

When Recorded Return to:

The San Juan Preservation Trust  
Box 327  
Lopez, WA 98261

9212290117

SKAGIT COUNTY AND DISTRICT  
PROPERTY TAX  
PAID

DEC 29 1992

Amount Paid \$  
Skagit County Treasurer  
By: *KA* Deputy

92 DEC 29 12:00

JERRY MCINTOSH  
SKAGIT COUNTY CLERK

### GRANT DEED OF CONSERVATION EASEMENT

This Grant Deed of Conservation Easement, by and between H. JOSEPH MILLER, as nominee for the parties listed in Exhibit "A," attached hereto and incorporated by reference (hereinafter referred to as "Grantor"), and THE SAN JUAN PRESERVATION TRUST, a Washington Non-Profit Corporation (hereinafter referred to as "Grantee"), is made with reference to the following facts:

#### 1. RECITALS.

- 1.1 Grantor is the owner in fee of that certain real property (hereinafter referred to as the "Protected Property"), situated on Fidalgo Island, Skagit County, State of Washington, and more particularly described in Exhibit "B", and shown pictorially on Exhibit "C" which are attached and made a part hereof by this reference.
- 1.2 The Protected Property is part of a significant coastal ecosystem, the San Juan Islands, which is relatively intact and undeveloped. The Protected Property consists of rock outcroppings, natural cliffs, and open shoreline that possess ecological, scenic and open-space value. The Protected Property is viewed from the waters of Rosario Strait and Burrows Bay. Environmental resources found on the Protected Property include an active nest site and perch sites for bald eagles and habitat for other raptors which hunt on the open cliffs on the Protected Property and on the nearby shoreline of Burrows Bay. The shoreline is habitat for resident and migratory shorebirds.
- 1.3 The Protected Property's shoreline, scenic bluffs and open-space values are of importance to Grantor, Grantee, and the people of Fidalgo Island, and the State of Washington. The Protected Property enhances the natural character of Fidalgo Island and provides a natural and wild habitat that can be enjoyed from the shore and the waters along the coast.
- 1.4 The goals and policies of the Skagit County Zoning Ordinance provide for the conservation of natural resources and the value of property. The Skagit County Countywide Comprehensive Plan encourages the retention of open space and wildlife habitat by conservation easements.
- 1.5 The legislatively declared policies of the State of Washington, in 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 and forestlands for the preservation of wildlife, and to assure the use and enjoyment of natural resources and scenic beauty for the economic and social well-being of the State and its citizens.
- 1.6 Grantor, as owner of the Protected Property, possesses the affirmative right to identify, preserve, and protect in perpetuity the natural elements and processes and the ecological, aesthetic, open-space and forestland value of the Protected Property, and desires to transfer such rights to the Grantee.

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- 1.7 Grantee is a "non-profit nature conservancy corporation" as defined by RCW 64.04.130 and RCW 84.34.250, and described in Section 170(b)(1)(A)(vi) of the Internal Revenue Code of 1986 (hereinafter "IRC").

**2. CONVEYANCE AND CONSIDERATION.**

- 2.1 For the reasons stated above, and in consideration of the mutual covenants contained herein, the Grantor does hereby convey and warrant to Grantee a perpetual Conservation Easement, consisting of the rights in the Protected Property, hereinafter enumerated, subject only to the restrictions set forth herein.
- 2.2 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 restrictions hereinafter set forth, and for no other consideration whatsoever.

**3. PURPOSE.**

- 3.1 It is the purpose of this Conservation Easement to preserve and protect the open-space, shoreline, forested and natural character of the Protected Property.
- 3.2 Grantor intends that the Protected Property shall not be converted nor directed to any uses other than those provided herein.
- 3.3 Nothing contained herein shall be construed as affording to the general public access to any portion of the land subject to this Conservation Easement.

**4. GRANTEE'S RIGHTS.**

- 4.1 The rights conveyed to Grantee by this Conservation Easement are the following:
- 4.1.1 To preserve and protect in perpetuity, and to maintain the open-space, shoreline, forested and natural character of the Protected Property.
- 4.1.2 To enter upon the Protected Property annually, for the purpose of making a general inspection to assure compliance with this Conservation Easement. The Grantee shall notify the Grantor, in writing, of a scheduled inspection at least 30 days in advance thereof, to allow the Grantor the opportunity to accompany the Grantee during the inspection. Should the Grantor not respond to the notice, the Grantee shall have the right to make the inspection without Grantor's accompaniment.
- 4.1.3 To enter upon the Protected Property, upon ten (10) days notice, at such other times as are necessary because there is reason to believe that a violation of the Conservation Easement has occurred or is occurring, and for the purposes of enforcing the provisions of this Conservation Easement.
- 4.1.4 To enjoin any activity on, or use of, the Protected Property which is inconsistent with this Conservation Easement, including trespasses by members of the public, and undertake or cause to be undertaken the restoration of such areas or features of the Protected Property as may be damaged by activities contrary to the provisions hereof.

