

When recorded return to:

Skagit Land Trust
PO Box 1017
Mt. Vernon, WA 98273



201412100075

Skagit County Auditor

\$114.00

12/10/2014 Page

1 of

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SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

20144685

DEC 10 2014

Amount Paid \$ 3921⁰⁰
Skagit Co. Treasurer
By *MF* Deputy

Grantor: Kenneth and Velma Perrigoue

Grantee: Skagit Land Trust

Brief Legal Description: A ptn of E 1/2 SW 1/4 & ptn of Gov Lot 7, & all of SW 1/4 SE 1/4,
28-35-10 E.W.M.

Full legal description shown in Exhibit A.

Assessor's Tax Parcel Numbers:

P45601 / 351028-0-007-0008; P45603 / 351028-0-008-0007; P45606 / 351028-0-010-0102;
P45613 / 351028-3-005-0004; 45615 / 351028-4-001-0006

GRANT DEED OF CONSERVATION EASEMENT

THIS GRANT DEED OF CONSERVATION EASEMENT is made this 10th day of December, 2014 ("Easement"), by Kenneth Perrigoue, who also appears of record as Kenneth C. Perrigoue, and Velma Perrigoue, who also appears of record as Velma R. Perrigoue, husband and wife, residing at 56533 Martin Ranch Road, Rockport, WA 98283 ("Grantor"), in favor of the Skagit Land Trust, a Washington nonprofit corporation qualified to do business in Washington, having an address at P. O. Box 1017, Mt. Vernon, WA 98273 ("Grantee"). Grantor and Grantee are collectively referred to herein as the "Parties".

LAND TITLE OF SKAGIT COUNTY

150250-S

I. RECITALS

A. Grantor is the owner in fee of that certain real property inclusive of all standing and down timber (hereinafter referred to as "Protected Property"), situated on Illabot Creek east of the town of Rockport, in Skagit County, State of Washington, more particularly described in Exhibit A (legal description) and shown on Exhibit B (site map), and Exhibit F (Baseline Summary), all of which are attached and made part hereof by this reference.

B. The Protected Property represents one of the largest tracts of private land in the lower watershed of Illabot Creek. The Protected Property consists of approximately 99.66 acres that includes both banks of a section of Illabot Creek. For purposes of this Easement, the Protected Property is divided into three (3) Specified-Use Areas, current conditions of which as of the Effective Date of this Easement are described in Baseline Summary and summarized below.

1. *Building Area.* The Building Area is an approximately 15 acre area, shown on Exhibit B and legally described in Exhibit C attached hereto and made a part hereof by this reference, part of which is occupied by a farmhouse and numerous outbuildings associated with agricultural uses and agricultural infrastructure and the remainder of which is in second and third growth mixed lowland forest.

2. *Agricultural Area.* The Agricultural Area is an approximately 70 agricultural area shown on Exhibit B and legally described in Exhibit D attached hereto and made a part hereof by this reference. The Agricultural Area is currently in open grassland, most of which has been managed as pasture for grazing.

3. *Riparian Restoration Area.* The Riparian Restoration Area is an approximately 15 acre riparian habitat area along Illabot Creek, a highly productive tributary of the Skagit River, shown on Exhibit B and legally described in Exhibit E attached hereto and made a part hereof by this reference. For purposes of this Easement, riparian habitat is the land area adjacent to aquatic systems with flowing water that contains elements of both aquatic and terrestrial ecosystems that influence each other and provide habitat for fish and wildlife species. Riparian habitat provides vital functions to aquatic and upland ecosystems including, among others: soil and streambank stability, moderation of stream temperature and reduction of nutrients to the aquatic system. The riparian habitat in the Riparian Restoration Area includes over a half-mile of creek frontage, which reach currently is low gradient and rich in structural diversity, with good pool to riffle ratios, providing ideal spawning and rearing habitat. The stream conditions within the Riparian Habitat Area are currently still good, despite the loss of riparian buffer due to past agricultural grazing close to the stream edge, but would benefit from restoration of the riparian buffer and fencing to exclude cattle from the riparian habitat area.

C. The Protected Property is, as of the Effective Date of this Easement, in 5 contiguous Assessor's tax parcels. Because of its zoning and orientation, the Protected Property could be desirable for residential development, and for other uses inconsistent with conservation. In the absence of this Easement, the Protected Property could be fragmented into separate ownerships through a CaRD (Conservation and Reserve Development) and developed with an additional nine residential sites. Extinguishment of increased residential development potential and additional restrictions in this Easement will eliminate the impacts associated with more intensive residential and recreational land uses and protect the natural character and open-space of the Protected Property and its ecological value.



D. The Protected Property possesses ecological, open space, scenic and forest land values (collectively "Conservation Values") of great importance to Grantor, Grantee, and the people of Skagit County and the State of Washington. The Protected Property enhances the open space character of Skagit County and provides a natural wooded and open space setting that can be enjoyed from Martin Ranch Road, public trails on surrounding mountains, and from the neighboring properties. The Protected Property provides excellent scenic quality, open space, forestland and diversified wildlife habitat that maximizes the number of wildlife species that use the area. Many passerines (song birds), woodpeckers, owls, waterfowl, and raptors use the Protected Property as do coyote, bear, cougar, elk, deer, as well as small mammals and amphibians.

E. The declared policies of Skagit County in the Critical Areas Ordinance of Skagit County (SCC §14.24.20), as adopted July 24, 2000, or as amended, is "to assist in orderly development, conserve the value of property, safeguard the public welfare, and provide for the protection of the quality and quantity of groundwater used for public water supplies (RCW 36.70A.070(1)) and provide protection for the following critical areas. . . . Wetlands, Frequently Flooded Areas . . . and Fish and Wildlife Habitat Conservation Areas. . . . It is the purpose of this Chapter to protect, restore where practical, and enhance fish and wildlife populations and their associated habitats."

F. The Riparian Restoration Area of the Protected Property includes shoreline and floodplain of Illabot Creek. The Washington State legislature in RCW 90.70.001 has recognized "that Puget Sound and related inland marine waterways of Washington State represent a unique and unparalleled resource. A rich and varied range of marine organisms composing an interdependent, sensitive communal ecosystem reside in these sheltered waters." The legislature has further recognized that residents of this region enjoy a way of life centered around the waters of Puget Sound which depends upon a clean and healthy marine resource. Restrictions on the uses of the Protected Property would benefit Illabot Creek, the Skagit River and Puget Sound because of the protection of the riparian woodland in the floodplain, and decreased erosion and siltation due to residential construction.

G. Illabot Creek is a highly productive stream that has six anadromous fish species: Chinook, chum, coho, and pink salmon, native char and steelhead trout. Soekeye salmon have also been occasionally observed in Illabot Creek. Chinook salmon and native char are listed as threatened under the Endangered Species Act, and the stocks of Chinook and steelhead present in Illabot Creek are listed as "Depressed" in the Salmonid Stock Inventory (WDFW and WWTIT 2002). The Skagit Watershed Council, the designated lead entity under Washington State Legislation ESHB 2496, has identified the Protected Property as key habitat for the Puget Sound Chinook and therefore important to restore and protect. In recognition of the importance of the Protected Property, The Washington State Salmon Recovery Funding Board, administered by the Recreation and Conservation Office (RCO-SRFB), has provided state and federal grant funds to assist in securing the Easement on said property (RCO/SRFB Project # 14-1260/ "Illabot Creek Protection and Riparian Restoration").



H. The legislatively declared policies of the State of Washington, in the Revised Code of Washington (hereinafter referred to as "RCW") Chapter 84.34, provide that it is in the best interest of the State to maintain, preserve, conserve and otherwise continue in existence, adequate open-space lands and to assure the use and enjoyment of natural resources, wetlands, farmlands, riparian areas and scenic beauty for the economic and social well-being of the state and its citizens. The Protected Property constitutes "open-space land" as defined in such statute.

I. The specific Conservation Values of the Protected Property are documented in an inventory of relevant features of the Protected Property, dated Dec. 9, 2014 a copy of which is on file at the offices of both Grantor and Grantee, is signed by each party, and is incorporated into this Easement by this reference ("Baseline Documentation"). The Baseline Documentation consists of reports, maps, photographs, and other documentation that provide, collectively, an accurate representation of the Protected Property at the time of this grant and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this grant. Grantor and Grantee further agree that, within twelve (12) months of the execution hereof, a collection of additional Baseline Documentation may be compiled by Grantee, and incorporated herein by this reference. Failure to timely compile the additional Baseline Documentation shall not affect the enforceability or validity of any other provision hereof. A summary of said documentation is contained in Exhibit F ("Baseline / Present Conditions Report Summary"). Any characterization of the timing of this Easement contained in the Baseline Documentation shall not be interpreted so as to alter, amend or otherwise modify this Easement. In any conflict or inconsistency between the terms of this Easement and the Baseline Documentation, the Baseline documentation shall prevail.

J. Grantor intends that the Conservation Values of the Protected Property be preserved and maintained by the continuation of uses and activities on the Protected Property that do not significantly impair or interfere with the Conservation Values. These current and future uses consist of, but are not limited to: (1) a single family residence; barns and outbuildings associated with agricultural uses, and woodlot management within the Building Area; (2) farming in the designated Agricultural Area, including livestock pasture, hay cutting, cultivation of a vegetable garden and orchard, and planting and harvest of trees for fiber and firewood; (3) management and restoration of the riparian areas in the designated Riparian Restoration Area, for fish, wildlife, native flora, open space and scenic quality. These current and future uses are consistent with this Easement.

K. Grantor, owner in fee of the Protected Property, has the right to protect and preserve in perpetuity the Conservation Values of the Protected Property, and desires to transfer such rights to Grantee to the extent provided herein.

L. Grantee is a publicly supported, tax-exempt nonprofit organization, qualified under Sections 501(c)(3) and 170(h) of the Internal Revenue Code of 1986 (the "Code"), as amended, and also qualified as a nonprofit nature conservancy corporation under RCW 64.04.130 and 84.34.250, whose primary purpose is to preserve open space, wildlife habitat, wetlands, forestland, farmland, shoreline and scenic views. Grantee also is a "qualified

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conservation organization" under Section 170 of the Code. Grantee will provide Grantor, upon request, any documentation relating to its qualifications if requested for Grantor's filings or compliance with any applicable state law or Code provisions.

