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Skagit County Auditor

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When recorded return to:

Skagit Land Trust
P.O. Box 1017
Mount Vernon, WA 98273

**AMENDED AND RESTATED
GRANT DEED OF CONSERVATION EASEMENT**

Grantor: Virginia T. Darvill

Grantee: Skagit Land Trust

Brief Legal Description: Section 33, Township 34, Range 4; Ptn. W 1/2 SW
Full legal descriptions in Exhibits A, B, & C.

Assessor's Tax Parcel and I.D. Nos.: P29671 / 340433-3-004-0205;
P29660 / 340433-3-001-0000; P29661 / 340433-3-001-0109

Reference Number of Document Amended: 9612060052

THIS AMENDED AND RESTATED GRANT DEED OF CONSERVATION EASEMENT (hereinafter, the "Conservation Easement") is made this 3rd day of March, 2016, by Virginia T. Darvill, as her separate estate, residing at 20175 Hickox Road, Mount Vernon, WA 98274, (hereinafter referred to as "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, Mount Vernon, WA 98273 (hereinafter referred to as "Grantee").

By this Conservation Easement, Grantor and Grantee add approximately 21.5 acres to the property protected under the Conservation Easement, restrict use of the property to no more than one main building and appurtenant structures within an area identified for the driveway and the location of all structures, and update provisions in the Conservation Easement, where appropriate, to reflect current policies of Grantee pertaining to conservation easements.

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 the "Property"), situated north of the Hickox Road and adjacent to the southwest border of the City of Mount Vernon's Little

Mountain Park in Skagit County, State of Washington, more particularly described in Exhibit "A" ("Legal Description of Property") attached hereto and made part hereof by this reference.

B. Grantor and her husband donated to Grantee in 1996 a grant deed of conservation easement permanently protecting the northeasterly portion of the Property, approximately 14.5 acres in extent, which conservation easement was recorded in the records of Skagit County under Auditor's File No. 9612060052 ("1996 Conservation Easement"). Grantor now wishes to protect the remainder of the Property by adding approximately 21.5 acres of natural and undeveloped land to the Conservation Easement (excluding a sliver of land on the southeast corner that contains a boundary line encroachment), which undeveloped area shall be hereinafter referred to as the "Protected Area". In addition, Grantor wishes to place a restriction over the entire Property, including the area containing residential structures and the driveway (which areas shall hereinafter referred to as the "Structures and Driveway Area"), to limit subdivision and to restrict uses of the Structures and Driveway Area as described herein. The Protected Area and Structures and Driveway Area are more particularly described in the legal descriptions found in Exhibit "B" and Exhibit "C" respectively, both of which Exhibits are attached hereto and made part hereof by this reference. The Property, and the Protected Area and Structures and Driveway Area located thereon, as well as the sliver of land not included in the Property, are further depicted in the Site Map shown on Exhibit "D", attached hereto and made part hereof by this reference.

C. The City of Mount Vernon holds an easement from Grantor for a public trail maintained by the City that runs south-to-north along the easterly side of the Protected Area, providing public trail access from Hickox Road to Little Mountain Park (the "Trail"). This Trail easement was recorded in the records of Skagit County under Auditor's File No. 201210030064 ("Trail Easement") and Grantee deemed the Trail Easement consistent with the 1996 Conservation Easement.

D. The Property possesses ecological (particularly forest habitat), passive recreational (trail), open space and scenic values (collectively "conservation values") of great importance to Grantor, Grantee, and the people of Mount Vernon and Skagit County and the State of Washington. The Property provides excellent forestland and diversified wildlife habitat. Many birds including passerines (song birds) and woodpeckers use the Property as do coyotes, deer and other small mammals. The Property is in the watershed of Carpenter Creek, an important fish-bearing tributary of the Skagit River. The Carpenter Creek watershed is increasingly urbanized; protecting the forest on the Property provides important water storage and water quality functions for this watershed. The Property also provides an important trail link from Hickox Road to Little Mountain Park, thereby increasing public opportunities for passive recreation. The public usage of Little Mountain Park and the trail on the Property has increased significantly in recent years. The *City Of Mount Vernon Park and Recreation 2014 Comprehensive Plan* specifically identifies the

needed for trail connections through lands adjacent to Little Mountain Park; public trails are planned that would eventually link from the Property north through the Park two miles to Blackburn Road, with these trails eventually connecting to the City's Maddox Creek trail system farther north. Little Mountain Park is the largest natural area within the City limits of Mount Vernon. The Property is also identified in Skagit County's 2009 *Urban Growth Area Open Space Concept Plan* as it provides an important natural forested greenbelt south of Little Mountain Park. The Property also contributes an important natural landscape linkage to the larger Devils Mountain landscape to the south, which is a priority in Skagit Land Trust's draft 2015 *Conservation Strategy*. The Property provides a natural wooded and open space setting, thereby enhancing the open space character of Skagit County and the City of Mount Vernon. Finally, portions of the Property are visible and can be enjoyed by the general public from Interstate Highway 5 and various state and county roads and city streets and from Little Mountain Park.

E. 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 subject property constitutes "open-space land" as defined in such statute.

F. The Property would also be extremely desirable property for residential and other development because of its location and orientation. In the absence of this Conservation Easement, the Property could be developed in the future for residential and other uses in a manner which would destroy the natural forestland, open space, and scenic character of the Property.

G. The specific Conservation Values and characteristics of the Property are documented in an inventory of relevant features of the Property ("Baseline Documentation"), which is incorporated into this Conservation Easement by this reference. The Baseline Documentation consists of reports, maps, photographs, and other documentation held by Grantee that provide, collectively, an accurate representation of the Property at the time of this grant and is intended to serve as an objective information baseline for monitoring compliance with the terms of this Conservation Easement. A summary of said documentation signed and dated by both Grantor and Grantee is contained in Exhibit E attached hereto and incorporated herein by this reference ("Baseline Report"). In any conflict or inconsistency between the terms of this Conservation Easement and the Baseline Report, the terms of this Conservation Easement shall control.

H. Grantor intends that the Conservation Values of the Property be preserved and maintained by the continuation of land uses on the Property that do not significantly impair or interfere with those Conservation Values. These current uses include the

management of the forestland for wildlife, flora, wetlands, open spaces and scenic quality and are consistent with this Conservation Easement.

I. Grantor, owner in fee of the Property, has the right to identify, protect, and preserve in perpetuity the Conservation Values of the Property, and desires to transfer such rights to Grantee.

J. 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, as amended (the "Code"), 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.

K. 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 Property for the benefit of this generation and the generations to come.

The foregoing Recitals are incorporated into this Conservation 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 Property, consisting of the rights in the Property, hereinafter enumerated, subject only to the restrictions set forth herein ("Conservation Easement"). This Conservation Easement amends and restates the 1996 Conservation Easement, with the same Conservation Values as provided for in the 1996 Conservation Easement and with equivalent or greater protection for the Protected Property under the 1996 Conservation Easement.

B. This conveyance is a conveyance of an interest in real property under the provisions of RCW 64.04.130, and is made as an absolute, unconditional, unqualified, and completed gift subject only to the mutual covenants and terms, conditions, and restrictions hereinafter set forth and title matters of record as of the Effective Date, and for no other consideration whatsoever.

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

III. PURPOSE

A. It is the purpose of this Conservation Easement to preserve and protect the Conservation Values of the Property, to limit uses within the Structures and Driveway Area of the Property as described herein, and to preserve the Property in perpetuity (the "Purpose").

B. Grantor intends that this Conservation Easement will confine the use of, or activity on, the Property to those uses and activities consistent with this Purpose to assure that:

1. The forested habitat of the Protected Area will be retained forever predominantly in its existing condition as "a relatively natural habitat of fish, wildlife, or plants, or similar ecosystem" (as that phrase is used in Code Section 170(h)(4)(A)(ii), and in regulations promulgated under this law);

2. The Trail Easement area of the Property will be preserved for outdoor recreation by, or the education of, the general public, under Code Section 170(h)(4)(A)(i); and

3. The Property will be retained predominantly in an open space condition, under Code Section 170(h)(4)(A)(iii), the preservation of which will yield a significant public benefit pursuant to clearly delineated governmental policies as provided in RCW 84.34.210 and 64.03.130 and Skagit County Code (SCC §14.24.20).

The Property shall not be converted nor directed to any uses other than those provided in this Conservation Easement.

C. Preservation of the forest on the Property will enhance the general public's visual access to natural, undeveloped environments and provide trail access from Hickox Road to Little Mountain Park.

IV. RIGHTS CONVEYED TO GRANTEE

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

A. Identification and Protection. To identify, preserve and protect in perpetuity and to enhance by mutual agreement the Conservation Values of the Property;

B. Access.

1. To enter upon the Property annually, at a mutually agreeable time and upon prior written notice to the Grantor, for the purpose of making a general inspection to assure compliance with this Conservation Easement.

2. To enter upon the Property at such other times as are necessary if there is reason to believe that a violation of the Conservation Easement is occurring, for the purposes of enforcing the provisions of this Conservation Easement.

C. Scientific/Educational Use. For the benefit of the public, to allow persons or groups to enter upon the Property for educational, scientific and biological purposes to observe and study on the Property; provided that any such persons or groups first are approved by the Grantor, make prior arrangements with the Grantor, agree to provide the Grantor with copies of any data or reports resulting from such research, and agree to abide by any restrictions on access set forth by the Grantor.

D. Injunction and Restoration. To enjoin any activity on, or use of, the Property which is inconsistent with this Conservation 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 Property as may be damaged by activities contrary to the provisions hereof, all in accordance with Section IX.

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

F. Development Rights. All development rights, except with respect to one single family residence or non-profit office/educational center (and appurtenant structures) as further described in Subsection B. of Section V and Subsection A. of Section VI herein, that are now or hereafter allocated to, implied, reserved, or inherent in the Property; and Grantor and Grantee agree that such rights are terminated and extinguished, and may not be used on or transferred to any portion of the Property as it now or hereafter may be bounded or described, or to any other property adjacent or otherwise, nor used for the purpose of calculating permissible lot yield of the Property or any other property.

V. PROHIBITED USES

A. General. Any use of, or activity on, the Property inconsistent with the Purpose of the Conservation 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 following restrictions shall apply to the Property as a whole:

B. Residential/Non-Profit Use. No more than one single-family residence, or one non-profit office/educational center together with public parking for the Trail, shall be located on the Property, and such residence or non-profit office/educational center and its appurtenant structures and driveway shall all be located within the Structures and Driveway Area;

C. Subdivision. The division, subdivision or de facto subdivision of the Property shall be prohibited, which includes, but is not limited to, any subdivision, short subdivision, platting, binding site plan, testamentary division, or other process by which the Property is divided into lots, or by which title to different portions of the Property are

held by different owners, except that Grantor may segregate the Structures and Driveway Area from the remainder of the Property and separately convey it to a third party subject to prior written approval of Grantee or as provided in Subsection D. of Section VI below. This restriction shall not be interpreted to prohibit conventional leases of the Structures and Driveway Area and structures contained therein; and

D. Mining. The exploration for, or development and extraction of minerals and hydrocarbons on or below the surface of the Property is prohibited.

