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**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

KATHY HILL  
SKAGIT COUNTY AUDITOR

99 MAY 19 AM 11:43

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RECORDED \_\_\_\_\_ FILED \_\_\_\_\_  
REQUEST OF \_\_\_\_\_

**DOCUMENT TITLE:** Warranty Easement Deed

ISLAND TITLE CO.

SB-11061

**GRANTOR:**

The Pintail Gun Club, L.L.C.  
1454 Moberg Rd.  
Mount Vernon, WA 98273

29388  
SKAGIT COUNTY WASHINGTON  
Real Estate Excise Tax  
PAID

**GRANTEE:**

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

MAY 19 1999

Amount Paid \$2927.27  
Skagit County Treasurer  
By: [Signature] Deputy

**ABBREVIATED LEGAL DESCRIPTION AS FOLLOWS:**

Portions of Section 6, Township 35 North, Range 3 East and portion of Section 31, Township 36 North, Range 3 East, W.M. situated in Skagit County, Washington more particularly described on EXHIBIT A, which is appended to and made a part of this easement deed.

**ASSESSOR'S PROPERTY TAX PARCEL OF ACCOUNT NUMBER:**

P33855, P33856, P33858, P33865, P106593, P48483, P48486

**REFERENCE NUMBERS OF DOCUMENTS ASSIGNED OR RELEASED:** N/A

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U.S. DEPARTMENT OF AGRICULTURE  
COMMODITY CREDIT CORPORATION

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

## WARRANTY EASEMENT DEED

Island Title Company SB-11061  
Escrow BE-2985

WETLANDS RESERVE PROGRAM  
AGREEMENT NO. 66-0546-7-17

**THIS WARRANTY EASEMENT DEED** is made by and between the Pintail Gun Club L.L.C, a Washington Limited Liability Company, of 1454 Mcberg Rd., 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 ONE HUNDRED AND NINETY-ONE THOUSAND, THREE HUNDRED AND TWENTY-FIVE DOLLARS (\$191,325.00), 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 all valid rights of record, if any.

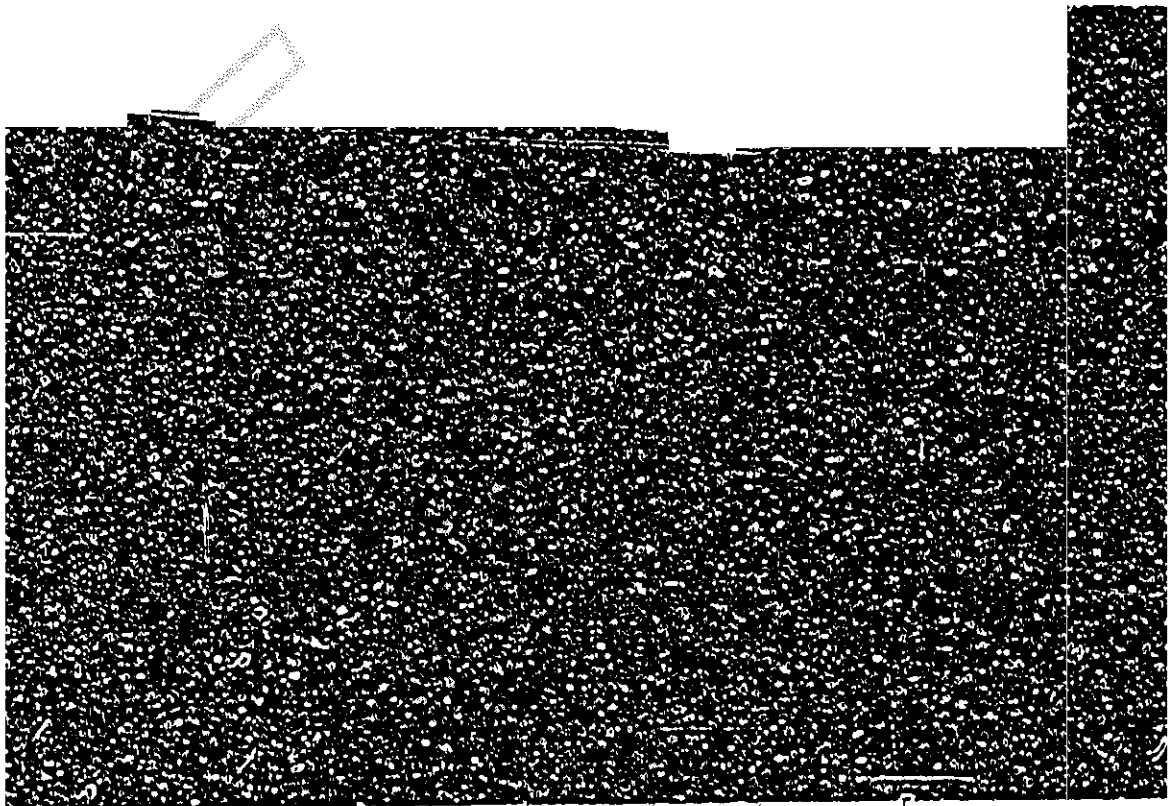
**PART I. Description of the Easement Area.** The lands encumbered by this easement deed, referred to hereafter as the easement area, are described in EXHIBIT A, which is appended to and made a part of this easement deed. The acquiring agency is the Natural Resources Conservation Service.

