

When recorded return to:  
Skagit County Farmland Legacy Program  
1800 Continental Place  
Mount Vernon, WA 98273



5/6/2010 Page 1 of 9 9 10:07AM

LAND TITLE OF SKAGIT COUNTY  
131678-SE

Grantor: Garritt E. and Sheryl L. Kuiper  
Grantee: Skagit County

SKAGIT COUNTY  
Amendment # A20100047  
Page 1 of 9

Brief Legal Description: NE ¼ of the SW ¼ and N ½ of the SE ¼ of Section  
11/T34/R03E W.M. 13000 block, Avon Allen Road.

Assessor's Tax ID / Parcel Number: 21465, 21475, 21424, 21476 and 21480

Document Reference: Contract # 20090429  
Conservation Easement Deed 201005060033  
Mortgage 200711160138 Intercreditor Agreement  
200905050087  
**CONSERVATION EASEMENT AMENDMENT**

THIS CONSERVATION EASEMENT AMENDMENT is made this 22 day of March, 2010 by Garritt E. and Sheryl L. Kuiper, husband and wife, to the executed Conservation Easement signed on the 13<sup>th</sup> day of July, 2009 residing, (hereinafter referred to as Grantors), in favor of the Skagit County, a political subdivision of the State of Washington, having an address at Skagit County Farmland Legacy Program, County Administrative Building 1800 Continental Place, Mount Vernon, WA 98273 (hereinafter referred to as "Grantee").

**WHEREAS**, Grantor has previously granted a Conservation Easement on certain real property on July 13, 2009, having Skagit County having Contract # 20090429, hereafter, "Kuiper Conservation Easement,"; and

**WHEREAS**, it is the purpose of this Amendment is to incorporate a Subordination Agreement between People's Bank and the Grantors to be effective at the time of final closing on the easement; and

**WHEREAS**, a new section, Section XVI, will be added to the Kuiper Conservation Easement, which hereby states "At the time of conveyance of this Easement, the Protected Property is subject to that certain mortgage or deed of trust dated November 14, 2007, which was recorded under Auditor's File No. 200711160138 ("Mortgage" or "Deed of Trust") subject to that certain Intercreditor Agreement dated

April 27, 2009, which was recorded under Auditor's File No. 200905050087. The beneficiary of the Mortgage or Deed of Trust has agreed by separate instrument at Exhibit C hereto, which will be recorded concurrently with this Easement, to subordinate its rights in the Protected Property to this Easement to the extent necessary to permit grantee to enforce the Purpose of the Easement in perpetuity and to prevent any modification or extinguishment of this Easement by the exercise of any rights of the beneficiary under the Mortgage or Deed of Trust.; and

**NOW, THEREFORE**, Section XVI. Subordination, and Exhibit C, Subordination Agreement, are added to the Kuiper Conservation Easement and subsequent amended numbering of the following sections is hereby amended to read as follows:

#### **XVI. SUBORDINATION**

At the time of conveyance of this Easement, the Protected Property is subject to that certain mortgage or deed of trust dated November 14, 2007, which was recorded under Auditor's File No. 200711160138 ("Mortgage" or "Deed of Trust") subject to that certain Intercreditor Agreement dated April 27, 2009, which was recorded under Auditor's File No. 200905050087. The beneficiary of the Mortgage or Deed of Trust has agreed by separate instrument at Exhibit C hereto, which will be recorded concurrently with this Easement,\*to subordinate its rights in the Protected Property to this Easement to the extent necessary to permit grantee to enforce the Purpose of the Easement in perpetuity and to prevent any modification or extinguishment of this Easement by the exercise of any rights of the beneficiary under the Mortgage or Deed of Trust.

**\*Conservation Easement Recorded under Auditor File No. 201005060033**

**IN ALL OTHER RESPECTS**, the Kuiper Conservation Easement shall remain in full force and effect. Any provision in the Kuiper Conservation Easement inconsistent with this amendment shall construe to carry out the provisions of this amendment.



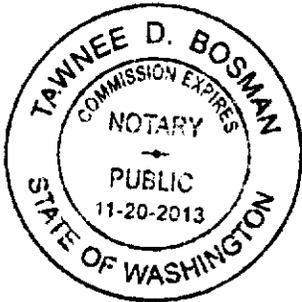
IN WITNESS WHEREOF, the undersigned Grantor has executed this instrument this \_\_\_ day of 2/23, 2010

[Signature]  
Garritt E. Kuiper, Grantor

State of Washington )  
County of Skagit ) ss.