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4.1.5 The Grantee and other persons approved by the Grantee, may enter upon the Protected Property, for educational, naturalist, scientific and biological purposes to observe and study the Protected Property, or for other purposes allowed by the Grantee.

4.2 Enforcement of the terms and conditions of this Conservation Easement shall be at the discretion of the Grantee. Any forbearance on its behalf to exercise its rights hereunder in the event of any breach of this Conservation Easement by Grantor shall not be deemed or construed to be a waiver of the Grantee's rights hereunder in the event of any subsequent breach.

**5. PERMITTED USES.**

The Grantor reserves the right to use the Protected Property for all uses which are consistent with the purposes of this Conservation Easement, including the following uses:

5.1 To walk, hike and picnic on the Protected Property and to construct and maintain a walking trail in accordance with that certain "Declaration of Reservation and Grant of Easements and Real Covenant", recorded August 5, 1992, in Book 1102, at Page 0528, under Auditor's File Number 9208050143, records of Skagit County, Washington.

5.2 Maintenance of the protected property as wildlife habitat.

5.3 Removal of dead, dying, diseased, wind thrown and hazardous trees as firewood for the Owner's use.

5.4 For the benefit of adjacent upland property, the Grantor, or his successors in interest may trim existing trees to maintain existing views. The Grantor shall pay all costs associated with the exercise of this right. Grantor shall notify Grantee of any substantial view maintenance at least 30 days in advance of the date the maintenance is to occur.

5.5 On those portions of the Protected Property adjacent to the upland Lots 20, 65, 66 & 67 of Rancho San Juan Del Mar Subdivision No. 4, as recorded in Volume of 6 of Plats at pages 18, 19, 20, 21 & 22, records of Skagit County, Washington, and the upland unplatted property described in Exhibit "D" attached and incorporated by this reference, subject to compliance with Skagit County's Shoreline Masterplan Program, the owner of the upland property may construct and maintain stairs to access the shoreline. The upland property owner shall pay all costs associated with the exercise of this right. Grantor, for the upland property owners named in this paragraph and their successors in interest, further agrees that in the exercise of this right they shall hold harmless, defend and indemnify the Grantee, and the other upland property owners owning property adjacent to the protected property, from any and all claims whatsoever associated with the construction, use or maintenance of any stairs constructed.

5.6 On those portions of the Protected Property adjacent to the upland Lots 20 & 56 of Rancho San Juan Del Mar Subdivision No. 4, as recorded in Volume of 6 of Plats at pages 18, 19, 20, 21 & 22, records of Skagit County, Washington, subject to compliance with the County's Shoreline Masterplan Program, the owner of the upland property (Lynn King and Meridith King, husband and wife as to Lot 20 and David G. Dawson and Marilou D. Dawson, husband and wife as to Lot 56) may place rock ballast on the shoreline to protect the bluff from erosion due to wave action on the shoreline. The upland property owner shall pay all costs associated with the exercise of this right. Grantor, for the upland property owners named in this paragraph and their successors in interest, further agrees that in the exercise of this right they

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shall hold harmless, defend and indemnify the Grantee, and the other upland property owners owning property adjacent to the protected property, from any and all claims whatsoever associated with the installation, movement, location or relocation of any rock or other similar ballast placed along the shoreline. The right granted in this paragraph shall be personal to the Grantees named in this paragraph, shall not run with the land, and shall be extinguished at such time as the named Grantee no longer owns the upland property.

- 5.7 On those portions of the Protected Property adjacent to the upland Lots 66 & 67 of Rancho San Juan Del Mar Subdivision No. 4, as recorded in Volume of 6 of Plats at pages 18, 19, 20, 21 & 22, records of Skagit County, Washington, subject to compliance with the County's Shoreline Masterplan Program and private deed restrictions, the owner of the upland property may maintain existing tightline water drainage systems and install additional tightline drainage systems to prevent erosion of the upland owner's lots. The Grantor shall pay all costs associated with the exercise of this right. Grantor, for the upland property owners named in this paragraph and their successors in interest, further agrees that in the exercise of this right they shall hold harmless, defend and indemnify the Grantee, and the other upland property owners owning property adjacent to the protected property, from any and all claims whatsoever associated with the installation, movement, location or relocation of any drainlines.
- 5.8 Tightline drainage lines may also be installed and maintained in accordance with that certain "Declaration of Reservation and Grant of Easements and Real Covenant", recorded August 5, 1992, in Book 1102, at Page 0528, under Auditor's File Number 9208050143, records of Skagit County, Washington. Grantor partially assigns Grantor's rights to the Hold Harmless and Indemnity provisions of the declaration to the Grantee.
- 5.9 Posting small informative signs, not to exceed three square feet of area on one side as described in that certain "Declaration of Reservation and Grant of Easements and Real Covenant", recorded August 5, 1992, in Book 1102, at Page 0528, under Auditor's File Number 9208050143, records of Skagit County, Washington.

