

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

Affidavit No. 20222666

Jun 28 2022

Amount Paid \$5790.00
Skagit County Treasurer
By Lena Thompson Deputy

AFTER RECORDING RETURN TO:

Skagit Land Trust
P.O. Box 1017
Mt. Vernon, WA 98273

GNW 22-12594

Please print or type information WASHINGTON STATE RECORDER'S Cover Sheet
(RCW 65.04)

Document Title(s) (or transactions contained therein): Second Amendment to Grant Deed of Conservation Easement
Reference Number(s) of Documents: <u>200612200141 (Original Easement);</u> <u>200912020043 (First Easement Amendment); 201007010057 (Assignment of Rights)</u> Additional reference numbers on page(s) _____ of document.
Grantor(s) (Last name, first name, initials) Gerrit Jan van den Engh and Barbara Jo Trask, husband and wife <input type="checkbox"/> Additional names are on page(s) _____ of document.
Grantee(s) (Last name first, then first name and initials) Skagit Land Trust <input type="checkbox"/> Additional names are on page(s) _____ of document.
Legal description (abbreviated: i.e. lot, block, plat or section, township, range) Lot 3 and PTNS Lots 1 and 2, Elysian Meadows <input type="checkbox"/> Additional legal description is on <u>Page 9</u> of this document.
Assessor's Property Tax Parcel/Account Numbers P121056/4823-000-001-0000; P121057/4823-000-002-0000; and P121058/4823-000-003-0000
The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

SECOND AMENDMENT TO GRANT DEED OF CONSERVATION EASEMENT

This SECOND AMENDMENT TO GRANT DEED OF CONSERVATION EASEMENT ("**Second Easement Amendment**") is made by Gerrit Jan van den Engh and Barbara Jo Trask, a married couple, having an address of 41219 Elysian Lane, Concrete, WA 98237 (the "**Grantor**"), and Skagit Land Trust, a Washington nonprofit corporation, having an address of P.O. Box 1017, Mt. Vernon, WA 98273 ("**Grantee**") (each a "**Party**", collectively the "**Parties**") with reference to that certain Grant Deed of Conservation Easement, recorded on December 20, 2006 in the official records of Skagit County, Washington, under Auditor's File Number 200612200141 ("**Original Easement**") as amended by that certain Amendment to Grant Deed of Conservation Easement (to add legal descriptions of subareas only), recorded on December 2, 2009 in the official records of Skagit County, Washington, under Auditor's File No. 200912020043 ("**First Easement Amendment**"). Capitalized terms used in this Second Easement Amendment that are not defined herein shall have the meanings set forth in the Original Easement.

1. RECITALS

- 1.1. In 2006, Grantor conveyed to Grantee the Original Easement, which Original Easement provides permanent protection to approximately 119 acres of land located in Skagit County, Washington, within a large bend of the Skagit River, which land is legally described in Exhibit A of the Original Easement (the "Original Protected Property"). The Original Protected Property is comprised of three separate zones described in the Original Easement as a Habitat Conservation Zone, an Agricultural Zone, and a Building Zone, which zones are depicted in Exhibit No. 1 to the First Easement Amendment and legally described, respectively, in Exhibits Nos. 2, 3 and 4 to the First Easement Amendment. The Original Protected Property possesses ecological, open space, scenic and forest land values (collectively, "Conservation Values") as further described in the Original Easement.
- 1.2. Grantor is the legal owner in fee simple of the parcels of record that together comprise the Original Protected Property, and Grantee is the legal beneficiary of the covenants, conditions and restrictions set forth in the Original Easement, which burden the Original Protected Property.
- 1.3. Grantor is also the legal owner in fee simple of that certain real property described in Exhibit A-1 and depicted in Exhibit B-1 attached hereto (the "Additional Protected Property"), which Additional Protected Property adjoins the Original Protected Property, consists of approximately 11.09 acres in three tax parcels, and contains conservation values within the range of the Conservation Values of the Original Protected Property. The Additional Protected Property is a portion of three legal parcels comprising the whole of Lots 1, 2 and 3, "ELYSIAN MEADOWS," as per plat recorded on October 7, 2003, under Auditor's File No. 200310070060, records of Skagit County, Washington, and

including two tax parcels, P42509, of approximately 1.46 acres, and P42580, of approximately 1.02 acres, not included in the Additional Protected Property (“Lots 1-3 Elysian Meadows Property”).

- 1.4. The Additional Protected Property would be a desirable property for residential or commercial development because of its location, views, topography, size and orientation which, in the absence of this Second Easement Amendment, could be developed in a manner that would destroy its conservation values.
- 1.5. In recognition of the importance of the Additional Protected Property, the Washington State Salmon Recovery Board, administered by the Recreation and Conservation Office of the State of Washington (“RCO”), has provided grant funds (Project: 20-1326) to assist in securing a conservation easement on the Additional Protected Property. RCO provided similar funding to assist in securing a conservation easement on the Original Protected Property, the State of Washington investment in which is secured by that certain Assignment of Rights, recorded on July 1, 2010 in the official records of Skagit County, Washington, under Auditor’s File No. 201007010057 (“Assignment of Rights”).
- 1.6. Grantor and Grantee now desire to extend the permanent protections for the Original Protected Property under the Original Conservation Easement to the Additional Protected Property through this Second Easement Amendment.
- 1.7. Grantee agrees by accepting this grant to honor the intentions of Grantor stated in the Original Conservation Easement and herein to protect in perpetuity the conservation values of the Additional Protected Property for the benefit of this generation and the generations to come.
- 1.8. Nothing in this Second Easement Amendment affects the perpetual duration of the Original Easement, and all other provisions of the Original Easement shall remain unchanged.
- 1.9. The foregoing recitals are incorporated into this Second Easement Amendment by this reference.

NOW THEREFORE, for the reasons stated above, and in consideration of the mutual covenants, terms, conditions, and restrictions contained herein, and for valuable consideration, the receipt of which is acknowledged hereby, Grantor, as owner of the Original Protected Property and the Additional Protected Property, and Grantee, as beneficiary of the covenants, conditions and restrictions over the Original Protected Property set forth in the Original Easement, hereby amend the Original Easement as follows:

2. AMENDMENT

- 2.1 Grantor hereby voluntarily grants, conveys, and warrants to Grantee a conservation easement in perpetuity over the Additional Protected Property. This is a conveyance of an interest in real property under the provisions of RCW 64.04.130 and 84.34.210. A payment of Three Hundred and Twenty Five-Thousand dollars (\$325,000.00) is made by Grantee to Grantor, in consideration of the conveyance, the receipt of which is acknowledged. The Additional Protected Property, as described in Exhibit A-1 and depicted in Exhibit B-1 hereto, both of which exhibits are incorporated herein by reference, is hereby made part of the Protected Property under the Original Easement and made subject to all of the terms and conditions of the Original Easement, except as specifically provided herein.
- 2.2 From and after the Effective Date of this Second Easement Amendment, all references to the "Protected Property" within the Original Easement shall include the Original Protected Property and the Additional Protected Property. From and after the Effective Date of this Second Easement Amendment, all references to the "Habitat Conservation Zone" within the Original Easement shall include that approximately 10.75 acre portion of the Additional Protected Property within the Habitat Conservation Zone as shown on Exhibit B-1. From and after the Effective Date of this Second Easement Amendment, all references to the "Agricultural Zone" within the Original Easement shall include that approximately 0.34 acre portion of the Additional Protected Property within the Agricultural Zone as shown on Exhibit B-1.
- 2.3 Grantor hereby grants to Grantee all development rights that are now or hereafter allocated to, implied, reserved, or inherent in the Additional Protected Property. Grantor and Grantee agree that such development rights now or hereafter associated with the Additional Protected Property, *notwithstanding anything in the Original Easement to the contrary*, are terminated and extinguished, and may not be used on or transferred to any portion of the Protected Property as it now or hereafter may be bounded or described, or to any other property adjacent or otherwise, nor used for the purpose of calculating permissible lot yield of the Protected Property or any other property.
- 2.4 The specific conservation values of the Additional Protected Property are documented in an inventory of relevant features of the Additional Protected Property, dated March 4th, 2022, a copy of which is on file at the offices of both Grantor and Grantee, is signed by each party, and is incorporated into this Second Easement Amendment by this reference ("Additional Baseline Documentation"). The Additional Baseline Documentation consists of reports, maps, photographs, and other documentation that provide, collectively, an accurate representation of the Additional Protected Property at the time of this grant and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this grant. A summary of said documentation is contained in Exhibit G-1 ("Baseline Report Summary for Additional Protected Property"). From and after the Effective Date of this Second Easement Amendment, all references to the

