

AFTER RECORDING MAIL TO:

EXCISE TAX EXEMPT

After recording return to:
Island County Property Management
PO Box 5000
Coupeville WA 98239-5000

DEC 05 2012

**Ana María d. Nuñez, CPA
Island County Treasurer**

GRANT DEED OF CONSERVATION EASEMENT

Grantor: Port of Coupeville

Grantee: Island County

Abbreviated Legal Description: Ptn SE Quarter and Ptn GL 1, Sec 5, T30N, R2E; Ptn NE Quarter and Ptn GL1, Sec 8, T30N, R2E; and Ptn GL 2, Sec 9, T30N,RE; all in W.M.

Legal Description: Exhibit C

Assessor's Property Tax Parcel Numbers:

23005-119-3250, 23005-087-3290, 23005-050-3350, 23008-0080-3480, 23008-469-3850, 23005-070-4100, 23008-505-4530, 23008-440-4400, 23005-119-4800, 23005-012-4960, 23008-445-4890, 23009-480-0190, and 23008-355-4570

THIS GRANT DEED OF CONSERVATION EASEMENT is made by and between the PORT OF COUPEVILLE, having an address of PO Box 577, Coupeville, WA 98239 ("Grantor"), and ISLAND COUNTY, having an address of PO Box 5000, Coupeville, WA 98239 ("Grantee") (collectively "Parties").

1. Recitals

- 1.1 Grantor is the buyer of certain real property pursuant to an Executory Conditional Sale Contract executed between Grantor and Grantee on September 15, 1997, as recorded in Island County Auditor's File Number 97015006 ("Sale Contract"). Said real property is legally described in Exhibit "A" and shown on Exhibit "B" ("Greenbank Farm") which are attached to this instrument and incorporated herein by this reference. Greenbank Farm consists of approximately 150 acres.
- 1.2 Grantor is a municipal corporation and public port district under the laws of the State of Washington and is authorized to transfer its property or interests in property, consistent with applicable statutory requirements.

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- 1.3 Grantee is a political subdivision of the State of Washington and is authorized under RCW 64.04.130 and 84.34.210 to purchase or otherwise acquire, except by eminent domain, rights in perpetuity to future development of any open space land to protect, preserve, maintain, improve, restore, limit the future use of, or otherwise conserve selected open space land as such is defined in Chapter 84.34 RCW.
- 1.4 Greenbank Farm is subject to the *Greenbank Farm Special Review District* ("Special Review District"). The Special Review District is part of the Island County Comprehensive Plan and Island County Zoning Code (Section 17.03.163) and regulates the uses of Greenbank Farm under four zone subdesignations: Agriculture, Recreation, Environmentally Sensitive, and Commercial.
- 1.5 Island County Code, Chapter 17.03.163, states that, "The Greenbank Farm is a landmark site on Whidbey Island that continues to act as a vital working farm, scenic recreation site, market place for locally-produced products and center for community activities while striving to maintain the core commitment of promoting sustainable and renewable agriculture and development practices."
- 1.6 Grantor desires to sell to Grantee a conservation easement on an approximately 140.7-acre portion of Greenbank Farm, which excludes an approximately 9.7-acre area of Greenbank Farm that, as of the effective date hereof, is zoned for commercial use and is improved with buildings that serve a multitude of purposes, including visitor services and commercial, retail, office, and agricultural uses ("Excluded Section").
- 1.7 The 140.7-acre portion of Greenbank Farm to be protected by the conservation easement hereunder is legally described in Exhibit C, which is attached hereto and incorporated herein by this reference ("Protected Property").
- 1.8 The Protected Property possesses natural, open space, wetlands, scenic, wildlife habitat, agricultural, recreational, and historical values of great importance to Grantor, Grantee, and the people of Island County and the State of Washington (collectively, "Conservation Values").
- 1.9 The conservation easement hereunder is intended to protect the Conservation Values, in part, by making permanent much of zoning of the Special Review District on the Protected Property existing as of the effective date hereof, eliminating most of the commercial uses allowed along Wonn Road as it bisects the Protected Property, and removing subdivision rights.
- 1.10 Grantor intends that the Conservation Values be preserved and maintained by limiting land uses and intensities of activities on the Protected Property to those that do not significantly impair or interfere with the Conservation Values. Such uses existing at the time of this grant include agriculture; non-motorized, low-impact recreation; solar panels; environmental projects; and education.



- 1.11 The Protected Property possesses significant agricultural values of great importance to the Grantor, Island County, the people of Island County, and the people of the State of Washington. The agricultural values include: important agricultural history as a farm founded in the early 20th century and represented by the survival of the Farm's principal barn built in 1905, as well as the Farm's reputation as one of the largest loganberry farms in the United States from the 1950s to the 1990s; its central location on Whidbey Island between the farmlands in Ebey's Landing National Historical Reserve and the valleys of south Whidbey that makes it a prime site for collaborative agricultural efforts including training, food system education, and cooperative processing and marketing initiatives; open and attractive spaces to provide access for residents of Whidbey Island, particularly central Whidbey Island, to engage in a variety of farming and gardening activities, as well as crop production for their own use and for small scale markets; opportunity to engage in agricultural research to test sustainable growing and production techniques and to develop seeds and crops directly adaptable to local weather and other conditions.
- 1.12 The Protected Property consists of large areas of open grasslands, interspersed with small areas of trees, with a wetland area located along part of its eastern boundary. The Protected Property is adjacent to over 190 acres of forest owned and managed for conservation purposes by Island County, and is across State Highway 525 from another large area of forest land that is owned and protected by Island County, The Nature Conservancy, and the U.S. Navy. The Protected Property also lies in the middle of a narrow area of Whidbey Island between the Admiralty Inlet and Holmes Harbor water bodies.
- 1.13 The Protected Property, due to its large expanse of grasslands that are adjacent to wetlands and located between large areas of forest lands and waterbodies, possesses significant value for wildlife habitat. Wildlife habitat values include travel corridors, nesting, resting and foraging areas for a variety of wildlife species. The open grasslands on the Protected Property are particularly important for songbirds, American Kestrel, Great Horned Owl, Red-tailed Hawk, Bald Eagle, and Northern Harrier.
- 1.14 The Protected Property includes a palustrine and brackish wetland that is part of a larger wetland system owned by Grantor, a residential homeowners' association, and the Washington State Department of Transportation. This wetland plays a critical role in groundwater recharge, water quality protection, storm water management, flood control, and as wildlife habitat. The wetland has the potential to be restored to provide estuarine habitat important for juvenile salmonids.
- 1.15 Portions of the Protected Property are visible from State Highway 525, a national scenic byway, and several county roads, which provide the general public with scenic views of and across a largely pastoral landscape.
- 1.16 The Protected Property is located near a number of schools and is available for educational programs, which can help enhance the public's appreciation and understanding of natural systems, historical uses, and agriculture.



- 1.17 The Protected Property is extremely desirable property for substantial residential development because of its views of Holmes Harbor, the Cascade Mountains and the Olympic Mountains. In the absence of a conservation easement, the Protected Property could be developed with homes and/or in a manner that would destroy or significantly degrade the Conservation Values.
- 1.18 This Easement was acquired with a grant from the Island County Conservation Futures Fund ("CFF"). A copy of the application for CFF funding is held at the General Services Administrative offices of the Grantee.
- 1.19 The Protected Property consists of three areas. The Areas are more fully described below and are shown on Exhibit D.

Area A – Agricultural and Recreational Area. Area A consists of approximately 121.9 acres. As of the effective date of this Easement, the only improvements are a tractor barn, benches, mowed public recreational trails, signs, fences, sheds, hoop houses, greenhouses, and a solar array panel.

Area B – Additional Uses. Area B consists of approximately 7 acres of grassland and a small wetland. Area B contains a number of informational signs.

Area C – Wetlands. Area C consists of approximately 11.8 acres and is primarily wetland and wetland buffer. There are no structures in Area C.

- 1.20 Grantor, as the buyer of the Protected Property under the Sale Contract, has the right to protect and preserve in perpetuity the Conservation Values, and desires to transfer such rights to Grantee. This grant, however, shall not be interpreted to deprive Grantor of the ability to also protect and preserve such Conservation Values.
- 1.21 Grantee agrees by accepting this grant to honor the intentions of Grantor stated herein and to preserve and protect in perpetuity the Conservation Values for the benefit of this generation and the generations to come. Grantee has the resources to enforce the restrictions set forth in this instrument.
- 1.22 The legislatively declared policies of the State of Washington in the Washington State Open Space Tax Act, Chapter 84.34 RCW, provide "...that it is in the best interest of the state to maintain, preserve, conserve, and otherwise continue in existence adequate open space lands for the production of food, fiber and forest crop, 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."
- 1.23 The Conservation Values are further described and documented in an inventory of relevant features of the Protected Property, dated _____ 2012, on file at the offices of



Grantor and Grantee and which is incorporated herein by this reference ("Baseline Documentation Report").

- 1.24 Grantor and Grantee desire to protect and preserve in perpetuity the Conservation Values of the Protected Property.

2. *Conveyance and Consideration*

- 2.1. In consideration of the foregoing recitals and the terms, conditions, restrictions, and mutual covenants set forth in this instrument, and pursuant to the laws of the State of Washington, particularly Section 64.04.130 of the Revised Code of Washington, Grantor hereby grants, conveys, and warrants to Grantee a conservation easement in perpetuity, consisting of the rights in the Protected Property, as expressly set forth herein, subject to title matters of record as of the effective date of this instrument ("Easement").
- 2.2. This Easement runs with the land and shall be binding upon the above-named Grantor and Grantee and their respective successors and assigns in perpetuity.
- 2.3. This Easement imposes an affirmative obligation on Grantor to allow the general public to physically access the Protected Property, as set forth in Section 5 below.
- 2.4. The Parties expressly intend that this Easement shall not merge into the fee interest of the Protected Property if at any future date there is unity of title. Grantee agrees to take such reasonable actions as may be necessary to prevent any merger of this Easement with the fee interest in the Protected Property, so long as such actions are consistent with the Purpose of this Easement. The foregoing shall not be interpreted to require any particular action of the Grantee, including, but not limited to, the Grantee's conveyance of the fee interest in the Protected Property or this Easement to a third party, if other actions are sufficient to preclude such merger or if Grantee can otherwise effectively fulfill its obligations under this Easement if merger occurs.