M. Grantee agrees by accepting this grant to honor the intentions of Grantor stated herein and to preserve and protect in perpetuity the Conservation Values of the Protected Property for the benefit of this generation and the generations to come.

The foregoing recitals are incorporated into this Easement by this reference.

II. CONVEYANCE AND CONSIDERATION

A. For the reasons stated above, and in consideration of the mutual covenants, terms, conditions, and restrictions contained herein, Grantor hereby voluntarily grants, conveys, and warrants to Grantee a conservation easement in perpetuity over the Protected Property, consisting of the rights in the Protected Property, hereinafter enumerated, subject to Grantor's reserved rights and uses and to the restrictions set forth herein ("Easement").

B. This is a conveyance of an interest in real property under the provisions of RCW 64.04.130 and RCW 84.34.210. A payment of Two-hundred-twenty-thousand dollars (\$220,000.00) is made by Grantee to Grantor, in consideration of the conveyance, the receipt of which is acknowledged.

C. Grantor expressly intends that this Easement runs with the land and that this Easement shall be binding upon Grantor's personal representatives, heirs, successors, and assigns.

III. PURPOSE

A. The Conservation Purposes (the "Purpose"). The Purpose of this Easement is to preserve and protect the scenic, open-space, natural character and ecological value of the Protected Property, and to prevent any use of, or activities on, the Protected Property that will impair or interfere with the Conservation Values on the Protected Property, subject to Grantor's reserved rights for residential, agricultural and forestry and other uses and activities as set forth in this Easement. This Purpose includes to: (1) assure that the Riparian Restoration Area as defined in Recital I.B.3 will be retained in, or restored to predominantly its natural condition for the benefit of fish and wildlife; (2) to assure that the Agricultural Area as defined in Recital I.B.2 may be retained for agricultural productivity, and/or restored to predominantly its natural condition for the benefit of fish and wildlife; and (3) to eliminate all but the one development right on the Protected Property in use for a single family residence and accessory dwelling unit within the Building Area. Grantor intends that this Easement will confine the use of, or activities on, the Protected Property to such uses and activities that are consistent with this Purpose, and that the Protected Property shall not be converted or directed to any uses other than those provided herein.



B. Public Access. Preservation of the Protected Property will, subject to Grantor's reserved rights, enhance the general public's visual access to natural, undeveloped environments. Nothing contained herein, however, shall be construed as affording the general public physical access to any portion of the Protected Property.

IV. RIGHTS CONVEYED TO GRANTEE

To accomplish the Purpose of this Easement the following rights are conveyed to Grantee by this Easement:

A. Identification and Protection. To identify, preserve and protect in perpetuity and to enhance by mutual agreement the Conservation Values of the Protected Property. Grantee, and its contractors and assigns, are hereby specifically granted the right to restore and manage the riparian habitat within the Riparian Restoration Area, including without limitation the right to install and maintain riparian plantings and a livestock fence to exclude livestock from the Riparian Area. Such right of Grantee to install and maintain a livestock fence does not eliminate the restriction upon Grantor provided in Subsection V.E.1.v ("Domestic Animals") to exclude livestock from the Riparian Area.

B. Access and Signage.

1. Grantee and Grantee's representatives, agents and contractors may enter upon the Protected Property annually, and at a mutually agreeable times, for the purpose of: (a) making a general inspection to assure compliance with this Easement; (b) conducting its riparian habitat restoration and management within the Riparian Restoration Area; and (c) to place and maintain signs along the perimeter and within the Protected Property to declare that a Conservation Easement has been placed on the property. The number, size, and placement of said signs are to be mutually agreeable to Grantor and Grantee.

2. Grantee and Grantee's representatives and agents may enter upon the Protected Property at such other times as are necessary if there is reason to believe that a violation of the Easement is occurring, for the purposes of enforcing the provisions of this Easement, *provided*, that Grantee shall, prior to such entry, make a good faith effort to contact Grantor by telephone.

C. Scientific/Educational Use. For the benefit of the public, to allow persons or small groups to enter upon the Riparian Restoration Area on the Protected Property for educational and/or scientific purposes to observe and study the Riparian Restoration Area; provided that any such persons or groups must first make a written request for approval to enter upon the Protected Property from Grantor who shall not unreasonably withhold permission therefore, provided that such research is of limited duration, does not damage or significantly alter the Protected Property, and does not involve specimen collection. Such persons shall agree to abide by any restrictions on access set forth by Grantor.



D. Injunction and Restoration. To seek to enjoin any activity on, or use of, the Protected Property by any person or entity which is inconsistent with this Easement, including trespasses by members of the public, and to undertake or cause to be undertaken the restoration of such areas or features of the Protected Property as may be damaged by activities contrary to the provisions hereof, all in accordance with Section IX (Grantee's Remedies).

E. Assignment. To assign, convey, or otherwise transfer Grantee's interest in the Protected Property in accordance with Section XIV (Assignments) herein.

F. Assignment of Rights to State. Grantor hereby acknowledges its authorization and approval of the assignment of certain rights in this Easement to the State of Washington through the Recreation and Conservation Office, which rights shall be co-held by Grantee and the State of Washington through the Recreation and Conservation Office. This Assignment of Rights shall be substantially in the form attached to this Easement as Exhibit G.

V. RESTRICTIONS AND RESERVED RIGHTS

A. Generally.

1. Any use of, or activity on the Protected Property inconsistent with the Purpose of and restrictions contained in 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 the foregoing, the prohibited uses and activities described below, though not an exhaustive list, are inconsistent with the Purpose of this Easement and shall be prohibited, except as expressly provided herein, or as deemed reasonably necessary by Grantee to preserve or protect the Conservation Values of the Protected Property. Grantor reserves for itself and its heirs, successors, and assigns, any use of, or activity on, the Protected Property, which is not inconsistent with the Purpose of the Easement and which is not prohibited herein; *provided* that all such uses and activities shall be consistent and in compliance with applicable federal, state, and local laws.

2. As described below, restrictions and reserved rights apply to the entire Protected Property, or to the specific Specified-Use Areas of the Protected Property identified in Recital I.B.

B. Entire Protected Property. The following restrictions and reserved rights apply to the entire Protected Property.

1. **Specific Prohibited Activities and Uses.** The following are specific activities and uses that are prohibited on the Protected Property:

i. Surface or subsurface mining, or mining exploration of any kind whatsoever;



ii. Construction or maintenance of multiple unit housing including farmworker housing;

iii. Construction or maintenance of feedlots, commercial arenas, racetracks, golf courses, commercial campgrounds, or aircraft landing sites (except in an emergency), and roads other than roads intended to provide access to and mobility within the Protected Property, as discussed in Subsection V.B.5 ("Roadways") hereof.

2. **Specific Allowed Activities and Uses.** The following are specific activities and uses that are allowed on the Protected Property provided they are conducted in a manner and intensity that does not materially and adversely impact the Conservation Values of the Protected Property:

i. Low impact recreation (such as hiking, dog walking or bird watching);

ii. Noncommercial hunting and fishing by Grantor and guests in compliance with all federal, state and local regulations;

iii. Foot trail construction, renovation and maintenance provided that such trails shall not exceed three feet in width;

iv. Construction, repair and replacement of fences to contain livestock and exclude livestock from the Riparian Restoration Area, protect crops within the Agricultural Area and Building Area from grazing livestock or wildlife, or to preserve or protect the Conservation Values of the Protected Property, *provided*, Grantor shall exercise reasonable effort to construct and maintain fences that will not harm or trap wildlife, and that allow for the safe passage of wildlife across the Protected Property.

3. **Subdivision.** The Protected Property shall remain in unified ownership which may be joint and undivided, but without division, partition, subdivision, or other legal or *de facto* creation of lots or parcels in separate ownership, *except* as follows:

i. Any portion of the Protected Property may be conveyed to an entity that meets the qualifications under the provisions of RCW 64.04.130, for permanent conservation ownership by such qualified entity, subject to the prior written approval of Grantee ("Written Approval by Grantee") as described in Section VII ("Notice and Approval") below;

ii. A portion of the Building Area containing the single family residence and accessory dwelling unit not exceeding two and one-half (2.5) contiguous acres in size ("Homesite Parcel") may be established, as permitted under then current land use laws of Skagit County, and may be subdivided from the remainder of the Protected Property, released from the provisions of this Easement pursuant to Subsection XII.C ("Release of Homesite Parcel") below and conveyed into separate ownership, *provided* that upon such



conveyance the remainder of the Protected Property shall remain in unified ownership thereafter; and

iii. Grantor may enter into boundary line adjustments with adjoining lands, or to aggregate existing lots within the Protected Property area, subject to prior Written Approval by Grantee, and *provided* that such boundary line adjustments do not result in any net loss of acreage to the Riparian Restoration Area or the Agricultural Area, and do not materially and adversely impact the Conservation Values on the Protected Property, and that no new parcel may be created by such boundary line adjustments.

4. **Development Rights.** Grantor shall not exercise its development rights on 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. *Except*, Grantor may use the one development right associated with the existing single-family residence on the Protected Property for continued occupancy and use, together with the right to maintain an accessory dwelling unit as allowed under existing Skagit County Code ("Remaining Development Right") subject to the restrictions set forth in Subsection V.C (Building Area) below. In the event that a Homesite Parcel is created in the manner set forth in Subsection V.B.3.ii ("Subdivision") above, and released in the manner set forth in Subsection XII.C ("Release of Homesite Parcel") below, the Remaining Development Right described above shall accompany the Homesite Parcel and no development rights shall remain for use on the remaining Protected Property.

5. **Roadways.** Grantor may maintain, renovate, expand or replace roads or construct new roads that may be reasonably necessary and incidental to carrying out permitted uses and activities on the Protected Property. Roads may be built or relocated within the Riparian Restoration Area for habitat restoration purposes only, and only with prior Written Approval by Grantee in its sole and absolute discretion.

6. **Habitat Restoration.** Grantor may conduct management practices on the Protected Property designed to enhance or restore naturally occurring habitats. Such activities include planting native species of trees and shrubs; as well as removal of plants that are listed as noxious plants by the State of Washington Department of Agriculture or other non-native invasive species such as Himalayan blackberries. Any such restoration activities to be performed in the Riparian Restoration Area or the Agricultural Area that involve major earth moving, water course alteration or forest management, shall be subject to prior Written Approval by Grantee in its sole and absolute discretion.

