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Mount Vernon, WA 98273

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY <i>[Signature]</i>
DATE <i>12.16.24</i>

**Document Title:** Grant Deed Of Conservation Easement

**Grantor:** Gerrit Jan van den Engh and Barbara Jo Trask

**Grantee:** Skagit Land Trust

**Abbreviated Legal Description:** *See Exhibit A Section 11, Town 35 N, Range 7 E w.m.*

**Assessor's Property Tax Parcel/Account Numbers:** P42659, P42658, P42654, P42649, P42580, P42514, P42512, P42511, P42510, P42509, P42500, P42499, P42497, P121065, P119246, P117290, P117196, P107949, P105003, P105002, P42469

**GRANT DEED OF CONSERVATION EASEMENT**

This Grant Deed of Conservation Easement (hereinafter referred to as "Easement" or "Conservation Easement") is executed by Gerrit Jan van den Engh and Barbara Jo Trask, husband and wife, whose address is 41219 Elysian Ln, Concrete, WA 98237 ("Grantor"), in favor of Skagit Land Trust, a Washington nonprofit corporation qualified to do business in Washington, having an address at P.O. Box 1017, Mount Vernon, Washington 98273 ("Grantee").

## Recitals

### 1 Authority to Create Conservation Easement

- 1.1 This Conservation Easement is created pursuant to Revised Code of Washington ("RCW") 64.04.130 and 84.34.210.
- 1.2 This Conservation Easement is also created pursuant to the Internal Revenue Code of 1986, as amended (hereinafter referred to as the "Code") at 26 U.S.C. sections 170(h), 2055 and 2522 and applicable regulations promulgated thereunder ("Treasury Regulations").

### 2 Grantor and Grantee

- 2.1 The terms "Grantor" and "Grantee," wherever used in this Conservation Easement, and any pronouns used in their place, mean and include, respectively, the above-named Grantor, and their personal representatives, heirs, successors, and assigns, and the above-named Grantee, and its successors and assigns.
- 2.2 The term "Party" means Grantor or Grantee; "the Parties" means Grantor and Grantee together.

### 3 Protected Property

- 3.1 Grantor is the sole owner in fee simple of the real property inclusive of all standing and down timber (the "Protected Property") in Skagit County, Washington, described in Exhibit A, *Legal Description*, also as shown in Exhibit B, *Site Map*, which exhibits are attached hereto and incorporated herein by this reference. In the event of a conflict between the *Legal Descriptions* and the *Site Map*, the *Legal Description* shall control. Exhibit C, *Baseline Report*, attached hereto and incorporated herein by this reference, provides a more complete characterization of the Protected Property.
- 3.2 Grantor also holds non-exclusive easements for ingress, egress and utilities to portions of the Protected Property as described in Exhibit A, *Legal Description* ("Access Easements").
- 3.3 The Protected Property consists of approximately 122 acres in the immediate vicinity of the Skagit River and establishes conservation of a north-south ecological and open-space corridor. It is currently in 21 contiguous and non-contiguous Assessor's tax parcels. Approximately 64 acres are forested with healthy second and third growth mixed lowland forest. Approximately 57 acres are in open grassland, most of which has been managed as pasture for grazing and hay harvest. The forested and agricultural areas as of the Effective Date of this Conservation Easement are shown on the Site Map and described in the Baseline Report.

- 3.4** The Protected Property is mostly undeveloped, containing residences and associated residential buildings and improvements as of the Effective Date of this Conservation Easement only in Parcels P42649, P42654, P42658, P42659 and P42499 and agricultural buildings and improvements in Parcel P42497, P105003, P117196 P105002, P107949 and P117290. in the building areas shown on the Site Map and itemized in the Baseline Report. As provided in Section 12.1, Grantor reserves the right to maintain these existing structures within their existing building areas. Grantor and Grantee have evaluated the location of these improvements and have determined that the maintenance of such structures within the existing building areas shown on the Site Map and itemized in the Baseline Report is consistent with protection of the Conservation Values identified below, as more specifically described in the Baseline Report referred to in Section 4.3 below.
- 3.5** Portions of the Protected Property adjoin approximately 130 acres of property currently owned by Grantor and subject to that certain Grant Deed of Conservation Easement in favor of Grantee recorded under Auditor's File Number 200612200141, as amended under that certain Amendment to Grant Deed of Conservation Easement recorded under Auditor's File Number 200912020043 and Second Amendment to Grant Deed of Conservation Easement recorded under Auditor's File Number 20226280058 ("Birdsview - Elysium Conservation Easement"). The Birdsview - Elysium Conservation Easement was acquired in part with grant funds from the Washington State Salmon Recovery Funding Board, administered by the Recreation and Conservation Office of the State of Washington, given the importance of the key habitat for Coho salmon and the Puget Sound Chinook, listed as "Threatened" under the federal Endangered Species Act found on the permanently protected property.

#### **4 Conservation Values**

- 4.1** The Protected Property consists of significant open-space land, as defined in Revised Code of Washington ("Code") 84.34.020, and possesses ecological processes (plant and animal), forest land, open space, watershed, scenic views, and important soils of great importance to the Grantee and to the people of Skagit County, the State of Washington and the United States as providing public benefit. The Protected Property enhances the open-space character of Skagit County and provides a natural wooded and open-space setting that can be enjoyed from State Route 20 and from the neighboring properties. The Protected Property provides excellent scenic quality, open space, forestland and diversified wildlife habitat that enhances the number of wildlife species that use the area. Many passerines (songbirds), woodpeckers, owls and raptors use the Protected Property as do coyote, bear, bobcat, cougar, elk, deer, as well as small mammals and amphibians. The characteristics of the Protected Property described in this Section 4 are hereinafter collectively referred to as the "Conservation Values."

- 4.2** This Conservation Easement provides significant benefit to Grantee and the people of Skagit County, the State of Washington, and the United States by providing and preserving in perpetuity the following significant resources, all in accordance with the Code:
- 4.2.a** Current and future wildlife habitat and natural processes in both terrestrial and freshwater riparian environments;
  - 4.2.b** Mixed lowland forest;
  - 4.2.c** Working agricultural land, to the extent that such use of land is consistent with maintaining and enhancing the wildlife habitat on the Protected Property; and
  - 4.2.d** An ecological corridor in the Skagit Valley in the immediate vicinity of the Skagit River and between the warmer south-facing slopes to the north and the shady mountain slopes to the south. The Protected Property provides prime habitat for wildlife and opportunities for restoration of terrestrial habitat to the benefit and adaptation of both plants and animals under changing climate conditions.
- 4.3** The specific Conservation Values and characteristics of the Protected Property are documented in an inventory of relevant features of the Protected Property ("Baseline Documentation") on file at the offices of Skagit Land Trust and is incorporated into this Conservation Easement by this reference. The Baseline Documentation consists of site information, maps, photographs, and other documentation held by Grantee that provide, collectively, an accurate representation of the Protected Property at the time of this grant of Conservation Easement and that is intended to serve as an objective information baseline for monitoring compliance with the terms of this Conservation Easement. A summary of said Baseline Documentation, signed and dated by both Grantor and Grantee, is contained in Exhibit C, *Baseline Report*. In any conflict or inconsistency between the terms of this Conservation Easement and the Baseline Report, the terms of this Conservation Easement shall control. The Baseline Documentation may be used to establish that a change in the use or condition of the Protected Property has occurred, but its existence shall not preclude the use of other evidence to establish the condition of the Protected Property as of the date of this Easement. Grantee may use the Baseline Documentation in enforcing provisions of this Easement but is not limited to the use of the Baseline Documentation to show a change in the use or condition of the Protected Property.
- 4.4** In the absence of this Conservation Easement, the Protected Property could be converted to uses, including but not limited to residential development, incompatible with protection of its terrestrial habitat, working agricultural lands and open space, and could be developed in a manner that would destroy its Conservation Values.

## 5 Public Benefit

- 5.1 The legislatively declared policies of the State of Washington, in 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 and to assure the use and enjoyment of natural resources, wetlands, farmlands, riparian areas, and scenic beauty for the economic and social well-being of the state and its citizens. The Protected Property constitutes "open-space land" as defined in such statute.
- 5.2 The Skagit County Comprehensive Plan (2016) "seeks to manage growth by protecting natural resource lands, open space and rural areas...." Skagit County's Comprehensive Plan provides the policy basis for retaining open space and maintaining and enhancing natural resource lands as required by the Growth Management Act, 36.70A.020 RCW.
- 5.3 The declared policies of Skagit County in the Critical Areas Ordinance of Skagit County (SCC §14.24.20), as adopted July 24, 2000, or as amended, is "to assist in orderly development, conserve the value of property, safeguard the public welfare, and provide for the protection of the quality and quantity of groundwater used for public water supplies (RCW 36.70A.070(1)) and provide protection for the following critical areas. . . . Wetlands, Frequently Flooded Areas . . . and Fish and Wildlife Habitat Conservation Areas. . . . It is the purpose of this Chapter to protect, restore where practical, and enhance fish and wildlife populations and their associated habitats."
- 5.4 The Protected Property includes an area consisting of farmland designated in Skagit County's Comprehensive Plan for long-term preservation. Portions of the Protected Property are zoned Agricultural Natural Resource Land under the Skagit County Zoning Ordinance. Skagit County Zoning Ordinance (SCC §14.16.400) states that the goal of the Agricultural Natural Resource Land zone is to "provide land for continued farming activities, conserve agricultural land, and reaffirm Agricultural use, activities and operations as the primary use of the district."
- 5.5 The Protected Property includes significant areas on State Route 20, which is a designated scenic by-way (RCW 47.39.020). "The legislature finds that scenic and recreational highways are designated because of a need to develop management plans that will protect and preserve the scenic and recreational resources from loss through inappropriate development. Protection of scenic and recreational resources includes managing land use outside normal highway rights-of-way. The legislature recognizes that scenic and recreational highways are typically located in areas that are natural in character, along watercourses or through mountainous areas, or in areas with a view of such scenery." (RCW 1990 c 240 § 1)

- 5.6 The Conservation Values of the Protected Property include natural mixed hardwood-conifer forest ecosystem, the preservation of which is recognized as providing public benefits, including reducing soil erosion and sustaining water quantity and quality to nearshore fresh waters.

## **6 Grantor and Grantee Conservation Intent**

- 6.1 Grantor, sole owner in fee of the Protected Property, has the right to identify, protect, and preserve in perpetuity the Conservation Values of the Protected Property, and desires to transfer such rights to Grantee in perpetuity.
- 6.2 Grantee is a publicly supported, tax-exempt nonprofit organization, qualified under Code sections 501(c)(3) and 170(h)(3) and also qualified as a nonprofit nature conservancy corporation under RCW 64.04.130 and 84.34.250, whose primary purpose is to preserve open space, wildlife habitat, wetlands, forestland, farmland, shoreline, and scenic views. Grantee has the resources to enforce the restrictions placed on the Protected Property under this Conservation Easement.
- 6.3 Grantee commits by accepting this grant to preserve and protect in perpetuity the Conservation Values of the Protected Property for the benefit of this generation and the generations to come.

The foregoing Recitals are incorporated into this Conservation Easement by this reference.

## **Terms and Conditions**

### **7 Conveyance, Consideration, and General Effect of Conservation Easement**

- 7.1 For the reasons stated in the above Recitals and in consideration of the mutual covenants, terms, conditions, and restrictions contained herein, Grantor hereby grants, conveys, and warrants to Grantee, and Grantee accepts, this perpetual Conservation Easement over the Protected Property, consisting of the rights in the Protected Property, hereinafter enumerated, subject only to the restrictions contained in this Conservation Easement and any third party rights of record as of the Effective Date that are not subordinated to this Conservation Easement.
- 7.2 In addition, Grantor hereby grants, conveys and assigns to Grantee the right to use the Access Easements described in Recital 3.2 above, or any access easement that may replace any of the existing Access Easements, for purposes of pedestrian, vehicular and other reasonable modes of access to enable Grantee to physically access the Protected Property in order to take any action permitted or required in this Conservation Easement.

- 7.3** This conveyance is of an interest in real property under the provisions of RCW 64.04.130 and RCW 84.34.210 and Sections 170(h) and 2055 of the Code and applicable Treasury Regulations, and is made as an absolute, unconditional, unqualified, and completed gift subject only to the mutual covenants, terms, conditions, and restrictions set forth by the Parties in this Conservation Easement and to title matters of record as of the Effective Date of this Easement, and for no other consideration whatsoever, other than the covenants and agreements contained in this Conservation Easement. Grantee acknowledges that Grantor received no goods or services in exchange for the grant of this Conservation Easement, which Grantee received as of the Effective Date.
- 7.4** Grantor expressly intends that this Conservation Easement run with the land and that this Conservation Easement be binding upon Grantor's personal representatives, heirs, successors, and assigns in perpetuity.
- 7.5** The Conservation Easement grants the Grantee no possessory interest in or to the Protected Property. Nor does the Easement provide the Grantee with any right to direct, manage, control or supervise the use of or activities conducted on the Protected Property. Instead, all such rights remain with Grantor.

