



201802130072

Skagit County Auditor

\$90.00

2/13/2018 Page

1 of

17 12:51PM

After recording return to:

Skagit County Farmland Legacy Program
Skagit County Commissioners Administration Building
1800 Continental Place
Mount Vernon WA 98273

Amendment to Grant Deed of Conservation Easement

Reference No (AFN): 200406250147

Grantors:

National LLC, a Washington LLC (UBI 603 050 251)

16576 Green Lane

Burlington WA 98233

J&N Nelson Properties, LLC, a Washington LLC (UBI 602 938 354)

PO Box 870

Burlington WA 98233-0620

Sterling Hill Holdings, L.L.C., a Washington LLC (UBI 602 258 618)

PO Box 5226

Burlington WA 98227

Grantee:

Skagit County, a political subdivision of the State of Washington

Skagit County Farmland Legacy Program

Skagit County Commissioners Administration Building

1800 Continental Place

Mount Vernon WA 98273

Legal Description:

See Exhibit A.

Assessor's Property
Number(s):

P36967, P36969, P36989, P36987, P36984, P38057, P38056, P38059, P37016,
P37022, P37976, P37979

Size of Protected
Property:

410.31 acres

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX
EASEMENT
FEB 13 2018

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

Background

1. Original grantors Daniel H. Miller and Carol J. Miller, husband and wife, and Sterling Hill, L.L.C., granted Skagit County a Grant Deed of Conservation Easement ("Conservation Easement"), recorded as Auditor's File Number 200406250147 on June 25, 2004, for the property described in Exhibit A.
2. Purchase of the Conservation Easement was partially funded by the Commodity Credit Corporation for implementation of the Farm and Ranch Lands Protection Program through Skagit County Contract No. C20030398.
3. At the time the Conservation Easement was executed, there were two separate owners of the Protected Property. Daniel and Carol Miller owned all of the Protected Property except parcel P37979, which was and is owned by Sterling Hill, L.L.C., now known as Sterling Hill Holdings, L.L.C.
4. In June 2009, Carol Miller and the Estate of Daniel Miller sold several existing parcels to James Nelson and Norm Nelson, who subsequently transferred them to J&N Nelson Properties LLC, of which they are the sole owners.
5. In October 2010, Carol Miller quit claimed her interest in her remaining existing parcels to National LLC, a single-member LLC of which she is the sole owner.
6. On the January 25, 2013, Sterling Hill L.L.C. changed its name to Sterling Hill Holdings, L.L.C. by filing an Amended Certificate of Formation with the Secretary of State's office for the state of Washington.
7. There are now three separate owners of the Protected Property, as shown in Exhibit D: J&N Nelson Properties, LLC, Sterling Hill Holdings L.L.C., and National LLC. The boundary of the Protected Property has not changed. The legal description of each tract in separate ownership, and each of the parcels within each tract, is described in Exhibit E.
8. Section V.B. of the Conservation Easement entitled "Subdivisions and Development Rights" prohibits "legal division, subdivision or partitioning of the Protected Property". At the time of entering into the Conservation Easement, the Grantor and Grantee understood this language as prohibiting division of the land into new parcels. They did not understand it to prohibit the sale of pre-existing parcels.
9. The parties' understanding with respect to the foregoing is also based upon the language in Section XIII.E of the Conservation Easement entitled "Subsequent Transfers," which obligates the Grantor to:
 - "a) Incorporate the terms of this Easement by reference in any deed or other legal instrument by which it divests itself of *any interest in all or a portion of the Protected Property*...;
 - b) Describe this Easement in an appendix to any executory contract for the *transfer of any interest in the Protected Property*...;
 - c) Obtain a certificate from the purchaser, leaseholder or other party gaining an interest in *all or a part of the Protected Property* and any financier, acknowledging their awareness of their intent to comply with it. Such certificate shall be appended to and recorded with any deed or other legal instrument by which the Grantor *divests itself in any interest in all or a portion of the Protected Property*; and
 - d) Give written notice to Grantee of the *transfer of any interest of all or a portion of the Protected Property* no later than 45 days prior to the date of such transfer..." [emphasis added]