In addition, and without limiting the generality of the foregoing, the following uses of, or activities on, the Protected Area of the Property, though not an exhaustive list of inconsistent uses or activities, are inconsistent with the Purpose of this Conservation Easement and shall be prohibited, except as expressly provided in Section VI below:

E. Commercial Commodity Production. The commercial production of agricultural, mining and/or forest commodities on the Protected Area of the Property. This provision includes the prohibition of commercial harvest of timber and any land clearing operation that is designed to convert the Property from its existing use to commercial commodity production.

F. Construction. The placement or construction of any buildings, structures, or other improvements of any kind (including, without limitation, fences, roads, trails, utilities and parking lots) on the Protected Area of the Property, except as permitted in Subsections C. and E. of Section VI below.

G. Alteration of Land. The alteration of the surface of the land within the Protected Area of the Property, including, without limitation, the excavation or removal of soil, sand, gravel, rock, peat, or sod, except as deemed necessary by Grantee to preserve or protect the Conservation Values of the Property or for the study of any incidental archeological findings or as is necessary for uses permitted in Subsections C. and E. of Section VI below.

H. 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 on the Protected Area of the Property.

I. Alteration of Water Courses. The draining, filling, dredging, ditching, or diking of wetland areas, the alteration or manipulation of ponds and water courses, or the creation of new wetlands, water impoundments, or water courses on the Protected Area of the Property, except as necessary to protect public health or safety or property on the Property or adjacent property, or as deemed necessary by Grantee to preserve or protect the Conservation Values of the Property.

J. Removal of Trees and Other Vegetation. The pruning, cutting down, or other destruction or removal of live and dead trees and other vegetation located in the Protected Area of the Property, except as deemed necessary by Grantee to protect or preserve the Conservation Values of the Property or as permitted in Subsections C., E., F., and G. of Section VI below, or to remove plants that are listed as noxious plants by the State of Washington Department of Agriculture. This includes the prohibition of harvesting or cutting of trees for lumber.

K. Waste Disposal. The disposal or storage of rubbish, garbage, debris, hydrocarbons, abandoned vehicles or equipment or parts thereof or other unsightly, offensive, or hazardous waste or material on the Protected Area of the Property.

L. Construction of Additional Roads. The construction of roads for any purpose on the Protected Area of the Property.

M. Signs. The placement of commercial signs, billboards, or other advertising material on the Protected Area of the Property.

N. Wildlife Disruption. The intentional disruption of wildlife breeding and nesting activities within the Protected Area of the Property. This would include, but not limited to, any human activity or disruption by domestic animals.

O. Domestic Animals. The keeping of domestic animals within the Protected Area of the Property.

P. Introduced Vegetation. The intentional introduction of nonnative invasive species on the Protected Area of the Property. Nonnative invasive species may be defined by the Washington State University Cooperative Extension Service.

Q. Harvesting of Native Plants. The gathering, picking, taking or harvesting of native plants from the Protected Area of the Property.

R. Off-Road Vehicles and Excessive Noise. The operation of bicycles, motorcycles, dune buggies, snow mobiles, or other type of off-road motorized recreational vehicles or the operation of other sources of excessive noise pollution on the Protected Area of the Property.

VI. PERMITTED USES

A. General. Grantor reserves for itself and its heirs, successors, and assigns, any use of, or activity on, the Property, including the Protected Area of the Property, which is not inconsistent with the Purpose of the Conservation Easement and which is not prohibited herein. Such uses specifically include the maintenance of one single-family

residence or one non-profit office/educational center, together with public parking for the Trail, and appurtenant structures and driveway within the Structures and Driveway Area without any restrictions other than those specifically enumerated within Subsections B., C. and D. of Section V above.

Without limiting the generality of the foregoing, Grantor specifically reserves for itself and its heirs, successors, and assigns, the following uses and activities on the Protected Area of the Property, but is not obligated to undertake any of these:

B. Low Impact Recreation. To conduct passive recreational activities such as hiking, bird watching, etc., on the Protected Area of the Property, provided that such activities are conducted in a manner and intensity that does not adversely and materially impact plant and wildlife habitat on the Protected Area of the Property or the Grantor's quiet enjoyment of the Property.

C. Public Trail Construction and Maintenance. To maintain and improve the Trail that runs through the Protected Area of the Property, including by the City of Mount Vernon, as holder of the Trail Easement, or volunteer organization working under its direction, provided such any such Trail activity is consistent with the Trail Easement. The Trail may be relocated, or extended to the north, on the Protected Area, provided that the Trail remains located within that portion of the Protected Area east of the Structures and Driveway Area and such relocation or extension is approved in advance in writing by both Grantor and Grantee. New public trails may be constructed and maintained subject to prior written approval of Grantee.

All such trail maintenance and construction shall not adversely and materially impact the Conservation Values of the Property.

D. Land Division. To convey any portion of the Property to an entity that meets the qualifications under the provisions of RCW 64.04.130, for permanent conservation ownership, subject to the prior written approval of Grantee.

E. Signage. To place signs on the Protected Area of the Property to declare that a Conservation Easement has been placed on the Property or to post notice of a wildlife area or to state the conditions of access to the Protected Area of the Property such as no hunting or shooting, provided that such signs are built and located to protect and preserve, as much as possible, the Conservation Values of the Property. Signs in excess of sixteen (16) square feet in area shall be subject to the prior written approval of the Grantee.

F. Hazardous Tree Removal. To trim or remove trees or other vegetation within the Protected Area of the Property that pose a threat to property, public health and safety of neighbors, general public or users of the Property or surrounding forest areas.

G. Forest Management. To plant native species of trees or shrubs within the Protected Area of the Property, as well as to undertake forest management practices designed to address forest health or to enhance or restore native wildlife habitat, including thinning or topping of existing trees, provided that any cut trees are not removed from the Protected Area of the Property. Such activities shall be carried out in compliance with federal, state and local regulations, mutually agreed upon in writing by both Grantor and Grantee. Prior to such forest management activities, Grantor shall submit to Grantee, for review and written approval, a forest management plan that describes the habitat enhancement objectives of the management plan and the specific practices proposed.

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

VII. NOTICE AND APPROVAL

A. Notice. Grantor shall notify Grantee, in accordance with the procedures of this Section VII, before Grantor undertakes any activity on the Property that may have an adverse and material impact on the Conservation Values of the Property. Specifically, Grantor shall notify Grantee and receive Grantee's written approval prior to undertaking certain permitted activities provided in Subsection C. of Section V and Subsections C., D., E., and G of Section VI. 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 Conservation Easement. Whenever notice is required, Grantor shall notify Grantee in writing not less than thirty (30) days prior to the date Grantor intends to undertake the use or activity in question. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit Grantee to make an informed judgment as to its consistency with the Purpose of this Conservation 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 Conservation 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 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 in the manner provided in this Section VII. If Grantee fails thereafter to act on Grantor's request within thirty (30) days of receipt of Grantor's written request for approval, Grantor may assume Grantee's approval of the permitted use or activity in question.

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 Grantor: Virginia L. Darvill
1819 Hickox Road
Mount Vernon, WA 98274

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

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

easement
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

MAR 03 2016

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

VIII. DISPUTE RESOLUTION

If a dispute arises between the parties concerning the consistency of any proposed use or activity with the Purpose of this Conservation Easement, the parties shall meet together to discuss the dispute and attempt resolution. Thereafter, either party may refer the dispute to mediation or arbitration by request made in writing and delivered in person or by mail postage prepaid upon the other (except with respect to extinguishment of this Conservation Easement which shall occur only in accordance with Section XII below). Within thirty (30) days after receipt of a written request for arbitration the parties agree to select a single arbiter from the list of approved arbiters maintained by the Court Administrator for Skagit County Superior Court to hear the matter. If the matter is not settled by mediation or negotiation prior to the date set for hearing pursuant to the Mandatory Arbitration Rules of the Skagit County Superior Court and RCW 7.04, the arbiter shall decide the case and the prevailing party shall have the right to enter a judgment in the Skagit County Superior Court on the arbiter's award subject to the rights of appeal provided by the Mandatory Arbitration Rules of the Superior Court. If an appeal from arbitration is pursued, the prevailing party shall be entitled according to court rules then in effect, to such additional relief, including reasonable costs and attorney's fees, as may be allowed by law for successfully defending the arbiter's award. Either party may apply to the duly appointed arbiter for an injunction against the use or activity pending hearing on the dispute notwithstanding the general limitation of arbiter's power under the mandatory arbitration rules.

IX. GRANTEE'S REMEDIES

A. General. Grantor and Grantee have a common interest in the reasonable application of the terms of this Conservation Easement to the Property and the parties undertake the grant and acceptance of the Conservation 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 the Grantor or any of its agents, employees, contractors, family members, invitees or licensees, is in violation of the terms of this Conservation Easement or that a violation is threatened, Grantee shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the Purpose of this Conservation Easement, to restore the portion of the Property so injured.

C. Grantor's Failure to Respond. If Grantor:

1. Fails to cure the violation within thirty (30) days after receipt of notice thereof from Grantee;

2. Under circumstances where the violation cannot reasonably be cured within the thirty (30) day period, fails to begin curing such violation within the thirty (30) day period; or

3. Fails to continue diligently to cure such violation until finally cured;

Grantee may bring an action as provided in subsection D.

D. Grantee's Action. Grantee may bring action at law or in equity in a court of competent jurisdiction to enforce the terms of this Conservation 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 Conservation Easement or injury to any Conservation Values protected by this Conservation Easement, including damages for the loss of the Conservation Values; and to require the restoration of the 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 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 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 Conservation Easement, and Grantor agrees that Grantee's remedies at law for any violation of the terms of this Conservation 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 Conservation 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 Enforcement.

1. In the event that Grantee takes action to enforce the terms of this Conservation Easement because of Grantor's violation, the costs of restoration and the Grantee's reasonable enforcement expenses, including attorney's fees, shall be borne by the Grantor, or those of Grantor's heirs, successors, or assigns against whom a judgment is entered. In the event that Grantee secures redress for a violation of this Conservation Easement by Grantor without initiating or completing a judicial proceeding, the costs of such restoration and Grantee's reasonable expenses shall be borne by Grantor and those of

Grantor's heirs, successors, or assigns who are otherwise determined to be responsible for the violation. If, however, Grantor prevails in any judicial proceeding initiated by Grantee to enforce the terms of the Conservation Easement, Grantor's costs of suit, including reasonable attorney's fees, shall be borne by the Grantee.

2. When the act(s) or omission(s) of a third party causes or threatens to cause damage to Conservation Values of the Property, the Grantor and Grantee, or their lawful successors, agree to promptly communicate the nature and extent of the damage, actual or threatened, and any proposed response to each other. Grantor and Grantee agree to share equally the cost of any mutually approved enforcement action, including attorney's fees or costs of an action for damage or equitable relief. This clause shall not prevent either party from seeking declaratory or mandatory relief when the other party fails to carry out a duty imposed by this Conservation Easement. Neither shall this clause prohibit either party from taking independent enforcement action.

H. Grantee's Discretion. Enforcement of the terms of this Conservation Easement shall be at the discretion of the Grantee, and any forbearance by the Grantee to exercise its rights under this easement in the event of any breach of any terms of this Conservation 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 Conservation 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 Amended and Restated Grant Deed of Conservation Easement and has consulted with and been advised by counsel of its terms and requirements. In full knowledge of the provisions of this Amended and Restated 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 Amended and Restated Grant Deed of Conservation Easement based upon waiver, laches, estoppel or prescription, except as contemplated by paragraph IX. K., the estoppel certificate procedure, and except as affected by written agreements prepared pursuant to paragraph IX. A.

