

AFTER RECORDING MAIL TO:

Skagit County
1800 Continental Place
Mt Vernon, WA 98273

Filed for Record at Request of:

Land Title & Escrow of Skagit & Island County
Escrow No.: 01-183695-OE

Statutory Warranty Deed

THE GRANTOR GLORIA D. ESTES and MICHAEL ESTES, each as their separate property, as tenants in common 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 1/4 NW 1/4 Sec 17-35N-R6 E W.M.

For Full Legal See Attached Exhibit "A"

Tax Parcel Number(s): **350617-0-169-0001, P41517**

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 Company's Preliminary Commitment No. 01-183695-OE.

Dated January 13, 2022

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

Affidavit No. 2022-413

Feb 04 2022

Amount Paid \$5605.00
Skagit County Treasurer
By Lena Thompson Deputy

(Attached to Statutory Warranty Deed)

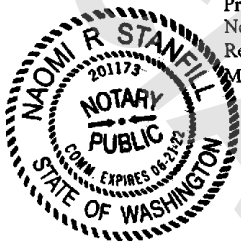
[Signature]
Michael Estes

[Signature]
Gloria D. Estes

STATE OF Washington }
COUNTY OF Skagit } SS:

I certify that I know or have satisfactory evidence that Michael Estes and Gloria D. Estes is/are the person(s) who appeared before me, and said person(s) acknowledged that they signed this instrument and acknowledge it to be their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: 2-2-2022



[Signature]
Printed Name: Naomi R. Stanfill
Notary Public in and for the State of Washington
Residing at Sedro Woolley, WA
My appointment expires: 02-21-22

LFB

EXHIBIT A

PARCEL "A":

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. described as follows:

Begin at a point on the South line of Second Street as established in the Town of Lyman, 240 feet West of the West line of Dyer Street, extended South;
thence West 222 feet;
thence South to the bank of the Skagit River;
thence Easterly along the bank of the river to a point South of the point of Beginning;
EXCEPT any portion thereof lying West of a line that is parallel with and 780 feet East of the West line of said Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$.

EXCEPT the West 120 feet of the above-described parcel.

Situate in the County of Skagit, State of Washington.

PARCEL "B":

The West 120 feet of the following described property:

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. described as follows:

Begin at a point on the South line of Second Street established in the Town of Lyman, 240 feet West of the West line of Dyer Street extended South;
thence West 222 feet;
thence South to the bank of the Skagit River;
thence Easterly along the bank of the river to a point South of the Point of Beginning;
EXCEPT any portion thereof lying West of a line that is parallel with and 780 feet East of the West line of said Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$.

Situate in the County of Skagit, State of Washington.

Exhibit B

In reference to the property ("Property") conveyed by the Statutory Warranty Deed ("Deed") between Gloria D. Estes and Michael Estes, each as their separate property, as tenants in common, 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 # C20210529) with the Washington State Military Department dated July 15, 2021 ("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.

GRANTEE:
DATED this 2 day of February, 2022.

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

Peter Browning, Chair

Ron Wesen, Commissioner

Lisa Janicki, Commissioner

Attest:

Clerk of the Board

R20160001 &

Authorization per Resolution R20050224:

Lisha Jagne
County Administrator

Recommended:

[Signature]
Department Head

Approved as to form:

[Signature] 2/2/22
Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Bonnie Beddall
Risk Manager

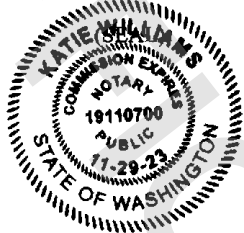
Approved as to budget:

Lisha Jagne
Budget & Finance Director

STATE OF WASHINGTON }
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that Trisha Logue 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 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 2 day of February, 2022.



Katie Williams
Notary Public
Print name: Katie Williams
Residing at: Skagit County
My appointment expires: 11-29-2023