALTA Plain Language Commitment

Commitment No.: 111978
~~1068-2~~

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: Suiattle River

G. 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 Suiattle River.

H. 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.)

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

201702210163
Skagit County Auditor
2/21/2017 Page 1 of 7 1:31PM \$79.00

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

FEB 21 2017

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

GUARDIAN NORTHWEST TITLE CO.

111478

**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 31, Township 35 North, Range 11 East; Ptn Gov't Lot 1, Skagit
County, Washington State.

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

Assessor's
Property Tax *P18981*



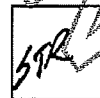
Parcel Number(s): P 18981, Skagit County

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 Upper Skagit Watershed Habitat Protection, Project Number 13-1576 signed by the Grantor on the 18th day of December, 2013 and by the Grantee on the 31st day of December, 2013, 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

SR

GRANTOR:

City of Seattle acting by and through Seattle City Light Department

By: *Lynn Best*

Name: Lynn Best

Title: Chief Environmental Officer, Seattle City Light

Dated this 15 day of February 2017

STATE OF WASHINGTON)

COUNTY OF KING) ss

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

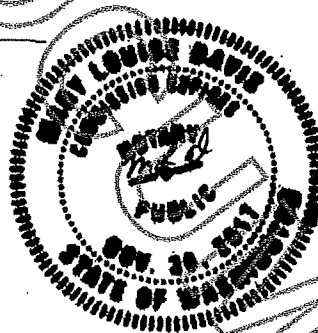
Dated: February 15th, 2017

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



STR

GRANTEE:

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

By: *Scott T. Robinson*

Name: *Scott T. Robinson*

Title: *Deputy Director*

Dated this *9th* day of *February*, 2017

STATE OF WASHINGTON)

COUNTY OF *Thurston*)
ss

I certify that I know or have satisfactory evidence that *Scott T. Robinson* 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 *Deputy 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: *2-9-17*

Signed: *Kathleen M. Barkis*

Notary Public in and for the State of Washington,

residing in *Lacey, WA*

My commission expires *12-1-18*



STR

Exhibit A: Legal Description

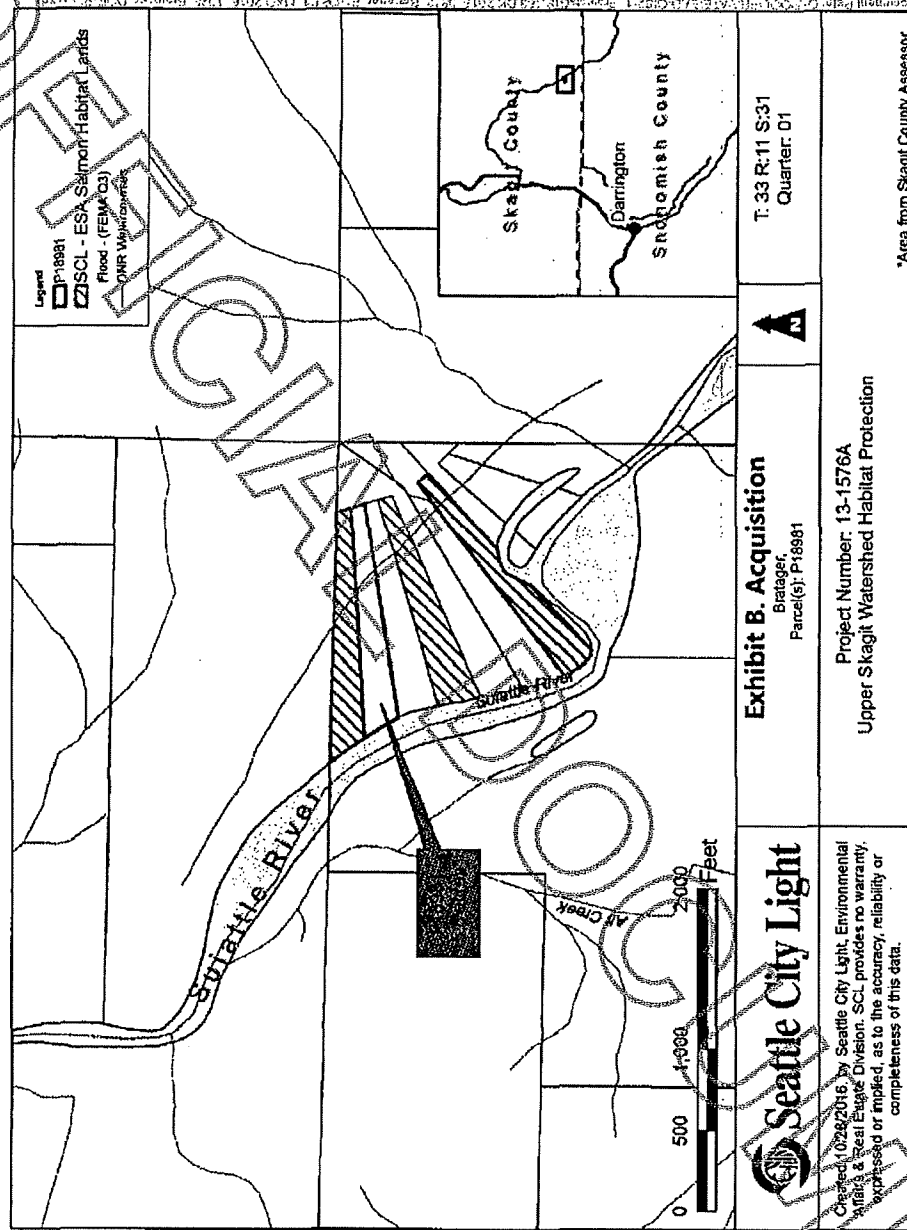
Real property in the County of Skagit, State of Washington, described as follows:

That portion of Government Lot 1, Section 31, Township 33 North, Range 11 East of the Willamette Meridian, described as follows:

Commencing at a point on the North line of said Section 31 which bears, North $89^{\circ}50'42''$ West a distance of 434.54 feet from the Northeast corner of said section;
thence South $17^{\circ}44'36''$ East a distance of 86.92 feet to the point of beginning;
thence South $17^{\circ}44'36''$ East a distance of 86.92 feet;
thence South $80^{\circ}30'$ West 1500 feet, more or less, to the Suiattle River; as shown in Exhibit A of Deed recorded October 10, 2016, under Skagit County Auditor's File No. 201610100122; thence Northwesterly along said river to a point lying South $86^{\circ}00'$ West of the point of beginning; thence North $86^{\circ}00'$ East 1640 feet, more or less, to the point of beginning;

(Being known as Parcel 2 of an unrecorded 5-acre parcel map dated November 1, 1972 and prepared by Heiber and Crossman).





STR



201706290086

Skagit County Auditor
6/29/2017 Page 1 of 4 1:48PM \$76.00

When recorded return to:
Seattle City Light
Real Estate Services
Attn: Karlee 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: 113174

Statutory Warranty Deed

113174
GUARDIAN NORTHWEST TITLE CO.

THE GRANTORS Marty Glaser and Tamera Glaser, a married couple for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION in hand paid, conveys and warrants to City of Seattle the following described real estate, situated in the County of Skagit, State of Washington

Abbreviated Legal:

Section 14, Township 35 North, Range 8 East; Gov. Lot 3
Section 15, Township 35 North, Range 8 East; Ptn. Gov't Lots 1 and 2
Lots 1 and 8, Block B, Garden Addn.

Tax Parcel Number(s): P43909, 350815-0-001-0003, P43910, 350815-0-002-0002, P70615, 4050-004-008-0005, P70608, 4050-004-001-0002, P43892, 350814-0-003-0002

Parcel A:

Lot 1, Block B, "Garden Addition to Baker", according to the plat recorded in Volume 3 of Plats, page 73, records of Skagit County, Washington.

Parcel B:

Lot 8, Block B, "Garden Addition to Baker" according to the plat recorded in Volume 3 of Plats, Page 73, records of Skagit County, Washington.

TOGETHER WITH that portion of Tract 2 as shown on record of survey for boundary line adjustment approved July 9, 2007 and recorded July 27, 2007 as Auditor's File No. 200707270072, lying Easterly of the following described line:

LINE: Begin at the Southeasterly corner of Lot 1 of said survey; thence Southwesterly along the Southwesterly extension of the Southeasterly line of said Lot 1 to the Northerly line of the Skagit River, said point being the terminus of this line description.

All of the above being portion of Governments Lots 1 and 2 of Section 15, Township 35 North, Range 8 East, W.M..