7. **Alteration of Wetlands or Water Courses.** The alteration or manipulation of wetlands or watercourses, including bank hardening, draining, filling, dredging, ditching, diking, water impoundments or surface or subsurface water withdrawal is prohibited on the Protected Property, except in the Building Area and except as necessary to



protect public health or safety on the Protected Property or adjacent property, or in association with permitted uses in Subsections V.B.6 (Habitat Restoration).

8. Erosion or Water Pollution. Any use or activity that causes or is likely to cause significant soil degradation or erosion or significant pollution of any surface or subsurface waters including the use of manure lagoons or disposal of wastewater in manners inconsistent with the terms of this Easement is prohibited on the Protected Property.

9. Waste Disposal. The disposal or storage of rubbish, garbage, debris, hydrocarbons, pesticides, animal or human waste, abandoned vehicles or equipment or parts thereof or other unsightly, offensive, or hazardous waste or material is prohibited on the Protected Property, *except* an on-site domestic waste disposal system, and composting of vegetable or animal waste for on-site use is allowed within the Building Area and Agricultural Area, and other such storage as ordinarily associated with agricultural uses allowed in Subsection V.D ("Agricultural Area") below, *provided* such storage is consistent with Best Management Practices as defined in Subsection V.D ("Agricultural Area") below.

10. Signage. Placement of commercial signs, billboards, or other advertising material are prohibited on the Protected Property, *except* to advertise for sale or rent, to advertise agricultural products produced on-site, or to declare that a Conservation Easement has been placed on the Protected Property, or to post notice of a wildlife area or to state the conditions of access to the Protected Property such as no hunting or trespassing.

11. Emergencies. Activities necessary to protect public health or safety on the Protected Property or adjacent property, or which are actively required by and subject to compulsion of any governmental agency with authority to require such activity are allowed on the Protected Property, *provided* that any such activity shall be conducted in a manner that protects the Conservation Values of the Protected Property to the greatest practicable extent, taking into account all the surrounding circumstances.

C. Building Area. Together with the restrictions and reserved rights on the entire Protected Property, listed in Subsection V.B above ("Entire Protected Property"), the following additional restrictions and reserved rights apply to the Building Area.

1. Structures. Maintenance, alteration, removal and replacement of existing structures and construction of new structures is allowed within the Building Area; *provided* that only one single family residence and one accessory dwelling unit, as defined and allowed by Skagit County Code, are permitted on the entire Protected Property for location within the Building Area.

2. Residential and Agricultural Uses. Unless specifically prohibited herein, uses customarily associated with a single-family residence and a commercial family farm are allowed within the Building Area, including landscaping, gardening, orcharding, firewood harvest, viticulture, processing and selling agricultural products grown on-site, and the keeping of livestock and household pets.



D. Agricultural Area. Together with the restrictions and reserved rights on the entire Protected Property, listed in Subsection V.B above ("Entire Protected Property"), the following additional reserved rights and restrictions apply to the Agricultural Area.

1. Agricultural Use. Grantor may maintain and practice agricultural activities within the "Agricultural Area." "Agricultural Uses" include: agronomy, farming, dairying, row cropping, pasturage, apiculture, viticulture, orcharding, horticulture, floriculture, animal and poultry husbandry, and the cultivation, management and harvest of forest crops. Agricultural uses shall be subject to the following limitations:

i. Best Management Practices defined as follows: Agricultural Best Management Practices (BMP) are practices or structures designed to reduce the quantities of pollutants such as sediment, nitrogen, phosphorus, and animal wastes that are washed by rain and snow melt from farms into nearby surface waters, as well as practices that maintain the productivity and health of on-site soils. BMP refers to the most current conservation practice standards developed by the Natural Resource Conservation Service (NRCS) and contained in the Field Office Technical Guide, or other practices identified by NRCS, an NRCS technical service provider.

ii. Agricultural Area Stewardship Plan: Within twelve (12) months of the Effective Date of this Easement, Grantor shall prepare and obtain Grantee's Written Approval of a stewardship plan for the Agricultural Area ("Agricultural Area Stewardship Plan"), which at a minimum shall include the BMPs described in Subsection V.D.1.i ("Best Management Practices") above. Future agricultural practices shall be implemented consistent with the BMPs.

2. Structures. The placement or construction of any buildings, structures, or other improvements of any kind (including, without limitation, roads, utilities and parking lots) is prohibited in the Agricultural Area, *except* as permitted in Subsection V.B.5 (Roadways).

3. Alteration of Land. The alteration of the surface of the land, including, without limitation, road building, the excavation or removal of soil, sand, gravel, rock, peat, or sod are prohibited within the Agricultural Area, except for the study of any incidental archeological findings, and except in association with permitted uses in Subsection V.B.6 (Habitat Restoration) and Agricultural Uses in this Subsection (V.D) ("Agricultural Area").

E. Riparian Restoration Area. Together with the restrictions and reserved rights on the entire Protected Property, listed in Subsection V.B ("Entire Protected Property") above, the following additional reserved rights and restrictions apply to the Riparian Restoration Area:

1. Specific Prohibited Activities and Uses. The following are specific activities and uses prohibited within the Riparian Restoration Area, except in association with permitted uses in Subsections V.B.6 ("Habitat Restoration") above and except as permitted by



an approved Stewardship Plan as described in Section VI ("Stewardship of Riparian Restoration Area") below:

i. **Structures.** The placement or construction of any buildings, structures, or other improvements of any kind (including, without limitation, roads, utilities and parking lots);

ii. **Crop Cultivation.** The cultivation of any crops including timber products, nursery stock, fruit and vegetables, row crops, and livestock feed;

iii. **Application of Agricultural Chemicals.** The application of agricultural chemicals including fertilizers, animal wastes and pesticides;

iv. **Wildlife Disruption.** The intentional disruption of native wildlife breeding and nesting activities;

v. **Domestic Animals.** The keeping of domestic animals, including grazing livestock;

vi. **Alteration of Land.** The alteration of the surface of the land, including, without limitation, the excavation or removal of soil, sand, gravel, rock, peat, or sod, *except* for the study of any incidental archeological findings; and

vii. **Introduced Vegetation.** The introduction of nonnative or invasive plant species.

viii. **Vehicles.** Operation of off road vehicles, all terrain vehicles, motorcycles, dune buggies, snow mobiles, or other type of motorized recreational vehicles, or the operation of other sources of excessive noise pollution, *except* for equipment normally used for proper maintenance and associated with activities permitted in this Section V ("Restrictions and Reserved Rights").

2. **Removal of Trees and Other Vegetation.** The pruning, topping, cutting down, burning or other destruction or removal of live and dead trees and other vegetation is prohibited in the Riparian Restoration Area, *except* as permitted by the Stewardship Plan described below in Section VI ("Stewardship of Riparian Restoration Area"). This prohibition includes harvesting or cutting trees for lumber, firewood or Christmas trees, as well as cutting or digging of trees, shrubs or herbs for commercial sale; *Except* that such activities are permitted for: (1) educational or research activities consistent with the Purpose of the Easement; (2) in association with permitted uses in Subsections V.B.6 ("Habitat Restoration"), and Section VI below ("Stewardship of Riparian Restoration Area"); or (3) trees or other vegetation that pose a threat to property, public health and safety of neighbors, the general public or users of the Protected Property may be trimmed or removed. A certified arborist shall arbitrate any disagreement regarding the identification of hazardous or diseased trees.



3. **Pumping of water for livestock.** The use of solar pumps to deliver water to livestock on the Protected Property is allowed, *provided* such pumps are installed and used consistent with the specifications described in the Stewardship Plan, and in a manner that minimizes the impact to the Riparian Restoration Area.

VI. STEWARDSHIP OF RIPARIAN RESTORATION AREA

Grantor agrees to exercise reasonably diligent efforts to protect the fish and wildlife habitat on the Protected Property, including maintaining exclusions for domestic animals from the Riparian Restoration Area. No activities that would materially and adversely impact the Conservation Values of the Riparian Restoration Area shall be permitted. Grantor further agrees to use the Riparian Restoration Area consistent with a Stewardship Plan to be developed by Grantee within twelve (12) months of the Effective Date of this Easement and addressing the following matters: (1) Protection and restoration of healthy riparian forest; (2) Maintenance of restoration plantings and control of invasive species; (3) Placement of solar water pumps for the delivery of water to livestock within the Agricultural Area. Grantee shall provide a copy of the Stewardship Plan to Grantor upon completion. Failure to timely complete said plan shall not affect the enforceability or validity of any other provision hereof. Said plan may be revised or updated by Grantee as appropriate, with a copy of any updates provided to Grantor.

VII. NOTICE AND APPROVAL

A. **Notice.** Grantor shall notify Grantee and receive Grantee's written approval prior to undertaking certain permitted activities provided in Subsections V.B.3 (Subdivision), V.B.5 (Roadways), V.B.6 (Habitat Restoration), and V.D.1.ii (Agricultural Area Stewardship Plan). The purpose of requiring Grantor to notify Grantee prior to undertaking certain permitted uses and activities is to afford Grantee an opportunity to ensure that the use or activity in question is designed and carried out in a manner consistent with the Purpose of this Easement. Whenever notice is required, Grantor shall notify Grantee in writing not fewer 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 activity in sufficient detail to permit Grantee to make an informed judgment as to its consistency with the Purpose of this Easement.

B. **Approval.** Where Grantee's approval is required, Grantee shall grant or withhold its approval in writing within thirty (30) days of receipt of Grantor's written request for approval. Grantee's approval may be withheld only upon a reasonable determination by Grantee that the action as proposed would be inconsistent with the Purpose of this Easement (except as otherwise provided under this Easement). Grantee's approval may include reasonable conditions which must be satisfied in undertaking the proposed use or activity. If Grantor must undertake emergency action to protect health or safety on the Protected Property or must act by and subject to compulsion of any governmental agency, Grantor may proceed



with such action without Grantee's approval only if Grantor notifies Grantee prior to taking such action and Grantee cannot provide its approval, with or without conditions, within such time as is reasonable under the circumstances.