"Baseline Documentation" within the Original Easement shall, with respect to the Additional Protected Property, include the Additional Baseline Documentation. From and after the Effective Date of this Second Easement Amendment, all references to "Conservation Values" within the Original Easement shall include the conservation values of the Original Protected Property under the Original Easement and the conservation values of the Additional Protected Property as described in the Additional Baseline Documentation and in this Second Easement Amendment.

2.5 Grantor and Grantee agree that the conveyance of this Second Easement Amendment gives rise, for purposes of this paragraph, to a property right immediately vested in Grantee, with a fair market value that is at least equal to the proportionate value that the rights conveyed hereby bear to the value of the Lots 1-3 Elysian Meadows Property as a whole. The proportionate value of Grantee's property rights is a percentage of the value of the Property as a whole that never changes as set forth in Treas. Reg. § 1.170A-14(g)(6)(ii) or any successor regulation. Grantee is absolutely entitled to the proportionate share of any extinguishment proceeds resulting from extinguishment of Grantee's interest in the Lots 1-3 Elysian Meadows Property as a whole. Such proportionate share ratio is 0.65 (65 percent of the unencumbered value of the Lots 1-3 Elysian Meadows Property), determined by (1) the \$325,000 purchase price of the Second Easement Amendment (numerator), over (2) the \$500,000 fair market value of the Lots 1-3 Elysian Meadows Property as a whole on the Effective Date of this conveyance (denominator).

2.6 Grantor hereby acknowledges its authorization and approval of an amendment of the Assignment of Rights to extend the rights held by the State of Washington through RCO under the Assignment of Rights to the Second Easement Amendment ("Amendment of Assignment of Rights"). This Amendment of Assignment of Rights shall be substantially in the form attached to this Second Easement Amendment as Exhibit H-1.

3. GENERAL PROVISIONS

- 3.1. The Original Easement is hereby ratified and affirmed and shall continue in full force and effect except as expressly modified by this Second Easement Amendment. The undersigned Grantor and the undersigned Grantee expressly intend that the Original Easement as modified by this Second Easement Amendment shall be binding upon, and inure to the benefit of Grantor and Grantee, and the respective successors and assigns of each and shall continue as a servitude running in perpetuity with the Protected Property.
- 3.2. From and after the Effective Date of this Second Easement Amendment, all references to the "Easement" within the Original Easement and First Easement Amendment shall mean the Original Easement and First Easement Amendment as modified by the Second Easement Amendment.
- 3.3. From and after the Effective Date of this Second Easement Amendment, all references to the exhibits to the Easement shall be composed of the following:

- 3.3.1. Legal Description of the Protected Property – Exhibit A (Original Protected Property) and Exhibit A-1 (Additional Protected Property)
 - 3.3.2. Site Map – Exhibit No. 1 (Original Protected Property) and Exhibit B-1 (Additional Protected Property)
 - 3.3.3. Recorded Survey of 2003 Subdivision – Exhibit C
 - 3.3.4. Legal Description of Habitat Conservation Zone of Original Protected Property – Exhibit No. 2
 - 3.3.5. Legal Description of Agricultural Zone of Original Protected Property – Exhibit No. 3
 - 3.3.6. Legal Description of Building Zone – Exhibit No. 4
 - 3.3.7. Baseline Report Summary – Exhibit G (Original Protected Property) and Exhibit G-1 (Additional Protected Property)
 - 3.3.8. Example Assignment of Rights Document – Exhibit H (Original Protected Property) and Exhibit H-1 (Additional Protected Property)
- 3.4. The “Effective Date” of this Second Easement Amendment shall be the date on which this Second Easement Amendment has been fully executed, acknowledged and recorded in the official records of Skagit County, Washington.
- 3.5. This instrument may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same document, binding all of the Parties hereto, notwithstanding all of the Parties are not signatory to the original or the same counterparts. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

TO HAVE AND TO HOLD unto the said *Grantee and Grantee, and their successors and assigns forever.*

IN WITNESS WHEREOF, the undersigned Grantor has executed this instrument this 28th day of JUNE, 2022.

GRANTOR

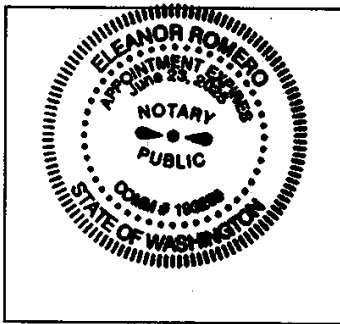
Gerrit Jan van den Engh
 Gerrit Jan van den Engh

Barbara Jo Trask
 Barbara Jo Trask

STATE OF WASHINGTON)
) ss.
 COUNTY OF Skagit)

I certify that I know or have satisfactory evidence that Gerrit Jan van den Engh and Barbara Jo Trask are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: June 28, 2022



(Use this space for notarial stamp/seal)

Eleanor Romero
 Notary Public
 Print Name Eleanor Romero
 My commission expires 6/23/2025

The Skagit Land Trust, a Washington nonprofit corporation, does hereby accept the above Second Amendment to Grant Deed of Conservation Easement.

Dated: 6-24-22

GRANTEE

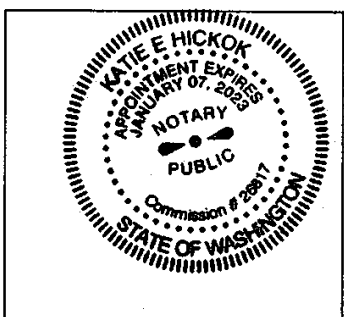
Skagit Land Trust,
a Washington nonprofit corporation

By: *Mark Hitchcock*
Mark Hitchcock, Its President

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that Mark Hitchcock is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the President of Skagit Land Trust, a Washington nonprofit corporation to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 6-24-22



(Use this space for notarial stamp/seal)

Kate E Hickok
Notary Public
Print Name Kate E Hickok
My commission expires 1-7-23

Note: Exhibit numbering follows pattern from original conservation easement deed.

EXHIBIT A-1

**Legal Description of Additional Protected Property
(Skagit County Assessor's Parcel Numbers P121056, P121057 and P121058)**

Lot 1, Elysian Meadows, as per plat recorded October 7, 2003, under Skagit County Auditor's File No. 200310070060, records of Skagit County, Washington;

EXCEPT any portion thereof lying within the Southeast $\frac{1}{4}$ of Section 11, Township 35 North, Range 7 East, W.M.

TOGETHER WITH Lot 2, said plat of Elysian Meadows,

EXCEPT any portion thereof lying within the West 2 rods of the Northwest $\frac{1}{4}$ of Section 13, Township 35 North, Range 7 East, W.M.

AND TOGETHER WITH Lot 3, said plat of Elysian Meadows

AND TOGETHER WITH ingress and egress rights as established in that instrument recorded on October 29, 2004, under Skagit County Auditor's File No. 200410290028.

ALL BEING SUBJECT TO and TOGETHER WITH easements, reservations, restrictions, covenants, liens, leases, court causes and other instruments of record.
Situate in the County of Skagit, State of Washington.