Parcel C:

Government Lot 3 of Section 14, Township 35 North, Range 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 6-26-17

Marty Glaser

Tamera Glaser

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX
20172899
JUN 29 2017

Amount Paid \$ 1502.87
Skagit Co. Treasurer
By Mmm Deputy

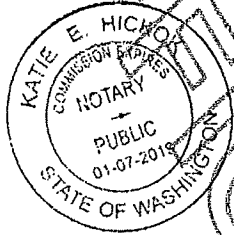
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX
20172900
JUN 29 2017

Amount Paid \$ 1444.13
Skagit Co. Treasurer
By Mmm Deputy

STATE OF WA
COUNTY OF Stearns SS:

I certify that I know or have satisfactory evidence that Marty Glaser and Tamera Glaser, 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: 6/26/17



Katie E. Hickok
Printed Name: Katie E. Hickok
Notary Public in and for the State of Washington
Residing at Nuvernon
My appointment expires: 1/07/2019

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:

Skagit River and sloughs appurtenant thereto

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.)

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

In Favor Of: Adjacent property owners
Recorded: July 19, 1978
Auditor's No.: 883817
For: Ingress, egress and utilities
Affects: As constructed on Parcel B

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: Short Plat No. 99-80
Recorded: July 9, 1981
Auditor's No.: 8107090011
Affects: Ptn. Parcel B

E

intentionally left blank

F. Terms, provisions and reservations under the Submerged Land Act (43 U.S.C.A. 1301 through 1311) and the rights of the United States of America to regulate commerce, navigation, flood control, fishing and production of power.

G. 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:	Record of Survey
Recorded:	January 5, 2007
Auditor's No.:	200701050111

H. 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:	Boundary Adjustment Survey
Recorded:	July 27, 2007
Auditor's No.:	200707270072

I. Provisions and matters regarding a boundary line adjustment set forth on document recorded under Auditor's File No. 201607120038.

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



201706290087

Skagit County Auditor

\$79.00

6/29/2017 Page

1 of

7

1:48PM

GUARDIAN NORTHWEST TITLE CO.

113174

**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

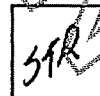
P43892 et al

Description:

Portions of Sections 10, 14, and 15, Township 35, Range 8, Northeast
Quarter, Skagit County, Washington State.

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

Assessor's
Property Tax



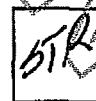
Parcel Number(s): P43892, P43909, P43910, P70608, P70615, Skagit County

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 Upper Skagit Watershed Habitat Acquisition, Project Number 16-1647A signed by the Grantor on the 2nd day of February, 2017 and by the Grantee on the 9th day of February, 2017 and 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: Chief Environmental Officer, Environment, Land, and Licensing Division

Dated this 19 day of June, 2017

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 19th, 2017

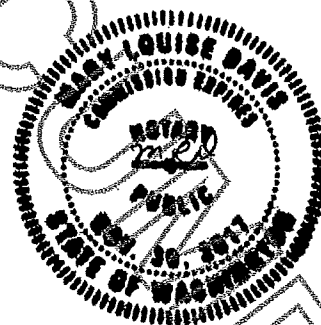
Signed: Mary Louise Davis

Printed Name: Mary Louise Davis

Notary Public in and for the State of Washington,

residing in Edmonds, WA.

My commission expires November 30, 2017



3TR

GRANTEE:

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

By: Scott T. Robinson

Name: Scott T. Robinson

Title: Deputy Director

Dated this 13th day of June, 2017

STATE OF WASHINGTON)
COUNTY OF Thurston) ss.

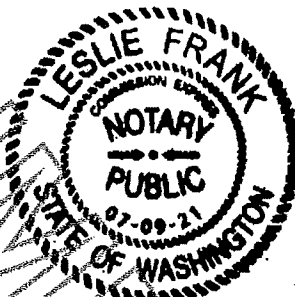
I certify that I know or have satisfactory evidence that Scott T. Robinson is
the person who appeared before me, and said person acknowledged that (he/she) signed
this instrument, on oath stated that (he/she) was authorized to execute the instrument and
acknowledge it as the Deputy Director for the Recreation 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 13, 2017

Signed: Leslie Frank

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

My commission expires 7-9-21



SP

EXHIBIT A

Legal Description

Situated in the State of Washington, County of Skagit,

Parcel A:

Lot 1, Block B, "Garden Addition to Baker", according to the plat recorded in Volume 3 of Plats, page 73, records of Skagit County, Washington.

Parcel B:

Lot 8, Block B, "Garden Addition to Baker" according to the plat recorded in Volume 3 of Plats, Page 73, records of Skagit County, Washington.

TOGETHER WITH that portion of Tract 2 as shown on record of survey for boundary line adjustment approved July 9, 2007 and recorded July 27, 2007 as Auditor's File No.

200707270072, lying Easterly of the following described line:

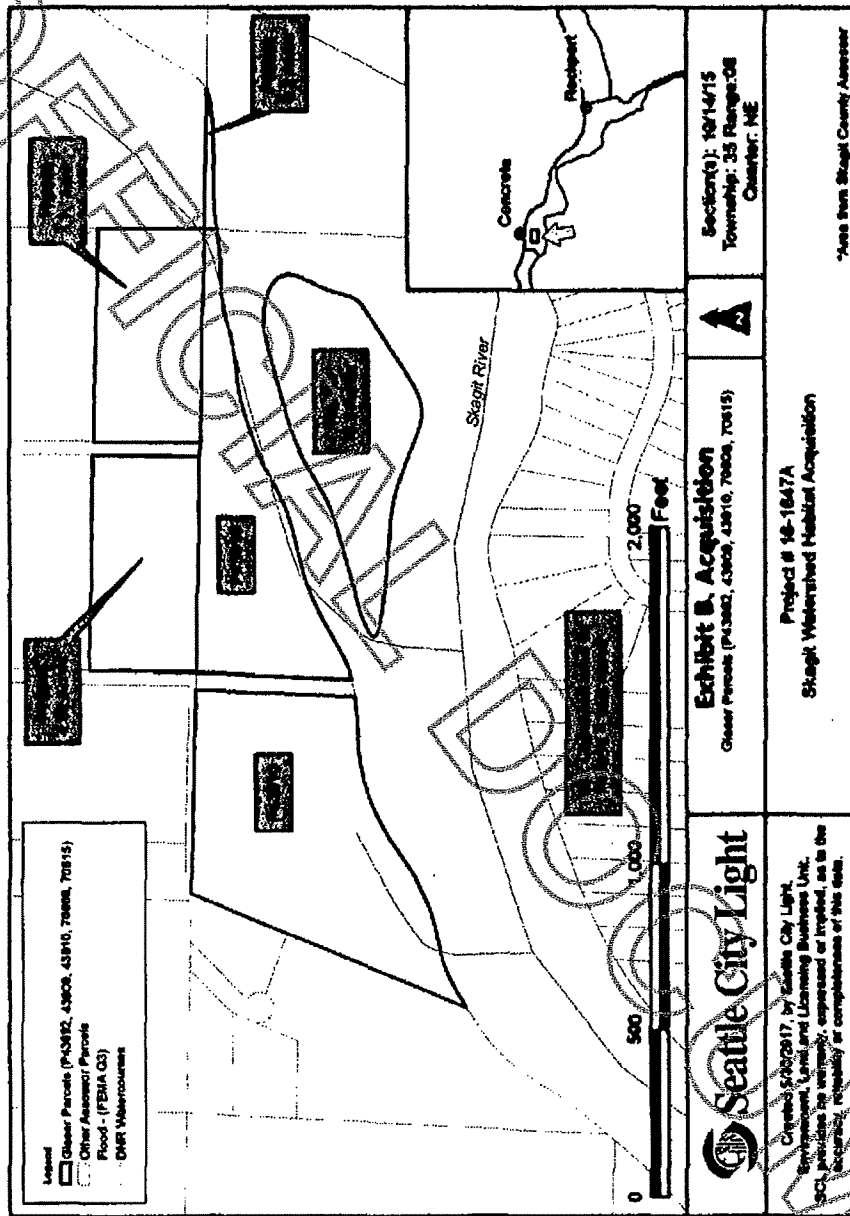
LINE: Begin at the Southeasterly corner of Lot 1 of said survey; thence Southwesterly along the Southwesterly extension of the Southeasterly line of said Lot 1 to the Northerly line of the Skagit River, said point being the terminus of this line description.

All of the above being portion of Governments Lots 1 and 2 of Section 15, Township 35 North, Range 8 East, W.M..

Parcel C:

Government Lot 3 of Section 14, Township 35 North, Range 8 East, W.M..





