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Skagit County Auditor

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200710230067  
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Return Address:  
Seaward Investments, LLC  
P. O. Box 98  
Mount Vernon, Washington 98273

RE-RECORD TO CORRECT NAME OF SEAWARD INVESTMENTS, INC.,  
a Washington corporation

Document Title(s):

GUARDIAN NORTHWEST TITLE CO.

B92423E-2

QUIT CLAIM DEED CONVEYING TRANSFERABLE DEVELOPMENT RIGHTS  
(TDRs)

ACCOMMODATION RECORDING ONLY

Grantors(s):

INC.

corporation

1. SEAWARD INVESTMENTS, LLC, a Washington/limited liability company

2.

3.

Grantee(s)

1. JOE WOODMANSEE & KIM WOODMANSEE, husband and wife

2.

3.

Legal Description:

1. Ptn Gov Lot 3, S30 T34N, R4E, W.M.

2. Additional legal description is on Exhibit A of this document

Assessor's Property Tax Parcel or Account Number at the Time of Recording

P28779, P29293, P28784, P28780, P28764 &

P28776

Reference Numbers of Documents Assigned or Released:

**DEED OF AND AGREEMENT RELATING TO  
DEVELOPMENT RIGHTS**

**THIS DEED AND AGREEMENT** is/made this 22<sup>nd</sup> day of October, 2007, **BY AND BETWEEN** SEAWARD INVESTMENTS, INC., a Washington corporation, a limited-liability company, hereinafter referred to as "Grantors," and JOE WOODMANSEE & KIM WOODMANSEE, husband and wife, hereinafter referred to as "Grantee."

**WHEREAS:**

The Grantors are the present owners of the lands described in Exhibit A which is attached hereto and incorporated herein by reference (the "Land").

The Grantors recognize that the Land is Residential/Agricultural ("RA") land and has been identified as a sending site as defined in Mount Vernon Municipal Code 17.119, and they desire to preserve land devoted to agricultural and open space uses.

The Grantors are willing to grant and convey to the Grantee a portion of the Development Rights in the Land as such rights are defined in Mount Vernon Municipal Code 17.119 (said rights being the interest in and the right to use and subdivide land for any and all residential, commercial, and industrial purposes and activities which are not incident to agricultural and open space uses), on the terms and conditions and for the purposes hereinafter set forth. The Grantee is willing to purchase a portion of the Development Rights in the Land and accept this instrument of conveyance.

The Grantee has determined that the acquisition by the Grantee of Development Rights in Residential/Agricultural ("RA") land will benefit the public through the preservation of property devoted to agricultural uses.

The grant and conveyance of Development Rights by the Grantors to the Grantee will preserve the Land for activities consistent with agricultural uses in perpetuity in accordance with the specific terms and conditions hereinafter set forth.

**NOW THEREFORE WITNESSETH**, that the Grantors, for and in consideration of Ten Dollars and other good and valuable consideration paid to the Grantors by the Grantee, the receipt and sufficiency of which is hereby acknowledged, and the Grantors being therewith fully satisfied, do by these presents convey and quit claim unto the Grantee forever seventy (70) Development Rights in respect to the Land, which is legally described in Exhibit A, and hereby perpetually binding the Land to the restrictions limiting permitted activities to agricultural and open space uses as specifically delineated in those certain Conservation Easements for the Land, dated January 19, 2007 and October 5, 2007 and recorded under Skagit County Auditor's File No. 200701260138 and 200710080100.



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By signing this deed and having it recorded or allowing it to be recorded, the Grantor extinguishes seventy (70) Transferable Development Rights conveyed by this deed and previously granted by the City of Mount Vernon, Washington to the real property described in Exhibit A attached hereto and incorporated herein by this reference as if set forth in full. The Grantor warrants that the City of Mount Vernon has certified that seventy (70) of the Transferable Development Rights, as defined in Chapter 17.119 of the City of Mount Vernon, Washington's municipal code or its successor, were originally attached to the real property legally described in Exhibit A of which the Grantor had previously conveyed the appropriate conservation easement to the City or City approved entity which sufficiently limits development of the Land in perpetuity as of the date of this document. The recording reference number of the conservation easements recorded on the real estate which is legally described on Exhibit A are 200701260138 and 200710080100.

The Grantors and Grantee further agree that the Development Rights may only be used on real property identified as a receiving site as defined in Chapter 17.119 of the City of Mount Vernon, Washington's municipal code or its successor.

The Grantors and Grantee hereby agree that the Land shall be bound by and permanently subject to the following restrictive covenants, terms, and conditions. None of these covenants, terms, and conditions shall be construed as allowing a use that is not otherwise permitted by applicable state and local laws, codes, standards, and ordinances.

#### **RESTRICTIONS ON USE OF THE LAND**

The Grantors and Grantee hereby agree that the Land shall be bound by and permanently subject to the conservation easements recorded on the Land under Skagit County Auditor's File Nos. 200701260138 and 200710080100 and incorporated herein by this reference.

#### **ADDITIONAL COVENANTS AND AGREEMENTS**

The Grantors and Grantee further agree as follows:

**Covenant Against Encumbrances.** The Grantors covenant that they have not done or executed, or allowed to be done or executed, any act, deed, or thing whatsoever whereby the Development Rights hereby conveyed, or any part thereof, now or at any time hereafter, will or may be charged or encumbered in any manner or way whatsoever.

**No Alteration or Amendment.** The terms, conditions, restrictions, and covenants contained herein shall not be altered or amended unless such alteration or amendment shall be made with the written consent of the Grantee, or its successors or assigns, and any such alteration or amendment shall be consistent with the purposes of Mount Vernon Municipal Code 17.119, as heretofore or hereafter amended.