J. Acts Within and Beyond Grantor's Control. Grantor is responsible for the acts and omissions of persons subject to its supervision and control acting on its behalf, at its direction or with its permission, and Grantee shall have the right to enforce this Conservation Easement against Grantor for any use of or activities on the Property which are a violation of this Conservation Easement and which result from such act or omission. Nothing contained in this Conservation Easement, however, shall be construed to entitle Grantee to bring any action against Grantor to abate, correct, or restore any condition on the Property or to recover damages for any injury to or change in the Property resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from acts of trespassers that Grantor could not reasonably have anticipated or prevented or from any prudent action taken by Grantor under emergency

conditions to prevent, abate, or mitigate significant injury to the 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 Conservation Easement and otherwise evidences the status of this Conservation Easement as requested by Grantor.

L. Action against Trespassers. In the event the terms of this Conservation Easement are violated by acts of trespassers that Grantor could not reasonably have anticipated or prevented, Grantee may initiate a suit against the trespasser for such violation. In such event, Grantor agrees, at Grantee's option and expense, to join in any such suit, to assign its right of action to Grantee, or to appoint Grantee its attorney in fact, for the purpose of pursuing the enforcement action against the trespassers, provided that the Grantor shall not be obligated to share in the costs of such enforcement. Under such circumstance, Grantee, in its sole and absolute discretion, may apply any damages recovered to the cost of undertaking the suit and any corrective action on the Property after first reimbursing the Grantor for any costs and fees incurred by the Grantor in connection with the corrective action.

X. ACCESS BY PUBLIC

A. No Rights to General Public. Nothing contained herein, shall be construed as affording any rights to the general public with respect to the Property, including without limitation, any rights of public access to, on or across, or public use of the Property except such permissive rights as authorized by Grantor or Grantee or by the City of Mount Vernon pursuant to the Trail Easement.

B. Liability for Public Use. By enhancing public access to the Property for educational and passive recreational purposes described in this Conservation Easement, neither Grantor nor Grantee shall be deemed to be liable for unintentional injuries to users of the Property, as provided for in RCW 4.24.210 or successor provision.

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 Property, including the maintenance of comprehensive general liability insurance coverage. Such insurance shall include Grantee's interest and name Grantee 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 Property by competent authority (collectively "taxes"), including any taxes imposed upon, or incurred as a result of, this Conservation Easement, and shall furnish Grantee with satisfactory evidence of payment upon request. Grantee is authorized, in the absence of any formal protest from the Grantor as to the validity of such taxes, but in no event obligated to make or advance any payment of taxes, upon three (3) 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 the Grantor at the maximum rate allowed by law.

C. Environmental Representations and Warranties. Grantor represents and warrants that to the best of Grantor's knowledge:

1. There are no apparent or latent defects in or on the Property;
2. There has been no release, dumping, burying or abandonment on the Property of any substances, materials, or wastes which are hazardous, toxic, harmful or dangerous, or are designated as, or contain components which are, or are designated as, hazardous, toxic, dangerous, or harmful and/or which are subject to regulation as hazardous or toxic, dangerous, or harmful and/or which are subject to regulation as hazardous or toxic, dangerous or as a pollutant by any federal, state or local law, regulation, statute, or ordinance;
3. Neither Grantor nor Grantor's predecessors in interest have disposed of any hazardous substances off-site, nor have they disposed of substances at sites designated or proposed to be designated as federal or state Superfund sites; and
4. There is no pending or threatened litigation affecting the Property or any portion thereof which will materially impair the value or usefulness of the 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.

D. Hold Harmless. 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, reasonable attorneys' fees, arising from or in any way connected with:

1. The existence or administration of this Conservation Easement or injury to, or the death of, any person or physical damage to any property, resulting from any act, omission, condition, or other matter related to, occurring, or arising out of the property due to the negligence of Grantor, its agents, employees or invitees, unless due to the negligence of the indemnified party;
2. The obligations specified in subsections A and B of this section;
3. The breach of the environmental representation and warranties specified in subsection C of this section.

XII. SUBSEQUENT TRANSFER OR EXTINGUISHMENT

A. Extinguishment. If circumstances arise in the future that render the Purpose of this Conservation Easement impossible to accomplish, this Conservation 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 Property subsequent to such termination or extinguishment, shall be determined, unless otherwise provided by Washington law at the time, in accordance with subsection B herein. Grantee shall use all such proceeds in a manner consistent with the conservation purposes of this grant.

B. Valuation. This Conservation Easement constitutes a real property interest immediately vested in Grantee, which, for the purpose of subsection A herein, the parties stipulate to have a fair market value determined by multiplying the fair market value of the Property unencumbered by the Conservation Easement (minus any increase in the value after the date of this grant attributable to improvements) by the ratio of the value of the Conservation Easement at the time of this grant to the value of the Property, without deduction for the value of the Conservation Easement, at the time of this grant. In the event that Grantor claims a deduction for federal income tax purposes allowable by reasons of this grant, the values at the time of this grant shall be those values used to calculate the deduction for federal income tax purposes allowable by reasons of this grant, pursuant to section 170(h) of the Code. For the purposes of this paragraph, the ratio of the value of the Conservation Easement to the value of the Property unencumbered by the Conservation Easement shall remain constant.

C. Condemnation. If ever all or part of the Property is taken in exercise of eminent domain by public, corporate, or other authority so as to abrogate the restrictions imposed by this Conservation Easement, the Grantor and the Grantee shall join in appropriate actions at the time of such taking to recover the full value of the taking and all incidental or direct damages resulting from the taking. All expenses reasonably incurred by the Grantor and the Grantee in this action shall be paid out of the recovered proceeds and the proceeds remaining after the payment of such expenses shall be allocated in accordance with subsection B above.

D. Subsequent Transfers. Grantor agrees (1) to incorporate the terms of this Conservation Easement in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Property including without limitation, a leasehold interest, and (2) to describe this Conservation Easement in and append it to, any executory contract for the transfer of any interest in the Property, as the case may be. Grantor further agrees to give written notice to the 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 the Grantor to perform any act required by this paragraph shall not impair the validity of this Conservation Easement or limit its enforceability in any way.

XIII. AMENDMENT

If circumstances arise under which an amendment to or modification of this Conservation Easement would be appropriate, Grantor and Grantee are free to jointly amend this Conservation Easement; provided that no amendment shall be allowed that shall affect the qualification of this Conservation 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 Code, and any amendment shall be consistent with the Purpose of this Conservation Easement, and shall not affect its perceptual duration. In addition, any amendment shall be consistent with Grantee's Conservation Easement Amendment Policy. Any such amendment shall be recorded in the official records of Skagit County, Washington, and any other jurisdiction in which such recording is required.

XIV. ASSIGNMENTS

A. Assignment. This Conservation Easement is transferable, but Grantee may assign its rights and obligations under this Conservation Easement only to an organization that is a qualified organization at the time of transfer under Section 170(h) of the Code (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 conservation purposes that this Conservation 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 the 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 Conservation Easement, in the following order:

1. San Juan Preservation Trust
P.O. Box 759
Friday Harbor, WA 98250
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); 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 Conservation Easement shall vest in such organization as a court of competent

jurisdiction shall direct, pursuant to the applicable Washington law and the Code (or corresponding provision of any future statute) and with due regard to the Purpose of this Conservation 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 Conservation Easement.

XVI. GENERAL PROVISIONS

A. Controlling Law. The interpretation and performance of this Conservation 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 Conservation Easement shall be liberally construed in favor of the grant to effect the Purpose of this Conservation 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 Conservation 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 Conservation Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Conservation 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 Conservation Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Conservation 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 herein.

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

F. "Grantor" - "Grantee". The term "Grantor" and "Grantee," wherever used herein, and any pronouns used in the place thereof, shall be held to mean and include, respectively the above-named Grantor, and its personal representatives, heirs, successors, and assigns, and the above-named Grantee, its successors and assigns.

G. Successors. The covenants, terms, conditions, and restrictions of this Conservation 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 Property.

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

I. 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.

J. 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.

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

XVII. SCHEDULE OF EXHIBITS

- A. Legal Description of Property
- B. Legal Description of Protected Area
- C. Legal Description of Structures and Driveway Area
- D. Site Map
- E. Baseline Report

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

IN WITNESS WHEREOF, the undersigned Grantor has executed this instrument this 3rd day of March, 2016.

Virginia Darvill
Grantor (Virginia T. Darvill)

State of Washington)
County of Skagit) ss.

On this day personally appeared before me Virginia T. Darvill, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he/she signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

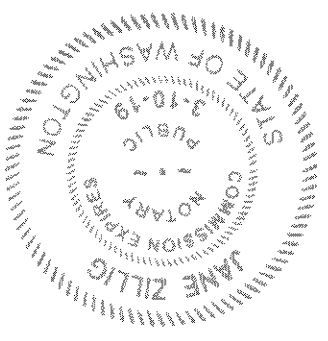
Given under my hand and official seal this 3 day of March, 2016

Jane Zullig
Notary Public in and for said State of Washington

JANE ZULLIG
Printed Name

Residing at 3300 Woodly, WA

My commission expires: 3-10-19



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

Dated: 2/24/16

By: [Signature]

Its SARA YOUNG, PRESIDENT

State of Washington)
County of Skagit) ss.

I certify that I know or have satisfactory evidence that Sara Young is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he 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.

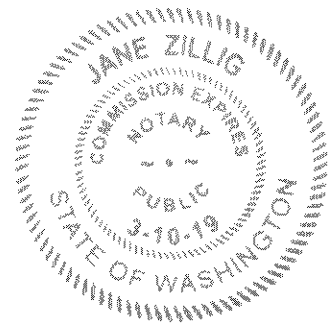
Dated: 2-24-16

[Signature]
Notary Public in and for said State of Washington

Jane Zillig
Printed Name

Residing at: Sea 10 Woolley, WA

My commission expires: 3-10-19



UNOFFICIAL DOCUMENT

Exhibit A

Legal Description of Property Subject to Conservation Easement

PARCEL "X":

That portion of the West ½ of the West ½ of the West ½ of the Southwest ¼ of Section 33, Township 34 North, Range 4 East, W.M., being more particularly described as follows:

Beginning at the Southeast corner of Lot 8 in the "PLAT OF SKYRIDGE DIVISION NO. III" as shown on the map recorded in Volume 13 of Plats, page 22, under Auditor's File No. 8008260001, records of Skagit County; thence South 0°25'44" East along the East line of said subdivision 200 feet to the true point of beginning; thence South 89°36'18" West 135.01 feet; thence South 0°23'42" East 30 feet; thence North 89°36'18" East 135.01 feet to the intersection with the East line of said subdivision; thence North 0°25'44" East along said East line to the true point of beginning.

TOGETHER WITH a non-exclusive easement for ingress, egress and utilities over and across Tract "A" of "PLAT OF SKYRIDGE, DIVISION NO. 5" as per plat recorded in Volume 14 of Plats, page 9, records of Skagit County, as established by deed recorded July 9, 1985 as Auditor's File No. 8507090074.