STR



201710180027
Skagit County Auditor \$75.00
10/18/2017 Page 1 of 2 10:58AM

When recorded return to:
City of Seattle
Attn: Karlee Gaskill Room SMT3338
700 5th Ave Ste 3200 PO Box 34023
Seattle, WA 98124-4023

Recorded at the request of:
Guardian Northwest Title
File Number: 111279

Statutory Warranty Deed

111279
GUARDIAN NORTHWEST TITLE CO.

THE GRANTORS Christopher A. Goelz and Joanne S. Abelson, husband and wife for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION in hand paid, conveys and warrants to The City of Seattle, a municipal corporation of the State of Washington the following described real estate, situated in the County of Skagit, State of Washington

Abbreviated Legal:

Section 32, Township 36 North, Range 11 East, Gov't Lot 9

Tax Parcel Number(s): P51980, 361132-0-016-0009, P119538, 361132-0-016-0100

Government Lot 9 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 10/11/17

Christopher A. Goelz

Joanne S. Abelson

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX
20174898
OCT 18 2017

Amount Paid \$2497.⁰⁰
Skagit Co. Treasurer
By [Signature] Deputy

STATE OF Washington
COUNTY OF King SS:

I certify that I know or have satisfactory evidence that Christopher A. Goelz and Joanne S. Abelson, 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: 10/11/17

Cynthia A. Jacques

Printed Name:

Notary Public in and for the State of

Residing at 22606 NE 150th St. Woodinville WA 98077

My appointment expires: June 8, 2020



Exhibit A

EXCEPTIONS:

Insert Special Exceptions Here

A. Rights to use existing roads and provisions for gate maintenance as provided in Decree filed October 26, 1970 in Skagit County Superior Court Cause No. 31312.

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 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.)



201712200010

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

Skagit County Auditor

\$80.00

12/20/2017 Page

1 of

7 9:45AM

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

DEC 20 2017

Amount Paid \$

Skagit Co. Treasurer

By *M. M.* Deputy

GUARDIAN NORTHWEST TITLE CO.

111279

**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: Government Lot 9 in Section 32, Township 36 North, Range 11 East

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

Assessor's
Property Tax

Parcel Number(s): P 51980 and P119538, 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 Middle Skagit Watershed Habitat Acquisition, Project Number 16-2804 signed by the Grantor on the 2nd day of November, 2017 and by the Grantee on the 6th day of November, 2017, 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

STR

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

5/12

GRANTOR:

City of Seattle acting by and through Seattle City Light Department

By: *Lynn Best*

Name: Lynn Best

Title: Chief Environmental Officer

Dated this 14th day of December, 2017

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.

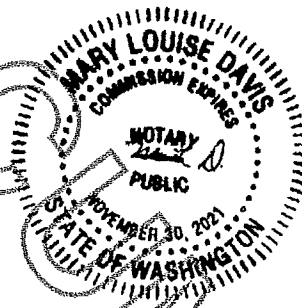
Dated: December 14, 2017

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, 2021



STR

GRANTEE:

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

By: Scott T. Robinson

Name: Scott Robinson

Title: Deputy Director

Dated this 6th day of December, 2017

STATE OF WASHINGTON

COUNTY OF Thurston

I certify that I know or have satisfactory evidence that Scott T. Robinson 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 Deputy 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: Dec. 6, 2017

Signed: Kathleen M. Barbas

Notary Public in and for the State of Washington,

residing in Lacey, WA

My commission expires 12-1-18

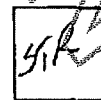


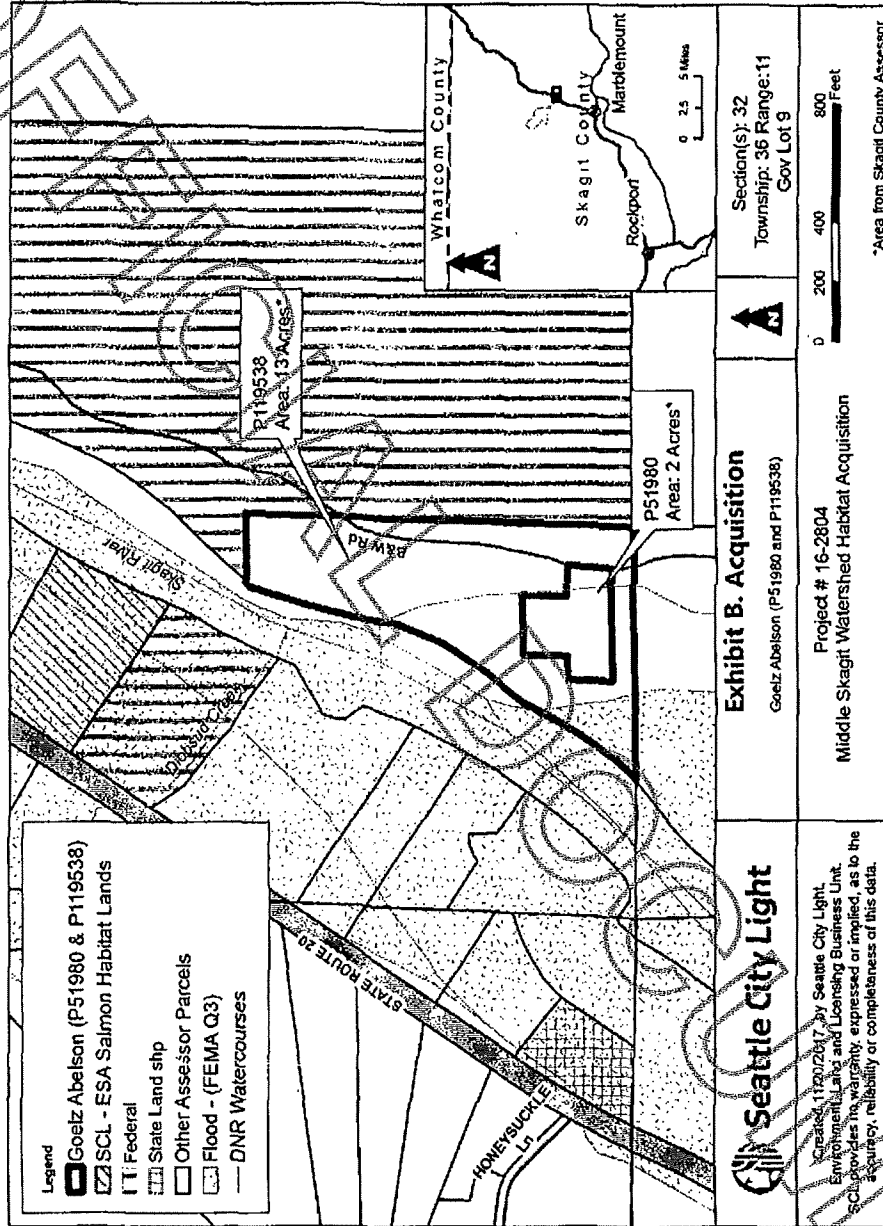
STR

Exhibit A: Legal Description

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

Government Lot 9 in Section 32, Township 36 North, Range 11 East





5719

When recorded return to:
The City of Seattle
700 5th Ave. Suite 3200
Seattle, WA 98124-9871

Recorded at the request of:
Guardian Northwest Title
File Number: 113139



201704130066
Skagit County Auditor \$76.00
4/13/2017 Page 1 of 4 2:00PM

Statutory Warranty Deed

113139
GUARDIAN NORTHWEST TITLE CO.

THE GRANTOR Darren V. Ross, 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 the following described real estate, situated in the County of Skagit, State of Washington

Abbreviated Legal:

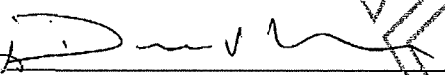
Section 31, Township 33 North, Range 11 East; Ptn. Gov't Lot 1

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): P18982, 331131-0-001-0604

Dated 4-4-17


Darren V. Ross

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

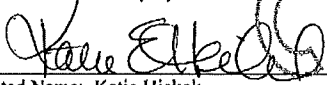
20171491
APR 13 2017

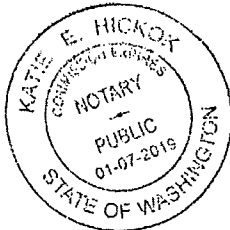
Amount Paid \$ 170.40
Skagit Co. Treasurer
By man Deputy

STATE OF Washington
COUNTY OF Skagit SS:

I certify that I know or have satisfactory evidence that Darren V. Ross, 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: 4-4-17


Printed Name: Katie Hickok
Notary Public in and for the State of Washington
Residing at Mt Vernon
My appointment expires: 1/07/2019



Order No:

EXHIBIT A

That portion of Government Lot 1, Section 31, Township 33 North, Range 11 East of the Willamette Meridian, described as follows:

Commencing at a point on the North line of said Section 31 which bears North 89°50'42" West a distance of 434.54 feet from the Northeast corner of said Section 31;
thence South 17°44'36" East a distance of 173.84 feet to the point of beginning;
thence South 17°44'36" East 86.92 feet;
thence South 73°20' West 1400 feet, more or less, to the Suiattle River as shown in Exhibit "A" of deed recorded October 10, 2016, under Skagit County Auditor's File No. 201610100121;
thence Northwesterly along said river to a point lying South 80°30' West from the point of beginning;
thence North 80°30' East 1500 feet, more or less, to the point of beginning;

(Being known as Parcel 3 of an unrecorded 5-acre parcel map dated November 1, 1972 and prepared by Heiber and Crossman).