EXHIBIT B-1

Map of the Additional Protected Property



NOTE: The boundary line between the Agriculture Zone and the Habitat Conservation Zone additions shown on the map has endpoint coordinates of 48° 31' 44.960" N 121° 51' 6.729" W and 48° 31' 44.028" N 121° 51' 10.095" W (NAD 1983 StatePlane Washington North FIPS 4601 Feet).

EXHIBIT G-1**Baseline Report Summary of Additional Protected Property**

March 4th, 2022
Regina Wandler, MEH
Stewardship Director, Skagit Land Trust

Note – This baseline includes both area protected via the 2006 conservation easement, as well as area added to the original conservation easement via an amendment process in 2022. The original 2006 Baseline Report, and this Baseline Report, are both on file at the Skagit Land Trust office.

BIRDSVIEW - ELYSIUM Conservation Easement – Skagit Land Trust

Grantor Information: Barbara Trask and Ger van den Engh

Location: S of Hwy 20, N of Skagit River
Concrete, WA 98237
Skagit County, Washington
Portions of S12 and S13, T35, R07

Legal Description: *Full legal description shown in Exhibit A.*

Assessor's Tax Parcel #'s (and acreage): P121056 (2.77); P121057 (3.65); P121058 (4.67);
P121059 (4.85); P121060 (5.66); P121061 (5.09);
P121062 (48.73); P121063 (4.75); P121064 (5.09);
P121065 (that portion running through lots 4 – 8);
P109565 (5.9); P109566 (4.25); P42536 (18.7); and
P42556 (8.8)

Skagit Land Trust (Grantee) Contact: Skagit Land Trust
PO Box 1017, Mount Vernon, WA 98273
(360) 428-7878

Property Information

Acres: 123.09 acres

Number of Homes: 1

Elevation: 150-190 ft.

County Zoning: Agriculture

Survey: The Property was surveyed in 2003 (recorded AF#200310070060), and the original easement zones were surveyed in 2007 (recorded AF#200710170079).

Driving Directions: From Mount Vernon, drive north on I-5 and turn right (east) on Hwy 20. After passing the community of Birdsvie, turn right (south) onto NE Cape Horn Rd. Turn left (south) onto Elysian Ln, a private road that access the protected property.

Boundaries:

Skagit Land Trust (SLT) staff re-located the boundaries of the protected area by referencing and measuring from known property corners, and re-marked all boundaries with fenceposts, SLT tree tags, and flagging prior to amending the easement in 2022.

Site Overview

The Protected Property features approximately 1.3 miles of forested Skagit River shoreline, over 70 acres of forest and about 45 acres of agricultural fields.

There are several buildings on site, all of which are located within the Building Zone. The protected property contains a foot trail system that may be accessed through the owners homesite. The agricultural fields are being primarily being utilized as hayfields (with a small portion utilized as sheep pasture).

The protected area contains three zones; the Building Zone (6.5 acres), Agricultural Zone (45.35 acres), and Habitat Conservation Zone (71.24 acres).



Geographic Context

The protected property is on a peninsula extending into the Skagit River on the north side of the Skagit River, in Birdsvie, Skagit County, Washington. Other nearby land ownership is primarily private residential and / or agricultural. SLT owns land roughly a mile to the east (Hurn Field / Pressentin Ranch), and roughly a 1.5 miles to the west (Grandy Creek). Rasar State Park lies less

than 2.5 mile to the west. The town of Concrete is the closest population center, and is located about 2.5 miles to the east.



Map above: Nearby protected lands

Geology

Landforms

The protected property is located on a peninsula on the north side of the Skagit River, with river adjacent to portions of the north, east and south boundaries. On the protected property, the eastern end is lower and floods during high water events, while the northwest portion of the property is on a terrace and generally located out of the 100 year floodplain.

Soils

- USGS Soil Type: 104 – Pilchuck loamy sand, 0-8 percent slopes; Over half of area
- USGS Soil Type: 88 – Larush silt loam; About 20% of area
- USGS Soil Type: 5 – Barneston gravelly ashy loam, 0-8 percent slopes; Less than 20% of area

- USGS Soil Type: 12 – Birdsvie loamy sand, 0-8 percent slopes; Less than 2% of area

The lower eastern portion of the protected property is Pilchuck loamy sand. This soil is very deep, excessively drained and was formed by alluvium in floodplains. The southwest portion of the property is Larush silt loam, which is very deep, well drained, and also formed by alluvium in terraces and floodplains. Up on the terrace in the northwest portion of the property, Barneston gravelly ashy loam and Birdsvie loamy sand are similarly deep and well drained, but were formed from volcanic ash and gravelly glacial outwash parent material. Soil map and information was retrieved via USDA's Web Soil Survey.



Map above (left): Soil map showing location of the soils above; Map above (right): Lidar imagery of protected area, illustrating the topography & location of the floodplain & terrace portions of the property.

Hydrology

The Skagit River generally flows down the Skagit River valley to the Salish Sea (east to west), but as this property is on a peninsula extending into the river, it flows around this property (so first flows east along the north boundary, then south along the east boundary, then west along the south boundary). The eastern and majority of the southern portions of the property are within the Skagit's 100 year floodplain. In 2006, staff noted that there appeared to be a new channel

forming across the pasture, from north to south, which water moved through during high water events. The situation has not changed, though future flood events may establish a more permanent channel. In the meantime, the erosion that occurs during flood events carries away the top soils and exposes the underlying cobbles, causing a decline in pasture quality in that area. That high water channel is just visible in the lidar imagery in the Geology section, above. There are other high water channels across the peninsula in the forest as well, indicated with exposed cobbles.

Priority Habitats and Species

According to National Wetland Inventory and WDFW Priority Habitat and Species (PHS) data, there are Instream, Riparian, Rural Natural Open Space and Freshwater Forested / Shrub Wetlands habitat areas located within and adjacent to the property.

The following listed species are found on the Protected Property or in the adjacent river: Chinook salmon, bull trout and bald eagles. Chinook salmon use the river adjacent to the Property for spawning and juvenile migration. Bull trout use this habitat for rearing, migration and foraging. Pacific lamprey (*Lampetra tridentata*), a federal candidate species, is also present in the Skagit River adjacent to the Protected Property. There is a PHS record of occurrence of Northern Spotted Owl, a federal threatened species, in the township.

Foraging and nesting habitats are also present on the property for Vaux's swift, pileated woodpeckers, bald eagles and several species of bats. Bald eagles use the riparian area adjacent to the river as day and night roost habitat, and for foraging. There has long been an active bald eagle nest at the forest-pasture edge. PHS data also maps the area as habitat with regular concentrations of elk. More than 80 elk have been seen on the Protected Property, feeding in the pasture and finding shelter in the adjacent forests.

Skagit River: The river adjacent to the Protected Property contains habitats for many species of salmon and steelhead, including Evolutionarily Significant Units (ESUs) for coho, Chinook, fall chum, steelhead and bull trout. More specifically, the area provides spawning habitat for fall runs of Chinook and chum salmon, as well as pink salmon, and winter steelhead. Coho, sockeye and bull trout are reared in the waters surrounding the Protected Property and spring and summer runs of Chinook and summer steelhead have been documented in these waters (WDFW SalmonScape). This is an area of important Chinook spawning habitat as identified in aerial counts of redds - two areas of between 6 and 20 Chinook redds each, and one area with 5 or fewer Chinook redds, have been identified along this shoreline (PSE 2002).

