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Skagit County Auditor

Recording Requested By And
When Recorded Mail To:

Skagit County
Public Works Department
Attn: Emily Derenne
1800 Continental Place
Mount Vernon, Washington 98273

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY Cain Cress
DATE 9/17/2024

SKAGIT COUNTY
Contract # C20240454
Page 1 of 17

DOCUMENT TITLE: TEMPORARY EASEMENT

REFERENCE NUMBER OF RELATED DOCUMENT: *Not Applicable*

GRANTOR(S): Clear Valley Environmental Farm LLC, a Washington limited liability company

GRANTEE(S): Skagit County, a political subdivision of the State of Washington.

ABBREVIATED LEGAL DESCRIPTION: A temporary easement located within Sections 10 and 11, Township 34, Range 4 East.

ASSESSOR'S TAX / PARCEL NUMBER(S): P24533 (Xref ID: 340411-3-003-0004), P24532 (Xref ID: 340411-3-002-0005), P24490 (Xref ID: 340410-4-001-0005), P24494 (Xref ID: 340410-4-006-0000)

TEMPORARY EASEMENT

(For riparian restoration work under the Natural Resource Stewardship Program project)

The undersigned, Clear Valley Environmental Farm LLC, a Washington limited liability company (herein "Grantor", "Representative", or "Landowner"), for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, hereby grants to Skagit County, a political subdivision of the State of Washington (herein "Grantee" or "County"), a temporary, non-exclusive easement ("Temporary Easement"), as provided herein. Landowner and County may be individually referred to herein as a "party," and may be collectively referred to herein as the "parties." The terms of this Temporary Easement are further provided as follows:

1. **Nature and Location of Easement.** The Temporary Easement hereby granted by Landowner herein shall be a temporary easement to allow the County, the County's agents, employees, and contractors over, upon, across, through, a portion of real property located within and upon Landowner's Property, such Temporary Easement area as legally described on Exhibit "A" and as further described and depicted on Exhibit "B", attached hereto and incorporated herein by this reference, for the purpose of providing a temporary easement (and any related appurtenances thereto), including the right of ingress and egress with all necessary equipment for construction of the riparian restoration work, including the removal of invasive vegetation and installation of native plantings under the Skagit County Natural Resource Stewardship Program

(NRSP) as described in *Exhibit "C"*, attached hereto and incorporated by reference (herein referred to as the "Project"). A legal description for the Landowner's Property is attached hereto as *Exhibit "D"*, and is hereby incorporated by reference.

1.1 The County, through its Department of Public Works (Natural Resources Division), will perform the Project as described in *Exhibit "C"* under its Natural Resources Stewardship Program (NRSP) for the protection, improvement, and enhancement of water quality in Skagit County streams for the benefit of downstream saltwater shellfish habitat.

1.2 Landowner represents and warrants to the County that the Landowner is the legal owner of the property described in *Exhibit "D"* (the "Landowner's Property"), and further represents and warrants to the County that there are no outstanding rights which interfere with this Temporary Easement agreement. The Landowner also acknowledges that a change in property ownership will not change the encumbrance of the Property created by the terms of this Temporary Easement, and the Landowner agrees to inform any future owner of Landowner's Property of this Temporary Easement prior to sale or transfer of the Landowner's Property during the term of this Temporary Easement (as the terms of this Temporary Easement shall be binding on any subsequent owner[s] of the Landowner's Property for the duration of this Temporary Easement). The Landowner agrees to notify the County, within thirty (30) days of transfer, of changes in ownership during the term of this Temporary Easement.

1.3 Landowner agrees to inform the County (and the County's agents, employees, and contractors) of all known safety hazards on Landowner's Property prior to the commencement of the activities described in *Exhibit "C"*.

1.4 Except as provided to the contrary by the terms of this Temporary Easement, the Landowner retains the right to control trespass on Property, and Landowner shall retain all responsibility for taxes, assessments, and for any claims for damages to Landowner's Property.

1.5 Landowner recognizes and agrees that participation in the County's Natural Resource Stewardship Program does not eliminate or abrogate any jurisdictional authority, code requirements, or obligations required by any government entity including Skagit County.

2. Use of Easement. The County, County's employees, agents, and contractors shall have the right, with a forty-eight (48) hour notice, (or with such other notice as may be otherwise mutually agreed in writing by and between the parties), and during daytime hours, Monday through Friday (unless otherwise arranged between the parties), to enter upon the Landowner's Property within the area of the Temporary Easement (as described and depicted in *Exhibit "A"* and *Exhibit "B"*), for the purpose of constructing and implementing the Project (described at *Exhibit "C"*) within the area of the Temporary Easement. Landowner shall not have the right to exclude the County, County's employees, agents, and/or contractors from the area of the Temporary Easement.