Exhibit B
SCHEDULE "B-1"

EXCEPTIONS:

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

In Favor Of: Joseph R. Jones
Recorded: September 1, 1978
Auditor's No.: 888237
For: 20 foot easement for ingress and egress
Affects: Road as disclosed on Exhibit A

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

Entitled: Statutory Warranty Deed
Recorded: February 28, 1983
Auditor's No.: 8302280054

C. EASEMENT, INCLUDING TERMS AND PROVISIONS THEREOF:

Grantee: United States of America
Recorded: December 1, 1983
Auditor's No.: 8312010033
Purpose: Road
Area Affected: Suiattle River Road #26

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 of Boundary for Cyril Erol
Recorded: September 7, 1994
Auditor's No.: 9409070001

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:

Suiattle River

F. 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 Suiattle River.

G. 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.)



Skagit County Auditor \$79.00
4/13/2017 Page 1 of 7 2:01PM

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

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

APR 13 2017

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

GUARDIAN NORTHWEST TITLE CO.

113134

**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 31, Township 33 North, Range 11 East; Ptn. Gov't Lot 1, Skagit
County, Washington State.

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

Assessor's
Property Tax

P18482



Parcel Number(s): P 18982, 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 Upper Skagit Watershed Habitat Protection, Project Number 13-1576 signed by the Grantor on the 18th day of December, 2013 and by the Grantee on the 31st day of December, 2013, 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: Callan McShane for L. Best

Name: Lynn Best

Title: Chief Environmental Officer, Seattle City Light

Dated this 3rd day of April, 2017

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: April 3rd 2017

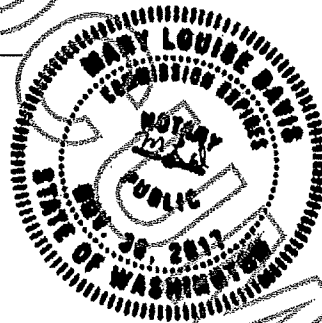
Signed: Mary Louise Davis

Printed Name: Mary Louise Davis

Notary Public in and for the State of Washington,

residing in Edmonds, WA.

My commission expires November 30, 2017



592

GRANTEE:

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

By: Scott T. Robinson

Name: Scott T. Robinson

Title: Deputy Director

Dated this 27 day of March, 2017

STATE OF WASHINGTON

COUNTY OF Thurston

I certify that I know or have satisfactory evidence that Scott T. Robinson 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 Deputy 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.

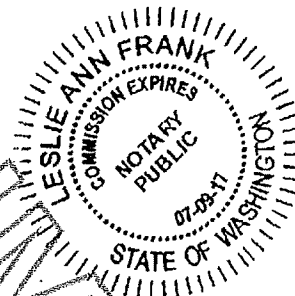
Dated: March 29, 2017

Signed: Leslie Ann Frank

Notary Public in and for the State of Washington,

residing in Thurston County

My commission expires 7-9-17



SR

Exhibit A: Legal Description

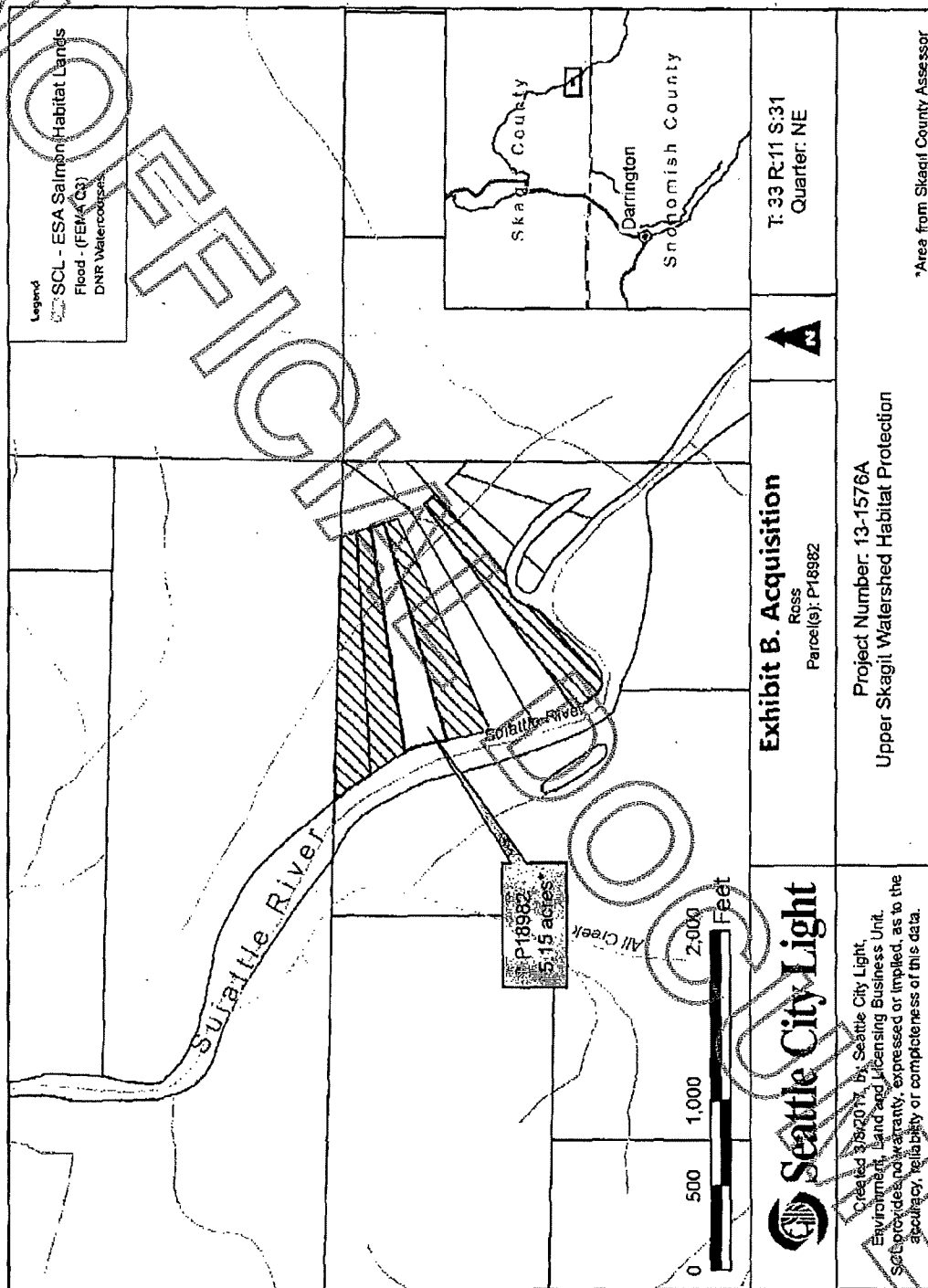
Real property in the County of Skagit, State of Washington, described as follows:

That portion of Government Lot 1, Section 31, Township 33 North, Range 11 East of the Willamette Meridian, described as follows:

Commencing at a point on the North line of said Section 31 which bears, North $89^{\circ}50'42''$ West a distance of 434.54 feet from the Northeast corner of said section 31; thence South $17^{\circ}44'36''$ East a distance of 173.84 feet to the point of beginning; thence South $17^{\circ}44'36''$ East a distance of 86.92 feet; thence South $73^{\circ}20'$ West 1400 feet, more or less, to the Suiattle River; as shown in Exhibit A of Deed recorded October 10, 2016, under Skagit County Auditor's File No. 201610100121; thence Northwesterly along said river to a point lying South $80^{\circ}30'$ West of the point of beginning; thence North $80^{\circ}30'$ East 1500 feet, more or less, to the point of beginning;

(Being known as Parcel 3 of an unrecorded 5-acre parcel map dated November 1, 1972 and prepared by Heiber and Crossman).





57A



Skagit County Auditor
12/18/2017 Page 1 of 2 10:41AM \$75.00

When recorded return to:
The City of Seattle
700 South Fifth Avenue Suite 3200 AP
Seattle, WA 98124-4023

Recorded at the request of:
Guardian Northwest Title
File Number: 114718

Statutory Warranty Deed

114718
GUARDIAN NORTHWEST TITLE CO.

THE GRANTORS Sarah Lee Smith and William Eugene Cummins, each as their 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 of the State of Washington the following described real estate, situated in the County of Skagit, State of Washington

Abbreviated Legal:
Lot 25, Carefree Acres Div.