Forest: The forested portion of the Protected Property is an uncommon remnant of forest on a peninsula in the Skagit River. Several similar peninsulas in the Skagit River have long been cleared or developed for residential use. PHS shows there is an approximately 2.5 acre forested wetland

in the eastern portion of the property. The forest is generally in good condition. It is a maturing forest with a mixture of deciduous and coniferous tree species. The oldest trees in the forest may be 95 to 105 years old, but most are 55 to 65 years old. Erosion and accretion processes are occurring on the property as the river removes material from the north property edge and deposits material downstream, extending the peninsula to the east. Concentric rings of successively younger deciduous trees marks the growth of the peninsula outward from the pasture. There are a number of non-native, invasive species in the forest, such as Scotch broom and knotweed. Although total eradication of these species is ideal, it is likely that new populations will arise after future flood events.

The forest on this property performs many functions that protect the water quality downstream. As floodwaters pass over the peninsula, the presence of trees and shrubs protects the land from erosion and traps sediments carried by the water from upstream. There is also an exchange of nutrients, some leaving the site, while others are accumulated in the forest. Not only is sediment and plant debris captured in this forest, but after a flood it is not unusual to find salmon carcasses far from the shoreline. In this way nutrients from the sea are transported and made available to the lands surrounding the river.

Fields: The fields in the Agricultural Zone protect a substantial piece of farmland in the floodplain of the Skagit River, an ever-decreasing asset as the valley becomes more populated and subdivided into smaller lots for residential use. This farmland supports local agricultural operations, while also providing open space for native species of songbirds and bats. It is also used by herds of elk - sometimes as many as 80 animals in the fall and winter months. The combination of field and forest lands on this property results in a large variety of habitats and species using the property. If the fields were not maintained, the land would likely revert to native forest over time.

Vegetation

The following lists contain species which have been observed on site. Additional, not yet observed species are most likely also utilizing the site.

Native, naturalized and planted species:

American Vetch
Baldhip Rose
Beaked Hazelnut
Bigleaf Maple
Bitter Cherry
Black Cottonwood
Black Hawthorn
Black Medic
Black Twinberry
Bladder Campion
Broad-leaved Starflower
California Poppy

Camas quamash
Cascara
Chestnuts
Cleavers
Collomia grandiflora
Common Dandelion
Common Deadnettle
Common Snowberry
Creeping Buttercup
Creeping Charlie
Daisy - Erigeron annuus
Douglas-Fir

Dull Oregon-Grape
Evening Primrose
Fendler's Waterleaf
Field Chickweed
Filberts
Foamflower
Fringecup
Grand Fir
Gummy Gooseberry
Hairy Cat's-Ear
Hairy Honeysuckle
Hedge nettle (Stachys)

Highbush Cranberry
 Hooker's Fairybells
 Indian Plum
 Jewelweed
 Large-leaved Avens
 Large-leaved Lupine
 Leafy Aster
 Miner's lettuce
 Mock Orange
 Nootka Rose
 Ocean Spray
 Oxalis sps
 Pacific Bleeding-Heart
 Pacific Crab Apple
 Pacific Ninebark
 Pacific Rhododendron
 Pathfinder
 Pearly Everlasting
 Piggy-back Plant
 Plantain
 Prunus sps (fruit trees)
 Purple-leaved Willowherb
 Red Alder

Red clover
 Red Elderberry
 Red flowering Currant
 Red Huckleberry
 Red Osier Dogwood
 Salal
 Salmonberry
 Saskatoon
 Scouler's Willow
 Self-Heal
 Sheep Sorrel
 Shepherd's Purse
 Siberian Miner's Lettuce
 Sitka Spruce
 Small Hop Clover
 Small-flowered Forget-me-not
 Smooth Hawksbeard
 Speedwell
 Star-Flowered False Salmon-Seal
 Stinging Nettle
 Sweet Coltsfoot
 Tall Bluebells
 Thimbleberry

Tiger Lily
 Trailing Blackberry
 Vanilla Leaf
 Vine Maple
 Viola sps.
 Western Buttercup
 Western Dock
 Western Flowering Dogwood
 Western Hemlock
 Western Red Cedar
 Western Trillium
 Western Trumpet Honeysuckle
 Western White Pine
 Western Spring Beauty
 White Clover
 White Sweet Clover
 Wild Strawberry
 Wood Groundsel
 Yarrow
 yellow deadnettle
 Yellow Rattle
 Yellow-Cedar
**Typical garden plants in gardens*

Non-Native Weeds and Escaped Ornamentals:

Himalayan Blackberry
 Clematis Traveler's Joy
 Herb-Robert
 Scotch Broom
 Japanese Knotweed
 Field Bindweed
 Anise
 Dianthus

Western St-John's Wort
 Common Burdock
 Canada Thistle
 Holly
 English Ivy
 Saponaria officinalis (soapwort)
 Common Tansy
 Golden Rain Tree

English walnut
 Lilac
 Creeping Buttercup
 Foxglove
 Creeping Charlie
 European Bittersweet
 Great Mullein
 Oxeye Daisy

Plant list provided by the landowners (Trask and Engh, 2021)

Wildlife and Habitat

The forest provides habitat for a wide range of species. There is cover for resting, nesting, and hiding from predators or the elements. Diverse native understory shrub species, and other vegetation and insects throughout the forest, provide food. There are trees in a wide range of decay, including snags appropriate for nesting and cavity dwelling animals. The landowners have observed a wide range of native species utilizing the wetlands, fields and forests of the property.

This protected area adjoins other open space and working agricultural lands, providing connectivity within a much larger landscape and benefiting species that need space to roam. Development is a threat in immediately surrounding areas, making this corridor even more valuable in the future.

Observed Wildlife Species

The following lists contain species which have been observed on site. Additional, not yet observed species are most likely also utilizing the site.

Amphibians, Reptiles, Fish

Common Garter Snake
Rough-Skinned Newt

Western Toad
Frog sps.

Commonly see spawned out
salmon, various sps.

Birds

Alder Flycatcher
American Crow
American Dipper
American Goldfinch
American Kestrel
American Robin
Anna's Hummingbird
Bald Eagle
Band-tailed Pigeon
Bank Swallow
Barn Owl
Barn Swallow
Barred Owl
Barrow's Goldeneye
Belted Kingfisher
Black Phoebe
Black-capped Chickadee
Black-headed Grosbeak
Black-throated Sparrow
Brown Creeper
Brown-headed Cowbird
Bufflehead
California Quail
Canada Goose
Cedar Waxwing
Chestnut-backed Chickadee
Chipping Sparrow
Common Goldeneye
Common Merganser
Common Nighthawk
Common Raven
Cooper's Hawk
Dark-eyed Junco
Double-crested Cormorant
Downy Woodpecker

Eastern Kingbird
Eastern Meadowlark
Eurasian Collared-Dove
European Starling
Evening Grosbeak
Fox Sparrow
Golden-crowned Kinglet
Golden-crowned Sparrow
Great Blue Heron
Great Horned Owl
Hairy Woodpecker
Harlequin Duck
Herring Gull
House Sparrow
House Wren
Lazuli Bunting
Long-billed Curlew
Long-eared Owl
Merlin
Mourning Dove
Northern Flicker
Northern Harrier
Northern Rough-winged Swallow
Northern Saw-whet Owl
Olive-sided Flycatcher
Orange-crowned Warbler
Osprey
Pacific Wren
Pacific-slope Flycatcher
Pileated Woodpecker
Pine Siskin
Purple Finch
Red-breasted Nuthatch
Red-breasted Sapsucker
Red-tailed Hawk

Rough-legged Hawk
Ruby-crowned Kinglet
Ruffed Grouse
Rufous Hummingbird
Savannah Sparrow
Say's Phoebe
Sharp-shinned Hawk
Snow Goose
Song Sparrow
Spotted Sandpiper
Spotted Towhee
Steller's Jay
Swainson's Thrush
Tennessee Warbler
Townsend's Solitaire
Townsend's Warbler
Tree Swallow
Trumpeter Swan
Turkey Vulture
Varied Thrush
Vaux's Swift
Violet-green Swallow
Western Bluebird
Western Kingbird
Western Meadowlark
Western Tanager
White-crowned Sparrow
White-winged Crossbill
Willow Flycatcher
Wilson's Warbler
Wood Duck
Yellow-headed Blackbird
Yellow-rumped Warbler