C. Grantee's Failure to Approve Within the Required Time. Where Grantee's approval is required, and if Grantee does not grant or withhold its approval in the time period and manner set forth herein, Grantor shall resubmit its notice. If Grantee fails thereafter to act on Grantor's request within thirty (30) days after receipt of the resubmitted notice, Grantor may conclusively assume Grantee's approval of the permitted use or activity in question, as described in Grantor's notice thereof.

D. Addresses for Notices. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing either served personally or sent by first class mail, postage prepaid, addressed to as follows:

To Grantors:
Kenneth and Velma Perrigoue
P.O. Box 27
Rockport, WA 98283

To Grantee:
Skagit Land Trust
P. O. Box 1017
Mt. Vernon, WA 98273

or to such other address as either party from time to time shall designate by written notices to the other.

VIII. DISPUTE RESOLUTION

If a dispute arises between the Grantor and the Grantee concerning the consistency of any proposed action, activity, or use with the Purpose or terms of this Easement (other than extinguishment of this Easement which shall occur only in accordance with Section XII ("Extinguishment, Release, Transfer") below), the Parties shall meet together to discuss the dispute and attempt resolution. Thereafter, if the Parties are unsuccessful in resolving the dispute, either party may request the other party to proceed in accordance with this dispute resolution section and the Parties shall proceed in accordance with this dispute resolution section so long as the party proposing the action, activity or use agrees not to proceed with the proposed action, activity, or use pending resolution of the dispute.

A. Either party may give written notice to the other party of the dispute and request that the matter be subject to mediation with the mediator to be selected from those available from a recognized dispute resolution center or mediation service, with each party to pay 50% of the mediator's fees. Both Parties shall meet in good faith as is reasonably requested by the mediator in an attempt to resolve the dispute. Thirty (30) days after appointment of a



mediator, if no resolution has been reached to the mutual satisfaction of the Parties, either party may pursue arbitration.

B. Any arbitration shall be conducted pursuant to Washington State statutes, Washington Superior Court Rules and Skagit County Local Rules for Mandatory Arbitration, no matter the amount in controversy or the remedy sought. The arbitrator shall have full powers in law and equity to award damages, declare rights and liabilities, prohibit acts, require that acts be performed or to enjoin any activity or use. To commence arbitration, a party must commence an action in Skagit County Superior Court to compel. The arbitrator's award shall include an award of costs, but not attorney's fees, to the prevailing party and shall be subject to appeal only pursuant to the provisions of Chapter 7.04 RCW now or as hereafter amended. Each party shall be responsible for its own legal fees. The court shall have full jurisdiction to enforce the arbitrator's decision, including Civil and Criminal contempt.

C. The foregoing notwithstanding, either party may commence an action in Superior Court (whether mediation or arbitration has commenced or not) to seek a temporary injunction or preliminary injunction pursuant to Washington State Laws and the Superior Court Rules. The Court shall have exclusive jurisdiction to hear such temporary or preliminary injunction matters and the Superior Court's decision with respect to such injunction requests shall stand until a hearing on the merits is conducted before the arbitrator and an arbitrator's award is made. Each party shall be responsible for its own legal fees in such action. The Court shall enter an injunction at any time it is shown by a preponderance of the evidence that a violation of the terms of this Easement will cause any injury to the Conservation Values protected by this Easement.

IX. GRANTEE'S REMEDIES

A. General. Grantor and Grantee have a common interest in the reasonable application of the terms of this Easement to the Protected Property and the Parties undertake the grant and acceptance of the Easement in a spirit of cooperation which presupposes regular consultation between Grantor and Grantee, not less frequently than annually.

B. Notice of Failure. If Grantee determines that Grantor is in violation of the terms of this Easement or that a violation is threatened, Grantee shall give written notice to Grantor of such purported violation which specifies the provision of this Easement being violated and specifies the corrective action sufficient to cure the violation and, where the violation involves injury to the Protected Property resulting from any use or activity inconsistent with the Purpose of this Easement, to restore the portion of the Protected Property so injured.

C. Grantor's Failure to Respond. If Grantor: (1) fails to cure a violation within thirty (30) days after receipt of a notice thereof from Grantee or under circumstances for which the violation cannot be reasonably cured within the thirty (30) day period, fails to commence



curing such violation within thirty (30) days of notice; or fails to continue diligently to cure such violation until finally cured; Grantee may then either invoke dispute resolution as set forth in Section VIII ("Dispute Resolution") above or bring legal action as set forth in Subsection IX.D ("Grantee's Action") below.

D. Grantee's Action. Pursuant to this section, Grantee may bring action in Skagit County Superior Court to enforce the terms of this Easement, to enjoin the violation, ex parte as necessary, by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Easement or injury to any Conservation Values protected by this Easement, including damages for the loss of the Conservation Values; and to require the restoration of the Protected Property to the condition that existed prior to any such injury. Without limiting Grantor's liability therefore, Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Protected Property.

E. Immediate Action Required. If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values of the Protected Property, Grantee may pursue its remedies under this section without prior notice to Grantor or without waiting for the period provided for cure to expire.

F. Nature of Remedy. Grantee's rights under this section apply equally in the event of either actual or threatened violations of the terms of this Easement, and Grantor agrees that Grantee's remedies at law for any violation of the terms of this Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in this section both prohibitive and mandatory, in addition to such other relief to which Grantee 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. Grantee's remedies described in this paragraph shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

G. Costs of Restoration. The costs of any restoration of the Protected Property required as a result of Grantor's violation of this Easement, and Grantee's expenses associated with compelling such restoration, shall be borne by Grantor or those of its heirs, successors, or assigns against whom a judgment is entered, or, in the event that the Grantee secures redress without initiating or completing a judicial proceeding, by Grantor or those of its heirs, successors, or assigns who are otherwise determined to be responsible for the unauthorized activity.

H. Grantee's Discretion. Enforcement of Grantee's rights under the terms of this Easement shall be at the discretion of Grantee, and any forbearance by Grantee 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 Grantee of such term of any Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or



remedy upon any breach by Grantors shall impair such right or remedy or be construed as a waiver.

I. Waiver of Certain Defenses. Grantor acknowledges that it has carefully reviewed this Grant Deed of Conservation Easement and has consulted with and been advised by legal counsel of its terms and requirements. In full knowledge of the provisions of this Grant Deed of Conservation Easement, Grantor hereby waives any claim or defense it may have against Grantee or its successors in interest under or pertaining to this Grant Deed of Conservation Easement based upon waiver, laches, estoppel, adverse possession, or prescription, except as contemplated by the estoppel certificate procedure of Subsection IX.K ("Estoppel Certificates") below,.

J. Acts Beyond Grantors Control. Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor to abate, correct, or restore any condition on the Protected Property or to recover damages for any injury to or change in the Protected Property resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any action taken by Grantor in good faith under emergency conditions to prevent, abate, or mitigate significant injury to the Protected Property resulting from such causes.

K. Estoppel Certificates. Upon request by Grantor, Grantee shall within thirty (30) days execute and deliver to Grantor any document, including an estoppel certificate, which certifies Grantor's compliance or lack thereof with any obligation of Grantor contained in this Easement and otherwise evidences the status of this Easement as requested by Grantor.

L. Limitation on Damages and Actions. Notwithstanding any other provision of this Easement, Grantee shall have no right of action for damages, specific performance, or other remedy pertaining to any condition existing prior to the Effective Date of this Easement, *except* as to Grantee's right to obtain indemnification as set forth in Section XI.F ("Grantor's Indemnification").

X. ACCESS BY PUBLIC

Nothing contained herein, shall be construed as affording the general public access to the Protected Property.

XI. COSTS, LIABILITIES, TAXES, AND INDEMNIFICATION

A. Liabilities and Insurance. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Protected Property, including the maintenance of adequate comprehensive general liability insurance coverage. Such insurance shall include Grantee's interest and name Grantee

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as an additional insured and provide for at least thirty (30) days notice to Grantee before cancellation and that the act or omission of one insured will not invalidate the policy as to the other insured party.

B. Taxes. Grantor shall pay before delinquency all taxes, assessments, fees, charges of whatever description levied on or assessed against the Protected Property by competent authority (collectively "taxes"), including any taxes imposed upon, or incurred as a result of, this Easement, and shall furnish Grantee with satisfactory evidence of payment upon request. Grantee is authorized, in the absence of any formal protest from Grantor as to the validity of such taxes, but in no event obligated to make or advance any payment of taxes, upon ten (10) working days' prior written notice to Grantor, in accordance with any bill, statement, or estimate procured from the appropriate authority, without inquiry into the validity of the taxes or the accuracy of the bill, statement, or estimate, and the obligation created by such payment shall bear interest until paid by Grantor at the rate of one percent per month.

C. Liens Subordinated. Grantor represents that as of the date of this grant, there are no liens or mortgages outstanding against the Protected Property. Grantor may hereafter use the Protected Property as collateral to secure the repayment of debt, provided that any lien or other rights granted for such purpose are subordinate to Grantee's rights under this Easement. Under no circumstances may Grantee's rights be extinguished or otherwise affected by the recording, foreclosure, or any other action taken concerning any future lien or other interest in the Protected Property.

D. Environmental Provisions.

1. Grantor represents and warrants that to the best of Grantor's knowledge there has been no release, dumping, burying or abandonment on the Protected Property; and there is no pending or threatened litigation affecting the Protected Property or any portion thereof which will materially impair the value or usefulness of the Protected Property or any portion thereof to the Grantee. No civil or criminal proceedings have been instigated or are pending against the Grantor or its predecessors by government agencies or third parties arising out of alleged violations of environmental laws, and neither Grantor nor its predecessors in interest have received any notices of violation, penalties, claims, demand letters, or other notifications relating to a breach of environmental laws.

2. If, at any time, there occurs, or has occurred, a Release, not caused by Grantee, in, on, or about the Protected Property of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic or dangerous to the air, water or soil, or in any way harmful or threatening to human health or environment, Grantor agrees to take all steps necessary to assure its Remediation, including any cleanup that may be required, unless the release was caused by Grantee, in which case Grantee should be responsible for Remediation. Notwithstanding the foregoing, if such Release or Grantor's performance of such remediation adversely affects the Conservation Values, Grantee's rights regarding restoration of the Conservation Values shall be as provided under Section IX ("Grantee's Remedies") above.



3. The following definitions apply to this section:

The term "Remediation" shall mean a cleanup, containment or other action relating to Hazardous Substances required by law or an agency enforcing a law.