Tax Parcel Number(s): P63506, 3870-000-025-0002

Lot 25, "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 12.13.17

Sarah Lee Smith
Sarah Lee Smith

William Eugene Cummins
William Eugene Cummins
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX
2017 5835
DEC 18 2017

STATE OF Washington
COUNTY OF King SS:

Amount Paid \$ 85.¹⁰
Skagit Co. Treasurer
By mem Deputy

I certify that I know or have satisfactory evidence that Sarah Lee Smith and William Eugene Cummins, 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: 12/13/2017

Cynthia R Johnston
Printed Name: Cynthia R Johnston
Notary Public in and for the State of Washington
Residing at: Federal Way
My appointment expires: 09/20/2021



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: Carefree Acres Subdivision No. 1
Recorded: December 30, 1963
Auditor's No.: 644847

B. EASEMENT DISCLOSED BY INSTRUMENT AND CONDITIONS CONTAINED THEREIN:

In Favor Of: Not disclosed
For: Utilities
Affects: 5 foot strip along adjoining roadway
Recorded: *****
Auditor's No.: *****

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.



201707310179

Skagit County Auditor \$75.00
7/31/2017 Page 1 of 2 3:51PM

When recorded return to:
The City of Seattle/SCL
Real Estate Services
700 - 5th Ave Suite 3200 / PO Box 34023
Seattle, WA 98124-4023

Recorded at the request of:
Guardian Northwest Title
File Number: 113611

Statutory Warranty Deed

113611
GUARDIAN NORTHWEST TITLE CO.

THE GRANTORS Susan Wiley and Steve Wejmar, wife and husband for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION in hand paid, conveys and warrants to City of Seattle, a Municipal Corporation of the State of Washington the following described real estate, situated in the County of Skagit, State of Washington

Abbreviated Legal:
Lots 27 and 28, Carefree Acres

Tax Parcel Number(s): P63508, 3870-000-027-0000, P63509, 3870-000-028-0009

Lots 27 and 28, "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 7-27-2017

S Wejmar
Steve Wejmar

Susan Wiley
Susan Wiley
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX
20173555
JUL 31 2017

STATE OF Washington
COUNTY OF Skagit) SS:

Amount Paid \$ 165.20
Skagit Co. Treasurer
By HB Deputy

I certify that I know or have satisfactory evidence that Steve Wejmar and Susan Wiley 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: 07/27/2017

Barbara Ann Granger
Printed Name: Barbara Ann Granger
Notary Public in and for the State of Washington
Residing at Sedro Woolley, WA
My appointment expires: 04/25/2021



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: Carefree Acres Subdivision No. 1
Recorded: December 30, 1963
Auditor's No.: 644847

B. EASEMENT DISCLOSED BY INSTRUMENT(S) AND PROVISIONS CONTAINED THEREIN:

In Favor Of: Not disclosed
For: Utilities
Affects: 5 foot strip along adjoining roadway
Disclosed By: Various instruments/matters of record

C. PROTECTIVE COVENANTS, EASEMENTS AND/OR ASSESSMENTS, 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

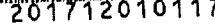
Said instrument is a re-recording of instrument recorded under Auditor's File No. 9208120081.

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

Recorded: July 25, 1984
Auditor's 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.

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.

**Skagit County Auditor**

\$75.00

1 of 2 3:30PM

Skagit County Treasurer
700 S Second, Room 205
Mount Vernon WA 98273

20175607
DEC 01 2017

Amount Paid \$

Skagit Co. Treasurer

By *Mam* Deputy

Grantor: Skagit County Treasurer
Grantee: City of Seattle acting by and thru its Department of Seattle City Light
Tax Parcel Number: 3870-000-056-0004 P63537

State of Washington)
) SS,
County of Skagit)

THIS INDENTURE, made this 1st day of December, A.D. 2017, between Katie Jungquist, as Treasurer of Skagit County, State of Washington, party of the first part and, City of Seattle acting by and thru its Department of Seattle City Light, party of the second part:

WITNESSETH, that, whereas at a public sale of real estate held on the 1st day of December, A.D. 2017, pursuant to a real property tax judgment in the Superior Court in the County of Skagit on the 20th day of October, 2017, in proceedings to foreclose tax liens upon real property and an order of sale duly issued by said County, City of Seattle acting by and thru its Department of Seattle City Light, duly purchased in compliance with the laws of the State of Washington, the following described real property in Skagit County, to-wit:

Legal Description:

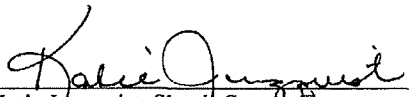
Lot 56 of the "PLAT OF CAREFREE ACRES, SUBDIVISION NO. 1" as per plat recorded in Volume 8 of Plats, page 62, records of Skagit County, Washington.

and the said above named purchaser(s) has(have) complied with the laws of the State of Washington necessary to entitle City of Seattle acting by and thru its Department of Seattle City Light to a deed for said real property.

NOW, THEREFORE, know ye, that I, Katie Jungquist, County Treasurer of said Skagit County, State of Washington, in consideration of the premises and by virtue of the statutes of the State of Washington, in such cases provided, do hereby grant and convey unto City of Seattle acting by and thru its Department of Seattle City Light heirs and assigns, forever the said real estate hereinbefore described.

GIVEN under my hand and seal of office this 1st day of December A.D., 2017.

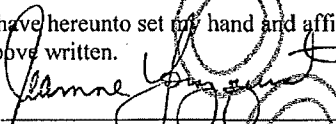



Katie Jungquist, Skagit County Treasurer

STATE OF WASHINGTON, }
County of Skagit }

On this 1st day of December A.D., 2017, before me, the undersigned County Auditor in and for said county and state, personally appeared Katie Jungquist, to me personally known and known to me to be the Treasurer of Skagit County, Washington, and the person described in and who executed the foregoing instrument and she acknowledged to me that she signed and executed the same as Treasurer of said county, as her free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.


Jeanne Youngquist
Skagit County Auditor

Skagit County Auditor
12/1/2017 Page

Skagit County Treasurer
700 S Second, Room 205
Mount Vernon WA 98273

Amount Paid \$100.00
 Skagit Co. Treasurer
 By mm Deputy

Grantor: Skagit County Treasurer
Grantee: City of Seattle acting by and thru its Department of Seattle City Light
Tax Parcel Number: 340919-4-006-0301 P30899

State of Washington)
) SS, TREASURER'S DEED
County of Skagit)

THIS INDENTURE, made this 1st day of December, A.D. 2017, between Katie Jungquist, as Treasurer of Skagit County, State of Washington, party of the first part and, City of Seattle acting by and thru its Department of Seattle City Light, party of the second part:

WITNESSETH, that, whereas at a public sale of real estate held on the 1st day of December, A.D. 2017, pursuant to a real property tax judgment in the Superior Court in the County of Skagit on the 20th day of October, 2017, in proceedings to foreclose tax liens upon real property and an order of sale duly issued by said County, City of Seattle acting by and thru its Department of Seattle City Light duly purchased in compliance with the laws of the State of Washington, the following described real property in Skagit County, to-wit:

Parcel #P30899

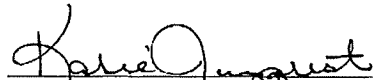
Legal Description:

Tract 2 of Short Plat NO. 72-76, approved June 7, 1977, recorded June 8, 1977 under Auditor's File No. 857846 in Volume 2 of Short Plats, page 67, records of Skagit County, Washington, being a portion of the North Half of the South half of the Southeast quarter of Section 11, Township 34 North, Range 9 East, W.M.

and the said above named purchaser(s) has(have) complied with the laws of the State of Washington necessary to entitle City of Seattle acting by and thru its Department of Seattle City Light to a deed for said real property.

NOW, THEREFORE, know ye, that I, Katie Jungquist, County Treasurer of said Skagit County, State of Washington, in consideration of the premises and by virtue of the statutes of the State of Washington, in such cases provided, do hereby grant and convey unto City of Seattle acting by and thru its Department of Seattle City Light heirs and assigns, forever the said real estate hereinbefore described.

GIVEN under my hand and seal of office this 1st day of December A.D., 2017.