**6. PROHIBITED USES.**

The following uses and practices on the Protected Property are inconsistent with the purposes of this Conservation Easement and shall be prohibited, except as provided in Section 5. above:

- 6.1 The change, disturbance, alteration, or impairment of the Protected Property.
- 6.2 Hunting, trapping, and the bearing or use of firearms.
- 6.3 Change in the topography of the land.
- 6.4 The operation of vehicles for recreational purposes or the operation of other sources of noise pollution.
- 6.5 The removal or destruction of trees or other vegetation.
- 6.6 The filling, draining, dredging, mining or removal of top soil, sand, gravel, rock or other materials from the Protected Property.
- 6.7 The pollution or degradation of any surface or subsurface waters on or under the Protected Property.

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- 6.8 Construction or placement of any buildings, fences, signs or other advertising material.
- 6.9 Storage of construction materials and storage or parking of vehicles of any type.
- 6.10 Dumping of garbage, refuse or other materials that would constitute a nuisance or hazard under local, state or federal regulations.

**7. REMEDIES.**

Should Grantor, his heirs, successors or assigns, or a third party operating on Grantor's behalf, undertake any activity in violation of the terms of this Conservation Easement, the Grantee shall have the right to force the restoration of that portion of the Protected Property affected by such activity to the condition that existed prior to the undertaking of such unauthorized activity. In such case, the costs of such restoration and the Grantee's expenses, including reasonable attorneys' fees, shall be borne by Grantor against whom a judgment is entered, or, in the event that the Grantee secures redress without initiating or completing a judicial proceeding, by whomever is determined to be responsible for the unauthorized activity.

**8. SUCCESSION.**

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

- 8.1 The Skagit Land Trust, a Washington non-profit corporation, having its principal office at Box 1017, Mount Vernon, WA 98273
- 8.2 The Nature Conservancy, a District of Columbia non-profit corporation, having its principal office at 1800 North Kent Street, Arlington, Virginia 22209;
- 8.3 Such other entity, with purposes similar to the Nature Conservancy, constituting a "qualified organization" within the meaning of the Internal Revenue Code of 1954, as amended.

In the event the Grantee ever changes it's goal of preservation of natural open space, then the easement rights granted herein shall be conveyed to another organization with the expressed goal of preserving natural open space.

The benefits of this Conservation Easement shall be assignable but only to a qualified organization within the meaning of Section 170(h)(3) of the Internal Revenue Code, which is organized or operated primarily or substantially for one of the conservation purposes specified in Section 170(h)(4)(A) of the Internal Revenue Code. Any assignment of benefits by the Grantee (or successor) must require the transferee to carry out the purposes of this Conservation Easement. The Grantee shall notify the Grantor in writing, at Grantor's last known address, in advance of such assignment.

**9. TAXES AND EXPENSES.**

- 9.1 Grantor, as long as they own the property, agrees to pay any and all real property taxes and/or assessments levied by competent authority on the Protected Property.

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- 9.2 Grantor, as long as they own the property, shall bear all the normal costs of maintenance of the Protected Property, and does hereby indemnify the Grantee therefrom.
- 9.3 Nothing herein shall require the Grantor or Grantee to pay the costs associated with the restoration of the Protected Property for damage resulting from conditions or occurrences beyond Grantor's or Grantee's control, including without limitation natural changes, fire, flood, storm, earth movement and/or erosion.

**10. PROPORTIONATE VALUE; EMINENT DOMAIN.**

- 10.1 The Grantor and the Grantee agree that the donation of the Conservation Easement gives rise for purposes of this paragraph to a property right, immediately vested in the Grantee with a fair market value that is at least equal to the proportionate value that the Conservation Easement, determined at the time of the gift, bears to the value of the Protected Property at that time. That proportionate value of the Grantee's property rights shall remain constant. When a change in conditions gives rise to extinguishment of the Conservation Easement, the Grantee, on a subsequent sale, exchange or involuntary conversion of the Protected Property, must be entitled to a portion of the proceeds at least equal to that proportionate value of the Conservation Easement, unless the laws of the State of Washington provide that the Grantor is entitled to the full proceeds from the conversion without regard to the terms of the prior Conservation Easement. The Grantee shall use its share of the proceeds in a manner consistent with the conservation purposes set forth herein.
- 10.2 Whenever all or part of the Protected 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 incurred by the Grantor and the Grantee in this action shall be paid out of the recovered proceeds.

