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KATHY HILL
SKAGIT COUNTY AUDITOR

AFTER RECORDING, PLEASE MAIL TO:

Amy Smith
USDA Natural Resources Conservation Service
Rock Pointe Tower II, Suite 450
316 W. Boone Avenue
Spokane, WA 99201-2348

9809160069

98 SEP 16 AM 11:32

RECORDED _____ FILED _____
REQUEST OF _____

DOCUMENT TITLE: Warranty Easement Deed

Island Title SB-11062 ✓
Escrow BE-2319

GRANTOR:

Keith E. and Lydia M. Bridge
1942 Swan Drive
Mt. Vernon, WA 98273

GRANTEE:

Natural Resources Conservation Service
Attn: Ralph Scott, Contract Specialist
Rock Pointe Tower II, Suite 450
316 W. Boone Avenue
Spokane, WA 99201-2348

25544
SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax
PAID

SEP 16 1998

Amount Paid \$ 52960
Skagit County Treasurer
By: Deputy

ABBREVIATED LEGAL DESCRIPTION AS FOLLOWS:

Portions of Section 10 located in Township 34 North, Range 4 East, W.M.

Complete legal description is on pages 1-2 of 6 of the Warranty Easement Deed.

ASSESSOR'S PROPERTY TAX PARCEL OF ACCOUNT NUMBER:

340410-2-010-0305 P24476, 340410-1-005-0007 P24440

REFERENCE NUMBERS OF DOCUMENTS ASSIGNED OR RELEASED: N/A

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BK1870PG0229

U.S. DEPARTMENT OF AGRICULTURE
COMMODITY CREDIT CORPORATION

CCC - 1255
10 - 96
OMB No. 0578-0013

WARRANTY EASEMENT DEED

WETLANDS RESERVE PROGRAM
AGREEMENT NO. 05-0548-7-20

THIS WARRANTY EASEMENT DEED is made by and between Keith E. Bridge and Lydia M. Bridge, Husband and Wife, of 1942 Swan Drive, Mt. Vernon, Washington 98273 (hereafter referred to as the "Landowner"), Grantor(s), and the **UNITED STATES OF AMERICA**, by and through the Commodity Credit Corporation (hereafter referred to as the "United States"), Grantee. The Landowner and the United States are jointly referred to as the "Parties".

Witnesseth:

Purposes and Intent. The purpose of this easement is to restore, protect, manage, maintain, and enhance the functional values of wetlands and other lands, and for the conservation of natural values including fish and wildlife habitat, water quality improvement, flood water retention, groundwater recharge, open space, aesthetic values, and environmental education. It is the intent of CCC to give the Landowner the opportunity to participate in the restoration and management activities on the easement area.

Authority. This easement deed acquisition is authorized by Title XII of the Food Security Act of 1985, as amended (16 U.S.C. §3837), for the Wetlands Reserve Program.

NOW THEREFORE, for and in consideration of the sum of THIRTY-FOUR THOUSAND, SIX HUNDRED AND FOURTEEN DOLLARS (\$34,614), the Grantor(s), hereby grants and conveys with general warranty of title to the UNITED STATES OF AMERICA and its assigns, the Grantee, forever, all rights, title and interest in the lands comprising the easement area described in Part I and appurtenant rights of access to the easement area, but reserving to the Landowner only those rights, title, and interest expressly enumerated in Part II. It is the intention of the Landowner to convey and relinquish any and all other property rights not so reserved. This easement shall constitute a servitude upon the land so encumbered; shall run with the land in perpetuity; and shall bind the Landowner, (the Grantor(s)), their heirs, successors, assigns, lessees, and any other person claiming under them.

Subject, however, to valid rights of record, if any.

PART I. Description of the Easement Area. The lands encumbered by this easement deed, referred to hereafter as the easement area, are described below:

A Wetlands Reserve Program (WRP) Conservation Easement over, under, and across a portion of land in Section 10, T.34N., R.4E., W.M., Skagit County, Washington, as being more particularly described as follows—Commencing at the Southwest corner of the Northwest 1/4 (West 1/4 corner) of said section 10, T.34N., R.4E., W.M.; thence South 88°54'25" East 2674.86 feet along the East-West centerline of said Section 10 to the Southeast corner of said Northwest 1/4 (center of section); thence North 88°54'25" West 495.12 feet along the aforementioned East-West centerline to the Southwest corner of the East 1/4 of said Northwest 1/4 of said Section 10; thence North 0°10'00" West 97.27 feet along the West line of said East 1/4 to a capped rebar inscribed Lisser 22930 and being the TRUE POINT OF BEGINNING; thence continue North 0°10'00" West 898.84 feet

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along said West line to a capped rebar inscribed Lisser 22960; thence South 86°30'06" East 409.54 feet to a capped rebar inscribed Lisser 22960; thence South 67°46'16" East 615.58 feet to a capped rebar inscribed Lisser 22960; thence South 8°43'55" West 702.36 feet to the intersection with an East-West fence line at a point bearing South 86°29'41" East from the TRUE POINT OF BEGINNING; thence North 86°29'41" West 870.99 feet along said East-West fence line to the TRUE POINT OF BEGINNING. Situate in the County of Skagit, State of Washington.