## **8 Purpose**

- 8.1** It is the purpose of the Easement ("Purpose"):
- 8.1.a** The primary purpose of this Conservation Easement is to preserve, protect, enhance, and restore, in perpetuity, the Conservation Values of the Protected Property, as defined above and documented in the Baseline Documentation; and
- 8.1.b** To prevent any use of, or activity on, the Protected Property that will significantly impair or interfere with its Conservation Values.
- 8.2** Grantor and Grantee intend that this Conservation Easement will confine the use of, or activity on, the Protected Property to such uses and activities that are consistent with the Purpose described above to assure that:
- 8.2.a** The mixed lowland forest of the Protected Property will be retained forever predominantly in its existing condition as a "relatively natural habitat of fish, wildlife, or plants, or similar ecosystem" as that phrase is used in Code Section 170(h)(4)(A)(ii), as amended, and in Treasury Regulations promulgated under this law; and
- 8.2.b** The Protected Property as a whole will be retained forever predominantly in an open space condition, under Code Section 170(h)(4)(A)(iii), as amended and in Treasury Regulations promulgated under this law, the preservation of which will yield a significant public benefit pursuant to clearly delineated governmental conservation policies as provided in RCW 84.34.210 and

64.04.130.

- 8.3** Grantor and Grantee agree that the maintenance of the Protected Property as an ecological corridor, together with the protection of wildlife habitat and natural processes on the Protected Property, are to be given precedence over the use of the Protected Property for agriculture in the administration and interpretation of this Conservation Easement.

## **9 Rights Conveyed to Grantee**

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

- 9.1 Protection:** To identify, preserve and protect in perpetuity, maintain and conserve and to enhance, restore or improve by mutual agreement, the Conservation Values of the Protected Property.

### **9.2 Access to Protected Property**

As provided for and limited herein, Grantor hereby grants to Grantee reasonable and non-exclusive access at reasonable times across the Protected Property solely for the purposes of fulfilling Grantee's obligations under this Easement and exercising its affirmative rights under this Easement. Specifically, Grantee shall have the right to:

- 9.2.a Monitoring.** To enter the Protected Property, no less than annually, upon written notice to Grantor, to make a general inspection to monitor compliance with the Conservation Easement;
- 9.2.b Natural Events.** To enter upon the Protected Property, at a mutually agreeable date and time and upon prior notice to Grantor, to inspect the Protected Property after major natural events occur, such as fires, windstorms, and floods;
- 9.2.c Inspection.** To enter the Protected Property at such other times as are necessary if Grantee has a reason to believe that a violation of the Conservation Easement is occurring or has occurred, for the purpose of inspection, or to seek to mitigate or terminate the violation and otherwise enforce the provisions of this Conservation Easement, pursuant to Section 15, Breach and Enforcement—Grantee's Remedies; and
- 9.2.d Education and Scientific Purposes.** To enter the Protected Property, upon prior arrangement with Grantor, for educational and scientific purposes, or for other purposes allowed by Grantor consistent with this Conservation Easement.



- 9.3 Injunction and Restoration:** To prohibit any use of, or activity on, the Protected Property that is inconsistent with the Purpose of this Conservation Easement, including trespasses by members of the public, and to require the restoration of such areas or features of the Protected Property as may be damaged by uses or activities inconsistent with the provisions of this Conservation Easement, pursuant to Section 15, *Breach and Enforcement—Grantee's Remedies*.
- 9.4 Enforcement:** To enforce the terms of this Conservation Easement, pursuant to Section 15, *Breach and Enforcement—Grantee's Remedies*.
- 9.5 Assignment:** To assign, convey, or otherwise transfer Grantee's interest in the Protected Property in accordance with Section 22, *Assignment and Succession*.
- 9.6 Markers:** To place and replace small markers to identify boundaries, corners, and other reference points on the Protected Property. Grantor shall not remove or move such markers without Prior Written Approval pursuant to Section 13, *Notice or Prior Written Approval Required Before Certain Uses and Activities*.
- 9.7 Extinguish Development Rights:** To prevent development of the Protected Property inconsistent with protection of its Conservation Values, Grantor hereby grants to Grantee all development rights, other than as specifically reserved in Section 12.1 below, that are now or hereafter allocated to, implied, reserved, or inherent in the Protected Property. The Parties agree that such rights are terminated and may not be used on or transferred off of the Protected Property as it now or later may be bounded or described, or transferred to any other property adjacent or otherwise, or used for the purpose of calculating permissible lot yield or density of the Protected Property or any other property.

## 10 Access by Public Not Required

This Conservation Easement does not provide, and may not be construed as providing, access to the general public to any portion of the Protected Property. Grantor, at their sole discretion, may allow for public access to the Protected Property.

## 11 Reserved Rights and Restrictions in General

- 11.1 Reserved Rights on the Protected Property.** Grantor reserves for themselves and their personal representatives, heirs, successors, and assigns, all rights accruing from ownership of the Protected Property, including the right to engage in, permit, or invite others to engage in, any use of, or activity on, the Protected Property that is not inconsistent with the Purpose of the Conservation Easement and that is not specifically prohibited or otherwise limited by this Conservation Easement. Without limiting the generality of this Subsection, Grantor specifically reserves for themselves and their personal representatives, heirs, successors, and assigns, the uses and activities, set out as permitted in this Section 11 and 12. All permitted uses and

activities shall be carried out in compliance with all applicable federal, state, and local laws, regulations and requirements.

**11.2 Restrictions on the Protected Property.** Any use of, or activity on, the Protected Property inconsistent with the Purpose of this Easement is prohibited, and Grantor acknowledges and agrees that it will not conduct, engage in, or permit any such use or activity. Without limiting the generality of this Subsection, the uses or activities set out as restricted or prohibited in this Section 11 and 12, though not an exhaustive list, are inconsistent with the Purpose of this Conservation Easement and are prohibited.

## 12 Allowed and Prohibited Uses and Activities

**12.1 Allowed Uses and Activities.** In addition to the reserved rights described in Section 11.1, Reserved Rights on the Protected Property, the following uses and activities are allowed.

**12.1.a Recreation, Science and Education:** Grantor may use the Protected Property, or grant access to the Protected Property, for otherwise lawful recreational, educational and scientific uses, including, but not limited to, walking, birdwatching, wildlife cameras, passive enjoyment, and environmental education use and scientific data collection, in compliance with all federal, state and local regulations, to the extent that the use does not interfere with the Purpose of this Easement to protect the Conservation Values of the Protected Property.

**12.1.b Habitat and Hydrologic Restoration and Enhancement:** Consistent with protection of the Conservation Values of this Conservation Easement, and or the purpose of promoting ecological processes and native habitats on the Protected Property, Grantor may undertake habitat and hydrologic restoration or enhancement activities on the Protected Property to further the Purpose of this Conservation Easement, subject to Prior Written Approval of Grantee pursuant to Section 13, *Notice or Prior Written Approval Required Before Certain Uses and Activities*.

**12.1.c Vegetation Management:**

- (i) **Forest Management.** Grantor may plant native species of trees or shrubs within the Protected Property, as well as undertake forest management practices designed to address native forest health, forest fire prevention, or to enhance or restore native wildlife habitat, including thinning or pruning of existing trees. Prior to undertaking such forest management activities, Grantor shall obtain Prior Written Approval pursuant to Section 13, *Notice or Prior Written Approval Required Before Certain Uses and*

*Activities.*

- (ii) **Agricultural Management.** Grantor may continue to carry out agricultural activities within the agricultural areas described in the Baseline Report as existing as of the Effective Date of this Conservation Easement. Such activities shall be consistent with the Purpose of this Conservation Easement and may include, but are not limited to, hay production, animal husbandry, livestock grazing, fruit and vegetable production, and composting. In addition, Grantor may undertake agricultural activities within other areas designated by Grantee for such activities consistent with the Purpose of this Conservation Easement and of a size, scale and intensity consistent with agricultural activities documented in the Baseline Report as existing as of the Effective Date of this Conservation Easement, but only upon (A) Grantee's finding after consultation with wildlife biologist(s) that such agricultural activities will likely further ecological processes and wildlife use of the Protected Property and (B) the reforestation of an equal or greater area of existing agriculturally used land if wildlife biologists recommend such a conversion. Prior to undertaking agricultural activities within areas of the Protected Property not documented in the Baseline Report as being in agricultural use as of the Effective Date of this Conservation Easement, Grantor shall obtain Prior Written Approval of Grantee pursuant to Section 13, *Notice or Prior Written Approval Required Before Certain Uses and Activities.*
- (iii) **Residential Gardens.** Grantor may continue to maintain residential gardens and non-native ornamental vegetation only within the garden areas described in the Baseline Report as existing as of the Effective Date of this Conservation Easement.
- (iv) **Noxious Weeds and Introduced Species.** Grantor may remove noxious weeds and introduced non-native plant species from the Protected Property.
- (v) **Hazard Trees.** Grantor may trim, prune, top or remove trees or other vegetation that pose a threat to allowed improvements, public health, the safety of neighbors, the general public, or users of the Protected Property. Except in the case of emergencies, such hazard tree management shall be subject to Prior Written Approval of Grantee pursuant to Section 13, *Notice or Prior Written Approval Required Before Certain Uses and Activities.* A certified arborist shall arbitrate any disagreement regarding the identification of hazardous or diseased trees.

**12.1.d Trails:** Grantor may use, maintain, repair, and reconstruct non-paved foot-trails

documented in the Baseline Report as existing on the Protected Property as of the Effective Date of the Conservation Easement. In addition, Grantor may construct, use, maintain, repair, reconstruct, and replace non-paved foot-trails up to three feet in width not existing on the Protected Property as of the Effective Date of the Conservation Easement, subject to Prior Written Approval of Grantee of the proposed plan for any such trail location and construction, pursuant to Section 13, *Notice or Prior Written Approval Required Before Certain Uses and Activities*.

**12.1.e Improvements:**

- (i) **Roads and Driveways.** Grantor may remove, use, maintain, renovate, and replace (within the same location) each of the roads and driveways described in the Baseline Report as existing as of the Effective Date of the Conservation Easement.
- (ii) **Residential Structures.** Grantor may remove, use, maintain, renovate, and replace (within the same location) each of the residential and appurtenant structures described in the Baseline Report as existing as of the Effective Date of the Conservation Easement.
- (iii) **Agricultural Structures.** Grantor may remove, use, maintain, renovate and replace (within the same location) each of the agricultural structures described in the Baseline Report as existing as of the Effective Date of the Conservation Easement.
- (iv) **Utilities.** Grantor may remove, use, maintain, renovate and replace (within the same location) above-ground and below-ground utilities described in the Baseline Report as existing as of the Effective Date of the Conservation Easement.
- (v) **Alternative Energy Systems.** Grantor may remove, install, use, maintain, renovate and replace an alternative energy system to meet on-site power needs not existing on the Protected Property as of the Effective Date of this Conservation Easement but only of a size, scale and location determined by Grantee, in its sole discretion, to be consistent with protection of the Conservation Values of the Property. Prior to undertaking any alteration of the Protected Property to install such system, Grantor shall obtain Prior Written Approval of Grantee of any such system by Grantee pursuant to Section 13, *Notice or Prior Written Approval Required Before Certain Uses and Activities*.

(vi) **Fences.** Grantor may construct, repair and replace fences described in the Baseline Report as existing as of the Effective Date of this Conservation Easement to contain livestock and protect crops within the agricultural areas on the Protected Property from grazing livestock or wildlife, or to preserve or protect the Conservation Values of the Protected Property. In addition, Grantor may construct, repair and replace fences not described in the Baseline Report as existing as of the Effective Date of this Conservation Easement but only of a size, scale and location determined by Grantee, in its sole discretion, to further protection of the Conservation Values of the Property. Prior to undertaking such construction, Grantor shall obtain Prior Written Approval of Grantee as to any new fences pursuant to Section 13, *Notice or Prior Written Approval Required Before Certain Uses and Activities* and shall comply with any conditions imposed by Grantee to ensure that such fences will not harm or trap wildlife, and will allow for the safe passage of wildlife across the Protected Property.

(vii) **Wildlife Passage Structure(s).** Grantor may construct, repair and replace (within the same location) structure(s) not described in the Baseline Report as existing as of the Effective Date of this Conservation Easement to facilitate the safe passage of wildlife across the Skagit Valley and thereby further the Purpose of the Protected Property to serve as an ecological corridor within the Skagit valley. Prior to undertaking such construction, Grantor shall obtain Prior Written Approval of any such structure of Grantee pursuant to Section 13, *Notice or Prior Written Approval Required Before Certain Uses and Activities* and shall comply with any conditions imposed by Grantee to ensure that the structure provides its intended purpose.

**12.1.f Emergencies:** Grantor may undertake other activities necessary to protect public health or safety or that are actively required by and subject to compulsion of any governmental agency with authority to require such activity. Any such activity shall minimize impact to the Conservation Values of the Protected Property. Grantor shall notify Grantee as soon as practical after undertaking emergency activities that include uses or activities on the Protected Property that are otherwise restricted under this Conservation Easement.

**12.1.g Firewood:** Grantor may cut or collect a reasonable quantity of firewood on the Protected Property for a single residential use (but not for sale or commercial use).

**12.2 Prohibited Uses.** In addition to the restrictions described in Section 11.2, Restrictions on the Protected Property, the following uses and activities are prohibited.

**12.2.a No Conversion to Incompatible Uses.** Grantor shall not convert the Protected Property to industrial, commercial, or suburban/residential development or to any other use that is incompatible with the Purpose of the Conservation Easement. Construction or maintenance of feedlots (concentrated animal feeding areas), commercial arenas, racetracks, golf courses, commercial campgrounds, or aircraft landing sites (except in an emergency) are specifically prohibited throughout the Protected Property.

