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Kathy Hill, Skagit County Auditor

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P-91250  
LAND TITLE COMPANY OF SKAGIT COUNTY

# WARRANTY DEED

THIS DEED, made this 21<sup>st</sup> of December, 1999 by and between Vivian Schuldt, an unmarried individual as her separate property ("Grantor") having an address at 41519 Center Street, known as a Lot 24, Block E, Cape Horn, (Assessor's Tax Parcel No. 3868-005-024-0006) in the State of Washington and SKAGIT COUNTY ("COUNTY"), and its successors and permitted assigns ("GRANTEE").

WITNESSETH: WHEREAS, The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended ("The Stafford Act"), identified the use of disaster relief funds under Section 404 (Hazard Mitigation Grant Program, ("HMGP")), including the acquisition and relocation of flood damaged property; and

WHEREAS, Section 404 of the Stafford Act provides a process for a Community, through the State, to make application for funding to be used to acquire interests in property, including the purchase of flood damaged buildings, to demolish and remove the buildings, and convert the land use into perpetual open space; and

WHEREAS, the State of Washington Military Department, Emergency Management Division has made such application and has entered into a FEMA-State Agreement; and

WHEREAS, Skagit County, acting by and through the County Commissioners, hereinafter referred to as the County, has entered into a grant agreement dated August 27, 1997, ("Grant Agreement"), and herein incorporated by reference in which the County is authorized to acquire certain flood damaged, real property; and

WHEREAS, the terms of the Stafford Act, regulations promulgated thereunder (44 C.F.R. 206.434), and the Grant Agreement require that the Grantee agree to conditions which are intended to restrict the use of the land to open space in perpetuity, and

WHEREAS, the County has determined that it is necessary in

order to promote the public interest for the purposes provided in the Act to acquire fee simple title to this certain real property owned by the Grantor;

NOW, THEREFORE, the Grantor, for and in consideration of the sum of **THIRTY SIX THOUSAND NINE HUNDRED SEVENTY EIGHT AND NO/100 DOLLARS (\$36,978.00)**, in hand paid, does voluntarily convey and warrant unto the said Grantee the real estate ("land") described as follows in Exhibit A which is attached hereto and made a part hereof.

Grantor releases and quitclaims unto the Grantee all right, title and interest which Grantor may have in the banks, bed and waters opposite to or fronting upon said land, and in any alleys, roads, streets, ways, strips, gores and railroad rights-of-way abutting or adjoining said lands, and in any means of ingress and egress appurtenant thereto.

This conveyance is expressly subject to rights outstanding in third parties for existing easements for public roads and highways, public utilities, railroads and pipelines.

The said Grantor, covenants that the Grantor has the right to convey the said land; that the Grantor has done no act to encumber the same; that the said Grantee shall have quiet and peaceful possession of the same, free and clear from any and all encumbrances; that Grantor will warrant generally the property hereby conveyed; and that he, the said Grantor, will execute such further assurances of the said land as may be requisite and Grantor hereby releases and waives all rights under and by virtue of the Homestead Exemption Laws of the State of Washington.

The Grantee accepts this conveyance and, by causing its duly authorized representative to sign this instrument on its behalf, agrees to hold the herein described real estate subject to the terms of the Stafford Act, regulations promulgated thereunder (44 C.F.R. 206.434), as they read now or may be amended in the future, and the Grant Agreement, which documents the regulations include, among other provisions, the following conditions and restrictions:

1. The Grantee agrees that the land shall be used only for purposes compatible with open space, recreational, or wetlands management purposes;
2. The Grantee agrees that no new structures or improvements shall be erected on the premises other than a restroom or a public facility that is open on all sides and functionally related to the open space use;



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3. The Grantee acknowledges that it will not be considered for any future disaster assistance for any purpose relating to the subject land from any Federal source, and agrees not to seek same;

4. The Grantee agrees that it shall convey the property only to another public entity and only with prior approval from IEMA and the Regional Director of FEMA. Such conveyance shall be made expressly subject to the above-referenced conditions and restrictions which shall run with the property in perpetuity.

WITNESS the following signature and seal on this day and year first above written.

(Witness)

Grantor

*Vivian M. Schuldt*

ACCEPTED BY: SKAGIT COUNTY

By:

*Corey Schmidt*  
Corey Schmidt, Building Official

33543  
SKAGIT COUNTY WASHINGTON  
Real Estate Excise Tax

JAN 25 2000

STATE OF WASHINGTON

COUNTY OF SKAGIT

Amount Paid \$ 565.76  
Skagit Co. Treasurer  
By *Lp* Deputy

I, Candace M. Taylor, a Notary Public hereby certify Vivian Schuldt that personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand this 21<sup>st</sup> day of December, 1999.

My commission expires: 01/01/01

*Candace M. Taylor*  
Candace M. Taylor

STATE OF WASHINGTON  
COUNTY OF SKAGIT

On this 21<sup>st</sup> day of December, 1999, before me appeared Corey Schmidt to me personally known, who, being by me duly sworn, did say that he is the Assistant Buliding Official of Skagit County, a municipal corporation State of Washington, and that he said instrument was signed and sealed in behalf of said



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corp, by authority of the Skagit County Commissioners, and  
the said Corey Schmidt acknowledged said instrument to be the  
free act and deed as said Corey Schmidt.

IN TESTIMONY WHEREOF, I have hereunto set my hand and  
affixed my official seal at my office in the County and State  
aforesaid, the day and year first above written.

My Commission Expires: 01/01/01

(Seal)

Notary Public

Candace M. Taylor  
Candace M. Taylor

This deed was prepared at the direction of the Federal Emergency  
Management Agency, Washington, DC.



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## Exhibit A

Lot 24, Block E, "CAPE HORN ON THE SKAGIT", as per plat recorded in Volume 8 of Plats, pages 92 through 97, inclusive, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.



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