Katie Jungquist, Skagit County Treasurer



STATE OF WASHINGTON, }
County of Skagit }

On this 1st day of December A.D., 2017, before me, the undersigned County Auditor in and for said county and state, personally appeared Katie Jungquist, to me personally known and known to me to be the Treasurer of Skagit County, Washington, and the person described in and who executed the foregoing instrument and she acknowledged to me that she signed and executed the same as Treasurer of said county, as her free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

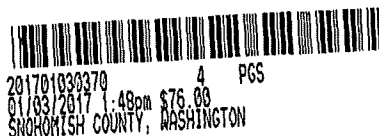

Jeanne Youngquist
Skagit County Auditor

\$145,000

1123373

When recorded return to:
City of Seattle
Attention: Mary Davis, SMT Room 3338
700 5th Ave, Ste 3200/PO Box 34023
Seattle, WA 98124-4023

Recorded at the request of:
First American Title Insurance Company
File Number: 1113080



No. 9169057 1/3/2017 1:40 PM 2.586.00
Thank you for your payment.
SIMONE

Statutory Warranty Deed

THE GRANTORS Birgit Povlsen and Niels Povlsen, Joint tenants with 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 Snohomish, State of Washington

Abbreviated Legal:
Ptn NE Qtr of the NW Qtr and Ptn of the NW Qtr of the NE Qtr in Sec 8-32-10 E, W.M., records of Snohomish County

For Full Legal See Attached Exhibit "A"

FIRST AMERICAN

2436364

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): 321008-002-001-00, 321008-001-026-00

Dated 12-19-16

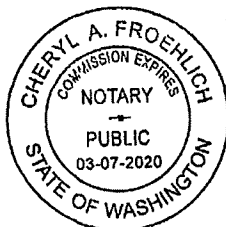
Birgit Povlsen
Birgit Povlsen

Niels Povlsen
Niels Povlsen

STATE OF Washington
COUNTY OF Snohomish SS:

I certify that I know or have satisfactory evidence that Birgit Povlsen and Niels Povlsen, 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: 12-19-16



Printed Name: Katie Hekok Cheryl A. Froehlich
Notary Public in and for the State of Washington
Residing at 3610 Woody
My appointment expires: 1/07/2019

When recorded return to:
City of Seattle
Attention: Mary Davis, SMT Room 3338
700 5th Ave, Ste 3200/PO Box 34023
Seattle, WA 98124-4023

Recorded at the request of:
First American Title Insurance Company
File Number: 1113080

Statutory Warranty Deed

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Abbreviated Legal:
Ptn NE Qtr of the NW Qtr and Ptn of the NW Qtr of the NE Qtr in Sec 8-32-10 E, W.M., records of Snohomish County

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): 321008-002-001-00, 321008-001-026-00

Dated _____

Birgit Povlsen

Niels Povlsen

STATE OF Washington
COUNTY OF Snohomish } SS: *See Attached*

I certify that I know or have satisfactory evidence that Birgit Povlsen and Niels Povlsen, 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: _____

Printed Name: Katie Hickok
Notary Public in and for the State of Washington
Residing at _____
My appointment expires: 1/07/2019

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of the document.

State of California
County of Alameda

On 12/19/2016 before me, Jennifer Senhaji, Notary Public, personally appeared Niels Povlsen who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

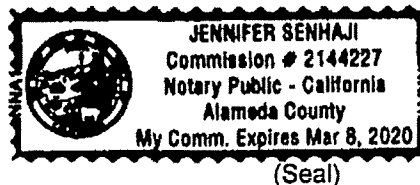
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

Name: Jennifer Senhaji

(typed or printed)



(Seal)

Order No:

EXHIBIT A

THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 32 NORTH, RANGE 10 EAST W.M., RECORDS OF SNOHOMISH COUNTY, WASHINGTON;

EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT THE SOUTHEAST CORNER OF THE SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8;
THENCE SOUTH $86^{\circ}44'25''$ WEST A DISTANCE OF 330.05 FEET;
THENCE NORTH $2^{\circ}17'50''$ WEST A DISTANCE OF 285.04 FEET;
THENCE NORTH $86^{\circ}44'05''$ EAST A DISTANCE OF 178.72 FEET;
THENCE SOUTH $53^{\circ}18'35''$ EAST A DISTANCE OF 194.67 FEET TO THE EAST LINE OF THE SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8;
THENCE ALONG SAID WEST LINE SOUTH OF $2^{\circ}17'50''$ EAST A DISTANCE OF 160.02 FEET TO THE POINT OF BEGINNING.

(PURSUANT TO ORDER OF SUMMARY JUDGMENT & DECREE QUIETING TITLE FILED NOVEMBER 15, 2011 UNDER SNOHOMISH COUNTY SUPERIOR COURT CAUSE NO. 09-2-02914-6).

TOGETHER WITH A PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 32 NORTH, RANGE 10 EAST W.M., RECORDS OF SNOHOMISH COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 8;
THENCE ALONG THE WEST LINE OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER NORTH $02^{\circ}17'50''$ WEST A DISTANCE OF 160.02 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUING ALONG SAID WEST LINE NORTH $02^{\circ}17'50''$ WEST A DISTANCE OF 38.60 FEET;
THENCE SOUTH $53^{\circ}18'35''$ EAST A DISTANCE OF 32.84 FEET;
THENCE SOUTH $21^{\circ}28'04''$ EAST A DISTANCE OF 93.40 FEET TO THE NORTHWESTERLY RIGHT OF WAY LINE OF CRAWFORD LOOP ROAD;
THENCE ALONG SAID RIGHT OF WAY SOUTH $36^{\circ}41'40''$ WEST A DISTANCE OF 35.31 FEET TO A POINT WHICH BEARS SOUTH $21^{\circ}28'04''$ EAST FROM THE POINT OF BEGINNING;
THENCE NORTH $21^{\circ}28'04''$ WEST A DISTANCE OF 103.47 FEET TO THE POINT OF BEGINNING.

(PURSUANT TO AGREED AMENDED JUDGMENT & DECREE QUIETING TITLE & ADJUSTING BOUNDARIES TO REAL PROPERTY FILED AUGUST 27, 2015 UNDER SNOHOMISH COUNTY SUPERIOR COURT CAUSE NO. 09-2-02914-6).

**NO EXCISE TAX
REQUIRED**

MAK 06 2017

KIRKE SIEVERS, Snohomish County Treasurer

By KIRKE SIEVERS

AFTER RECORDING, MAIL TO

City of Seattle, Seattle City Light
Real Estate Services SMT Room #3338
Attention: Mary Davis
700 - 5th Avenue, Suite 3200
Post Office Box 34023
Seattle, WA 98124-4023



201703060476 8 PGS
03/06/2017 3:04pm \$80.00
SNOHOMISH COUNTY, WASHINGTON

EASEMENT

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.

REFERENCE NO.

GRANTOR: City of Seattle, acting by and through its City Light Department

GRANTEE: Troy Little and Cheryl Little, husband and wife

LEGAL DESCRIPTION: Ptn NE Qtr of the NW Qtr and Ptn of the NW Qtr of the NE Qtr in Sec. 8-32-10-E, W.M., records of Snohomish County, WA

ASSESSOR'S TPN: 32108-001-026-00

FIRST AMERICAN 2436364

THIS EASEMENT is made the 4th day of January, 2017 by
Maureen Barnes, Real Estate Manager, Seattle City Light.

WITNESSTH:

WHEREAS, The City of Seattle, a municipal Corporation, acting by and through its City Light Department ("the Grantor") is the owner of a parcel of real property situated in the County of Snohomish, State of Washington, which is more particularly described in Exhibit A; and

WHEREAS Troy and Cheryl Little (the Grantees) are the owners of an adjoining parcel of real property situated in the County of Snohomish, State of Washington, which is more particularly described in Exhibit B;

NOW, THEREFORE, for and inconsideration of mutual benefits to be derived therefrom and for no monetary consideration, the Grantor, retaining all rights not herein granted, hereby grants to the Grantees, an easement upon the following terms.

1. Easement: A non-exclusive easement appurtenant for ingress and egress over and across a twenty foot wide easement area described in Exhibit C.
2. Maintenance and Repair. Maintenance and repair of the existing roadway within the easement area shall be the sole responsibility of the Grantee.
3. Improvements: No improvements such as widening or paving shall be allowed.
4. Use. Grantees' use of the easement shall be only for ingress and egress and not for parking, storage, etc. Grantees shall not block or otherwise impede the free flow of traffic with gates.

parked vehicles, or equipment, speed bumps, fence or in any other way. The easement is limited to serving one single-family residence on Grantee's property, parcel numbers 32100800202200, 32100800201300, and 32100800101200.