10. Based on this language, at the time of entering into the Easement, the Grantor and Grantee reasonably believed that the Grantor could divest itself of an "interest in all or a portion of the Protected Property" and that such action would not constitute a "legal division, subdivision or partitioning of the Protected Property" as prohibited in Section V.B.
11. The Protected Property is devoted to distinctly different agricultural uses. Specifically, the property owned by National LLC, consisting of approximately 260 acres, is agricultural cropland. The property owned by J&N Nelson Properties, LLC, consisting of approximately 142 acres, is a dairy farm. The property owned by Sterling Hill Holdings L.L.C., consisting of approximately 8 acres, houses a potato storage building and associated support facilities.
12. Both the croplands owned by National LLC and the dairy farm owned by J&N Nelson Properties, LLC are greater than the average farm size in Skagit County, Washington, according to the 2007 Census of Agriculture.
13. Secretary Vilsack has acknowledged that beginning farmers are the key to twenty-first-century agriculture. One of the major barriers to beginning farmers is access to affordable farm land. The future of farming in Skagit County depends in large part on the ability of beginning farmers to obtain access to affordable farm land of a size suited to specific farming activities. Very few beginning farmers have the financial ability to lease or purchase 410 acres of prime farm land which is devoted to disparate agricultural uses such as those conducted on the Protected Property. Making it possible for the Protected Property to be leased or sold in parcels which correspond with the agricultural uses to which they are devoted increases the likelihood that beginning farmers will have access to productive farm land thereby enhancing the prospects that the Protected Property will remain in agricultural productivity in perpetuity.
14. The Conservation Easement limits the amount of the Protected Property that can be covered by structures and impervious surfaces to five percent (5%) of the total area. At the time of the Conservation Easement, the Protected Property was in separate ownership. The Conservation Easement does not allocate the allowable impervious surface among the parcels or owners thus giving rise to uncertainty as to the respective owners' rights. Further, the Conservation Easement contains no method for allocating impervious surface among the parcels in the event a dispute arises in the future. Allocating the impervious surface among the parcels and owners will provide clarity as to the rights of the respective parties thereby decreasing the likelihood that the impervious surface limitation will be inadvertently exceeded in the future. It will also facilitate the practical administration and management of the Conservation Easement and strengthen its effectiveness by making it easier to monitor and enforce the impervious surface limitation in the future.
15. The Conservation Easement limits the amount of the Protected Property that can be covered by structures and impervious surfaces to 5% of the total area. At the time of the Conservation Easement, the Protected Property was in separate ownership. The Conservation Easement does not allocate the allowable impervious surface among the parcels or owners thus giving rise to uncertainty as to the respective owners' rights. Further, the Conservation Easement contains no method for allocating impervious surface among the parcels in the event a dispute arises in the future. Allocating the impervious surface among the parcels and owners will provide clarity as to the rights of the respective parties thereby decreasing the likelihood that the impervious surface limitation will be inadvertently exceeded in the future. Providing clarity as to these matters will strengthen the effectiveness of the Conservation Easement by making it easier to monitor and enforce the impervious surface limitation in the future.

16. Section XIV of the Conservation Easement entitled "Amendment", provides, in pertinent part, that:

"If circumstances arise under which an amendment to or modification of this Easement would be appropriate, Grantor and Grantee are free to jointly amend this Easement; provided that no amendment shall be allowed that will diminish the effectiveness of this Easement in carrying out the Purpose of the Easement in any way and only those amendments which strengthen the effectiveness of the Easement in carrying out the Purpose of the Easement shall be permitted. [emphasis in original]"

17. Section III of the Conservation Easement entitled "Purpose", provides, in part, that:

It is the purpose of this Easement to assure that the Protected Property will be retained forever for agricultural productivity and use, to ensure no net loss of agricultural lands and to protect prime, unique, and important agricultural soils, and to prevent any use of, or activity on, the Protected Property that will impair or interfere with the Conservation Values of the Protected Property (the "Purpose").

