AGREEMENT TO MAKE AND TO ACCEPT GIFT

THIS AGREEMENT is made by and between DR. PATRICIA L. SWENSON ("Donor") and WESTERN WASHINGTON UNIVERSITY, Bellingham, Washington ("Western").

IT IS MADE PURSUANT TO THE FOLLOWING FACTS:

A.   Donor is a single woman, and resides at 2119 NE Wasco Street, Portland, Oregon;

B.   Western is a State-funded institution of higher education located at Bellingham, Washington;

C.   Donor owns a tract of real property at 7071 Yachthaven Road, San Juan Island, Washington, legally described as follows:

> Lots 30 and 31, Plat of Yacht Haven, according to the plat recorded in Volume 1 of Plats, page 57, records of San Juan County, Washington; together with tidelands of the second class adjoining.

D.   Donor intends to donate the property to Western as a charitable gift, subject to the restrictions and conditions described in this Agreement, on August 16 1996. P.L.S.

E.   Western intends to accept the donation of the property, subject to those conditions and restrictions.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1.   Donation. Donor agrees to donate the property to Western. on August 16, 1996 P.L.S

2.   Acceptance. Western agrees to accept the donation. P.L.S

3.   Conditions. Western agrees to accept and to hold the property subject to the following conditions and restrictions:

        (a)   Western will never sell or otherwise convey the property, except that if Western determines that it no longer desires to utilize the property as provided in this Agreement, Western will convey the property to the San Juan County Land Trust, an organization exempt from taxes under Section 501(c)(3) of the Internal Revenue Code, operating in San Juan County, Washington. If that organization no longer exists, Western will convey the property to

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

another tax-exempt public charity whose objective is the preservation of natural habitat and scenic property in San Juan County.

    (b)   The property will be managed by and utilized by Western Washington University for use by faculty and students for research and study.

    (c)   The property will remain essentially undeveloped in its current state, except that additional facilities may be constructed to support additional research and study activities.

    (d)   Western may remove some trees, provided that the purpose of such removal is to enhance the site for permitted uses or to provide for safety. The income or proceeds from the sale of such trees shall be deposited in an account at The Western Foundation and restricted to use for the support of the property.

    (e)   The tidelands are to be protected from all construction, with the possible exception of stairs necessary to reach them.

4.   <u>Documentation.</u> Donor shall execute such documents of conveyance as shall be prepared and presented by Western.

Patricia L. Swenson   Date: _May 29, 1996_
DR. PATRICIA L. SWENSON

WESTERN WASHINGTON UNIVERSITY

By: _Karen W. Morse_   Date: _July 17, 1996_
    KAREN W. MORSE
Its: President
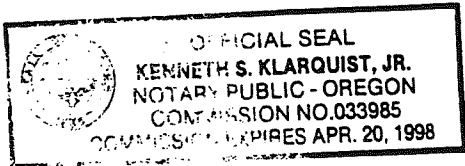
STATE OF ~~WASHINGTON~~ *OREGON*   )
) ss:
COUNTY OF *MULTNOMAH*   )

I certify that I know or have satisfactory evidence that DR. PATRICIA L. SWENSON is the person who appeared before me, and said person acknowledged that she signed this instrument, and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this _____ 29th _____ day of _____ May _____, 1996.

(SEAL/STAMP)

OFFICIAL SEAL
KENNETH S. KLARQUIST, JR.
NOTARY PUBLIC - OREGON
COMMISSION NO.033985
COMMISSION EXPIRES APR. 20, 1998

NOTARY PUBLIC
Printed Name: *Kenneth S. Klarquist, Jr.*
My Commission Expires:_____

STATE OF WASHINGTON   )
) ss:
COUNTY OF WHATCOM   )

I certify that I know or have satisfactory evidence that KAREN W. MORSE is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument, and acknowledged it as the President of Western Washington University to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Date this _____ July 17 _____ day of _____ July _____, 1996.

(SEAL/STAMP)

NOTARY PUBLIC
Printed Name:
My Commission Expires: 3/3/2000