



199910280070

Kathy Hill, Skagit County Auditor
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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

Island Title SB-13531 ✓

Escrow BE-2549

DOCUMENT TITLE: Warranty Easement Deed**GRANTOR:**

The Tewalt Family
1330 Austin Road
Mount Vernon, Washington 982730

GRANTEE:

The United States of America by and through the
Natural Resources Conservation Service
Attn: Ralph Scott, Contract Specialist
Rock Pointe Tower II, Suite 450
316 W. Boone Avenue
Spokane, WA 99201-2348

32156
SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax

OCT 28 1999

Amount Paid \$2,428.88
Skagit Co. Treasurer
By DC Deputy

ABBREVIATED LEGAL DESCRIPTION AS FOLLOWS:

54 193
Portions of Tract B of Short Plat #46-84, Vol. 6, pg. 108, being a portion of Government
Lots 1 & 2, Section 18, Township 34 North, Range 5 East, W.M. and the N ½ of the NE
¼ and the SE ¼ of the NE ¼ of Section 13, Township 34 North, Range 4 East, W.M. all
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:

P24644, P24645, P24646, P30261, P24648, P24643

REFERENCE NUMBERS OF DOCUMENTS ASSIGNED OR RELEASED: N/A

Warranty Easement Deed

WETLANDS RESERVE PROGRAM
AGREEMENT NO. 66-0546-8-13;

THIS WARRANTY EASEMENT DEED is made by and between Charles Tewalt and Denise Tewalt, husband and wife (also known as Charles M. Tewalt and Denise M. Tewalt, husband and wife); Fred Tewalt and Joli Tewalt, husband and wife (also known as Fred C. Tewalt and Joli A. Tewalt, husband and wife); Kathryn Tewalt, as her separate estate; of 1330 Austin Rd., Mount Vernon, WA 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 FIFTY-EIGHT THOUSAND, SEVEN HUNDRED AND FIFTY DOLLARS (\$158,750.00), 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 on 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.



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- 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. §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 25th day of October, 1999.

Landowner(s):

Charles Tewalt
By: Denise Tewalt, his Attorney in Fact
Charles Tewalt (also known as Charles M. Tewalt)
By: Denise Tewalt, his Attorney in Fact

Denise Tewalt
Denise Tewalt (also known as Denise M. Tewalt)

Fred Tewalt
Fred Tewalt (also known as Fred C. Tewalt)

Joli Tewalt
Joli Tewalt (also known as Joli A. Tewalt)

Kathryn Tewalt
Kathryn Tewalt

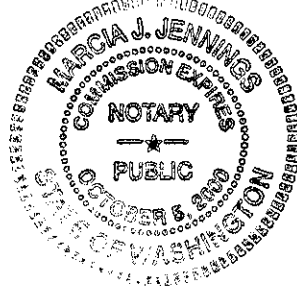
ACKNOWLEDGMENT

STATE OF WASHINGTON

COUNTY OF SKAGIT

On this 25th day of October, 1999 before me, the undersigned, a Notary Public in and for said State personally appeared ~~Charles Tewalt and Denise Tewalt, husband and wife (also known as Charles M. Tewalt and Denise M. Tewalt, husband and wife)~~; Fred Tewalt and Joli Tewalt, husband and wife (also known as Fred C. Tewalt and Joli A. Tewalt, husband and wife); Kathryn Tewalt, as her separate estate; 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



State of Washington
County of Skagit

} ss.

I certify that I know or have satisfactory evidence that DENICE TEWALT is the person(s) who appeared before me, and said person(s) acknowledged that signed this instrument, on oath stated that she authorized to execute the instrument and acknowledge it as Attorney in Fact for CHARLES TEWALT for the uses and purposes therein mentioned, and on oath stated that the power of attorney authorizing the execution of the instrument has not been revoked and that the said CHARLES TEWALT is now living, and is not incompetent.

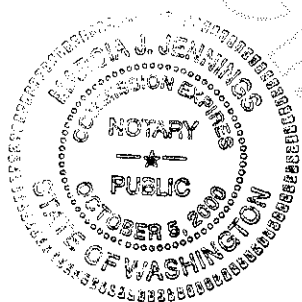
Dated: October 25, 1999

Marcia J. Jennings

Marcia J. Jennings

Notary Public in and for the State of
Washington, residing at Sedro Woolley

My appointment 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.

