

When recorded return to:

Skagit County
Planning and Development Services
1800 Continental Place
Mount Vernon, WA 98273



200708220073

Skagit County Auditor

8/22/2007 Page 1 of 24 2:24PM

SKAGIT COUNTY

Contract # C20070487

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DEED OF NATURAL RESOURCE LAND EASEMENT

THIS DEED OF NATURAL RESOURCE LAND EASEMENT (Easement) is granted this 20th day of August 2007, by Jerry & Lurline Hammer (Grantor) to Skagit County, a political subdivision of the State of Washington.

I. RECITALS

P36123 10/35/4

A. Owner. Grantor is the sole owner in fee simple, subject to certain outstanding rights as described in Exhibit C (Existing Title Exceptions) attached to and made a part of this Easement by this reference, of that certain real property (the Land) in Skagit County, Washington legally described in Exhibit A (Legal Description) attached to and made a part of this Easement by this reference.

B. Conservation and Reserve Development—Natural Resource Land Easement. On September 20, 2005, Grantor applied to Skagit County to subdivide the Land pursuant to Skagit County's Conservation and Reserve Development (CaRD) program, SCC 14.18.300-330. The CaRD program is an alternative method for land divisions that promotes clustering of development rights and conservation of open space. Through submittal of a CaRD application, residential lots up to one acre in size may be created on the original parcel, subject to the density restriction of the particular zoning district, and the balance of the acreage not included shall be reserved in one or more of the following open space designations: Open Space Preservation Area (Os-PA), Open Space Natural Resource Land (Os-NRL), Open Space Urban Reserve (Os-UR), Open Space Rural Open (Os-RO), Open Space Recreational/Amenities (OS-RA), Open Space Reserve (Os-RSV). The resulting open space designations are determined under the CaRD provisions of the Skagit County Code. SCC 14.18.310. Because all or a portion of Grantor's Land is designated natural resources land (RRc-NRL, Ag-NRL, IF-NRL, or SF-NRL), the open space resulting from a CaRD shall be designated either Os-NRL or Os-PA. All land designated Os-NRL pursuant to the CaRD shall be placed in a natural resource land easement (NRLE) and dedicated to Skagit County. Dedication of the Os-NRL must occur at the time Skagit County approves the NRLE application and the NRLE must be completed prior to the finalization of the CaRD.

C. Size/Density:

The Land consists of approximately 40 acres designated Rural Resource and 37 acres designated Rural Reserve, permitting a total density of 11 lots; four (4) lots in the Rural Resource portion of the Land and seven (7) lots in the Rural Reserve portion. See SCC 14.18.310(2) and the accompanying lot size table. The requested and approved density for the Rural Resource portion is two (2) lots and for the Rural Reserve portion is nine (9) lots. The County allows for lots to be moved from resource designated lands to nonresource lands within the plat. The resultant residential lot area is approximately 11 acres and the resultant total designated open space is approximately 66 acres. The approved residential lot areas and open space areas are described and shown in Exhibit B, which is attached to and made a part of this Easement by this reference.

D. Land Subject to Natural Resource Land Easement:

Of the 66.06 acres designated as open space, 35.6 acres are designated Os-NRL and 25.47 acres are designated Os-RA. See Exhibit B. Only the 35.6 acres designated Os-NRL are subject to the NRLE. This Os-NRL land shall be referred to as Open Space Area for purposes of this Easement.

E. Staff Review. Skagit County staff reviewed the application and determined that Grantor's application met the criteria and other requirements under the Skagit County Comprehensive Plan policies and development regulations applicable to the CaRD and NRLE programs.

F. Open Space Functions. For the purposes of this Easement, "Open Space Functions" refers to uses allowed either outright or by special use permit in the zoning district(s) (see Chapter 14.16 SCC, as now adopted, or hereafter amended and codified) pertaining to the subject property; provided, however, that residences, accessory dwelling units, and temporary manufactured homes shall only be within the areas designated as the residential lot area in Exhibit B and on the approved plat. If a use requires a special use permit, the special use permit shall first be obtained from Skagit County. Grantor and Skagit County intend that the Open Space Functions of the Open Space Area will be preserved and maintained by the continuation of land use activities existing at the time of the signing of this NRLE that do not significantly impair or interfere with the Open Space Functions and are or have been allowed under the Skagit County Code.