2.1 **Project Components.** This temporary easement includes the following components, as described in *Exhibit "C"*: (1) initial site work, (2) monitoring and maintenance, and (3) project preservation.

2.1.1 **Initial Site Work.** The initial site work includes site preparation, removal of invasive vegetation and installation of native riparian planting as described in *Exhibit "C"*. Initial site work will be conducted within one (1) year of mutual execution of this agreement.

2.1.2 **Monitoring and Maintenance.** A Restoration and Maintenance Plan (Plan) has been developed for the Project and is included as *Exhibit "C"*. In accordance with the Plan, Skagit County may provide maintenance of vegetation for up to three (3) years after

planting. The Landowner shall be responsible for plant preservation, not to include active maintenance, following this three (3) year period.

2.1.3 **Project Preservation.** Landowner agrees to preserve the Project in a substantially similar condition as exists at the time of Project completion and agrees to refrain from cutting, damaging, or otherwise harming any of the vegetation planted as part of the Project or in any way intentionally compromising the integrity of the Project for a period of ten (10) years from the date of mutual execution of this Temporary Easement agreement. Except as provided in Section 2.1.2, the Landowner shall be responsible for all riparian restoration preservation required as part of the Project. Landowner may be required to reimburse the County for Project costs funded by the County in the event that the Landowner does not preserve the Project in accordance with the terms of this Temporary Easement.

2.2 The Landowner acknowledges that Landowner is voluntarily participating in the County's NRSP for riparian restoration (as described in Exhibit "C") that is the subject of this Temporary Easement and is permitting the Landowner's Property to be used for such purposes pursuant to the terms of this Temporary Easement. The Landowner agrees that the Project, when completed, will not now or in the future result in damages to the Landowner's Property, and that the County is not liable for any impacts to Landowner's Property resulting from the Project. The terms of this Section 2.2 shall survive the termination or expiration of this Temporary Easement.


2.3 The County agrees to be responsible for any damage arising from negligent acts of its employees, agents, or representatives on Landowner's Property in exercise of County's rights herein granted by this Temporary Easement (including for the workplace safety of the County's employees, agents, or representatives while performing Project work on the Landowner's Property). The County assumes no liability for any alleged damage to Landowner's Property resulting from this Temporary Easement, or from any source other than as may be expressly set forth herein.

3. Termination of Temporary Easement. The Project shall be considered complete following the completion of the activities described in Exhibit "C", including project maintenance activities. This Temporary Easement shall otherwise expire by its own terms ten (10) years from the date of mutual execution.

4. Governing Law; Venue. This Temporary Easement shall be construed under the laws of the State of Washington. It is agreed by the parties that the venue for any legal action arising from or relating to the terms of this Temporary Easement shall be in Skagit County, State of Washington.

5. Entire Agreement. This Temporary Easement contains the entire agreement between the parties hereto and incorporates and supersedes all prior negotiations or agreements. This Temporary Easement may not be modified or supplemented in any manner or form whatsoever, either by course of dealing or by parol or written evidence of prior agreements and negotiations, except upon the subsequent written agreement of the parties. Waiver or breach of any term or condition of this Temporary Easement shall not be considered a waiver of any prior or subsequent breach.

GRANTOR:
Clear Valley Environmental Farm, LLC, a Washington limited liability company


By: Jeff Poetsch, managing member of Clear Valley Environmental Farm, a Washington limited liability company

DATED this 28 day of AUGUST, 2024.


STATE OF CALIFORNIA }
 } ss.
COUNTY OF SAN MATEO

I certify that I know or have satisfactory evidence that and **Jeff Poetsch** as the managing member of the Clear Valley Environmental Farm, a Washington limited liability company, is the person who appeared before me, and said person acknowledged that he signed this instrument, and on oath stated that he executed the forgoing instrument as his duly authorized free and voluntary act for the uses and purposes herein mentioned.

DATED this 28 day of August, 2024.

(SEAL)

**See Attached Notarial Certified
Ruchir kamleshbhai Desai**



Notary Public
Print name: Ruchir Kamleshbhai Desai
Residing at: _____
My commission expires: April 20, 2025

JP

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of San Mateo)

On 09-28-2024 before me, RUCHIR KAMLESHBHAJ DESAI NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

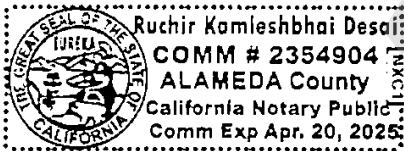
Personally appeared Jeffrey Chapman Poetsch x
Name(s) of Signer(s)

x x x x x x

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document Agreement

Title or Type of Document Temporary Easement Document Date N.A

Number of Pages 16 Signer(s) Other Than Named Above NO

Capacity(ies) Claimed by Signer(s)

Signer's Name AS Above
 Corporate Officer—Title(s)
 Partner Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other

Signer's Name
 Corporate Officer—Title(s)
 Partner Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other

Signer Is Representing

Signer Is Representing

DATED this 14 day of September, 2024.

BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON

Peter Browning, Chair

Lisa Janicki, Commissioner

Ron Wesen, Commissioner

Attest:

Clerk of the Board

Authorization per Resolution R20160001:

Lisha Logne
County Administrator

Recommended:

[Signature]
Department Head

Approved as to form:

Erik Pedersen
Civil Deputy Prosecuting Attorney
Erik Pedersen, Reviewed 9/10/2024

Approved as to indemnification:

Maryloube
Risk Manager

Approved as to budget:

Lisha Logne
Budget & Finance Director

EXHIBIT "A"
TEMPORARY EASEMENT AREA LEGAL DESCRIPTION
Skagit County Assessor Tax Parcel No: P24532 P24533 P24490 P24494

A temporary easement for the purpose of restoration and maintenance within the East Half of Section 10 and the West Half of the Section 11, Township 34 North, Range 4 East, W.M., easement area more particularly described as follows:

A 200 foot wide strip, 100 feet, more or less, each side of the centerline of the Nookachamps Creek; **BEGINNING** at the bifurcation of said Nookachamps Creek, being the origination of the East Fork; thence Southeasterly along centerline of said East Fork Nookachamps Creek, a distance of 4,200 feet, more or less, to the West Sixteenth Line of said Section 11, being the **TERMINUS** of this centerline description. Easement margins to be lengthened or shortened to parcel boundaries.

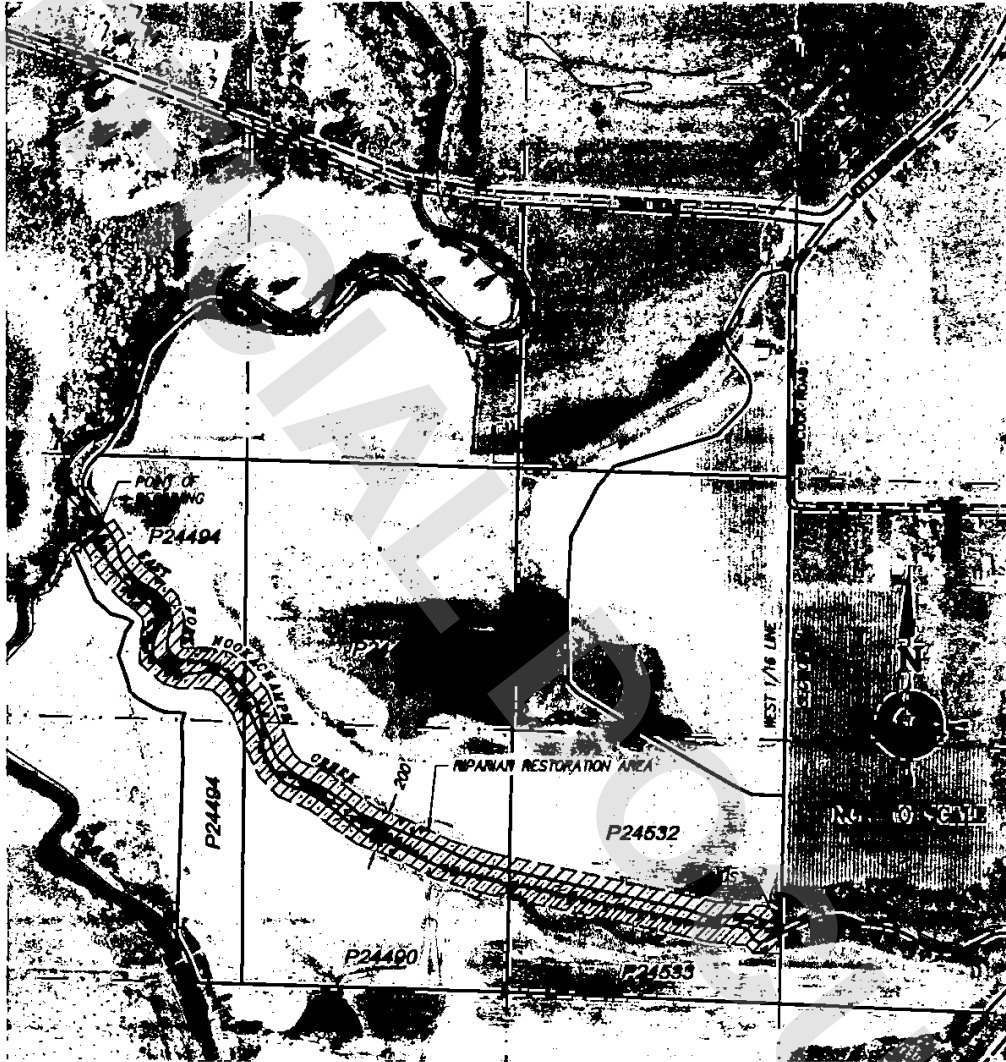
Easement containing 19.7 acres, more or less.