**Restrictions Binding on Successors.** The Grantors and Grantee agree that the terms, conditions, restrictions, and covenants contained herein shall be binding upon the Grantors, their agents, personal representatives, heirs, assigns, and all other successors in interest to the Land and possessors of the Land, and shall be permanent terms, conditions, restrictions,



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covenants, servitudes, and easements running with and perpetually binding the Land.

**Transfer of Rights by Grantee.** The Grantee agrees that the Development Rights to the Land shall not be sold, given, divested, transferred, or otherwise reconveyed in whole or in part in any manner except as provided in Mount Vernon Municipal Code 17.119, as heretofore or hereafter amended. .

**Condemnation.** All interests in the Land, including but not limited to the Development Rights shall remain subject to any condemnation action as provided by law.

**Severability.** If any section or provision of this instrument shall be held by any court of competent jurisdiction to be unenforceable, this instrument shall be construed as though such section or provision had not been included in it, and the remainder of this instrument shall be enforced as the expression of the parties' intentions. If any section or provision of this instrument is found to be subject to two constructions, one of which would render such section or provision invalid, and one of which would render such section or provision valid, then the latter construction shall prevail. If any section or provision of this instrument is determined to be ambiguous or unclear, it shall be interpreted in accordance with the policies and provisions expressed in Mount Vernon Municipal Code 17.119

**IN WITNESS WHEREOF,** the parties have hereunto set their hand and seals the day and year first above written.

GRANTOR

GRANTEE

SEAWARD INVESTMENTS, INC.

By: *Jeanne Crannell*  
JEANNE CRANNELL  
Its Vice President/General Manager

*Joe Woodmansee*  
JOE WOODMANSEE

4954/  
SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

OCT 28 2007

Amount Paid \$ 17,121.30  
By Skagit Co. Treasurer Deputy  
mt a m

*Kim Woodmansee* *Per*  
KIM WOODMANSEE

5595 *Per*  
SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

DEC 11 2007

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

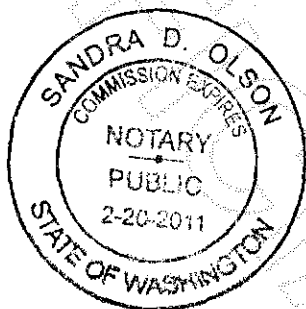


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State of Washington )  
 ) ss  
County of Skagit )

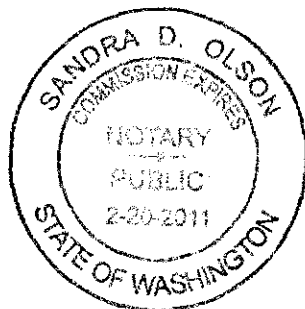
I certify that I know or have satisfactory evidence that JEANNE CRANNELL is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the VICE PRESIDENT / GENERAL MANAGER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



Dated: 10-22-07  
Sandra D. Olson  
(Signature)  
NOTARY PUBLIC  
SANDRA D. OLSON  
Print Name of Notary  
My appointment expires: 2-20-2011

State of Washington )  
 ) ss  
County of Skagit )

I certify that I know or have satisfactory evidence that JOE WOODMANSEE is the person who appeared before me and said person 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: 10-20-07  
Sandra D. Olson  
(Signature)  
NOTARY PUBLIC  
SANDRA D. OLSON  
Print Name of Notary  
My appointment expires: 2-20-2011

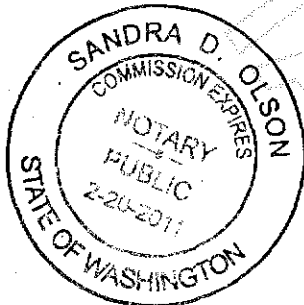


STATE OF WASHINGTON, }  
County of Skagit } ss.

ACKNOWLEDGMENT - Attorney in Fact

On this 22nd day of October, 2007, before me personally appeared Kimberly Ann Wilson to me known to be the individual who executed the foregoing instrument as Attorney in Fact for Kimberly Ann Wilson and acknowledged that (he/she) signed the same as (his/her) free and voluntary act and deed as Attorney in Fact for said principal for the uses and purposes therein mentioned, and on oath stated that the Power of Attorney authorizing the execution of this instrument has not been revoked and that said principal is now living and is not insane.

GIVEN under my hand and official seal the day and year last above written.



Sandra D. Olson  
Notary Public in and for the State of Washington,  
residing at 1511 1st St NW

My appointment expires 2-20-2011



Exhibit "A"

Tracts 1 through 13 (inclusive), 19 through 22 (inclusive), 28 through 40 (inclusive), 41 through 45 (inclusive), as depicted on that certain Record of Survey map recorded under Skagit County Auditor's File No. 200701260137.

All being a portion of the following described property:

**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  $1^{\circ}36'30''$  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  $89^{\circ}57'21''$  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  $89^{\circ}57'21''$  East along the centerline of said County Road a distance of 200 feet;  
thence South  $2^{\circ}01'24''$  West a distance of 150 feet;  
thence North  $89^{\circ}57'21''$  West a distance of 200 feet;  
thence North  $2^{\circ}01'24''$  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  $1^{\circ}36'30''$  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  $89^{\circ}57'21''$  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  $2^{\circ}01'24''$  West 230 feet;  
thence North  $89^{\circ}57'21''$  West 220 feet;  
thence North  $2^{\circ}01'24''$  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  $89^{\circ}57'21''$  East 28.41 feet, more or less, to the Southeast corner of said Williamson tract;  
thence North  $2^{\circ}01'24''$  East along the East line of said Tract 150 feet to the centerline of the aforementioned County Road;  
thence South  $89^{\circ}57'21''$  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.



**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.