G. 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.

H. Acceptance. Skagit County agrees, by accepting this grant to honor the intentions of Grantor and to preserve and protect the Open Space Functions of the Open Space Area 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 Natural Resource Lands 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 described in Exhibit C (Permitted Title Exceptions).

B. Conveyance of Real Property. This Deed of Natural Resource Land Easement 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 Section I.E. above until such time as this Easement is terminated 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. Grantor and Skagit County 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 purposes of this Easement, Grantor conveys the following rights to Skagit County:

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

- 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 terms of this 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 purposes of this Easement, and to 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 USES AND ACTIVITIES

Any use of, or activity in, the Open Space Area inconsistent with the purposes 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 purposes 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 Director, Skagit County Planning and Development Services; 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 purposes of this Easement. Grantor must first notify the Director, Skagit County Planning and Development Services 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 applicable zoning district; and in accordance with Section 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 applicable zoning district and consistent with the terms of this Easement.

D. Impervious surface. The total area covered by structures of any kind and impervious surfaces, such as asphalt, concrete or gravel, shall be limited to the lot



coverage requirements for the applicable zoning district, if any, or five (5) percent of the Open Space Area, whichever is more restrictive.

E. Recreation. The following forms of recreation on the Open Space Area: golf courses; commercial use of motorized or mechanized recreational vehicles such as motorcycles, snowmobiles and dune buggies, and athletic fields. Recreational uses may only be permitted insofar as they are consistent with the purposes and terms of this Easement.

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 Open Space Functions of the Open Space Area.

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 purposes of this Easement and that is not prohibited by this Easement.

VII. NOTICE AND APPROVAL

A. Notice.

1. Grantor. Grantor to notify Skagit County and 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 requirement includes any activities proposed for the Open Space Area which are not addressed through the 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 purposes of this Easement. Whenever such notice is required, Grantor shall notify the Director of the Skagit County Planning and Development Services (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 purposes of this Easement.

2. Skagit County. The general monitoring provision, subsection IV.B.1, of this Easement requires Skagit County to give notice to the Grantor prior to undertaking certain activities within the Open Space Area. 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 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 purposes 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 withheld within the time period and manner set forth above 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:

Jerry and Lurline Hammer
4040 Mt. Baker Hwy.
Everson, WA 98247



To Skagit County:

Skagit County
Planning and Development Services
1800 Continental Place
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 purposes 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 to discuss the dispute and attempt its 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 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; and

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 zoned RRc-NRL 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 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 purposes 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 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.



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Skagit County Auditor

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XI. RECORDATION

Skagit County shall record this instrument in a 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 Land. Any subsequent transfer of interest in the Land 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 purposes of this Easement. Any such modification shall be in writing, signed by all parties and recorded in the official records of Skagit County, Washington.

XV. DURATION AND TERMINATION

Under this program, the dedication of the Open Space Area to "Open Space-Natural Resource Lands (OS-NRL)" may only be extinguished upon a declaration in a court of competent jurisdiction finding that the land no longer has long term commercial significance for the production of food, agricultural products, timber or extraction of minerals or by a change in the Comprehensive Plan Map designation and then only after all of the required criteria are successfully applied allowing for such a change. (See Section 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 at such time that the Land no longer has long-term commercial significance for the production of food, agriculture products, timber or extraction of minerals and the land designation of the property is changed on the Comprehensive Plan Map to a non-natural resource lands (NRL) land designation. In the case of lands zoned Ag-NRL and IF-NRL, restrictions defined in this Easement the finding that it is no longer possible to commercially use the Land for the production of food, agriculture products, timber, or extraction of minerals shall be made by a court of competent jurisdiction



Upon termination of this easement, Skagit County shall grant a 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 effecting the purposes 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 purposes 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.

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.

XVII. SCHEDULE OF EXHIBITS

- A. Legal Description of the Land.
- B. Drawing and Area Photograph of NRLE
- C. Existing Title Exceptions.

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

IN WITNESS WHEREOF, the undersigned executes this Deed of Natural Resource Land Easement this _____ day of _____, 2007.

(grantor's name, if individual)

ACKNOWLEDGEMENT

State of Washington)
County of Skagit) ss.
County of Skagit)

I certify that I know or have satisfactory evidence that _____
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: _____

(Signature)

(Title)

Residing in _____

My appointment expires _____

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

AUG 22 2007

Amount Paid \$ ☒
By Skagit Co. Treasurer Deputy

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Skagit County Auditor

IN WITNESS WHEREOF, the undersigned executes this Deed of Natural Resource Land Easement this _____ day of _____, 2007.