18. Additionally, the purpose of the Farm and Ranchlands Protection Program, as provided in the Farm Security and Rural Investment Act of 2002 (P.L. 107-171), is "protecting topsoil by limiting nonagricultural uses of the land."

19. The proposed amendment would be consistent with the purposes of the Conservation Easement and the Farm and Ranchlands Protection Program and would strengthen the effectiveness of the Conservation Easement in carrying out its purpose by resolving these existing questions and eliminating ambiguity for future use of the property under its terms.

Terms of Amendment

Section VI.B., Subdivision and Development Rights, is hereby stricken and the following is substituted in its place:

VI.B. Conveyance, Subdivision, Protected Property Boundary, and Development Rights:

1. The Protected Property shall not be divided or subdivided into, or separately conveyed as, more than three tracts, the boundaries of which have been identified in Exhibit D, which is appended to and made a part of this Grant of Deed of Conservation Easement. To ensure future agricultural viability of the Protected Property, the boundaries of the existing tracts in separate ownership are hereby approved in writing by the Grantee and the Chief of the NRCS or his or her authorized designee ("Chief of NRCS"). Adjustments of the identified boundaries of the three tracts will not be allowed. Grantor must provide Grantee and the Chief of the NRCS written notice prior to separately conveying any tract within the Protected Property. Any other legal or *de facto* division, subdivision, partition, planned unit development, or conveyance of the Protected Property into separate lots, parcels, or ownership is expressly prohibited.
2. The boundary of the Protected Property may not be adjusted.
3. Any and all development rights assigned to or associated with the Protected Property are hereby expressly terminated and extinguished. Grantor may not exercise its development rights in the Protected Property, transfer such development rights to any other portion of the Protected Property as it is now or hereafter may be bounded or described or to any other property adjacent to the Protected Property or otherwise, nor use such development rights or the area of the Protected Property for the purpose of calculating permissible lot yield of the Protected Property or any other property.

Section VI.D., Impervious Surface, is hereby stricken and the following is substituted in its place:

VI.D. Impervious Surface

1. The total area covered by structures of any kind and impervious surfaces, such as rooftops, asphalt, gravel, or concrete, shall be limited to no more than 5% of the area of the Protected Property or 20.5 acres.
2. The 5% limit is allocated among the parcels as follows:
 - (A) For the parcels owned by National LLC (parcels P36967, P36969, P36989, P36987, P36984, P38057, P38056, and P38059), total impervious surface is limited to 1.2 acres.
 - (B) For the parcels owned by J&N Nelson Properties, LLC (parcels P37016, P37022, and P37976), total impervious surface is limited to 13.3 acres.
 - (C) For the parcel owned by Sterling Hill Holdings, L.L.C. (parcel P37979), total impervious surface is limited to 6.0 acres.

Reaffirmation

All other terms and conditions of the Conservation Easement not expressly modified herein are hereby ratified and reaffirmed and shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned Grantor(s) have executed this instrument.

National LLC.

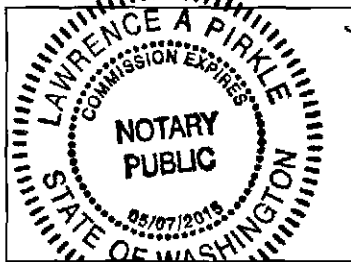
Carol J. Miller
Name, title

3/26/15
Date

State of Washington
County of Skagit

I certify that I know or have satisfactory evidence that Name of Person is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Type of Authority (e.g. officer, trustee, etc) of Name of the Party (on behalf of whom instrument was executed, e.g. a corporation) to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 3/26/15



(Notary Seal or Stamp Above)

[Signature]
Signature of Notary Public

Lawrence A. Pirkle
Printed Name of Notary Public

My appointment expires 05/07/2015

IN WITNESS WHEREOF, the undersigned Grantor(s) have executed this instrument.