The term "Release" shall mean any release, generation, treatment, disposal, storage, dumping, burying, abandonment, or migration (other than incidental migration) from off-site.

The term "Hazardous Substance" shall mean any substances, materials, or wastes that are hazardous, toxic, dangerous, or harmful or are designated as, or contain components that are, or are designated as, hazardous, toxic, dangerous, or harmful and/or that are subject to regulation as hazardous, toxic, dangerous, or harmful or as a pollutant by any federal, state, or local law, regulation, statute, or ordinance, including, but not limited to, petroleum or any petroleum product. The term "Hazardous Substances" shall not include "biosolids" applied in accordance with federal, state and local law.

E. Control. Nothing in this Easement shall be construed as giving rise, in the absence of a judicial decree, to any right or ability in Grantee to exercise physical or managerial control over the day-to-day operations of the Protected Property, or any of Grantor's activities on the Protected Property, or otherwise to become an operator with respect to the Protected Property within the meaning of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA") or the Model Toxics Control Act, as amended ("MTCA").

F. Grantor's Indemnification. Grantor shall hold harmless, indemnify, and defend Grantee and its members, directors, officers, employees, agents, and contractors and the heirs, personal representatives, successors, and assigns of each of them (collectively "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, attorneys' and consultants' fees, arising from Grantor's acts or omissions relating to the Protected Property or this Easement, the obligations specified in subsections A and B ("Liabilities and Insurance; Taxes") of this section, the breach of the environmental provisions in subsection D of this section or the existence or administration of this Easement. The foregoing provision shall not be narrowed, limited, or otherwise affected by Grantor's disclosure of any condition on the Protected Property or the absence of any representation or warranty, express or implied, relating to any condition on the Protected Property, whether existing as of the Effective Date of this Easement or thereafter.

G. Grantee's Indemnification. Grantee shall hold harmless, indemnify, and defend Grantor and Grantor's members, directors, officers, employees, agents, and contractors and the heirs, personal representatives, successors, and assigns of each of them (collectively "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, attorneys' and consultants' fees, arising from Grantee's acts or omissions relating to the Protected Property or this Easement.



XII. EXTINGUISHMENT, RELEASE, TRANSFER

A. Extinguishment. If circumstances arise in the future that render the Purpose of this Easement impossible to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction, and the amount of the proceeds to which Grantee shall be entitled, after the satisfaction of prior claims, from any sale, exchange, or involuntary conversion of all or any portion of the Protected Property subsequent to such termination or extinguishment, shall be determined, unless otherwise provided by Washington law at the time, in accordance with subsection B ("Termination and Proceeds") herein. Grantee shall use all such proceeds in a manner consistent with the Purpose of this grant.

B. Termination and Proceeds. Notwithstanding that this Conservation Easement is an obligation, and not a financial asset, should it be extinguished, which may be accomplished only by judicial proceedings, or should any interest in the Protected Property be taken by exercise of the power of eminent domain or acquired by purchase in lieu of condemnation subject to prior written consent of Grantee; Grantee is entitled to a share of the proceeds of any sale, exchange, or involuntary conversion of the property formerly subject to this Easement, according to Grantee's proportional interest in the Protected Property as determined and as required under Treasury Regulations 1.170-A-14(g)(6)(ii). Grantee's proportional interest is determined as of the date of this grant and will not include value attributable to authorized improvements to the Protected Property made after the date of this grant, except as to improvements that are made by or at the expense of Grantee. Grantee will use such proceeds for its conservation purposes.

C. Release of Homesite Parcel. In the event that Grantor creates a Homesite Parcel, in the manner set forth in Subsection V.B.3.iii ("Subdivision") of this Easement, Grantee agrees, upon written request from Grantor, to record in the Official Records of Skagit County a release of the Homesite Parcel from the provisions of this Easement, *provided* that such release include a covenant enforceable by Grantee on Grantor and its successors and assigns that the Homesite Parcel contain only the one Remaining Development Right allowable under the Easement and that the Homesite Parcel cannot be further subdivided.

D. Subsequent Transfers. Grantor agrees (1) to incorporate the terms of this Easement in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Protected Property, including without limitation, a leasehold interest, and (2) to describe this Easement in and append it to, any executory contract for the transfer of any interest in the Protected Property. Grantor further agrees to give written notice to Grantee of the transfer of any interest of at least thirty (30) days prior to the date of such transfer. Such notice to Grantee shall include the name, address, and telephone number of the prospective transferee or his or her representative. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability in any way.



XIII. AMENDMENT

A. General. If circumstances arise under which an amendment to or modification of this Easement would be appropriate, Grantor and Grantee are free to jointly amend this Easement; provided that no amendment shall be allowed that shall affect the qualification of this Easement or the status of Grantee under any applicable laws, including RCW 64.04.130, Chapter 84.34 RCW, or Section 170(h) of the Internal Revenue Code, as amended, and any amendment shall be consistent with the Purpose of this Easement, and shall not affect its perpetual duration. Any such amendment shall be recorded in the official records of Skagit County, Washington, and any other jurisdiction in which such recording is required.

B. Amendment to Include Legal Descriptions. The Parties acknowledge that at the time of execution of this Easement, a survey has not been completed to provide legal descriptions for the Specified-Use Areas shown in Exhibit B. The Parties hereby agree: (1) that depiction contained in Exhibit B is sufficient to establish the Specified-Use Areas pending completion of a survey and creation of full legal descriptions; (2) to waive any defense or claim of invalidity based on the adequacy of the Sub-Area legal descriptions; and (3) to execute and record an amendment to this Easement promptly after completion of the survey and legal descriptions of the Sub-Areas to complete Exhibits C, D and E by including therein such legal descriptions. In the event that such amendment adding the legal descriptions of the Sub-Areas to this Easement is not recorded within a year of the Effective Date of this Easement, either party may compel through specific performance the completion of the survey, preparation of the legal descriptions, and recording of the amendment adding the legal descriptions of the Sub-Areas to this Easement.

XIV. ASSIGNMENTS

A. Assignment. This Easement is transferable, but Grantee may assign its rights and obligations under this Easement *except* as provided in Section IV.F (Assignment of Rights to State) above only to an organization that is a qualified organization at the time of transfer under Section 170(h) of the Internal Revenue Code of 1986, as amended (or any successor provision then applicable), and the applicable regulations promulgated thereunder, and authorized to acquire and hold conservation easements under RCW 64.04.130 or RCW 84.34.250 (or any successor provision then applicable). As a condition of such transfer, Grantee shall require that the Purpose that this Easement is intended to advance continue to be carried out by the transferee. Grantee shall notify Grantor in writing, at Grantor's last known address, in advance of such assignment.

B. Succession. If at any time it becomes impossible for Grantee to ensure compliance with the covenants contained herein and Grantee has not named a successor organization, or Grantee shall cease to exist, then its rights and duties hereunder shall become vested and fall upon the following named entities to the extent that they shall accept this Easement, in the following order:



1. Whatcom Land Trust
PO Box 6131
Bellingham, WA 98227

2. Such other entity, with purposes similar to the Skagit Land Trust, constituting a "qualified organization" within the meaning of the Code (or corresponding provision of any future statute), and authorized to hold the Easement under RCW 64.04.130 (or corresponding provision of any future statute); provided that if such vesting in the entities named above is deemed to be void under the Rule Against Perpetuities, the rights and obligations under this Easement shall vest in such organization as a court of competent jurisdiction shall direct, pursuant to the applicable Washington law and the Internal Revenue Code (or corresponding provision of any future statute) and with due regard to the Purpose of this Easement.

XV. RECORDATION

Grantee shall record this instrument in a timely fashion in the official records of Skagit County, Washington, and in any other appropriate jurisdictions, and may re-record it at any time as may be required to preserve its rights in this Easement.

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 grant to effect the purpose of this Easement and the policy and purpose of RCW 64.04.130 and Chapter 84.34 RCW. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose 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 the application thereof 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 thereby.

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 an amendment that complies with Section XIII ("Amendment") herein.

E. No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

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F. "Grantor" - "Grantee". The terms "grantor" and "grantee" whenever used herein, and any pronouns used in the place thereof shall mean and include, respectively, the above-named Grantor, and its personal representatives, heirs, successors and assigns and the above-named Grantee, and its successors and assigns. All covenants, terms, conditions, restrictions and rights 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 in perpetuity with the Protected Property.

G. Termination of Rights and Obligations. A party's rights and obligations under this Easement terminate upon transfer of the party's interest in the Easement or Protected Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

H. 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.

I. Counterparts. The Parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both Parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

J. Effective Date. The effective date ("Effective Date") of this Easement is the date of its recording in the official records of Skagit County, Washington.

SCHEDULE OF EXHIBITS

- A. Legal Description of Property Subject to Easement (Protected Property)
- B. Site Map
- C. Legal Description of Building Area (*to be determined by survey, pursuant to Subsection XIII.B (Amendment to Include Legal Description)*)
- D. Legal Description of Agricultural Area (*to be determined by survey, pursuant to Subsection XIII.B (Amendment to Include Legal Description)*)
- E. Legal Description of Riparian Restoration Area (*to be determined by survey, pursuant to Subsection XIII.B (Amendment to Include Legal Description)*)
- F. Baseline/ Present Conditions Summary Report
- G. Example Assignment of Rights Document



TO HAVE AND TO HOLD unto Grantee, its successors, and assigns forever.

IN WITNESS WHEREOF, the undersigned Grantor has executed this instrument this
10th day of December 2014.

Kenneth C. Perrigoue
Kenneth C. Perrigoue

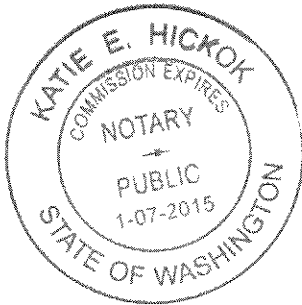
Velma Perrigoue
Velma Perrigoue

STATE OF WASHINGTON)

COUNTY OF SKAGIT) ss.

On this 10th day of December 2014, before me, a Notary Public in and for the State of Washington, personally appeared Kenneth C. Perrigoue and Velma Perrigoue, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons who executed this instrument and acknowledged it to be their free and voluntary acts and deeds for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



Katie E. Hickok
NOTARY PUBLIC in and for the State of
Washington, residing at Wethersburg
My appointment expires 1-7-15
Print Name Katie E. Hickok



THE SKAGIT LAND TRUST does hereby accept the above Grant Deed of Conservation Easement.