**12.2.b Subdivision:** The Protected Property shall not be subject to new division, partition, subdivision, or other legal or de facto creation of lots or parcels in separate ownership. This restriction shall not be interpreted to prohibit:

- (i) Lot line revisions of tax parcels within the Protected Property;
- (ii) Conventional leases (such as agricultural leases, hunting leases or leases of any permitted residence on the Protected Property); or
- (iii) The conveyance of any portion of the Protected Property to an entity that meets the qualifications under the provisions of RCW 64.04.130 for permanent conservation ownership, subject to Prior Written Approval pursuant to Section 13, *Notice or Prior Written Approval Required Before Certain Uses and Activities*.

**12.2.c Development Rights:** The use or transfer of any development rights that are new or hereafter allocated to, implied, reserved, or inherent in the Protected Property to any other property.

**12.2.d Mining:** The exploration for, or development and extraction of, minerals and hydrocarbons on or below the surface of the Protected Property.

**12.2.e Industrial Use:** The use of the Protected Property for any industrial purpose.

**12.2.f Erosion or Water Pollution:** Any use or activity on the Protected Property that causes or is likely to cause significant soil degradation or erosion or significant pollution of any surface, subsurface, or nearshore waters, including disposal of wastewater or storm water in manners inconsistent with the Purpose and terms of this Conservation Easement.

**12.2.g Dumping:** The dumping or disposal of used vehicles, or machinery, rubbish, garbage, debris, hazardous materials, or other unsightly or offensive materials.

**12.2.h Structures:** The placement or construction of any buildings, structures, roads, driveways, utilities, or other improvements of any kind (residential, agricultural or otherwise), except as expressly allowed in Section 12.1, *Allowed Uses and Activities* under this Conservation Easement.

**12.2.i Alteration of Land:** Change in the topography of the land, except as expressly

allowed in Section 12.1, *Allowed Uses and Activities*, or in accordance with a restoration plan that furthers protection of the Conservation Values of the Protected Property and subject to Prior Written Approval of Grantee pursuant to Section 13, *Notice or Prior Written Approval Required Before Certain Uses and Activities*.

- 12.2.j Alteration of Wetlands and Watercourses:** The draining, filling, dredging, ditching, or diking of wetland areas or watercourses or any other action that would damage or reduce wetland areas, except as expressly allowed in Section 12.1, *Allowed Uses and Activities*, or in accordance with a restoration plan that furthers protection of the Conservation Values of the Protected Property and subject to Prior Written Approval of Grantee pursuant to Section 13, *Notice or Prior Written Approval Required Before Certain Uses and Activities*.
- 12.2.k Tree Harvest or Vegetation Removal:** Removal or destruction of trees or shrubs, herbaceous understory, clear-cutting or any other form of commercial logging, or gathering of other vegetation, except incidental to allowed uses and activities expressly allowed in Section 12.1, *Allowed Uses and Activities* or in accordance with a restoration plan that furthers protection of the Conservation Values of the Protected Property and subject to Prior Written Approval of Grantee pursuant to Section 13, *Notice or Prior Written Approval Required Before Certain Uses and Activities*.
- 12.2.l Introduced Species:** The intentional introduction of non-native invasive plant and animal species (including without limitation fish, reptiles, birds, amphibians, mollusks, arthropods and other animal species), except within the areas specifically designated in the Baseline Report or Grantee for residential gardens or agricultural management.
- 12.2.m Agricultural Use:** Use of the Protected Property for agricultural activities, except within the agricultural areas described in the Baseline Report as existing as of the Effective Date of this Conservation Easement or specifically designated by Grantee for agricultural activities pursuant to Section 12.1.c(ii). Outside of such areas, the cultivation of any crops including commercial timber products, nursery stock, row crops, fruits and vegetables and livestock feed is specifically prohibited; this shall not be construed, however, to prohibit the planting of native trees and plants for the purposes of habitat restoration or the planting and harvest of native tree species associated solely with approved restoration activities.
- 12.2.n Domestic and Exotic Animals:** The introduction or keeping of domestic or exotic animals, including kenneling, grazing, browsing, or pasturing of animals, except within the agricultural areas described in the Baseline Report as existing as of the Effective Date of this Conservation Easement or specifically designated

by Grantee for agricultural activities pursuant to Section 12.1.c(ii). However, domestic animals may accompany Grantor and Grantor's guests during permitted activities such as dog walking. Removal of non-native animal species is also allowed.

- 12.2.o Wildlife Disruption.** The intentional disruption of native wildlife, including feeding, resting, breeding and nesting activities, except incidental to scientifically based wildlife-management practices undertaken on the Protected Property with the goal of facilitating current and future wildlife habitat and natural practices.
- 12.2.p Stormwater Runoff:** Channelized stormwater outflow and/or discharge of pollutants to nearby waters.
- 12.2.q Signs:** The construction or placement of commercial signs, billboards, or other commercial advertising materials. This provision shall not be interpreted to prohibit Grantor from placing small signs that advise "no hunting," "private property," or other small signs indicating the protected conservation status of the Protected Property, provided that such signs are designed and located to avoid or minimize impact on the Conservation Values of the Protected Property, with the exception that if the Protected Property is conveyed to an entity that meets the qualifications under the provisions of RCW 64.04.130 for permanent conservation ownership, then informational / interpretive signs may be placed.
- 12.2.r Motorized Vehicles:** The use of off-road vehicles, motorcycles, dune buggies, snow mobiles, or other types of motorized recreational vehicles, or the operation of other sources of excessive noise pollution, except as necessary in the accomplishment of habitat restoration, vegetation management, or other permitted uses and activities on the Protected Property. Use of motorized vehicles may not create impacts that are detrimental to the Purpose of this Conservation Easement.
- 12.2.s Night Lighting:** The use of any continuous type of night lighting that may disrupt the Conservation Values of the Protected Property. This section is not intended to prohibit low-intensity lighting on improvements (porch lights, in chicken coops, etc.)
- 12.2.t Camping:** Public, commercial, or private camping, including the use of recreational vehicles, that would have an adverse impact on the Conservation Values of the Protected Property. This section is not intended to prohibit occasional, low-impact camping for outdoor recreation and enjoyment.



### **13 Notice or Prior Written Approval Required Before Certain Uses and Activities**

Grantor shall conduct all reserved and permitted uses and activities under this Easement to meet all requirements of federal, state and local statutes, rules, and regulations as they may be amended from time to time. Grantor acknowledges and agrees that this is the obligation of Grantor and that Grantee is not responsible under this Easement for determining whether any such use or activity meets such requirements when Grantee is provided notice of such use or activity under this Easement or when Grantee provides its prior written approval of such use or activity under this Easement.

**13.1 Purpose of Notice.** The purpose of requiring Grantor to notify Grantee prior to undertaking certain permitted uses and activities is to afford Grantee an adequate opportunity to ensure that the use or activity in question is designed and carried out in a manner consistent with the Purpose and other terms of this Conservation Easement.

#### **13.2 Notice Distinguished from Prior Written Approval**

**13.2.a Notice.** As used in this Conservation Easement, a requirement that the Grantor “notify” or “provide Notice” to Grantee pursuant to this Section means that the Grantor shall provide Grantee in writing the information set out in Section 13.3 at least 30 days before undertaking the intended use or activity, unless a different notice period is specified in this Conservation Easement. When this Conservation Easement requires Grantor only to provide “Notice,” Grantee’s approval is not required for Grantor to proceed.

**13.2.b Prior Written Approval.** As used in this Conservation Easement, a requirement that Grantor obtain “Prior Written Approval” from Grantee pursuant to this Section before taking action means that the Grantor shall provide Notice as described in Section 13.3 *and* await Grantee’s written response as set out in Sections 13.7 and 13.8. When this Conservation Easement requires Grantor to obtain “Prior Written Approval,” a proposed use or activity may be commenced or conducted only after Grantor has received Grantee’s express written approval and only in the manner requested by Grantor and approved by Grantee, except as provided in Sections 13.9 and 13.10.

**13.3 Required Contents of the Notice.** The Notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed use or activity in sufficient detail to permit Grantee to make an informed judgment as to its consistency with the Purpose and other terms of this Conservation Easement.

- 13.4 When Notice Is Required.** Grantor shall notify Grantee before Grantor undertakes any use or activity on the Protected Property that may have an adverse and material impact on the Conservation Values of the Protected Property, specifically including but not limited to the following activities identified in the Conservation Easement:
- 13.4.a** Amendment or replacement of any of the Access Easements described in *Recital 3.2* above.
  - 13.4.b** Transferring any interest in all or a permissible portion of the Protected Property under Subsection 22.1.d, *Subsequent Transfers*, at least 30 days prior to the date of such transfer.
- 13.5 When Prior Written Approval Is Required.** Except in the case of emergencies under Section 12.1.f, Grantor shall obtain Prior Written Approval from Grantee before Grantor undertakes on the Protected Property any of the following uses or activities identified in the Conservation Easement:
- 13.5.a** Moving or removing reference point markers placed, as required under Section 9.6, *Markers*; or
  - 13.5.b** Habitat restoration and enhancement activities, as required under Section 12.1.b, *Habitat and Hydrologic Restoration and Enhancement*; or
  - 13.5.c** Forest management activities, as required under Section 12.1.c(i), *Forest Management*; or
  - 13.5.d** Undertaking agricultural activities within areas of the Protected Property not documented in the Baseline Report as being in agricultural use as of the Effective Date of this Conservation Easement, as required under Section 12.1.c(ii), *Agricultural Management*; or
  - 13.5.e** Removal of hazard trees, except in the case of emergencies, as required under Section 12.1.c(v), *Hazard Trees*; or
  - 13.5.f** Location and construction of new trails under Section 12.1.d, *Trails*;
  - 13.5.g** Replacement of an existing residential structure, as required under Section 12.1.e(ii), *Residential Structures*; or
  - 13.5.h** Replacement of an existing agricultural structure, as required under Section 12.1.e(iii), *Agricultural Structures*; or
  - 13.5.i** Installation of new or replacement utilities, as required under Section 12.1.e(iv), *Utilities*; or
  - 13.5.j** Installation of new alternative energy systems, as required under Section 12.1.e(v), *Alternative Energy Systems*; or
  - 13.5.k** Construction of new fences within areas of the Protected Property not

documented in the Baseline Report having fences as of the Effective Date of this Conservation Easement, as required under Section 12.1.e(vi), *Fences*; or

**13.5.l** Construction of new wildlife passage structures on the Protected Property not documented in the Baseline Report as existing as of the Effective Date of this Conservation Easement, as required under Section 12.e(vii), *Wildlife Passage Structure(s)*; or

**13.5.m** Conveyance of any portion of the Protected Property for permanent conservation ownership under Section 12.2.b(ii), *Subdivision*; or

**13.5.n** Certain restoration plans, as required under Section 12.2.i, *Alteration of Land*, 12.2.j, *Alteration of Wetlands or Watercourses*, or Section 12.2.k, *Tree Harvest or Vegetation Removal*.

**13.6 Optional Consultation.** If Grantor is unsure whether a proposed use or activity is prohibited by this Conservation Easement, Grantor may consult Grantee by providing Grantee a written notice describing the nature, scope, design, location, timetable, and any other material aspect of the proposed use or activity in sufficient detail to permit Grantee to make an informed judgment as to the consistency with the Purpose and other terms of this Conservation Easement and to provide comments thereon to Grantor for the purpose of this Conservation Easement only. Grantee's response shall be in accordance with the time period and manner provided in Sections 13.7 and 13.8.

**13.7 Time for Grantee's Response to a Request for Prior Written Approval.** Unless otherwise provided in this Conservation Easement, Grantee shall have thirty (30) days from the receipt of a request for Prior Written Approval, to review the proposed use or activity. The 30-day period shall not begin until Grantee has received adequate information to evaluate the proposed use or activity. If Grantee requires additional information to evaluate the proposed use or activity, Grantee shall request the information from Grantor as soon as practicable, and in any case not later than 30 days after receiving the request for approval.

**13.8 Response to a Request for Prior Written Approval.** Grantee's decision to approve or disapprove the use or activity proposed by Grantor shall be in writing either served personally or sent by first class mail, postage prepaid, or sent by electronic transmission such as email (provided that the sender obtains a receipt providing proof of delivery), to Grantor at the address provided to Grantee in the request. A decision by Grantee to disapprove a proposed use or activity shall be based upon Grantee's determination that the proposed use or activity is inconsistent with the Purpose or other terms of this Conservation Easement. If, in Grantee's judgment, it is possible to modify the proposed use or activity to be consistent with the Purpose and other terms of this Conservation Easement, Grantee's response shall inform Grantor of the manner in which the proposed use or activity can be modified to conform to the Purpose and other terms of this Conservation Easement. Once a request for permission has been modified to the satisfaction of Grantee, or Grantee otherwise concurs with the matters set forth in Grantor's request, the proposed use or activity may thereafter be conducted in the manner approved by Grantee.

**13.9 Grantee's Failure to Respond to a Request for Prior Written Approval within the Allotted Time.** Where Grantee's Prior Written Approval is required, and if Grantee does not respond within the required time period and manner set forth in Section 13.8, Grantor shall resubmit their notice pursuant to Section 13.12. If Grantee fails thereafter to act on Grantor's resubmitted request for Prior Written Approval within thirty (30) days of receipt, as indicated by the registered or certified return receipt or other proof of delivery, Grantee's constructive disapproval of the requested use or activity in question shall be presumed. Because a constructive disapproval is not a decision by Grantee based on the merits of the request, it is not final or binding on Grantee, and Grantor can resubmit the same or a similar request for approval. The Parties agree that failure to grant or withhold consent within the required time on any proposed action, use or activity shall not be deemed or construed to be a waiver of Grantee's rights under this Easement with respect to any future proposed action, use or activity.