PARCEL "Y":

The East 330 feet of the West 660 feet of the Southwest ¼ of Section 33, Township 34 North, Range 4 East, W.M.,

EXCEPT the South 1,452 feet of the West 150 feet thereof;

ALSO EXCEPT that portion thereof lying Southerly of the following described line:

Beginning at the intersection of the East line of the West 480 feet of said Southwest ¼ and the North line of the South 432 feet of said Southwest ¼ (said point being the Northwest corner of that certain tract conveyed to Doran W. Slater, et ux, by deed recorded September 7, 1972, under Auditor's File No. 773693); thence North 0°47' West parallel with the West line of said Section, a distance of 500 feet to the true point of beginning of said line; thence East 180 feet to the East line of the West 660 feet of said Southwest ¼ and the terminal point of said line.

ALSO EXCEPT: The North 235.48 feet of the West 17.2 feet of the East $\frac{1}{2}$ of the West $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 33, Township 34 North, Range 4 East, W.M..

PARCEL "Z":

The East $\frac{1}{2}$ of the West $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of Section 33, Township 34 North, Range 4 East, W.M.,

EXCEPT County Road along the South line thereof; EXCEPT the East 101.8 feet thereof; and

ALSO EXCEPT the following described tracts:

a.) Beginning at the Southwest corner of said Section 33; thence East along the South line of Section 33, a distance of 940.0 feet; thence North $0^{\circ}19'$ East, parallel with the East line of the West $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of said Section 33 (according to the Plat of "LINDA VISTA ADDITION", as per plat recorded in Volume 7 of Plats, page 74, records of Skagit County) a distance of 432.0 feet; thence West 30.00 feet to the true point of beginning; thence North $0^{\circ}19'$ East a distance of 100 feet, more or less, to the Northeast corner of a tract conveyed to Gerhard H. Hoffman, et ux, by deed recorded January 5, 1968, under Auditor's File No. 709030; thence West along the North line of said Hoffman tract 260.21 feet, more or less, to the West line of said East $\frac{1}{2}$ of the West $\frac{1}{2}$ of the Southwest $\frac{1}{4}$; thence South along said West line, a distance of 100 feet, more or less, to the South line of said Hoffman tract; thence East along the South line of said tract a distance of 260.21 feet, more or less, to the true point of beginning.

b.) That portion of the South 432 feet of the East $\frac{1}{2}$ of the West $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of said Section 33 lying Westerly of the East 101.8 feet thereof and lying Easterly of the following described line:

Beginning at the Southwest corner of said East $\frac{1}{2}$ of the West $\frac{1}{2}$ of the Southwest $\frac{1}{4}$; thence North on the West line of said East $\frac{1}{2}$ of the West $\frac{1}{2}$ a distance of 432 feet; thence East parallel with the South line of said Southwest $\frac{1}{4}$, a distance of 310 feet to the true point of beginning of said line; thence South parallel with the West line of said East $\frac{1}{2}$ of the West $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ to the South line thereof, and the terminal point of said line.

c.) Beginning at the Southwest corner of said East $\frac{1}{2}$ of the West $\frac{1}{2}$ of the Southwest $\frac{1}{4}$; thence North on the West line of said East $\frac{1}{2}$ of the West $\frac{1}{2}$ a distance of 432 feet to the true point of beginning; thence East parallel with the South line of said Southwest $\frac{1}{4}$, a distance of 250 feet; thence South parallel with

the West line of said East $\frac{1}{2}$ of the West $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ a distance of 402 feet, more or less, to the North line of Hickox Road; thence West along the North line of said Hickox Road a distance of 250 feet to the West line of said subdivision; thence North along said West line a distance of 402 feet to the true point of beginning.

d.) That portion thereof lying within those premises conveyed to "Lawrence W. Pirkle, as Trustee..." by deed recorded June 17, 1980 as Auditor's File No. 8006170041.

e.) Beginning at the Southwest corner of said Section 33; thence East along the South boundary of said Section 33, a distance of 940.00 feet; thence North $00^{\circ}19'00''$ East, a distance of 1,432.00 feet to the true point of beginning of this description; thence East a distance of 50 feet; thence North, a distance of 350.00 feet; thence South $68^{\circ}35'13''$ West, a distance of 273.91 feet; thence South, a distance of 250.00 feet; thence East, a distance of 205.00 feet to the true point of beginning of this description.

SUBJECT TO and TOGETHER WITH easements, reservations, restrictions, covenants, liens, leases, court cases and other instruments of record.

Situate in the County of Skagit, State of Washington

Exhibit B

Legal Description of Protected Area

PARCEL "Y":

The East 330 feet of the West 660 feet of the Southwest $\frac{1}{4}$ of Section 33, Township 34 North, Range 4 East, W.M.,

EXCEPT the South 1,452 feet of the West 150 feet thereof;

ALSO EXCEPT that portion thereof lying Southerly of the following described line:

Beginning at the intersection of the East line of the West 480 feet of said Southwest $\frac{1}{4}$ and the North line of the South 432 feet of said Southwest $\frac{1}{4}$ (said point being the Northwest corner of that certain tract conveyed to Doran W. Slater, et ux, by deed recorded September 7, 1972, under Auditor's File No. 773693); thence North $0^{\circ}47'$ West parallel with the West line of said Section, a distance of 500 feet to the true point of beginning of said line; thence East 180 feet to the East line of the West 660 feet of said Southwest $\frac{1}{4}$ and the terminal point of said line.

ALSO EXCEPT: The North 235.48 feet of the West 17.2 feet of the East $\frac{1}{2}$ of the West $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 33, Township 34 North, Range 4 East, W.M..

PARCEL "Z":

The East $\frac{1}{2}$ of the West $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of Section 33, Township 34 North, Range 4 East, W.M.,

EXCEPT County Road along the South line thereof; EXCEPT the East 101.8 feet thereof;

ALSO EXCEPT the following described tracts:

a.) Beginning at the Southwest corner of said Section 33; thence East along the South line of Section 33, a distance of 940.0 feet; thence North $0^{\circ}19'$ East, parallel with the East line of the West $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of said Section 33 (according to the Plat of "LINDA VISTA ADDITION", as per plat recorded in Volume 7 of Plats, page 74, records of Skagit County) a distance of 432.0 feet; thence West 30.00 feet to the true point of beginning; thence North $0^{\circ}19'$ East a distance of 100 feet, more or less, to the Northeast corner of a tract conveyed to

Gerhard H. Hoffman, et ux, by deed recorded January 5, 1968, under Auditor's File No. 709030; thence West along the North line of said Hoffman tract 260.21 feet, more or less, to the West line of said East $\frac{1}{2}$ of the West $\frac{1}{2}$ of the Southwest $\frac{1}{4}$; thence South along said West line, a distance of 100 feet, more or less, to the South line of said Hoffman tract; thence East along the South line of said tract a distance of 260.21 feet, more or less, to the true point of beginning.

b.) That portion of the South 432 feet of the East $\frac{1}{2}$ of the West $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of said Section 33 lying Westerly of the East 101.8 feet thereof and lying Easterly of the following described line:

Beginning at the Southwest corner of said East $\frac{1}{2}$ of the West $\frac{1}{2}$ of the Southwest $\frac{1}{4}$; thence North on the West line of said East $\frac{1}{2}$ of the West $\frac{1}{2}$ a distance of 432 feet; thence East parallel with the South line of said Southwest $\frac{1}{4}$, a distance of 310 feet to the true point of beginning of said line; thence South parallel with the West line of said East $\frac{1}{2}$ of the West $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ to the South line thereof, and the terminal point of said line.

c.) Beginning at the Southwest corner of said East $\frac{1}{2}$ of the West $\frac{1}{2}$ of the Southwest $\frac{1}{4}$; thence North on the West line of said East $\frac{1}{2}$ of the West $\frac{1}{2}$ a distance of 432 feet to the true point of beginning; thence East parallel with the South line of said Southwest $\frac{1}{4}$, a distance of 250 feet; thence South parallel with the West line of said East $\frac{1}{2}$ of the West $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ a distance of 402 feet, more or less, to the North line of Hickox Road; thence West along the North line of said Hickox Road a distance of 250 feet to the West line of said subdivision; thence North along said West line a distance of 402 feet to the true point of beginning.

d.) That portion thereof lying within those premises conveyed to "Lawrence W. Pirkle, as Trustee..." by deed recorded June 17, 1980 as Auditor's File No. 8006170041.

ALSO EXCEPT (*Structures and Driveway Area*):

That portion of the East $\frac{1}{2}$ of the West $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of Section 33, Township 34 North, Range 4 East, W.M. described as follows:

Beginning at the Southwest corner of said Section 33; thence East along the South boundary of said Section 33, a distance of 940.00 feet to a point hereinafter labelled Point "A"; thence North $00^{\circ}19' 00''$ East, a distance of 1,432.00 feet to the True Point of Beginning of this description; thence East a distance of 50 feet; thence North, a distance of 350.00 feet; thence South $68^{\circ} 35' 13''$ West, a distance of 273.91 feet; thence South, a distance of 250.00 feet; thence East, a distance of 205.00 feet to the True Point of Beginning of this description; TOGETHER WITH a 60-foot wide strip of land centered on the line running between Point "A" and the True Point of Beginning;

EXCEPT from said 60-foot wide strip of land any portion thereof across the South end thereof lying within the Hickox Road and

ALSO EXCEPT from said 60-foot wide strip of land any portion thereof lying within the four following described tracts:

a.) Beginning at the Southwest corner of said Section 33; thence East along the South line of Section 33, a distance of 940.0 feet; thence North $0^{\circ}19'$ East, parallel with the East line of the West $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of said Section 33 (according to the Plat of "LINDA VISTA ADDITION", as per plat recorded in Volume 7 of Plats, page 74, records of Skagit County) a distance of 432.0 feet; thence West 30.00 feet to the true point of beginning; thence North $0^{\circ}19'$ East a distance of 100 feet, more or less, to the Northeast corner of a tract conveyed to Gerhard H. Hoffman, et ux, by deed recorded January 5, 1968, under Auditor's File No. 709030; thence West along the North line of said Hoffman tract 260.21 feet, more or less, to the West line of said East $\frac{1}{2}$ of the West $\frac{1}{2}$ of the Southwest $\frac{1}{4}$; thence South along said West line, a distance of 100 feet, more or less, to the South line of said Hoffman tract; thence East along the South line of said tract a distance of 260.21 feet, more or less, to the true point of beginning.

b.) That portion of the South 432 feet of the East $\frac{1}{2}$ of the West $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of said Section 33 lying Westerly of the East 101.8 feet thereof and lying Easterly of the following described line:

Beginning at the Southwest corner of said East $\frac{1}{2}$ of the West $\frac{1}{2}$ of the Southwest $\frac{1}{4}$; thence North on the West line of said East $\frac{1}{2}$ of the West $\frac{1}{2}$ a distance of 432 feet; thence East parallel with the South line of said Southwest $\frac{1}{4}$, a distance of 310 feet to the true point of beginning of said line; thence South parallel with the

West line of said East ½ of the West ½ of the Southwest ¼ to the South line thereof, and the terminal point of said line.

c.) Beginning at the Southwest corner of said East ½ of the West ½ of the Southwest ¼; thence North on the West line of said East ½ of the West ½ a distance of 432 feet to the true point of beginning; thence East parallel with the South line of said Southwest ¼, a distance of 250 feet; thence South parallel with the West line of said East ½ of the West ½ of the Southwest ¼ a distance of 402 feet, more or less, to the North line of Hickox Road; thence West along the North line of said Hickox Road a distance of 250 feet to the West line of said subdivision; thence North along said West line a distance of 402 feet to the true point of beginning.

d.) That portion thereof lying within those premises conveyed to "Lawrence W. Pirkle, as Trustee..." by deed recorded June 17, 1980 as Auditor's File No. 8006170041.

