

Upon Recording, Please Return to:
Skagit Land Trust
P. O. Box 1017
Mount Vernon, WA 98273

GNW 20-8144

DECLARATION OF RESTRICTIVE COVENANTS

Grantor: Skagit Land Trust, a Washington non-profit Corporation
Grantee: The Public
Abbreviated
Legal
Description: Ptn of Gov Lot 1 and of the NE1/4 of the SE 1/4 of Section 3, Township 34 N.
Range 2 E, W.M., and lying Southwesterly of S March Point Rd

Assessor's Property Tax Parcel Number(s): a portion of P19684

The Grantor and Owner, Skagit Land Trust, a Washington non-profit corporation, on behalf of itself and its successors and assigns, does hereby declare and record the following restrictive covenants (collectively, "Restrictive Covenants") to attach to, be binding upon, and forever run with the title of the real estate in the County of Skagit, State of Washington described in Exhibit A attached hereto and incorporated herein by this reference (the "Protected Property") as also shown by the map attached as Exhibit B:

1. The Protected Property shall remain "forever wild" and shall be used and maintained solely as wildlife habitat in perpetuity (the "Purpose"). Any use or activity which would interfere with or jeopardize the Herons' use of the Heronry described in paragraph 2 or other habitat value of the Protected Property is prohibited. Without limiting the foregoing, no residential or commercial use is permitted. Logging is not permitted, except that selective logging or thinning as part of habitat restoration or improvement is permitted, so long as the selective logging or thinning does not interfere with or jeopardize the Heron's use of the Heronry and other habitat value. No structures are permitted on the Protected Property except for

infrastructure improvements for the Protection Measures described in Paragraph 2 or for scientific research. As an example, wildlife friendly/supportive infrastructure for the enhancement of the habitat functions of the Protected Property or wildlife cameras and supporting infrastructure may be installed and maintained, provided that the installation methods and timing do not interfere with or jeopardize the Heron's use of the Heronry or other wildlife habitat functions of the Protected Property.

2. A portion of the Protected Property consists of a forest forming part of a Heronry with hundreds of Great Blue Heron (the "Heronry") nests. The Heronry is of regional importance and its protection is a primary goal of these Restrictive Covenants. Owner shall take such reasonable and feasible measures as are necessary to protect and maintain in perpetuity the Heronry and other habitat value of the Protected Property. Such measures (the "Protection Measures") shall include and be consistent with protecting, preserving, restoring and/or enhancing the habitat on the Protected Property for the benefit of the Heronry and other wildlife, native plants, and their ecosystems.
3. In the event that the Owner should convey or transfer the Protected Property to another party, Owner shall do so only on the condition that it will either (a) retain a conservation easement in conjunction with the conveyance or transfer or (b) grant a conservation easement to another qualified organization before the conveyance or transfer so as to assure that the Protected Property will stay "forever wild" in perpetuity for the purposes described in these Restrictive Covenants, which conservation easement Owner or other qualified organization shall have the right to defend in perpetuity. The conservation easement shall contain terms substantially like those in these Restrictive Covenants to protect the habitat value of the Protected Property.

These Restrictive Covenants shall run with the land and be binding on all current and future owners of any portion of or interest in the Protected Property.

There shall never be a merger of title of these Restrictive Covenants with the fee title to the Protected Property, and it is the intent of the Owner that these Restrictive Covenants shall be perpetual and remain with the Protected Property, irrespective of common ownership.

A portion of the funds Owner used to acquire the Protected Property was donated by the Seattle Audubon Society, a Washington non-profit corporation, through its Martin Miller Fund. As stated above, the Purpose of the acquisition is the permanent protection of the wildlife habitat on the Protected Property. In the event the Purpose can no longer be fulfilled, and the Protected Property is sold for non-conservation purposes, without permanent protections for the habitat value of the Protected Property, no less than forty-six percent (46%) of the sale price of the Protected Property shall be used to acquire other habitat of equal or greater habitat value and that will be permanently protected. This percentage equals the amount contributed by the Martin Miller Fund grant divided by the total purchase price paid by Owner for the Protected Property.

Signatures on following page.

GRANTOR/OWNER:

Skagit Land Trust

By: Mark HitchcockName: MARK HITCHCOCKTitle: PRESIDENTDated this 26TH day of JULY, 2021.

STATE OF WASHINGTON)

COUNTY OF Skagit) ss

I certify that I know or have satisfactory evidence that Mark Hitchcock is the person who appeared before me, and said person acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledge it as the President for the Grantor/Owner, and to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: July 26, 2021Signed: Crystal DeightonPrinted name: Crystal Deighton

Notary Public in and for the State of Washington

residing in Sedro-WoolleyMy commission expires 10-13-2024

EXHIBIT A
Legal Description

That portion of the following described Tract "X" lying Southwesterly of the Southwesterly right-of-way margin of South March Point Road as the same is shown on that certain Record of Survey map recorded under Skagit County Auditor's File No. 9704090078:

Tract "X"

That portion of Government Lot 1 and of the Northeast 1/4 of the Southeast 1/4 of Section 3, Township 34 North, Range 2 East, W.M., described as follows:

BEGINNING at a point on the East line of said Section, which is 2,158.2 feet North of the Southeast corner of said Section:
thence North 143.4 feet to the Westerly line of the East Kasch Road;
thence North 35°22' West along the Westerly line of said road, 396.7 feet;
thence North 76°07' West 482 feet;
thence South 582.6 feet;
thence East 697.6 feet to the POINT OF BEGINNING;

EXCEPT that portion conveyed to Skagit County for road purposes by deed recorded October 5, 1923, under Auditor's File No. 168350 and recorded in Volume 126 of Deeds, page 639, records of Skagit County, Washington,

ALSO EXCEPT that portion, if any, conveyed to Skagit County for road purposes by deed recorded October 5, 1923 under Auditor's File No. 168344, in Volume 126 of Deeds, page 633, records of Skagit County, Washington;

ALSO EXCEPT that portion thereof, if any, lying with the right-of-way of the existing as-built County road known as the Anacortes-Mt Vernon Highway.

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

Situate in the City of Anacortes, County of Skagit, State of Washington.

The above described parcel will be combined or aggregated with contiguous property to the northwest (P-104357) owned by the grantee.

Containing 150,778 sq. ft., 3.46 acres

EXHIBIT B
Property Map



MARCH POINT HERONRY Conservation Area
Property Map - 2021 Acquisition