**13.10 Professional Third-Party Consultation.** Where Grantee's Prior Written Approval is required and Grantee lacks the expertise to determine if approval is warranted, Grantee may require that Grantor engage at Grantor's expense a third-party professional (such as a biologist, forester, or engineer), qualified in the appropriate field(s), to prepare a plan and/or review Grantor's plan, with a written report or opinion provided to Grantee at Grantor's expense. The purpose of such third-party consultation is to provide enough information to Grantee to reasonably ensure that the adverse impacts of the proposal to the Conservation Values on the Protected Property will be minimized.

**13.11 Emergency Conditions beyond Grantor's Control.** Grantor will not be liable for failure to request approval of any prudent actions taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to persons or the Protected Property resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any similar cause. After such event has occurred, Grantor shall notify Grantee as soon as practical.

**13.12 Addresses.** Any notice, demand, request, consent, approval, or communication that either Party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid, to the addresses of Grantor and Grantee noted on page 1 of this Conservation Easement, or other address as either Party designates by written notice to the other. Notices shall be effective (i) upon personal delivery, (ii) after five (5) calendar days following deposit in the U.S. mail, or (iii) immediately upon electronic transmittal to an email address designated by a Party by written notice to the other as an acceptable means of communication (with delivery confirmation or read receipt (or both)). The Party providing notice shall bear the burden to prove the date that notice was delivered.

**13.13 Constructive Receipt of Notices.** Rejection or other refusal to accept notices, objections, or approvals by any Party shall be deemed receipt thereof.

#### **14 Dispute Resolution**

**14.1 Preventive Discussions.** Grantor and Grantee will promptly give the other notice of problems or concerns arising in connection with the other's actions under this Easement or the use of or activities or conditions on the Protected Property, and will meet as needed, but no later than fifteen (15) business days after receipt of a written request for a meeting, to minimize the same.

**14.1.a Mediation.** If the Parties disagree as to the consistency of any proposed use or activity with the Purpose or terms of this Easement and the Parties are unable to resolve such disagreement through unassisted preventive discussions between themselves, and if Grantor agrees not to proceed with the use or activity pending resolution of the dispute, Grantor or Grantee may refer the dispute to mediation by request made in writing upon the other. Within ten (10) business days of the receipt of such a request, the parties to the mediation ("Mediation Parties") shall select a single impartial mediator. Mediation shall then proceed in accordance with the following guidelines:

**14.1.b Purpose.** The purpose of the mediation is to: (a) promote discussion among the Mediation Parties; (b) assist the Mediation Parties to develop and exchange pertinent information concerning the issues in dispute; and (c) assist the Mediation Parties to develop proposals which enable them to arrive at a mutually acceptable resolution of the controversy. The mediation is not

intended to result in any express or de facto modification or amendment of the terms, conditions or restrictions of this Easement.

**14.1.c Participation.** The mediator may meet with the Mediation Parties and their counsel jointly or ex parte. The Mediation Parties agree that they will participate in the mediation process in good faith and expeditiously, attending all sessions scheduled by the mediator. Representatives of all Mediation Parties with settlement authority will attend mediation sessions as requested by the mediator.

**14.1.d Confidentiality.** All information presented to the mediator shall be deemed confidential and shall be disclosed by the mediator only with the consent of the Mediation Parties or their respective counsel. The mediator shall not be subject to subpoena by any party. No statements made or documents prepared for mediation sessions shall be disclosed in any subsequent proceeding or construed as an admission of a party.

**14.1.e Time Period.** Neither party shall be obligated to continue the mediation process beyond a period of sixty (60) days from the date of receipt of the initial request or if the mediator concludes that there is no reasonable likelihood that continuing mediation will result in a mutually agreeable resolution of the dispute.

**14.1.f Costs.** The costs of the mediator shall be borne equally by the Parties; the Mediation Parties shall bear their own expenses, including attorney's fees, individually.

## 15 Breach and Enforcement—Grantee's Remedies

**15.1 Common Interest/Agreements.** Grantor and Grantee are presumed to have a common interest in the reasonable application of the terms of this Conservation Easement to the Protected Property, and the Parties undertake the grant and acceptance of the Conservation Easement in a spirit of cooperation which presupposes regular consultation between Grantor and Grantee. Grantor and Grantee shall be bound by any agreements they may mutually reach as to the interpretation of this Conservation Easement that are set forth in writing, provided to each Party, and recorded in the minutes and records of Grantee or its successor and, as appropriate, with the Skagit County Auditor.

**15.2 Notice of Violation.** If Grantee determines that Grantor is in violation of the terms of this Conservation Easement or that a violation is threatened, Grantee shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation. Where the violation involves injury to the Protected Property resulting from any use or activity inconsistent with the Purpose or other terms of this Conservation Easement, the Grantee may demand that Grantor restore the portion of the Protected Property so injured to its prior condition in accordance with a plan approved by Grantee and/or pay damages.

**15.3 Grantee's Right to Bring Action.**

Grantee may bring an action as provided in Section 15.5 if:

- (i) Grantor fails to cure a violation within 30 days after receipt of a notice of violation from Grantee; or
- (ii) Under circumstances where the violation cannot reasonably be cured within a 30-day period, Grantor fails to begin curing the violation within the 30-day period, or Grantor fails to continue diligently to cure such violation until finally cured.

**15.4 Emergency Enforcement.** If Grantee, in their sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values of the Protected Property, Grantee may pursue its remedies under this Section without prior notice to Grantor and/or without waiting for the period provided for cure to expire.

**15.5 Grantee's Judicial Remedies.**

**15.5.a Injunctive relief:** Grantee may bring an action at law or in equity in a court having jurisdiction to enforce the terms of this Conservation Easement:

- (i) To enjoin the violation, ex parte as necessary, by temporary restraining order, preliminary injunction or permanent injunction; and
- (ii) To require the restoration of the Protected Property to the condition that existed prior to any such injury.

**15.5.b Damages:** Grantee is deemed to have a valuable, compensable interest in the Conservation Values of the Protected Property. Grantee shall be entitled to recover damages for violation of the terms of this Conservation Easement or injury to any Conservation Values protected by this Conservation Easement, including, without limitation, damages for the loss of Conservation Values. Without limiting Grantor's liability in any way, Grantee, in its sole discretion, may apply any award of damages recovered to the cost of undertaking corrective or restoration action on the Protected Property.

- 15.6 Scope of Relief.** Grantee's rights under this Section apply equally in the event of either actual or threatened violations of the terms of this Conservation Easement. Grantor agrees that if Grantee's remedies at law for any violation of the terms of this Conservation Easement are inadequate, that Grantee is entitled to the injunctive relief described in this Section, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Conservation Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies and Grantor hereby waives any requirement for the posting of any bond as a condition of enforcement. In addition, Grantor agrees that furtherance of the Purpose of this Conservation Easement takes precedence over other considerations in the judicial interpretation of the Conservation Easement. Grantee's remedies described in this Section are cumulative and in addition to all remedies now or hereafter existing at law or in equity.
- 15.7 Costs of Enforcement.** In the event Grantee must enforce the terms of this Conservation Easement, Grantor, or their personal representatives, heirs, successors or assigns, against whom judgment is entered, shall pay the costs of restoration and Grantee's reasonable enforcement expenses, including attorneys' and consultants' fees, necessitated by acts or omissions of Grantor or person(s) acting on their behalf, at their direction, with their permission, or otherwise subject to their supervision and control in violation of the terms of this Conservation Easement. In the event that Grantee secures redress from Grantor or person(s) acting on their behalf, at their direction, with their permission, or otherwise subject to their supervision and control in violation of the terms of this Conservation Easement, for a Conservation Easement violation without initiating or completing a judicial proceeding, the costs of such restoration and Grantee's reasonable expenses shall be paid by Grantor and by their personal representatives, heirs, successors, or assigns who are otherwise determined to be responsible for the unauthorized use or activity.
- 15.8 Grantee's Discretion.** Grantee acknowledges its commitment to uphold the Purpose of the Conservation Easement. Enforcement of the terms of the Conservation Easement is, however, at the discretion of Grantee, and any forbearance by Grantee to exercise its rights under this Conservation Easement in the event of any breach of any terms of this Conservation Easement by Grantor or person(s) acting on their behalf, at their direction, with their permission, or otherwise subject to their supervision and control, shall not be deemed or construed to be a waiver by Grantee of such term or any of Grantee's rights under this Conservation Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor may impair such right or remedy or be construed as a waiver of such term or any of Grantee's rights under this Conservation Easement.



**15.9 Waiver of Certain Defenses.** Grantor acknowledges that they have carefully reviewed this Conservation Easement and its terms and requirements. In full knowledge of the provisions of this Conservation Easement, Grantor hereby waives any claim or defense they may have against Grantee or its successors or assigns under or pertaining to this Conservation Easement based upon waiver, laches, estoppel, or prescription, except to the extent the defense is based upon an approval or deemed approval by Grantee pursuant to Section 13 of this Conservation Easement, *Notice or Prior Written Approval Required Before Certain Uses and Activities*.

**15.10 Acts Within and Beyond Grantor's Control.** Grantor is responsible for the acts and omissions of persons acting on their behalf, at their direction, with their permission, or otherwise subject to their supervision and control, and Grantee shall have the right to enforce this Conservation Easement against Grantor for any use of or activity on the Protected Property which is a violation of this Conservation Easement and which result from such act or omission. Nothing contained in this Conservation Easement, however, may be construed to entitle Grantee to bring any action against Grantor to abate, correct, or restore any condition on the Protected Property or to recover damages or costs of enforcement for any injury to or change in the Protected Property resulting from causes beyond Grantor's control, including, without limitation, natural changes, fire, flood, storm, earth movement or climate change, or from acts of third parties or trespassers, that Grantor could not reasonably have anticipated or prevented, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Protected Property or to the public resulting from such causes.

**15.11 Actions Against Trespassers.** In the event the terms of this Conservation Easement are violated by acts of trespasser(s) and Grantee has initiated a suit against the trespasser(s) for such violation, Grantor agrees, at Grantee's option and expense, to join in any suit, and hereby assigns their right of action to Grantee, and hereby appoints Grantee their attorney-in-fact, for the purpose of pursuing enforcement action against the trespasser(s). Under such circumstance, Grantee, shall first apply any damages recovered to the cost of undertaking the suit and any corrective action on the Protected Property.

**15.12 Compliance Certificates.** Upon request by Grantor, Grantee shall, within 30 days execute and deliver to Grantor, or to any party designated by Grantor, any reasonable document, including a certificate that certifies, to the best of Grantee's knowledge, Grantor's compliance or lack of compliance with any obligation of Grantor contained in this Conservation Easement and otherwise evidences the status of this Conservation 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 may conduct an inspection, at Grantor's expense, within 30 days of receipt of Grantor's written request.

## **16 Property Maintenance, Insurance, Liens, and Taxes**

**16.1 Legal Responsibilities.** Grantor retains all responsibilities and will bear all costs and liabilities of any kind related to the ownership, operation, and maintenance of the Protected Property, including the control of noxious weeds in accordance with Washington law.

**16.2 Insurance.** Grantor shall maintain comprehensive general liability insurance coverage for the Protected Property. Such insurance shall name Grantee as an additional insured unless not commercially available. Grantor shall provide written proof of such insurance to Grantee and instruct their carrier to provide thirty (30) days' written notice to Grantee of the lapse or alteration of such insurance. If such insurance is not so maintained, Grantee may acquire said insurance and shall receive reimbursement therefor from Grantor. Grantee may require proof of such insurance prior to recording of the Conservation Easement.

**16.3 Liens.** Grantor will prevent the perfection of any liens against the Protected Property arising out of any work performed for, material furnished to, or obligations incurred by Grantor, provided that the Protected Property shall be deemed to be free of such liens if Grantor is diligently challenging the application of such liens to the Protected Property.

**16.4 Taxes.** Grantor shall pay before delinquency, or file timely appeal of, all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Protected Property by competent authority (collectively "taxes"), including any taxes imposed upon, or incurred as a result of, this Conservation Easement, and shall furnish Grantee with satisfactory evidence of payment upon request. If Grantor fails to pay any taxes when due, Grantee is authorized, but in no event obligated, to make or advance such payment of taxes upon three (3) days prior written notice to Grantor, in accordance with any bill, statement, or estimate procured from the appropriate authority, without inquiry into the validity of the taxes or the accuracy of the bill, statement, or estimate, for which Grantor shall be obligated to promptly reimburse Grantee; and the obligation created by such payment will bear interest until paid by

Grantor at the maximum rate allowed by law.

## 17 General Representations and Warranties

Grantor represents and warrants that, after reasonable investigation and to the best of Grantor's knowledge:

- 17.1 **Good Title.** Grantor has good title to the Protected Property, Grantor has the right to convey this Conservation Easement, and the Protected Property is free and clear of any liens, mortgages or other financial encumbrances;
- 17.2 **Access.** Grantor has legal access from a public road to the Protected Property, and the right to permit Grantee, its successors and assigns, use of the Access Easements, or any future access easement in replace of the existing Access Easements, to access the Protected Property and to carry the rights granted to Grantee under this Conservation Easement.
- 17.3 **Compliance with Applicable Laws.** Grantor and the Protected Property are in compliance with all federal, state, and local laws, regulations, and requirements applicable to the Protected Property and its use;
- 17.4 **No Proceedings or Threatened Litigation.** There is no pending or threatened litigation affecting the Protected Property or any portion of the Protected Property that will materially impair the Conservation Values of any portion of the Protected Property.