(Signature)

(Printed Name)

(Title)
(corporation's name, Inc.)

Corporate seal:

State of Washington)
) ss.
County of Skagit)

On this _____ day of _____, 2007, before me personally appeared _____, to me known to be the _____ (indicate president, vice president, secretary, treasurer, or other authorized officer or agent) of the _____, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

(Signature)

(Title)

Residing in _____

My appointment expires _____

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IN WITNESS WHEREOF, the undersigned execute this Deed of Natural Resource Land Easement this 7th day of August, 2007.

[Signature]
(husband)

[Signature]
(wife)

ACKNOWLEDGEMENT

State of Washington)
) ss.
County of Skagit)


I certify that I know or have satisfactory evidence that Jerry Hammer + Lusline Hammer and _____ are the persons who appeared before me, and said persons each acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: August 7, 2007



Cyndra E. Neufeld
(Signature)
Notary (Title)
Residing in Sumas
My appointment expires Nov. 13, 2007

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SKAGIT COUNTY hereby accepts the above Deed of Natural Resource Lands Easement.

Dated this 20th day of August, 2007.

SKAGIT COUNTY BOARD OF COMMISSIONERS
SKAGIT COUNTY, WASHINGTON

Sharon D. Dillon
Sharon D. Dillon, Chair



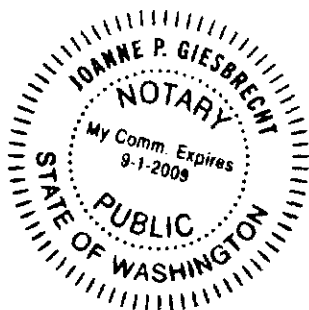
Don Munks
Don Munks, Commissioner

Kenneth A. Dahlstedt
Kenneth A. Dahlstedt, Commissioner

State of Washington)
) ss.
County of Skagit)

I certify that I know or have satisfactory evidence that Sharon D. Dillon and Don Munks and Kenneth A. Dahlstedt is/are the person(s) who appeared before me, and said person(s) acknowledged that he and/or she signed this instrument, on oath stated that he and/or she was authorized to execute the instrument, and acknowledged it as a member of the Board of Commissioners of Skagit County to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: August 20, 2007




Joanne Giesbrecht
(Signature)
Clerk of the Board
(Title)
Residing in Nt. Verno
My appointment expires 09-01-09

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Attest:



JoAnne Giesbrecht
Clerk of the Board


Approved as to content:


Gary Christensen,
Director, Planning and Development Services

Approved as to Form:


Jill M. Olson
Civil Deputy Prosecuting Attorney


Billie Kadrmas,
Risk Manager


Trisha Logue,
Budget Director


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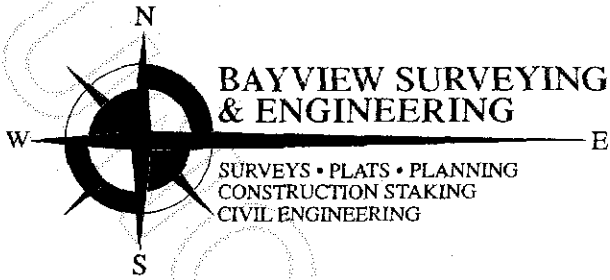
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**EXHIBIT A
LEGAL DESCRIPTION**

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June 29, 2007

Legal Description for Natural Resource Land Easement

A portion of the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ and of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 10, Township 35 North, Range 4 East of the Willamette Meridian, described as follows:

Tracts A, E, and F as shown on Sheet 4 of 6 sheets, Plat of Avalon Heights.

Containing 35.67 Acres.

Situate in Skagit County, Washington.

Avalon Heights 2006-58

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EXHIBIT B
DRAWING AND AREA PHOTOGRAPH OF NRLE

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 NRLE

AVALON HEIGHTS
NRLE AERIAL PHOTO



PLAT OF AVALON HEIGHTS
A PORTION OF SECTION 10, TOWNSHIP 35 NORTH, RANGE 4 EAST W.M.,
SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.



