

ORIGINAL

After Recording Return To:
City of Mount Vernon
910 Cleveland Avenue
Mount Vernon, Washington 98273



200701260138

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CONSERVATION EASEMENT

GRANTORS: SEAWARD INVESTMENTS, INC., a Washington corporation
GRANTEE: CITY OF MOUNT VERNON, a municipal corporation
Legal Description:
Abbreviated Form: Ptn Gov Lot 1,2,3 & 4, S30 T34N, R4E, W.M.
Additional on: Exhibit B
Assessors Tax Parcel Nos: P28780 AND P28784
P29293 IN SEC. 31, T.34N, R4E W.M.

This Conservation Easement is made this 19th day of January, 2007 by SEAWARD INVESTMENTS, INC., a Washington corporation, having an address of PO Box 98, Mount Vernon, Washington 98273, hereinafter referred to as "Grantor" in favor of the City of Mount Vernon, a municipal corporation and political subdivision of the State of Washington, having an address of 910 Cleveland Avenue, Mount Vernon, WA, 98273, hereinafter referred to as "Grantee".

WITNESSETH:

WHEREAS, Grantor solely owns in fee simple certain real property in the City of Mount Vernon, Washington, more particularly described in Exhibit "A", attached hereto and incorporated by this reference.

WHEREAS, In exchange for the severance of development rights from Grantor's property, the Grantor desires to preserve, in its existing condition in perpetuity, a portion of Grantor's property, more particularly described on the attached Exhibit "B" and as represented by the map referenced by the Exhibit "C", attached hereto and incorporated by this reference as the "Property"; and

NOW THEREFORE, in consideration of the mutual covenants, terms, conditions and

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restrictions contained herein, and in consideration of the creation of sixty (60) development rights pursuant to the provisions of Chapter 17.119 et. seq. of the Mount Vernon Municipal Code., which development rights derive from 30 one acre tracts as shown on the map referenced by the attached Exhibit "C". Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity, over the Property described in Exhibit "B", of the nature and character and to the extent hereinafter set forth as the "Conservation Easement". Grantor fully warrants title to said Property on the attached Exhibit "B" and as represented by the map referenced by the Exhibit "C", and will warrant and defend the same against the lawful claims of all persons whomsoever.

1. Purpose. The purpose of this Conservation Easement is to assure that the Property will be retained forever in its existing natural or agricultural state and to prevent any use of the Property that is otherwise inconsistent. Agricultural use of the Property, excluding the future construction of residential units, shall be considered as being consistent with this purpose. Nothing in this easement shall encumber or affect any of Grantor's rights relating to any portion of Grantor's property that is not described on the attached Exhibit "B".

2. Prohibited Uses. Any activity on or use of the Property inconsistent with the purpose of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities and use are expressly prohibited:

(a) Construction or placing buildings, signs, billboards or other advertising, utilities or other structure on or above the ground. However, nothing in this easement shall prohibit Grantor from constructing buildings, structures, or other improvements, including but not limited to signs, utilities, fences, irrigation lines, that are strictly associated with agricultural use of the Property. Additionally, Grantor may maintain all existing structures and improvements on the Property. All existing structures and improvements are non-residential accessory structures necessary for the operation of the agricultural use of the Property and shall not result in the subtraction or use of any development rights under MVMC 17.119.030.

(b) Dumping or placing as landfill any soil, material or other substance. Dumping or placing of trash, waste or unsightly or offensive materials. Agricultural material typically associated with agricultural operations, such as top soil or soil amendments, placed or stored in accordance with applicable City Codes and requirements shall not be prohibited.

(c) Removing or destroying trees, shrubs or other vegetation unless done in conjunction with and necessary as a part of agricultural use of the Property. Trees, shrubs and any other vegetation grown in conjunction with agricultural related activities may be removed or destroyed by Grantor at any time.

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(d) Non-agricultural related activities which are detrimental to drainage, flood control, water conservation, erosion control, soil conservation or fish and wildlife habitat preservation. Grantor may construct and maintain ditches and associated vegetation in Grantor's usual and customary manner in keeping with good farming practices.

(e) Division of the Property for residential development in the easement area.

3. **Reserved Rights.** Reserving unto Grantor, Grantor's successors and assigns, all rights accruing for its ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not expressly prohibited herein and are not inconsistent with the purpose of this Conservation Easement.

4. **Rights of Grantee.** To accomplish the purposes stated herein, Grantor conveys the following rights to Grantee:

(a) To enter upon and inspect the Property in a reasonable manner and at reasonable times after at least forty eight (48) hours advance notice, to determine if Grantor or Grantor's successors and assigns are complying with the covenants and prohibitions contained in this Conservation easement.

(b) To proceed at law or in equity to enforce the provisions of this Conservation Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and require the restoration of areas or features of the Property that may be damaged by any activity inconsistent with this Conservation Easement.

5. **Grantee's Discretion.** No delay or omission by the Grantee 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. Grantee shall not be obligated to Grantor, or to any other person or entity, to enforce the provisions of this Conservation Easement.

6. **Grantee's Liability.** Grantor will assume all liability for any injury or damage to the person or property of third parties which may occur on the Property arising from Grantor's ownership of the Property. Neither Grantor, nor any person or entity claiming by or through Grantor, shall hold Grantee liable for any damage or injury to person or personal property which may occur on the Property. This paragraph 6 shall not apply to the extent the subject damage or injury is caused by the negligence or willful misconduct of Grantee, its employees or agents.

7. **Acts Beyond Grantor's Control.** Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from natural causes beyond Grantor's control, including without limitation,

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fire, flood, storm and earth movement, or from any necessary action taken by Grantor under emergency conditions to prevent, abate or mitigate significant injury to the Property or to persons resulting from such causes.