3. *Purpose*

The Purpose of this Easement is to:

- 3.1 Preserve the open space value of the Protected Property (the open space value being a condition in which the Protected Property remains predominantly free of structures and in which impervious surfaces cover no more than two percent (2%) of the Protected Property);
- 3.2 Preserve the scenic, open space, historic, and agricultural values of the Protected Property (such values being a condition in which the public's views of the Protected Property are either of agricultural land or grassland that is free of industrial, manufacturing, and similar commercial structures, residences and their appurtenant structures, and other non-agricultural structures, *except* as expressly allowed herein);



- 3.3 Preserve the educational and recreational values of the Protected Property by providing the general public access to trails on the Protected Property, as further provided for herein; and
- 3.4 Prevent any use of the Protected Property that will significantly impair or interfere with the Conservation Values.

4. ***Rights Conveyed to Grantee/Protection of Conservation Values***

To accomplish the Purpose of this Easement, Grantor hereby conveys to Grantee the following:

- 4.1. The right:
 - 4.1.1. To enter the Protected Property annually, at a mutually agreeable date and time, for the purpose of making a general inspection to assure compliance with this Easement.
 - 4.1.2. To enter the Protected Property at such other times as are necessary if there is reason to believe that a violation of the Easement is occurring, has occurred, or may occur, for the purposes of enforcing the provisions of this Easement.
 - 4.1.3. To enjoin any activity on, or use of, the Protected Property by Grantor that is inconsistent with the purpose of this Easement and to require restoration of such areas or features of the Protected Property that may be damaged by any inconsistent activity or use by Grantor.
 - 4.1.4. To assign, convey, or otherwise transfer Grantee's interest in accordance with Section 12 below.
- 4.2. All development rights on the Protected Property, except as specifically reserved herein, and the Parties agree that such rights may not be used on or transferred off of the Protected Property as it now or hereafter may be bounded or described, or to any other property adjacent or otherwise, or (except as expressly permitted herein) used for the purpose of calculating permissible lot yield or density of the Protected Property or any other property.

5. ***Public Trail Access Obligations of Grantor***

To accomplish the Purpose of this Easement, the Grantor hereby agrees to allow the general public to utilize trails on the Protected Property in accordance with the following:

- 5.1 Such access shall be limited to established trails as further provided herein. Such access shall also be limited to passive, dispersed educational and/or recreational activities



without utilization of motorized devices (such as hiking, horseback riding, bicycle riding, and nature viewing and photography), *except* that motorized devices powered electrically or by hand may be used on the trails by individuals whose mobility is restricted by a disability.

- 5.2 Notwithstanding the foregoing and so as to ensure the protection of the other Conservation Values, the manner and extent of such access shall be in Grantor's reasonable discretion, which may include, but is not limited to, limiting the type of use, manner of use, numbers of individuals allowed at any given time, hours of use, and/or prohibiting access to portions of the Protected Property (*e.g.*, imposing a leash requirement, closing all or portions of trail(s) to particular uses, seasonal closures, etc.).
- 5.3 Grantor shall maintain the trails that are open to such access by periodic mowing.
- 5.4 Grantor may, by signage or otherwise, direct the public's use of the trails. Grantor, furthermore, retains the right to temporarily restrict such public access when required by research, construction, restoration, enhancement, maintenance, management activities, or environmental conditions.
- 5.5 Grantee shall have no responsibility for the construction, maintenance, or operation of any such trails, and all such use and activities thereon shall be the sole responsibility of the Grantor.

6. *Areas A, B and C: Permitted Uses and Activities*

- 6.1. **General.** Grantor reserves for itself and its successors and assigns, any and all rights not otherwise conveyed to Grantee under this Easement and any and all uses of, or activities on, the Protected Property that are not inconsistent with the Purpose and terms of this Easement, and that are not prohibited herein. Without limiting the generality of the foregoing, Grantor specifically reserves for itself and its successors and assigns the uses and activities set forth in this Section 6 and Sections 7, 8, and 9 below, which shall be considered permitted uses and activities under the Easement.
- 6.2. **All Areas.** The following uses and activities are permitted in all Areas.
 - 6.2.1. **Science and Education.** Grantor may undertake educational, scholarly, research, and/or biological study-related uses and activities.
 - 6.2.2. **Habitat Enhancement/Restoration.** Grantor may undertake maintenance, enhancement, restoration, stewardship, and management of wildlife habitat and other components of the natural environment, so long as any such activities do not cause a significant adverse impact to the Conservation Values.
 - 6.2.3. **Emergencies.** Grantor may undertake activities necessary to protect human health or safety, or activities that are actively required by and subject to compulsion of



any governmental agency with authority to require such activity ("Emergency Action"), *provided* that any such activity shall be conducted so that interference with the Conservation Values is avoided to the greatest extent practicable.

7. Area A: Permitted Uses and Activities

The following uses and activities are permitted in Area A.

- 7.1. Existing Buildings, Structures, and Other Improvements. Grantor may use, maintain, remove, renovate, and replace the buildings, structures, and other improvements (including the septic drainfield and other utilities, but excluding roads, which are addressed in Section 7.6 below) that exist as of the effective date of this Easement, *provided* that any renovation or replacement of such a building, structure, or other improvement shall be in substantially the same location (*except* that above-ground utilities shall be buried in the case of building replacement and *except* that the septic drainfield may have to be located in a different location), shall not materially alter its character or function, and shall not materially increase its height or its amount of impervious surface unless required by applicable building codes.
- 7.2. Improvements. Improvements that are: (a) not expressly prohibited elsewhere under this Easement; (b) solely for agricultural, recreational, environmental, or restoration purposes; and (c) not buildings, parking areas, or roads, may be built, constructed, installed, or placed anywhere within Area A. Such improvements may include, but are not limited to benches, kiosks, support posts, corrals, irrigation devices, water wells, cisterns, water catchments, watering troughs, water storage tanks, feed bunkers, pump houses, raised beds, surface water runoff ponds, drainage or riparian corridors, hoop houses, fences, gates, and other similar improvements.
- 7.3. Construction of New Buildings, Structures, and Other Improvements. Grantor may build, construct, and install new buildings, structures, and other improvements that are in furtherance of Grantor's Agricultural Activities (as defined below), maintain the primacy of, and are subordinate to, the farmland character and use of the Protected Property, compatible with the Conservation Values, and are otherwise consistent with the Purpose and terms of this Easement, *provided* that such improvements shall be subject to the limits on Impervious Surfaces and other restrictions on new buildings, structures, and other improvements pursuant to laws and regulations.
- 7.4. Siting, Appearance, and Design. Any building, structure, or other improvement otherwise permitted under this Section 7 shall have appropriate siting, design, and/or exterior color treatment so that such building, structure, or other improvement is consistent with the Purpose of this Easement, blends with the natural and agricultural surroundings, and otherwise preserves the agricultural character of Greenbank Farm. For example, a farm structure with a large amount of reflective surface or a farm building painted pink or white would not be consistent with the foregoing standard.



7.5. Agricultural Activities. Grantor may engage in "Agricultural Activities" (as defined below) as further provided for and as limited in this Section 7.5.

7.5.1. As used herein, "Agricultural Activities" shall mean the production of horticultural, viticultural, floricultural, dairy, apiary, vegetable, beef cattle, or other animal products, the production of fruit, grain, hay, straw, seed, and other agricultural activities unless otherwise expressly prohibited under this Easement. Agricultural Activities shall include control of noxious and invasive species of plants.

7.5.2. Use of chemicals in furtherance of Agricultural Activities shall be according to published EPA and manufacturer standards unless special circumstances require otherwise. In such cases chemicals shall be used only in the amounts and with the frequency constituting the minimum necessary to accomplish reasonable agricultural objectives. The use of such chemicals shall be conducted in such a manner as to minimize the adverse effect upon the Conservation Values and to avoid any impairment of natural ecosystems or the regional aquifer.

7.6. Alternative Energy Production. Grantor may install, build, or construct improvements for the small-scale production of power from alternative sources of energy (*i.e.*, micro-hydro, micro-wind and/or micro-solar power), which improvements may be located anywhere on the Protected Property if there is sufficient reason that the Excluded Section is not an appropriate location, *provided* that such improvements are exclusively for generating power for other permitted uses on the Protected Property. Such improvements shall be subject to the Impervious Surface limit of Section 11.1.2 below and shall require advance written notice to, and consent of, Grantee.

7.7. Roads. Grantor may use, maintain, renovate, expand, or replace roads, in existence on the effective date of this Easement and construct such additional roads as may be necessary to further the Purpose of this Easement and/or to facilitate Agricultural Activities permitted hereunder.

7.8. Recreational Use and Activities. Grantor may allow the public to engage in recreational uses and activities that are non-motorized and low-impact, such as walking, bicycle riding, horseback riding and bird watching, *provided* that such activities are conducted in a manner and intensity that do not adversely impact the Conservation Values.

8. **Area B: Permitted Uses and Activities**

The following uses and activities are permitted in Area B.

8.1. General. Grantor may engage in the same uses and activities as permitted in Section 7 above, subject to the same limitations and requirements.



8.2. Transportation-Related Uses.

- 8.2.1. Park-n-Ride Lot. Grantor may install and otherwise establish a park-n-ride lot, provided that such lot is principally served by public transit, the surface thereof is not impervious, and landscaping is used to appropriately screen the view of the lot from public roads.
- 8.2.2. Transit Stop. Grantor may install and otherwise establish a transit stop/pull-off, provided that such facility is for the exclusive use of public transit, limited to loading and unloading passengers, and is located directly off Wonn Road or the main public entrance to Greenbank Farm. Grantor may also in conjunction with the transit stop/pull-off construct an open-sided shelter.
- 8.2.3. Overflow Parking. Grantor may use Zone B for temporary parking, provided that the surface of the ground remains in its grassland cover or similar vegetative condition and use thereof occurs only occasionally.

9. *Area C: Permitted Uses and Activities*

- 9.1. General. Grantor may in Area C engage in, and/or permit others to engage in, only those uses and activities that are expressly permitted in this Section 9 or in Section 6.2 above.
- 9.2. Improvements. Grantor may create, build, or install nature trail(s), birding platforms, and interpretive signs and kiosks, provided such improvements are confined to the outer edge of the westerly boundary of Area C and do not adversely affect wildlife or other Conservation Values.
- 9.3. Recreational Use and Activities. Grantor may allow the public to engage in passive recreational uses and activities by pedestrians such as walking, bird watching, and berry picking (and specifically not including equestrians, bicycles, and motorized devices), *provided* that such uses and activities are confined to the trail(s) described in Section 9.2 above and are conducted in a manner and intensity that do not adversely impact the Conservation Values.