Grantee: Skagit Land Trust

Brenda G. Githen
Brenda Cunningham, President

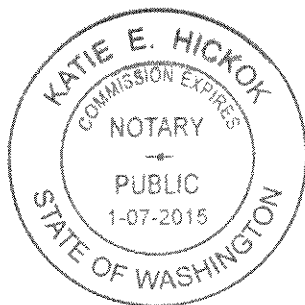
Dated: December 10, 2014

STATE OF WASHINGTON

COUNTY OF SKAGIT

On this 10th day of December, 2014, before me, a Notary Public in and for the State of Washington, personally appeared Brenda Cunningham, President, the Skagit Land Trust, a Washington nonprofit corporation, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument on behalf of the corporation and acknowledged it to be the free and voluntary act and deed of the corporation for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



Katie E. Hickok
NOTARY PUBLIC in and for the State of
Washington, residing at Altaverton
My appointment expires 1-7-15
Print Name Katie E. Hickok



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EXHIBIT A

Legal Description of Property Subject to Easement (Protected Property)

PARCEL "A":

The Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 28, Township 35 North, Range 10 East, W.M.

EXCEPT the West 60 feet thereof.

ALSO, EXCEPT that portion conveyed to Skagit County by deed recorded February 24, 1940, under Auditor's File No. 822219.

Situate in the County of Skagit, State of Washington.

PARCEL "B":

The South 150 feet of Government Lot 7 and all of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 28, Township 35 North, Range 10 East, W.M.

Situate in the County of Skagit, State of Washington.

PARCEL "C":

That portion of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 28, Township 35 North, Range 10 East, W.M., described as follows:

Beginning at a point on the South line of said Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ that is South $89^{\circ}28'53''$ East 60.0 feet from the Southwest corner thereof;
thence North $0^{\circ}23'02''$ East 234.31 feet;
thence North $89^{\circ}28'53''$ West 60.0 feet to the West line of said Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$;
thence North $0^{\circ}23'02''$ East, along the West line thereof, a distance of 742.70 feet to the South line of a tract conveyed to Scott Paper Company by deed recorded February 1, 1973, under Auditor's File No. 780135;
thence South $59^{\circ}03'01''$ East along said South line 1557.86 feet to the East line of said subdivision;
thence South $0^{\circ}50'53''$ West, along said East line, a distance of 187.95 feet, more or less, to the Southeast corner thereof;
thence North $89^{\circ}28'53''$ West, along the South line of said subdivision, a distance of 1269.91 feet to the point of beginning.

Situate in the County of Skagit, State of Washington.

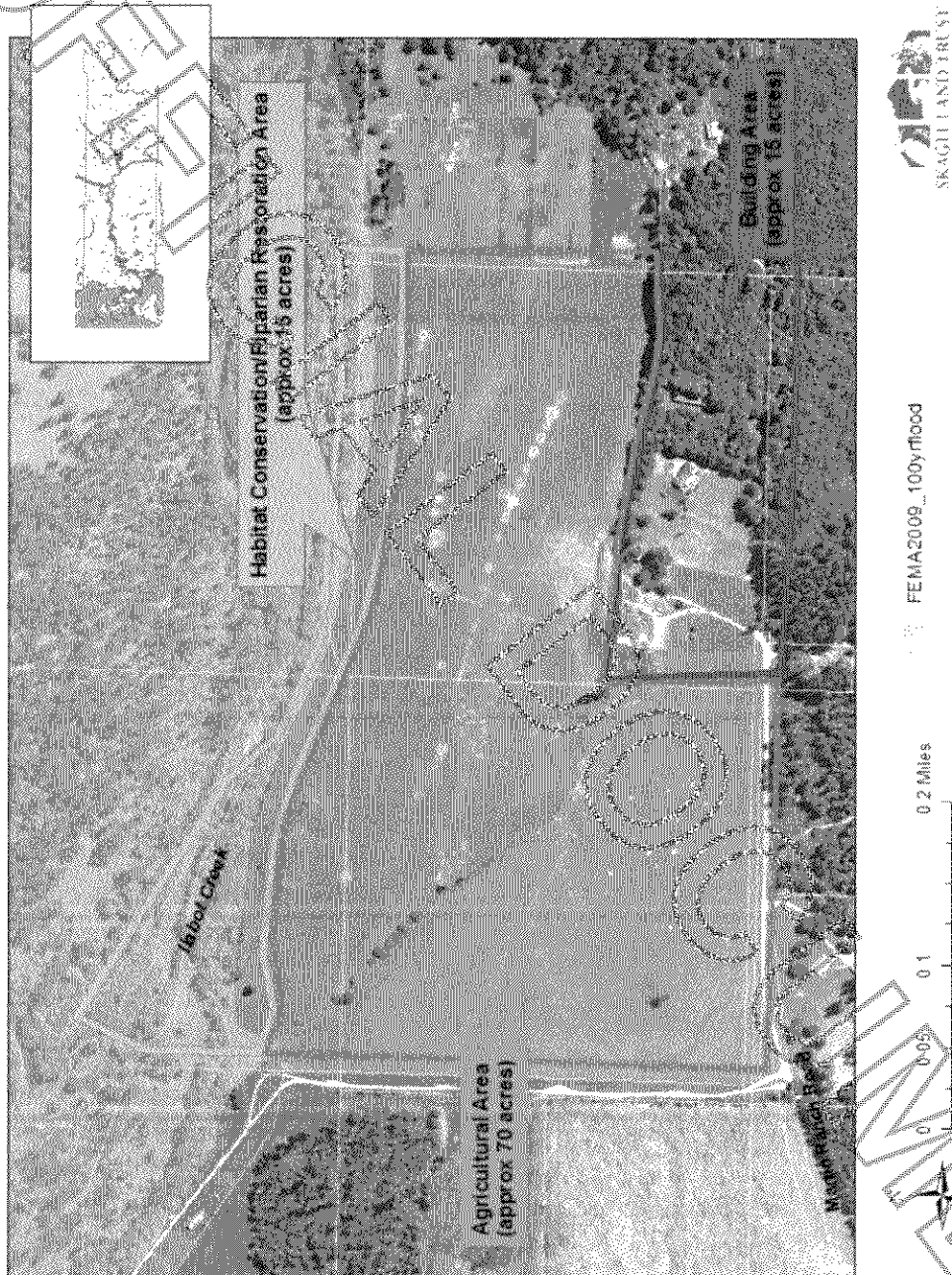
SUBJECT TO and together with easements and restrictions of record.



EXHIBIT B

Site Map of Protected Property

P45601, 45603, 45606, 45613, 45615 (approx. 100 acres), S28, T35, R10



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EXHIBIT C

Legal Description of Building Area

*(to be determined by survey, pursuant to Subsection XIII.B
(Amendment to Include Legal Description))*

EXHIBIT D

Legal Description of Agricultural Area

*(to be determined by survey, pursuant to Subsection XIII.B
(Amendment to Include Legal Description))*

EXHIBIT E

Legal Description of Riparian Restoration Area

*(to be determined by survey, pursuant to Subsection XIII.B
(Amendment to Include Legal Description))*



EXHIBIT F

CONSERVATION EASEMENT
BASELINE / PRESENT CONDITIONS SUMMARY REPORT
ILLABOT CREEK (PERRIGOUE)



December 8, 2014

Prepared by

Michael Kirshenbaum, M.S.

Stewardship Director, Skagit Land Trust



Illabot Creek - Perrigoue Conservation Easement – Skagit Land Trust

Grantor Information: Velma and Ken Perrigoue

Location: 56533 Martin Ranch Road, Rockport, WA 98283
Skagit County, Washington
S28, T35, R10

Legal Description: *Full legal description shown in Exhibit A.*

Assessor's Tax Parcel No: 45601, 45603, 45606, 45613, 45615

Skagit Land Trust (Grantee) Contact: Skagit Land Trust,
PO Box 1017, Mount Vernon, WA 98273
(360) 428-7878

Property Information

Acres: 100 acres (appx)

Number of Homes: 1 (in Building Zone)

Elevation: 260 ft. (appx.)

County Zoning: Rural Resource

Survey: There is no known survey for this property

Driving Directions: From I-5, drive east on SR 20 to Rockport, then right (south) on SR 530 approximately two miles, then left (east) Rockport Cascade Rd. approximately one mile, then left (north) on Martin Ranch Rd. Drive road to the end to arrive at homesite.

Geographic Context

The protected property is located outside of the small town of Rockport in eastern Skagit County, Washington. It occupies several flat terraces adjacent to Illabot Creek and the federally-designated Wild and Scenic Skagit River. Foothills for the North Cascades surround the valley. Nearby land ownership is a mix of private residential, agricultural, private timber and publicly-owned timber and park lands, including the Mt. Baker-Snoqualmie National Forest and North Cascades National Park. The property borders Illabot Creek, a tributary of the Skagit River; it is a highly productive stream that has six anadromous fish species: Chinook, chum, coho, and pink salmon, native char and steelhead trout. Sockeye salmon have also been occasionally observed in Illabot Creek. The protected property is also adjacent to other protected land held by the Washington Department of Fish and Wildlife and The Nature Conservancy's Skagit River Bald Eagle Natural Area. It is partially located within the 100-year floodplain of the Skagit River and is approximately 60 miles east of Puget Sound. (See Geographic Context Map below).



Geology

Landforms

The protected property features three mostly flat terraces. An upper terrace consisting of the building zone and the western third of the agricultural zone; a middle terrace features the eastern 2/3 of the agricultural zone, and a lower terrace consists of the immediate riparian area of Illabot Creek and the Skagit's 100-year floodplain.

