

**RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:**

Port of Skagit County  
15400 Airport Drive  
Burlington, WA 98233

Real Estate Excise Tax  
Exempt  
Skagit County Treasurer

(Space above this line is for Recorder's use) By Heather Beauvais

Affidavit No. 2020-4251

Date 10/15/2020

**BARGAIN AND SALE DEED****GNW 20-6659**

The information contained in this boxed section is for recording purposes only pursuant to RCW 36.18 and RCW 65.04, is not to be relied upon for any other purpose, and shall not affect the intent of or any warranty contained in the document itself.

**Grantor:** STATE OF WASHINGTON, Department of Enterprise Services

**Grantee:** PORT OF SKAGIT COUNTY, a Washington public port district

**Reference Number(s) of Documents Assigned or Released:** N/A

**Abbreviated Legal Description:** Portion of the NE ¼ of the NE ¼ of Section 18, Township 35N, Range 5E, W.M.

**Complete or Additional Legal Description on Exhibit No. A of Document.**

**Assessor's Parcel Number(s):** P39356

FOR VALUABLE consideration, none of which includes the payment of money by Grantee to Grantor receipt of which is hereby acknowledged, GRANTOR, STATE OF WASHINGTON, Department of Enterprise Services formerly known as the Department of General Administration, hereby bargains, sells, and conveys to GRANTEE, PORT OF SKAGIT COUNTY, a Washington public port district, the real property ("Property") located in the County of Skagit, State of Washington, more particularly described in Exhibit A, attached hereto,

SUBJECT TO the following covenants and exceptions:

As required by Section 6006, Chapter 35, Laws of 2016, 2016 First Special Session (ESHB 2380), neither Grantee nor its successors shall convey or otherwise transfer fee title to the Property to a non-governmental entity or a private person. This covenant shall run with the Property to all heirs, successors, and assigns of Grantor and Grantee. Should the Grantee convey or otherwise transfer fee title to the Property to a governmental entity, the real property transfer agreement between Grantee and that governmental entity shall include a substantially similar restrictive covenant. Any modification to this Covenant requires authorization by the Washington Legislature. Grantee and its heirs and assigns hereby waive any right to challenge or oppose the legal enforceability of this Covenant on such ground that existed at the time this Covenant was originally made;

Should the United States Government offer to purchase the "Leased Premises," as that term is defined in that certain U.S. Government Lease for Real Property dated September 4, 2009 and as memorialized in the Memorandum of Lease recorded September 23, 2009 under Skagit County Auditor's file number 200909230015 ("DOL Lease"), by exercising the "Government's Option to Purchase the Leased Premises" described in Section 44 of the DOL Lease, Grantee herein shall submit the U.S. Government's offer to the Washington Legislature for approval as required by said section 44 and Grantee herein shall otherwise comply with the provisions of said Section 44; and

Grantor covenants with Grantee that it will forever warrant and defend said title to said Property against all lawful claims and encumbrances done or suffered by Grantor, but against none other, subject to the permitted exceptions set forth in **Exhibit B** attached hereto.

References herein to Grantor and Grantee shall include each party's respective assigns and successors.

TO HAVE AND TO HOLD the same unto the said Grantee and, subject to the covenants herein stated, unto its successors and assigns forever, with all appurtenances thereunto belonging.

Dated this 15<sup>th</sup> day of October, 2020

GRANTOR:

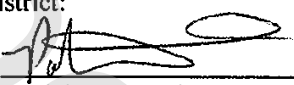
STATE OF WASHINGTON, Department of  
Enterprise Services

By:   
Chris Liu, Director

Date: 10/15/20

GRANTEE:

PORT OF SKAGIT, a Washington public  
port district:

By:   
Patricia H. Botsford-Martin,  
Executive Director

Date: 10/14/20

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Assistant Attorney General  
Name: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Bradford E. Furlong, WSBA #12924  
Attorney for Port

Date: \_\_\_\_\_

DEED - STATE OF WASHINGTON TO PORT OF SKAGIT COUNTY

Page 2

Should the United States Government offer to purchase the "Leased Premises," as that term is defined in that certain U.S. Government Lease for Real Property dated September 4, 2009 and as memorialized in the Memorandum of Lease recorded September 23, 2009 under Skagit County Auditor's file number 200909230015 ("DOL Lease"), by exercising the "Government's Option to Purchase the Leased Premises" described in Section 44 of the DOL Lease, Grantee herein shall submit the U.S. Government's offer to the Washington Legislature for approval as required by said section 44 and Grantee herein shall otherwise comply with the provisions of said Section 44; and

Grantor covenants with Grantee that it will forever warrant and defend said title to said Property against all lawful claims and encumbrances done or suffered by Grantor, but against none other, subject to the permitted exceptions set forth in Exhibit B attached hereto.