10. **BOUNDARY MODIFICATION**

- 10.1. General. To provide flexibility with respect to the management and operation of Greenbank Farm, the Parties agree that the boundaries of Area A and Area B located northerly of Wonn Road (but not the total protected acreage) may be modified as provided in this Section 10, and upon such modification the Protected Property shall be as legally described in Exhibit E and as shown in Exhibit F, which are attached hereto and incorporated herein by this reference. Nothing in this Section 10 shall be interpreted to require such modification. Any modification made in accordance with this Section 10 shall be not be modified thereafter except as provided by this Section 10.



10.2. Procedure. The modification described in Section 10.1 shall occur at such time that Grantor:

10.2.1. Obtains an amendment to the zoning under the Special Review District that is consistent with Exhibits E and F, and otherwise changes the zoning of a 0.4-acre portion of Area A from Agriculture to Commercial and increases the size of Area B by 0.4 acres;

10.2.2. Provides Grantee, if the Grantee is then other than Island County, written notice of such an amendment; and

10.2.3. Records a Notice of Boundary Modification in the official records of Island County, which Notice shall expressly reference the provisions of this Section 10, provided that such recording occurs no sooner than 30 days after Grantor delivers to Grantee the notice described in Section 10.2.2 above if such notice is required.

11. *Prohibited Uses and Activities*

11.1. Prohibited Activities. Notwithstanding any other provision hereof to the contrary, the following uses and activities are prohibited anywhere on or within any of the Protected Property:

11.1.1. Activities Inconsistent with Purpose. Any use of, or activity on, the Protected Property inconsistent with the Purpose of the Easement is prohibited, and Grantor acknowledges and agrees that it will not conduct, engage in, or permit any such use or activity.

11.1.2. Impervious Cover. The existence of more than 2.8 acres of "impervious surface" is prohibited. The term "impervious surface" means hard surface areas that either prevent or retard the entry of water into the soil mantle as under natural conditions before development or that cause water to run off the surface in greater quantities or at an increased rate of flow from the flow present under natural conditions before development. Impervious surfaces include, but are not limited to, roofs, walkways, patios, driveways, parking lots, storage areas, areas that are paved, graveled, or made of packed or oiled earthen materials, or other surfaces that similarly impede the natural infiltration of surface and storm water. Structures or improvements with a minimal amount of impervious surface, such as fences, trellises, landscaping rock or benches, shall not count against this limit on impervious surfaces.

11.1.3. Agriculture. Production of nursery stock, such as with balled and burlapped stock, and the commercial production of sod are prohibited.

11.1.4. Signs. The construction, placement, or installation of commercial signs or



billboards is prohibited, unless such a sign or billboard pertains to uses or activities occurring on the Protected Property.

- 11.1.5. Utilities. The above-ground installation of new utility systems and the above-ground installation of extensions to existing utility systems, including, without limitation, water, sewer, power, solar, fuel, and communication lines and related facilities, are prohibited.
- 11.1.6. Transfer of Water Rights. The transfer of any water or water rights that are now or hereafter allocated to, implied, reserved, permitted, or inherent in the Protected Property to any other property not within the Protected Property is prohibited.
- 11.1.7. Aquaculture. The commercial production of marine or freshwater aquatic products, fish farms, or other aquaculture facilities is prohibited.
- 11.1.8. Residential Use. Residential use is prohibited.
- 11.1.9. Roads. New roads are prohibited, except as expressly allowed under Sections 7 and 8 above.
- 11.1.10. Manufacturing, Industrial, and Non-Agricultural Commercial Activities. Manufacturing, industrial, and non-agricultural commercial trades, businesses, uses, or activities are prohibited, including, but not limited to, warehouses or other facilities for shipping or storage; automobile or other vehicle sales or storage; airports; concrete batch plants; metal shops; processing or refining of sand, gravel, metals, chemicals, or any other materials; mills; slaughter houses or other facilities for processing livestock or other animals not raised on the Protected Property; facilities for processing produce not from the Protected Property; race tracks, golf courses, commercial sports fields or arenas, amphitheaters, or any other commercial facility for entertainment or recreational purposes; and institutional facilities such as hospitals and nursing homes.
- 11.1.11. Motorized Recreational Use. Use of motorized vehicles or devices for recreational purposes is prohibited, except as may be necessary to comply with the Americans with Disabilities Act.
- 11.1.12. Commercial Feedlots/Factory Farming. The establishment and/or maintenance of a commercial feedlot or factory farm are prohibited. For the purposes of this Easement, a commercial feedlot includes confined areas or facilities within which the land is not grazed or cropped at least annually and that is used to receive livestock that have been raised off of the Protected Property for feeding and fattening for market. Factory farms include, but are not limited to, confined animal feeding operations "CAFOs" (such as for hogs, poultry, or fur-bearing animals). The foregoing shall not apply to bee hives or be interpreted to prohibit



barns, corrals, or similar structures in which animals are temporarily confined for shelter, movement onto or off of the Protected Property, or for the application of animal husbandry procedures.

- 11.1.13. Subdivision. This Easement prohibits the legal or “de facto” division or subdivision of the Protected Property, which shall include, but not be limited to, any subdivision, short subdivision, platting, binding site plan, testamentary division, or other process by which the Protected Property is divided into lots or in which title to different portions of the Protected Property are held by different owners. This prohibition shall not be interpreted to preclude any lot line adjustment that does not create a number of lots that is greater than the number of lots in existence on the effective date of this Easement. The Grantor shall also not indirectly subdivide all or any part of the Protected Property through the allocation of property rights among partners, shareholders, or members of an entity, the creation of a horizontal property regime, leasing, partitioning among tenants in common, or any other means. Notwithstanding the foregoing, this Section shall not be interpreted to prohibit leases for agricultural purposes or other appropriate leases with a short duration and without an automatic renewal.
- 11.1.14. Mining. Exploring for or mining for oil, gas, sand, gravel, or other minerals by any surface mining technique is prohibited.
- 11.1.15. Hazardous Substances. Generating, dumping, or otherwise releasing hazardous, toxic, or dangerous wastes or other substances is prohibited. This provision does not prohibit use of chemicals, including, but not limited to, herbicides and insecticides, and use of wood that has been treated with preservative.
- 11.1.16. Waste Disposal. Disposal or storage of rubbish, garbage, debris, unregistered vehicles, abandoned equipment, parts thereof, or other unsightly or offensive waste or material on the Protected Property is prohibited.
- 11.1.17. Erosion or Water Pollution. Any use or activity that causes or is likely to cause significant soil degradation or erosion or significant pollution of any surface or subsurface waters is prohibited.
- 11.1.18. Wildlife Disruption. The intentional disruption of wildlife breeding, foraging, resting and nesting activities is prohibited.
- 11.1.19. Introduced Non-Native Vegetation. The intentional introduction of invasive plants species on the Protected Property is prohibited.

12. Notice and Approval

Any notice, demand, request, consent, approval or communication that either Grantor or Grantee desires or is required hereunder to give to the other must be in writing and be personally



delivered, or sent by first class mail with postage prepaid, or transmitted by electronic means, with a copy of such electronic transmittal bearing the date of transmittal retained by the transmitter, to the address provided by either party from time to time. The initial mailing addresses are:

Grantor:
Port of Coupeville
PO Box 577
Coupeville, WA 98239

Grantee:
Island County Board of County Commissioners
PO Box 5000
Coupeville, WA 98239

13. *Violation, Corrective Action and Remedies*

- 13.1. Notice of Violation, Corrective Action. If Grantee determines that Grantor is in violation of the provisions of this Easement or that a violation is threatened, Grantee shall give written notice of the determination to Grantor and shall demand corrective action sufficient to cure the violation. Where the violation by Grantor involves injury to a natural feature of the Protected Property from any use or activity prohibited by this Easement, Grantee may demand restoration of the portion of the Protected Property so injured to its prior condition in accordance with a plan approved by the Grantee.
- 13.2. Grantor's Failure to Respond. Grantee may bring an action as provided in Section 10.3 below if Grantor fails to cure the violation within thirty (30) days after receipt of notice from Grantee or, under circumstances in which the violation cannot reasonably be cured within a thirty (30) day period, if Grantor fails to begin curing the violation within the thirty (30) day period, or if Grantor fails to continue diligently to cure such violation until finally cured.
- 13.3. Grantee's Remedies. Grantee may bring an action in equity in a court of competent jurisdiction to enforce the provisions of this Easement, to enjoin the violation, by temporary or permanent injunction, and to require the restoration of the Protected Property to the condition that existed prior to any such injury.
- 13.4. Acts Beyond Grantor's Control. Nothing in this Easement shall be construed to entitle Grantee to bring any action against Grantor to abate, correct, or restore any condition on the Protected Property resulting from causes beyond Grantor's control, including, without limitation, natural disasters such as fire, flood, storm, pest infestation, or earth movement, or for acts of trespassers, or for any change resulting from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate injury to the Protected Property resulting from such causes.

- 13.5. Estoppel Certificates. Upon request by Grantor, Grantee shall within thirty (30) days execute and deliver to Grantor, or to any party designated by Grantor, any document, including an estoppel certificate, that certifies, to the best of Grantee's knowledge, Grantor's compliance or lack thereof with any obligation of Grantor contained in this Easement and otherwise evidences the status of this Easement. Such certification shall be limited to the condition of the Protected Property as of Grantee's most recent inspection. If Grantor requests more current documentation, Grantee shall conduct an inspection, at Grantor's expense, within thirty (30) days of receipt of Grantor's written request.

14. *Costs and Liabilities*

- 14.1. Costs and Liabilities. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Protected Property.
- 14.2. Control. Nothing in this Easement shall be construed as giving rise, in the absence of a judicial decree, to any right or ability in Grantee to exercise physical or managerial control over the day-to-day operations of the Protected Property, or any of Grantor's activities on the Protected Property, or otherwise to become an "owner or operator" with respect to the Protected Property, within the meaning of the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended (42 USC 9601 et seq.), and the Model Toxics Control Act (Chapter 70.105D RCW).

15. *Subsequent Extinguishment, Transfer or Amendment*

- 15.1. Extinguishment. If circumstances arise in the future that render the Purpose of this Easement impossible to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction. The amount of the proceeds to which Grantee shall be entitled, after the satisfaction of prior claims, from any sale, exchange, or involuntary conversion of all or any portion of the Protected Property subsequent to such termination or extinguishment, shall be determined, unless otherwise provided by Washington law at the time, in accordance with Section 12.3 below. The Protected Property was acquired using Island County Conservation Futures Funds. Grantee shall, therefore, use any such proceeds solely for the acquisition of property interests that are substantially equivalent to those conveyed by this Easement as required by Island County Code Chapter 3.22A, adopted pursuant to Chapter 84.34 RCW.
- 15.2. Condemnation. If the Easement is taken, in the whole or in the part, by the exercise of the power of eminent domain, Grantee shall be entitled to compensation in accordance with Section 12.3 for the value of the Easement taken unless otherwise required by law; and the Grantor shall be entitled to compensation in accordance with applicable law for the value of the underlying fee title and improvements taken. In the event that Grantee is the recipient of the proceeds from any condemnation, then Grantee shall disburse its respective share of the proceeds to the Conservation Futures Fund.



