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When recorded return to:

Skagit County
Planning and Permit Center
200 West Washington Street
Mount Vernon, WA 98273

TERM DEED OF NATURAL RESOURCE LAND EASEMENT

Grantor: Douwe Dykstra, a single person

Grantee: Skagit County
Planning and Permit Center
200 West Washington Street
Mount Vernon, WA 98273

Legal Description (abbreviated):

Portion E 1/2 NW 1/4 21-35-4 E, W.M.

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

OCT 09 2002

Tax Parcel #'s:

P37002, P37007

Amount Paid \$ 0
Skagit Co. Treasurer
By *lp* Deputy

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1 Original-Planning
E:Office/Office NRLE 02-021

When recorded return to:

Skagit County
Planning and Permit Center
200 West Washington Street
Mount Vernon, WA 98273

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TERM DEED OF NATURAL RESOURCE LAND EASEMENT

THIS TERM DEED OF NATURAL RESOURCE LAND EASEMENT ("Easement") is granted this 1st day of October, 2002, by Douwe Dykstra, a single person, having an address at 19111 Gear Road, Burlington WA 98233, ("Grantor"), to Skagit County, a political subdivision of the State of Washington, by and through Skagit County's Natural Resource Lands Easement (NRL-E) provision of the Conservation and Reserve Development (CaRD) program, through the Skagit County Planning and Permit Center having an address at 200 West Washington Street, Mount Vernon, Washington, 98273 ("Grantee").

I. RECITALS

A. Owner. Grantor is the sole owner in fee simple, subject to certain outstanding rights as described in Exhibit D attached to and made a part of this Easement by this reference ("Permitted Title Exceptions"), of that certain real property in Skagit County, Washington legally described in Exhibit A attached to and made a part of this Easement by this reference (the "Land"). The Land is approximately 77.2 acres in size.

B. Conservation and Reserve Development Open Space. On June 5, 2002, Grantor applied to Skagit County to place the Land in the NRL-E pursuant to Skagit County Code (SCC) 14.18.310(5)(b) (as now adopted or hereafter amended or codified) and the land division policies in the 2000 Skagit County Comprehensive Plan (pp. 4-86 to 4-91). This program provides property owners with property located in an area designated Rural Resource-Natural Resource Lands (RRc-NRL) to obtain additional development rights on their property in exchange for dedicating the remaining portion of the property as open space (the open space area) or for property owners with property located in an area designated Agriculture-Natural Resource Lands (Ag-NRL), Industrial Forest-Natural Resource Lands (IF-NRL) or Secondary Forest-Natural Resource Lands (SF-NRL) to participate in the CaRD process thereby reserving resource land in an open space designation (see Exhibit B, attached to and made a part of this



Easement by this reference). Under SCC 14.18.310(5)(b), dedication of the open space area must occur at the time Skagit County approves the NRL-E application. Under this program, dedication of the open space area to Open Space Natural Resource Lands (Os-NRL) for Ag-NRL and IF-NRL lands may only be extinguished upon a declaration in a court of competent jurisdiction finding that it is no longer possible to commercially use the property for the production of food, agricultural products, timber or extraction of minerals.

C. Density. Through submittal of a CaRD application, residential lots up to an acre in size (unless otherwise allowed pursuant to SCC 14.18.310 (5)(b) and subject to the density restriction of the particular zoning district may be created on the original parcel, and the balance of the acreage not included or reserved for residential use on the lots shall be placed in open space (the "Open Space Area"). The Residential Lot Area and Open Space Area are described and shown in Exhibit C attached to and made a part of this Easement by this reference. The Residential Lot Areas are approximately 1.0 and 1.3 acres in size. The Open Space Area is approximately 77.2 acres in size.

D. Staff Review. Skagit County staff reviewed the application and determined that Grantor's application met the criteria and other requirements under the Skagit County NRL-E Program Policies.

E. Open Space Functions. Grantor and Grantee intend that the Open Space Functions of the Open Space Area be preserved and maintained by the continuation of land use patterns existing at the time of this grant that do not significantly impair or interfere with the Open Space Functions. For the purposes of this Easement, "Open Space Functions" refers to uses allowed either outright or by special use permit under each specific zoning district (the "Zoning District", SCC 14.16, as now adopted or hereafter recodified) pertaining to the subject property; provided, however, that for properties designated Rural Reserve (RRv) or RRc-NRL such permitted uses shall not include any development rights in addition to those allowed by the CaRD which might otherwise be allowed in that District; and further provided that if the use requires a Special Use Permit, the Special Use Permit shall first be obtained pursuant to SCC 14.16.900(2) (as now adopted or hereafter amended or codified).