ALSO EXCEPT (*SE corner encroachment area*):

BEGINNING at the Southwest corner of the Southwest 1/4 of the Southwest 1/4 of Section 33, Township 34 North, Range 4 East, W.M. (Southwest Section corner);
thence South 89°37'51" East along the South line of said subdivision for a distance of 1,328.63 feet, more or less, to the Southeast corner thereof (1/16 corner);
thence North 0°40'43" West along the East line of said subdivision for a distance of 432.07 feet, more or less, to the North line of the South 432.00 feet, (as measured perpendicular to the South line) of said subdivision;
thence North 89°37'51" West along said North line for a distance of 101.82 feet, more or less, to the West line of the East 101.80 feet (as measured perpendicular to the East line) of said subdivision and being the TRUE POINT OF BEGINNING;
thence continue North 89°37'51" West along said North line for a distance of 92.02 feet to the West line of the East 193.80 feet (as measured perpendicular to the East line) of said subdivision;
thence North 0°40'43" West for a distance of 145.64 feet;
thence South 89°37'51" East for a distance of 92.02 feet, more or less, to said West line of said East 101.80 feet of said subdivision at a point bearing North 0°40'43" West from the TRUE POINT OF BEGINNING;
thence South 0°40'43" East along said West line for a distance of 145.64 feet, more or less, to the TRUE POINT OF BEGINNING.

SUBJECT TO and TOGETHER WITH easements, reservations, restrictions, covenants, liens, leases, court causes and other instruments of record.

Situate in the County of Skagit, State of Washington.

Containing 13,399 sq ft 0.31 acres

Exhibit C

Legal Description of Structures and Driveway Area

That portion of the East $\frac{1}{2}$ of the West $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of Section 33, Township 34 North, Range 4 East, W.M. described as follows:

Beginning at the Southwest corner of said Section 33; thence East along the South boundary of said Section 33, a distance of 940.00 feet to a point hereinafter labelled Point "A"; thence North $00^{\circ}19' 00''$ East, a distance of 1,432.00 feet to the True Point of Beginning of this description; thence East a distance of 50 feet; thence North, a distance of 350.00 feet; thence South $68^{\circ} 35' 13''$ West, a distance of 273.91 feet; thence South, a distance of 250.00 feet; thence East, a distance of 205.00 feet to the True Point of Beginning of this description; TOGETHER WITH a 60-foot wide strip of land centered on the line running between Point "A" and the True Point of Beginning;

EXCEPT from said 60-foot wide strip of land any portion thereof across the South end thereof lying within the Hickox Road and

ALSO EXCEPT from said 60-foot wide strip of land any portion thereof lying within the four following described tracts:

a.) Beginning at the Southwest corner of said Section 33; thence East along the South line of Section 33, a distance of 940.0 feet; thence North $0^{\circ}19'$ East, parallel with the East line of the West $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of said Section 33 (according to the Plat of "LINDA VISTA ADDITION", as per plat recorded in Volume 7 of Plats, page 74, records of Skagit County) a distance of 432.0 feet; thence West 30.00 feet to the true point of beginning; thence North $0^{\circ}19'$ East a distance of 100 feet, more or less, to the Northeast corner of a tract conveyed to Gerhard H. Hoffman, et ux, by deed recorded January 5, 1968, under Auditor's File No. 709030; thence West along the North line of said Hoffman tract 260.21 feet, more or less, to the West line of said East $\frac{1}{2}$ of the West $\frac{1}{2}$ of the Southwest $\frac{1}{4}$; thence South along said West line, a distance of 100 feet, more or less, to the South line of said Hoffman tract; thence East along the South line of said tract a distance of 260.21 feet, more or less, to the true point of beginning.

b.) That portion of the South 432 feet of the East $\frac{1}{2}$ of the West $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of said Section 33 lying Westerly of the East 101.8 feet thereof and lying Easterly of the following described line:

Beginning at the Southwest corner of said East $\frac{1}{2}$ of the West $\frac{1}{2}$ of the Southwest $\frac{1}{4}$; thence North on the West line of said East $\frac{1}{2}$ of the West $\frac{1}{2}$ a distance of 432

feet; thence East parallel with the South line of said Southwest $\frac{1}{4}$, a distance of 310 feet to the true point of beginning of said line; thence South parallel with the West line of said East $\frac{1}{2}$ of the West $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ to the South line thereof, and the terminal point of said line.

c.) Beginning at the Southwest corner of said East $\frac{1}{2}$ of the West $\frac{1}{2}$ of the Southwest $\frac{1}{4}$; thence North on the West line of said East $\frac{1}{2}$ of the West $\frac{1}{2}$ a distance of 432 feet to the true point of beginning; thence East parallel with the South line of said Southwest $\frac{1}{4}$, a distance of 250 feet; thence South parallel with the West line of said East $\frac{1}{2}$ of the West $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ a distance of 402 feet, more or less, to the North line of Hickox Road; thence West along the North line of said Hickox Road a distance of 250 feet to the West line of said subdivision; thence North along said West line a distance of 402 feet to the true point of beginning.

d.) That portion thereof lying within those premises conveyed to "Lawrence W. Pirkle, as Trustee," by deed recorded June 17, 1980 as Auditor's File No. 8006170041.

SUBJECT TO and TOGETHER WITH easements, reservations, restrictions, covenants, liens, leases, court cases and other instruments of record.

Situate in the County of Skagit, State of Washington

Exhibit D - Site Map

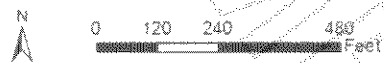
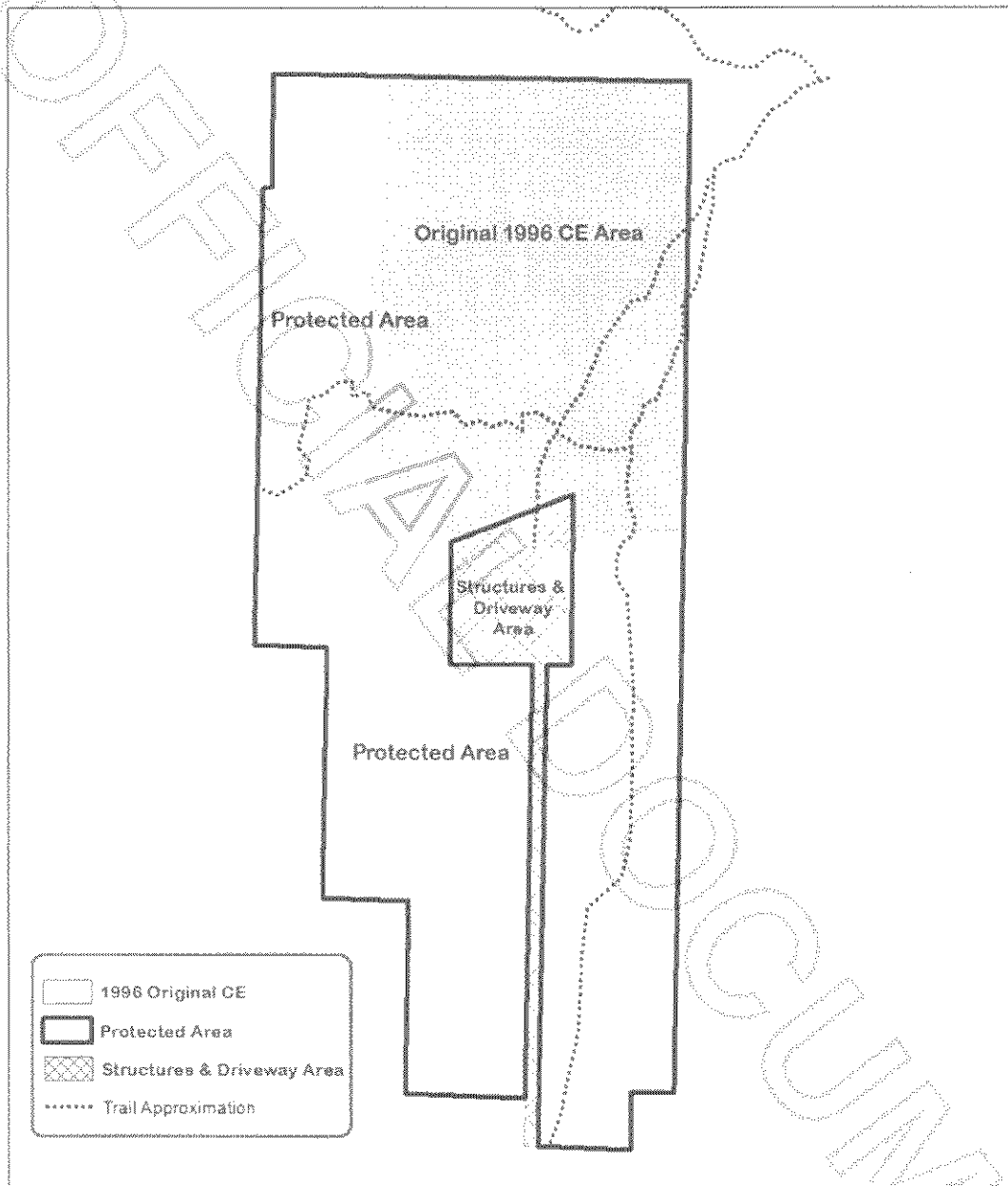


EXHIBIT E

**LITTLE MOUNTAIN (DARVILL) CONSERVATION EASEMENT
AMENDED AND RESTATED
BASELINE REPORT**



February 1st, 2016

Michael Kirshenbaum, M.S.
Stewardship Director, Skagit Land Trust

Little Mountain-Darvill Amended & Restated Conservation Easement – Skagit Land Trust

Grantor Information: Virginia Darvill
Location: 20175 E Hickox Rd, Mount Vernon, WA 98274
Skagit County, Washington
S33, T34, R04
Legal Description: *Full legal description shown in Exhibit A.*
Assessor's Tax Parcel No: P29660, P29661
Skagit Land Trust (Grantee) Contact: Skagit Land Trust,
PO Box 1017, Mount Vernon, WA 98273
(360) 428-7878