J&N Nelson Properties LLC:

Norm W. Nelson, Jr.
Norm W. Nelson, Jr., Member

3-20-15
Date

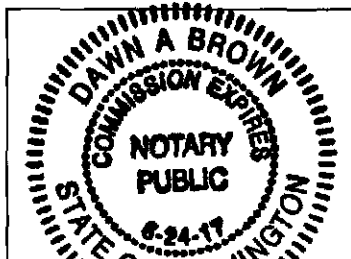
James N. Nelson
James N. Nelson, Member

3-20-15
Date

State of Washington
County of Skagit

I certify that I know or have satisfactory evidence that Norm W. Nelson, Jr. 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 Member of J&N Nelson Properties LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 3-20-15



(Notary Seal or Stamp Above)

Dawn A. Brown
Signature of Notary Public

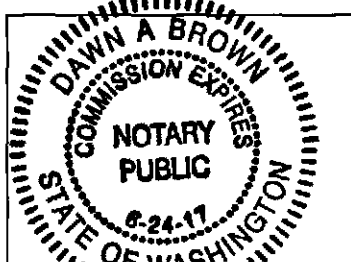
DAWN A. BROWN
Printed Name of Notary Public

My appointment expires 06-24-17

State of Washington
County of Skagit

I certify that I know or have satisfactory evidence that James N. Nelson 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 Member of J&N Nelson Properties LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 3-20-15



(Notary Seal or Stamp Above)

Dawn A. Brown
Signature of Notary Public

DAWN A. BROWN
Printed Name of Notary Public

My appointment expires 06-24-17

IN WITNESS WHEREOF, the undersigned Grantor(s) have executed this instrument.

Sterling Hill Holdings, L.L.C.:

Norm W. Nelson, Jr.
Norm W. Nelson, Jr., Member

3-20-15

Date

James N. Nelson
James N. Nelson, Member

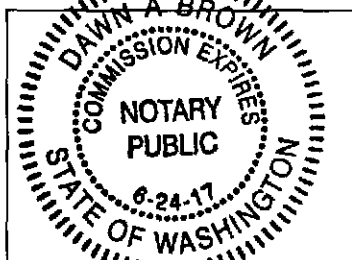
3-20-15

Date

State of Washington
County of Skagit

I certify that I know or have satisfactory evidence that Norm W. Nelson, Jr. 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 Member of Sterling Hill Holdings, L.L.C. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 3-20-15



(Notary seal or stamp above)

Dawn A. Brown
Signature of Notary Public

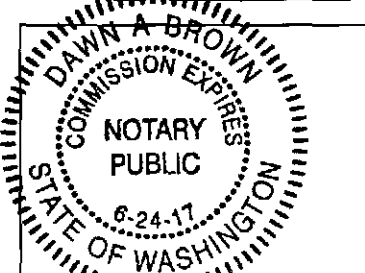
DAWN A. BROWN
Printed Name of Notary Public

My appointment expires 06-24-17

State of Washington
County of Skagit

I certify that I know or have satisfactory evidence that James N. Nelson 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 Member of Sterling Hill Holdings, L.L.C. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 3-20-15



(Notary seal or stamp above)

Dawn A. Brown
Signature of Notary Public

DAWN A. BROWN
Printed Name of Notary Public

My appointment expires 06-24-17

The Skagit County Board of Commissioners does hereby accept the above amendment to the Grant Deed of Conservation Easement this 11 day of May, 2015.