Mammal

Bat sps, various
Beaver
Black Bear
Black-tailed Deer
Bobcat
Chickaree
Cougar
Coyote
Deer Mouse
Eastern Cottontail
Eastern Gray Squirrel
Elk
House Mouse
Little Brown Myotis
Norway Rat
Raccoon
River Otter
Short-tailed Weasel
Shrew sps
Townsend Mole
Townsend Vole

Species list provided by the landowners (Trask and Engh, 2021)

Human Environment and History

Current Use: The landowners utilize and maintain the protected area for agriculture and for low impact recreation on the trail system (see Site Map). The trail system does not connect to nearby public trails and is currently used exclusively by the landowners, immediate neighbors and their guests. **Structures & Built Environment:** There are 5 buildings in the Building Zone at this time. The current residence is a log structure with covered porches on 3 sides. The footprint of this structure, including the covered porches, is approximately 2,000 square feet. A large barn, dairy parlor, 2 open-sided sheds and the surrounding concrete cover approximately 11,000 square feet. These buildings date to the use of the property for dairy operations. The large barn and dairy parlor have been converted somewhat and are now used as a guest house, office, second kitchen and greenhouse. The other structures are currently used for agricultural purposes and farm equipment storage.

Elysian Lane, (a gated private driveway providing access to the Building Zone), and one well are both present in the area added to the Habitat Conservation Zone in this 2022 amendment. There is one minimal fence / barrier blocking vehicle access to a portion of the old location of Elysian Lane where the driveway leaves the Elysian Fields short plat right of way. These structures are shown in the map below. There are also several tree protection shelters scattered around the property, around 1-5 trees, which are constructed of wood and fencing materials, and which protect installed trees from elk.

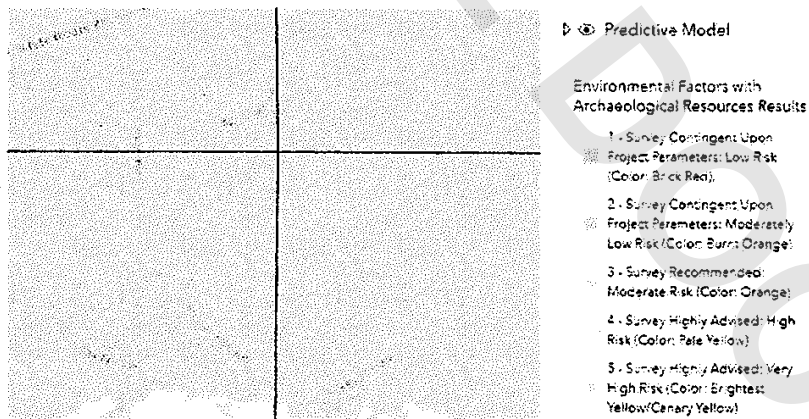


Land Use History: Several locally-prominent farming families have owned and farmed the Protected Property. The Youngquist family (grandparents of Mike and Jeanne Youngquist) owned the property in the mid-20th Century and sold the land to the Tennesons in the late 1970s. In the process of cleaning up the farm buildings the Tennesons discovered an old foundation and walls for a milking parlor that appeared to date to the 1930s, likely built under a federal aid program. They reused those structures in the buildings presently on the site. The

Tennesons kept a small number of milking cows to demonstrate the production capabilities of their animals. The primary purpose of the herd was to produce breeding stock and sperm for export. In 1992 the Tennesons sold their milk cows and kept a small beef herd there until they sold the property in 1995. Cavalero Estates purchased the property from Tenneson in 1995 and sold it shortly after that, in 1996, to Port Gardner Timber. Under Port Gardner Timber's ownership the property was subdivided into 9 lots intended for residential use. This owner thinned the forest in the lots along Elysian Lane, leading into the Protected Property. In 2004 and 2005 all the lots were sold to the current owners, Barbara Jo Trask and Gerrit Jan van den Engh.

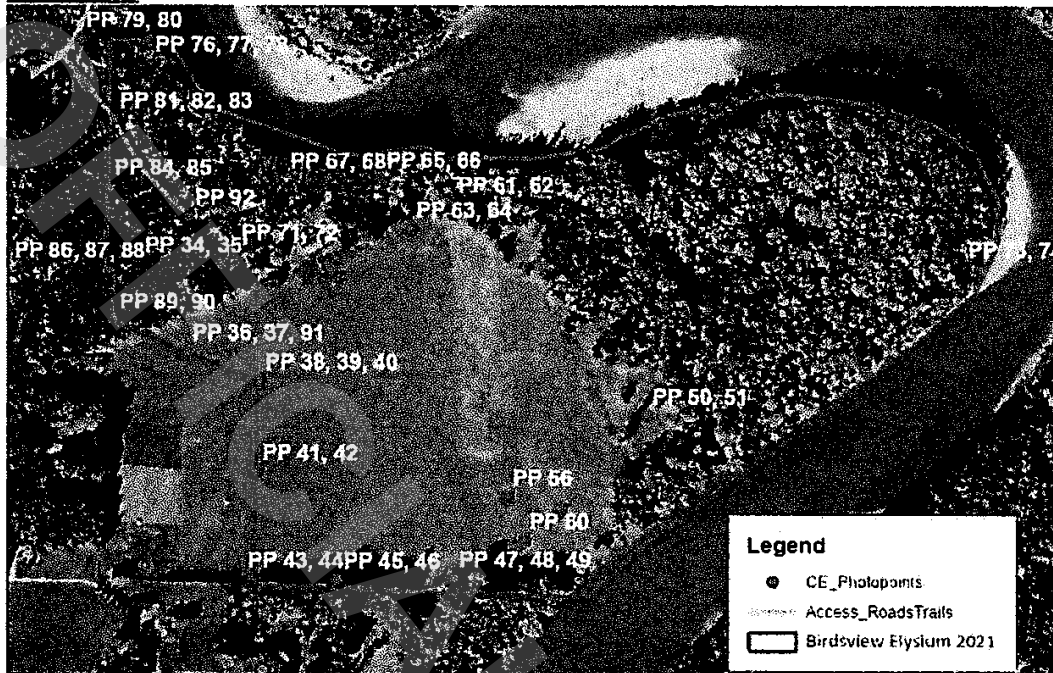
Since the current landowners took ownership, they removed more than half of the asphalt road that Port Gardner had installed for the development and reverted that area to pasture, garden and wooded area. They removed several long spans of barbed-wire fencing from the agricultural area, and also removed two large open sheds and a large expanse of concrete pavement used in the prior dairy operation. In 2007, SFEG implemented a restoration and stewardship plan to improve the riparian buffer adjacent to the agricultural fields, but the planting did not have high survival. In 2021, SRSC planted over 7000 trees in areas where the river has cut through during recent flood events and to increase the width of the vegetated buffer along the river.

Cultural Resources: The property is mapped as very high risk for encountering archeological artifacts in the Washington Information System for Architectural & Archaeological Records Data. Risk is higher immediately surrounding the wetland and low on the south terrace.



Map above: Cultural resource predictive model map.