TOGETHER with a right of access for ingress and egress to the easement area across adjacent or other properties of the Landowner. Such a right-of-way for access purposes is described as follows: A 30.00 foot wide easement for ingress, egress, and utilities over, under, and across a portion of the Northeast 1/4 of Section 10, T.34N., R.4E., W.M., being more particularly described as follows--The West 30.00 feet of the Northeast 1/4 of said Section 10, lying Southerly of the South right of way margin of that certain county road known as Swan Road. EXCEPT any portion thereof lying within the following described Tract--Commencing at the Southwest Corner of the Northwest 1/4 (West 1/4 corner) of said Section 10, T.34N., R.4E., W.M.; thence South 88°54'25" East 2674.86 feet along the East-West centerline of said Section 10 to the Southeast corner of said Northwest 1/4 (center of section) and the TRUE POINT OF BEGINNING; thence North 88°54'25" west 495.12 feet along the aforementioned East-West centerline to the Southwest corner of the East 495.00 feet of the Southeast 1/4 of said Northwest 1/4 of Section 10; thence North 0°10'00" West 996.11 feet along the West line of said East 495.00 feet to a capped rebar inscribed Lisser 22960; thence South 86°30'06" East 409.54 feet to a capped rebar inscribed Lisser 22960; thence South 67°46'16" East 615.58 feet to a capped rebar inscribed Lisser 22960; thence South 8°43'55" West 763.49 feet to the aforementioned East-West centerline of said Section 10 at a point bearing South 88°54'25" East from the TRUE POINT OF BEGINNING; thence North 88°54'25" West 384.83 feet along said East-West centerline to the TRUE POINT OF BEGINNING. Situate in the County of Skagit, State of Washington.

(A survey of the easement area and associated access easement has been recorded. See Auditor's File No. 9806150045, recorded June 15, 1998, in Volume 20 of Surveys on pages 139-140.)

PART II. Reservations in the Landowner on the Easement Area. Subject to the rights, title, and interest conveyed by this easement deed to the United States, the Landowner reserves:

- A. **Title.** Record title, along with the Landowner's right to convey, transfer, and otherwise alienate title to these reserved rights.
- B. **Quiet Enjoyment.** The right of quiet enjoyment of the rights reserved on the easement area.
- C. **Control of Access.** The right to prevent trespass and control access by the general public.
- D. **Recreational Uses.** The right to undeveloped recreational uses, including hunting and fishing, and including leasing of such rights for economic gain, pursuant to applicable State and Federal regulations that may be in effect at the time.
- E. **Subsurface Resources.** The right to oil, gas, minerals, and geothermal resources underlying the easement area, provided that any drilling or mining activities are to be located outside the boundaries of the easement area.

PART III. Obligations of the Landowner. The Landowner shall comply with all terms and conditions of this easement, including the following:

A. **Prohibitions.** Unless authorized as a compatible use under Part IV, it is expressly understood that the rights to the following activities and uses have been acquired by the United States and are prohibited of the Landowner on the easement area:

1. haying, mowing, or seed harvesting for any reason;
2. altering of grassland, woodland, wildlife habitat or other natural features by burning, digging, plowing, disking, cutting or otherwise destroying the vegetative cover;
3. dumping refuse, wastes, sewage, or other debris;
4. harvesting wood products;
5. draining, dredging, channeling, filling, leveling, pumping, diking, impounding, or related activities, as well as altering or tampering with water control structures or devices;
6. diverting or causing or permitting the diversion of surface or underground water into, within, or out of the easement area by any means;
7. building or placing buildings or structures on the easement area;
8. planting or harvesting any crop; and
9. grazing or allowing livestock on the easement area.

B. **Noxious Plants and Pests.** The Landowner is responsible for noxious weed control and emergency control of pests as required by all Federal, State, and local laws. A plan to control noxious weeds and pests must be approved in writing by CCC prior to implementation by the Landowner.

C. **Fences.** Except for establishment cost incurred by the United States and replacement cost not due to the Landowner's negligence or malfeasance, all other costs involved in maintenance of fences and similar facilities to exclude livestock shall be the responsibility of the Landowner.

D. **Taxes.** The Landowner shall pay **any and all real property and other taxes and assessments**, if any, which may be levied against the land.

E. **Reporting.** The Landowner shall report to CCC any conditions or events which may adversely affect the wetland, wildlife, and other natural values of the easement area.

PART IV. Allowance of Compatible Uses by the Landowner.

A. **General.** The United States may authorize, in writing and subject to such terms and conditions CCC may prescribe at its discretion, the use of the easement area for compatible economic uses, including, but not limited to, managed timber harvest, periodic haying, or grazing.

B. **Limitations.** Compatible use authorizations will only be made if such use is consistent with the long-term protection and enhancement of the wetland and other natural values of the easement area. CCC shall prescribe the amount, method, timing, intensity, and duration of the compatible use.