**Board of County Commissioners
Skagit County, Washington**

Kenneth A. Dahlstedt
Kenneth A. Dahlstedt, Chair

Lisa Janicki
Lisa Janicki, Commissioner

Ron Wesen
Ron Wesen, Commissioner

Recommended:

P.O. Bill P.O.B.
Department Head

Approved as to form:

Ryan Walter
Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Shane B. [Signature]
Risk Manager

Approved as to budget:

Lisa Sogno
Budget and Finance Director

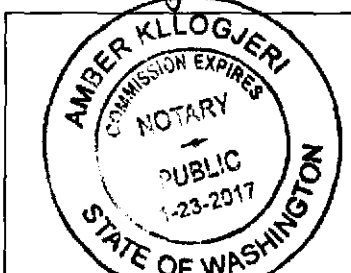
Attest:

Amber Klogjeri
Clerk of the Board

State of Washington
County of Skagit

I certify that I know or have satisfactory evidence that Ron Wesen, Kenneth A. Dahlstedt, and Lisa Janicki are the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the County Commissioners of Skagit County to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: May 11, 2015



[Notary seal or stamp above]

Amber Klogjeri
Signature of Notary Public

Amber Klogjeri
Printed Name of Notary Public

My appointment expires 1-23-2017

(RE: Skagit County FRPP No. 7305460200H8L FRPP Parcel No. 078FLP)

The NATURAL RESOURCES CONSERVATION SERVICE, United States Department of Agriculture, an agency of the United States Government, hereby accepts and approves the foregoing Amendment to the Grant Deed of Agricultural Conservation Easement, and the rights conveyed therein, on behalf of the United States of America.

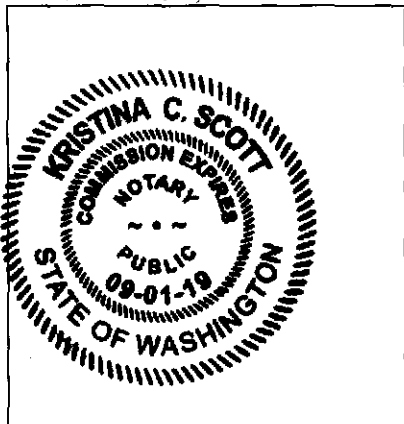
Dated: 1/23/2018

Royce Badgley Doon
State Conservationist
Natural Resources Conservation Service
United States Department of Agriculture

STATE OF WASHINGTON)
) ss.
COUNTY OF Spokane)

On this 23rd day of January, 2018, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared Royce Badgley Doon known or proved to me to be the person whose signature appears above, and who being duly sworn by me, did say that s/he is the Acting State Conservationist of the Natural Resources Conservation Service, United States Department of Agriculture, is authorized to sign on behalf of the agency, and acknowledged and accepted the rights conveyed by the deed to be her/his voluntary act and deed.

In witness whereof, I have hereunto set my hand and official seal the day and year first above written.



