

When recorded return to:  
Seattle City Light  
Real Estate Services  
Attention: Mary Davis  
700 Fifth Avenue, Suite 3200  
Room SMT 3338  
Post Office Box 34023  
Seattle, WA 98124-9871

201309060042  
Skagit County Auditor  
9/6/2013 Page 1 of 1 \$77.00  
6 11:13AM

Recorded at the request of: Guardian Northwest Title

File Number: A106505

### BARGAIN AND SALE DEED

*A106505*  
GUARDIAN NORTHWEST TITLE CO.

**THE GRANTOR** Sierra Pacific Industries, successor by merger to Sierra Pacific Holding Company, a California corporation for and in consideration of **TEN DOLLARS (\$10.00) AND OTHER GOOD AND VALUABLE CONSIDERATION** in hand paid, bargains, sells, and conveys to **City of Seattle**, a municipal corporation, by and through its **City Light Department** the following described estate, situated in the County of Skagit, State of Washington:

The West 1/2 and the West 1/2 of the Southeast 1/4 of Section 2, Township 36 North, Range 7 East, W.M.,

EXCEPTING THEREFROM that portion of the West 1/2 of the Southwest 1/4 of Section 2, Township 36 North, Range 7 East, W.M., lying Westerly of a line drawn parallel with and 30 feet Westerly of the centerline of an existing private road known as Road 300.

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.

Tax Parcel Number(s): P51326, 360702-2-001-0004

Dated: August 29, 2013

Sierra Pacific Industries, successor by merger to  
Sierra Pacific Holding Company, a California  
corporation

*[Signature]*  
By: M. D. Emmerson, Chief Financial Officer (CFO)

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX  
2013 3638  
SEP 06 2013

Amount Paid \$ 8,709.20  
Skagit Co. Treasurer  
By *[Signature]* Deputy

### APPROVED AS TO FORM AND ACCEPTED BY PURCHASER

The undersigned Grantee/Purchaser herein, does hereby approve this Bargain and Sale Deed as to form and acknowledge and accept all of the terms, conditions and provisions contained herein.

City of Seattle  
Seattle City Light

signed in counterpart  
By: David L. Barber, Real Estate Services Manager

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Real Estate Services  
Attention: Mary Davis  
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By: M. D. Emmerson, Chief Financial Officer (CFO)

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City of Seattle  
Seattle City Light

David L. Barber  
By: David L. Barber, Real Estate Services Manager



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STATE OF California }  
COUNTY OF Shasta } SS:

I certify that I know or have satisfactory evidence that M.D. Emmerson is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it as the Chief Financial Officer of Sierra Pacific Industries, successor by merger to Sierra Pacific Holding Company, to be the free and voluntary act of such party(ies) for the uses and purposes mentioned in this instrument.

Dated: September 3, 2013

Susan E. Witherspoon



Notary Public in and for the State of California  
Residing at Redding CA  
My appointment expires: Nov. 21, 2014

STATE OF Washington }  
COUNTY OF \_\_\_\_\_ } SS:

I certify that I know or have satisfactory evidence that David L. Barber is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it as the Real Estate Services Manager of The City Light Department of the City of Seattle, to be the free and voluntary act of such party(ies) for the uses and purposes mentioned in this instrument.

Dated: \_\_\_\_\_

Notary Public in and for the State of Washington  
Residing at \_\_\_\_\_  
My appointment expires: \_\_\_\_\_

BOUNDARY ADJUSTMENT  
Reviewed and approved in accordance  
with Skagit County Code Chapter 14.18

David Barber  
Skagit Co. Planning & Dev. Services

9/5/2013  
Date



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Skagit County Auditor

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STATE OF California }  
COUNTY OF \_\_\_\_\_ } SS:

I certify that I know or have satisfactory evidence that M.D. Emmerson is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it as the Chief Financial Officer of Sierra Pacific Industries, successor by merger to Sierra Pacific Holding Company, to be the free and voluntary act of such party(ies) for the uses and purposes mentioned in this instrument.


Dated: \_\_\_\_\_

Notary Public in and for the State of California  
Residing at \_\_\_\_\_  
My appointment expires: \_\_\_\_\_

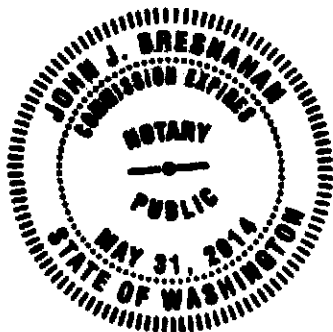
STATE OF Washington }  
COUNTY OF King } SS:

I certify that I know or have satisfactory evidence that David L. Barber is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it as the Real Estate Services Manager of The City Light Department of the City of Seattle, to be the free and voluntary act of such party(ies) for the uses and purposes mentioned in this instrument.

Dated: 8-30-13



Notary Public in and for the State of Washington  
Residing at Seattle, WA  
My appointment expires: 5-31-14



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## 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: South Fork Nooksack River

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

C. 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 South Fork Nooksack River.

### D. EASEMENT, INCLUDING TERMS AND PROVISIONS THEREOF:

Grantee: City of Seattle, a municipal corporation of the State of Washington, its successors and agents  
Dated: April 1, 1991  
Recorded: May 1, 1992  
Auditor's No. 9205010118  
Purpose: Use and maintenance of a road and/or roads for purposes of providing ingress to and egress from lands now owned or in the future acquired by grantee  
Area Affected: A 60 foot wide strip of land as described in said document

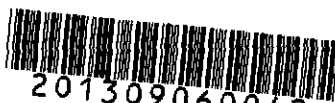
Said instrument is a re-recording of Auditor's File No. 9104090014.

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

Recorded: October 19, 1989  
Auditor's No.: 8910190002  
Regarding: Shoreline Permit No. SLDEV 89-19

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.



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

Name: Survey  
Recorded: October 31, 1988  
Auditor's No.: 8810310015

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

Name: Survey  
Recorded: December 10, 1984  
Auditor's No.: 8412100056

H. Any question that may arise as to the exact location of Road 300 and who has rights to use it, as disclosed by the legal description and the application for title insurance.



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