Subject to all covenants, conditions, restrictions, reservations, agreements, easements, provisions, and assessments of record, if any.

Situate in Skagit County, State of Washington

EXHIBIT "B"
GRAPHIC DEPICTION OF TEMPORARY EASEMENT AREA
Skagit County Assessor Tax Parcel No: P24532 P24533 P24490 P24494

*SITUATE IN A PORTION OF EAST HALF OF SECTION 10 AND THE WEST HALF OF SECTION 11,
TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., SKAGIT COUNTY, WASHINGTON*



RIPARIAN RESTORATION AND MAINTENANCE AREA

CLEAR VALLEY ENVIRONMENT FARM LLC
P24532 - P24533 - P24490 - P24494

	SKAGIT COUNTY
	PUBLIC WORKS
	1800 CONTINENTAL PLACE
	MOUNT VERNON, WA 98273-5625 (360) 416-1400 FAX (360) 416-1405

EXHIBIT "C"
RIPARIAN RESTORATION AND MAINTENANCE PLAN
SCOPE OF WORK

OVERVIEW

This Landowner's Property is located along East Fork Nookachamps Creek (Figure 1). According to WA State Department of Ecology's Water Quality Atlas, East Fork Nookachamps Creek habitat is impaired, having listings for dissolved oxygen and temperature. The primary goal of the Project is to install an approximately 100-foot-wide riparian buffer of native plant species to provide shade, which will both suppress the growth of reed canary grass, and directly shade the stream. Shade will thereby address both the temperature and, indirectly, the dissolved oxygen issue in the creek. The Project will support the establishment of an estimated 20,000 native trees and shrubs to improve 3,600 linear feet of stream within up to a 19-acre area.



Figure 1: Approximately 19 acres of riparian forest buffer may be planted within the area indicated by blue shading.

RIPARIAN RESTORATION

Restoration Planning

The County or agents will complete Restoration Plan to be reviewed and agreed upon by the Landowner. This Plan will detail the riparian planting strategy, year one of maintenance, and recommended maintenance actions following year one. This activity will likely involve numerous site visits prior to beginning physical work on the site.

Riparian Planting

Due to timing constrictions limited site preparation will occur. Some effort will be made to treat Class C weeds, as described below. In the winter 2024 or early 2025 riparian planting will begin. Crews will plant approximately 20,000 native trees and shrubs of a variety of species (see Table 1) to enhance this riparian habitat. Plants will be spaced approximately 7-feet apart throughout the planting area with livestakes along the creek being closer to 4-feet on center. Plant protectors or stakes may be installed to protect plants from herbivory and aid in locating the plants for maintenance and monitoring efforts.

Shrub Species	Common Name
<i>Salix sitchensis</i>	Sitka willow
<i>Cornus sericea</i>	Red-osier dogwood
<i>Sambucus racemosa</i>	Red elderberry
<i>Lonicera involucrata</i>	Black twinberry
<i>Rosa nutkana</i>	Nootka rose
<i>Holodiscus discolor</i>	Oceanspray
<i>Physocarpus capitatus</i>	Pacific ninebark
Tree Species	Common Name
<i>Thuja plicata</i>	Western redcedar
<i>Pseudotsuga menziesii</i>	Douglas fir
<i>Picea sitchensis</i>	Sitka spruce
<i>Abies grandis</i>	Grand fir
<i>Acer macrophyllum</i>	Bigleaf maple
<i>Alnus rubra</i>	Red alder
<i>Salix lucida</i>	Pacific willow
<i>Prunus emarginata</i>	Bitter cherry
<i>Malus fusca</i>	Pacific crabapple
<i>Crataegus douglasii</i>	Douglas hawthorn

Table 1. Typical native species that may be used at Project site. Other species are allowable and may be used.

MAINTENANCE

During the spring following planting there will be a minimum of one maintenance event to treat invasive vegetation. If funding allows, crews may complete additional follow-up weed control efforts.

Invasive Species Control

Use of herbicides will be minimized to the maximum extent practical. It is not expected that this project will use herbicides to prepare the area for planting, but the area will be mowed to reduce the height and impact of reed canary grass on the newly planted native species. However, it

may later be determined that herbicides are necessary, or they may be used for maintenance activities. If so, the following protocols will be followed.