5. Indemnity. Grantees shall be responsible for Grantees' own negligence and that of its employees, agents, consultants, or contractors, and shall indemnify and hold harmless Grantor, its officials, officers, agents, and employees therefrom. Grantees shall not be required to indemnify, defend, and hold harmless Grantor, its officials, officers, agents, or employees if the claims and/or damages result from the negligence and/or intentional acts or omissions of the Grantor or Grantor's officials, officers, agents, or employees. To the extent a claim arises out of or alleges the concurrent negligence of both of the Parties, each Party shall only be responsible for its own negligence and that of its employees, officers, officials, agents, consultants, or contractors. It is further provided that no liability shall attach to either Party by reason of entering into this Permanent Easement except as expressly provided herein.
6. Grantees' Environmental Representations and Warranties. Grantees warrants, represents, covenants and agrees:
- (a) Hazardous Substances. Grantees will not use, generate, manufacture, produce, store, release, discharge or dispose of on, under, above or about the Easement area or transport to or from the Easement area any Hazardous Substance (as defined in Subsection (c) below) or allow any other person or entity to do so.
 - (b) Environmental Indemnity. Grantees shall protect, indemnify, hold harmless and defend Grantor and its directors, officers, contractors, employees, agents, parents, subsidiaries, successors and assigns from and against any and all loss, damage, cost, expense or liability (including attorneys' fees and costs) directly or indirectly arising out of or attributable to a breach of any representation, warranty, covenant or agreement contained in this Section including, without limitation, (a) all consequential damage, and (b) the costs of any required or necessary repairs, cleanup or detoxification of the Easement Area and the preparations and implementation of any closure, remedial or other required plans.
 - (c) Definitions. The term "Hazardous Substance" includes without limitation (a) those substances included within the definitions of "hazardous substances", "hazardous materials", "toxic substances", "hazardous wastes" or "solid waste" in any Environmental Law; (b) petroleum products and petroleum by-products; (c) polychlorinated biphenyls, and (d) chlorinated solvents. The term "Environmental Law" includes any federal, state, municipal or local law, statute, ordinance, regulation, order or rule, currently existing or enacted in the future, pertaining to health, industrial hygiene, environmental conditions or hazardous substances.
7. Abandonment. In the event that the Grantees discontinue their use of the roadway for twenty-four consecutive months, the easement will automatically be terminated.
8. General. This easement shall run with the land, and bind and inure to the benefit of the parties, their successors and assigns.

Dated AS INDICATED ABOVE

Approved by:

Maureen Barnes

Maureen Barnes

Troy Little

Troy Little

Cheryl Little

Cheryl Little

(ACKNOWLEDGMENT)

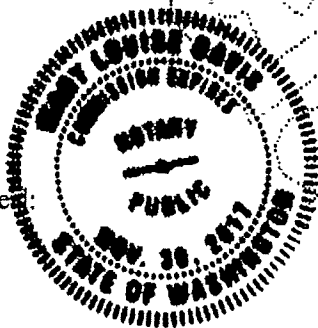
STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that **Maureen Barnes**, as the **Real Estate Services Manager of the City Light Department of the City of Seattle**, a municipal corporation, is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was duly authorized to execute this instrument and executed the forgoing instrument as his/her free and voluntary act for the uses and purposes herein mentioned.

DATED this 4th day of January, 2017.

Mary Louise Davis

Notary Seal:



Notary Public
Print name: Mary Louise Davis
Residing at: Edmonds, WA
My appointment expires: 11/30/2017

(ACKNOWLEDGMENT)

STATE OF WASHINGTON)
) ss.
COUNTY OF)

I the undersigned, a Notary Public, do hereby certify that on this 3rd day of February, 2017 personally appeared before me **Troy Little and Cheryl Little**, husband and wife, 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.

Raelynn M. Jones

Printed Name: Raelynn M. Jones
Notary Public in and for the State of Washington,
Residing at Darnagan
My commission expires 5-1-19

Notary Seal:

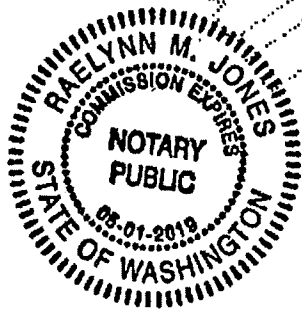


EXHIBIT A
Legal Description

Property owned by City of Seattle, acting by and through its City Light Department.

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

THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 32 NORTH, RANGE 10 EAST W.M., RECORDS OF SNOHOMISH COUNTY, WASHINGTON;

EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT THE SOUTHEAST CORNER OF THE SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8;

THENCE SOUTH $86^{\circ}44'25''$ WEST A DISTANCE OF 330.05 FEET;

THENCE NORTH $2^{\circ}17'50''$ WEST A DISTANCE OF 285.04 FEET;

THENCE NORTH $86^{\circ}44'05''$ EAST A DISTANCE OF 178.72 FEET;

THENCE SOUTH $53^{\circ}18'35''$ EAST A DISTANCE OF 194.67 FEET TO THE EAST LINE OF THE SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8;

THENCE ALONG SAID WEST LINE SOUTH OF $2^{\circ}17'50''$ EAST A DISTANCE OF 160.02 FEET TO THE POINT OF BEGINNING.

(PURSUANT TO ORDER OF SUMMARY JUDGMENT & DECREE QUIETING TITLE FILED NOVEMBER 15, 2011 UNDER SNOHOMISH COUNTY SUPERIOR COURT CAUSE NO. 09-2-02914-6).

TOGETHER WITH A PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 32 NORTH, RANGE 10 EAST W.M., RECORDS OF SNOHOMISH COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 8;

THENCE ALONG THE WEST LINE OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER NORTH $02^{\circ}17'50''$ WEST A DISTANCE OF 160.02 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID WEST LINE NORTH $02^{\circ}17'50''$ WEST A DISTANCE OF 38.60 FEET;

THENCE SOUTH $53^{\circ}18'35''$ EAST A DISTANCE OF 32.84 FEET;

THENCE SOUTH $21^{\circ}28'04''$ EAST A DISTANCE OF 93.40 FEET TO THE NORTHWESTERLY RIGHT OF WAY LINE OF CRAWFORD LOOP ROAD;

THENCE ALONG SAID RIGHT OF WAY SOUTH $36^{\circ}41'40''$ WEST A DISTANCE OF 35.31 FEET TO A POINT WHICH BEARS SOUTH $21^{\circ}28'04''$ EAST FROM THE POINT OF BEGINNING;

THENCE NORTH $21^{\circ}28'04''$ WEST A DISTANCE OF 103.47 FEET TO THE POINT OF BEGINNING.

(PURSUANT TO AGREED AMENDED JUDGMENT & DECREE QUIETING TITLE & ADJUSTING BOUNDARIES TO REAL PROPERTY FILED AUGUST 27, 2015 UNDER SNOHOMISH COUNTY SUPERIOR COURT CAUSE NO. 09-2-02914-6).

Tax Parcel Numbers: 321008-002-001-00 and 321008-001-026-00

Situs Address: Darrington, WA 98253

EXHIBIT B
Legal Description
Property of Troy and Cheryl Little

PARCEL A:

That portion of Section 8, Township 32 North, Range 10 East, W.M, Situate in the County of Snohomish, State of Washington described as follows:

Beginning at the Southeast corner of the Northeast quarter of the Northwest quarter of said Section 8;
THENCE Northerly along East line of Northeast quarter of the Northwest quarter of said Section 8 for 160 feet;
THENCE Westerly parallel to the South line of said Northeast quarter of the Northwest quarter of said Section for 255 feet;
THENCE Southerly parallel to the West line of said Northeast quarter of the Northwest quarter of said Section 8 for 160 feet;
THENCE Easterly along South line of said Northeast quarter of the Northwest quarter of said Section 8, a distance of 255 feet to the True Point of Beginning;
EXCEPT County road (Survey 1441)

PARCEL B:

Beginning at the Southeast corner of the Northeast quarter of the Northwest quarter of Section 8, Township 32 North, Range 10 East, W.M. Situate in the County of Snohomish, State of Washington;
THENCE Northerly along the East line of said Northeast quarter of the Northwest quarter of said Section 8 to the True Point of Beginning where the West side of the County road Survey 1441 intersects the East line of said Northeast quarter of the Northwest quarter of said Section 8;
THENCE Northerly along the West boundary of the County road 54 feet;
THENCE Northwesterly to a point on the East line of the Northeast quarter of the Northwest quarter of said Section 8 which is 160 feet North of the Southeast corner of the Northeast quarter of the Northwest quarter of said Section 8;
THENCE South along East line of said Northeast quarter of the Northwest quarter of Northwest quarter of said Section 8 to the True Point of Beginning.

PARCEL C:

Beginning at the Southeast corner of the Northeast quarter of the Northwest quarter of Section 8, Township 32 North, Range 10 East, W.M., Records of Snohomish County, Washington;
THENCE South $86^{\circ}44'25''$ West, a distance of 330.05 feet;
THENCE North $02^{\circ}17'50''$ West a distance of 285.04 feet;
THENCE North $86^{\circ}44'05''$ East a distance of 178.72 feet;
THENCE South $53^{\circ}18'25''$ East a distance of 194.67 feet to the East line of the said Northeast Quarter of the Northwest quarter of Section 8;
THENCE along said West line South of $02^{\circ}17'50''$ East a distance of 160.02 feet to the Point of Beginning.
Situate in the County of Snohomish, State of Washington.

EXHIBIT C

Easement - Legal Description

A portion of Snohomish County Tax Parcel 321008-001-02-600 situate in the
NW ¼ of the NE 1/4 Section 8, Township 32 North, Range 10 East, W.M.