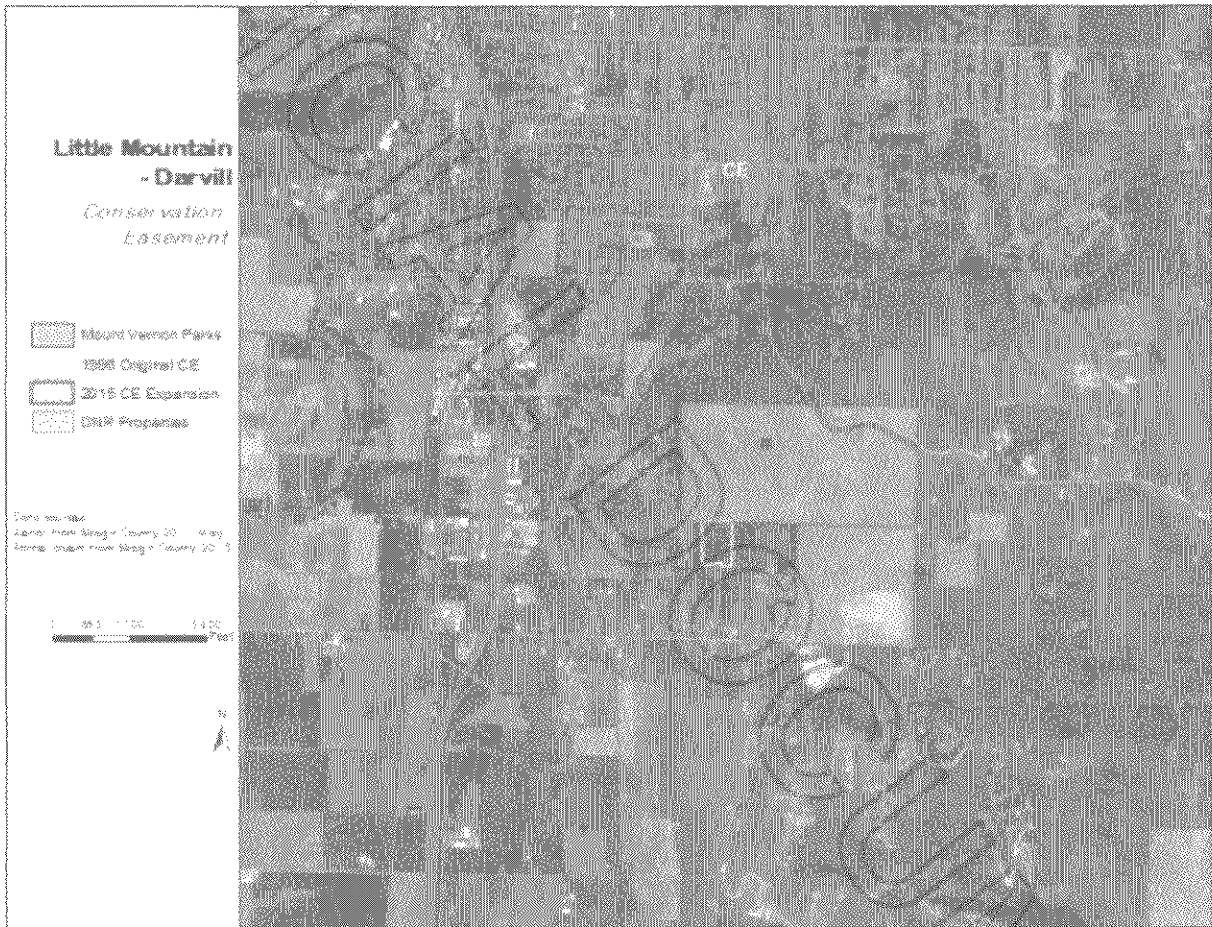
Property Information

Acres: 37 acres (appx)
Number of Homes: 1
Elevation: 80-400 ft.
County Zoning: Urban Reserve Residential
Survey: AP#: 201602090087
Driving Directions: From Mount Vernon, drive south on Cedardale Road, then left (east) on Hickox Rd for one mile, then left (north) on Mountain Ridge Drive to arrive at property driveway.

Geographic Context

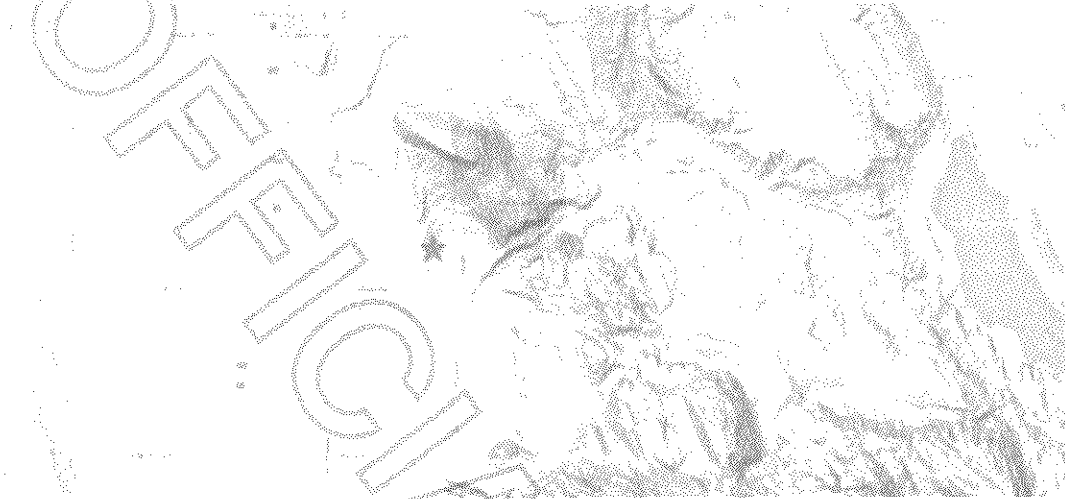
The protected property is located adjacent to the southeast boundary of the city of Mount Vernon in Skagit County, Washington. It occupies the downhill slope adjacent to the south side of the City of Mount Vernon's Little Mountain Park. Little Mountain is one of the western-most foothills of the North Cascades range. Nearby land ownership is primarily private residential, the city of Mount Vernon to the north, and some private timberland to the south and east. It is approximately 6 miles east of Puget Sound.

Geographic Context Map



Geology

Landforms Map



Terrain map of surrounding area (Google maps). The red star indicates the center of the property



Soils: The protected property lies on the slope of Little Mountain and has a southern aspect.

Soil types

- USGS Soil Type: 6 – Barneston very gravelly sandy loam, 8 to 30 percent slopes; .2% of area
- USGS Soil Type: 10 – Bellingham silt loam; 11.5% of area
- USGS Soil Type: 17 – Bow gravelly loam, 3 to 8 percent slopes; 6.2% of area
- USGS Soil Type: 67 – Høogdal silt loam, 8 to 15 percent slopes; 7.7% of area
- USGS Soil Type: 153 – Vanzandt very gravelly loam, 0 to 15 percent slopes; 74.4% of area

Soil map and information retrieved via USDA's Web Soil Survey, using a parcel layer provided by Skagit County.

Soils of the protected property are primarily Vanzandt very gravelly loam. This soil is moderately deep, moderately well drained and was formed in volcanic ash and glacial till, slope alluvium, and colluvium containing volcanic ash and glacial till. Vanzandt soils are on glacially modified mountain slopes and valleys. This soil is well suited to woodlands.

Hydrology

There are no streams on the protected property, which lies above the 100 year floodplain of the Skagit River. The property is located approximately ¾ mile west of Carpenter Creek. The property's lower east edge slopes very slightly to the east and moderately to the south. There are areas of year-round seep, and sometimes shallow pools form in varying location. The eastern side of the property often has wet soil, and some wetland associated plant species are present (such as *Equisetum arvense* and *Symplocarpus foetidus*). It is likely that much of the eastern portion of the property would currently be classified as Forested Wetland under the Department of Natural Resources Forest Practices Rules and Regulations.

Vegetation

Protected Area: The protected area consists almost entirely of a closed canopy of mature forest. The forest was likely harvested between 1910 and 1930, and the current second growth forest resulted from natural regeneration. It is a typical low elevation western Washington upland forest, with primarily coniferous (especially *Pseudotsuga menziesii*) and some deciduous canopy-dominating species, successional species and a diverse understory. Dominant species include Western red cedar, Douglas fir, and Western hemlock. *Hedera hibernica* and *Ilex aquifolium*, invasive species, are found scattered throughout the property. As noted in the 2009 Property Stewardship Plan (on file; developed by Virginia Darvill with the assistance of a forester), the forest is generally healthy, with no significant observable damage.

Structures and Driveway Area: The Structures and Driveway Area contains a variety of ornamental plant species.

Protected Area Plant List (partial list, additional species are present):

<i>Abies grandis</i> (Grand Fir)	<i>Prunus emarginata</i> (Bitter Cherry)
<i>Acer circinatum</i> (Vine Maple)	<i>Pseudotsuga menziesii</i> (Douglas Fir)
<i>Acer macrophyllum</i> (Big Leaf Maple)	<i>Pteridium aquilinum</i> (Bracken Fern)
<i>Alnus rubra</i> (Red Alder)	<i>Rhamnus purshiana</i> (Cascara)
<i>Berberis nervosa</i> and <i>Berberis aquifolium</i> (Oregon Grape)	<i>Rubus parviflorus</i> (Thimbleberry)
<i>Betula papyrifera</i> (Paper Birch)	<i>Rubus spectabilis</i> (Salmonberry)
<i>Carex garberi</i> (Elk Sedge)	<i>Rubus ursinus</i> (Trailing Blackberry)
<i>Corylus cornuta</i> (Beaked Hazelnut)	<i>Sambucus racemosa</i> (Red Elderberry)
<i>Equisetum arvense</i> (Horsetail Fern)	<i>Symplocarpus foetidus</i> (Skunk Cabbage)
<i>Gaultheria shallon</i> (Salal)	<i>Tellima grandiflora</i> (Fringecup)
<i>Monotropa uniflora</i> (Ghostflower)	<i>Thuja plicata</i> (Western Red Cedar)
<i>Oemleria cerasiforma</i> (Indian Plum)	<i>Tsuga heterophylla</i> (Western Hemlock)
<i>Picea sitchensis</i> (Sitka Spruce)	<i>Urtica dioica</i> (Stinging Nettle)
<i>Polystichum munitum</i> (Swordfern)	<i>Vaccinium parvifolium</i> (Red Huckleberry)
<i>Populus trichocarpa</i> (Black Cottonwood)	

Non-Native Planted Vegetation:

Pinus monticola (White Pine)

Pinus ponderosa (Ponderosa Pine)

Populus tremuloides (Quaking Aspen)

Invasive Vegetation:

Hedera hibernica (English Ivy)

Ilex aquifolium (English Holly)

Prunus laurocerasus (English Laurel)

Rubus armeniacus (Himalayan Blackberry)

Wildlife Habitat

The forest provides good habitat for a wide range of species. There is cover for resting, nesting, and hiding from predators or the elements. Understory shrub species, and other vegetation and insects throughout the forest, provide food. Pools of water and the spring provide cool, wet soils and sometimes drinking water. There are trees in a wide range of decay, including snags appropriate for nesting and cavity dwelling animals. This protected area adjoins Little Mountain Park and helps provide a wildlife corridor connecting to Big Lake, Devil's Mountain and the foothills of the Cascades. Development is a threat in immediately surrounding areas, making this corridor even more valuable in the future. The following lists contain species which have been observed on site or may be utilizing the site.

