

AFTER RECORDING MAIL TO:

Skagit County
1800 Continental Place
Mount Vernon, WA 98273



201807130067

07/13/2018 11:58 AM Pages: 1 of 10 Fees: \$108.00
Skagit County Auditor

Filed for Record at Request of:
Land Title & Escrow of Skagit & Island County
Escrow No.: 01-166124-OE ✓

Land Title and Escrow

Statutory Warranty Deed

THE GRANTOR MARK J. HARRIS, an unmarried man for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION in hand paid, conveys and warrants to SKAGIT COUNTY, a Washington municipal corporation the following described real estate, situated in the County of Skagit, State of Washington

Abbreviated Legal: Ptn SE ¼ NW ¼, 17-35-6 E W.M>

For Full Legal See Attached Exhibit "A"

Tax Parcel Number(s): 350617-2-012-0006, P41558

Subject to all covenants, conditions, restrictions, reservations, agreements and easements of record including, but not limited to, those shown on Schedule "B-1" of Land Title and Escrow Company's Preliminary No. 01-166124-OE.

Also subject to The Robert T. Stafford Disaster Relief And Emergency Assistance Act – See Exhibit A

Dated July 10, 2018

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

20183061
JUL 13 2018

Amount Paid \$ 7481.00
Skagit Co. Treasurer
By *BL* Deputy

LPB 10-05(i-1)
Page 1 of 3

Mark J. Harris
Mark J. Harris

STATE OF Washington }
COUNTY OF Skagit } SS:

I certify that I know or have satisfactory evidence that Mark J. Harris 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: July 13, 2018

Karen Ashley
Karen Ashley
Notary Public in and for the State of Washington
Residing at Sedro-Woolley
My appointment expires: 9/11/2018



EXHIBIT A

The West 780 feet of the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$, lying South of railway in Section 17, Township 35 North, Range 6 East, W.M.,

EXCEPTING the following described portion:

Beginning at a point where the line between the East $\frac{1}{2}$ and the West $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of said Section 17 intersects the South line of the Seattle and Northern Railway right of way;
thence running Easterly along the South line of said railway 255 feet;
thence South to the North edge of the Skagit River;
thence Westerly along the North edge of the Skagit River to a point which is due South of the said point of beginning;
thence North to the said point of beginning.

AND ALSO EXCEPT the following described parcel:

That portion of the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 17, Township 35 North, Range 6 East, W.M., lying South of the abandoned Great Northern Railway right of way (formerly the Seattle & Northern Railway, described as follows:

Beginning at a point where the line between the East $\frac{1}{2}$ and the West $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of said Section 17 intersects the South line of the said Great Northern Railway right of way;
thence running Easterly along the South line of the said railway right of way a distance of 255 feet to the Northeast corner of that parcel described in Quit Claim Deed conveyed to Susan Hagen under Auditor's File No. 200403180013 and the point of beginning of this description;
thence continuing Easterly along the South line of the said railway right of way a distance of 55 feet;
thence South parallel with the West line of the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of said Section 17, to the North line of Government Lot 3 in said Section 17;
thence West along the North line of the said Government Lot 3 to the Southeast corner of the said Hagen parcel;
thence North to the point of beginning of this description.

Situate in the County of Skagit, State of Washington.

Exhibit A

In reference to the property ("Property") conveyed by the Statutory Warranty Deed ("Deed") between Mark J. Harris, as his separate property, participating in the federally-assisted acquisition project ("the Grantor") and Skagit County, ("the Grantee"), its successors and assigns:

WHEREAS, The Robert T. Stafford Disaster Relief and Emergency Assistance Act, ("The Stafford Act"), 42 U.S.C. § 5121 et seq., identifies the use of disaster relief funds under § 5170c, Hazard Mitigation Grant Program, including the acquisition and relocation of structures in the floodplain;

WHEREAS, the mitigation grant program provides a process for a local government, through the State, to apply for federal funds for mitigation assistance to acquire interests in property, including the purchase of structures in the floodplain, to demolish and/or remove the structures, and to maintain the use of the Property as open space in perpetuity;