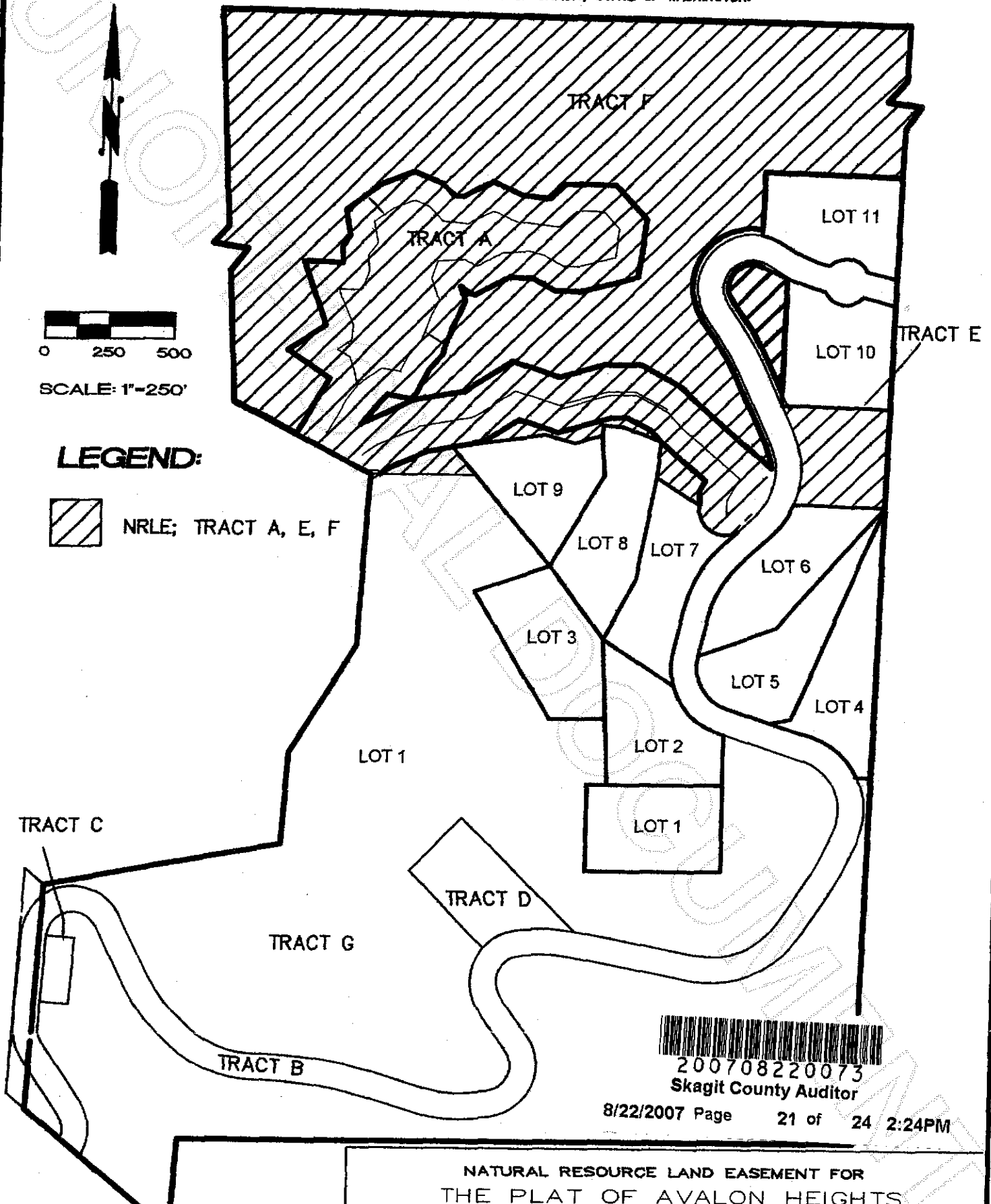
0 250 500

SCALE: 1"=250'

LEGEND:



NRLE; TRACT A, E, F



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NATURAL RESOURCE LAND EASEMENT FOR
THE PLAT OF AVALON HEIGHTS

SECTION 10, TOWNSHIP 35 NORTH, RANGE 4 EAST, W.M.
SITUATE IN SKAGIT COUNTY, WASHINGTON.