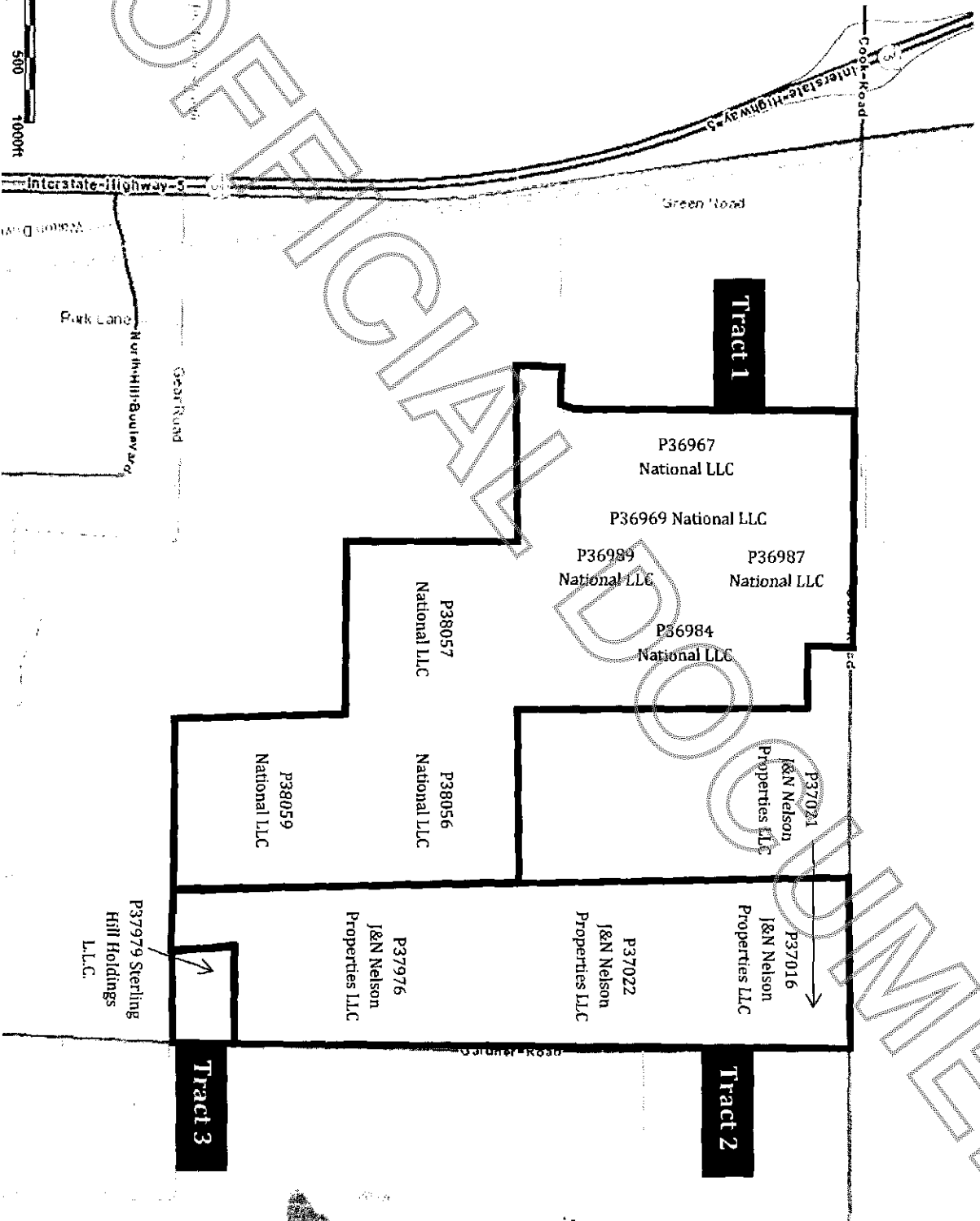
(Use this space for notarial stamp/seal)

Kristina C. Scott
Signature of Notary Public

Print Name Kristina C. Scott

My commission expires 9-1-2019

New Exhibit D **Site map showing ownership of the Protected Property** **as of the date of this amendment**



New Exhibit E
Legal Descriptions of Parcels Subject to Easement

UNOFFICIAL DOCUMENT

EXHIBIT "E"

STERLING HILL HOLDINGS, L.L.C.

Assessor's Parcel Number: P37979

Legal Description:

The South 500.00 feet of the East 730.00 feet of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 28, Township 35 North, Range 4 East, W.M., EXCEPT the East 30 feet thereof conveyed to Skagit County for road purposes by Deeds dated April 27, 1911, and April 20, 1911, in Volume 85 of Deeds, pages 319 and 321, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

J&N NELSON PROPERTIES, LLC

Assessor's Parcel Numbers: P37016; P37021; P37022; P37976

Legal Description:

PARCEL "A":

The South $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 21, Township 35 North, Range 4 East, W.M., EXCEPT the East 20 feet conveyed to Skagit County for road purposes by Deed dated April 14, 1910 and recorded May 3, 1910, under Auditor's File No. 79227, in Volume 81 of Deeds, page 53, being a portion of Tract "B" of Revised Short Plat No. 86-78, approved October 26, 1978 and recorded October 27, 1978, under Auditor's File No. 890223.

Situate in the County of Skagit, State of Washington.

PARCEL "B":

The Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 28, Township 35 North, Range 4 East, W.M., EXCEPT the East 20 feet thereof conveyed to Skagit County for road purposes by Deed dated April 14, 1910 and recorded May 3, 1910, in Volume 81 of Deeds, page 53, records of Skagit County, Washington.