Herbicide is applied under the supervision of a licensed applicator, with a licensed operator on site at all times during work. Operators are licensed to work in and around water and in a terrestrial environment. Herbicide will be applied in accordance with guidelines designated by the Environmental Protection Agency on appropriate herbicides for fish bearing streams. No foliar herbicide application is conducted when rain is predicted within 6-hours or winds speeds are greater than 10 mph. The applicator will be working under an NPDES permit to treat invasive weeds in Washington State each year; herbicide applications will be reported to NPDES yearly.

There are many options available for herbicide. The following herbicides are proposed at this site however similar herbicides may be substituted if appropriate:

Polaris: https://labelsds.com/images/user_uploads/Polaris%20SDS%205-11-20.pdf

Roundup Custom: <https://www.sdslibrary.monsanto.com/MSDS%20Datasheet/8121f99d-ad3b-49ac-875d-228b0ccdb7f3/RoundupCustom-AquaticTerrestrialUse.O15.pdf>

Cornerstone Plus: <http://www.cdms.net/ldat/mp9LA003.pdf>

Vastlan: <https://www.arborchem.com/Images/Label-SDS/Corteva%20Vaslan%20SDS.pdf>

Material Safety Data Sheets (MSDS) PDF links are attached to this planting plan. If chemicals proposed for use change, the Landowner will be notified in writing and provided an updated MSDS sheet. Approval from the Landowner will be obtained prior to utilization. Landowner will be notified by phone at least 48 hours prior to any herbicide treatment.

I acknowledge that I have been informed of and agree to the use of herbicide at this property.

JP (Representative's initials)

Washington State Class A weeds are those species where control is required when these species are found. Crew members will be trained to recognize all state Class A invasive weeds that could be present in the Project area. If encountered in the field, Class A weeds will be reported to the Landowner in writing with information on state control requirements and recommended methods. If approved by the Landowner, these weeds will be included for control.

Washington State Class B weeds are those species where control is recommended by the state and/or recommended/required by the county noxious weed board. If encountered at a work site, crews will inform the Landowner of the presences of Class B species and provide information on recommended means of control. Control of Class B weeds will not be included as part of this restoration project.

Class C weeds will be treated at least once as part of restoration site preparation and maintenance when they occur within the restoration area. Treatment the County may extend beyond the first year pending funding. If the County cannot continue treatment, Clear Valley agrees to maintain the planting area. The Landowner will provide a report of maintenance

activities completed at the site, upon request by the County at estimated 1, 3, and 5-year intervals after planting. These reports may be the same reports shared with the Planning Department for purposes of Mitigation Bank monitoring should relevant information be included. The following Class C weeds are considered to be a threat to successful riparian restoration if they occur within restoration sites:

- | | |
|--|---|
| Himalayan blackberry (<i>Rubus armeniacus</i>) | English ivy (<i>Hedera spp.</i>) |
| Evergreen blackberry (<i>Rubus laciniatus</i>) | Old man's beard/Travelers joy (<i>Clematis vitalba</i>) |
| Morning glory (<i>Convolvulus arvensis</i>) | Reed canary grass (<i>Phalaris arundinacea</i>) |

Monitoring

Revegetation success may be monitored following the standard monitoring protocol of the Skagit Environmental Bank found in their approved Mitigation Banking Instrument found on the Department of Ecology's website (<https://fortress.wa.gov/ecy/ezshare/sea/MitigationBanking/Skagit/MBI.pdf>).

The Landowner will provide monitoring results, upon request by the County, at approximately 2- and-5 year intervals. These reports may be the same reports shared with the Planning Department for purposes of Mitigation Bank monitoring should relevant information be included.

Estimated Timeline

	2024												2025											
Project Tasks	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D
Project Planning																								
Planting																								
Maintenance																								

EXHIBIT "D"
LEGAL DESCRIPTION OF GRANTOR'S PROPERTY
Skagit County Assessor Tax Parcel No: P24532 P24533 P24490 P24494
Per Statutory Warranty Deed AF# 201209280190

See the following page:

LEGAL DESCRIPTION OF BANK SITE AREA

Tract "A" (TIC PROPERTY):

