



201403180053

Skagit County Auditor \$76.00  
3/18/2014 Page 1 of 5 2:58PM

After recording return to:

Skagit County Farmland Legacy Program  
Skagit County Commissioners Administration Building  
1800 Continental Place  
Mount Vernon WA 98273

### Amendment to Grant Deed of Conservation Easement

Reference No (AFN): 200706200013

Grantors: **Dick and Olga Vanderkooy, husband and wife**  
16026 Calhoun Rd, Mount Vernon WA 98273

**Garritt and Sheryl Kuipers, husband and wife**  
19020 Beaver Marsh Rd, Mount Vernon WA 98273

Grantee: **Skagit County, a political subdivision of the State of Washington**  
Skagit County Farmland Legacy Program  
Skagit County Commissioners Administration Building  
1800 Continental Place  
Mount Vernon WA 98273

Legal Description: The East 330 feet of the East 1/2 of the Northwest 1/4 of the Southeast 'A of Section 3, Township 33 North, Range 3 East, W.M., EXCEPT the North 5 feet for ditch right of way. TOGETHER WITH the East 330 feet of the East 1/2 of the Southwest 1/4 of the Southeast 1/4 of Section 3, Township 33 North, Range 3 East, W.M., EXCEPT for the North 10 feet for ditch right of way. AND TOGETHER WITH the East 330 feet of the East 1/2 of Lot 3, Section 10, Township 33 North, Range 3 East, W.M., EXCEPT County road and dike right of way. Situate in the County of Skagit, State of Washington.

Assessor's Property Number(s): P15359 and P15363

Size of Protected Property: 25.34 acres

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

MAR 18 2014

Amount Paid \$  
Skagit Co. Treasurer  
By *MB* Deputy

## Background

1. Grantor Vanderkooy executed the Conservation Easement referenced above in favor of Grantee.
2. After executing the Conservation Easement, Grantor Vanderkooy adjusted the boundary of the underlying parcel with a neighboring parcel owned by Kuipers. As a result, two parcels are now within the boundary of the Conservation Easement's "Protected Property" (that physical area encumbered by the easement, as defined in the original easement) and the Conservation Easement therefore encumbers both Vanderkooy's parcel and a portion of Kuipers's parcel.
3. Dividing ownership of the land beneath the easement is arguably prohibited by the Conservation Easement, and raises questions about how the Conservation Easement's impervious surface limit is to be allocated among multiple property owners.
4. The parties have agreed to amend the Conservation Easement to remove the language requiring extension of the easement onto "new land gained through a boundary line adjustment" to resolve these existing questions and eliminate ambiguity for future use of the property under the terms of the Conservation Easement.

## Terms of Amendment

*Section VI.B., Subdivision and Development Rights, is amended to read as follows:*

### **VI.B. Conveyance, Subdivision, Protected Property Boundary, and Development Rights:**

1. Any legal or *de facto* division, subdivision, partition, planned unit development, or conveyance of the Protected Property into separate lots, parcels, or ownership is expressly prohibited.
2. A boundary line adjustment of a parcel encumbered by this Conservation Easement may be allowed only if this Conservation Easement is amended, with the consent of Grantee, to address any issues related to division of ownership of the Protected Property, including reallocation of impervious surface.
3. The boundary of the Protected Property may be adjusted only by amendment of this Conservation Easement.
4. Any and all development rights assigned to or associated with the Protected Property are hereby expressly terminated and extinguished. Grantor may not exercise its development rights in the Protected Property, transfer such development rights to any other portion of the Protected Property as it is now or hereafter may be bounded or described or to any other property adjacent to the Protected Property or otherwise, nor use such development rights or the area of the Protected Property for the purpose of calculating permissible lot yield of the Protected Property or any other property.

*Section VI.D., Impervious Surface, is amended to read as follows:*

### **VI.D. Impervious Surface**

1. The total area covered by structures of any kind and impervious surfaces, such as rooftops, asphalt, gravel, or concrete, is limited to no more than 2% of the area of the Protected Property.
2. The 2% limit is allocated between the parcels as follows: For parcel P15359, impervious surface is limited to 2% of the area of the Protected Property. For parcel P15363, impervious surface within the Protected Property boundary is limited to 0% of the area of the Protected Property.



201403180053

IN WITNESS WHEREOF, the undersigned Grantor(s) have executed this instrument.