15.3. Valuation. Upon any such extinguishment or termination, Grantee shall be entitled to the value attributable to this Easement determined by multiplying: (a) the then fair market value of the Protected Property unencumbered by the Easement by (b) 52%, but in no case shall the Grantee's proceeds be less than \$335,000.

15.4. Subsequent Transfers.

15.4.1. Transfer by Grantor. Grantor agrees to: (1) incorporate by express reference the terms of this Easement in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Protected Property; and (2) describe this Easement in and append it to, any executory contract for the transfer of any interest in the Protected Property. Grantor further agrees to give written notice to Grantee of the transfer of any interest at least thirty (30) days prior to the date of such transfer. Such notice to Grantee shall include the name, address, and telephone number of the prospective transferee or such transferee's representative. The failure of the Grantor to perform any act required by this Section 12.4 shall not impair the validity of this Easement or limit its enforceability in any way.

15.4.2. Transfer by Grantee. Grantee may transfer this Easement only to: (a) Grantor, under such conditions and provisions as the Parties may agree and subject to Section 2.4 above; or (b) a government agency or nonprofit nature conservation corporation approved in advance in writing by Grantor, in its reasonable discretion.

15.5. Amendment. If circumstances arise under which an amendment to or modification of this Easement would be appropriate, the Parties are free to jointly amend this Easement, *provided* that any such amendment shall be consistent with the Purpose of this Easement, shall not shorten the duration of this Easement, and shall be recorded in the official records of Island County, Washington.

16. *General*

16.1. Effective Date. The effective date of this Easement is the date of its first recording in the official records of Island County, Washington.

16.2. Controlling Law. The interpretation and performance of this Easement shall be governed by the laws of the State of Washington.

16.3. Entire Agreement. This instrument sets forth the entire agreement of the Parties with respect to the Protected Property and supersedes all prior discussions, negotiations, understandings, or agreements between Grantor and Grantee relating to this Easement and the Protected Property, all of which are merged herein. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment that complies with Section 12.5 above.



- 16.4. Grantor, Grantee. The terms "Grantor" and "Grantee," wherever used in this Easement, and any pronouns used in their place, shall be held to mean and include, respectively, the above-named Grantor and such Grantor's successors and assigns, and the above-named Grantee and such Grantee's successors and assigns.
- 16.5. Successors and Assigns/Benefited Parties. The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the Parties and their respective successors and assigns, and shall continue as a servitude running with the land. No provision of this Easement is intended to be, or shall be, for the benefit of any person, firm, organization, or corporation not a party to this Easement, and no such other person, firm, organization, or corporation shall have any right or cause of action hereunder (the foregoing shall not be interpreted as a limitation on any required defense or indemnification hereunder).
- 16.6. Termination of Rights and Obligations. A party's rights and obligations under this Easement terminate upon transfer of the party's interest in the Easement or the Protected Property, as the case may be, except that liability for acts or omissions occurring prior to transfer shall survive transfer.
- 16.7. Counterparts. The Parties may execute this instrument in two or more counterparts, which shall be signed by both Parties. Each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.
- 16.8. Captions. The captions in this instrument have been inserted solely for convenience and ease of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.



16.9. Recitals. Each recital set forth above is fully incorporated into this Easement.

IN WITNESS WHEREOF, the undersigned Grantor has executed this Grant Deed of Conservation Easement on this 24 day of NOVEMBER, 2012.

GRANTOR:

Port of Coupeville
Island County, Washington

By Marshall Bronson
Marshall Bronson, President

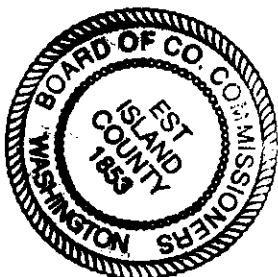
GRANTEE:

Island County does hereby accept this Grant Deed of Conservation Easement.

Board of County Commissioners
Island County, Washington

By Helen Price Johnson
Helen Price Johnson, Chair

Attest: Elaine Marlow
Elaine Marlow, Clerk of the Board



STATE OF WASHINGTON)
) ss.
COUNTY OF ISLAND)

On this 26th day of November, 2012, before me personally appeared Marshall Bronson, to me known to be the President of the PORT OF COUPEVILLE, a State of Washington port district, and he acknowledged the within and foregoing instrument as the free and voluntary act and deed of said port district, for the uses and purposes therein mentioned, and on oath stated that he is authorized to sign said instrument.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.



Deborah S. Thompson
NOTARY PUBLIC in and for the State of
Washington, residing at Coupeville
Print Name: DEBORAH S. THOMPSON
My commission expires 08/01/2014

STATE OF WASHINGTON)
) ss.
COUNTY OF ISLAND)

On this 26th day of November, 2012, before me personally appeared Helen Price Johnson, to me known to be the Chair of the Board of County Commissioners of ISLAND COUNTY, a State of Washington county, and she acknowledged the within and foregoing instrument as the free and voluntary act and deed of said county, for the uses and purposes therein mentioned, and on oath stated that she is authorized to sign said instrument.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.



Deborah S. Thompson
NOTARY PUBLIC in and for the State of
Washington, residing at Coupeville
Print Name: DEBORAH S. THOMPSON
My commission expires 08/01/2014



EXHIBIT A
Legal Description of Greenbank Farm

Tax Lot R23005-012-4960 (Parcel 1):

All that part of the Northeast Quarter of the Northeast Quarter of Section 8 and the Southeast Quarter of the Southeast Quarter of Section 5, Township 30 North, Range 2 East of the Willamette Meridian, being described as follows: Beginning at the Southeast corner of said Section 5; thence North along the East line of said section a distance of 730.65 feet; thence North $65^{\circ}46'11''$ West a distance of 450.00 feet; thence North $89^{\circ}19'59''$ West a distance of 392.31 feet; thence South $63^{\circ}14'11''$ West a distance of 212.22 feet; thence South $25^{\circ}43'18''$ West a distance of 169.10 feet; thence South a distance of 175.53 feet; thence South $39^{\circ}32'23''$ East a distance of 814.84 feet; thence South $45^{\circ}56'52''$ East a distance of 281.19 feet; thence South $0^{\circ}30'26''$ West a distance of 976.85 feet to the North line of Wonn Road; thence Easterly along the North line of said Wonn Road a distance of 25.70 feet to the Northwest line of North Bluff Road; thence Northeasterly along said North Bluff Road a distance of 406.67 feet to the East line of Section 8, Township 30 North, Range 2 East of the Willamette Meridian; thence North along the East line of said Section 8 a distance of 1001.37 feet to the point of beginning; **EXCEPT** that portion conveyed to Island County for road purposes by deed recorded May 1, 1987 under Auditor's File No. 87005767, records of Island County, Washington; **ALSO EXCEPT** that portion conveyed to Island County for road purposes by deed recorded January 7, 1959 under Auditor's File No. 119172, records of Island County, Washington; **ALSO EXCEPT** that portion conveyed to the State of Washington for wetlands mitigation site by deed recorded September 23, 1996, under Auditor's File No. 96016575, records of Island County, Washington.

Tax Lot R23005-119-4800 (Parcel 2):

The North 580.00 feet of the East 996.31 feet of the Southeast Quarter of the Southeast Quarter of Section 5, Township 30 North, Range 2 East of the Willamette Meridian; **EXCEPT** any portion thereof contained in the following described parcel: Beginning at the Southeast corner of said Section 5; thence North along the East line of said section a distance of 730.65 feet; thence North $65^{\circ}46'11''$ West a distance of 450.00 feet; thence North $89^{\circ}19'59''$ West a distance of 392.31 feet; thence South $63^{\circ}14'11''$ West a distance of 212.22 feet; thence South $25^{\circ}43'18''$ West a distance of 169.10 feet; thence South a distance of 175.53 feet; thence South $39^{\circ}32'23''$ East a distance of 814.84 feet; thence South $45^{\circ}56'52''$ East a distance of 281.19 feet; thence South $0^{\circ}30'26''$ West a distance of 976.85 feet to the North line of Wonn Road; thence Easterly along the North line of said Wonn Road a distance of 25.70 feet to the Northwest line of North Bluff Road; thence Northeasterly along said North Bluff Road a distance of 406.67 feet to the East line of Section 8, Township 30 North, Range 2 East of the Willamette Meridian; thence North along the East line of said Section 8 a distance of 1001.37 feet to the point of beginning; **ALSO EXCEPT** that portion conveyed to the State of Washington for highway purposes by deed recorded September 23, 1996, under Auditor's File No. 96016575, records of Island County, Washington.



Tax Lot R23005-070-4100 (Parcel 3):

The Southeast Quarter of the Southeast Quarter of Section 5, Township 30 North, Range 2 East of the Willamette Meridian; **EXCEPT** the North 580.00 feet of the East 996.31 feet thereof; **ALSO EXCEPT** any portion thereof contained in the following described parcel: Beginning at the Southeast corner of said Section 5; thence North along the East line of said section a distance of 730.65 feet; thence North 65°46'11" West a distance of 450.00 feet; thence North 89°19'59" West a distance of 392.31 feet; thence South 63°14'11" West a distance of 212.22 feet; thence South 25°43'18" West a distance of 169.10 feet; thence South a distance of 175.53 feet; thence South 39°32'23" East a distance of 814.84 feet; thence South 45°56'52" East a distance of 281.19 feet; thence South 0°30'26" West a distance of 976.85 feet to the North line of Wonn Road; thence Easterly along the North line of said Wonn Road a distance of 25.70 feet to the Northwest line of North Bluff Road; thence Northeasterly along said North Bluff Road a distance of 406.67 feet to the East line of Section 8, Township 30 North, Range 2 East of the Willamette Meridian; thence North along the East line of said Section 8 a distance of 1001.37 feet to the point of beginning; **ALSO EXCEPT** that portion conveyed to the State of Washington for highway purposes site by deed recorded September 23, 1996, under Auditor's File No. 96016575, records of Island County, Washington.