Soil types

- USGS Soil Type: 12 – Birdsvie loamy
- USGS Soil Type: 60 – Giles Variant Silt Loam
- USGS Soil Type: 87 – Larush fine sandy loam
- USGS Soil Type: 104 – Pilchuck loamy sand

Soil map

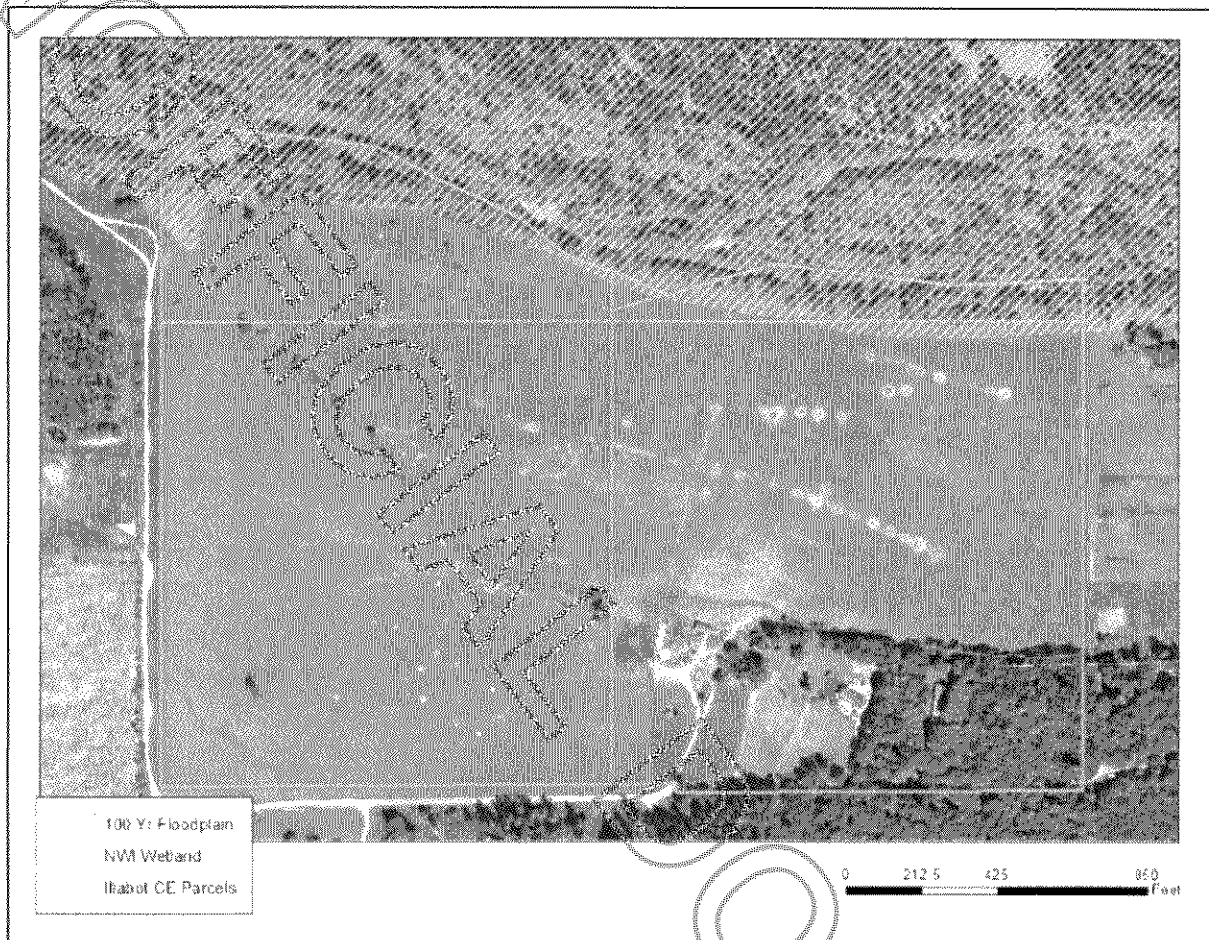


Hydrology

The primary hydrological feature on the property is Illabot Creek, which borders the northern section of the property. The 100-year floodplain for the broader Skagit River system encompasses the lower terrace of the Illabot Creek riparian area on the north edge of the property. A significant portion of the middle terrace, in the Agricultural Area, is listed in the National Wetland Inventory as wetland. Portions of these areas are seasonally wet due to high rains and an increased water table. Historical photos and landform mapping show that the entire Illabot Creek / Barnaby Slough system has interacted with the Skagit River, at times capturing some of the Skagit's flow, resulting in numerous old channel beds, sloughs, wetlands and seasonally-flooded areas in the broader landscape.



Hydrology Map



Vegetation

Building Area: The building area consists of a mix of residential lawn, garden and forested areas. (Note: because the CE does not protect the vegetation in the Building Area, only limited information is included for this area).

Agricultural Area: This zone features grazed pasture grasses and no other significant vegetation apart for a handful of remnant trees between the upper and lower terraces.

Riparian Restoration Area: The riparian zone of Illabot Creek features typical vegetation for Western Washington lowlands. A mix of deciduous and coniferous species of varying height and cover dominate this area. Non-native species are very present and represent a significant limitation on the riparian area's ecological structure and function. A significant portion of the western third of the riparian area is dominated by non-native blackberry. Overall, vegetation cover measures between 20' to 150' in width from the ordinary high-water mark of Illabot Creek – in many places below optimal width and density for salmon, and other, habitat. An approximately 120' riparian buffer area will be restored the length of Illabot Creek on the property as part of the conservation easement.



Plant List (partial list – complete biological inventory to be added to baseline files):

Red Alder
Black Cottonwood
Big Leaf Maple
Western Red Cedar
Douglas Fir
Salmonberry

Non-native Vegetation

Himalayan Blackberry
Reed-Canary Grass
Clematis

Wildlife Habitat

Illabot Creek is a highly productive stream that has six anadromous fish species: Chinook, chum, coho, and pink salmon, native char and steelhead trout. Sockeye salmon have also been occasionally observed in Illabot Creek. Chinook salmon and native char are listed as threatened under the Endangered Species Act, and the stocks of Chinook and steelhead present in Illabot Creek are listed as "Depressed" in the Salmonid Stock Inventory (WDFW and WWTIT 2002). The Skagit Watershed Council, the designated lead entity under Washington State Legislation ESHB 2496, has identified the Protected Property as key habitat for the Puget Sound Chinook and therefore important to restore and protect. In recognition of the importance of the Protected Property, The Washington State Salmon Recovery Funding Board, administered by the Recreation and Conservation Office (RCO-SRFB), has provided state and federal grant funds to assist in securing the Easement on said property (RCO/SRFB Project # 14-1260/ "Illabot Creek Riparian Protection and Restoration").

Wintering populations of bald eagles use gravel bars in Illabot Creek adjacent to the property for feeding, while tree cover provides perching and night roosting opportunities. Land immediately adjacent to the protected property is part of the Skagit River Bald Eagle Natural Area – a mosaic of public and private lands protected and managed to support the Skagit's large wintering bald eagle population.

Deer, elk, beaver and other mammals have been observed on the property as well as numerous species of birds, insects and amphibians.

Built Environment and Human Impacts

Building Area: Numerous structures are present in this zone, including: one residence, an old farmhouse (being removed), several barn-like structures, and a carport / open-shed. Driveways access all of the structures.

Agricultural Area: No structures are present in this zone. Fencing lines, and divides, the pasture. Long-term grazing and agricultural practices have removed virtually all vegetation from this zone other than pasture grasses.

Riparian Restoration Area: No structures are in this area. Fencing lines the northern edge of the middle terrace, dividing the pasture from the current riparian vegetation. Limited garbage and debris, including one very old vehicle, are present in this area. Additionally, there is evidence of cattle presence in this area, having come through weak spots of fencing from the agricultural zone.



Additional documentation to be added to baseline file at Skagit Land Trust offices within 12 months:

- Baseline photopoints
- Title Report
- Species Inventory
- Assessor's maps

In compliance with Section 1.170A-14(g)(5) of the federal tax regulations, this natural resources inventory is an accurate representation of the property at the time of conservation easement donation.

Alexa Paez
Grantor

date: 12-10-14

Mike Kirshenbaum
Skagit Land Trust, Grantee

by Michael Kirshenbaum

its Stewardship Director

date: 12/9/14



Geographic Context Map

Illabot Creek - Geographic Context



Notes:
Aerial Imagery 2013
Property Boundaries approximate
Coordinates: UTM 83 Zone 10N

0 2 000 4 000 8 000
Feet



EXHIBIT G

Example Assignment of Rights Document

Upon Recording, Please Return To:
Washington Recreation and Conservation Office
PO Box 40917
Olympia, WA 98504-0917
Attn: Marc Dubois

Document Title: Assignment of Rights
Assignor: Skagit Land Trust
Assignee: The State of Washington, through the Recreation and Conservation Office, including any successor agencies

Abbreviated Legal Description:
A ptn of E $\frac{1}{2}$ SW $\frac{1}{4}$ & ptn of Gov Lot 7, & all of SW $\frac{1}{4}$ SE $\frac{1}{4}$, 28-35-10 E W.M.
Full legal description shown in Exhibit A.

Assessor's Parcel Nos:
P45601 / 351028-0-007-0008; P45603 / 351028-0-008-0007; P45606 / 351028-0-010-0102;
P45613 / 351028-3-005-0004; 45615 / 351028-4-001-0006
Reference No. of Related Document: _____ (Conservation Easement)

ASSIGNMENT OF RIGHTS WASHINGTON STATE RECREATION AND CONSERVATION OFFICE

This ASSIGNMENT OF RIGHTS (this "Assignment") is executed as of the _____ day of December 2014, by the Skagit Land Trust, a Washington nonprofit corporation ("Assignor SLT"), to and in favor of THE STATE OF WASHINGTON through the Recreation and Conservation Office ("Assignee State"), including any successor agencies.

RECITALS

A. Assignor SLT has entered into a conservation easement ("Conservation Easement") with Kenneth and Velma Perrigoue, husband and wife ("Owner") in Skagit County, Washington. The name and address of the Owner and the recording number of the Conservation Easement are set forth in *Exhibit 1* attached hereto and incorporated herein. The legal description of the Property subject to the Conservation Easement is set forth in *Exhibit 2* attached hereto and incorporated herein.



B. The purpose of the Conservation Easement is described in the Conservation Easement. That purpose is also described in the Project Agreement entered into between Assignor SLT, the recipient of Recreation and Conservation Office ("RCO") funds, and the Assignee State through the RCO entitled Illabot Creek Protection and Riparian Restoration Project Number 14-1260 dated November _____, 2014 and the supporting materials which are on file with the Assignee State in connection with the Project Agreement, which Project Agreement is incorporated herein by this reference. That purpose includes protection and restoration of riparian habitat, as defined in the Conservation Easement.