**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.

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- 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.

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- 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. §3837e(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 12<sup>th</sup> day of May, 1999.

For the Pintail Gun Club, L.L.C., a Washington Limited Liability Company:

  
Jay Koetje, Member

  
Gary D. Baxter, Member

  
Don Kesselring, Member

  
James Glenovich, Member

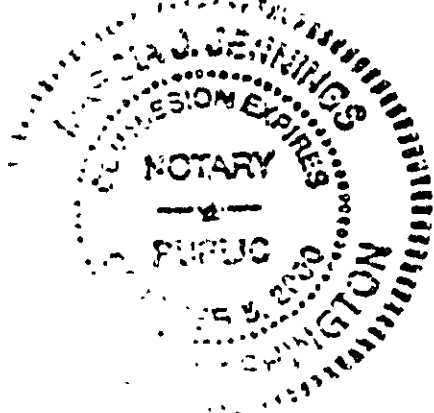
**ACKNOWLEDGMENT**

STATE OF WASHINGTON

COUNTY OF SKAGIT

On this 12<sup>th</sup> day of May, 1999 before me, the undersigned, a Notary Public in and for said State personally appeared Jay Koetje, known or proved to me to be the person whose name is subscribed to the within instrument, and who, being by me duly sworn, did say that ~~he is a Member of~~ <sup>they are</sup> the Pintail Gun Club L.L.C., a Washington Limited Liability Company, that the instrument was signed on behalf of said company, and acknowledged that the execution of the instrument was his voluntary act and deed and the voluntary act and deed of the Pintail Gun Club L.L.C. by it voluntarily executed.

\*Gary D. Baxter, Don Kesselring, and James Glenovich  
IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



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



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

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**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.

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**EXHIBIT "A"**

**PARCEL 1:**

That portion of the Northwest Quarter and of the Northeast Quarter of the Southwest Quarter of Section 6, Township 35 North, Range 3 East of the Willamette Meridian and of the Southwest Quarter of Section 31, Township 36 North, Range 3 East of the Willamette Meridian, described as follows:

Commencing at the Southwest corner of the Northwest Quarter of Section 6, Township 35 North, Range 3 East of the Willamette Meridian;  
thence North  $01^{\circ}29'29''$  East along the West line of said Northwest Quarter a distance of 1,423.00 feet to the Southwesterly line of the strip of land appropriated by Dike District No. 5 for dike right-of-way described in Superior Court Cause No. 3050, records of Skagit County, Washington;  
thence South  $49^{\circ}45'57''$  East along the Southwesterly line of said dike right-of-way a distance of 49.51 feet;  
thence South  $41^{\circ}15'24''$  East along the Southwesterly line of said dike right-of-way a distance of 348.83 feet to the point of beginning of this description;  
thence North  $58^{\circ}12'36''$  East along the Southeasterly line of said dike right-of-way a distance of 527.74 feet;  
thence North  $28^{\circ}22'52''$  East along the Southeasterly line of said dike right-of-way a distance of 244.32 feet;  
thence North  $08^{\circ}15'33''$  West along the Easterly line of said dike right-of-way a distance of 147.51 feet;  
thence North  $62^{\circ}12'42''$  West along the Northeasterly line of said dike right-of-way a distance of 168.38 feet;  
thence North  $32^{\circ}44'10''$  West along the Northeasterly line of said dike right-of-way a distance of 267.04 feet;  
thence North  $37^{\circ}26'20''$  East along the Southeasterly line of said dike right-of-way a distance of 145.45 feet;  
thence North  $26^{\circ}05'48''$  West along the Northeasterly line of said dike right-of-way a distance of 128.53 feet;  
thence North  $80^{\circ}14'55''$  West along the Northerly line of said dike right-of-way a distance of 141.94 feet;  
thence North  $21^{\circ}48'01''$  West along the Easterly line of said dike right-of-way a distance of 268.08 feet;  
thence North  $10^{\circ}54'54''$  West a distance of 75.14 feet to a point on the South line of Government Lot 2 of Section 31, Township 36 North, Range 3 East of the Willamette Meridian, which is 264.17 feet from the Southwest corner thereof;