Tax Lot R23008-505-4530 (Parcel 4):

The North 536.25 feet of the Northeast Quarter of the Northeast Quarter of Section 8, Township 30 North, Range 2 East of the Willamette Meridian; **EXCEPT** any portion thereof contained in the following described parcel: Beginning at the Southeast corner of Section 5; thence North along the East line of said section a distance of 730.65 feet; thence North 65°46'11" West a distance of 450.00 feet; thence North 89°19'59" West a distance of 392.31 feet; thence South 63°14'11" West a distance of 212.22 feet; thence South 25°43'18" West a distance of 169.10 feet; thence South a distance of 175.53 feet; thence South 39°32'23" East a distance of 814.84 feet; thence South 45°56'52" East a distance of 281.19 feet; thence South 0°30'26" West a distance of 976.85 feet to the North line of Wonn Road; thence Easterly along the North line of said Wonn Road a distance of 25.70 feet to the Northwest line of North Bluff Road; thence Northeasterly along said North Bluff Road a distance of 406.67 feet to the East line of Section 8, Township 30 North, Range 2 East of the Willamette Meridian; thence North along the East line of said Section 8 a distance of 1001.37 feet to the point of beginning; **ALSO EXCEPT** that portion lying South and East of the following described line: Beginning at the Northwest corner of the Northeast Quarter of the Northeast Quarter of said Section 8; thence South along the West line thereof a distance of 536.25 feet to the point of beginning of said line; thence South 89°29'34" East a distance of 542.45 feet; thence North 00°30'26" East a distance of 66.00 feet; thence South 89°29'34" East a distance of 455.00 feet to the end of said line; **ALSO EXCEPT** that portion conveyed to the State of Washington for highway purposes by deed recorded September 23, 1996, under Auditor's File No. 96016575, records of Island County, Washington.

Tax Lot R23008-440-4400 (Parcel 5):

The West 567.07 feet of the South 795.16 feet of the Northeast Quarter of the Northeast Quarter of Section 8, Township 30 North, Range 2 East of the Willamette Meridian; **EXCEPT** that portion conveyed to Island County for road purposes by Deed recorded May 1, 1987, under Auditor's File No. 87005767, records of Island County, Washington; **ALSO EXCEPT** that portion lying North and East of the following described line: Beginning at the Northwest corner of the Northeast Quarter of the Northeast Quarter of said Section 8; thence South along the West boundary thereof, a distance of 536.25 feet to the



point of beginning of said line; thence South 89°29'34" East a distance of 542.45 feet; thence South 00°30'26" West a distance of 780.61 feet to the North line of Wonn Road and the end of said line.

Tax Lot R23008-445-4890 (Parcel 6):

That portion of Section 8, Township 30 North, Range 2 East of the Willamette Meridian, described as follows: Commencing at the Northeast corner of said Section 8; thence West along the North line of said section, a distance of 638.88 feet; thence South 39°32'23" East a distance of 178.83 feet; thence South 45°56'52" East a distance of 281.19 feet; thence South 00°30'26" West a distance of 39.39 feet to the true point of beginning; thence North 89°29'34" West a distance of 455.00 feet; thence South 00°30'26" West a distance of 842.40 feet to the North line of Wonn Road; thence Easterly along said North line a distance of 455.09 to a line that bears South 00°30'26" West from the true point of beginning; thence North 00°30'26" East a distance of 937.46 feet to the true point of beginning; **EXCEPT** that portion conveyed to Island County for road purposes by Deed recorded May 1, 1987, under Auditor's File No. 87005767, records of Island County, Washington; **ALSO EXCEPT** that portion conveyed to the State of Washington for wetlands mitigation site by deed recorded September 23, 1996, under Auditor's File No. 96016575, records of Island County, Washington.

Tax Lot R23005-119-3250 (Parcel 16):

The North 314.70 feet of the Southwest Quarter of the Southeast Quarter of Section 5, Township 30 North, Range 2 East of the Willamette Meridian; **AND** that portion of the North 314.70 feet of Government Lot 1 of Section 5, Township 30 North, Range 2 East of the Willamette Meridian, lying East of the right-of-way for State Highway 525.

Tax Lot R23005-087-3290 (Parcel 17):

That portion of the North 640.20 feet of the Southwest Quarter of the Southeast Quarter of Section 5, Township 30 North, Range 2 East of the Willamette Meridian, lying East of the right-of-way for State Highway 525; **EXCEPT** the North 314.70 feet thereof; **AND** that portion of the North 640.20 feet of Government Lot 1 of Section 5, Township 30 North, Range 2 East of the Willamette Meridian, lying East of the right-of-way for State Highway 525; **EXCEPT** the North 314.70 feet thereof.

Tax Lot R23005-050-3350 (Parcel 18):

That portion of the North 1012.70 feet of the Southwest Quarter of the Southeast Quarter of Section 5, Township 30 North, Range 2 East of the Willamette Meridian, lying East of the right-of-way for State Highway 525; **EXCEPT** the North 640.20 feet thereof.

Tax Lot R23005-008-3480 (Parcel 19):

That portion of the Southwest Quarter of the Southeast Quarter of Section 5, Township 30 North, Range 2 East of the Willamette Meridian, lying East of the right-of-way of State Highway 525; **EXCEPT** the North 1012.70 feet thereof; **AND** the North 170.51 feet of that portion of the Northwest Quarter of the Northeast Quarter of Section 8, Township 30 North, Range 2 East of the Willamette Meridian, lying East of the right-of-way for State Highway 525.



Tax Lot R23008-355-4570 (Parcel 23):

That portion of the Southwest Quarter of the Northeast Quarter and of Government Lot 1 of Section 8, Township 30 North, Range 2 East of the Willamette Meridian, lying Easterly of the right-of-way for State Highway 525 and Westerly of the right-of-way for County Road known as North Bluff Road and South of the right-of-way for County Road known as Wonn Road; **EXCEPT** those portions conveyed to Island County for road purposes by Deed recorded January 7, 1959; April 27, 1987 and May 1, 1987, under Auditor's File Nos. 119172, 87005463 and 87005767, records of Island County, Washington; **ALSO EXCEPT** that portion conveyed to the State of Washington for highway purposes by deed recorded September 23, 1996, under Auditor's File No. 96016575, records of Island County, Washington.

Tax Lot R23009-480-0190 (Parcel 24):

That portion of Government Lot 2, Section 9, Township 30 North, Range 2 East of the Willamette Meridian, lying Northwesterly of North Bluff Road and Southwesterly of a line extending from the Northwest corner of said Government Lot 2; thence South 48°03' East a distance of 639 feet, more or less, to the Northwesterly margin of said North Bluff Road; **EXCEPT** any portion thereof lying within the PLAT OF HOLMES HARBOR ESTATES, DIVISION NO. 7, according to the plat thereof recorded in volume 7 of Plats, page 39, records of Island County, Washington; **ALSO EXCEPT** that portion conveyed to Island County for road purposes by Deed recorded January 7, 1959, under Auditor's File No. 119171, records of Island County, Washington; **ALSO EXCEPT** that portion conveyed to the State of Washington for highway purposes by deed recorded September 23, 1996, under Auditor's File No. 96016575, records of Island County, Washington.

Tax Lot R23008-469-3850 (Parcel 33):

That portion of the Northwest Quarter of the Northeast Quarter of Section 8, Township 30 North, Range 2 East of the Willamette Meridian, lying Easterly of the right-of-way for State Highway 525 and Northerly of Wonn Road; **EXCEPT** the north 170.51 feet thereof; **ALSO EXCEPT** those portions conveyed to Island County for road purposes by Deeds recorded April 27, 1987 and May 1, 1987, under Auditor's File Nos. 87005463 and 87005767, records of Island County, Washington; **ALSO EXCEPT** that portion conveyed to the State of Washington for highway purposes by deed recorded September 23, 1996, under Auditor's File No. 96016575, records of Island County, Washington;

ALL situated in Island County, Washington.

All Parcels described herein are subject to conditions, restrictions, provisions and easements of record.



[illegible]

ATTACHMENT Event Date: Mon Nov 26 00:00:00 PST 2012
Page 46 of 56 Mon Nov 26 00:00:00 PST 2012



EXHIBIT C
Legal Description of the Protected Property

Tax Lot R23005-012-4960 (Parcel 1):

All that part of the Northeast Quarter of the Northeast Quarter of Section 8 and the Southeast Quarter of the Southeast Quarter of Section 5, Township 30 North, Range 2 East of the Willamette Meridian, being described as follows: Beginning at the Southeast corner of said Section 5; thence North along the East line of said section a distance of 730.65 feet; thence North 65°46'11" West a distance of 450.00 feet; thence North 89°19'59" West a distance of 392.31 feet; thence South 63°14'11" West a distance of 212.22 feet; thence South 25°43'18" West a distance of 169.10 feet; thence South a distance of 175.53 feet; thence South 39°32'23" East a distance of 814.84 feet; thence South 45°56'52" East a distance of 281.19 feet; thence South 0°30'26" West a distance of 976.85 feet to the North line of Wonn Road; thence Easterly along the North line of said Wonn Road a distance of 25.70 feet to the Northwest line of North Bluff Road; thence Northeasterly along said North Bluff Road a distance of 406.67 feet to the East line of Section 8, Township 30 North, Range 2 East of the Willamette Meridian; thence North along the East line of said Section 8 a distance of 1001.37 feet to the point of beginning; **EXCEPT** that portion conveyed to Island County for road purposes by deed recorded May 1, 1987 under Auditor's File No. 87005767, records of Island County, Washington; **ALSO EXCEPT** that portion conveyed to Island County for road purposes by deed recorded January 7, 1959 under Auditor's File No. 119172, records of Island County, Washington; **ALSO EXCEPT** that portion conveyed to the State of Washington for wetlands mitigation site by deed recorded September 23, 1996, under Auditor's File No. 96016575, records of Island County, Washington.

Tax Lot R23005-119-4800 (Parcel 2):

The North 580.00 feet of the East 996.31 feet of the Southeast Quarter of the Southeast Quarter of Section 5, Township 30 North, Range 2 East of the Willamette Meridian; **EXCEPT** any portion thereof contained in the following described parcel: Beginning at the Southeast corner of said Section 5; thence North along the East line of said section a distance of 730.65 feet; thence North 65°46'11" West a distance of 450.00 feet; thence North 89°19'59" West a distance of 392.31 feet; thence South 63°14'11" West a distance of 212.22 feet; thence South 25°43'18" West a distance of 169.10 feet; thence South a distance of 175.53 feet; thence South 39°32'23" East a distance of 814.84 feet; thence South 45°56'52" East a distance of 281.19 feet; thence South 0°30'26" West a distance of 976.85 feet to the North line of Wonn Road; thence Easterly along the North line of said Wonn Road a distance of 25.70 feet to the Northwest line of North Bluff Road; thence Northeasterly along said North Bluff Road a distance of 406.67 feet to the East line of Section 8, Township 30 North, Range 2 East of the Willamette Meridian; thence North along the East line of said Section 8 a distance of 1001.37 feet to the point of beginning; **ALSO EXCEPT** that portion conveyed to the State of Washington for highway purposes by deed recorded September 23, 1996, under Auditor's File No. 96016575, records of Island County, Washington.