C. Owner has authorized Assignor SLT to assign to the Assignee State certain rights for access to and stewardship of the Property covered by the Conservation Easement. Assignment of such rights is a necessary condition to receipt of grant funding under the Project Agreement and the policies of the Salmon Recovery Funding Board administered by the Assignee State. Such rights are valuable to the Assignee State in connection with ensuring protection of habitat under the terms of the Conservation Easement. The assignment of such rights to the Assignee State, however, does not in any way relieve the Assignor SLT of such duties to enforce the Conservation Easement as may be imposed on it under the Conservation Easement and the Project Agreement.

D. These recitals are incorporated herein by this reference.

Now, therefore, Assignor SLT and the Assignee State agree as follows:

AGREEMENT

1. **Assignment.** For and in consideration of monies coming in whole or in part from the State of Washington and in fulfillment of terms of the Project Agreement identified herein, Assignor SLT does hereby assign, transfer, set over, convey and deliver to the Assignee State individually, and as the representative of all the people of the State, the following joint rights (collectively referred to as "joint rights") under the Conservation Easement, the recording number of which is listed in *Exhibit 1* attached hereto and incorporated herein by this reference and as described in *Exhibit 2* attached hereto. The term "joint right" means a right that both the Assignor SLT and Assignee State may independently enforce under the Conservation Easement. The grant of these joint rights does not in any way relieve the Assignor SLT of its duties to enforce the terms of the Conservation Easement or the Project Agreement.

a. **Access.** A right to enter the Property subject to the Conservation Easement at a reasonable time and upon prior arrangement with Assignor SLT and Owner in the manner provided for in the Conservation Easement, in order to monitor and evaluate performance, compliance, and/or quality assurance under the Project Agreement.

b. **Enforcement.** A right to enforce the terms and conditions of the Conservation Easement and to seek injunctive relief, including restoration, and/or damages for any breach thereof.



c. **Amendments.** A right to review and approve any proposed amendments to the Conservation Easement. Review and approval by RCO's Director will be for compliance with the terms of the Project Agreement.

d. **Termination For Reasons of Impracticability.** A right to review and approve any proposed agreements to terminate the Conservation Easement, or release a portion of the Property from the terms of the Conservation Easement, before expiration of the term of the Conservation Easement for the reason that circumstances have rendered the conservation purpose of the Conservation Easement impractical to achieve. Absent approval of the Assignee State acting through the RCO or entry of an order of the Superior Court in which the Property subject to the Conservation Easement is located, the Assignor SLT shall not enter into any termination or release agreement.

e. **Stewardship and Management Plans.** A right to review any Stewardship and/or Management Plans, including restoration and enhancement plans, as defined in the Conservation Easement. Review by RCO's Director will be for compliance with the terms of the Project Agreement.

To the extent the rights assigned herein overlap with the rights granted to the Assignor SLT under the Conservation Easement, the rights assigned herein shall not be construed to displace those rights. These Rights shall be held in common with Assignor SLT or Assignor SLT's successors and assigns.

2. **Assignee's Exercise of Rights.** The rights assigned to the Assignee State under this Assignment shall not exceed those granted by Owner to the Assignor SLT under the Conservation Easement. The Assignee State hereby represents and warrants that its exercise of rights under this Assignment will be consistent with the conservation purpose defined in the Conservation Easement and the Project Agreement.

3. **Representations and Warranties of Assignor.** Assignor SLT hereby represents and warrants to the Assignee State that:

a. Owner, identified in *Exhibit 1* attached hereto and incorporated herein, has authorized and approved this Assignment.

b. Assignor SLT shall enforce the terms of the Conservation Easement as provided in the Conservation Easement.

c. Assignor SLT shall comply with, and the Assignee State shall not be responsible for determining compliance with, all applicable federal, state, and local laws, regulations, and policies in its administration of the Conservation Easement or the undertaking of any of its rights under the Conservation Easement.

d. Neither Assignor SLT nor Owner has any claims or causes of action, at law or in equity, with respect to the Conservation Easement as of the date provided above.

4. **Obligations.** It is expressly understood and agreed that, by the acceptance of this Assignment, the Assignee State has not assumed, and shall not become obligated to keep,



fulfill, observe, perform or discharge, any duty or obligation of Assignor SLT under the Conservation Easement.

5. **Indemnity.** Assignor SLT shall defend, protect and hold harmless the Assignee State, or any officers or employees thereof, from and against any and all costs, claims, fees and expenses arising out of in part or whole the acts or omissions of Assignor SLT and/or its employees, relating to the Conservation Easement or in any way relating to Assignor SLT's representations and warranties under this Assignment.

6. **Replacement Property.** The Conservation Easement may be extinguished in whole or in part before expiration of its term (if any) under certain circumstances identified in the Conservation Easement. Assignor SLT may be entitled to compensation in such event. Assignor SLT shall use all such proceeds for acquisition, restoration and/or enhancement of substantially equivalent property or property interests. Assignor SLT hereby agrees to consult with, and receive the approval of, the RCO in the selection of any replacement property and to assign to the Assignee State the same or substantially equivalent rights for access to and stewardship of the replacement property as provided for in this Assignment.

7. **Restriction on Assignment.** Assignor SLT shall not assign the Conservation Easement or the performance of any obligations to the Assignee State under the Conservation Easement, without the express written consent of the RCO's Director, which shall not unreasonably be withheld.

8. **Assignment Term.** The term of this Assignment shall be the same as the term of the Conservation Easement, and shall expire upon the expiration date of the Conservation Easement (if any).

9. **Disputes.** Any disputes between Assignor SLT and the Assignee State under this Assignment shall be governed by the terms of the Project Agreement.

10. **Governing Law/Venue.** This Assignment shall be governed by the laws of the State of Washington. In the event of a lawsuit between Assignor SLT and the Assignee State involving this Assignment, venue shall be proper only in Thurston County. Assignor SLT by executing this Assignment acknowledges the jurisdiction of the courts of the State of Washington in this matter.

11. **Severability.** If any provision of this Assignment or any provision of any document incorporated by reference herein shall be held invalid, such invalidity shall not affect the other provisions of this Assignment which can be given effect without the invalid provision and to this end the provisions of this Assignment are declared to be severable.

12. **SCHEDULE OF EXHIBITS:**

Exhibit 1 - Owner and Conservation Easement Recording Number

Exhibit 2 - Legal Description of Property Subject to Conservation Easement



ASSIGNOR:

The Skagit Land Trust

By: _____

Brenda Cunningham, Its President

Date: _____

*Do not sign
example for exhibit
purposes only*

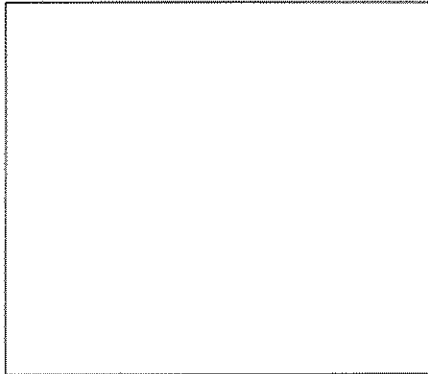
STATE OF WASHINGTON)

) ss:

COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that Brenda Cunningham is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the President of the Skagit Land Trust 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)

Notary Public

Print Name

My commission expires



201412100075

ASSIGNEE:

THE STATE OF WASHINGTON, through its Recreation and Conservation Office

By _____
Typed/Printed Name _____
Its: _____
Date: _____

Exhibit purposes only

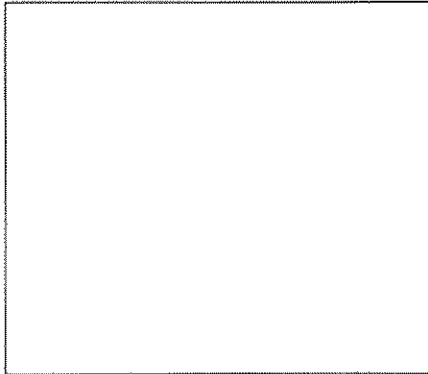
STATE OF WASHINGTON)

) ss:

COUNTY OF THURSTON)

I certify that I know or have satisfactory evidence that _____ 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 _____ of _____ 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)

Notary Public

Print Name

My commission expires



EXHIBIT 1
OWNER AND CONSERVATION EASEMENT RECORDING NUMBER

Name(s): Kenneth and Velma Perrigoue

Address: 56533 Martin Ranch Road, Rockport, WA 98283

Recording No: _____

Exhibit Purposes Only



EXHIBIT 2

LEGAL DESCRIPTION FOR PROPERTY SUBJECT TO CONSERVATION EASEMENT

PARCEL "A":

The Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 28, Township 35 North, Range 10 East, W.M.

EXCEPT the West 60 feet thereof.

ALSO, EXCEPT that portion conveyed to Skagit County by deed recorded February 24, 1940, under Auditor's File No. 822219.

Situate in the County of Skagit, State of Washington.

PARCEL "B":

The South 150 feet of Government Lot 7 and all of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 28, Township 35 North, Range 10 East, W.M.

Situate in the County of Skagit, State of Washington.

PARCEL "C":

That portion of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 28, Township 35 North, Range 10 East, W.M., described as follows:

Beginning at a point on the South line of said Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ that is South $89^{\circ}28'53''$ East 60.0 feet from the Southwest corner thereof;
thence North $0^{\circ}23'02''$ East 234.31 feet;
thence North $89^{\circ}28'53''$ West 60.0 feet to the West line of said Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$;
thence North $0^{\circ}23'02''$ East, along the West line thereof, a distance of 142.70 feet to the South line of a tract conveyed to Scott Paper Company by deed recorded February 1, 1973, under Auditor's File No. 780135;
thence South $59^{\circ}03'01''$ East along said South line 1557.86 feet to the East line of said subdivision;
thence South $0^{\circ}50'53''$ West, along said East line, a distance of 187.95 feet, more or less, to the Southeast corner thereof;
thence North $89^{\circ}28'53''$ West, along the South line of said subdivision, a distance of 1269.91 feet to the point of beginning.

Situate in the County of Skagit, State of Washington.

SUBJECT TO and together with easements and restrictions of record.



201412100075

Skagit County Auditor

\$114.00

12/10/2014 Page

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3:32PM