On this day personally appeared before me, Garritt E Kuiper to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as a free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 23<sup>rd</sup> day of FEBRUARY, 2010.



Tawnee D Bosman  
Notary Public in and for said State of Washington

TAWNEE D BOSMAN  
Printed Name

Residing at  
MOUNT VERNON

My commission expires: 11-20-2013

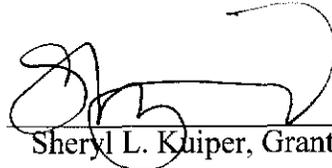
SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

MAY 0 2010

Amount Paid by  
Skagit Co. Treasurer  
By [Signature] Deputy



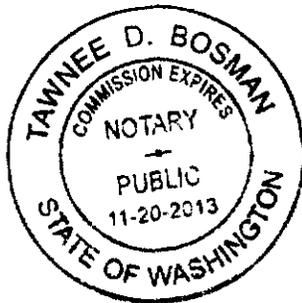
IN WITNESS WHEREOF, the undersigned Grantor has executed this instrument this \_\_\_  
day of 2/23/2010 2010

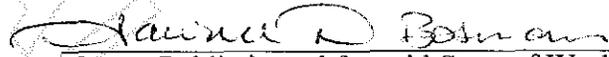
  
\_\_\_\_\_  
Sheryl L. Kuiper, Grantor

State of Washington )  
County of Skagit ) ss.

On this day personally appeared before me, Sheryl L. Kuiper, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as a free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 23<sup>RD</sup> day of FEBRUARY, 2010.



  
\_\_\_\_\_  
Notary Public in and for said State of Washington

TAWNEE D BOSMAN  
Printed Name

Residing at  
MOULT WAGON

My commission expires: 11-20-2013



The BOARD OF COUNTY COMMISSIONERS does hereby accept the above Grant Deed of Conservation Easement.

IN WITNESS WHEREOF, the parties have executed this Agreement this 22 day of March, 2010.

APPROVED:  
SKAGIT COUNTY, WASHINGTON

Sharon D. Dillon  
Sharon D. Dillon, Chair

Ron Wesen  
Ron Wesen, Commissioner

Kenneth A. Dahlstedt  
Kenneth A. Dahlstedt, Commissioner



Recommended:

By: [Signature]  
Department Head

By: Gusta Fogne  
Budget & Finance Director

Approved as to Indemnification:

By: Belle Kadmas 3/12/10  
Risk Manager

Approved as to Form:

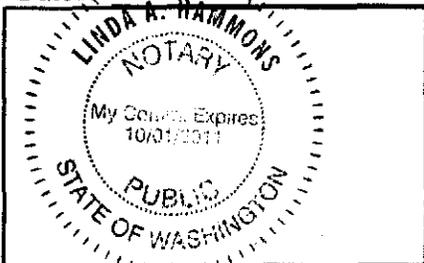
By: [Signature]  
Deputy Prosecuting Attorney

Attest:  
Linda Hammons  
Clerk of the Board

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SKAGIT )

I certify that I know or have satisfactory evidence that Kenneth A. Dahlstedt, Sharon D. Dillon and Ron Wesen are the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the County Commissioners of Skagit County, Washington to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated:



(Use this space for notarial stamp/seal)

Linda Hammons  
Notary Public  
Print Name Linda Hammons  
My commission expires 3.22.2010



## Subordination Agreement

When recorded return to:

Peoples Bank

P.O. Box 233

Lynden, WA 98264

Grantor: Garritt E. Kuipers and Sheryl L. Kuipers  
Grantee: Skagit County

### Legal Description

Abbreviated form: Ptn NE ¼ of SW ¼; Ptn N ½ of SE ¼, 11-34-3 E W.M.  
Additional legal at Exhibit A.

### Assessor's Tax Parcel Numbers:

P21465, aka 340311-3-002-0006 (Parcel A);  
P21480, aka 340311-4-006-0000 (Parcel A);  
P21475, aka 340311-4-001-0005 (Parcel B);  
P21476, aka 340311-4-002-0004 (Parcel B); and  
P21424, aka 340311-0-040-0006 (Parcel C).