## 18 Environmental Representations and Warranties

- 18.1 **Applicable Law.** As used in this Conservation Easement, "Environmental Law" or "Environmental Laws" mean any and all federal, state, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, guidelines, policies or requirements of any governmental authority regulating or imposing standards of liability or standards of conduct (including common law) concerning air, water, solid waste, hazardous materials, worker and community right-to-know, hazard communication, noise, radioactive material, resource protection, subdivision, inland wetlands and watercourses, health protection and similar environmental health, safety, building, and land use as may now or at any time hereafter be in effect.

"Hazardous Materials" means any petroleum, petroleum products, fuel oil, waste oils, explosives, reactive materials, ignitable materials, corrosive materials, hazardous chemicals, hazardous wastes, hazardous substances, extremely hazardous substances, toxic substances, toxic chemicals, radioactive materials, infectious materials and any other element, compound, mixture, solution or substance which may pose a present or potential hazard to human health or the environment. However, Hazardous Materials shall not include biosolids, herbicides,

pesticides, rodenticides, insecticides, and fertilizers applied in accordance with federal, state, and local law.

## **18.2 Environmental Warranties**

- 18.2.a** Grantor warrants that the Protected Property is in compliance with, and will remain in compliance with, all applicable Environmental Laws.
- 18.2.b** Grantor warrants that there are no notices by any governmental authority of any violation or alleged violation of, non-compliance or alleged non-compliance with or any liability under any Environmental Law relating to the operations or conditions of the Protected Property, nor have civil or criminal proceedings been instigated or be pending against Grantor or their predecessors by government agencies or third parties arising out of alleged violations of any Environmental Law.
- 18.2.c** Grantor warrants that Grantor has no actual knowledge of a release, threatened release, dumping, burying, abandonment, or migration from off-site onto the Protected Property of any Hazardous Materials.
- 18.2.d** Neither Grantor nor Grantor's predecessors in interest have disposed of any hazardous substances off-site, nor have they disposed of substances at sites designated or proposed to be designated as federal Superfund (42 U.S.C. §§ 9601 et seq.) or state Model Toxics Control Act (RCW 70A.305.010 et seq.) sites.

**18.3 Environmental Indemnification.** Grantor hereby promises to hold harmless and indemnify Grantee against all litigation, claims, demands, penalties, fines, and damages, including reasonable attorney's fees, arising from or connected with the release or threatened release of any Hazardous Materials on, at, beneath, or from the Protected Property, or arising from or connected with a violation of any Environmental Laws by Grantor or any other prior owner of the Protected Property. Grantor's indemnification obligation shall not be affected by any authorizations provided by Grantee or the United States to Grantor with respect to the Protected Property or any restoration activities carried out by Grantee at the Protected Property; provided, however, that Grantee shall be responsible for any Hazardous Materials contributed after this date to the Protected Property by Grantee.

**18.4 Remediation.** If, at any time, there occurs, or has occurred, a release in, on, or about the Protected Property of any Hazardous Material, Grantor agrees to take all steps required under applicable law to assure its containment and remediation, including any cleanup that may be required, unless the release was caused by Grantee, in which case Grantee shall be responsible for remediation.

**18.5 Control.** Nothing in this Conservation Easement may 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 operation with respect to the Protected Property within the meaning of the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended ("CERCLA"), and/or the Model Toxic Control Act ("MTCA").

**18.6 Compliance with Regulatory Requirements.** Grantor shall conduct all reserved and permitted uses and activities under this Easement to meet all requirements of federal, state and local statutes, rules, and regulations as they may be amended from time to time.

## 19 Indemnification

Grantor hereby agrees to release and hold harmless, indemnify, and defend Grantee and its members, directors, officers, employees, agents, and contractors and the personal representatives, heirs, successors, and assigns of each of them (collectively "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorney's fees, arising from or in any way connected with:

- (a) Injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Protected Property, regardless of cause unless due solely to the negligence of any of the Indemnified Parties; and
- (b) The obligations, covenants, representations, and warranties in Sections 16, 17 (including without limitation those related to Title and Access) and 18.

## 20 Amendments and Discretionary Consent

**20.1 General.** In the view of the perpetual nature of this Conservation Easement, Grantor and Grantee recognize that circumstances could arise that justify Grantee's discretionary consent or the amendment of certain terms, covenants, or restrictions contained in this Conservation Easement, provided such amendment is not inconsistent with the Purpose of the Conservation Easement. In particular, some activities, technologies, evolution of the land and other natural resources for reasons including climate change, or uses of the Protected Property that are compatible with the Purpose of this Conservation Easement may not have been anticipated by Grantor and Grantee at the time the Conservation Easement was granted. Therefore, Grantor and Grantee have the right to agree to amendments to this Conservation Easement and/or Grantee may, upon its interpretation of the Conservation Easement, provide its discretionary consent for certain uses or activities on the Protected Property,

provided that, in its sole and exclusive judgment, Grantee determines that such amendment or discretionary consent furthers, or is not inconsistent with, the Purpose of this Conservation Easement and is consistent with other Grantee requirements as provided for in Subsection 20.2 below. Nothing in this section shall require Grantee to agree to any amendment or to provide its discretionary consent. Furthermore, Grantee's failure to respond to a request of Grantor for an amendment or discretionary consent shall not be deemed to provide Grantee's consent to, or approval of, such request.

**20.2 Requirements.** If circumstances arise under which a discretionary consent or an amendment to or modification of this Conservation Easement would be appropriate, such discretionary consent or amendment shall meet all of the following requirements,

**20.2.a Consistency with Purpose.** Any such discretionary consent or amendment shall be consistent with the Purpose of this Conservation Easement and intent to protect such purpose in perpetuity. No use shall be made of the Protected Property, and no activity thereon shall be permitted, which is or is likely to become inconsistent with the Purpose of this Conservation Easement.

**20.2.b Consistency with Other Requirements:**

- (i) No discretionary consent or amendment shall be allowed that shall affect the qualification of this Conservation Easement or the status of Grantee under any applicable laws, including RCW 64.04.130, Chapter 84.34 RCW, or section 170(h) of the Code;
- (ii) Any such discretionary consent or amendment may not diminish the effectiveness of this Conservation Easement in carrying out the Purpose of the Conservation Easement in any way and only those amendments that strengthen the effectiveness of the Conservation Easement in carrying out the Purpose of the Conservation Easement may be permitted;
- (iii) Any such discretionary consent or amendment shall have a net beneficial or neutral effect on the relevant Conservation Values protected by the Conservation Easement;
- (iv) Any such discretionary consent or amendment may not affect the perpetual duration of the Conservation Easement;
- (v) Any such discretionary consent or amendment shall not result in the release of any portion of the Protected Property from permanent protection under this Conservation Easement absent extinguishment of the Conservation Easement as to such portion of the Property in accordance with the provisions of Section 21;

(vi) Any such discretionary consent or amendment shall not result in private inurement or confer impermissible private benefit; and.

(vii) No discretionary consent or amendment shall be allowed based on economic hardship.

**20.2.c Consistency with Grantee policies.** Any amendment or discretionary consent shall be consistent with Grantee's Conservation Easement Amendment Policy.

**20.3 Amendments.** To be effective, any amendment to this Conservation Easement shall be by the delivery of an amended easement deed, executed by both Grantor and Grantee and recorded in the official records of Skagit County, Washington, and any other jurisdiction in which such recording is required.

## **21 Extinguishment, Condemnation and Proceeds**

**21.1 Extinguishment and Proceeds.** Grantor and Grantee agree that, if a subsequent unexpected change in the conditions surrounding the Protected Property that is the subject of a donation of the perpetual conservation restriction renders impossible or impractical the continued use of the property for conservation purposes, the conservation purpose can nonetheless be treated as protected in perpetuity if (1) the restrictions are extinguished by judicial proceeding and (2) all of Grantee's portion of the proceeds (as determined below) from a subsequent sale or exchange of the Protected Property are used by the Grantee in a manner consistent with the conservation purposes of the original contribution.

**21.2 Condemnation.** If all or any of the Protected Property is taken by exercise of the power of eminent domain or acquired by purchase in lieu of condemnation, whether by public, corporate, or other authority, so as to extinguish this Conservation Easement, in whole or in part, Grantor and Grantee shall join in appropriate actions to recover the full value of the interest in the Protected Property subject to the taking or in lieu purchase and all direct or incidental damages resulting from the taking or in lieu purchase.

**21.3 Valuation and Proceeds.** Grantor and Grantee agree that the donation of the perpetual conservation restriction, in the form of this Conservation Easement, gives rise to a property right, immediately vested in Grantee, with a fair market value that is at least equal to the proportionate value that the perpetual conservation restriction, in the form of this Conservation Easement, at the time of the gift, bears to the fair market value of the property as a whole at that time. The proportionate value of Grantee's property rights remains constant such that if a subsequent sale, exchange, or involuntary conversion of the Protected Property occurs, Grantee is entitled to a portion of the proceeds at least equal to that proportionate value of the perpetual conservation restriction, in the form of this Conservation Easement. If the Grantor

obtains an appraisal for federal income or other tax purposes, Grantor shall provide the Grantee with a copy of that appraisal.

## 22 Subsequent Transfers

### 22.1 Grantor agrees to:

- 22.1.a Incorporate the terms of this Conservation Easement by reference in any deed or other legal instrument by which they divest themselves of any interest in all or a permissible portion of the Protected Property, including, without limitation, a leasehold interest; *provided*, that any failure to so reference this Conservation Easement shall not diminish its application or the Grantee's interest in the Protected Property.
- 22.1.b Describe this Conservation Easement in and append it to any executory contract for the transfer of any interest in the Protected Property; *provided*, that any failure to so reference this Conservation Easement shall not diminish its application or the Grantee's interest in the Protected Property.
- 22.1.c Obtain a certificate from the purchaser, leaseholder, or other party gaining an interest in all or part of the Protected Property and any financier, acknowledging their awareness of this Conservation Easement and their intent to comply with it. Such certificate shall be appended to and recorded with any deed or other legal instrument by which Grantor divests themselves of any interest in all or a portion of the Protected Property; and
- 22.1.d Give Notice to Grantee of the transfer of any interest in all or a permissible portion of the Protected Property, pursuant to Section 13, *Notice or Prior Written Approval Required Before Certain Uses and Activities*, no later than 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 the prospective transferee's representative.

22.2 The failure of Grantor to perform any act required by this Section does not impair the validity of this Conservation Easement or limit its enforceability in any way.

## 23 Assignment and Succession

23.1 **Assignment.** Grantee's interest in this Conservation Easement is transferable, but Grantee may assign its rights and obligations under this Conservation Easement only to an organization that is a qualified organization at the time of transfer under section 170(h) of the Code (or any successor provision then applicable), and the Treasury Regulations, and authorized to acquire and hold conservation easements under RCW 64.04.130 or RCW 84.34.250 (or any successor provision then applicable). As a condition of such transfer, Grantee shall require that the Purpose of this Conservation



Easement will continue to be carried out by the transferee. Grantee shall notify Grantor in writing, at Grantor's last known address, in at least 30 days in advance of such assignment.

**23.2 Succession.** If at any time it becomes impossible for Grantee to ensure compliance with the covenants contained herein and Grantee has not named a successor organization, or the Grantee shall cease to exist, then its rights and duties hereunder shall become vested and fall upon the following named entities:

**23.2.a** The Whatcom Land Trust, 412 N. Commercial Street, Bellingham, WA 98227; or

**23.2.b** Such other entity, with purposes similar to the Skagit Land Trust, constituting a "qualified organization" within the meaning of the Code (or corresponding provision of any future statute); provided that if such vesting in the entities named above is deemed to be void under the Rule Against Perpetuities, the rights and obligations under this Conservation Easement shall vest in such organization as a court of competent jurisdiction shall direct, pursuant to the applicable Washington law and the Code (or corresponding provision of any future statute) and with due regard to the Purpose of this Conservation Easement.

#### **24 No Representation of Tax Benefits**

**24.1** Grantor has not relied upon any information or analyses furnished by Grantee with respect to the availability, amount or effect of any deduction, credit or other benefit to Grantor under the Code, the Treasury Regulations or other applicable law, or the value of this Conservation Easement or the Protected Property.

**24.2** Grantor has relied solely upon its own judgment and/or professional advice furnished by the appraiser and legal, financial, and surveying professionals engaged by the Grantor in entering into this Conservation Easement. If any person providing services in connection with this Conservation Easement or the Protected Property was recommended by Grantee, the Grantor acknowledges that Grantee is not responsible in any way for the performance of services by these persons.

**24.3** The Conveyance of this Conservation Easement is not conditioned upon the availability or amount of any deduction, credit or other benefit under the Code, the Treasury Regulations or other applicable law.