That portion of Sections 10, 11, 14 and 15 Township 34 North, Range 4 East, WM, described as follows: Commencing at the Southwest corner of said Section 11, Thence South 88° 32' 07" East, along the South line of said Section 11 a distance of 1168.41 feet; Thence North 1° 06' 44" East 1024.71 feet to the TRUE POINT OF BEGINNING, said true point of beginning is the same true point of beginning as described in that certain document recorded under Auditors File No. 200710110106, records of Skagit County Washington titled parcel "B" after adjustment; Thence the following courses along said Parcel "B" boundary, North 65° 38' 15" West 89.27 feet; Thence North 60° 12' 24" West 578.82 feet; Thence North 58° 52' 21" West 337.35 feet; Thence North 43° 09' 09" West 68.08 feet; Thence North 0° 43' 05" West 371.65 feet; Thence North 3° 01' 13" East 349.79 feet; Thence North 28° 03' 28" East 282.53 feet; Thence North 39° 46' 02" East 128.04 feet; Thence North 73° 15' 44" East 458.76 feet; Thence North 49° 28' 04" East 210.47 feet; Thence along a curve to the left having a radius of 148.75 feet through a central angle of 87° 56' 43" an arc distance of 228.33 feet; Thence North 38° 28' 39" West 106.10 feet; Thence North 29° 08' 06" West 48.98 feet; Thence North 5° 45' 31" West 28.47 feet; Thence North 27° 57' 37" East 255.36 feet; Thence North 38° 57' 10" East 102.81 feet; Thence North 76° 29' 57" East 62.91 feet; Thence North 60° 00' 00" East 58.53 feet; Thence South 44° 26' 23" East 49.42 feet, more or less to the Westerly margin of Babcock Road; Thence leaving said boundary of Parcel "B" Northerly along the West margin of Babcock Road, North 3° 26' 55" East 41.07 feet; Thence continuing along said West margin the following courses, North 11° 45' 40" East 40.64 feet; Thence North 27° 27' 02" East 32.32 feet; Thence North 32° 48' 39" East 35.96 feet, more or less to the East line of the Southwest Quarter of the Northwest Quarter of said Section 11; Thence North 1° 36' 43" East, along said East line, 139.16 feet to the Southerly margin of Swan Road; Thence the following courses along said Southerly margin, Northwesterly along a non-tangent curve concave to the Southwest whose radius point bears South 10° 04' 23" West a distance of 2834.79 feet through a central angle of 6° 32' 59" an arc distance of 324.06 feet; Thence North 86° 28' 36" West 1027.43 feet, more or less to the West line of said Section 11; Thence North 1° 29' 48" East, along said West line, 15.22 feet; Thence continuing along said right of way North 86° 40' 21" West 59.18 feet; Thence North 86° 44' 13" West 105.52 feet; Thence North 85° 17' 44" West 96.36 feet; Thence North 82° 50' 22" West 76.89 feet; Thence North 81° 18' 27" West 146.29 feet to the centerline of Nookachamps creek; Thence the following meandered courses along the centerline of said Nookachamps creek, South 14° 59' 44" West 44.48 feet; Thence South 1° 39' 17" East 70.61 feet; Thence South 28° 20' 12" East 86.67 feet; Thence South 63° 39' 24" East 100.51 feet; Thence South 75° 45' 56" East 110.95 feet; Thence South 66° 37' 29" East 133.10 feet; Thence South 50° 39' 38" East 53.86 feet; Thence South 36° 57' 59" East 46.09 feet; Thence South 31° 38' 29" East 105.02 feet; Thence South 19° 37' 45" East 78.67 feet; Thence South 6° 28' 20" East 36.00 feet; Thence South 1° 15' 55" East 48.25 feet; Thence South 21° 57' 10" West 65.40 feet; Thence South 52° 42' 41" West 71.75 feet; Thence South 87° 55' 04" West 50.91 feet; Thence South 70° 43' 30" West 73.77 feet; Thence North 83° 33' 13" West

37.27 feet; Thence North 67° 12' 20" West 51.36 feet; Thence North 46° 14' 06" West 152.66 feet; Thence North 55° 38' 38" West 50.63 feet; Thence North 41° 51' 17" West 255.39 feet; Thence North 62° 11' 43" West 53.08 feet; Thence North 79° 35' 00" West 58.48 feet; Thence South 82° 24' 56" West 86.84 feet; Thence South 54° 57' 47" West 88.04 feet; Thence South 36° 22' 07" West 58.88 feet; Thence South 33° 34' 34" West 198.18 feet; Thence South 55° 01' 33" West 58.93 feet; Thence North 89° 28' 26" West 79.74 feet; Thence North 80° 41' 38" West 63.98 feet; Thence North 65° 20' 23" West 91.10 feet; Thence North 56° 36' 34" West 115.20 feet; Thence North 70° 29' 45" West 114.29 feet; Thence South 89° 35' 10" West 129.32 feet; Thence South 64° 49' 30" West 116.57 feet; Thence South 42° 00' 02" West 51.82 feet; Thence South 31° 47' 58" West 50.90 feet; Thence South 36° 03' 58" West 97.32 feet; Thence South 40° 28' 29" West 111.76 feet; Thence South 27° 08' 00" West 48.46 feet; Thence South 13° 48' 27" West 146.66 feet; Thence South 20° 24' 58" West 163.42 feet; Thence South 50° 47' 36" West 107.26 feet; Thence South 57° 39' 24" West 85.65 feet, more or less to the North line of the Northwest Quarter of the Southeast Quarter of said Section 10; Thence leaving said creek centerline North 88° 44' 43" West, along said North line, 196.82 feet; Thence leaving said North line South 31° 56' 05" West 31.48 feet; Thence South 22° 29' 52" West 15.99 feet; Thence South 34° 40' 55" West 51.25 feet; Thence South 5° 54' 54" East 100.00 feet; Thence South 7° 21' 13" West 80.73 feet; Thence South 49° 27' 34" East 158.12 feet; Thence South 33° 46' 25" East 6.19 feet; Thence South 23° 32' 55" East 28.75 feet; Thence South 14° 56' 18" East 62.19 feet; Thence South 31° 17' 40" East 62.18 feet;