F. Conveyance. Grantor further intends, as owner of the Land, to convey to Skagit County the right to enforce preservation and protection of the Open Space Functions of the Open Space Area unless and until such time as this Easement is terminated as provided for herein.

G. Acceptance. Skagit County agrees, by accepting this grant, to honor the intentions of Grantor and to preserve and protect the Open Space Functions

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of the Open Space Area as stated in this Easement during the term of this Easement for current and future generations to appreciate and enjoy.

II. CONVEYANCE AND CONSIDERATION

A. Terms and Conditions. For the reasons stated above, and in consideration of obtaining land division approval and the mutual covenants, terms, conditions, and restrictions contained in this Easement, Grantor hereby voluntarily grants and quit claims to Skagit County, and Skagit County accepts, a Natural Resource Lands easement over the Open Space Area of the Land as defined in this Easement. This Easement is granted on the terms and conditions herein described and is subject to the reservation of rights contained herein, all of which rights, restrictions, reservations and obligations shall operate as covenants running with the Land. This grant is also subject to those items (Permitted Title Exceptions) as described in Exhibit D.

B. Conveyance of Real Property. This conveyance is a conveyance of an interest in real property under the provisions of RCW 64.04.130.

C. Recitals. The foregoing recitals are incorporated into this Easement by reference.

III. PURPOSE

The purpose of this Easement is to assure that the Open Space Area will be retained as provided for in 1.E above until such time as this Easement is terminated as provided for herein, and to prevent any use of, or activity in, the Open Space Area that will significantly impair or interfere with the Open Space Functions of the Open Space Area ("Purpose"). Grantor and Grantee intend that this Easement will confine the use of, or activity in, the Open Space Area to those uses and activities consistent with this Purpose. No general public access to any portion of the Open Space Area is conveyed by this Easement.

IV. RIGHTS CONVEYED TO SKAGIT COUNTY

To accomplish the Purpose of this Easement, the following rights are conveyed to Skagit County by this Easement:

A. Identification and Protection. To identify, preserve and protect the Open Space Functions of the Open Space Area during the term of this Easement.

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B. Access.

1. To enter the Open Space Area annually, at a mutually agreeable time and upon prior written notice to the Grantor, for the purpose of making a general inspection to assure compliance with this Easement.

2. To enter the Open Space Area at such other times as are necessary if there is reason to believe that a violation of the Easement is occurring, for the purpose of enforcing the provisions of this Easement.

C. Injunction and Restoration. To enjoin any use of, or activity in, the Open Space Area that is inconsistent with the Purpose of this Easement, and undertake or cause to be undertaken the restoration of such portions or features of the Open Space Area as may be damaged by uses or activities contrary to the provisions of this Easement, consistent with Section IX.

D. Enforcement. To enforce the terms of this Easement, consistent with Section IX.

V. PROHIBITED AND PERMITTED USES AND ACTIVITIES

Any use of, or activity in, the Open Space Area inconsistent with the Purpose of this Easement is prohibited, and Grantor acknowledges and agrees that it will not conduct, engage in or permit any such use or activity. Without limiting the generality of this section, the following uses of, or activities in, the Open Space Area, though not an exhaustive list, are inconsistent with the Purpose of this Easement and shall be prohibited:

A. Subdivision and Development Rights. The legal subdivision of the Open Space Area for the purposes of development of the Open Space Area; the exercise of Grantor's development rights in the Open Space Area; the transfer of such development rights to any other portion of the Land as it now or hereafter may be bounded or described; and the use of such development rights for the purpose of calculating permissible lot yield of the Open Space Area or any other property; provided, however, that this Easement shall not be construed to preclude boundary line adjustments to revise lot lines on the Land and contiguous lands owned by the Grantor, with the written approval of the Grantee; and provided further that if full development rights allowed under the CaRD for that specific zoning district have not been exhausted, those rights may be allowed based on the original parcel's acreage.