**11. COVENANTS RUN WITH THE LAND.**

It is the express intent of the Grantor and Grantee that the provisions of this Conservation Easement shall run with and burden title to the Protected Property in perpetuity, and shall be binding upon and inure to the benefit of the successors, and assigns of the parties hereto.

**12. "GRANTOR" - "GRANTEE."**

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

**13. SEVERABILITY.**

In the event that any provision of this grant or the application thereof to any person or circumstance shall be determined to be invalid or unenforceable, the remainder of the provisions hereof, and the application of such provisions to persons or circumstances other than those as to which it is determined to be invalid, shall not be affected thereby.

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**14. HOLD HARMLESS.**

Grantor, so long as they shall own the property and thereafter the then current owner of the property, 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) injury to or death of any person (other than the Grantee, its members, directors, officers, employees, agents, and contractors, successors and assigns) or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Protected Property, regardless of cause, unless due solely to the negligence of any of the Indemnified parties; and (2) the obligations specified in paragraph 9.1 and 9.2 and the existence or administration of this easement.

**15. SUBSEQUENT TRANSFERS.**

Grantor agrees to incorporate the terms of this Easement in any deed or other legal instrument by which they divest themselves of any interest in all or a portion of the Protected Property, including without limitation, a leasehold interest. In the event the Grantor conveys all or a portion of the property described herein to a third party, Grantor further agrees to notify Grantee of the name and address of the third party at the time Grantor conveys his interest. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability in any way.

**16. NOTICES.**

All notices required or permitted to be given under the terms of this Conservation Easement shall be in writing and addressed as set forth below:

**16.1 All notices to be given to Grantor shall be addressed as follows:**

H. J. Miller  
197 Edith Point Road  
Anacortes, WA 98221

M. Dale Hazen  
202 Edith Point Road  
Anacortes, WA 98221

**16.2 All notices to be given to the Grantee shall be addressed as follows:**

The San Juan Preservation Trust  
P.O. Box 327  
Lopez, WA 98261

Either Grantor or Grantee may, by proper notice to the other, designate another address for the giving of notices. All notices shall be deemed given on the third day following the day the notice is mailed in accordance with this Section.

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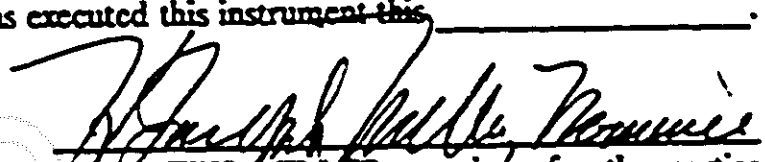
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IN WITNESS WHEREOF, the undersigned Grantor has executed this instrument this \_\_\_\_\_.

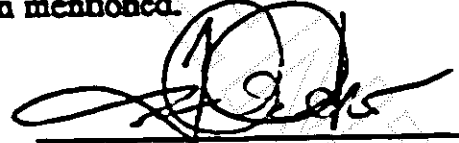
Dated: December 29, 1992

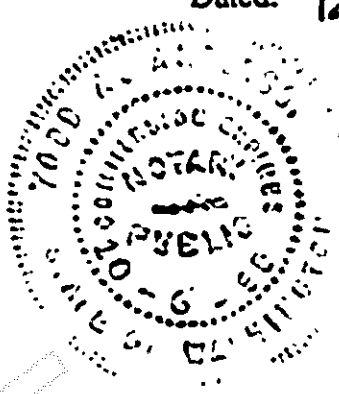
  
H. JOSEPH MILLER, nominee for the parties  
described in the attached Exhibit A.

STATE OF WASHINGTON )  
COUNTY OF Skagit )ss.

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

Dated: 12/29/92

  
Notary Public in and for said State  
residing at: Annoter  
My commission expires: 10-6-95





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THE SAN JUAN PRESERVATION TRUST does hereby accept the above Conservation Easement, effective  
this 12-31-92.



STATE OF WASHINGTON )  
COUNTY OF SAN JUAN ) ss.

THE SAN JUAN PRESERVATION TRUST  
A Washington Non-Profit Corporation

Morris Dalton  
By: Morris Dalton, Treasurer

On this day before me personally appeared Morris Dalton, to me known to be the Treasurer of The San Juan Preservation Trust, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the said instrument on behalf of the corporation.