References herein to Grantor and Grantee shall include each party's respective assigns and successors.

TO HAVE AND TO HOLD the same unto the said Grantee and, subject to the covenants herein stated, unto its successors and assigns forever, with all appurtenances thereunto belonging.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2020

GRANTOR:

STATE OF WASHINGTON, Department of  
Enterprise Services

By: \_\_\_\_\_  
Chris Liu, Director

Date: \_\_\_\_\_

GRANTEE:

PORT OF SKAGIT, a Washington public  
port district:

By: \_\_\_\_\_  
Patricia H. Botsford-Martin,  
Executive Director

Date: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Assistant Attorney General  
Name: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

By: BE Furlong  
Bradford E. Furlong, WSBA #12924  
Attorney for Port

Date: September 28, 2020

DEED - STATE OF WASHINGTON TO PORT OF SKAGIT COUNTY

Page 2

Should the United States Government offer to purchase the "Leased Premises," as that term is defined in that certain U.S. Government Lease for Real Property dated September 4, 2009 and as memorialized in the Memorandum of Lease recorded September 23, 2009 under Skagit County Auditor's file number 200909230015 ("DOL Lease"), by exercising the "Government's Option to Purchase the Leased Premises" described in Section 44 of the DOL Lease, Grantee herein shall submit the U.S. Government's offer to the Washington Legislature for approval as required by said section 44 and Grantee herein shall otherwise comply with the provisions of said Section 44; and

Grantor covenants with Grantee that it will forever warrant and defend said title to said Property against all lawful claims and encumbrances done or suffered by Grantor, but against none other, subject to the permitted exceptions set forth in **Exhibit B** attached hereto.

References herein to Grantor and Grantee shall include each party's respective assigns and successors.

TO HAVE AND TO HOLD the same unto the said Grantee and, subject to the covenants herein stated, unto its successors and assigns forever, with all appurtenances thereunto belonging.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2020

GRANTOR:

STATE OF WASHINGTON, Department of  
Enterprise Services

By: \_\_\_\_\_  
Chris Liu, Director

Date: \_\_\_\_\_

GRANTEE:

PORT OF SKAGIT, a Washington public  
port district:

By: \_\_\_\_\_  
Patricia H. Botsford-Martin,  
Executive Director

Date: \_\_\_\_\_

APPROVED AS TO FORM:

By: David B. Merchant  
Assistant Attorney General  
Name: DAVID B. MERCHANT

Date: 9/24/2020

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Bradford E. Furlong, WSBA #12924  
Attorney for Port

Date: \_\_\_\_\_

DEED - STATE OF WASHINGTON TO PORT OF SKAGIT COUNTY

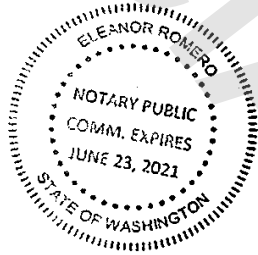
Page 2

## ACKNOWLEDGMENTS

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SKAGIT )

On this 15<sup>th</sup> day of October, 2020 before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Chris Liu, the Director of STATE OF WASHINGTON, Department of Enterprise Services that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of the State of Washington, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument on behalf of the State of Washington.

Witness my hand and official seal hereto affixed the say and year first above written.



Eleanor Romero  
Printed Name: Eleanor Romero  
Notary Public in and for the State of Washington  
Residing at Skagit County  
My Commission Expires: 6/23/2021

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SKAGIT )

On this 14<sup>th</sup> day of October, 2020 before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Patricia H. Botsford-Martin, the Executive Director of the Port of Skagit County, a Washington public port district, that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of the Port, for the uses and purposes therein mentioned, and on oath stated that she is authorized to execute the said instrument on behalf of the Port.

Witness my hand and official seal hereto affixed the day and year first above written.



Printed Name: Katie E. Hickok  
Notary Public in and for the State of Washington  
Residing at Wetum  
My Commission Expires: 1-7-23

**EXHIBIT A**  
**Legal Description**

**PARCEL 39356:**

The Land referred to herein below is situated in the County of Skagit, State of Washington, and is described as follows:

That portion of the Northeast 1/4 of the Northeast 1/4 of Section 18, Township 35 North, Range 5 East, W.M. described as follows:

Commencing at the Southeast corner of the Northeast quarter of the Northeast quarter of Section 18;

thence South 88 degrees 18'58" West along the South line thereof, a distance of 296.00 feet to the South line of said Campus Site;

thence continuing South 88 degrees 18'58" West along the South line of said Campus Site, a distance of 300.68 feet to the point of beginning of this description;

thence continuing South 88 degrees 18'58" West along the South line of said Campus Site, a distance of 145.00 feet; thence North, a distance of 559.40 feet;

thence North 30 degrees 12'04" East, a distance of 80.53 feet;

thence North, a distance of 90.40 feet;

thence North 31 degrees 57'37" West, a distance of 123.76 feet;

thence North, a distance of 220.38 feet;

thence South 72 degrees 25'14" East, a distance of 495.12 feet;

thence South 25 degrees 26'28" West, a distance of 155.97 feet;

thence South 60 degrees 38'32" West, a distance of 91.79 feet;

thence South 24 degrees 13'40" West, a distance of 109.66 feet;

thence South, a distance of 210.00 feet;

thence South 35 degrees 23'03" East, a distance of 248.51 feet;

thence South 52 degrees 49'58" West, a distance of 318.70 feet to the point of beginning of this description.

TOGETHER WITH an easement, per the terms of Lease recorded as Auditor's File No. 9501190013, for ingress, egress and utilities over, under and through a strip of land 60 feet (wide) lying West of the above described parcel, East of the East line of the Fruitdale Road, and lying adjacent to, contiguous with and North of, the South line of the Northeast quarter of the Northeast quarter of Section 18, Township 35 North, Range 5 East, W.M.

**EXHIBIT B**

20-6659-KH

**1. RESERVATIONS, PROVISIONS AND/OR EXCEPTIONS:**

Executed by: The Wolverine Company, a Washington  
 corporation  
 Regarding: Minerals and Mineral Oils, etc.  
 Volume/Page: 62-222, 72-533, 76-27, 68-507, 76-27, 74-248,  
 63-449 and 83-162

2. Any and all offers of dedications, conditions, restrictions, easements, fence line/boundary discrepancies and encroachments, notes, provisions and/or any other matters as disclosed and/or delineated on the face of the following plat/short plat/survey named Survey recorded November 13, 1990 as Auditor's File No. 9011130061.

3. Lot certification, including the terms and conditions thereof, recorded December 13, 2011 as Auditor's File No. 201112130047. Reference to the record being made for full particulars. The company makes no determination as to its affects.

4. Easement, including terms and provisions thereof affecting a portion of subject property for the purpose of Water lines and related facilities, in favor of Public Utility District No.1, recorded February 5, 2002 as Auditor's File No. 200202050116.

5. Easement, affecting a portion of subject property for the purpose of Slope and Drainage including terms and provisions thereof granted to City of Sedro-Woolley recorded 04/30/2018 as Auditor's File No. 201804300227.

6. Easement, affecting a portion of subject property for the purpose of communication cables and/or related facilities including terms and provisions thereof granted to WDH Black Rock, LLC recorded 02/21/2014 as Auditor's File No. 201402210128

7. Any and all offers of dedications, conditions, restrictions, easements, fence line/boundary discrepancies and encroachments, notes, provisions and/or any other matters as disclosed and/or delineated on the face of the following plat/short plat/survey named Master Binding Site Plan recorded 09/05/2018 as Auditor's File No. 201809050072.

8. Liability to assessment for general taxes, said property being carried on the general tax rolls as exempt.

Tax Account No. P39356/350518-1-001-0001

9. Municipal assessments, if any, levied by the City of Sedro Woolley. This Company suggests that inquiry be made to the City of Sedro Woolley for current assessment status.

As a courtesy we believe that the fax number for this City is:

Sedro Woolley (360) 855-0707

deleted

10. Lease, and the terms and provisions thereof by State of Washington Department of Enterprise Services and between Port of Skagit County for a term of 01/01/2016 to 12/31/2076 dated 12/8/2015 recorded 2/23/2016 as Auditor's File No. 201602230017.

(Includes other property)

Said Lease appears to be a rerecording of Auditor's File No. 2016022230007 which was recorded without a legal



description.

11. Lease, and the terms and provisions thereof by State of Washington Department of General Administration and between Washington Military Department for a term of 07/01/1994 to 06/30/2044 dated xxx recorded 01/19/1995 as Auditor's File No. 9501190013.

Access is limited to the terms of this Lease document.

12. Agreement, affecting subject property, regarding Agreement to Transfer Real Property and the terms and provisions thereof between State of Washington Department of Enterprise Services and Pot of Skagit County, recorded 01/13/2017 as Auditor's File No. 201701130103..

13. Unrecorded leaseholds, if any, rights of vendors and chattel mortgagees of personal property, and rights of tenants to remove trade fixtures at the expiration of term.

14. Rights of lessees or recorded leases whose original terms may have expired but which terms were later extended without recorded notice.

15.