### Reference numbers of related/assigned/released documents:

200711160138 and 200905050087 (References to documents appear on page 1)  
201005060 033

## SUBORDINATION AGREEMENT

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER INSTRUMENT.

The undersigned subordinator agrees as follows:

1. Peoples Bank ("Subordinator") is the owner and holder of a mortgage dated November 14, 2007, which was recorded under Auditor's File No. 200711160138, records of Skagit County, subject to that certain Intercreditor Agreement dated April 27, 2009, which was recorded under Auditor's File No. 200905050087, records of Skagit



County. Said mortgage encumbers several additional parcels that are not included in the conservation easement as described in Paragraph 2 below.

2. Skagit County ("Easement Holder") is the holder of a conservation easement dated July 13, 2009, executed by Owners (as hereinafter defined) which will be recorded concurrently with this Subordination Agreement. **Conservation Easement Agreement recorded under Auditor File No 201005060033**

3. Garritt E. Kuipers and Sheryl L. Kuipers, husband and wife, ("Owners") are the owners of all the real property described in the conservation easement identified above in Paragraph 2.

4. In consideration of benefits to Subordinator from Owners, receipt and sufficiency of which is hereby acknowledged, the Subordinator does hereby unconditionally subordinate the lien of the mortgage identified above in Paragraph 1 to the conservation easement identified above in Paragraph 2, to the extent that the lien of said mortgage encumbers those parcels included in said conservation easement; provided, however, that in the event Subordinator, by foreclosure or deed in lieu of foreclosure of its aforesaid mortgage or any modification or refinance thereof, acquires title to the real property described in said mortgage, Subordinator shall have no personal liability to Easement Holder for any money damages arising from any breach of said conservation easement which is caused by the acts or omissions of Owners or anyone else other than Subordinator. For example, Subordinator shall have no liability under the aforesaid conservation easement based upon environmental contamination, if any, of said real property first caused by the acts or omissions of Owners or anyone else other than Subordinator.

5. This Agreement shall be the whole and only agreement between the parties hereto with regard to the subordination of the lien or charge of the mortgage first above mentioned to the conservation easement in favor of Easement Holder above referred to and shall supersede and cancel any prior agreements as to such, or any subordination including, but not limited to, those provisions, if any, contained in the mortgage first above mentioned, which provided for the subordination of the lien or charge thereof to a mortgage to be thereafter executed.

6. The heirs, administrators, assigns and successors in interest of the Subordinator shall be bound by this agreement. Where the word mortgage appears herein it shall also be considered as deed of trust, and gender and number of pronouns considered to conform to undersigned.

***[SIGNATURES ON FOLLOWING PAGE]***





EXHIBIT A

Legal Description

PARCEL "A":

The North ½ of the following described tract:

The Northeast ¼ of the Southwest ¼ and the Northwest ¼ of the Southeast ¼, Section 11, Township 34 North, Range 3 East, W.M., EXCEPT ditch rights of way, AND EXCEPT that portion thereof conveyed to the State of Washington for highway purposes by deed dated September 22, 1958, and recorded September 30, 1958, under Auditor's File No. 571002.

TOGETHER WITH AND SUBJECT TO a non-exclusive easement for ingress, egress and utilities over and across the East 20 feet of that portion of the Northwest ¼ of the Southeast ¼ lying South of the above described tract, and also over and across the South 20 feet of the Northeast ¼ of the Southeast ¼, all in Section 11, Township 34 North, Range 3 East, W.M., EXCEPT road and ditch rights of way.

Situate in the County of Skagit, State of Washington.

PARCEL "B":

That portion of the North 330 feet of the Northeast ¼ of the Southeast ¼ of Section 11, Township 34 North, Range 3 East, W.M., lying Southerly of the State Highway as conveyed by deed recorded November 21, 1957, under Auditor's File No. 558698, EXCEPT road along the East line of said subdivision.

Situate in the County of Skagit, State of Washington.

PARCEL "C":

The South 655.5 feet of the North 985.5 feet of the West 660 feet of the Northeast ¼ of the Southeast ¼ of Section 11, Township 34 North, Range 3 East, W.M.

Situate in the County of Skagit, State of Washington.