Tax Lot R23005-070-4100 (Parcel 3):

The Southeast Quarter of the Southeast Quarter of Section 5, Township 30 North, Range 2 East of the Willamette Meridian; **EXCEPT** the North 580.00 feet of the East 996.31 feet thereof; **ALSO EXCEPT** any portion thereof contained in the following described parcel: Beginning at the Southeast corner of said Section 5; thence North along the East line of said section a distance of 730.65 feet; thence North 65°46'11" West a distance of 450.00 feet; thence North 89°19'59" West a distance of 392.31 feet; thence South 63°14'11" West a distance of 212.22 feet; thence South 25°43'18" West a distance of 169.10 feet; thence South a distance of 175.53 feet; thence South 39°32'23" East a distance of 814.84 feet; thence South 45°56'52" East a distance of 281.19 feet; thence South 0°30'26" West a distance of 976.85 feet to the North line of Wonn Road; thence Easterly along the North line of said Wonn Road a distance of 25.70 feet to the Northwest line of North Bluff Road; thence Northeasterly along said North Bluff Road a distance of 406.67 feet to the East line of Section 8, Township 30 North, Range 2 East of the Willamette Meridian; thence North along the East line of said Section 8 a distance of 1001.37 feet to the point of beginning; **ALSO EXCEPT** that portion conveyed to the State of Washington for highway purposes site by deed recorded September 23, 1996, under Auditor's File No. 96016575, records of Island County, Washington.

Tax Lot R23008-505-4530 (Parcel 4):

The North 536.25 feet of the Northeast Quarter of the Northeast Quarter of Section 8, Township 30 North, Range 2 East of the Willamette Meridian; **EXCEPT** any portion thereof contained in the following described parcel: Beginning at the Southeast corner of Section 5; thence North along the East line of said section a distance of 730.65 feet; thence North 65°46'11" West a distance of 450.00 feet; thence North 89°19'59" West a distance of 392.31 feet; thence South 63°14'11" West a distance of 212.22 feet; thence South 25°43'18" West a distance of 169.10 feet; thence South a distance of 175.53 feet; thence South 39°32'23" East a distance of 814.84 feet; thence South 45°56'52" East a distance of 281.19 feet; thence South 0°30'26" West a distance of 976.85 feet to the North line of Wonn Road; thence Easterly along the North line of said Wonn Road a distance of 25.70 feet to the Northwest line of North Bluff Road; thence Northeasterly along said North Bluff Road a distance of 406.67 feet to the East line of Section 8, Township 30 North, Range 2 East of the Willamette Meridian; thence North along the East line of said Section 8 a distance of 1001.37 feet to the point of beginning; **ALSO EXCEPT** that portion lying South and East of the following described line: Beginning at the Northwest corner of the Northeast Quarter of the Northeast Quarter of said Section 8; thence South along the West line thereof a distance of 536.25 feet to the point of beginning of said line; thence South 89°29'34" East a distance of 542.45 feet; thence North 00°30'26" East a distance of 66.00 feet; thence South 89°29'34" East a distance of 455.00 feet to the end of said line; **ALSO EXCEPT** that portion conveyed to the State of Washington for highway purposes by deed recorded September 23, 1996, under Auditor's File No. 96016575, records of Island County, Washington.

Tax Lot R23008-440-4400 (Parcel 5):

The West 567.07 feet of the South 795.16 feet of the Northeast Quarter of the Northeast Quarter of Section 8, Township 30 North, Range 2 East of the Willamette Meridian; **EXCEPT** that portion conveyed to Island County for road purposes by Deed recorded May 1, 1987, under Auditor's File No. 87005767, records of Island County, Washington; **ALSO EXCEPT** that portion lying North and East of the following described line: Beginning at the Northwest corner of the Northeast Quarter of the Northeast Quarter of said Section 8; thence South along the West boundary thereof, a distance of 536.25 feet to the



point of beginning of said line; thence South 89°29'34" East a distance of 542.45 feet; thence South 00°30'26" West a distance of 780.61 feet to the North line of Wonn Road and the end of said line.

Tax Lot R23008-445-4890 (Parcel 6):

That portion of Section 8, Township 30 North, Range 2 East of the Willamette Meridian, described as follows: Commencing at the Northeast corner of said Section 8; thence West along the North line of said section, a distance of 638.88 feet; thence South 39°32'23" East a distance of 178.83 feet; thence South 45°56'52" East a distance of 281.19 feet; thence South 00°30'26" West a distance of 39.39 feet to the true point of beginning; thence North 89°29'34" West a distance of 455.00 feet; thence South 00°30'26" West a distance of 842.40 feet to the North line of Wonn Road; thence Easterly along said North line a distance of 455.09 to a line that bears South 00°30'26" West from the true point of beginning; thence North 00°30'26" East a distance of 937.46 feet to the true point of beginning; **EXCEPT** that portion conveyed to Island County for road purposes by Deed recorded May 1, 1987, under Auditor's File No. 87005767, records of Island County, Washington; **ALSO EXCEPT** that portion conveyed to the State of Washington for wetlands mitigation site by deed recorded September 23, 1996, under Auditor's File No. 96016575, records of Island County, Washington.

Tax Lot R23005-119-3250 (Parcel 16):

The North 314.70 feet of the Southwest Quarter of the Southeast Quarter of Section 5, Township 30 North, Range 2 East of the Willamette Meridian; **AND** that portion of the North 314.70 feet of Government Lot 1 of Section 5, Township 30 North, Range 2 East of the Willamette Meridian, lying East of the right-of-way for State Highway 525.

Tax Lot R23005-087-3290 (Parcel 17):

That portion of the North 640.20 feet of the Southwest Quarter of the Southeast Quarter of Section 5, Township 30 North, Range 2 East of the Willamette Meridian, lying East of the right-of-way for State Highway 525; **EXCEPT** the North 314.70 feet thereof; **AND** that portion of the North 640.20 feet of Government Lot 1 of Section 5, Township 30 North, Range 2 East of the Willamette Meridian, lying East of the right-of-way for State Highway 525; **EXCEPT** the North 314.70 feet thereof.

Tax Lot R23005-050-3350 (Parcel 18):

That portion of the North 1012.70 feet of the Southwest Quarter of the Southeast Quarter of Section 5, Township 30 North, Range 2 East of the Willamette Meridian, lying East of the right-of-way for State Highway 525; **EXCEPT** the North 640.20 feet thereof.

Tax Lot R23005-008-3480 (Parcel 19):

That portion of the Southwest Quarter of the Southeast Quarter of Section 5, Township 30 North, Range 2 East of the Willamette Meridian, lying East of the right-of-way of State Highway 525; **EXCEPT** the North 1012.70 feet thereof; **AND** the North 170.51 feet of that portion of the Northwest Quarter of the Northeast Quarter of Section 8, Township 30 North, Range 2 East of the Willamette Meridian, lying East of the right-of-way for State Highway 525.



Tax Lot R23008-355-4570 (Parcel 23):

That portion of the Southwest Quarter of the Northeast Quarter and of Government Lot 1 of Section 8, Township 30 North, Range 2 East of the Willamette Meridian, lying Easterly of the right-of-way for State Highway 525 and Westerly of the right-of-way for County Road known as North Bluff Road and South of the right-of-way for County Road known as Wonn Road; **EXCEPT** those portions conveyed to Island County for road purposes by Deed recorded January 7, 1959; April 27, 1987 and May 1, 1987, under Auditor's File Nos. 119172, 87005463 and 87005767, records of Island County, Washington; **ALSO EXCEPT** that portion conveyed to the State of Washington for highway purposes by deed recorded September 23, 1996, under Auditor's File No. 96016575, records of Island County, Washington.

Tax Lot R23009-480-0190 (Parcel 24):

That portion of Government Lot 2, Section 9, Township 30 North, Range 2 East of the Willamette Meridian, lying Northwesterly of North Bluff Road and Southwesterly of a line extending from the Northwest corner of said Government Lot 2; thence South 48°03' East a distance of 639 feet, more or less, to the Northwesterly margin of said North Bluff Road; **EXCEPT** any portion thereof lying within the PLAT OF HOLMES HARBOR ESTATES, DIVISION NO. 7, according to the plat thereof recorded in volume 7 of Plats, page 39, records of Island County, Washington; **ALSO EXCEPT** that portion conveyed to Island County for road purposes by Deed recorded January 7, 1959, under Auditor's File No. 119171, records of Island County, Washington; **ALSO EXCEPT** that portion conveyed to the State of Washington for highway purposes by deed recorded September 23, 1996, under Auditor's File No. 96016575, records of Island County, Washington.

Tax Lot R23008-469-3850 (Parcel 33):

That portion of the Northwest Quarter of the Northeast Quarter of Section 8, Township 30 North, Range 2 East of the Willamette Meridian, lying Easterly of the right-of-way for State Highway 525 and Northerly of Wonn Road; **EXCEPT** the north 170.51 feet thereof; **ALSO EXCEPT** those portions conveyed to Island County for road purposes by Deeds recorded April 27, 1987 and May 1, 1987, under Auditor's File Nos. 87005463 and 87005767, records of Island County, Washington; **ALSO EXCEPT** that portion conveyed to the State of Washington for highway purposes by deed recorded September 23, 1996, under Auditor's File No. 96016575, records of Island County, Washington;

EXCEPTING FROM THE FOREGOING PARCELS: any portion thereof included in the following described parcel: A parcel of land situated in the NE1/4 of the NE1/4 of Section 8, Township 30 North, Range 2 East, Willamette Meridian, Island County, Washington, more particularly described as follows; Commencing at the NE corner of said Section 8, and considering the north line of the NE1/4 of said Section 8 to bear S89°59'04"W, with all bearings contained herein relative thereto; Thence S89°59'04"W along said north line a distance of 275.00 feet; Thence S1°29'56"W a distance of 300.00 feet to the True Point of Beginning; Thence continuing S1°29'56"W a distance of 860.00 feet; Thence S89°59'04"W a distance of 330.00 feet; Thence N1°29'56"E a distance of 60.00 feet; Thence S89°59'04"W a distance of 275.00 feet; Thence N1°29'56"E a distance of 500 feet; Thence N89°59'04"E a distance of 330.00 feet; Thence N1°29'56"E a distance of 300.00 feet; Thence N89°59'04"E a distance of 275.00 feet to the True Point of Beginning.