DWN BY: EDERER DATE: 07/02/07

FIELD BOOK: PAGE:



BAYVIEW SURVEYING & ENGINEERING INC.
130 SHARON AVENUE, BURLINGTON, WA 98233
(360) 707-2580 FAX (360) 757-3878 Hal@bayviewse.com

SCALE 1"= 100'

JOB NO: 2004-96

**EXHIBIT C
EXISTING TITLE EXCEPTIONS**

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EXCEPTIONS:

- 2
- A. A NON-EXCLUSIVE EASEMENT AFFECTING THE PORTION OF SAID PREMISES AND FOR THE PURPOSES STATED HEREIN, AND INCIDENTAL PURPOSES, AS RESERVED IN INSTRUMENT HEREIN SET FORTH. *Note Added to Mylar Sheet # 2, 06-28-07*

For: Ingress, egress and utilities
Reserved by: Gordon E. Bishop and Mary K. Bishop,
husband and wife
Instrument: Recorded June 13, 1994 under Auditor's
File No. 9406130088
Affects: On and along that certain existing
driveway near the West line of said Parcel
"B"

Said easement is personal unto the grantors, or either of them, and does not run with the land to heirs, administrators or assigns.

B. RESTRICTIONS CONTAINED IN DEED AND THE TERMS AND CONDITIONS THEREOF:

Recorded: June 13, 1994
Auditor's No.: 9406130087
As Follows:

"This deed is for the purpose of aggregating the property described on attached Exhibit "A" to certain adjoining real estate owned by grantees which is described as "The Northeast ¼ of the Southwest ¼ of Section 10, Township 35 North, Range 4 East, W.M., Skagit County, Washington", as shown on survey map attached as Exhibit "B", by this reference made a part hereof. The land described on said Exhibit "A" does not constitute a legal lot for building purposes.
(Affects Parcel "B")

- C. The effect, if any, of a Survey recorded November 23, 1994, under Auditor's File No. 9411230101.

D. TERMS AND CONDITIONS OF ORDER ON WAIVER OF DEVELOPMENT MORATORIUM:

Recorded: June 16, 2003
Auditor's No.: 200306160260

- E. Terms and Conditions contained in Easement executed by Mary K. Bishop, dated and recorded June 17, 2005, under Skagit County Auditor's File No. 200506170166.

F. LOT CERTIFICATION AND THE TERMS AND CONDITIONS THEREOF:

Recorded: October 27, 2005
Auditor's File No.: 200510270159

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EXCEPTIONS CONTINUED:

G. LOT CERTIFICATION AND THE TERMS AND CONDITIONS THEREOF:

Recorded: October 27, 2005
Auditor's File No.: 200510270160

H. TITLE NOTIFICATION, AND THE TERMS AND CONDITIONS THEREOF:

Between: Skagit County
And: Jerry Hammer
Recorded: June 21, 2006
Auditor's File No.: 200606210130
Regarding:

This parcel lies within an area or within 500 feet of land designated as natural resource land (agricultural, forest or mineral resource land of long-term commercial significance) by Skagit County. A variety of natural resource land commercial activities occur or may occur in the area that may not be compatible with non-resource uses and may be inconvenient or cause discomfort to area residents. This may arise from the use of chemicals; or from spraying, pruning, harvesting or extraction with associated activities, which occasionally generates traffic, dust, smoke, noise, and odor. Skagit County has established natural resource management operations as a priority use on designated natural resource lands, and area residents should be prepared to accept such incompatibilities, inconveniences or discomfort from normal, necessary natural resource lands operation when performed in compliance with best management practices and local, state and federal law. In the case of mineral lands, application might be made for mining-related activities including extraction, washing, crushing, stockpiling, blasting, transporting and recycling of minerals. If you are adjacent to designated natural resource lands, you will have setback requirements from designated natural resource lands consistent with SCC 14.16.810.

- I. Declaration of covenants and the terms and conditions thereof, preventing certain practices in the use of that portion of the property lying within 100 feet from a well, as disclosed by instrument recorded July 19, 2006, under Auditor's File No. 200607190067.

J. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

Added note to Mylar Sheet No. 2, 06-28-07

Grantee: Puget Sound Energy, Inc., a Washington Corporation
Purpose: The right to construct, operate, maintain, repair, replace and enlarge an underground electric transmission and/or distribution system

Area Affected: A strip of land ten (10) feet in width with five (5) feet on each side of the centerline of grantee's facilities as now constructed, to be constructed, extended or relocated lying within the above described parcel

Dated: July 11, 2006
Recorded: July 26, 2006
Auditor's No.: 200607260046



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