Photopoints

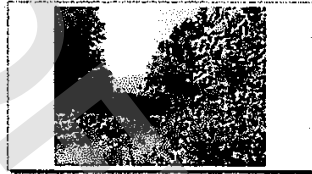


PP_Name	Direction	Lat	Long	Notes	Date_Est
PP 34, 35	S 22 W, N 22 E	48° 31' 47.09879537" N	121° 51' 05.41982149" W		4/19/2007
PP 36, 37, 91	S 67 E, N 22 E, NW	48° 31' 43.36901737" N	121° 51' 07.60340149" W		4/19/2007
PP 38, 39, 40	S, N 67 W, S 67 E	48° 31' 42.18305413" N	121° 51' 02.93420702" W		2007/04/19
PP 41, 42	N, S	48° 31' 38.34923637" N	121° 51' 03.06482406" W		4/19/2007
PP 43, 44	E, N	48° 31' 33.79307561" N	121° 51' 03.31586804" W		2007/04/19
PP 45, 46	N, E	48° 31' 33.82421610" N	121° 50' 57.73784575" W		2007/04/19
PP 47, 48, 49	N 45 E, W, E	48° 31' 33.97079481" N	121° 50' 50.33522811" W		2007/04/19
PP 50, 51	N 42 W, S 57 W	48° 31' 40.97194606" N	121° 50' 38.16469108" W		2007/04/19
PP 52, 53	NE, S 69 W	48° 31' 36.98969398" N	121° 50' 43.59914895" W		4/19/2007
PP 56	SE	48° 31' 37.45433368" N	121° 50' 46.97102680" W		4/19/2007
PP 60	N 26 E	48° 31' 35.61545398" N	121° 50' 45.82544802" W		4/19/2007
PP 61, 62	S 89 W, S 32 E	48° 31' 49.80635444" N	121° 50' 50.72582533" W		2007/04/19
PP 63, 64	N 84 E, N 29 W	48° 31' 48.70727324" N	121° 50' 53.42222521" W		2007/04/19
PP 65, 66	S 80 W, S 29 E	48° 31' 50.78381449" N	121° 50' 55.39676160" W		4/19/2007
PP 67, 68	N 81 E, N 72 W	48° 31' 50.69945418" N	121° 50' 58.79258364" W		4/19/2007
PP 69, 70, 75	S 22 W, S 72 E, NW	48° 31' 51.40913515" N	121° 51' 02.75048269" W		4/19/2007
PP 71, 72	S 22 W, N 22 E	48° 31' 47.63045478" N	121° 51' 04.52828093" W	Access rd moved, no longer next to these	4/19/2007
PP 73, 74	N, SW	48° 31' 47.36926972" N	121° 50' 16.99568872" W		5/22/2019
PP 76, 77, 78	N, W, S	48° 31' 56.45741691" N	121° 51' 10.18183794" W	In gully, adjacent to river erosion	12/6/2021
PP 79, 80	E, SW	48° 31' 56.53541663" N	121° 51' 14.60383783" W		12/6/2021
PP 81, 82, 83	N, E, S	48° 31' 53.13941373" N	121° 51' 12.40183863" W		12/6/2021
PP 84, 85	N, S	48° 31' 50.31329711" N	121° 51' 12.63668594" W		12/6/2021
PP 86, 87, 88	N, E, S	48° 31' 46.80793226" N	121° 51' 12.70055566" W		12/6/2021
PP 89, 90	N, SEE	48° 31' 44.62362342" N	121° 51' 12.24663607" W		12/6/2021
PP 92	SE	48° 31' 49.10141572" N	121° 51' 07.54183951" W	Looking down former ROW	12/6/2021

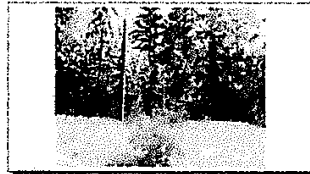
PP's 34-72 were established in the original CE baseline and most were updated 2018-2020.

PP's 73-74 were added in 2019, and PP's 75-92 were added in this amendment.

Birdsview Elysium 2021 CE Amendment Photopoints



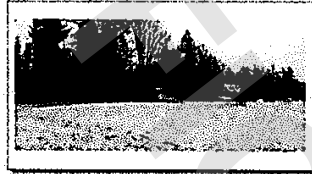
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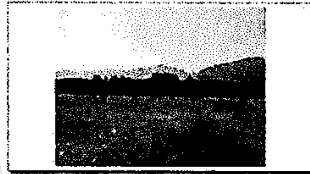
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BirdsviewElysium.2018.08.08.PP36



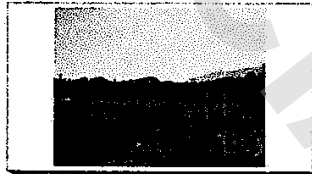
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BirdsviewElysium.2018.08.08.PP38



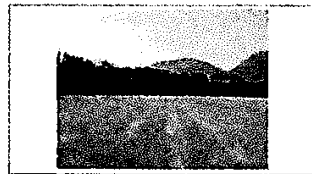
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BirdsviewElysium.2018.08.08.PP40



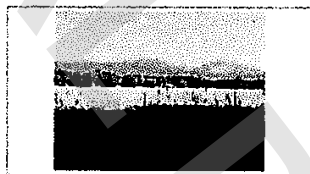
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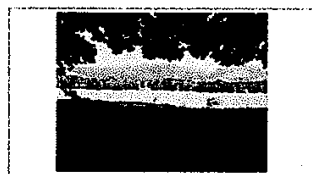
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BirdsviewElysium.2018.08.08.PP43



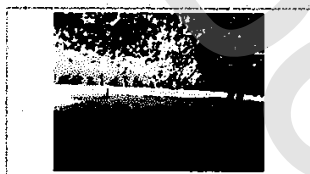
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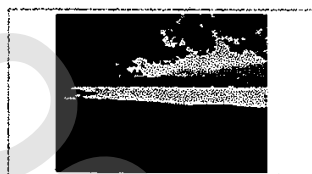
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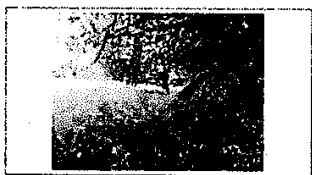
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BirdsviewElysium.2018.08.08.PP47



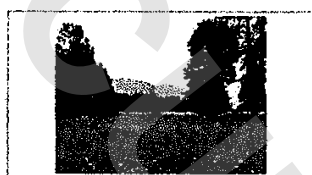
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BirdsviewElysium.2019.07.03.PP50

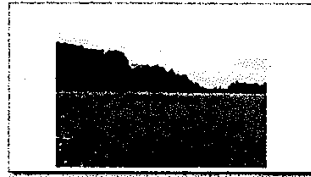


BirdsviewElysium.2020.07.18.PP51

Birdsview Elysium 2021 CE Amendment Photopoints



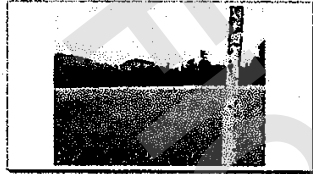
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Birdsview Elysium 2020.07.19.PP53



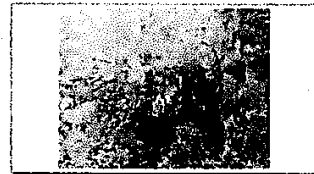
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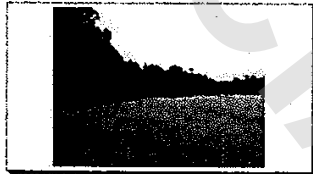
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Birdsview Elysium 2019.07.03.PP61



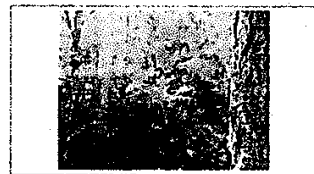
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Birdsview Elysium 2019.07.03.PP63



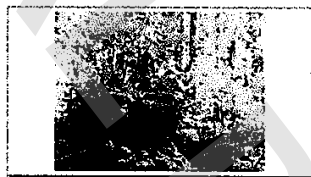
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Birdsview Elysium 2020.07.19.PP65



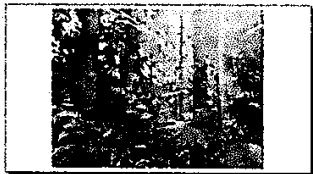
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Birdsview Elysium 2020.07.19.PP67