#### **25 Interpretation**

Any general rule of construction to the contrary notwithstanding, the provisions of this Conservation Easement shall be liberally construed to effectuate the Purpose of this Conservation Easement and the policy and purpose of RCW 64.04.130, RCW Chapter 84.34 and Code Section 170(h). Grantor and Grantee acknowledge that the perpetual prohibitions and limitations against

certain uses of, and activities on, the Protected Property, including, but not limited to those against subdivision of the Protected Property, have been specifically negotiated. Grantor and Grantee agree that no law favoring reasonable temporal limitations shall be used in the interpretation of this Conservation Easement. The Parties acknowledge that each Party has reviewed and revised this Conservation Easement and that no rule of construction that ambiguities are to be resolved against the drafting Party shall be employed in the interpretation of this Conservation Easement. If any provision in this Conservation Easement is found to be ambiguous, an interpretation consistent with the Purpose of this Conservation Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

## 26 General Provisions

**26.1 Recordation.** Grantee shall record this instrument in a timely fashion in the official records of Skagit County, Washington, and in any other appropriate jurisdictions, and may re-record it at any time as may be required to preserve its rights in this Conservation Easement.

**26.2 Controlling Law.** The interpretation and performance of this Conservation Easement is governed by the laws of the State of Washington.

**26.3 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 relating to the Protected Property, all of which are merged into this Conservation Easement. No alteration or variation of this instrument is valid or binding unless contained in an amendment that complies with Section 20, *Amendments and Discretionary Consent*.

**26.4 Subordination.** No provision of this Conservation Easement is to be construed as impairing the ability of Grantor to use the Protected Property as collateral for any loan, provided that any mortgage, deed of trust or other lien arising after the date of execution of this Conservation Easement shall be subordinate to the Purpose and other terms of this Conservation Easement, and said security interest in the Protected Property may not be foreclosed so as to create a division or subdivision of the Protected Property or extinguish or otherwise affect Grantee's rights under this Conservation Easement.

- 26.5 No Merger.** In the event Grantee acquires all or a portion of the fee title to the Protected Property covered by this Conservation Easement, the Parties intend that no merger of title will occur that would merge the restrictions of this Conservation Easement with fee title to the Protected Property and thereby eliminate them, as the Parties intend that no such merger shall take place and that the restrictions on the use of the Protected Property, as embodied in this Conservation Easement shall, in the event title becomes vested in Grantee, become and remain permanent and perpetual restrictions on the use of the Protected Property as provided for in this Conservation Easement, and that merger, which would eliminate such restrictions, shall not take place.
- 26.6 Severability.** If any provision of this Conservation Easement, or its application to any person or circumstance, is found to be invalid, the remainder of the provisions of this Conservation Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, may not be affected.
- 26.7 Joint Obligation.** The obligations imposed by this Conservation Easement upon Grantor are joint and several.
- 26.8 No Forfeiture.** Nothing in this Conservation Easement will result in a forfeiture or reversion of Grantor's title in any way.
- 26.9 Successors and Assigns.** The covenants, terms, conditions, and restrictions of this Conservation Easement are binding upon, and inure to the benefit of, the Parties to this Conservation Easement and their respective personal representatives, heirs, successors, and assigns, and continue as a servitude running in perpetuity with the Protected Property.
- 26.10 Termination of Rights and Obligations.** A Party's rights and obligations under this Conservation Easement terminate upon transfer of the Party's interest in the Conservation Easement or Protected Property, except that liability for acts or omissions occurring prior to transfer will survive transfer.
- 26.11 Captions.** The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.
- 26.12 Counterparts.** The Parties may execute this instrument in two or more counterparts, each of which shall be signed by all Parties. Each counterpart is 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 controls.

**26.13 Notice of Suit.** Grantor shall immediately provide Grantee with notice of any lawsuit or administrative action involving the Protected Property or which threatens Grantee's rights in this Conservation Easement. Notice shall be sent to Grantee's address and shall include a copy of any lawsuit or administrative action filed. Grantor agrees not to object to Grantee's intervention in any such lawsuit or action. Such lawsuit or action can include, but is not limited to, quiet title action, partition, condemnation or eminent domain, foreclosure, environmental cleanup or enforcement, or any other lawsuit or action affecting the Protected Property and/or potentially affecting the Conservation Values protected by this Conservation Easement.

**26.14 Effective Date.** The "Effective Date" of this Conservation Easement is the date of recording in the records of Skagit County, Washington. This Conservation Easement is not effective until recorded.

## 27 Schedule of Exhibits

- A. Legal Description
- B. Site Maps
- C. Baseline Report

*{Signature pages follow}*

TO HAVE AND TO HOLD unto Grantee, its successors, and assigns forever.

IN WITNESS WHEREOF, the undersigned Grantor has executed this instrument this 12<sup>th</sup> day of Dec, 2024

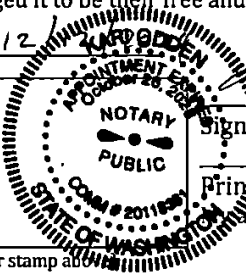
Gerrit Jan van den Eng  
Gerrit Jan van den Eng

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 Eng 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: 12

  
\_\_\_\_\_  
Signature of Notary Public  
Kari Odden  
Printed Name of Notary Public  
Appointment expires 10/26/2028

(Notary seal or stamp above)

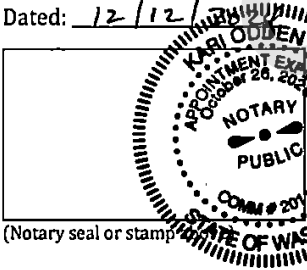
SKAGIT LAND TRUST does hereby accept the above Grant Deed of Conservation Easement.

Dated: Dec 12, 2024 By: Kathy Thornburgh  
 Kathy Thornburgh, President, Skagit Land Trust

State of Washington )  
 ) ss.  
 County of Skagit )

I certify that I know or have satisfactory evidence that <sup>Kathy Thornburgh</sup>~~Mark Hitchcock~~ is the person who appeared before me, and said person acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the Board of Directors President of Skagit Land Trust to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 12/12/2024



Signature of Notary Public: Kari Odden  
 Printed Name of Notary Public: Kari Odden  
 My Appointment expires 10/26/2028

(Notary seal or stamp)

## EXHIBIT A

Legal DescriptionP42500

The West Half of the Southwest Quarter of the Southeast Quarter of Section 11, Township 35 North, Range 7 East, W.M., EXCEPT County Road. (Also known as a portion of remainder parcel of said Short Plat No. 12-80).

TOGETHER WITH the following described parcel:

The East 581.44 feet of the Northwest Quarter of the Southeast Quarter of Section 11, Township 35 North, Range 7 East, W.M., and the South Sixty (60) Feet of the Northwest Quarter of the Southeast Quarter, EXCEPT Lot 1 of Short Plat 12-80 recorded on March 7, 1980 under Auditor's File No. 8003070050, records of Skagit County, Washington.

P42499

Lot 1 of SKAGIT COUNTY SHORT PLAT NO. 12-80, as approved March 7, 1980 and recorded March 7, 1980, in Volume 4 of Short Plats, page 42, under Auditor's File No. 8003070050, records of Skagit County, Washington; being a portion of Southeast Quarter of Section 11, Township 35 North, Range 7 East of the Willamette Meridian.

P42497

The Northwest 1/4 of the Southeast 1/4, Section 11, Township 35 North, Range 7 East, W.M.; EXCEPT Lot 1 of Short Plat No. 12-80, approved and recorded March 7, 1980, under Auditor's File No. 8003070050, records of Skagit County, Washington;

ALSO EXCEPT the County Road along the West line thereof;

AND ALSO EXCEPT that portion thereof conveyed to the State of Washington by Deed dated August 5, 1949, recorded October 20, 1949 under Auditor's File No. 437137, records of Skagit County, Washington. (Also known as a portion of remainder parcel of said Short Plat No. 12-80.) AND ALSO EXCEPT the East 581.44 feet of the Northwest 1/4 of the Southeast 1/4 of Section 11, Township 35 North, Range 7 East, W.M., and the South 60 feet of the Northwest 1/4 of the Southeast 1/4, EXCEPT Lot 1, Short Plat No. 12-80, recorded March 7, 1980, under Auditor's File No. 8003070050, records of Skagit County, Washington.

P42469

Tract 2, of Skagit County Short Plat No. 57-88, approved January 13, 1989, and recorded January 18, 1989, under Auditor's File No. 8901180051, in Volume 8 of Short Plats, Page 103, records of Skagit County, Washington, being a portion of the North 1/2 of the Northeast 1/4 of the Southwest 1/4 of Section 11, Township 35 North, Range 7 East, W.M.

P119246

Lot 2, SKAGIT COUNTY SHORT CARD NO. PL-23-0517, as approved May 21, 2024, and recorded May 22, 2024 under Auditor's File No. 202405220101, records of Skagit County, Washington, being a portion of the Southeast Quarter of the Southeast Quarter of Section 11, Township 35 North, Range 7 East of the Willamette Meridian, Skagit County, Washington.

P42658, P105002, P105003, P107949, P117196, P117290

PARCEL A:

Tract B of SKAGIT COUNTY SHORT PLAT NO. 68-78, approved August 16, 1978 and recorded August 17, 1978, in Volume 2 of Short Plats, page 250, under Auditor's File No. 885689, records of Skagit County, Washington; being a portion of Section 14, Township 35 North, Range 7 East of the Willamette Meridian.

PARCEL B:

The West Half of the Southwest Quarter of the Northwest Quarter of the Northwest Quarter, Section 13, Township 35 North, Range 7 East of the Willamette Meridian.

PARCEL C:

The East Half of the Southwest Quarter of the Northwest Quarter of the Northwest Quarter, Section 13, Township 35 North, Range 7 East of the Willamette Meridian.

PARCEL D:

That portion of the Northwest Quarter of the Northwest Quarter of the Northwest Quarter of Section 13, Township 35 North, Range 7 East of the Willamette Meridian, described as follows:

Beginning at the Southwest corner of said subdivision; Thence North 01°07'22" East along the West line thereof, a distance of 458.22 feet; Thence South 67°51'29" East, a distance of 712.01 feet to a point on the East line of said subdivision which is 205.00 feet North of the Southeast corner thereof; Thence South 00°59'30" West, a distance of 205.00 feet to the



Southeast corner of said subdivision; Thence North 88°43'01" West along the South line of said subdivision, a distance of 665.10 feet to the point of beginning of this description.

PARCEL E:

A non-exclusive easement for ingress, egress and utilities over and across a strip of land 60 feet in width, the centerline of which is described as follows:

Beginning at the corner common to Sections 11, 12, 13 and 14 of Township 35 North, Range 7 East of the Willamette Meridian; Thence North 89°15'22" West along the line common to Sections 11 and 14 aforesaid, a distance of 668.06 feet to the Southwest corner of the Southeast Quarter of the Southeast Quarter of the Southeast Quarter of said Section 11 and center of described road, referred to herein as Point "A" of this description; Thence South along the centerline of existing road, being the centerline of the Northeast Quarter of the Northeast Quarter of said Section 14, a distance of 1,328.03 feet, more or less, to an intersection with the Southeast corner of the Southwest Quarter of the Northeast Quarter of the Northeast Quarter of Section 14, Township 35 North, Range 7 East of the Willamette Meridian; Thence commencing from point "A" described; Thence North along the centerline of the Southeast Quarter of the Southeast Quarter aforesaid to an intersection with the South boundary of County road, known as Cape Horn County Road.

P42509, P42580, P121065

Lots 1 and 2, "ELYSIAN MEADOWS," as per plat recorded on October 7, 2003, under Auditor's File No. 200310070060, records of Skagit County, Washington.

P42659

Tract "C" of Short Plat No. 68-78, approved August 16, 1978 and recorded August 17, 1978 under Auditor's File No. 885689, in Volume 2 of Short Plats, page 250, being a portion of Sections 11 and 14, Township 35 North, Range 7 East, W.M.

TOGETHER WITH a non-exclusive easement for ingress, egress and installation of utilities as established in document recorded May 23, 1972 under Auditor's File No. 768614.

P42654

Tract "A" of Short Plat No. 68-78, approved August 26, 1978, and recorded August 17, 1978, under Auditor's File No. 885689. (Being a portion of the North 1/2 of the Southeast

1/4 of the Northeast 1/4 of the Northeast 1/4 of Section 14, Township 35 North, Range 7 East, W.M ..)

TOGETHER WITH an easement for ingress, egress and utilities over and across a strip of land 60 feet in width, established in document recorded May 23, 1972 under Auditor's File No. 768614.

P42511

The South ½ of the Southeast ¼ of the Southeast ¼ of the Southeast ¼ of Section 11, Township 35 North, Range 7 East, W.M.

TOGETHER WITH a non-exclusive easement for ingress, egress and installation of utilities as established in document recorded May 23, 1972, under Auditor's File No. 768614.

P42510. P42512. P42514

TRACT "A":

That portion of the SE 1/4 of the SE 1/4 of Section 11, Township 35 North, Range 7 E.W.M., lying Southerly of the Cape Horn County Road and Westerly of the centerline of that certain easement recorded May 23, 1972, under Auditor's File No. 768614, and being more particularly described as follows:

Commencing at the Southeast corner of said Section 11; thence North 89°15'22" West, along the South line of said Section 11, 668.06 feet to the Southwest corner of the SE 1/4 of the SE 1/4 of the SE 1/4 of said Section 11; thence North 0°01'37" West, along the West line of said subdivision, 253.55 feet; thence North 89°15'22" West, parallel with said South line of said Section 11, 304.00 feet to the True Point of Beginning; thence continue North 89°15'22" West, along said parallel line, 336.94 feet to an intersection with a line that is 30 feet East of and parallel with the West line of said SE 1/4 of the SE 1/4 of said Section 11, as measured at right angles to said West line; thence North 0°04'50" West, along said parallel line, 155.27 feet to the Southerly margin of said Cape Horn Road; thence Easterly along said Southerly margin, 359.65 feet to a point that is North 0°21'19" East 256.78 feet of the point of beginning, thence continue South to the to the True Point of Beginning.