Dated: December 28, 1992

Mary D. Wood  
Notary Public in and for said State,  
residing at: Edgewood  
My commission expires: 8-9-93

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**EXHIBIT "A"**

H. Joseph Miller, as nominee for:

Ernst Hierschbiel and Annegret Hierschbiel, husband and wife  
Anita J. Petterson, single  
Thomas S. Evans and Willy V. Evans, husband and wife  
David Fulton and Nancy M. Fulton, husband and wife  
Ronald Carstens and Barbara Carstens, husband and wife  
Delbert Oleson, as his separate estate  
Patrick D. Hamill and Agnes Hamill, husband and wife  
Steven Cannon, single  
H. Joseph Miller and Ardyth R. Miller, husband and wife  
John Hellman and Barbara Hellman, husband and wife  
Richard Gomes and Janet Gomes, husband and wife  
M. Dale Hazen and Ann L. Hazen, husband and wife  
John H. Geary and Olive R. Geary, husband and wife  
Brian J. Earp, a single man  
Donald Irving and Marian Irving, husband and wife  
The T.G. Schmidt Co., Truman and Jeanne Schmidt, Trustees  
Joshua Soske and Ann Soske, husband and wife  
Robert F. Viggers and Arlene Viggers, husband and wife  
Carol Jean Ehlers, single  
Philip W. Madden and Linda H. Madden, husband and wife  
Francis K. Olsen and Ann L. Olsen, husband and wife  
Lynn King and Meridith King, husband and wife  
David G. Dawson and Marilou D. Dawson, husband and wife.

**EXHIBIT "A"**

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**GRANT DEED OF CONSERVATION EASEMENT  
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**EXHIBIT "B"**

**LEGAL DESCRIPTION**

**PARCEL A:**

That portion of Government Lots 2 and 3, Section 10, Township 34 North, Range 1 East of the Willamette Meridian, lying West of the Plat of Rancho San Juan Del Mar, Subdivision No. 7, according to the plat recorded in Volume 7 of Plats at pages 57 and 58, records of Skagit County, Washington, and the Plat of Rancho San Juan Del Mar Subdivision No. 8, according to the plat recorded in Volume 8 of Plats at pages 34 and 35, records of Skagit County, Washington, and North of the following described line:

Beginning at the most Westerly corner of Lot 4 of Rancho San Juan Del Mar Subdivision No. 7, according to the plat recorded in Volume 7 of Plats at pages 57 and 58, records of Skagit County, Washington; thence North 66°07'30" West to the meander line of Burrows Bay and the terminus of said line;

**PARCEL B:**

Government Lot 1, Section 10, Township 34 North, Range 1 East of the Willamette Meridian;

EXCEPT that portion thereof lying within the Plat of Rancho San Juan Del Mar Subdivision No. 8, according to the plat recorded in Volume 8 of Plats at pages 34 and 35, records of Skagit County, Washington;

AND EXCEPT that portion lying within the following described tract:

Beginning at a point on the line between Sections 10 and 11, Township 34 North, Range 1 East of the Willamette Meridian, said point lying North 0°09'19" East 332.56 feet from the Quarter corner common thereto; thence South 88°08' East 719.52 feet to a point in the West line of the County road known as Lateral Highway No. 4; thence North 32°30' East along said West line 119.74 feet; thence North 88°08' West 557.40 feet; thence North 52°55' West 660 feet, more or less, to a point 40 feet distant from the shoreline of Burrows Bay; thence Southerly parallel with and 40 feet distant from the said shoreline of Burrows Bay to a point which lies North 88°08' West from the Point of Beginning; thence South 88°08' East 320 feet, more or less, to the Point of Beginning;

**PARCEL C:**

Tidelands of the second class as conveyed by the State of Washington, situate in front of, adjoining or abutting upon Government Lots 1 and 2 of Section 10, Township 34 North, Range 1 East of the Willamette Meridian;

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EXHIBIT "B"

BK 1149FG0624

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**PARCEL D:**

That portion of the Southwest Quarter of the Northwest Quarter of Section 11, Township 34 North, Range 1 East of the Willamette Meridian, lying West of the West boundary of Rosario Road No. 1031, and EXCEPT the following described tracts:

- (A) All those portions thereof lying within the Plats of Rancho San Juan Del Mar Subdivision No. 4, according to the plat recorded in Volume 6 of Plats, pages 19 to 22 inclusive, Rancho San Juan Del Mar Subdivision No. 8, according to the plat recorded in Volume 8 of Plats, pages 34 and 35, and Rancho San Juan Del Mar Subdivision No. 11, according to the plat recorded in Volume 9 of Plats, pages 84 and 85, records of Skagit County, Washington.
- (B) Beginning at a point in the line between the said Sections 10 and 11, said point lying North  $0^{\circ}09'19''$  East 332.56 feet from the Quarter corner common thereto;  
thence South  $88^{\circ}08'$  East 719.52 feet to a point in the West line of the County Road known as Lateral Highway No. 4;  
thence North  $32^{\circ}30'$  East along said West line 119.74 feet;  
thence North  $88^{\circ}08'$  West 557.40 feet;  
thence North  $52^{\circ}55'$  West 660 feet, more or less, to a point 40 feet distant from the shore line of Burrows Bay;  
thence Southerly parallel with and 40 feet distant from the shore line of Burrows Bay to a point which lies North  $88^{\circ}08'$  West from the Point of Beginning;  
thence South  $88^{\circ}08'$  East 320 feet, more or less, to the Point of Beginning;
- (C) Beginning at the most Southerly corner of Lot 75, Plate 3, Rancho San Juan Del Mar Subdivision No. 4, according to the plat recorded in Volume 6 of Plats, pages 19 to 22 inclusive, records of Skagit County, Washington;  
thence South  $18^{\circ}03'$  East a distance of 125 feet;  
thence North  $67^{\circ}43'30''$  East a distance of 425 feet, more or less, to the Southerly line of County road No. 377;  
thence Westerly along the Southerly line of said road, a distance of 105 feet, more or less;  
thence Northwesterly along the Southwesterly line of said road, a distance of 92.28 feet to the most Southerly and Easterly corner of said Lot 75;  
thence South  $67^{\circ}43'30''$  West along the Southeasterly line of said Lot 75, a distance of 251.09 feet to the Point of Beginning;
- (D) Beginning at the Northeasterly corner of Lot 51, Rancho San Juan Del Mar Subdivision No. 4, according to the plat recorded in Volume 6 of Plats, pages 19 to 22 inclusive, records of Skagit County, Washington;  
thence North  $51^{\circ}44'$  East 20 feet;  
thence South  $38^{\circ}16'$  East parallel to the Northeasterly line of said Lot 51, to the Northwesterly line of the Rosario County Road as it now exists;

continued . . .

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**EXHIBIT "B"**

**BK 1149 PG 625**

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Parcel D, paragraph D continued

thence Southwesterly along said road right-of-way to a point that bears South 38°16' East from the Point of Beginning;  
thence North 38°16' West to the Point of Beginning.

(E) Commencing at the Southwest corner of Lot 75, Plat of Rancho San Juan Del Mar Subdivision No. 4, Plate No. 3, as recorded in Volume 6 of Plats, pages 19 to 22 inclusive, records of Skagit County, Washington; thence South 18°03' East, along the Southwesterly line of that certain tract conveyed to Brian J. Earp and Shirley E. Earp, husband and wife, by deed recorded on June 27, 1989 under Auditor's File No. 8906270007, records of said county, a distance of 125.00 feet to the Southwest corner thereof and the TRUE POINT OF BEGINNING;  
thence South 67°43'30" West a distance of 21.53 feet;  
thence South 8°25'49" West a distance of 38.50 feet;  
thence South 40°48'03" West a distance of 73.02 feet;  
thence South 68°55'04" West a distance of 57.94 feet;  
thence South 60°55'29" West a distance of 22.18 feet;  
thence South 82°54'38" West a distance of 23.28 feet;  
thence South 73°17'49" West a distance of 37.51 feet to the North line of that certain tract conveyed to Kenneth M. Dodson and Oletha M. Dodson, husband and wife, by deed recorded on May 27, 1957 under Auditor's File No. 551776, records of Skagit County, Washington;  
thence South 52°55'00" East, along the North line thereof, a distance of 36.32 feet to angle point in said North line;  
thence South 88°08'00" East, along said North line, a distance of 557.40 feet to the Westerly margin of Lateral Highway No. 4, as shown on said plat, and also known as Rosario Road;  
thence North 32°30'00" East, along said Westerly margin, a distance of 381.32 feet to the Southerly margin of the Edith Point Road, also known as County Road No. 377, and as shown on said Plat of Rancho San Juan Del Mar Subdivision No. 4;  
thence North 87°08'00" West along said South margin, a distance of 228.83 feet to the intersection with the Southeasterly line of the aforementioned Earp tract;  
thence South 67°43'30" West, along said Southeasterly line, a distance of 385.51 feet to the TRUE POINT OF BEGINNING;

**PARCEL E:**

All that portion of Government Lot 3, Section 11, Township 34 North, Range 1 East of the Willamette Meridian;

EXCEPT those portions lying within the boundaries of Plate 3, Rancho San Juan Del Mar, Subdivision No. 4, according to the plat recorded in Volume 6 of Plats, pages 19 through 22, and Rancho San Juan Del Mar, Subdivision No. 11, according to the plat recorded in Volume 9 of Plats, pages 84 and 85, records of Skagit County, Washington,

continued . . . . .