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 A:

That portion of the following described property which lies within Tract X:

An easement over, under and across portions of the East Half of the Northwest Quarter and the Northeast Quarter and the Southeast Quarter of Section 13, Township 34 North, Range 4 East of the Willamette Meridian, and also in a portion of Tract B, SKAGIT COUNTY SHORT PLAT NO. 46-54, approved January 3, 1985 and recorded January 7, 1985 in Volume 6 of Short Plats, page 193, under Auditor's File No. 8501070029, records of Skagit County, Washington, being a portion of Government Lots 1 and 2, Section 18, Township 34 North, Range 5 East of the Willamette Meridian, said WRP Conservation Easement being more particularly described as follows:

Commencing at the Northwest corner of said Section 13, Township 34 North, Range 4 East of the Willamette Meridian; thence South 84°26'18" East a distance of 1,321.36 feet along the North line of the Northwest Quarter of said Section 13 to the Northwest corner of the Northeast Quarter of the Northwest Quarter and being the true point of beginning; thence continue South 84°26'18" East a distance of 1,321.35 feet along said North line to the Northeast corner of said Northeast Quarter of the Northwest Quarter (North Quarter corner); thence South 89°34'22" East a distance of 938.16 feet along the North line of the Northeast Quarter of said Section 13; thence South 10°28'00" East a distance of 520.10 feet; thence South 02°57'35" East a distance of 358.00 feet; thence South 85°49'49" East a distance of 866.73 feet; thence North 08°24'52" East a distance of 92.30 feet; thence North 29°48'52" West a distance of 260.53 feet; thence North 62°20'46" East a distance of 330.22 feet; thence South 47°35'53" East a distance of 107.18 feet; thence South 57°53'28" East a distance of 197.46 feet; thence South 58°42'36" East a distance of 226.67 feet;

continued



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EXHIBIT "A"

Page 2

Parcel A continued

thence South 71°03'24" East a distance of 209.48 feet;
thence South 58°37'48" East a distance of 243.53 feet;
thence South 01°19'31" West a distance of 1,366.23 feet;
thence North 76°55'19" West a distance of 559.60 feet;
thence North 05°20'07" East a distance of 265.15 feet;
thence North 12°41'19" West a distance of 306.00 feet;
thence North 37°21'56" West a distance of 365.94 feet;
thence North 65°51'56" West a distance of 182.87 feet;
thence North 69°43'51" West a distance of 239.78 feet;
thence South 65°49'15" West a distance of 205.11 feet;
thence South 00°30'39" East a distance of 385.94 feet;
thence South 01°44'29" East a distance of 416.27 feet;
thence South 53°36'15" East a distance of 302.64 feet;
thence South 01°18'25" West a distance of 380.27 feet;
thence South 89°47'03" West a distance of 498.21 feet;
thence North 00°10'57" East a distance of 375.91 feet;
thence South 88°52'58" West a distance of 665.75 feet;
thence South 21°15'51" West a distance of 483.08 feet;
thence South 32°39'15" West a distance of 118.97 feet;
thence North 58°05'20" West a distance of 321.35 feet;
thence North 41°07'09" West a distance of 484.80 feet;
thence North 34°33'04" West a distance of 506.66 feet;
thence North 33°17'02" West a distance of 441.07 feet;
thence North 31°21'14" West a distance of 216.96 feet, more or
less, to the South line of said Northeast Quarter of the
Northwest Quarter of Section 13, Township 34 North, Range 4
East of the Willamette Meridian;
thence North 89°39'46" West a distance of 456.25 feet along
said South line to the Southwest corner of said Northeast
Quarter of the Northwest Quarter;
thence North 00°05'02" East a distance of 1,325.07 feet along
the West line of said subdivision to the true point of
beginning.

continued



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EXHIBIT "A"

Page 2

Tract X

PARCEL 1:

That portion of Tract B, SKAGIT COUNTY SHORT PLAT NO. 46-84, approved January 3, 1985, and recorded January 7, 1985, in Volume 6 of Short Plats, page 198, under Auditor's File No. 8501070029, records of Skagit County, Washington; being a portion of Government Lots 1 & 2, Section 18, Township 34 North, Range 5 East of the Willamette Meridian;