TRACT "B":

That portion of the SE 1/4 of the SE 1/4 of Section 11, Township 35 North, Range 7 E.W.M., lying Southerly of the Cape Horn County Road and Westerly of the centerline of that certain easement recorded May 23, 1972, under Auditor's File No. 768614, and being more particularly described as follows:

Commencing at the Southeast corner of said Section 11; thence North 89°15'22" West, along the South line of said Section 11, 668.06 feet to the Southwest corner of the SE 1/4 of the SE 1/4 of the SE 1/4 of said Section 11; thence North 0°01'37" West, along the West line of said subdivision, 253.55 feet to the True Point of Beginning; thence North 89°15'22" West, parallel with said South line of said Section 11, 304.00 feet; thence North 0°21'19" West 256.78 feet to the Southerly margin of said Cape Horn Road; thence Easterly, along said Southerly margin, 324.40 feet to the said West line of the SE 1/4 of the SE 1/4 of the SE 1/4 of said Section 11; thence South 0°01'37" East, along said West line, 365.28 feet to the True Point of Beginning.

**TRACT "C":**

That portion of the Southeast quarter of the Southeast quarter of Section 11, Township 35 North, Range 7 East, W.M., lying Southerly of the Cape Horn County Road and Westerly of the centerline of that certain easement recorded May 23, 1972, under Auditor's File No. 768614, and being more particularly described as follows:

Commencing at the Southeast corner of said Section 11; thence North 89°15'22" West, along the South line of said Section 11, 668.06 feet to the Southwest corner of the Southeast quarter of the Southeast quarter of the Southeast quarter of said Section 11 and the True Point of Beginning; thence North 0°01'37" West along the West line of said subdivision 253.55 feet; thence North 89°15'22" West parallel with said South line of said Section 11, 350.48 feet; thence South 0°21'19" East 253.57 feet to the said South line of said Section 11; thence South 89°15'22" East along said South line 349.03 feet to the True Point of Beginning.

P42649

**PARCEL A:**

The South ½ of the Northeast ¼ of the Northeast ¼ of the Northeast ¼ of Section 14, Township 35 North, Range 7 East, W.M., lying Easterly of the centerline of that certain road easement as described in Declaration of Easement recorded May 23, 1972, under Auditor's File No. 768614, records of Skagit County, Washington.

**PARCEL B:**

An easement for ingress, egress and utilities, as described in Auditor's File No. 768614, records of Skagit County, Washington, over, across, and along an existing private road, being 60 feet wide and the centerline of which is described as follows:

That portion of Sections 11 and 14, Township 35 North, Range 7 East, W.M., described as follows:

Beginning at the corner common to Sections 11, 12, 13 and 14 of Township 35 North, Range 7 East, W.M.; thence North  $89^{\circ}15'22''$  West along the line common to Sections 11 and 14 aforesaid a distance of 668.06 feet to the Southwest corner of the Southeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of said Section 11 and center of described road, referred to herein as Point "A" of this description; thence South along the centerline of existing road, being the centerline of the Northeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of said Section 14 a distance of 1,328.03 feet, more or less, to an intersection with the Southeast corner of the Southwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 14, Township 35 North, Range 7 East, W.M.; thence commencing from Point "A" described; thence North along the centerline of the Southeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  aforesaid to an intersection with the South boundary of county road, known as Cape Horn Road county road.

EXHIBIT B

Birdsview CE - Site Map

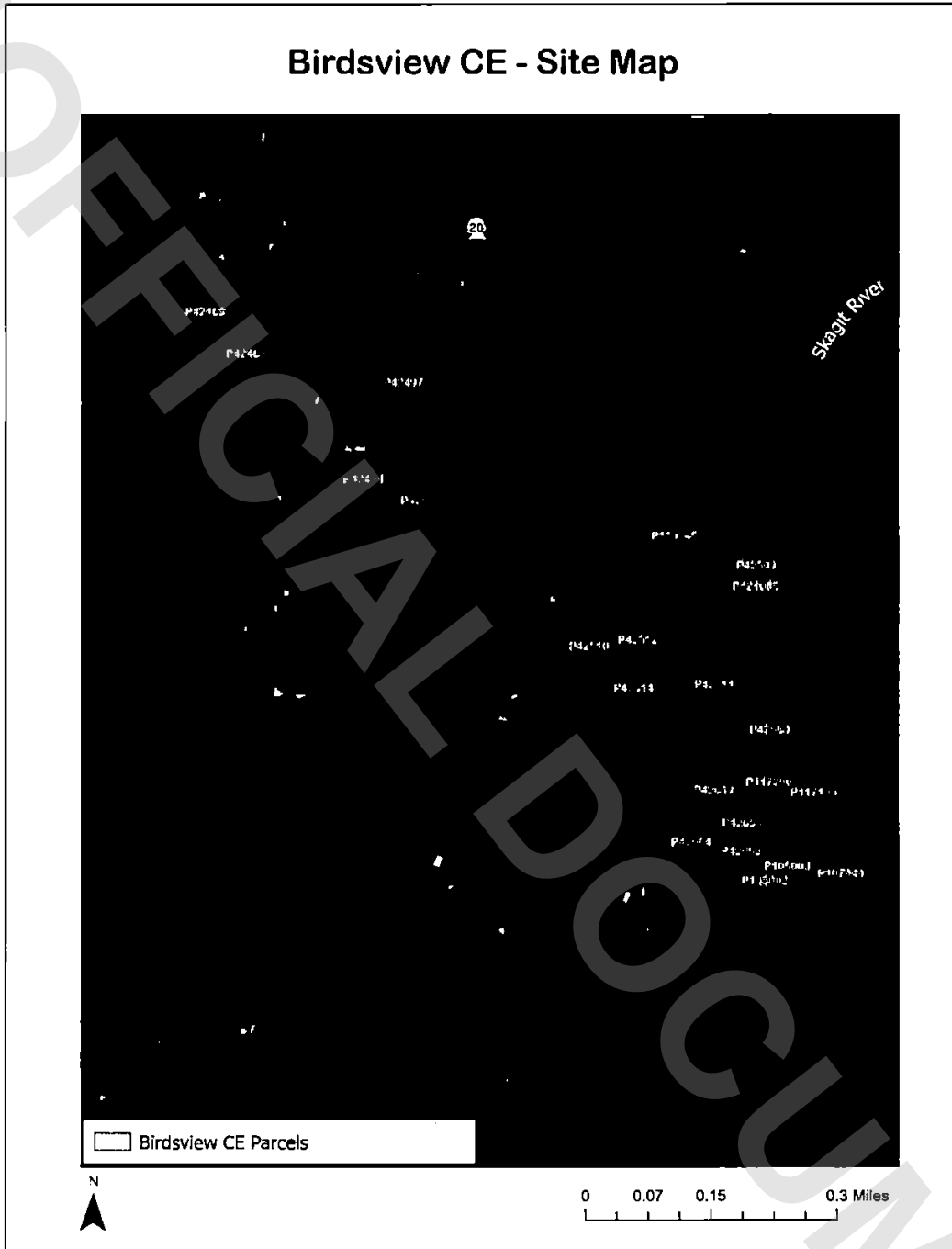


EXHIBIT C

BASELINE REPORT  
BIRDSVIEW TRASK-ENGH 2024 CONSERVATION EASEMENT



Michael Kirshenbaum, M.S., Geography  
Conservation Director, Skagit Land Trust  
October 10, 2024

**Birdsview Trask - Engh Conservation Easement (2024) – Skagit Land Trust**

Grantor Information: Barbara Jo Trask  
Gerrit Jan van den Engh

Location: Concrete, WA 98274  
Skagit County, Washington  
Sections 2, 11, 13 & 14

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

Assessor's Tax Parcel No: P42659, P42658, P42654, P42649, P42580, P42514,  
P42512, P42511, P42510, P42509, P42500, P42499,  
P42497, P121065, P119246, P117290, P117196,  
P107949, P105003, P105002, P42469

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

**Property Information**

Acres: 122 acres

Number of Existing Homes: 5

Elevation: 150-180 ft.

County Zoning: Rural Reserve Residential, Current Use Farm and Ag

Surveys: Portions of the property have been surveyed:

- P42469 - AF#8901180051
- P42497, P42499, P42500 - AF# 198003070050
- P42509 - AF# 202311170063
- P42511 - AF# 892598 & AF# 202311170063
- P42514 - AF# 202311170063
- P42654, P42658, P42659 - AF# 885689 – *Short plat, no corners set*
- P105003 - AF#199406160073
- P19246, P119246 - AF#200206140095 & AF#202405220101

Driving Directions: From Mount Vernon, drive north on I-5, then east on Hwy 20. The portion of the property south of Hwy 20 can be accessed via Wilde Rd and/or Cape Horn Rd.

Boundaries: Staff marked surveyed property corners with T posts in 2024.

**Site Overview**

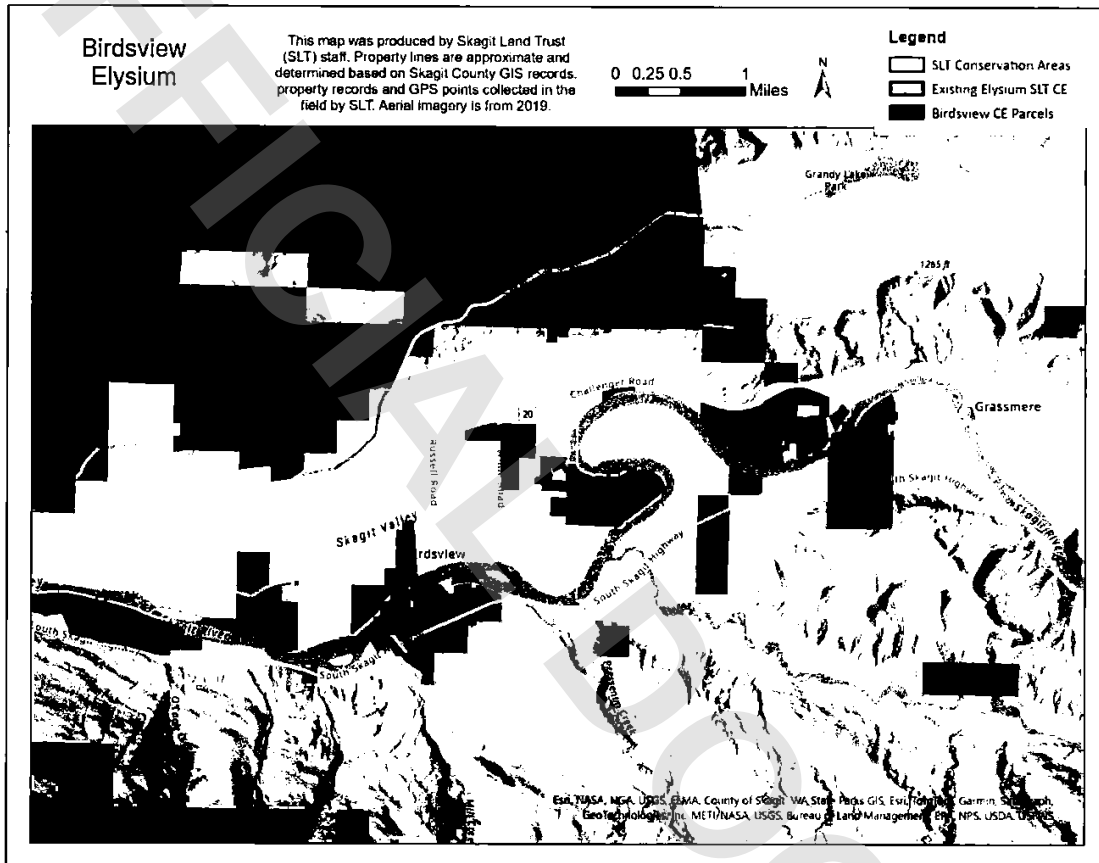
The Protected Property features approximately 122 acres of open fields and maturing forest. The property is part of the forested viewshed from SR 20 and Cape Horn Rd. Working agricultural land, associated agricultural buildings, 5 single family homes and various other improvements (catalogued in this document) are located within the protected area.





### Geographic Context

The protected property encompasses a mix of forest and fields in the Skagit Valley along the north side of the Skagit River in Skagit County, Washington. SR 20 cuts through the protected property in an east / west orientation. Other nearby land ownership is a mix of private residential and agriculture, and DNR owns forestland to the north that is managed for timber harvest. The Trust already holds a conservation easement on adjacent land to the east of this protected area and owns or protects (via other conservation easement) several nearby properties along the Skagit River.



### Geology

*Landforms:* The protected property lies within the Skagit Valley, to the north of the Skagit River 100-year floodplain. Most of the area is on the valley floor and relatively flat. *See protected property hillshade map below, in Hydrology.*

*Soils Map*



- USGS Soil Type: 75 – Indianola loamy sand, 0-5 percent slopes
- USGS Soil Type: 59 - Giles silt loam
- USGS Soil Type: 12 - Birdsvew loamy sand
- USGS Soil Type: 5 – Barneston gravelly ashy loam, 0 to 8 percent slopes
- USGS Soil Type: 88 and 89 – Larush and Larush variant silt loam
- USGS Soil Type: 157 – Wickersham silt loam, 0 to 8 percent slopes

*Indianola sandy loam* – This deep and well-drained soil is on terraces, formed in sandy glacial drift. The native vegetation is mainly conifers. The elevation is 50-600 feet, and the permeability of this soil is rapid. Available water capacity is moderate to moderately high. Runoff is slow, and the hazard of water erosion is slight.