**9212290117**

**EXHIBIT "B"**

**BK 1145 PG 0626**

GRANT DEED OF CONSERVATION EASEMENT  
EDITH POINT  
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Parcel E continued

AND EXCEPT any portion thereof lying within Marine Drive,  
AND EXCEPT that portion described as follows:

Beginning at the Northeasterly corner of Lot 51, Rancho San Juan Del Mar, Subdivision No. 4, according to the plat recorded in Volume 6 of Plats, pages 19 through 22, records of Skagit County, Washington;  
thence North  $51^{\circ}44'$  East 20 feet;  
thence South  $38^{\circ}16'$  East parallel to the Northeasterly line of said Lot 51, to the Northwesterly line of the Rosario County Road as it now exists;  
thence Southwesterly along said road right of way to a point that bears South  $38^{\circ}16'$  East from the point of beginning;  
thence North  $38^{\circ}16'$  West to the Point of Beginning;

PARCEL F:

All that portion of Government Lot 7, Section 2, Township 34 North, Range 1 East of the Willamette Meridian, lying West of the Plat of Rancho San Juan Del Mar, Subdivision No. 11, according to the plat recorded in Volume 9 of Plats, pages 84 and 85, records of Skagit County, Washington; and South of the Plat of Rancho San Juan Del Mar, Subdivision No. 2, according to the plat recorded in Volume 5 of Plats, page 30, records of Skagit County, Washington;  
Situate in Skagit County, Washington.

PARCEL G:

Tidelands of the second class lying in front of, adjacent to and abutting upon Government Lot 3, Section 11, Twp. 34 North, Range 1, E. W. M., and uplands lying within said Government lot, if any, between the waterside line of lots 51 through 65, inclusive, Subdivision No. 4, Rancho San Juan Del Mar, and the Government meander line to a depth of 100 feet measured perpendicular to said meander line. Provided, however, that should said line overlap the waterside boundary of said subdivision that this shall not be construed as an attempt to make conveyance of any portion lying within said lot.

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EXHIBIT "B"

EX 1145730627

GRANT DEED OF CONSERVATION EASEMENT  
EDITH POINT  
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EXHIBIT 'C'