WHEREAS, the Property is located in Skagit County, and Skagit County participates in the National Flood Insurance Program and is in good standing with NFIP as of the date of the Deed;

WHEREAS, Skagit County, acting by and through the Board of County Commissioners, has applied for and been awarded federal funds pursuant to an agreement (Skagit County Contract # C20180194) with the Washington State Military Department dated March 21, 2018 ("State-Local Agreement"), and herein incorporated by reference, making it a mitigation grant program subgrantee;

WHEREAS, the terms of the mitigation grant program statutory authorities, Federal program requirements consistent with 44 C.F.R. Part 80, the Grant Agreement, and the State-local Agreement require that the Grantee agree to conditions that restrict the use of the land to open space in perpetuity in order to protect and preserve natural floodplain values;

NOW, THEREFORE, the grant is made subject to the following terms and conditions:

1. Terms. Pursuant to the terms of the Hazard Mitigation Grant Program statutory authorities, Federal program requirements consistent with 44 C.F.R. Part 80, the Grant Agreement, and the State-local Agreement, the following conditions and restrictions shall apply in perpetuity to the Property described in the attached deed and acquired by the Grantee pursuant to FEMA program requirements concerning the acquisition of property for open space:

a. Compatible uses. The Property shall be dedicated and maintained in perpetuity as open space for the conservation of natural floodplain functions. Such uses may include: parks for outdoor recreational activities; wetlands management; nature reserves; cultivation; grazing; camping (except where adequate warning time is not available to allow evacuation); unimproved, unpaved parking lots; buffer zones; and other uses consistent with FEMA guidance for open space acquisition, Hazard Mitigation Assistance, Requirements for Property Acquisition and Relocation for Open Space.

- b. Structures. No new structures or improvements shall be erected on the Property other than:
- i. A public facility that is open on all sides and functionally related to a designated open space or recreational use;
 - ii. A public rest room; or
 - iii. A structure that is compatible with open space and conserves the natural function of the floodplain, including the uses described in Paragraph 1.a., above, and approved by the FEMA Administrator in writing before construction of the structure begins.

Any improvements on the Property shall be in accordance with proper floodplain management policies and practices. Structures built on the Property according to paragraph b. of this section shall be floodproofed or elevated to at least the base flood level plus 1 foot of freeboard, or greater, if required by FEMA, or if required by any State, Tribal, or local ordinance, and in accordance with criteria established by the FEMA Administrator.

c. Disaster Assistance and Flood Insurance. No Federal entity or source may provide disaster assistance for any purpose with respect to the Property, nor may any application for such assistance be made to any Federal entity or source. The Property is not eligible for coverage under the NFIP for damage to structures on the property occurring after the date of the property settlement, except for pre-existing structures being relocated off the property as a result of the project.

d. Transfer. The Grantee, including successors in interest, shall convey any interest in the Property only if the FEMA Regional Administrator, through the State, gives prior written approval of the transferee in accordance with this paragraph.

- i. The request by the Grantee, through the State, to the FEMA Regional Administrator must include a signed statement from the proposed transferee that it acknowledges and agrees to be bound by the terms of this section, and documentation of its status as a qualified conservation organization if applicable.
- ii. The Grantee may convey a property interest only to a public entity or to a qualified conservation organization. However, the Grantee may convey an easement or lease to a private individual or entity for purposes compatible with the uses described in paragraph (a), of this section, with the prior approval of the FEMA Regional Administrator, and so long as the conveyance does not include authority to control and enforce the terms and conditions of this section.
- iii. If title to the Property is transferred to a public entity other than one with a conservation mission, it must be conveyed subject to a conservation easement that shall be recorded with the deed and shall incorporate all terms and conditions set forth in this section, including the easement holder's responsibility to enforce the easement.