PART V. Rights of the United States. The rights of the United States include:

A. **Management activities.** The United States shall have the right to enter unto the easement area to undertake, at its own expense or on a cost-share basis with the Landowner or other entity, any activities to restore, protect, manage, maintain, enhance, and monitor the wetland

and other natural values of the easement area. The United States, at its own cost, may apply to or impound additional waters on the easement area in order to maintain or improve wetland and other natural values.

- B. Access. The United States has a right of reasonable ingress and egress to the easement area over the Landowner's property, whether or not the property is adjacent or appurtenant to the easement area, for the exercise of any of the rights of the United States under this easement deed. The authorized representatives of the United States may utilize vehicles and other reasonable modes of transportation for access purposes.
- C. Easement Management. The Secretary of Agriculture, by and through CCC may delegate all or part of the management, monitoring or enforcement responsibilities under this easement to any entity authorized by law that CCC determines to have the appropriate authority, expertise and resources necessary to carry out such delegated responsibilities. State or federal agencies may utilize their general statutory authorities in the administration of any delegated management, monitoring or enforcement responsibilities for this easement. The authority to modify or terminate this easement (16 U.S.C. 53837e(b)) is reserved to CCC in accordance with applicable law.
- D. Violations and Remedies - Enforcement. The Parties agree that this easement deed may be introduced in any enforcement proceeding as the stipulation of the Parties hereto. If there is any failure of the Landowner to comply with any of the provisions of this easement deed, the United States or other delegated authority shall have any legal or equitable remedy provided by law and the right:
1. To enter upon the easement area to perform necessary work for prevention of or remediation of damage to wetland or other natural values; and,
 2. To assess all expenses incurred by the United States (including any legal fees or attorney fees) against the Landowner, to be owed immediately to the United States.

PART VI. General Provisions.

- A. Successors in Interest. The rights granted to the United States shall accrue to any of its agents, successors, or assigns. All obligations of the Landowner under this easement deed shall also bind the Landowner's heirs, successors, agents, assigns, lessees, and any other person claiming under them. All the Landowners who are parties to this easement deed shall be jointly and severally liable for compliance with its terms.
- B. Rules of Construction and Special Provisions. All rights in the easement area not reserved by the Landowner shall be deemed acquired by the United States. Any ambiguities in this easement deed shall be construed in favor of the United States to effect the wetland and conservation purposes for which this easement deed is being acquired. The property rights of the United States acquired under this easement shall be unaffected by any subsequent amendments or repeal of the Wetlands Reserve Program. If the Landowner receives the consideration for this easement in installments, the Parties agree that the conveyance of this easement shall be totally effective upon the payment of the first installment.

PART VII. Special Provisions (if any).

None.

TO HAVE AND TO HOLD, this Warranty Easement Deed is granted to the United States of America and its successors and assigns forever. The Landowner covenants that he, she, or they are vested with good title to the easement area and will warrant and defend the same on behalf of the United States against all claims and demands. The Landowner covenants to comply with the terms and conditions enumerated in this document for the use of the easement area and adjacent lands for access, and to refrain from any activity not specifically allowed or that is inconsistent with the purposes of this easement deed.

Dated this 10th day of September, 19998.

Landowner(s): Keith E. Bridge
Keith E. Bridge
Lydia M. Bridge
Lydia M. Bridge

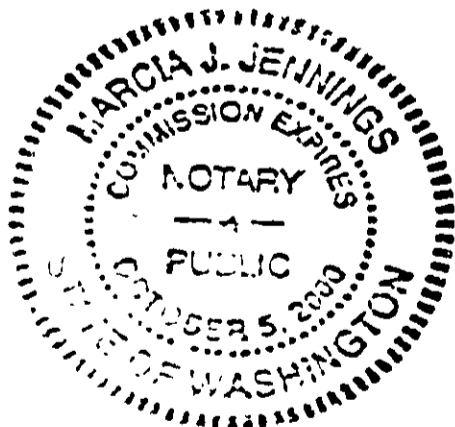
ACKNOWLEDGMENT

STATE OF WASHINGTON

COUNTY OF SKAGIT

On this 10th day of September, 1998 before me, the undersigned, a Notary Public in and for said State personally appeared Keith E. Bridge and Lydia M. Bridge, husband and wife, known or proved to me to be the persons whose names are subscribed to the within instrument and acknowledged that he/she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



Marcia J. Jennings
Notary Public for the State of Washington
Residing at Sedro-Woolley
My Commission Expires 10-5-2000

This instrument was drafted by the Office of the General Counsel, U.S. Department of Agriculture, Washington, D.C. 20250-1400.

OMB DISCLOSURE STATEMENT

Public reporting burden for this collection of information is approximately sixty (60) minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Department of Agriculture Clearance Office (OIRM), Room 404-W, Washington, D.C. 20250; and to the Office of Management and Budget, Paperwork Reduction Project (OMB No. 057-0013), Washington, D.C. 20503.