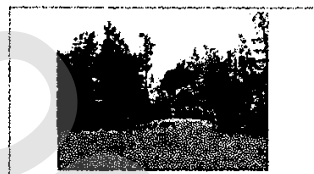
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Birdsview Elysium 2020.07.19.PP69



Birdsview Elysium 2020.07.19.PP70



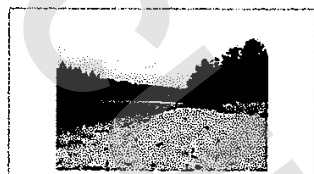
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Birdsview Elysium 2020.07.19.PP72



Birdsview Elysium 2019.07.03.PP73 N



Birdsview Elysium 2019.07.03.PP74 SW

Birdsview Elysium 2021 CE Amendment Photopoints



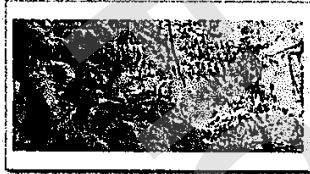
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BirdsviewElysium.2021.12.06.PP76



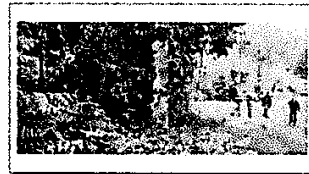
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BirdsviewElysium.2021.12.06.PP79



BirdsviewElysium.2021.12.06.PP80



BirdsviewElysium.2021.12.06.PP81



BirdsviewElysium.2021.12.06.PP82



BirdsviewElysium.2021.12.06.PP83



BirdsviewElysium.2021.12.06.PP84



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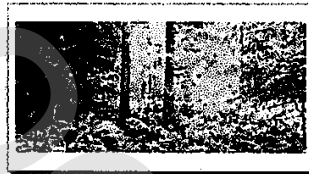
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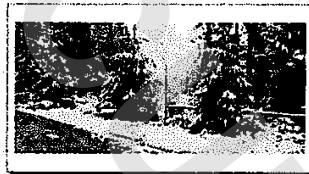
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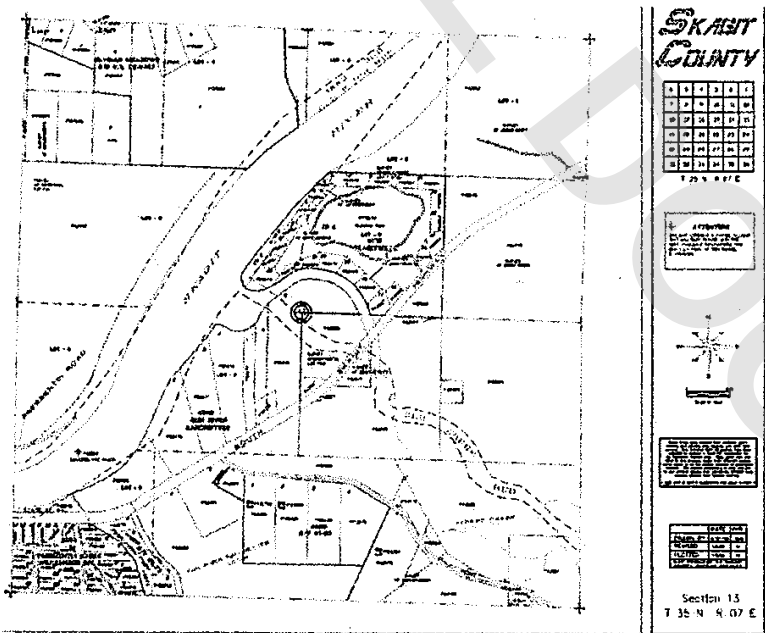
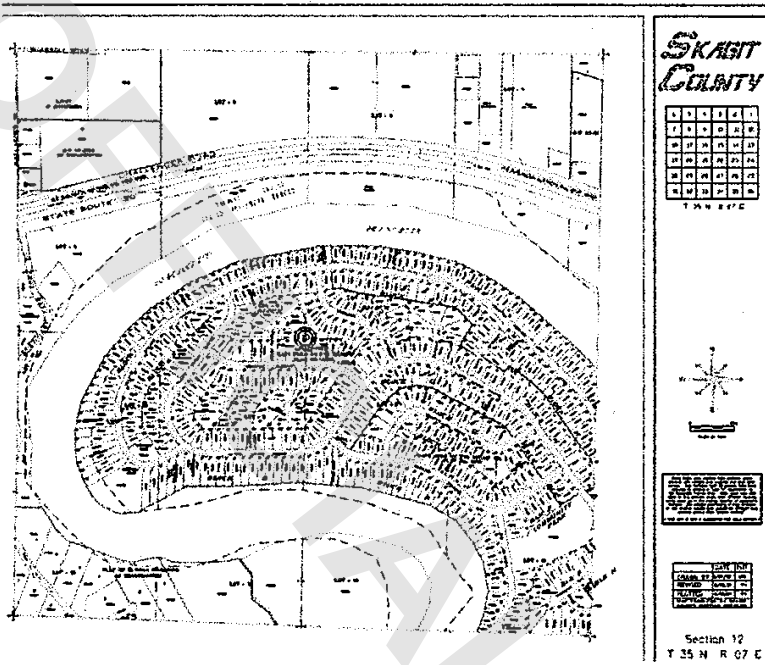


BirdsviewElysium.2021.12.06.PP91



BirdsviewElysium.2021.12.06.PP92

Assessor's Maps



References used to prepare this report

Puget Sound Energy (PSE), *Longitudinal distribution of Chinook redds in the middle Skagit River*, December 2002

Washington Department of Fish and Wildlife (WDFW) *Priority Species and Habitats*:
<http://wdfw.wa.gov/hab/phshabs.htm>

Department of Archaeology and Historic Preservation (DAHP) *WISAARD*:
<https://wisaard.dahp.wa.gov/Map>

WDFW *SalmonScape*: <http://wdfw.wa.gov/mapping/salmonscape/>

US Department of Agriculture (USDA) *Soil Survey of Skagit County Area, Washington*, Sept. 1989

US Fish and Wildlife Service (USFWS) Western Washington Office:
<http://www.fws.gov/westwafwo/>

USFWS *National Wetland Inventory*: <http://www.fws.gov/nwi/>

Additional documentation within the baseline file at Skagit Land Trust offices:

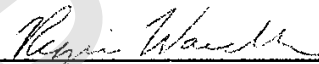
- Title report
- Photopoints (high resolution digital files)

In compliance with Section 1.170A-14(g)(5) of the federal tax regulations, this natural resources inventory is an accurate representation of the property at the time of conservation easement donation.



Barbara Trask, Grantor

date: 6/27/22



Regina Wandler
 Stewardship Director
 Skagit Land Trust, Grantee

date: 6/23/2022



Gerkit Jan van den Engh, Grantor

date: 6/28/22

EXHIBIT H-1

Example Amendment to Assignment of Rights

AFTER RECORDING RETURN TO:

Skagit Land Trust
P.O. Box 1017
Mt. Vernon, WA 98273

Please print or type information WASHINGTON STATE RECORDER'S Cover Sheet
(RCW 65.04)

Document Title(s) (or transactions contained therein): Amendment to Assignment of Rights
Reference Number(s) of Documents: <u>200612200141 (Original Easement);</u> <u>200912020043 (First Easement Amendment);</u> _____ <u>(Second Easement</u> <u>Amendment);</u> <u>201007010057 (Assignment of Rights)</u>
Additional reference numbers on page(s) _____ of document.
Grantor(s) (Last name, first name, initials) Skagit Land Trust <input type="checkbox"/> Additional names are on page(s) _____ of document.
Grantee(s) (Last name first, then first name and initials) The State of Washington <input type="checkbox"/> Additional names are on page(s) _____ of document.
Legal description (abbreviated: i.e. lot, block, plat or section, township, range) Lot 3 and PTNS Lots 1 and 2, Elysian Meadows <input type="checkbox"/> Additional legal description is on Page _____ of this document.
Assessor's Property Tax Parcel/Account Numbers P121056/4823-000-001-0000; P121057/4823-000-002-0000; and P121058/4823-000-003-0000
The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