B. Title Matters. The burdening of the Open Space Area during the term of this Easement by liens, leases, encumbrances, easements, restrictions, conditions, covenants, rights, rights-of-way and other matters affecting title to and use of the Open Space Area; except as determined to be consistent with the

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Purpose of this Easement. Grantor must first notify the Director of the Skagit County Planning and Permit Center and receive his or her approval, as provided for in Section VII, before any such burdens are placed on the Open Space Area.

C. Construction. The placement or construction of any residential buildings, or other residential improvements of any kind except as expressly permitted in the pertinent Zoning District; and in accordance with I.E of this easement, the placement or construction of any commercial or industrial buildings, structures, or other improvements of any kind except as permitted in the pertinent Zoning District and consistent with the terms of this Easement.

D. Impervious surface. For Ag-NRL designations, the total area covered by structures of any kind and impervious surfaces such as asphalt, concrete or gravel shall be limited to 5% of the area of the Open Space Area.

E. Recreation. Only those activities allowed in SCC 14.16 as now adopted or hereby amended may be permitted and if a special use is required, it must first be obtained pursuant to SCC 14.06 and 14.16 as now adopted or hereby amended prior to any recreational use occurring.

F. Erosion or Water Pollution. Any use or activity, not permitted by applicable local, state, or federal law, that causes or is likely to cause significant soil degradation or erosion or significant pollution of any surface or subsurface waters.


G. Waste Disposal. The disposal or storage of rubbish, garbage, debris, vehicles, abandoned equipment, parts thereof, or other unsightly, offensive, or hazardous waste or material on the Open Space Area.

H. Commercial Signs. The placement of commercial signs, billboards, or other advertising material on the Open Space Area; except in connection with the on-site sale of agricultural products, sale or lease of the Open Space Area, or to state the conditions of access to the Open Space Area.

I. Mining. (This provision is only applicable on properties not located in a Mineral Resource Overlay.) The exploration for, or development and extraction of, minerals and hydrocarbons on or below the surface of the Open Space Area. The extraction of rock, dirt, sand, and gravel shall be permitted only if removal of such material is necessary to carry out other permitted activities on the Open Space Area and will not interfere with the Conservation Values of the Open Space Area.

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VI. RESERVED RIGHTS

Grantor reserves for itself and its personal representatives, heirs, successors and assigns, any use of, or activity in, the Open Space Area that is not inconsistent with the Purpose of this Easement and that is not prohibited by this Easement.

VII. NOTICE AND APPROVAL

A. Notice.

1. **Grantor.** This Easement requires Grantor to notify Skagit County and to receive Skagit County's written approval prior to undertaking certain uses and activities within the Open Space Area (e.g., subsection V.B [Title Matters]. This includes any activities proposed for the open space land which are not addressed through preliminary plat approval process or development permits, such as alterations to existing features including utilities or roads. The purpose of requiring Grantor to notify Skagit County prior to undertaking these uses and activities is to afford Skagit County an opportunity to ensure that the use or activity in question is designed and carried out in a manner consistent with the Purpose of this Easement. Whenever such notice is required, Grantor shall notify the Director of the Skagit County Planning and Permit Center (or its successor agency) in writing not less than thirty (30) days prior to the date Grantor intends to undertake the use or activity in question. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed use or activity in sufficient detail to permit Skagit County to make an informed judgment as to its consistency with the Purpose of this Easement.

2. **Skagit County.** The general monitoring provision of this Easement requires Skagit County to give notice to the Grantor prior to undertaking certain activities within the Open Space Area (subsection IV.B.1). Whenever such notice is required, Skagit County shall notify the Grantor in writing not less than thirty (30) days prior to the date Skagit County intends to undertake the use or activity in question, unless otherwise provided for by this Easement.

B. Approval. Where approval by Skagit County is required under this Easement, such approval shall be granted or withheld in writing within thirty (30) days of receipt of a written request for approval, and such approval shall not be unreasonably withheld.

1. **Grantor.** If Grantor must undertake emergency action to protect public health or safety in the Open Space Area or must act by and subject to compulsion of any governmental agency, Grantor may proceed with such

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action without Skagit County's approval only if Grantor notifies Skagit County prior to taking such action and Skagit County cannot provide its approval, with or without conditions, within such time as is reasonable under the circumstances.

2. Skagit County. Skagit County's approval may be withheld only upon a reasonable determination by Skagit County that the use or activity as proposed would be inconsistent with the Purpose of this Easement. Skagit County's approval may include reasonable conditions that must be satisfied in undertaking the proposed use or activity.