EXCEPT the North 871.31 feet of the East 504.14 feet of Government Lot 1, in Section 18, Township 34 North, Range 5 East of the Willamette Meridian;

ALSO EXCEPT roads as conveyed to Skagit County by deeds recorded April 18, 1972, under Auditor's File Nos. 767100 and 767101, records of Skagit County, Washington;

AND ALSO EXCEPT drainage ditch rights-of-way as condemned in Skagit County Superior Court Cause No. 10528, records of Skagit County, Washington;

AND ALSO EXCEPT that portion thereof lying within the boundaries of Tract A of SKAGIT COUNTY SHORT PLAT NO. 46-84, approved January 3, 1985, and recorded January 7, 1985, in Book 6 of Short Plats, page 198, under Auditor's File No. 8501070029, records of Skagit County, Washington, being a portion of the Northeast Quarter of the Northwest Quarter and Government Lot 1 in Section 18, Township 34 North, Range 5 East of the Willamette Meridian.

PARCEL 2:

The North Half of the Northeast Quarter and the Southeast Quarter of the Northeast Quarter of Section 13, Township 34 North, Range 4 East of the Willamette Meridian;

EXCEPT drainage ditch right-of-way as condemned in Skagit County Superior Court No. 10528, records of Skagit County, Washington.

continued



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EXHIBIT "A"

Page 4

PARCEL B:

A 20-foot wide easement for ingress and egress over, under and across a portion of said Tract B, SKAGIT COUNTY SHORT PLAT NO. 46-84, approved January 3, 1985 and recorded January 7, 1985 in Volume 6 of Short Plats, page 193, under Auditor's File No. 8501070029, records of Skagit County, Washington; being a portion of Government Lots 1 and 2, Section 18, Township 34 North, Range 5 East of the Willamette Meridian, the centerline of said 20.00 foot wide easement being more particularly described as follows:

Beginning at the Northwest corner of said Section 18, Township 34 North, Range 5 East of the Willamette Meridian;
thence South $89^{\circ}54'15''$ East a distance of 1,532.65 feet along the North line of the Northwest Quarter of said Section 18 to the centerline of Beaver Lake Road as shown on those certain right-of-way maps titled RECONSTRUCTION BEAVER LAKE ROAD, SKAGIT COUNTY, WASHINGTON, dated March 24, 1972, available in the records of Skagit County Public Works Department;
thence South $11^{\circ}02'15''$ East a distance of 254.93 feet along said centerline of Beaver Lake Road to a point of curvature;
thence along said curve to the right having a radius of 358.10 feet, a central angle of $54^{\circ}39'36''$, an arc distance of 341.63 feet to a point of tangency;
thence South $43^{\circ}37'21''$ West a distance of 190.78 feet to a point of curvature;
thence along the arc of said curve to the left having a radius of 358.10 feet, a central angle of $34^{\circ}26'24''$, an arc distance of 215.25 feet;
thence leaving said centerline on a radial bearing of North $80^{\circ}49'03''$ West a distance of 40.00 feet to a point on the right-of-way margin of said Beaver Lake Road and being the true point of beginning of said centerline;
thence South $35^{\circ}05'34''$ West a distance of 159.97 feet;
thence South $46^{\circ}12'25''$ West a distance of 97.06 feet;
thence South $57^{\circ}28'25''$ West a distance of 175.84 feet;
thence South $66^{\circ}55'09''$ West a distance of 54.77 feet;
thence South $81^{\circ}58'35''$ West a distance of 76.22 feet;
thence North $72^{\circ}23'38''$ West a distance of 55.18 feet;

continued



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EXHIBIT "A"

Page 5

Parcel B continued

thence North 54°24'42" West a distance of 183.95 feet;
thence North 66°07'26" West a distance of 118.25 feet;
thence North 51°06'55" West a distance of 263.86 feet;
thence South 38°53'05" West a distance of 30.15 feet, more or
less, to the Northeasterly line of the above described WRP
Conservation Easement to Natural Resources Conservation
Service at a point bearing North 58°37'48" West a distance of
72.2 feet from the Northeasterly corner of said easement and
being the terminus of the centerline of said 20.00 foot wide
easement for ingress and egress.

ALL Situated in Skagit County, Washington.

- END OF EXHIBIT "A" -



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