AMENDMENT TO ASSIGNMENT OF RIGHTS

This AMENDMENT TO ASSIGNMENT OF RIGHTS ("**Amendment**") is made by Skagit Land Trust, a Washington nonprofit corporation, having an address of P.O. Box 1017, Mt. Vernon, WA 98273 (the "**Assignor**"), and THE STATE OF WASHINGTON, through the Salmon Recovery Funding Board (SRFB) administered by the Recreation and Conservation Office (RCO), having an address PO Box 40917, Olympia, WA 98504-0917 ("**State**") (each a "**Party**", collectively the "**Parties**") with reference to that certain Grant Deed of Conservation Easement, recorded on December 20, 2006 in the official records of Skagit County, Washington, under Auditor's File Number 200612200141 ("**Original Easement**") as amended by that certain Amendment to Grant Deed of Conservation Easement (to add legal descriptions of subareas only), recorded on December 2, 2009 in the official records of Skagit County, Washington, under Auditor's File No. 200912020043 ("**First Easement Amendment**") and as amended by that certain Second Amendment to Grant Deed of Conservation Easement (to provide conservation easement protection over additional property), recorded on _____, 2022 in the official records of Skagit County, Washington, under Auditor's File No. _____ ("**Second Easement Amendment**"), and the assignment of rights for access to and stewardship of the property covered by the Original Easement as amended by the First Easement Amendment, recorded on July 1, 2010 in the official records of Skagit County, Washington, under Auditor's File Number 201007010057 ("**Assignment of Rights**"). Capitalized terms used in this Amendment that are not defined herein shall have the meanings set forth in the Assignment of Rights.

1. RECITALS

- 1.1. In 2010, Assignor assigned to and in favor of the State the Assignment of Rights, which Assignment of Rights provided to the State certain rights for access to and stewardship of the property protected by the Original Easement as amended by the First Easement Amendment ("**Original Protected Property**"). Assignment of such rights was a necessary condition to receipt of State grant funding and the policies of the SRFB administered by the RCO. Such rights are valuable to the State in connection with ensuring protection of habitat under the terms of the Original Easement as amended by the First Easement Amendment and are particularly valuable because Assignor and Owner of the Original Protected Property have agreed that Assignor will retain all responsibility for obligations of the Assignor under the Original Easement as amended by the First Easement Amendment.
- 1.2. In 2022, Assignor and Owner entered into the Second Easement Amendment to extend the conservation easement protections to additional property adjacent to the Original Protected Property. The names and address of the Owner and the recording number of the Second Easement Amendment are set forth in Exhibit 1-1 attached hereto and incorporated herein. The legal description of the Additional Protected Property subject

to the Second Easement Amendment are set forth in Exhibit 2-1 attached hereto and incorporated herein.

- 1.3. Assignor and the State now desire to extend the rights assigned to and in favor of the State under the Assignment of Rights to cover the Additional Protected Property. Assignment of such rights is a necessary condition to receipt of State grant funding and the policies of the SRFB administered by the RCO expended in the acquisition of the Second Easement Amendment under Project Agreement Number 20-1326. Such rights are valuable to the State in connection with ensuring protection of habitat under the terms of the Second Easement Amendment, and are particularly valuable because Assignor and Owner of the Additional Protected Property have agreed that Assignor will retain all responsibility for obligations of the Assignor under the Second Easement Amendment.

2. ASSIGNMENT

NOW, THEREFORE, for an in consideration of monies coming in whole or in part from the State of Washington and in fulfillment of terms of Project Agreement Number 20-1326 identified herein, Assignor does hereby assign, transfer, set over, convey and deliver to the State individually, and as representative of all the people of the State, all of the Rights under the Original Easement as amended by the First Easement Amendment and the Second Easement Amendment to the Additional Protected Property as set forth in Exhibit 2-1 attached hereto. From and after the Effective Date of this Amendment, all references to the "Protected Property" within the Assignment of Rights shall include the Original Protected Property and the Additional Protected Property.

3. GENERAL PROVISIONS

- 3.1. The Assignment of Rights is hereby ratified and affirmed and shall continue in full force and effect except as expressly modified by this Amendment. The undersigned Assignor and the undersigned State expressly intend that the Assignment of Rights as modified by this Amendment shall be binding upon, and inure to the benefit of Assignor and the State, and the respective successors and assigns of each.
- 3.2. From and after the Effective Date of this Amendment, all references to the "Project Agreement" within the Assignment of Rights shall include Project Agreement Number 20-1326.
- 3.3. From and after the Effective Date of this Amendment, all references to the "Conservation Easement" within the Assignment of Rights shall include the Original Easement as amended by the First Easement Amendment and the Second Easement Amendment.

- 3.4. From and after the Effective Date of this Amendment, all references to the exhibits to the Assignment of Rights shall be composed of the following:
- 3.4.1. Owner and Conservation Easement Recording Number – Exhibit 1 (Original Easement and First Easement Amendment) and Exhibit 1-1 (Second Easement Amendment)
 - 3.4.2. Legal Description of Property Subject to Conservation Easement – Exhibit 2 (Original Protected Property) and Exhibit 2-1 (Additional Protected Property)
- 3.5. The “Effective Date” of this Amendment shall be the date on which this Amendment has been fully executed, acknowledged and recorded in the official records of Skagit County, Washington.
- 3.6. This instrument may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same document, binding all of the Parties hereto, notwithstanding all of the Parties are not signatory to the original or the same counterparts. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

{Signature Pages to Follow}

ASSIGNEE: STATE OF WASHINGTON, acting by and through the WASHINGTON STATE RECREATION AND CONSERVATION OFFICE

By: _____

Name: _____

Title: _____

Dated this _____ day of _____, 20 _____

STATE OF WASHINGTON)

) ss

COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that they signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledge it as the _____ of the Salmon Recovery Funding Board, administered by the Recreation and Conservation Office of the State of Washington to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

Signed: _____

Notary Public in and for the State of Washington,

residing in _____

My commission expires _____

EXHIBIT 1-1

**OWNER AND
CONSERVATION EASEMENT AMENDMENT RECORDING NUMBER**

Owner: Gerrit Jan van den Engh and Barbara Jo Trask, a married couple

Address: 41219 Elysian Lane, Concrete, WA 98237

Conservation Easement Amendment Recording No.: _____

Document Title: Second Amendment to Grant Deed of Conservation Easement

EXHIBIT 2-1**LEGAL DESCRIPTION OF
ADDITIONAL PROTECTED PROPERTY**

(Skagit County Assessor's Parcel Numbers P121056, P121057 and P121058)

Lot 1, Elysian Meadows, as per plat recorded October 7, 2003, under Skagit County Auditor's File No. 200310070060, records of Skagit County, Washington;

EXCEPT any portion thereof lying within the Southeast $\frac{1}{4}$ of Section 11, Township 35 North, Range 7 East, W.M.

TOGETHER WITH Lot 2, said plat of Elysian Meadows,

EXCEPT any portion thereof lying within the West 2 rods of the Northwest $\frac{1}{4}$ of Section 13, Township 35 North, Range 7 East, W.M.

AND TOGETHER WITH Lot 3, said plat of Elysian Meadows

AND TOGETHER WITH ingress and egress rights as established in that instrument recorded on October 29, 2004, under Skagit County Auditor's File No. 200410290028.

ALL BEING SUBJECT TO and TOGETHER WITH easements, reservations, restrictions, covenants, liens, leases, court causes and other instruments of record.
Situate in the County of Skagit, State of Washington.