An easement over, under and across a strip of land, 20.00 feet wide being 10.00 feet each side of the following defined Centerline being a portion of the following described parcel:

A portion of the Northwest Quarter of the Northeast Quarter of Section 8, Township 32 North, Range 10 East, W.M., Records of Snohomish County, Washington, more particularly described as follows:

Commencing at the Southwest corner of the Northwest Quarter of the Northeast Quarter of said Section 8; Thence along the west line of said Northwest Quarter of the Northeast Quarter, North 02°17'50" West, a distance of 160.02 feet to the Point of Beginning;

Thence continuing along said west line North 02°17'50" West, a distance of 38.60 feet;

Thence South 53°18'35" East, a distance of 32.84 feet;

Thence South 21°28'04" East, a distance of 93.40 feet to the northwesterly Right of Way line of Crawford Loop Road;

Thence along said Right of Way South 36°41'40" West, a distance of 35.31 feet to a point which bears South 21°28'04" East from the point of beginning;

Thence North 21°28'04" West, a distance of 103.47 feet to the Point of Beginning.

(Pursuant to Agreed Amended Judgment & Decree Quieting Title & Adjusting Boundaries to Real Property Filed August 27, 2015 under Snohomish County Superior Court Cause No. 09-2-02914-6).

Said Centerline is described as follows:

Commencing at the Southwest corner of the Northwest Quarter of the Northeast Quarter of said Section 8; Thence North 02°17'50" West, along the West line of said Northwest Quarter of the Northeast Quarter, a distance of 160.02 feet;

Thence South 21°28'04" East, along the southwesterly line of said described parcel 45.00 feet to the Beginning of said Centerline;

Thence South 88°33'17" East 32.57 feet to the northeasterly line of said described parcel and Terminus of said Centerline.

The sidelines of said strip of land are to be lengthened or shortened to begin and end on the Southwesterly and Northeasterly lines of said described parcel.

Said strip of land contains 651 Square Feet, more or less.

SUMMARY and FISCAL NOTE

Department:	Dept. Contact/Phone:	CBO Contact/Phone:
Seattle City Light	Lynn Best / 386-4586	Greg Shiring / 386-4085

1. BILL SUMMARY

1. Legislation Title:

AN ORDINANCE relating to the City Light Department; accepting statutory warranty deeds to the Shu property in King County, Washington, the Bratager, Glaser, Goelz and Abelson, Ross, Smith and Cummins, and Wejmar and Wiley properties in Skagit County, Washington, the Povlsen property in Snohomish County, Washington, and two treasurer's deeds for two Skagit County properties in Skagit County, all for salmonid habitat protection purposes; declaring certain real property rights surplus and no longer required for providing public utility service or other municipal purposes; ratifying the grants of deeds of right to the State of Washington on the Bratager, Glaser, Goelz and Abelson, and Ross properties for salmon recovery and conservation purposes; authorizing the grant of an easement for ingress and egress over the Povlsen property; placing said lands under the jurisdiction of the City Light Department; and ratifying and confirming certain prior acts.

2. Summary and background of the Legislation:

This legislation authorizes the General Manager and Chief Executive Officer to accept statutory warranty deeds and two treasurer's deeds to the aforementioned properties, grant Deeds of Right for four of those properties to the Washington State Salmon Funding Recovery Board ("SRF Board") for habitat protection purposes, and granting of an easement for ingress and egress to an adjacent landowner. All of the properties were purchased as part of Seattle City Light (City Light)'s Endangered Species Act (ESA) Early Action Program under the authority of Ordinance 121114. Both the Program and Ordinance stated criteria by which the City committed to assist in threatened species recovery and these properties meet the criteria by protecting salmonid habitat. Funding for the property acquisitions included \$365,000 in City Light funds and \$299,000 from the SRF Board. This legislation places the acquired properties under the jurisdiction of the City Light Department. The funding for these acquisitions was already budgeted and does not require a new appropriation.

2. CAPITAL IMPROVEMENT PROGRAM

a. Does this legislation create, fund, or amend a CIP Project? ☐ Yes ☒ No

3. SUMMARY OF FINANCIAL IMPLICATIONS

a. Does this legislation amend the Adopted Budget? ☐ Yes ☒ No

- b. Does the legislation have other financial impacts to the City of Seattle that are not reflected in the above, including direct or indirect, short-term or long-term costs?**
The properties will require monitoring to protect current habitat conditions. A land management plan was developed for the ESA Lands and funding has been set aside for both management and monitoring of these properties. Grant funds are pursued as needed to maintain or improve habitat conditions.
- c. Is there financial cost or other impacts of *not* implementing the legislation?**
City Light would be out of compliance with the terms of the signed grant with the Salmon Recovery Funding Board. This may ultimately result in a loss of the award for the properties and subject City Light to funding the purchase of the properties with other resources, including but not limited to ratepayer funds.

4. OTHER IMPLICATIONS

- a. Does this legislation affect any departments besides the originating department?**
No.
- b. Is a public hearing required for this legislation?**
Yes, a public hearing is held concurrent with Council hearing on the Ordinance.
- c. Does this legislation require landlords or sellers of real property to provide information regarding the property to a buyer or tenant?**
No.
- d. Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required for this legislation?**
No.
- e. Does this legislation affect a piece of property?**
Yes, see attachments listed below.
- f. Please describe any perceived implication for the principles of the Race and Social Justice Initiative. Does this legislation impact vulnerable or historically disadvantaged communities?**
N/A.
- g. If this legislation includes a new initiative or a major programmatic expansion: What are the specific long-term and measurable goal(s) of the program? How will this legislation help achieve the program's desired goal(s).**
No.

List attachments/exhibits below:

Summary Attachment A - SCL 2018 Endangered Species Act Lands Deed Acceptance Skagit
Summary Attachment B - SCL 2018 Endangered Species Act Lands Deed Acceptance Tolt

STATE OF WASHINGTON -- KING COUNTY

--SS.

370539

^{CB}
No. 119354 / ORD 125768

CITY OF SEATTLE, CLERKS OFFICE

Affidavit of Publication

The undersigned, on oath states that he is an authorized representative of The Daily Journal of Commerce, a daily newspaper, which newspaper is a legal newspaper of general circulation and it is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continuously as a daily newspaper in Seattle, King County, Washington, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication of this newspaper. The Daily Journal of Commerce was on the 12th day of June, 1941, approved as a legal newspaper by the Superior Court of King County.

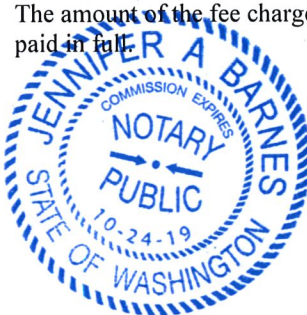
The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

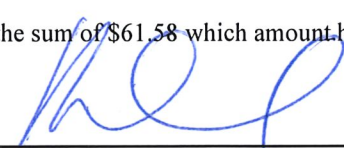
CT:TITLE ONLY ORDINANCE

was published on

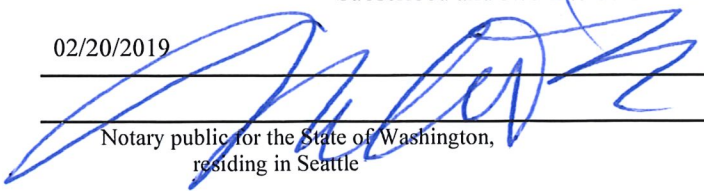
02/20/19

The amount of the fee charged for the foregoing publication is the sum of \$61.58 which amount has been paid in full.




Subscribed and sworn to before me on

02/20/2019


Notary public for the State of Washington,
residing in Seattle

Affidavit of Publication

State of Washington, King County

City of Seattle

The full text of the following legislation, passed by the City Council on January 28, 2019, and published below by title only, will be mailed upon request, or can be accessed at <http://seattle.legistar.com>. For information on upcoming meetings of the Seattle City Council, please visit <http://www.seattle.gov/council/calendar>.

Ordinance 125768

Council Bill 119354

AN ORDINANCE relating to the City Light Department; accepting statutory warranty deeds to the Shu property in King County, Washington, the Bratager, Glaser, Goelz and Abelson, Ross, Smith and Cummins, and Wejmar and Wiley properties in Skagit County, Washington, the Povlsen property in Snohomish County, Washington, and two treasurer's deeds for two Skagit County properties in Skagit County, all for salmonid habitat protection purposes; declaring certain real property rights surplus and no longer required for providing public utility service or other municipal purposes; ratifying the grants of deeds of right to the State of Washington on the Bratager, Glaser, Goelz and Abelson, and Ross properties for salmon recovery and conservation purposes; authorizing the grant of an easement for ingress and egress over the Povlsen property; placing said lands under the jurisdiction of the City Light Department; and ratifying and confirming certain prior acts.

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