TOGETHER WITH the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 28, Township 35 North, Range 4 East, W.M., EXCEPT the East 30 feet thereof conveyed to Skagit County for road purposes by Deeds dated April 27, 1911 and April 20, 1911 and recorded May 8, 1911 in Volume 85 of Deeds, pages 319 and 321, records of Skagit County, Washington., ALSO EXCEPT the following described tract:

The South 500.00 feet of the East 730.00 feet of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 28, Township 35 North, Range 4 East, W.M., EXCEPT the East 30 feet thereof conveyed to Skagit County for road purposes by Deeds dated April 27, 1911 and April 20, 1911, in Volume 85 of Deeds, pages 319 and 321, records of Skagit County, Washington.

SUBJECT TO AND TOGETHER WITH a 30.0 foot wide non-exclusive mutually beneficial easement for ingress, egress and utilities (and the maintenance thereof) over, under and across the South 30.0 feet of the North 130.0 feet of said Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 28, Township 35 North, Range 4 East, W.M., to access contiguous property to the West in the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 29, Township 35 North, Range 4 East, W.M.

Situate in the County of Skagit, State of Washington.

AND EXCEPT the North 25 feet thereof conveyed to Skagit County for road purposes by Deeds recorded under Auditor's File No. 19199, in Volume 28 of Deeds, page 549, and Auditor's File No. 770324, records of Skagit County, Washington;

AND EXCEPT the East 20 feet thereof conveyed to Skagit County for road purposes by deed recorded under Auditor's File No. 79227, in Volume 81 of Deeds, page 53, records of Skagit County, Washington;

AND EXCEPT that portion thereof lying within the North 30 feet of the East 125 feet of the West 1,166.01 feet of said subdivision, as conveyed to Skagit County for road purposes by Deed recorded under Auditor's File No. 890414, records of Skagit county, Washington;

AND ALSO EXCEPT that portion thereof lying within the boundaries of the following described tract:

Tract "A" of Short Plat No. 86-78, approved October 26, 1978 and recorded October 27, 1978, under Auditor's File No. 890223, in Volume 3 of Short Plats, page 35, records of Skagit County, Washington; being a portion of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 21, Township 35 North, Range 4 East, W.M., ALSO EXCEPT that portion conveyed to Skagit County for road by Deed recorded September 15, 1999, under Auditor's File No. 199909150102.

(Being a portion of Tract "B" of Revised Short Plat No. 86-78, approved October 26, 1978 and recorded October 27, 1978, under Auditor's File No. 890223.)

Situate in the County of Skagit, State of Washington.

NATIONAL LLC

Assessor's Parcel Numbers: P36967; P36969; P36987; P36989; P38056; P38057; P36984 and P38059

Legal Description:

PARCEL "A":

The West $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 20, Township 35 North, Range 4 East, W.M., EXCEPT the East 855 feet thereof, AND EXCEPT the North 25 feet thereof conveyed to Skagit County for road purposes by Deeds recorded April 25, 1894, under Auditor's File No. 19199, in Volume 28 of Deeds, page 549, and recorded June 27, 1972, under Auditor's File No. 770212, records of Skagit County, Washington, ALSO EXCEPT that portion conveyed to Skagit County for road recorded December 21, 1999, under Auditor's File No. 199912210015.

Situate in the County of Skagit, State of Washington.

PARCEL "B":

The East 283.32 feet of the Southwest $\frac{1}{4}$ of Section 20, Township 35 North, Range 4 East, W.M. (as measured at right angles to the East line thereof), EXCEPT the North 25 feet thereof conveyed to Skagit County for road purposes by deeds recorded April 25, 1894, under Auditor's File No. 19199, in Volume 28 of Deeds, page 549, and recorded June 27, 1972, under Auditor's File No. 770212, records of Skagit County, Washington, ALSO EXCEPT that portion conveyed to Skagit County for road by Deed recorded December 21, 1999, under Auditor's File No. 199912210014.

Situate in the County of Skagit, State of Washington.