Amphibians and Reptiles:

Pacific Giant

Salamanders

Western Red-backed

Salamander

Rough-skinned Newt

Western Toad

Pacific Treefrog

Northern Red-legged

Frog

Common Garter Snake

Birds:

Osprey

Bald Eagle

Sharp Shinned Hawk

Cooper's Hawk

American Kestrel

Peregrine Falcon

Blue Grouse

Ruffed Grouse

Band Tailed Pigeon

Western Screech Owl

Great Horned Owl

Northern Pygmy Owl

Common Nighthawk

Rufous Hummingbird

Red-breasted Sapsucker

Hairy Woodpecker

Pileated Woodpecker

Olive Sided Flycatcher

Northern Flicker

Pacific Slope Flycatcher

Tree Swallow

Violet-green Swallow

Steller's Jay

American Crow

Black-capped

Chickadee

Red-breasted Nuthatch

Brown Creeper

Winter Wren

Hermit Thrush

American Robin

Varied Thrush

Cedar Waxwing

Bohemian Waxwing

Nashville Warbler

Yellow-rumped

Warbler

Black Throated Gray

Warbler

Wilson's Warbler

Black-headed Grosbeak

Rufous-sided Towhee

Chipping Sparrow

Dark eyed Junco

Purple Finch

Pine Siskin

Evening Grosbeak

Vaux's Swift

Downy Woodpecker

Western Tanager

Mammals:

Pacific Shrew*

Virginia Opossum*

Vagrant Shrew*

Broad Footed Mole*

Coast Mole*

Big Brown Bat*

Silver Haired Bat*

Coyote*

Black Bear

Raccoon
Long Tailed Weasel
Bobcat
Black Tailed Deer*

Mountain Beaver
Northern Flying
Squirrel
Bush Tailed Wood Rat

Deer Mouse
Pacific Jumping Mouse

* *Species which have been frequently observed by the homeowner, Virginia Darvill*

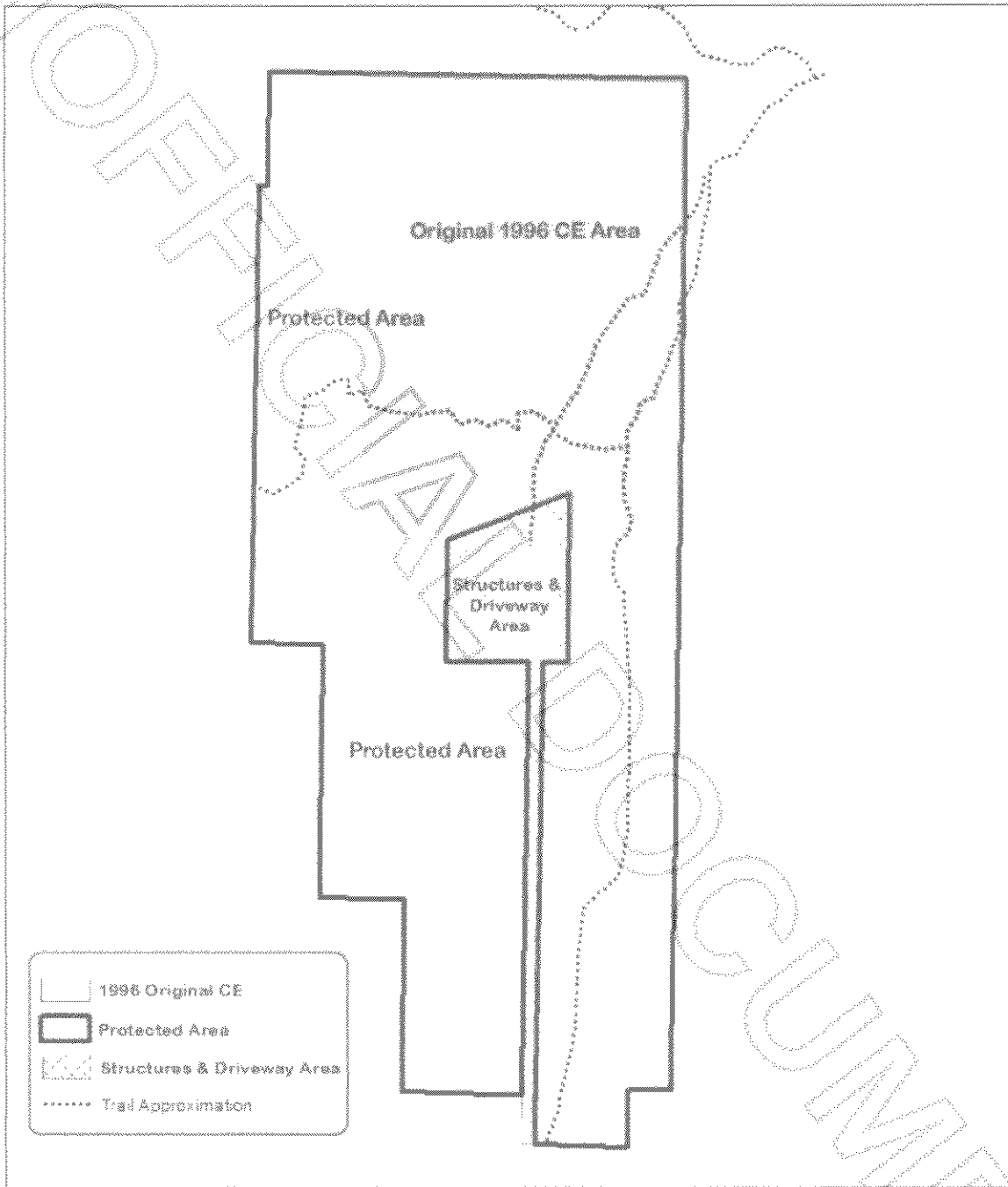
Built Environment and Human Impacts

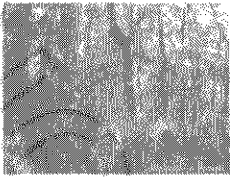
Protected Area: No structures are in this area. Remnants of old fencing lines follow some of the exterior property lines. Hiking trails throughout the protected property connect with the Little Mountain Park trail system. The City of Mount Vernon holds an easement for a foot trail along the eastern edge of the protected property. The trail easement was recorded under Auditor File #20120030064. There are some additional informal trails which the property owner and neighbors use, primarily to access the formal trail system. These informal trails run east-west across the northern portion of the protected area. Private homesites line the west and south protected area boundary, as well as the southeast boundary. The majority of the eastern boundary adjoins undeveloped private forestland. There are areas of slight (less than 10' wide), intermittent encroachment along western boundary – no structures are present, but there is evidence of disposal of yard and garden debris, as well as possible unauthorized trampling in this area.

Structures and Driveway Area: A single family residence, and a number of appurtenant structures, occupy this area. A small parking area (2-3 vehicles) associated with the trail easement is located at the south edge of the Structures and Driveway Area. A long gravel driveway, as well as power and phone transmission lines serving the residence, run the length of the Driveway Area.

Easements: The protected property is subject to three easements. One, held by PUD, is a 30' wide waterline, recorded under AF# 658950. The second, held by Gerhard A. Hoffman, et ux, allows ingress and egress over the south 532 ft of the private driveway and is recorded under AF# 709030. The third, held by the Puget Sound Power and Light Company, allows entrance to property and maintenance of the system and removal of vegetation endangering the system and is recorded under AF# 9112090079.

Site Map





Little Mountain 2011 PP1 NE



Little Mountain 2011 PP2 N



Little Mountain 2011 PP3 NW



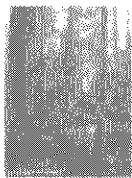
Little Mountain 2011 PP4 E



Little Mountain 2011 PP5 N



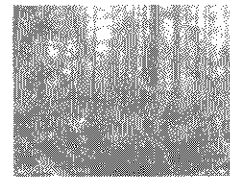
Little Mountain 2011 PP6 W



Little Mountain 2011 PP7 S



Little Mountain 2011 PP8 N



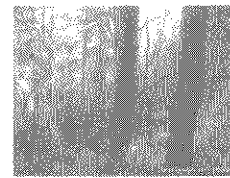
Little Mountain 2011 PP9 S



Little Mountain 2011 PP10 E



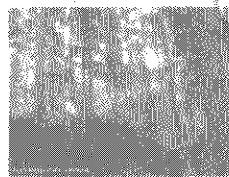
Little Mountain 2011 PP11 N



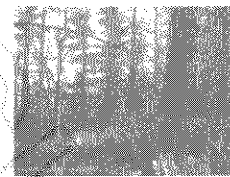
Little Mountain 2011 PP12 S



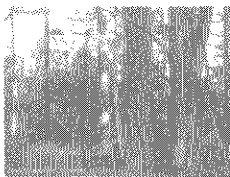
Little Mountain 2011 PP13 SE



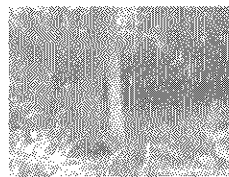
Little Mountain 2011 PP14 N



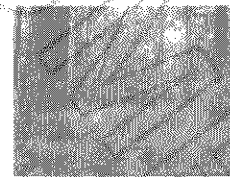
Little Mountain 2011 PP15 S



Little Mountain 2011 PP16 E



Little Mountain 2011 PP17 W



Little Mountain 2011 PP18 S



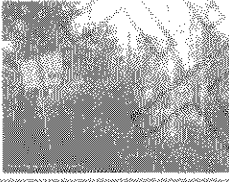
Little Mountain 2011 PP19 E



Little Mountain 2011 PP20 W



Little Mountain 2011 PP21 S



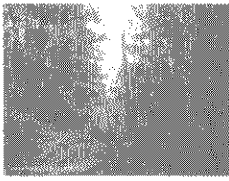
Little Mountain 2011 PP22 N



Little Mountain 2011 PP23 S



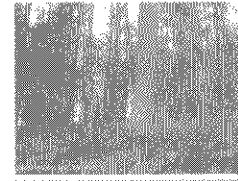
Little Mountain 2011 PP24 N



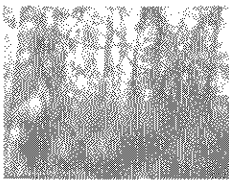
Little Mountain 2011 PP25 E



Little Mountain 2011 PP26 S



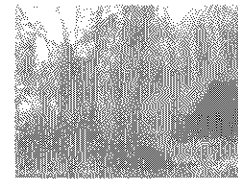
Little Mountain 2011 PP27 W



Little Mountain 2011 PP28 E



Little Mountain 2011 PP29 N



Little Mountain 2011 PP30 W



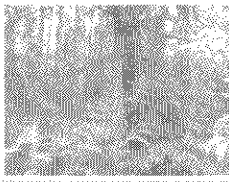
Little Mountain 2015 04 26 PP31 N



Little Mountain 2015 04 26 PP31 NE



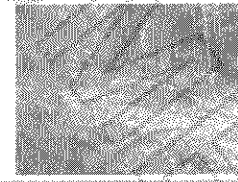
Little Mountain 2015 04 26 PP31 NW



Little Mountain 2015 04 26 PP31 SE



Little Mountain 2015 04 26 PP31 W



Little Mountain 2015 04 26 PP32 S



Little Mountain 2015 04 26 PP32 SW



Little Mountain 2015 04 26 PP32 W



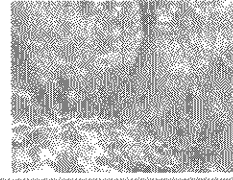
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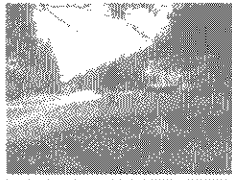
Little Mountain 2015 04 26 PP33 S



