

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

John C. Ive  
2306 Dover Dr  
Anacortes, WA 98221

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**DECLARATION OF RESTRICTIVE LANDSCAPING COVENANT**

**Grantors:** JOHN C. IVE and LAURIE J. IVE, married persons

**Grantee:** NATIONAL MARINE FISHERIES SERVICE, a federal agency

**Legal Description of Grantors' Property:**

LOT 31, SKYLINE No. 11, AS PER PLAT THEREOF RECORDED IN VOLUME 9  
OF PLATS, PAGES 78 AND 79, RECORDS OF SKAGIT COUNTY, WASHINGTON.  
TGW TL ADJ DESC E861772

**Assessor's Tax Parcel Account Number(s):**

Grantors' Property: Parcel P60044

**CTI-W2321984**

CHICAGO TITLE INSURANCE COMPANY  
has placed this document of record as a customer courtesy and accepts  
no liability for the accuracy or validity of the document.

## DECLARATION OF RESTRICTIVE LANDSCAPING COVENANT

This Declaration of Restrictive Landscaping Covenant (this "Covenant") is made and entered into this 8 day of JANUARY, 2026 by and between JOHN C. IVE and LAURIE J. IVE, married persons (the "Grantors"), and the United States National Marine Fisheries Service, a federal agency (the "Grantee"). Grantors and Grantee may be individually referred to herein as a "party" or collectively as the "parties."

### RECITALS

A. Grantors are the owners of the real property located in Skagit County, Washington, as legally described on Exhibit A attached hereto (the "Grantors' Property").

B. Grantee is a federal agency containing authority to condition permit approvals under the federal Endangered Species Act ("ESA").

C. Grantors obtained a permit (Permit No. NWS 2024-1057) (the "Permit") that required federal consultation with the Grantee under Section 7 of the ESA.

D. The Grantee conditioned the Permit such that the Grantors are required to comply with certain landscaping and planting requirements as a condition of issuance of the Permit (the "Restrictive Covenants").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors and Grantee agree as follows:

### RESTRICTIVE COVENANT

1. **Recitals; Capitalized Terms.** The foregoing recitals are true and correct and are incorporated herein by reference. Any capitalized term used and not otherwise defined in this Restrictive Covenant shall have the same meaning herein.

2. **Permit Condition.** The Grantors and Grantee agree that the Restrictive Covenant is a binding permit condition for Permit NWS-2024-1057, affecting Tax Parcel P60044.

3. **Duration and Binding Effect.** This Deed Restriction shall run with the land and be binding on all parties, heirs, successors, and assigns for the 50-year period, unless otherwise modified or released in writing by the U.S. Army Corps of Engineers (USACE) or other applicable regulatory authority.

**a. Protection Against Future Regulatory Changes:**

The landowner shall only be required to comply with the mitigation and reporting obligations defined in this restriction at the time of execution. Any future modifications to regulatory or

permit requirements shall not retroactively impose additional obligations on the landowner unless agreed upon in writing.

**b. Termination for Unforeseen Circumstances:**

If future government regulations, environmental changes, or other unforeseen circumstances make full compliance impracticable, the landowner may request modification or termination of the restriction, subject to approval by the U.S. Army Corps of Engineers (USACE).

4. **Compliance with Monitoring Plan.** Grantors shall comply with all Monitoring Plan conditions.

a. **Annual Inspection:** To ensure compliance with the 100% survival standard, all plantings shall be monitored and counted during September and October each year.

b. **Replacement of Dead Plantings:** Any dead or non-viable plantings shall be replaced with similar native species to maintain 100% survival throughout the monitoring period.

c. **Monitoring Reports:** A completed Mitigation Monitoring Report must be submitted to the U.S. Army Corps of Engineers (USACE) in years 1, 2, 3, 4, and 5 after planting.

7. **Restoration Requirement.** If the native plantings are removed, damaged, or otherwise fail to meet the 100% survival standard, the property owner shall be responsible for replanting and restoring the affected area using similar native species. Restoration must occur within 12 months, unless extended by written approval from the U.S. Army Corps of Engineers (USACE).

8. **Expiration & Recording.** This Deed Restriction shall remain in effect until July 16, 2075, at which time it shall automatically terminate and be of no further force or effect. It shall be recorded in the Skagit County Recorder's Office to provide notice to future owners of the Property.

7 **Applicable Law.** This Restrictive Covenant and the performance thereof shall be governed, interpreted, construed, and regulated by the laws of the state of Washington.

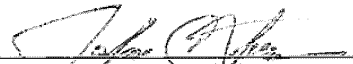
8 **Counterparts.** Subject to recording requirements, this Restrictive Covenant may be executed and delivered in counterparts, which together shall constitute one single binding and enforceable document.

*[Remainder of page intentionally left blank; signatures follow.]*


Executed and delivered as of the day and year first above written.

**GRANTORS:**

By:

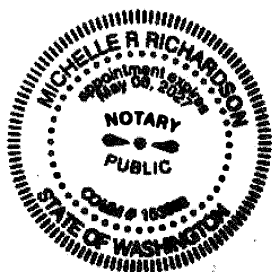
  
JOHN C. IVE, a married person


By:

  
LAURIE J. IVE, a married person

I certify that I know or have satisfactory evidence that JOHN C. IVE is the person who appeared before me, and said person acknowledged that said person signed this instrument and acknowledged it to be said person's free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 8 day of JANUARY, 2026.



  
(Signature of Notary)

Michelle R. Richardson

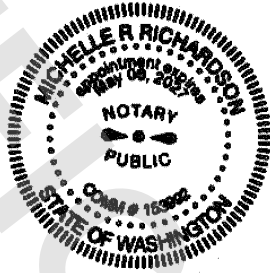
(Legibly Print or Stamp Name of Notary)

Notary public in and for the state of Washington,  
residing at Arden Lakes WA

My appointment expires May 04, 2027

I certify that I know or have satisfactory evidence that LAURIE J. IVE is the person who appeared before me, and said person acknowledged that said person signed this instrument and acknowledged it to be said person's free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 8<sup>th</sup> day of January, 2026.



Michelle R. Richardson  
(Signature of Notary)

Michelle R. Richardson  
(Legibly Print or Stamp Name of Notary)

Notary public, in and for the state of Washington,  
residing at Anacortes WA

My appointment expires May 10, 2027

EXHIBIT A

Legal Description of Grantors' Property

LOT 31, SKYLINE No. 11, AS PER PLAT THEREOF RECORDED IN  
VOLUME 9 OF PLATS, PAGES 78 AND 79, RECORDS OF SKAGIT  
COUNTY, WASHINGTON. TGW TL ADJ DESC E861772

EXHIBIT B