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EXHIBIT "A"

Page 2

PARCEL 1 continued

thence North 10°54'54" West a distance of 366.50 feet to the Southerly line of said dike right-of-way;  
thence North 73°33'07" East along the Southerly line of said dike right-of-way a distance of 92.42 feet;  
thence South 44°22'23" East along the Southwesterly line of said dike right-of-way a distance of 121.29 feet;  
thence South 61°52'39" East along the Southwesterly line of said dike right-of-way a distance of 546.16 feet;  
thence North 78°11'09" East along the Southerly line of said dike right-of-way a distance of 207.79 feet;  
thence North 57°11'36" East along the Southeasterly line of said dike right-of-way a distance of 290.97 feet;  
thence South 60°50'15" East along the Southwesterly line of said dike right-of-way a distance of 262.51 feet;  
thence North 75°21'46" East along the Southerly line of said dike right-of-way a distance of 264.88 feet;  
thence South 05°56'58" East along the Westerly line of said dike right-of-way a distance of 201.35 feet to a point on the North line of the Northwest Quarter of Section 6, Township 35 North, Range 3 East of the Willamette Meridian, which is 1,804.37 feet East of the Northwest corner thereof;  
thence South 05°56'58" East along the Westerly line of said dike right-of-way a distance of 346.97 feet;  
thence South 53°01'19" East along the Southwesterly line of said dike right-of-way a distance of 500.67 feet;  
thence South 46°30'31" East along the Southwesterly line of said dike right-of-way a distance of 143.01 feet to the East line of the Northwest Quarter of said Section 6;  
thence South 01°47'11" West along said East line a distance of 1,284.89 feet;  
thence South 89°51'49" West a distance of 443.94 feet;  
thence South 06°29'11" West a distance of 389.83 feet to a point on a non-tangent curve to the right having a chord bearing of South 43°02'28" East and a radius of 107.00 feet;  
thence Easterly along said curve through a central angle of 149°54'56" and an arc length of 279.97 feet;  
thence South 31°55'00" West a distance of 74.02 feet;  
thence South 39°55'12" West a distance of 128.24 feet;  
thence South 52°43'07" West a distance of 75.85 feet;

continued . . . . .

EXHIBIT "A"  
Page 3

PARCEL 1 continued

thence South 06°29'11" West a distance of 305.29 feet to point  
"A" referenced in the access easement described below as  
Parcel 4;  
thence South 33°11'29" West a distance of 80.17 feet;  
thence North 56°48'31" West a distance of 227.08 feet;  
thence North 11°48'07" West a distance of 592.76 feet;  
thence North 13°36'57" East a distance of 872.09 feet;  
thence North 87°16'33" East parallel with the South line of  
Government Lot 3 of said Section 6 a distance of 234.23 feet;  
thence North 01°43'11" East parallel with the West line of  
said Government Lot 3 a distance of 368.60 feet to the South  
line of said Government Lot 3;  
thence North 01°43'11" East parallel with the West line of  
said Government Lot 3 a distance of 603.25 feet;  
thence South 87°16'33" West parallel with the South line of  
said Government Lot 3 a distance of 841.30 feet to the West  
line of said Government Lot 3;  
thence South 01°43'11" West along the West line of said  
Government Lot 3 a distance of 603.25 feet to the Southwest  
corner of said Government Lot 3;  
thence South 01°43'11" West along the West line of Government  
Lot 5 of said Section 6 a distance of 1,102.09 feet;  
thence South 87°06'54" West parallel with the South line of  
said Government Lot 5 a distance of 355.29 feet;  
thence North 01°29'29" East parallel with the West line of  
said Government Lot 5 a distance of 436.48 feet;  
thence North 41°15'24" West a distance of 580.98 feet to the  
point of beginning of this description.

continued . . . . .