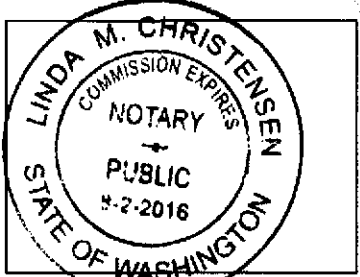
Dick Vanderkooy  
Dick Vanderkooy

1-29-2014  
Date

State of Washington  
County of Skagit

I certify that I know or have satisfactory evidence that Dick Vanderkooy 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: 1-29-2014



(Notary seal or stamp above)

Linda M Christensen  
Signature of Notary Public

Linda M Christensen  
Printed Name of Notary Public

My appointment expires 8-2-2016

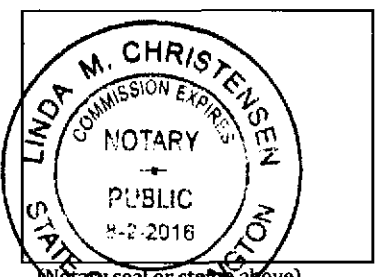
Olga Vanderkooy  
Olga Vanderkooy

1-29-2014  
Date

State of Washington  
County of Skagit

I certify that I know or have satisfactory evidence that Olga Vanderkooy is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 1-29-2014



(Notary seal or stamp above)

Linda M Christensen  
Signature of Notary Public

Linda M Christensen  
Printed Name of Notary Public

My appointment expires 1-29-2014



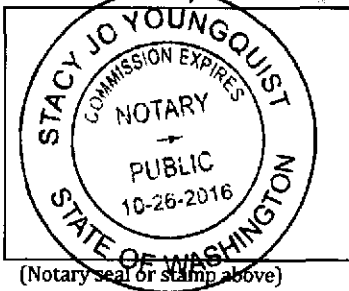
[Signature]  
Garritt Kuipers

1-29-14  
Date

State of Washington  
County of Skagit

I certify that I know or have satisfactory evidence that Garritt Kuipers 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: 1/29/14



[Signature]  
Signature of Notary Public  
STACY YOUNGQUIST  
Printed Name of Notary Public  
My appointment expires 10/26/16

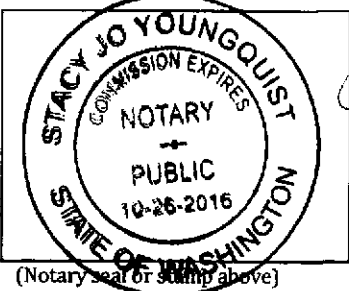
[Signature]  
Sheryl Kuipers

1-29-14  
Date

State of Washington  
County of Skagit

I certify that I know or have satisfactory evidence that Sheryl Kuipers is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 1/29/14



[Signature]  
Signature of Notary Public  
STACY YOUNGQUIST  
Printed Name of Notary Public  
My appointment expires 10/26/16



The Skagit County Board of Commissioners does hereby accept the above amendment to the Conservation Easement this 17 day of March, 2014.

**Board of County Commissioners  
Skagit County, Washington**

Recommended:

[Signature]  
Department Head

Approved as to form:

[Signature]  
Civil Deputy Prosecuting Attorney

Approved as to indemnification:

[Signature]  
Risk Manager

Approved as to budget:

[Signature]  
Budget and Finance Director

[Signature]

Ron Wesen, Chair

[Signature]

Kenneth A. Dahlstedt, Commissioner

[Signature]

Sharon D. Dillon, Commissioner

Attest:

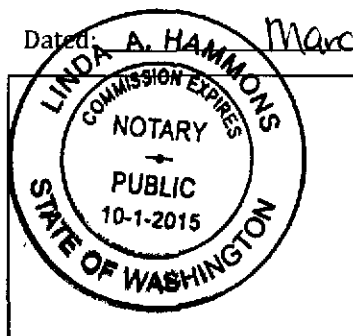
[Signature]

Clerk of the Board

State of Washington  
County of Skagit

I certify that I know or have satisfactory evidence that Ron Wesen, Kenneth A. Dahlstedt, and Sharon D. Dillon 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 to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: March 17, 2014



(Notary seal or stamp above)

[Signature]  
Signature of Notary Public

Linda Hammons  
Printed Name of Notary Public

My appointment expires 10-1-2015