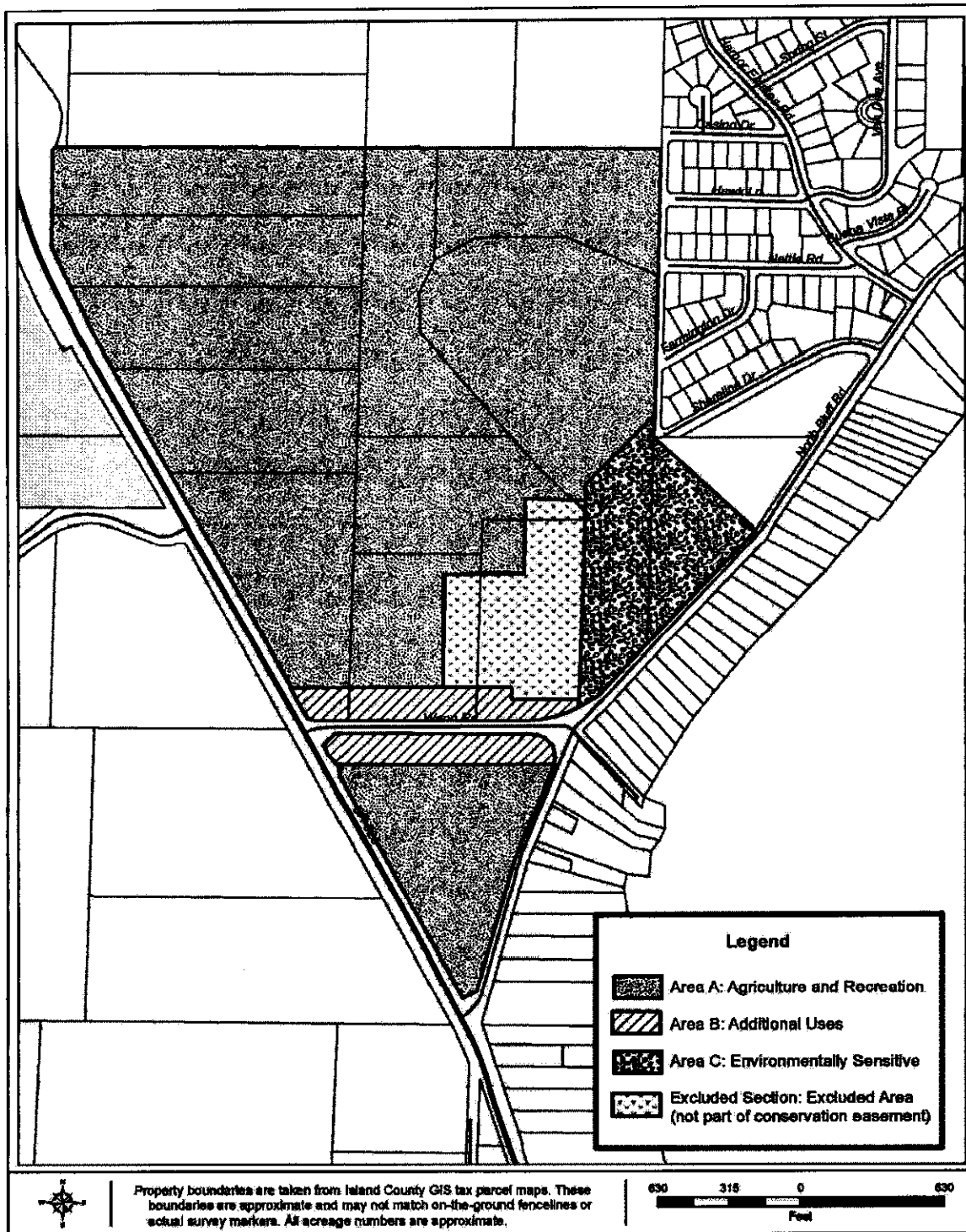
ALL situated in Island County, Washington.

All Parcels described herein are subject to conditions, restrictions, provisions and easements of record.



EXHIBIT D

Map of the Protected Property



11.13.12



EXHIBIT E
Legal Description of Modified Protected Property

Tax Lot R23005-012-4960 (Parcel 1):

All that part of the Northeast Quarter of the Northeast Quarter of Section 8 and the Southeast Quarter of the Southeast Quarter of Section 5, Township 30 North, Range 2 East of the Willamette Meridian, being described as follows: Beginning at the Southeast corner of said Section 5; thence North along the East line of said section a distance of 730.65 feet; thence North 65°46'11" West a distance of 450.00 feet; thence North 89°19'59" West a distance of 392.31 feet; thence South 63°14'11" West a distance of 212.22 feet; thence South 25°43'18" West a distance of 169.10 feet; thence South a distance of 175.53 feet; thence South 39°32'23" East a distance of 814.84 feet; thence South 45°56'52" East a distance of 281.19 feet; thence South 0°30'26" West a distance of 976.85 feet to the North line of Wonn Road; thence Easterly along the North line of said Wonn Road a distance of 25.70 feet to the Northwest line of North Bluff Road; thence Northeasterly along said North Bluff Road a distance of 406.67 feet to the East line of Section 8, Township 30 North, Range 2 East of the Willamette Meridian; thence North along the East line of said Section 8 a distance of 1001.37 feet to the point of beginning; **EXCEPT** that portion conveyed to Island County for road purposes by deed recorded May 1, 1987 under Auditor's File No. 87005767, records of Island County, Washington; **ALSO EXCEPT** that portion conveyed to Island County for road purposes by deed recorded January 7, 1959 under Auditor's File No. 119172, records of Island County, Washington; **ALSO EXCEPT** that portion conveyed to the State of Washington for wetlands mitigation site by deed recorded September 23, 1996, under Auditor's File No. 96016575, records of Island County, Washington.

Tax Lot R23005-119-4800 (Parcel 2):

The North 580.00 feet of the East 996.31 feet of the Southeast Quarter of the Southeast Quarter of Section 5, Township 30 North, Range 2 East of the Willamette Meridian; **EXCEPT** any portion thereof contained in the following described parcel: Beginning at the Southeast corner of said Section 5; thence North along the East line of said section a distance of 730.65 feet; thence North 65°46'11" West a distance of 450.00 feet; thence North 89°19'59" West a distance of 392.31 feet; thence South 63°14'11" West a distance of 212.22 feet; thence South 25°43'18" West a distance of 169.10 feet; thence South a distance of 175.53 feet; thence South 39°32'23" East a distance of 814.84 feet; thence South 45°56'52" East a distance of 281.19 feet; thence South 0°30'26" West a distance of 976.85 feet to the North line of Wonn Road; thence Easterly along the North line of said Wonn Road a distance of 25.70 feet to the Northwest line of North Bluff Road; thence Northeasterly along said North Bluff Road a distance of 406.67 feet to the East line of Section 8, Township 30 North, Range 2 East of the Willamette Meridian; thence North along the East line of said Section 8 a distance of 1001.37 feet to the point of beginning; **ALSO EXCEPT** that portion conveyed to the State of Washington for highway purposes by deed recorded September 23, 1996, under Auditor's File No. 96016575, records of Island County, Washington.



Tax Lot R23005-070-4100 (Parcel 3):

The Southeast Quarter of the Southeast Quarter of Section 5, Township 30 North, Range 2 East of the Willamette Meridian; **EXCEPT** the North 580.00 feet of the East 996.31 feet thereof; **ALSO EXCEPT** any portion thereof contained in the following described parcel: Beginning at the Southeast corner of said Section 5; thence North along the East line of said section a distance of 730.65 feet; thence North 65°46'11" West a distance of 450.00 feet; thence North 89°19'59" West a distance of 392.31 feet; thence South 63°14'11" West a distance of 212.22 feet; thence South 25°43'18" West a distance of 169.10 feet; thence South a distance of 175.53 feet; thence South 39°32'23" East a distance of 814.84 feet; thence South 45°56'52" East a distance of 281.19 feet; thence South 0°30'26" West a distance of 976.85 feet to the North line of Wonn Road; thence Easterly along the North line of said Wonn Road a distance of 25.70 feet to the Northwest line of North Bluff Road; thence Northeasterly along said North Bluff Road a distance of 406.67 feet to the East line of Section 8, Township 30 North, Range 2 East of the Willamette Meridian; thence North along the East line of said Section 8 a distance of 1001.37 feet to the point of beginning; **ALSO EXCEPT** that portion conveyed to the State of Washington for highway purposes site by deed recorded September 23, 1996, under Auditor's File No. 96016575, records of Island County, Washington.

Tax Lot R23008-505-4530 (Parcel 4):

The North 536.25 feet of the Northeast Quarter of the Northeast Quarter of Section 8, Township 30 North, Range 2 East of the Willamette Meridian; **EXCEPT** any portion thereof contained in the following described parcel: Beginning at the Southeast corner of Section 5; thence North along the East line of said section a distance of 730.65 feet; thence North 65°46'11" West a distance of 450.00 feet; thence North 89°19'59" West a distance of 392.31 feet; thence South 63°14'11" West a distance of 212.22 feet; thence South 25°43'18" West a distance of 169.10 feet; thence South a distance of 175.53 feet; thence South 39°32'23" East a distance of 814.84 feet; thence South 45°56'52" East a distance of 281.19 feet; thence South 0°30'26" West a distance of 976.85 feet to the North line of Wonn Road; thence Easterly along the North line of said Wonn Road a distance of 25.70 feet to the Northwest line of North Bluff Road; thence Northeasterly along said North Bluff Road a distance of 406.67 feet to the East line of Section 8, Township 30 North, Range 2 East of the Willamette Meridian; thence North along the East line of said Section 8 a distance of 1001.37 feet to the point of beginning; **ALSO EXCEPT** that portion lying South and East of the following described line: Beginning at the Northwest corner of the Northeast Quarter of the Northeast Quarter of said Section 8; thence South along the West line thereof a distance of 536.25 feet to the point of beginning of said line; thence South 89°29'34" East a distance of 542.45 feet; thence North 00°30'26" East a distance of 66.00 feet; thence South 89°29'34" East a distance of 455.00 feet to the end of said line; **ALSO EXCEPT** that portion conveyed to the State of Washington for highway purposes by deed recorded September 23, 1996, under Auditor's File No. 96016575, records of Island County, Washington.

Tax Lot R23008-440-4400 (Parcel 5):

The West 567.07 feet of the South 795.16 feet of the Northeast Quarter of the Northeast Quarter of Section 8, Township 30 North, Range 2 East of the Willamette Meridian; **EXCEPT** that portion conveyed to Island County for road purposes by Deed recorded May 1, 1987, under Auditor's File No. 87005767, records of Island County, Washington; **ALSO EXCEPT** that portion lying North and East of the following described line: Beginning at the Northwest corner of the Northeast Quarter of the Northeast Quarter of said Section 8; thence South along the West boundary thereof, a distance of 536.25 feet to the



point of beginning of said line; thence South 89°29'34" East a distance of 542.45 feet; thence South 00°30'26" West a distance of 780.61 feet to the North line of Wonn Road and the end of said line.