Thence South 21° 43' 52" East 44.19 feet; Thence South 26° 20' 27" East 50.67 feet; Thence South 21° 18' 30" East 50.11 feet; Thence South 26° 08' 06" East 87.41 feet; Thence South 49° 19' 42" East 101.36 feet; Thence South 74° 28' 53" East 68.57 feet; Thence South 61° 47' 09" East 24.61 feet; Thence South 60° 00' 49" East 21.17 feet; Thence South 35° 59' 34" West 60.63 feet; Thence South 16° 40' 14" West 121.02 feet; Thence South 19° 08' 12" East 132.43 feet; Thence South 12° 29' 58" East 52.68 feet; Thence South 46° 52' 30" East 48.87 feet; Thence South 60° 03' 05" East 103.02 feet; Thence South 69° 30' 09" East 48.21 feet; Thence South 85° 54' 15" East 100.84 feet; Thence South 13° 32' 45" West 57.27 feet; Thence South 2° 03' 06" East 172.92 feet; Thence South 2° 06' 02" West 912.30 feet; Thence South 27° 26' 09" West 80.39 feet; Thence South 25° 10' 53" East 33.79 feet; Thence South 22° 11' 09" East 134.93 feet; Thence South 22° 14' 46" East 135.27 feet; Thence South 19° 27' 00" East 152.21 feet; Thence South 19° 27' 02" East 154.76 feet; Thence South 30° 22' 07" East 160.09 feet; Thence South 31° 44' 17" East 165.70 feet; Thence South 8° 25' 19" East 88.89 feet; Thence South 9° 23' 50" East 153.52 feet; Thence South 13° 53' 40" East 127.17 feet; Thence South 5° 13' 09" West 703.31 feet; Thence South 16° 31' 19" West 90.60 feet; Thence South 13° 16' 59" East 93.08 feet; Thence South 15° 26' 09" East 27.73 feet; Thence South 26° 42' 33" East 216.31 feet; Thence South 53° 03' 24" East 45.81 feet; Thence South 21° 00' 54" West 115.42 feet; Thence South 7° 01' 24" West 143.10 feet; Thence South 29° 48' 00" East 59.82 feet; Thence South 1° 34' 02" East 49.36 feet; Thence South 13° 38' 32" East 64.62 feet; Thence South 23° 58' 35" East 65.67 feet; Thence South 40° 38' 15" East 90.57 feet; Thence South 50° 23' 19" East 102.63 feet; Thence South 79° 51' 55" East 166.09 feet; Thence North 70° 45' 13" East 43.22 feet; Thence South 79° 25' 18" East 20.49 feet; Thence South 81° 40' 02" East 29.44 feet; Thence South 11° 49' 18" West 92.65 feet; Thence South 12° 29' 54" East 123.98 feet; Thence South 28° 39' 56" West 29.14 feet; Thence South 14° 37' 34" West 75.63 feet; Thence South 0° 20' 45" East 111.73 feet; Thence South 48° 25' 28" East 11.36 feet; Thence South 5° 04' 40" East 65.41 feet; Thence South 19° 53' 20" East 63.44 feet; Thence South 28° 19' 19" East 94.72 feet; Thence