PARCEL "C":

That portion of the East $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of Section 20, Township 35 North, Range 4 East, W.M., described as follows:

Beginning at the Northeast corner of said subdivision;
thence North $89^{\circ}35'45''$ West along the North line of said subdivision, a distance of 283.35 feet;
thence South $0^{\circ}23'40''$ East, parallel with the East line of said subdivision, a distance of 25.00 feet to the South right of way line of the Cook Road and the true point of beginning;
thence South $0^{\circ}23'40''$ East, a distance of 2,632.09 feet to the South line of the Southwest $\frac{1}{4}$ of Section 20;
thence North $89^{\circ}15'20''$ West along the South line of said Southwest $\frac{1}{4}$, a distance of 1,043.92 feet to the Southwest corner of said East $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of Section 20;
thence North $0^{\circ}23'35''$ West along the West line of said subdivision, a distance of 332.58 feet to the center of the Olympic Marsh Drainage Ditch;
thence South $89^{\circ}15'20''$ East along the centerline of said ditch 241.05 feet to the beginning of a curve to the left having a radius of 80 feet;
thence along said curve through a central angle of $89^{\circ}55'40''$, an arc distance of 125.56 feet;
thence North $0^{\circ}49'$ East along the centerline of said ditch, a distance of 913.78 feet to the South line of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 20;

-continued-

The land referred to is situated in the County of Skagit, State of Washington, and is described as follows:

DESCRIPTION CONTINUED:

PARCEL "C" continued:

thence North $89^{\circ}25'32''$ West along the South line of said subdivision, a distance of 4.86 feet to a point on the West line of the East 990 feet of said Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 20;
thence North $0^{\circ}23'40''$ East along the West line of said East 990 feet, a distance of 1,301.44 feet to the South right of way line of the Cook Road;
thence South $89^{\circ}34'45''$ East along said road, a distance of 706.75 feet to the true point of beginning,

EXCEPT the right of way for the County road known as the Cook Road along the North line thereof, which right of way includes the property conveyed to Skagit County by Auditor's File No. 770212,

ALSO EXCEPT that portion conveyed to Skagit County for road by Deed recorded December 21, 1999, under Auditor's File No. 199912210013.

Situate in the County of Skagit, State of Washington.

PARCEL "D":

The North $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 29, Township 35 North, Range 4 East, W.M.

TOGETHER WITH a non-exclusive easement for ingress and egress, over and across the West 20 feet of the East 24.75 feet of the West $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 20, Township 35 North, Range 4 East, W.M., EXCEPT the North 20 feet thereof conveyed to Skagit County for road purposes.

Situate in the County of Skagit, State of Washington.

PARCEL "E":

The East 855 feet of the West $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 20, Township 35 North, Range 4 East, W.M., EXCEPT the three following described tracts:

1. The East 24.75 feet thereof;
2. The North 20 feet thereof as conveyed to Skagit County for road purposes by deed dated November 16, 1893 and recorded April 25, 1894, under Auditor's File No. 19199;

-continued-

The land referred to is situated in the County of Skagit, State of Washington, and is described as follows:

DESCRIPTION CONTINUED:

3. Beginning at the Northeast corner of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 20, said point being 1,319.42 feet from the East $\frac{1}{4}$ corner of said Section 20;
thence North $89^{\circ}35'45''$ West, along the North line of said subdivision, 492.14 feet;
thence South $1^{\circ}24'45''$ East, along an existing fence line, 396.15 feet;
thence South $89^{\circ}35'45''$ East parallel with said North line of said subdivision, 486.12 feet to the East line of said Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 20;
thence North $0^{\circ}32'30''$ West, along said East line, 396.00 feet to the true point of beginning.

4. The North 31 feet of the remainder as conveyed to Skagit County by Deed recorded November 19, 1999, as Auditor's File No. 199911190065.

Situate in the County of Skagit, State of Washington.

PARCEL "F":

The Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 29, Township 35 North, Range 4 East, W.M.

Situate in the County of Skagit, State of Washington.