Tax Lot R23008-445-4890 (Parcel 6):

That portion of Section 8, Township 30 North, Range 2 East of the Willamette Meridian, described as follows: Commencing at the Northeast corner of said Section 8; thence West along the North line of said section, a distance of 638.88 feet; thence South 39°32'23" East a distance of 178.83 feet; thence South 45°56'52" East a distance of 281.19 feet; thence South 00°30'26" West a distance of 39.39 feet to the true point of beginning; thence North 89°29'34" West a distance of 455.00 feet; thence South 00°30'26" West a distance of 842.40 feet to the North line of Wonn Road; thence Easterly along said North line a distance of 455.09 to a line that bears South 00°30'26" West from the true point of beginning; thence North 00°30'26" East a distance of 937.46 feet to the true point of beginning; **EXCEPT** that portion conveyed to Island County for road purposes by Deed recorded May 1, 1987, under Auditor's File No. 87005767, records of Island County, Washington; **ALSO EXCEPT** that portion conveyed to the State of Washington for wetlands mitigation site by deed recorded September 23, 1996, under Auditor's File No. 96016575, records of Island County, Washington.

Tax Lot R23005-119-3250 (Parcel 16):

The North 314.70 feet of the Southwest Quarter of the Southeast Quarter of Section 5, Township 30 North, Range 2 East of the Willamette Meridian; **AND** that portion of the North 314.70 feet of Government Lot 1 of Section 5, Township 30 North, Range 2 East of the Willamette Meridian, lying East of the right-of-way for State Highway 525.

Tax Lot R23005-087-3290 (Parcel 17):

That portion of the North 640.20 feet of the Southwest Quarter of the Southeast Quarter of Section 5, Township 30 North, Range 2 East of the Willamette Meridian, lying East of the right-of-way for State Highway 525; **EXCEPT** the North 314.70 feet thereof; **AND** that portion of the North 640.20 feet of Government Lot 1 of Section 5, Township 30 North, Range 2 East of the Willamette Meridian, lying East of the right-of-way for State Highway 525; **EXCEPT** the North 314.70 feet thereof.

Tax Lot R23005-050-3350 (Parcel 18):

That portion of the North 1012.70 feet of the Southwest Quarter of the Southeast Quarter of Section 5, Township 30 North, Range 2 East of the Willamette Meridian, lying East of the right-of-way for State Highway 525; **EXCEPT** the North 640.20 feet thereof.

Tax Lot R23005-008-3480 (Parcel 19):

That portion of the Southwest Quarter of the Southeast Quarter of Section 5, Township 30 North, Range 2 East of the Willamette Meridian, lying East of the right-of-way of State Highway 525; **EXCEPT** the North 1012.70 feet thereof; **AND** the North 170.51 feet of that portion of the Northwest Quarter of the Northeast Quarter of Section 8, Township 30 North, Range 2 East of the Willamette Meridian, lying East of the right-of-way for State Highway 525.



Tax Lot R23008-355-4570 (Parcel 23):

That portion of the Southwest Quarter of the Northeast Quarter and of Government Lot 1 of Section 8, Township 30 North, Range 2 East of the Willamette Meridian, lying Easterly of the right-of-way for State Highway 525 and Westerly of the right-of-way for County Road known as North Bluff Road and South of the right-of-way for County Road known as Wonn Road; **EXCEPT** those portions conveyed to Island County for road purposes by Deed recorded January 7, 1959; April 27, 1987 and May 1, 1987, under Auditor's File Nos. 119172, 87005463 and 87005767, records of Island County, Washington; **ALSO EXCEPT** that portion conveyed to the State of Washington for highway purposes by deed recorded September 23, 1996, under Auditor's File No. 96016575, records of Island County, Washington.

Tax Lot R23009-480-0190 (Parcel 24):

That portion of Government Lot 2, Section 9, Township 30 North, Range 2 East of the Willamette Meridian, lying Northwesterly of North Bluff Road and Southwesterly of a line extending from the Northwest corner of said Government Lot 2; thence South 48°03' East a distance of 639 feet, more or less, to the Northwesterly margin of said North Bluff Road; **EXCEPT** any portion thereof lying within the PLAT OF HOLMES HARBOR ESTATES, DIVISION NO. 7, according to the plat thereof recorded in volume 7 of Plats, page 39, records of Island County, Washington; **ALSO EXCEPT** that portion conveyed to Island County for road purposes by Deed recorded January 7, 1959, under Auditor's File No. 119171, records of Island County, Washington; **ALSO EXCEPT** that portion conveyed to the State of Washington for highway purposes by deed recorded September 23, 1996, under Auditor's File No. 96016575, records of Island County, Washington.

Tax Lot R23008-469-3850 (Parcel 33):

That portion of the Northwest Quarter of the Northeast Quarter of Section 8, Township 30 North, Range 2 East of the Willamette Meridian, lying Easterly of the right-of-way for State Highway 525 and Northerly of Wonn Road; **EXCEPT** the north 170.51 feet thereof; **ALSO EXCEPT** those portions conveyed to Island County for road purposes by Deeds recorded April 27, 1987 and May 1, 1987, under Auditor's File Nos. 87005463 and 87005767, records of Island County, Washington; **ALSO EXCEPT** that portion conveyed to the State of Washington for highway purposes by deed recorded September 23, 1996, under Auditor's File No. 96016575, records of Island County, Washington;

EXCEPTING FROM THE FOREGOING PARCELS: any portion thereof included in the following described parcel: A parcel of land situated in the NE1/4 of the NE1/4 of Section 8, Township 30 North, Range 2 East, Willamette Meridian, Island County, Washington, more particularly described as follows; Commencing at the NE corner of said Section 8, and considering the north line of the NE1/4 of said Section 8 to bear S89°59'04"W, with all bearings contained herein relative thereto; Thence S89°59'04"W along said north line a distance of 275.00 feet; Thence S1°29'56"W a distance of 300.00 feet to the True Point of Beginning; Thence continuing S1°29'56"W a distance of 800.00 feet; Thence S89°59'04"W a distance of 605.00 feet; Thence N1°29'56"E a distance of 500 feet; Thence N89°59'04"E a distance of 190.00 feet; Thence N1°29'56"E a distance of 140.00 feet; Thence N89°59'04"E a distance of 140.00 feet; Thence N1°29'56"E a distance of 160.00 feet; Thence N89°59'04"E a distance of 275.00 feet to the True Point of Beginning.

ALL situated in Island County, Washington.

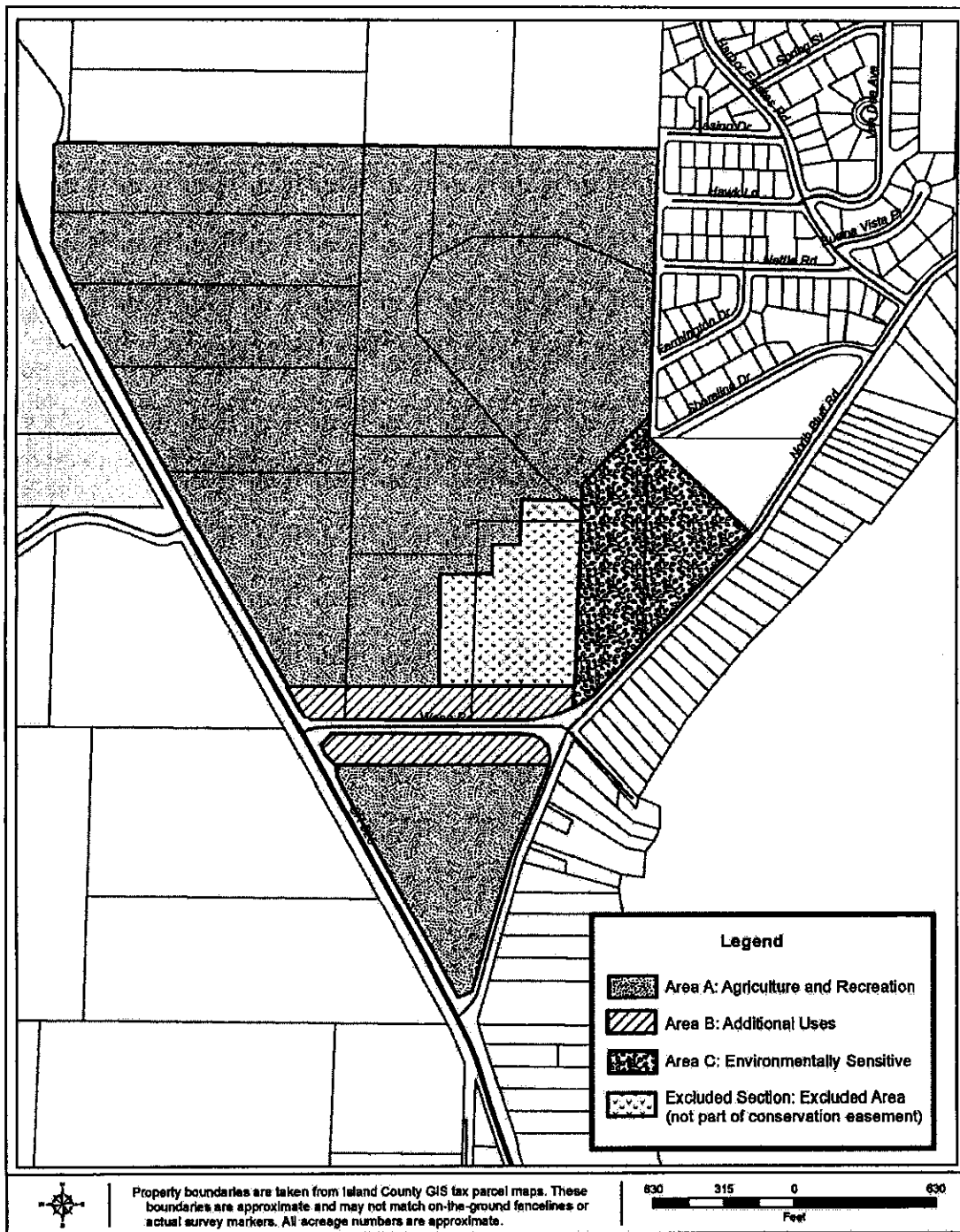
All Parcels described herein are subject to conditions, restrictions, provisions and easements of record.

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EXHIBIT F **Map of Modified Protected Property**



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