This shall be accomplished by one of the following means:

- a) The Grantee shall convey, in accordance with this paragraph, a conservation easement to an entity other than the title holder, which shall be recorded with the deed, or
 - b) At the time of title transfer, the Grantee shall retain such conservation easement, and record it with the deed.
 - iv. Conveyance of any property interest must reference and incorporate the original deed restrictions providing notice of the conditions in this section and must incorporate a provision for the property interest to revert to the State, Tribe, or local government in the event that the transferee ceases to exist or loses its eligible status under this section.
2. Inspection. FEMA, its representatives and assigns including the state or tribe shall have the right to enter upon the Property, at reasonable times and with reasonable notice, for the purpose of inspecting the Property to ensure compliance with the terms of this part, the Property conveyance and of the grant award.
 3. Monitoring and Reporting. Every three years on March 21, the Grantee (mitigation grant program subgrantee), in coordination with any current successor in interest, shall submit through the State to the FEMA Regional Administrator a report certifying that the Grantee has inspected the Property within the month preceding the report, and that the Property continues to be maintained consistent with the provisions of 44 C.F.R. Part 80, the property conveyance, and the grant award.
 4. Enforcement. The Grantee (mitigation grant program subgrantee), the State, FEMA, and their respective representatives, successors and assigns, are responsible for taking measures to bring the Property back into compliance if the Property is not maintained according to the terms of 44 C.F.R. Part 80, the property conveyance, and the grant award. The relative rights and responsibilities of FEMA, the State, the Grantee, and subsequent holders of the property interest at the time of enforcement, shall include the following:
 - a. The State will notify the Grantee and any current holder of the property interest in writing and advise them that they have 60 days to correct the violation.
 - i. If the Grantee or any current holder of the property interest fails to demonstrate a good faith effort to come into compliance with the terms of the grant within the 60-day period, the State shall enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to bringing an action at law or in equity in a court of competent jurisdiction.
 - ii. FEMA, its representatives, and assignees may enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to 1 or more of the following:
 - a) Withholding FEMA mitigation awards or assistance from the State or Tribe, and Grantee; and current holder of the property interest.

b) Requiring transfer of title. The Grantee or the current holder of the property interest shall bear the costs of bringing the Property back into compliance with the terms of the grant; or

c) Bringing an action at law or in equity in a court of competent jurisdiction against any or all of the following parties: the State, the Tribe, the local community, and their respective successors.

5. Amendment. This agreement may be amended upon signatures of FEMA, the state, and the Grantee only to the extent that such amendment does not affect the fundamental and statutory purposes underlying the agreement.

6. Severability. Should any provision of this grant or the application thereof to any person or circumstance be found to be invalid or unenforceable, the rest and remainder of the provisions of this grant and their application shall not be affected and shall remain valid and enforceable.

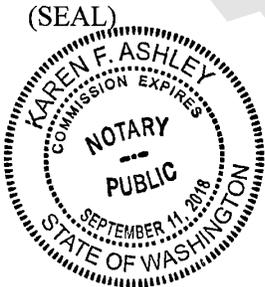
GRANTOR: Mark J. Harris, as his separate property

By: *Mark J. Harris* Name: Mark J. Harris Date 7/13/18

STATE OF WASHINGTON }
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that Mark J. Harris, as his separate property, is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he executed the forgoing instrument as his free and voluntary act for the uses and purposes herein mentioned.

DATED this 13th day of July, 2018.



Karen Ashley

Notary Public
Print name: Karen Ashley
Residing at: Sealno Woolley
My appointment expire: 9-11-2018

GRANTEE:
DATED this 12 day of July, 2018.

**BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON**

Kenneth A. Dahlstedt, Chair

Lisa Janicki, Commissioner

Ron Wesen, Commissioner

Attest:

Clerk of the Board

Authorization per Resolution R20050224:

County Administrator

Recommended:

Department Head

Approved as to form:

Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Risk Manager (7-12-18)

Approved as to budget:

Budget & Finance Director

STATE OF WASHINGTON }
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that Tim Holloran is the person who appeared before me, and said person acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the County Administrator of Skagit County, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

DATED this 12 day of July, 2018.

(SEAL)



Amber Erps
Notary Public
Print name: Amber Erps
Residing at: Mount Vernon WA
My appointment expires: 01-23-2021

UNOFFICIAL DRAFT DOCUMENT