11-34-2

GL 3

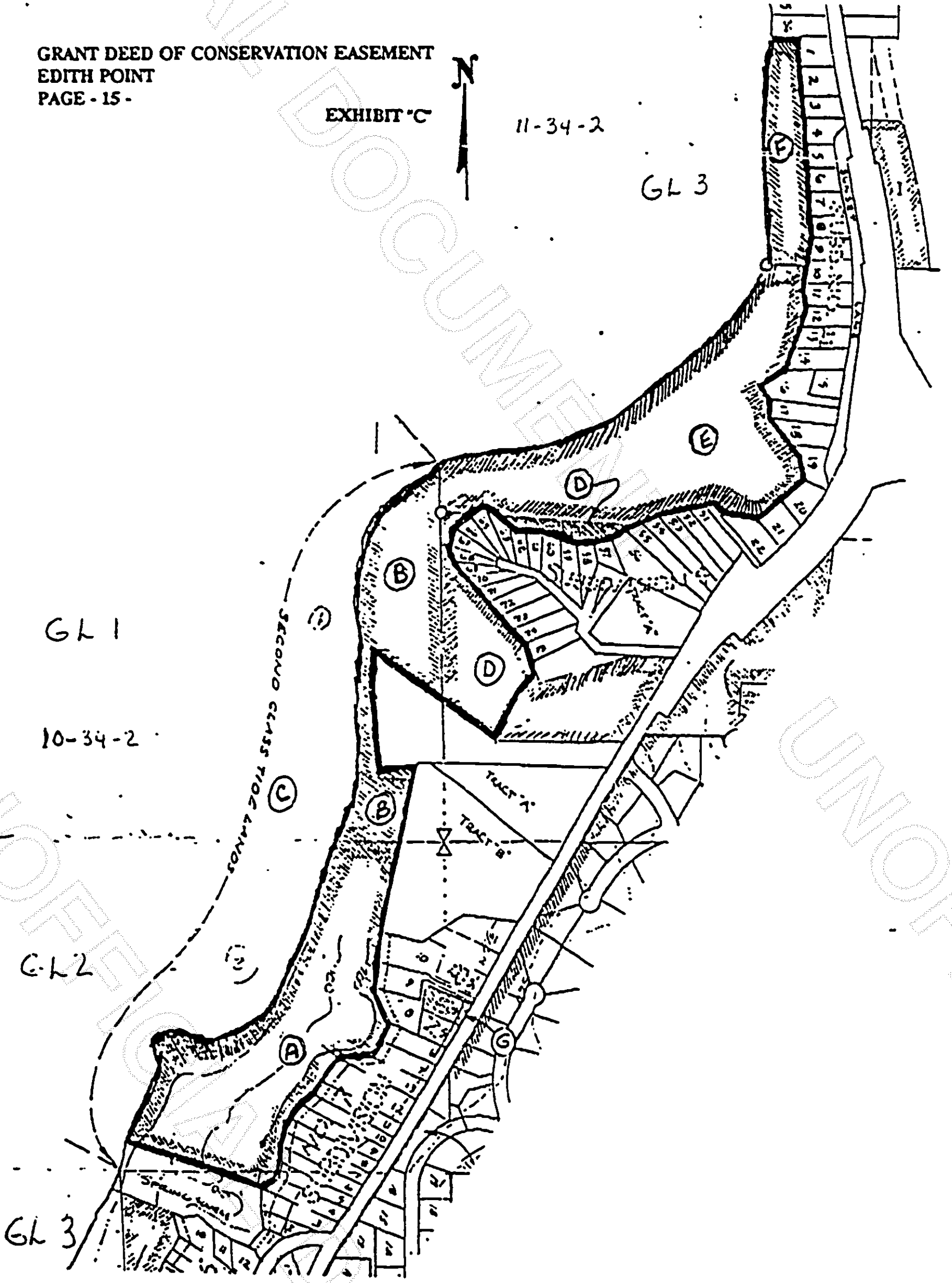
GL 1

10-34-2

GL 2

GL 3

SECOND CLASS TIDE LAKES



9212290117

EXHIBIT 'C'

EA 114 3160028

GRANT DEED OF CONSERVATION EASEMENT  
EDITH POINT  
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EXHIBIT 'D'

All that portion of Government Lot 1, Section 10, and the South-west Quarter of the Northwest Quarter of Section 11, Township 34 North, Range 1 East of the Willamette Meridian, described as follows:

Beginning at a point on the line between Sections 10 and 11, said point lying North  $0^{\circ}09'19''$  East 332.56 feet from the Quarter corner common thereto;  
thence South  $88^{\circ}08'$  East 719.52 feet to an intersection with the West line of the county road known as Lateral Highway #4;  
thence North  $32^{\circ}30'$  East along said West line for 119.74 feet;  
thence North  $88^{\circ}08'$  West 557.40 feet;  
thence North  $52^{\circ}55'$  West 660 feet, to a point 40 feet distant from the shore line of Burrows Bay;  
thence Southerly parallel with and 40 feet distant from the said shore line of Burrows Bay to a point which lies North  $88^{\circ}08'$  West from the point of beginning;  
thence South  $88^{\circ}08'$  East 320 feet, to the point of beginning;

EXCEPT the East 5 feet as conveyed to Skagit County by deed recorded June 15, 1972, under Auditor's File No. 769682, records of Skagit County, Washington.

Situate in Skagit County, Washington

EXHIBIT 'D'

9212290117

SK1145760629



GRANT DEED OF CONSERVATION EASEMENT  
EDITH POINT  
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EXHIBIT 'D'

All that portion of Government Lot 1, Section 10, and the South-  
west Quarter of the Northwest Quarter of Section 11, Township 34  
North, Range 1 East of the Willamette Meridian, described as  
follows:

Beginning at a point on the line between Sections 10 and 11,  
said point lying North  $0^{\circ}09'19''$  East 332.56 feet from the Quarter  
corner common thereto;  
thence South  $88^{\circ}08'$  East 719.52 feet to an intersection with the  
West line of the county road known as Lateral Highway #4;  
thence North  $32^{\circ}30'$  East along said West line for 119.74 feet;  
thence North  $88^{\circ}08'$  West 557.40 feet;  
thence North  $52^{\circ}55'$  West 660 feet, to a point 40 feet distant  
from the shore line of Burrows Bay;  
thence Southerly parallel with and 40 feet distant from the said  
shore line of Burrows Bay to a point which lies North  $88^{\circ}08'$  West  
from the point of beginning;  
thence South  $88^{\circ}08'$  East 320 feet, to the point of beginning;

EXCEPT the East 5 feet as conveyed to Skagit County by deed  
recorded June 15, 1972, under Auditor's File No. 769682,  
records of Skagit County, Washington.

Situate in Skagit County, Washington

EXHIBIT 'D'

9212290117

BK 1149 PG 0630