EXHIBIT "A"  
Page 4

PARCEL 2:

That portion of Government Lot 3 of Section 6, Township 35 North, Range 3 East of the Willamette Meridian, described as follows:

Commencing at the Northwest corner of Section 6, Township 35 North, Range 3 East of the Willamette Meridian;  
thence South  $89^{\circ}17'16''$  East along the North line thereof a distance of 1,849.68 feet to the Easterly line of the strip of land appropriated by Dike District No. 5 for dike right-of-way described in Superior Court Cause No. 3050, records of Skagit County, Washington, and the point of beginning of this description;  
thence South  $05^{\circ}56'58''$  East along the Easterly line of said dike right-of-way a distance of 322.11 feet;  
thence South  $53^{\circ}01'19''$  East along the Northeasterly line of said dike right-of-way a distance of 483.63 feet;  
thence South  $46^{\circ}30'31''$  East along the Northeasterly line of said dike right-of-way a distance of 105.47 feet to the East line of the Northwest Quarter of said Section 6;  
thence North  $01^{\circ}47'11''$  East along said East line a distance of 193.53 feet to the general land office meander line;  
thence North  $38^{\circ}43'08''$  West along said meander line a distance of 137.34 feet;  
thence North  $43^{\circ}42'12''$  West along said meander line a distance of 529.31 feet to the meander corner on the North line of Government Lot 3 of said Section 6;  
thence North  $89^{\circ}17'16''$  West along said North line a distance of 50.68 feet to the point of beginning of this description.

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EXHIBIT "A"

Page 5

PARCEL 3:

That portion of Government Lot 5 of Section 6, Township 35 North, Range 3 East of the Willamette Meridian, described as follows:

Commencing at the Northwest corner of Government Lot 5 of Section 6, Township 35 North, Range 3 East of the Willamette Meridian;

thence North  $37^{\circ}16'33''$  East along the North line of said Government Lot 5 a distance of 150.95 feet to the Northeasterly line of the strip of land appropriated by Dike District No. 5 for dike right-of-way described in Superior Court Cause No. 3050, records of Skagit County, Washington, and the point of beginning of this description;

thence South  $41^{\circ}15'24''$  East along the Northeasterly line of said dike right-of-way a distance of 179.29 feet;

thence North  $58^{\circ}12'36''$  East along the Northwesterly line of said dike right-of-way a distance of 288.70 feet to the North line of said Government Lot 5;

thence South  $37^{\circ}16'33''$  West along said North line a distance of 364.03 feet to the point of beginning of this description.

continued . . . . .



EXHIBIT "A"  
Page 6

PARCEL 4:

An easement for ingress and egress over, under and through a strip of land 30 feet wide lying Westerly of or Southerly of, adjacent to, and contiguous with, the following described line:

That portion of the Northeast Quarter of the Southwest Quarter of Section 6, Township 35 North, Range 3 East of the Willamette Meridian, described as follows:

Commencing at the Southeast corner of the Northeast Quarter of the Southwest Quarter of Section 6, Township 35 North, Range 3 East of the Willamette Meridian;  
thence South  $87^{\circ}06'23''$  West along the South line of said subdivision a distance of 244.24 feet to the initial point of this line description;  
thence North  $02^{\circ}53'37''$  West a distance of 30.00 feet to the Southwest corner of Lot 1 of Short Plat No. 94-049, recorded in Volume 11 of Short Plats, page 155, records of Skagit County, Washington;  
thence North  $08^{\circ}54'51''$  West along the West line of said Lot 1 a distance of 214.50 feet;  
thence North  $02^{\circ}55'10''$  West along the West line of said Lot 1 a distance of 52.35 feet;  
thence North  $06^{\circ}00'53''$  East along the West line of said Lot 1 a distance of 133.13 feet;  
thence North  $00^{\circ}24'03''$  East along the West line of said Lot 1 a distance of 184.78 feet to the Northwest corner of said Lot 1;  
thence North  $28^{\circ}26'21''$  East a distance of 63.72 feet to a point 30.00 feet Northeasterly of the top of bank of an existing drainage ditch;  
thence Northwesterly and Westerly along a line parallel with and 30 feet Northeasterly and Northerly from the Northeasterly top of bank of said drainage ditch a distance of 292 feet, more or less, to point "A" described in Parcel 1 above and terminus of this line description;

EXCEPT any portion thereof lying within the Samish Island Road right-of-way.

Situated in Skagit County, Washington.

- END OF EXHIBIT "A" -

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