3. Failure to Approve or Withhold Approval Within the Required Time. When approval is required under this Easement, and when such approval is not granted or is withheld within the time period and manner set forth in this section, approval of the permitted use or activity in question may be presumed.

C. Addresses. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid, addressed as follows:

To Grantor: Douwe Dykstra
19111 Gear Road
Burlington, WA 98233

To Skagit County: Skagit County
Planning and Permit Center
200 West Washington Street
Mount Vernon, WA 98273

or to such other address as either party designates by written notice to the other.

VIII. DISPUTE RESOLUTION

If a dispute arises between the parties concerning the consistency of any present or proposed use or activity with the Purpose of this Easement, and the Grantor agrees not to proceed with the proposed use or activity pending resolution of the dispute, the parties shall meet together to discuss the dispute and attempt resolution. Thereafter, either party may refer the dispute to mediation or arbitration by request made in writing to the other. Within thirty (30) days of the receipt of such a request, the parties shall select a single mediator or arbitrator to hear the matter. The matter shall be settled in accordance with any Washington State mediation or arbitration statute then in effect, and a mediation or an arbitration award may be entered in any court having jurisdiction. If

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mediation or arbitration is pursued, the prevailing party shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for all its costs and expenses related to such mediation or arbitration, including, without limitation, the fees and expenses of the mediator or arbitrator and attorney's fees, which shall be determined by the mediator or arbitrator or any court having jurisdiction that may be called upon to enforce or review the award. The parties agree not to proceed with the use or activity pending resolution of the dispute.

IX. REMEDIES

A. Generally. The parties hereto may seek such relief in law or equity as they may deem necessary to enforce the terms of this Easement. Except as provided otherwise in this Easement, in the event of litigation between the parties hereto, declaratory or otherwise, in connection with this Easement, the prevailing party shall recover all costs and attorneys' fees actually incurred, including on appeal.

B. Notice of Failure. If Skagit County determines that the Grantor is in violation of the terms of this Easement or that a violation is threatened, Skagit County shall give written notice to the Grantor of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Open Space Area resulting from any use or activity inconsistent with the Purpose of this Easement, to restore the portion of the Open Space Area so injured.

C. Grantor's Failure to Respond. Skagit County may bring an action as provided in Section IX.D or pursue the alternative remedy provided in Section IX.E if Grantor:

1. Fails to cure the violation within thirty (30) days after receipt of a notice of violation from Skagit County; or

2. Under circumstances where the violation cannot reasonably be cured within a thirty (30) day period, fails to begin curing the violation within the thirty (30) day period and fails to continue diligently to cure such violation until finally cured.

D. Skagit County's Action. Skagit County may bring an action at law or in equity in a court having jurisdiction to enforce the terms of this Easement:

1. To enjoin the violation, ex parte as necessary, by temporary or permanent injunction;

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2. To recover any damages to which it may be entitled for violation of the terms of this Easement or for injury to any Open Space Functions protected by this Easement, including damages for the loss of Open Space Functions; and

3. To require the restoration of the Open Space Area to the condition that existed prior to any such injury.

Without limiting Grantor's liability in any way, Skagit County shall first apply any damages recovered to the cost of undertaking corrective or restoration action in the Open Space Area.

E. Supplemental Remedy. In addition to or as an alternative to bringing a court action to enforce the terms of this Easement as provided in Section IX.D, Skagit County may revoke its CaRD approval for any property in Rural Resource designation and convert the property back to its underlying zoning designation with no density bonus. This revocation shall be subject to an administrative appeal under the appropriate provision for appeal of an administrative interpretation in Title 14 SCC.

F. Immediate Action Required. If Skagit County, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Open Space Functions of the Open Space Area, Skagit County may pursue its remedies under this section without prior notice to Grantor or without waiting for the period provided for cure to expire.