South 70° 31' 51" East 89.84 feet; Thence South 43° 33' 29" East 155.07 feet; Thence North 70° 24' 51" East 83.00 feet; Thence South 54° 50' 52" East 21.37 feet; Thence North 79° 28' 23" East 71.92 feet; Thence South 62° 24' 17" East 18.77 feet; Thence South 72° 29' 08" East 30.68 feet; Thence North 78° 29' 56" East 189.47 feet; Thence North 76° 52' 30" East 48.87 feet; Thence North 60° 00' 00" East 39.16 feet; Thence North 45° 00' 00" East 39.16 feet; Thence North 30° 00' 00" East 39.16 feet; Thence North 15° 00' 00" East 39.16 feet; Thence North 2° 40' 41" East 25.22 feet; Thence North 2° 26' 49" West 123.92 feet; Thence North 11° 11' 06" West 151.99 feet; Thence North 4° 52' 22" East 217.56 feet; Thence North 3° 26' 51" East 166.51 feet; Thence North 3° 54' 05" West 38.37 feet; Thence North 16° 28' 47" West 55.73 feet; Thence North 2° 38' 24" East 488.36 feet; Thence North 33° 46' 25" East 91.41 feet; Thence North 15° 15' 23" East 159.46 feet; Thence North 23° 57' 12" East 230.05 feet; Thence North 42° 19' 28" East 83.47 feet; Thence North 76° 34' 08" East 85.59 feet; Thence North 81° 15' 14" East 140.92 feet; Thence North 89° 24' 51" East 314.01 feet; Thence North 79° 23' 17" East 227.38 feet; Thence North 70° 05' 05" East 99.42 feet; Thence North 79° 18' 54" East 95.41 feet; Thence North 73° 24' 27" East 30.88 feet; Thence North 62° 30' 16" East 39.83 feet;

Thence North 39° 52' 39" East 258.14 feet more or less to the Southwesterly line of that certain parcel described as Parcel "A" after BLA, recorded under Auditors File No. 200708090007, records of Skagit County Washington; Thence North 60° 07' 16" West along said Southwesterly line of said Parcel "A" a distance of 218.28 feet; Thence North 29° 52' 18" East 422.07 feet to a point on the Northeasterly line of said Parcel "A"; Thence the following courses along the boundary of said Parcel "A" South 56° 41' 17" East 148.65 feet; Thence North 46° 15' 53" East 126.54 feet; Thence South 53° 55' 39" East 185.22 feet to the Northeasterly corner of said Parcel "A", being on the centerline of that certain 100 foot wide right of way to Seattle Lake Shore and Eastern Railway Company right of way as conveyed by Deed dated April 4, 1890 and recorded July 13, 1890 in Volume 10 of Deeds, page 651, records of Skagit County Washington;

Thence along the centerline of said right of way, North 36° 04' 21" East 104.06 feet; Thence along a curve to the right having a radius of 5613.62 feet through a central angle of 4° 10' 36" and arc distance of 409.21 feet; Thence North 40° 14' 58" East 804.87 feet to a point on the East line of the Southwest Quarter of Section 11; Thence North 1° 43' 48" East along said line, 140.29 feet to the Northeast corner of that certain parcel described as Parcel "D" described in that certain document recorded under Auditors File No. 200805080061, records of Skagit County Washington; Thence North 45° 00' 00" West along the Easterly line of said Parcel "D" a distance of 58.96 feet to the Southerly bank of the East Fork of Nookachamps Creek; Thence along the Southerly bank of the East Fork of Nookachamps Creek the following courses South 33° 37' 57" West 6.52 feet; Thence South 51° 31' 50" West 116.03 feet; Thence South 85° 47' 33" West 62.12 feet; Thence North 64° 43' 28" West 53.38 feet; Thence North 71° 22' 26" West 66.45 feet; Thence South 77° 07' 20" West 47.84 feet; Thence South 60° 57' 09" West 28.25 feet; Thence South 47° 36' 06" West 26.30 feet; Thence South 37° 13' 16" West 30.25 feet; Thence South 50° 03' 57" West 29.00 feet; Thence South 71° 14' 40" West 40.28 feet; Thence North 83° 04' 06" West 51.29 feet; Thence North 69° 25' 17" West 94.54 feet; Thence North 58° 31' 50" West 104.07 feet; Thence North 50° 26' 04" West 48.54 feet; Thence North 59° 32' 38" West 24.74 feet; Thence South 89° 03' 02" West 213.66 feet; Thence North 74° 35' 08" West 54.54 feet; Thence North 68° 35' 12" West 132.92 feet; Thence South 37° 17' 52" West 92.81 feet; Thence South 52° 15' 52" West 29.33 feet; Thence South 72° 35' 27" West 56.67 feet; Thence North 85° 25' 43" West 33.79 feet to the East line of the Southwest Quarter of the Southwest

Quarter of said Section 11; Thence North 1° 06' 44" East along the East line thereof, 614.85 feet more or less to a point which lies South 65° 38' 15" East from the true point of beginning; Thence North 65° 38' 15" West 163.26 feet to the TRUE POINT OF BEGINNING.

EXCEPT the fee ownership underlying those Easement rights AND EXCEPT those Easement rights reserved by Clear Valley Environmental Farm, LLC, a Washington limited liability company, et al, on that certain Statutory Warranty Deed recorded November 20, 2007 as Auditor's File No. 200711200139; being a portion of the North 1/2 of the Northwest 1/4 of Section 14, Township 34 North, Range 4 East, W.M..