8. Recordation. Grantor shall record this Conservation Easement in timely fashion in the Official Records of Skagit County, Washington and shall be responsible for all recording costs and taxes necessary to record this Conservation Easement.

9. Successors. The covenants, terms, conditions and restrictions of this Conservation Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successor and assigns and shall continue as a servitude running in perpetuity with the Property.

IN WITNESS WHEREOF, Grantor has executed this Conservation Easement on the day and year first above written.

GRANTOR:
SEAWARD INVESTMENTS, INC.

By: Jeanne Crannell
JEANNE CRANNELL

Its: Vice President/Manager

Easement
SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax

JAN 26 2007

Amount Paid \$0
Skagit County Treasurer
By: nam Deputy

THE FOREGOING CONSERVATION EASEMENT IS HEREBY APPROVED BY THE CITY OF MOUNT VERNON ON THIS 19th DAY OF JANUARY, 2007.

By: Jana Hanson
JANA HANSON
Director, Community and Economic Development Department

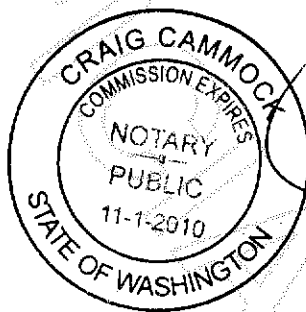
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State of Washington)
) ss
County of Skagit)

I certify that I know or have satisfactory evidence that JEANNE CRANNELL is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the VICE-PRESIDENT of SEAWARD INVESTMENTS, INC. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.



Dated: January 19th 2007

(Signature) [Handwritten Signature]

NOTARY PUBLIC

Print Name of Notary Craig Cammock

My appointment expires: 11-1-2010

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Exhibit "A"

Parcel "A"

That portion of the East 832 feet of Government Lots 1 and 2, Section 30, Township 34 North, Range 4 East, W.M., lying South of that existing County Road known as the Kimble Road No. XCV; EXCEPT the following described tracts:

1. BEGINNING at the West 1/4 of said Section 30;
thence North 1°36'30" East along the West line of said Section 30, a distance of 1,387.43 feet to a point on the centerline of that County Road known as the Kimble Road No. XCV;
thence South 89°57'21" East along the centerline of said County Road, a distance of 498.80 feet to the TRUE POINT OF BEGINNING of this description;
thence continuing South 89°57'21" East along the centerline of said County Road a distance of 200 feet;
thence South 2°01'24" West a distance of 150 feet;
thence North 89°57'21" West a distance of 200 feet;
thence North 2°01'24" East a distance of 150 feet to the TRUE POINT OF BEGINNING of this description.
2. BEGINNING at the West 1/4 corner of said Section 30;
thence North 1°36'30" East along the West line of said Section 30, a distance of 1,387.43 feet to a point on the center line of the County Road;
thence South 89°57'21" East along the center line of said County Road, a distance of 890.39 feet to the TRUE POINT OF BEGINNING of this description;
thence South 2°01'24" West 230 feet;
thence North 89°57'21" West 220 feet;
thence North 2°01'24" East 80 feet, more or less, to the South line of a tract conveyed to W. L. Williamson, et ux, by deed dated October 25, 1968, recorded April 7, 1972 under Auditor's File No. 766685;
thence South 89°57'21" East 28.41 feet, more or less, to the Southeast corner of said Williamson tract;
thence North 2°01'24" East along the East line of said Tract 150 feet to the centerline of the aforementioned County Road;
thence South 89°57'21" East along the centerline of said road 191.59 feet, more or less, to the TRUE POINT OF BEGINNING.
3. That certain Westerly portion of said East 832 feet conveyed to Elizabeth (Betty) J. Sward by Deed recorded as Skagit County Auditor's File No. 200307100092.

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Parcel "B"

Government Lot 3, Section 30, Township 34 North, Range 4 East, W.M., EXCEPT the West 330 feet thereof.

Parcel "C"

The South 1/2 of Government Lot 4; the Northeast 1/4 of Government Lot 4 and the South 16.5 feet of the Northwest 1/4 of Government Lot 4 all in Section 30, Township 34 North, Range 4 East, W.M.;

ALSO that portion of the Southeast 1/4 of the Southwest 1/4 of Section 30, Township 34 North, Range 4 East, W.M., described as follows:

BEGINNING at the Southwest corner of said subdivision;
thence North along the West line thereof 20 feet;
thence South 45° East to a point on the South line of said Section, 20 feet East of the POINT OF BEGINNING;
thence West to the POINT OF BEGINNING.

ALSO the Northwest 1/4 of the Northeast 1/4 of the Northwest 1/4, Section 31, Township 34 North, Range 4 East, W.M.

ALL OF THE ABOVE PARCELS BEING SUBJECT TO AND TOGETHER WITH easements, reservations, restrictions, covenants, liens, leases, court causes and other instruments of records.

Situate in the City of Mount Vernon, County of Skagit, State of Washington.



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LISSER & ASSOCIATES, PLLC

320 Milwaukee St, PO Box 1109, Mount Vernon WA 98273 (360) 419-7442 FAX (360) 419-0581

Exhibit "B"

Tracts 1 through 13 (inclusive), Tracts 19 through 22 (inclusive) and Tracts 28 through 40 (inclusive) as depicted on that certain Record of Survey map recorded under Skagit County Auditor's File No. 200701260137.

Situate in the City of Mount Vernon, County of Skagit, State of Washington.



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320 Milwaukee St, PO Box 1109, Mount Vernon WA 98273 (360) 419-7442 FAX (360) 419-0581

That certain four (4) page Record of Survey map recorded under Skagit County Auditor's File No. 260701260137. The map shown hereon is for representational purposes only.



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