G. Nature of Remedy. Skagit County's rights under this section apply equally in the event of either actual or threatened violations of the terms of this Easement. Skagit County shall be entitled to the injunctive relief described in this section in addition to such other relief to which Skagit County may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Skagit County's remedies described in this section shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

H. Costs of Restoration. In the event Skagit County must enforce the terms of this Easement, the costs of restoration necessitated by acts of Grantor, its agents, employees, contractors, family members, invitees or licensees in violation of the terms of this Easement shall be borne by Grantor or those of its personal representatives, heirs, successors, or assigns, against whom a judgment is entered. In the event that Skagit County secures redress for an Easement violation without initiating or completing a judicial proceeding, the costs of such restoration shall be borne by Grantor or those of its personal

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representatives, heirs, successors, or assigns who are otherwise determined to be responsible for the unauthorized use or activity. If Grantor prevails in any judicial proceeding initiated by Skagit County to enforce the terms of this Easement, Grantor's cost of suit, including attorney's fees, shall be borne by Skagit County.

I. Skagit County's Discretion. Skagit County acknowledges its commitment to protect the Purpose of this Easement. Enforcement of the terms of this Easement shall be at the discretion of Skagit County, and any forbearance by Skagit County to exercise its rights under this Easement in the event of any breach of any terms of this Easement by Grantor shall not be deemed or construed to be a waiver by Skagit County of such term or of any right under this Easement. No delay or omission by Skagit County in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

J. Waiver of Certain Defenses. Grantor acknowledges that it has carefully reviewed this Easement and has consulted with and been advised by counsel of its terms and requirements. In full knowledge of the provisions of this Easement, Grantor hereby waives any claim or defense it may have against Skagit County or its successors or assigns under or pertaining to this Easement based upon waiver, laches, estoppel, or prescription.

K. Acts Beyond Grantor's Control. Nothing contained in this Easement shall be construed to entitle Skagit County to bring any action against Grantor to abate, correct, or restore any condition in the Open Space Area or to recover damages for any injury to or changes in the Open Space Area resulting from causes beyond Grantor's control, including, without limitation, natural changes, fire, flood, storm, or earth movement, or from acts of trespassers, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Open Space Area resulting from such causes.

X. COSTS AND LIABILITIES

Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to its ownership and use of the Land and Open Space Area, including the payment of all taxes levied against the Land by government authority as they become due. Skagit County agrees to bear all costs and liabilities of any kind related to its rights in the Open Space Area. Grantor and Skagit County agree to indemnify and hold each other harmless from all liability, including liability resulting from releases of hazardous substances or wastes under federal, state or local laws, arising out of their respective rights in and use of the Open Space Area of the Land. This indemnity shall extend to liability

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arising out of use by agents, contractors, subcontractors and employees of the indemnifying party. Any forbearance by Skagit County to exercise its rights under this Easement in the event of any breach of any terms of this Easement by Grantor, or any knowledge by Skagit County of such breach, shall not be deemed or construed to extinguish or diminish Grantor's obligation to indemnify and hold Skagit County harmless under this paragraph.

XI. RECORDATION

Skagit County shall record this instrument in timely fashion in the official records of Skagit County, Washington, and may re-record it at any time as may be required to preserve its rights in this Easement.

XII. SUCCESSORS

The covenants, terms and restrictions of this easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns, and shall continue as a servitude running with the Protected Property. Any subsequent transfer of interest in the Protected Property shall be subject to the terms and conditions set out in this easement.

XIII. ASSIGNMENT

Skagit County agrees not to assign, transfer or encumber its interest in the Open Space Area granted herein nor delegate its duties under this Easement.

XIV. MODIFICATION

The parties may modify this Easement by mutual agreement; provided that the modification is consistent with the Purpose of this Easement. Any such modification shall be in writing, signed by both parties and recorded in the official records of Skagit County, Washington.

XV. DURATION AND TERMINATION

A. Easement Duration. This Easement shall extend in perpetuity from the date of its grant to Skagit County unless it is terminated as provided in subsection B below.

B. Easement Termination. This Easement will terminate if the land designation of the property is changed on the Comprehensive Plan Map to a non-NRL land classification. Upon termination, Skagit County shall grant a

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release returning the Easement back to Grantor. Skagit County shall record this release in a timely fashion in the official records of Skagit County, Washington.

XVI. GENERAL PROVISIONS

A. Controlling Law. The interpretation and performance of this Easement shall be governed by the laws of the State of Washington.

B. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the Grantor to effect the Purpose of this Easement and the policy and purposes of RCW 64.04.130, Chapter 84.34 RCW, and the Skagit County Comprehensive Plan, as may be amended from time to time. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the Purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

C. Severability. If any provision of this Easement, or its application to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected.

D. Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein. No alteration or variation of this instrument shall be valid or binding unless contained in a modification that complies with Section XIV of this Easement.

E. "Grantor" - "Skagit County". The terms "Grantor" and "Skagit County," wherever used in this Easement, and any pronouns used in their place, shall be held to mean and include, respectively, the above-named Grantor, and its personal representatives, heirs, successors, and assigns, and the above-named Skagit County, and its successors.

F. Successors. The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties and their respective personal representatives, heirs, successors, and assigns, and shall continue as a servitude running with the Land.

G. Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

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XVII. SCHEDULE OF EXHIBITS

- A. Legal Description of the Land.
- B. Skagit County CaRD Ordinance and NRL Zoning District Code Sections.
- C. Present Conditions Report
- D. Permitted Title Exceptions.

TO HAVE AND TO HOLD unto Skagit County and its successors.

IN WITNESS WHEREOF, the undersigned GRANTOR has executed this instrument this 21st day of August, 2002.

GRANTOR:

Douwe Dykstra,
a single person

Attest: _____
Title: _____

By: *Douwe Dykstra*
Douwe Dykstra

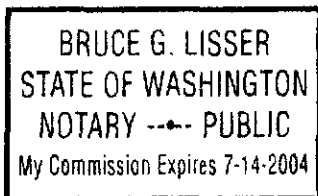
ACKNOWLEDGEMENTS

For an acknowledgment in an individual capacity:

State of Washington)
) ss.
County of Skagit)

I certify that I know or have satisfactory evidence that Douwe Dykstra, a single person, is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: Aug. 21, 2002



Bruce G. Lisser
(Signature)
Bruce G. Lisser
(Title)

Residing in Mount Vernon

My appointment expires 7-14-04

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SKAGIT COUNTY, by and through the SKAGIT COUNTY PLANNING
AND PERMIT CENTER does hereby accept the above Deed of Natural
Resource Lands Easement.

Dated: October 7, 2002

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

Don Munks

Don Munks, Chairman, Commissioner

Kenneth A. Dahlstedt

Kenneth A. Dahlstedt, Commissioner

Ted W Anderson

Ted Anderson, Commissioner

ATTEST:

JoAnne Giesbrecht

JoAnne Giesbrecht, Clerk
Skagit County Board of Commissioners

Approved as to Form:

John Moffat

John Moffat
Prosecuting Attorney
Chief Civil Deputy

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Billie Kadmas
Billie Kadmas, Risk Manager

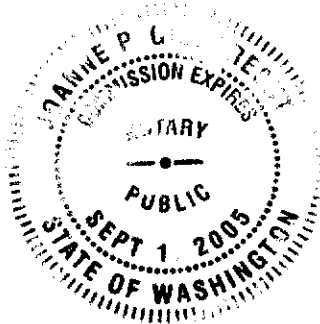
Brad Whaley
Brad Whaley, Budget Director

Tenka
Department Head/Elected Official

State of Washington)
County of Skagit) ss.

I certify that I know or have satisfactory evidence that the Skagit County Commissioners ~~are~~ the persons who appeared before me, and said person acknowledged that ~~the (she)~~ signed this instrument, on oath stated that ~~the (she)~~ ~~was~~ authorized to execute the instrument and acknowledged it as the _____ of the Skagit County Planning and Permit Center to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: October 7, 2002



Mune Sasbrecht
(Signature)
Clerk of the Board
(Title)

Residing in Mount Vernon, WA

My appointment expires 9/1/05

**EXHIBIT A
LEGAL DESCRIPTION**

Open-Space (NRL) portion of Lot 1, Skagit County Short CaRD No. PL-02-0091,
approved 10/8/02 and recorded 10/9/02 under Skagit
County Auditor's File No.

200210090128 being a portion of the East 1/2 of the Northwest 1/4
of Section 21, Township 35 North, Range 4 East, W.M.

SUBJECT TO and TOGETHER WITH easements, reservations, restrictions,
covenants, liens, leases, court causes, and other instruments of record.

Situate in the County of Skagit, State of Washington.

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**EXHIBIT B
SKAGIT COUNTY CaRD REGULATIONS AND Ag-NRL ZONING
REGULATIONS**

Skagit County Land Division Ordinance Section 14.18.310 and AG-NRL Zoning Ordinance Section 14.16.400 in effect at the date of recording this document.