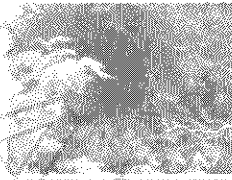
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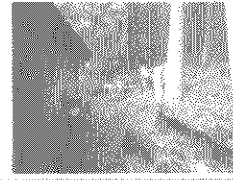
Little Mountain 2015 04 26 PP34 E



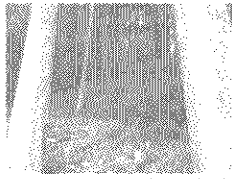
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Little Mountain 2015 04 26 PP34 NE



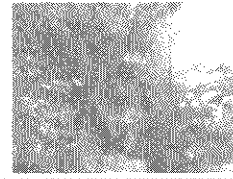
Little Mountain 2015 04 26 PP35 N



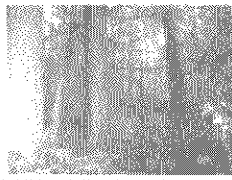
Little Mountain 2015 04 26 PP35 NE



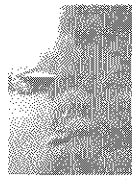
Little Mountain 2015 04 26 PP35 S (from 10 ft away)



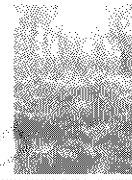
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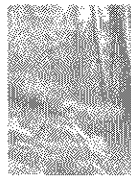
Little Mountain 2015 04 26 PP35 SE



Little Mountain 2015 04 26 PP36 N



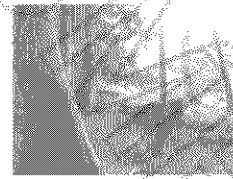
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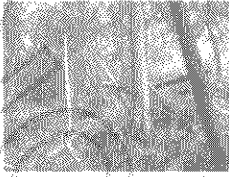
Little Mountain 2015 04 26 PP37 S



Little Mountain 2015 04 26 PP37 SE



Little Mountain 2015 04 26 PP36 E



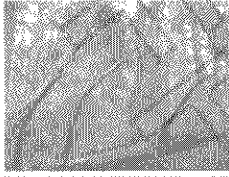
Little Mountain 2015 04 26 PP38 N



Little Mountain 2015 04 26 PP39 NE



Little Mountain 2015 04 26 PP38 SE



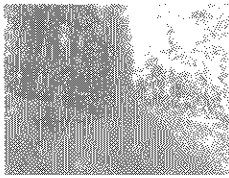
Little Mountain 2015 04 26 PP41 E



Little Mountain 2015 04 26 PP41 S



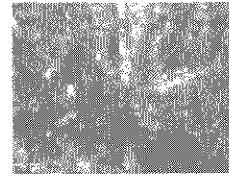
Little Mountain 2015 04 26 PP41 W



Little Mountain 2015 07 29 PP42 N



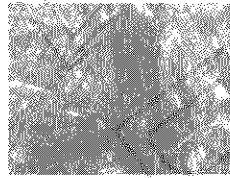
Little Mountain 2015 07 29 PP42 W



Little Mountain 2015 07 29 PP43 E in forest



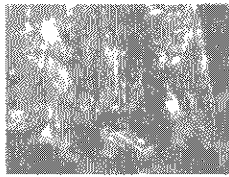
Little Mountain 2015 07 29 PP43 E



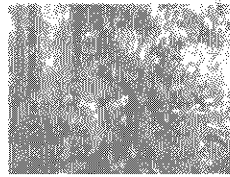
Little Mountain 2015 07 29 PP43 W in forest



Little Mountain 2015 07 29 PP43 N



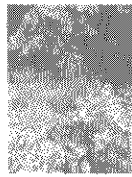
Little Mountain 2015 07 29 PP44 NE



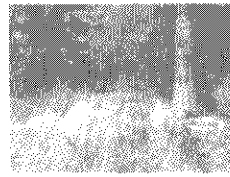
Little Mountain 2015 07 29 PP44 S



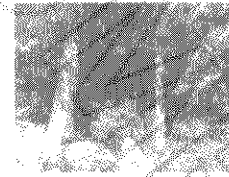
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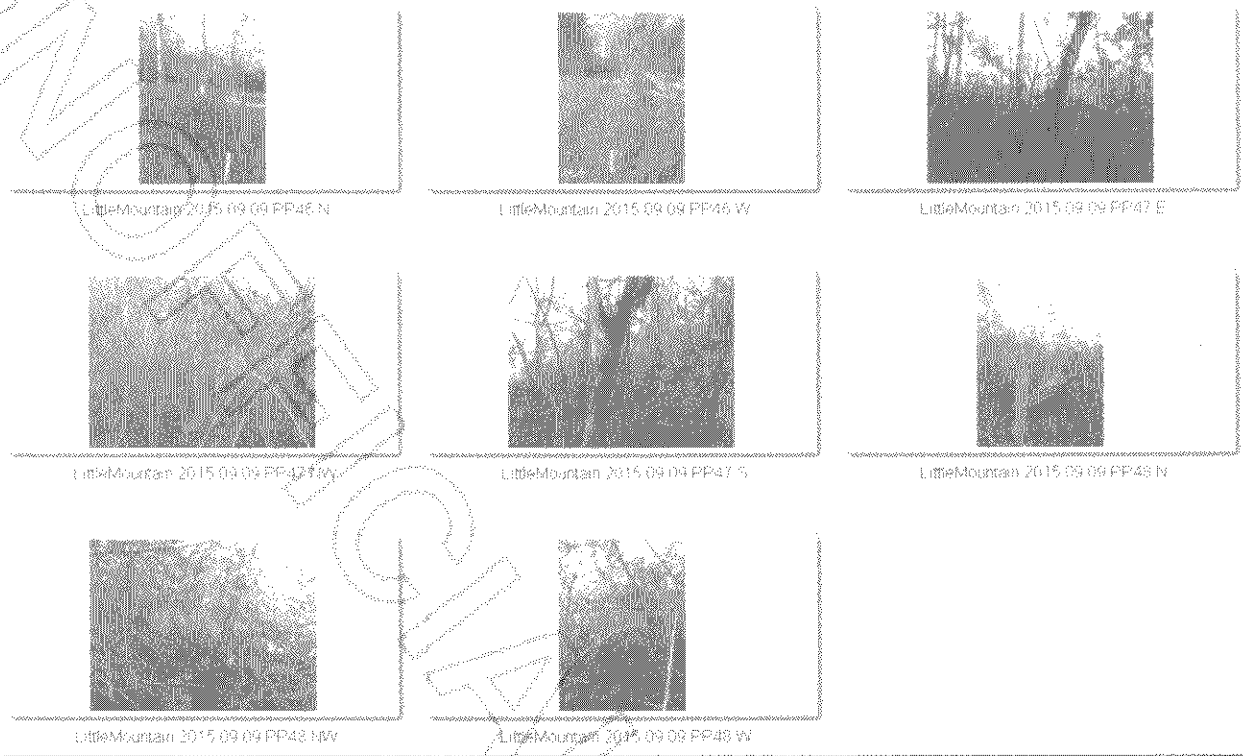
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Little Mountain 2015 07 29 PP45 N

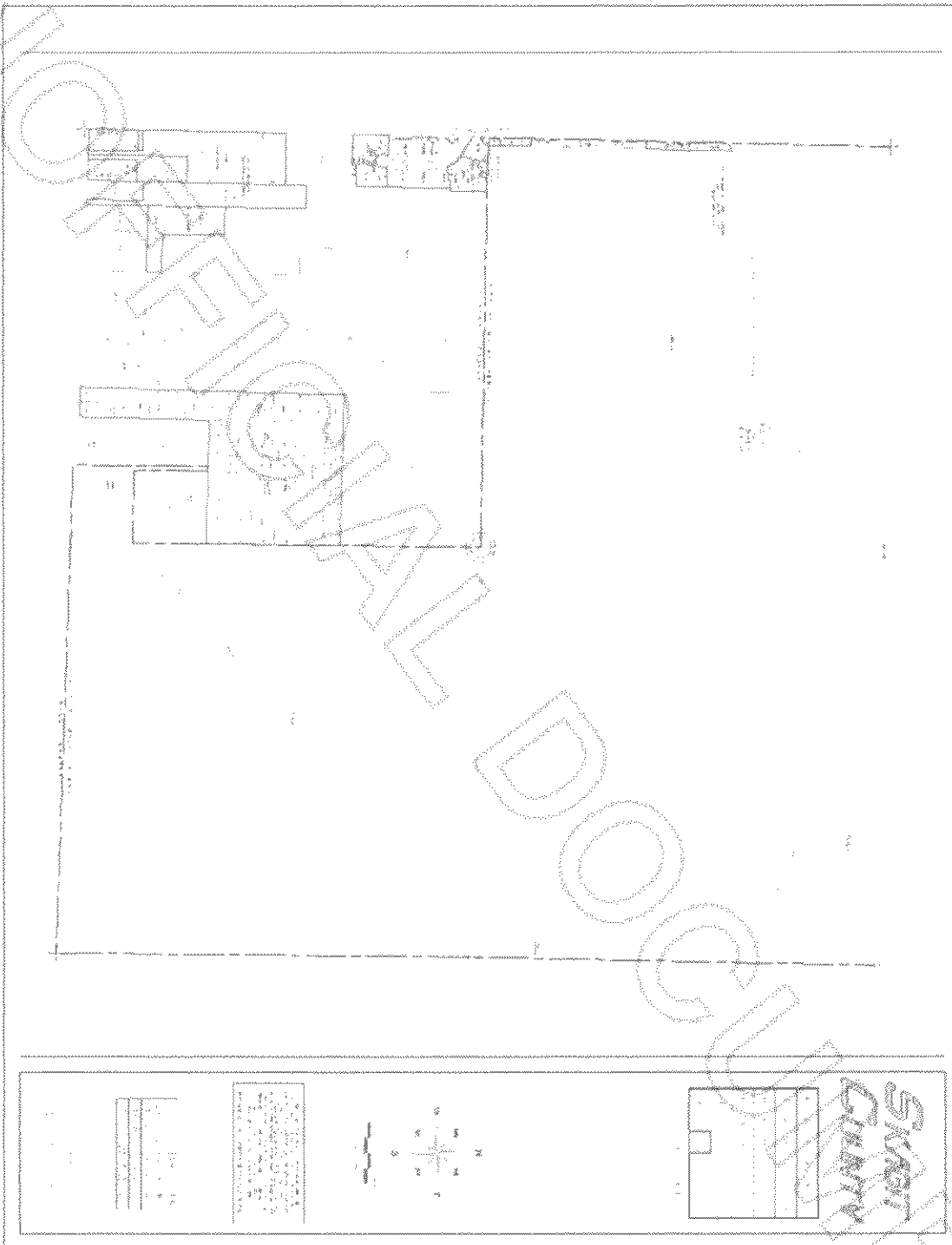


Little Mountain 2015 07 29 PP45 W



NOTE: Larger, higher resolution versions of photos on file at Skagit Land Trust offices.

Assessors Map



Additional documentation within the baseline file at Skagit Land Trust offices:

- Title report
- Property surveys
- Photopoints (high resolution digital files)

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.

Virginia Darvill
Grantor (Virginia T. Darvill)

Mil Kirk
Skagit Land Trust, Grantee

date: March 3, 2016

by: Michael Kirshenbaum, M.S.

its Stewardship Director

date: 3/3/2016