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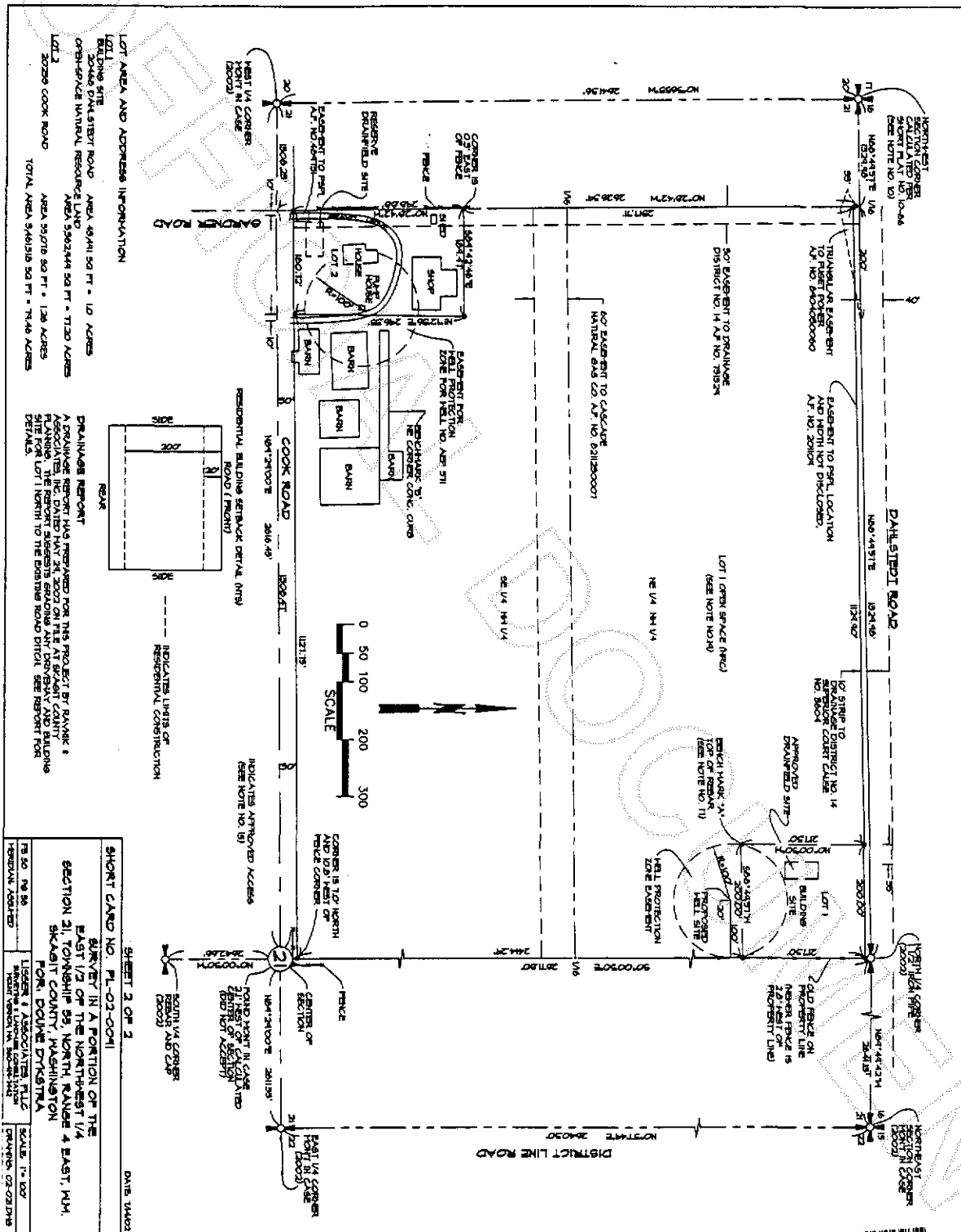


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EXHIBIT C P
EXISTING CONDITIONS
(Sheet 2 of 2 Short CaRD No. PL-02-0091)



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**EXHIBIT D
PERMITTED TITLE EXCEPTIONS**

See title report prepared by Land Title Company of Skagit County Order
No. P-100213-E dated January 31, 2002 on file at the Skagit County Planning
and Permit Center.

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