*Giles silt loam* – This very deep, well-drained soil is on terraces, formed in glacial outwash and volcanic ash. Native vegetation is mainly mixed conifers and hardwoods. The elevation is 200-500 feet. The permeability of this soil is moderate. The available water capacity is high. Runoff is slow, and the hazard of water erosion is slight.

*Birdsview loamy soil* – This is very deep excessively drained soil on terraces that formed in glacial outwash. Permeability of this soil is rapid. Available water capacity is low to moderate, and runoff is slow with only a slight hazard of water erosion. In one area, runoff is rapid, and the hazard of water erosion is severe.

*Barneston gravelly loam* – This very deep somewhat excessively drained soil is on outwash terraces formed in loess and volcanic ash underlain by glacial outwash. The native vegetation is mainly conifers. The elevation is 200-1200 ft. The permeability is moderately rapid to the substratum and very rapid through it. Runoff is slow, and the hazard of water erosion is slight.

*Larush silt loam* – This very deep, well-drained soil is on alluvial fans, flood plains and terraces along major and old streams. It formed in alluvium, sometimes in an admixture of volcanic ash. This soil is subject to occasional, brief periods of flooding from November to April.

*Wickersham silt loam* – This deep, well-drained soil is on alluvial fans and terraces. The permeability is moderate in surface and subsoil and very rapid in substratum. The available water capacity is moderately high. Runoff is slow, the hazard of water erosion is slight.

Throughout the entire property, Douglas fir is the main woodland species. The whole property has an effective rooting depth of more than 60 inches, with the exception of some Larush silt loam, where the effective rooting depth is 18-36 inches from November to May.

*Soil map and information retrieved via USDA's Web Soil Survey.*

*Minerals and Mining:* There are no severed mineral rights on these parcels.

### Hydrology

There is very limited active hydrology on the protected property. Except for one small portion in the far SE corner, it is entirely out of the floodplain. That said, it is immediately adjacent to and connected with the Birdsview Elysium conservation easement, which lies along the banks of the Skagit River.



### Priority Habitats and Species

The protected property lies within Washington Department of Fish and Wildlife (WDFW) Priority Habitats and Species (PHS) identified occurrence or habitat zones for elk and northern spotted owl. The Skagit River, which is located very near the protected property, provides habitat for several salmonids, including Coho, Sockeye, Pink, Chinook, Chum, Cutthroat, Steelhead, Rainbow Trout, and Bull Trout, all of which are priority species.

*Elk:* The property is part of one of the largest core areas for elk in Skagit County based on radio tagging done by the Stillaguamish Tribe of Indians and Washington State Department of Transportation. The fields and forest are utilized as forage by a significant portion of the Nooksack elk herd. Elk feed in the field and rest and browse on native species under the cover of the adjacent forested areas. This protected area provides a corridor for elk to travel between the Skagit River, upland forests, and other protected

lands in the region. In the recent past, most of the herd was based in higher country and just came down to the valley bottom during the winter. A significant portion of the herd now remains in the valley bottom for the entire year. This may be partly due to changing management practices on nearby National Forest lands – reduced logging there has limited the creation of openings in higher country which had previously served as forage areas for elk. Elk populations on the National Forest are expected to decline as forage continues to decline.



1:125,000

Above map provided to us by Jen Sevigny, Wildlife Program Manager with the Stillaguamish Tribe of Indians, based on radio collared elk data. The red circle is the project area. The blue ovals are elk locations.

**Forest:** There are approximately 66 forested acres. The mosaic of varied previous ownership of the protected area has led to a maturing forest with forest stands of varied age, though the forest is all maturing second or third growth forest which was harvested at least once before 1937 aerial imagery was captured. The forest may generally be categorized as a North Pacific Maritime Mesic-Wet Douglas-Fir Western Hemlock Forest (DNR 2015). This type of ecosystem supports many common and uncommon wildlife species. Late seral stands typically have an abundance of large coniferous trees, a multi-layered canopy structure, biological legacies of large snags, and many large logs on the ground. Fire is the major natural disturbance in this system, and intervals may range from <100 to several hundred years. This system is characterized by giant conifers making up the canopy (particularly *Pseudotsuga menziesii*, *Tsuga heterophylla* and *Thuja plicata*) with some hardwood co-dominants (*Alnus rubra* and *Populus trichocarpa*) and a diverse understory. *Tsuga heterophylla* presence tends to increase over time in the absence of major disturbance but is typically lacking in younger stands. Major understory species include *Gaultheria shallon* (Salal), *Acer circinatum* (Vine maple), and *Achlys triphylla* (Vanilla leaf).

*Polystichum munitum* (Swordfern) makes up less than 30% of the groundcover, and mosses and lichens are abundant.

**Agricultural Fields:** The protected property contains approximately 50 acres of agricultural fields. These fields are leased by local farmers for pasturing, hay, and crop production and support the continuation of agriculture in the area. Some of them have been used for agricultural production since the 1800's.

Though the agricultural fields on the property have been created and maintained by humans, they do have some conservation value. The hay fields and pastures are utilized as high-quality elk forage, which draws elk from neighboring agricultural lands. The fields also provide foraging habitat for a variety of insect eating animals such as swallows, swifts, flycatchers, and several species of bats. Rodents and small birds living in the open field feed on insects and attract birds of prey such as northern harriers, owls, hawks, and accipiters. Animals such as coyotes and deer may also forage in the field. Reptiles, such as snakes and lizards, can be found basking in the field on warm days.

## **Vegetation**

### **Native and Naturalized Vegetation**

<b>Scientific Name</b>	<b>Common Name</b>
<i>Abies grandis</i>	Grand fir
<i>Acer circinatum</i>	Vine maple
<i>Acer macrophyllum</i>	Big leaf maple
<i>Achillea millefolium</i>	Yarrow
<i>Achlys triphylla</i>	Vanilla leaf
<i>Adenocaulon bicolor</i>	Pathfinder
<i>Alnus rubra</i>	Red alder
<i>Amelanchier alnifolia</i>	Saskatoon, Serviceberry
<i>Anaphalis margaritacea</i>	Pearly everlasting
<i>Arctium minus</i>	Common Burdock
<i>Berberis nervosa</i>	Dull oregon grape
Bryophyta family	Moss (Various sps.)
<i>Callitropsis nootkatensis</i>	Yellow-Cedar
<i>Camassia quamash</i>	Common Camas
<i>Capsella bursa-pastoris</i>	Shepherd's Purse
<i>Carphephorus odoratissimus</i>	Vanilla leaf
<i>Cerastium arvense</i>	Field Chickweed
<i>Circaea alpina</i>	Enchanters nightshade
<i>Claytonia lanceolata</i>	Western Spring Beauty
<i>Claytonia perfoliata</i>	Miner's Lettuce
<i>Claytonia sibirica</i>	Siberian miners lettucc

<i>Collomia grandiflora</i> Douglas ex Lindl.	<i>Collomia grandiflora</i>
<i>Cornus nuttallii</i>	Western Flowering Dogwood
<i>Cornus nuttallii</i>	Pacific Dogwood
<i>Cornus sericea</i> L.	Red osier dogwood
<i>Corylus cornuta</i> Marshall	Beaked hazelnut
<i>Crataegus douglasii</i>	Douglas hawthorn
<i>Crepis capillaris</i>	Smooth hawksbeard
<i>Dicentra formosa</i>	Bleeding heart
<i>Epilobium coloratum</i>	Purpleleaf Willowherb
<i>Equisetum arvense</i>	Horsetail
<i>Erigeron annuus</i> (L.) Pers.	Eastern Daisy Fleabane
<i>Eschscholzia</i> Cham.	California Poppy
<i>Fragaria vesca</i> L.	Woodland strawberry
<i>Fragaria virginiana</i>	Wild strawberry
<i>Galium aparine</i>	Cleavers
<i>Galium odoratum</i>	Sweetscented bedstraw
<i>Gaultheria shallon</i>	Salal
<i>Geum macrophyllum</i>	Large leafed avens
<i>Holodiscus discolor</i>	Oceanspray
<i>Hydrophyllum fendleri</i>	Fendler's Waterleaf
<i>Ilex aquifolium</i> L.	English holly
<i>Impatiens capensis</i>	Jewelweed
<i>Lactuca muralis</i>	Wall lettuce
<i>Lamiastrum galeobdolon</i>	yellow archangel
<i>Lamium</i> L.	Common Deadnettle
Lichen	Lichen (Unknown sps.)
<i>Lilium lancifolium</i>	Tiger Lily
<i>Lonicera ciliosa</i>	Western trumpet honeysuckle
<i>Lonicera hirsuta</i>	Hairy Honeysuckle
<i>Lonicera involucrata</i>	Twinberry honeysuckle
<i>Lupinus burkei</i>	Largeleaf Lupine
<i>Lupinus</i> sps..	Lupine
<i>Maianthemum stellatum</i>	Star-Flowered False Solomon-Seal
<i>Malus fusca</i>	Pacific crabapple
<i>Medicago lupulina</i>	Black medic
<i>Melilotus officinalis</i>	White Sweet Clover

Mertensia paniculata	Tall Bluebells
Myosotis discolor	Yellow and Blue forget-me-not
Myosotis laxa	Small-flowered forget-me-not
Oemleria cerasiformis	Indian plum
Oenothera L.	Evening Primrose
Oxalis sps.	Sorrel
Petasites frigidus	Sweet Coltsfoot
Philadelphus lewisii	Mock orange
Physocarpus capitatus	Pacific ninebark
Picea sitchensis	Sitka spruce
Pinus monticola	Western White Pine
Plantago major	Common plantain
Populus balsamifera (ssp. trichocarpa)	Black cottonwood
Prosartes hookeri	Drops-of-gold
Prunella vulgaris	Common selfheal
Prunus emarginata	Bitter cherry
Pseudotsuga menziesii	Douglas Fir
Ranunculus occidentalis	Western buttercup
Rhamnus purshiana	Cascara
Rhinanthus minor	Yellow Rattle
Rhododendron	Rhododendron
Ribes lobbii A. Gray	Gummy Gooseberry (R. lobbii)
Ribes sanguineum	Red-flowering currant
Rosa gymnocarpa	Baldhip rose
Rosa nutkana	Nootka rose
Rubus parviflorus	Thimbleberry
Rubus spectabilis	Salmonberry
Rubus ursinus	Trailing blackberry
Rumex acetosella	Sheep Sorrel
Rumex aquaticus L.	Western dock
Salix scouleriana	Scouler's Willow
Salix sps.	Willow sps.
Sambucus racemosa	Red elderberry
Senecio vulgaris	Wood Groundsel
Silene vulgaris	Maidenstears / Bladder campion
Stachys cooleyae	Cooley's Hedge nettle



Symphoricarpos albus	Snowberry
Symphotrichum	Aster sps.
Taraxacum sps.	Dandelion
Tellima grandiflora	Fringecup
Thuja plicata	Western red cedar
Tiarella trifoliata	Foamflower
Tolmiea menziesii (Piggyback plant)	Piggyback plant
Trientalis borealis Raf. ssp. latifolia (Hook.) Hultén	Broad-leaved Starflower
Trifolium dubium	Small Hop Clover
Trifolium pratense	Red clover
Trifolium repens	White clover
Trillium ovatum	Western trillium
Tsuga heterophylla	Western hemlock
Urtica dioica	Stinging nettle
Vaccinium parvifolium	Red huckleberry
Veronica americana	American speedwell
Viburnum opulus L. var. americanum Aiton	American Cranberrybush
Vicia sps.	Vetch sps.
Viola	Viola sps.

Invasive Vegetation of Concern

Cirsium arvense	Canada thistle
Clematis vitalba	Clematis
Convolvulus arvensis L.	Field bindweed
Cytisus scoparius	Scotch broom
Dianthus	Dianthus
Digitalis purpurea L.	Foxglove
Geranium robertianum	Herb Robert
Hedera helix	English Ivy
Hypericum perforatum	St John's wort
Hypochaeris radicata	Hairy cat's ear
Juglans regia	English walnut
Koelreuteria paniculata	Golden Rain Tree
Leucanthemum vulgare	Oxeye daisy
Myrrhis odorata	Anise

Polygonum cuspidatum	Japanese knotweed
Ranunculus repens	Creeping buttercup
Rubus armeniacus	Himalayan blackberry
Saponaria officinalis	Soapwort/Bouncingbet
Solanum dulcamara	European Bittersweet
Syringa L.	Lilac
Tanacetum vulgare L.	Common tansy
Verbascum thapsus	Great Mullein

\* *Species lists compiled with the assistance of Barb Trask, landowner.*

\*\* *These lists do not include non-native ornamental and agricultural plants within landscaped and agricultural areas.*

**Wildlife and Habitat**

The maturing forest provides habitat for a wide range of wildlife species. There is cover for resting, nesting, and hiding from predators or the elements. Understory shrub species, and other fungi, vegetation and insects throughout the forest, provide food. There are trees in a wide range of decay, including snags appropriate for nesting and excavation by cavity dwelling animals. The open meadows and working pastures provide a different type of habitat, including forage areas for ungulates, cover for songbirds, and mammals and hunting grounds for raptors.

This protected area adjoins other forested properties, providing connectivity and habitat corridors between the foothills and the Skagit River, 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 or noted species, are most likely also utilizing the site.



Anaxyrus boreas	Western Toad	Amphibian
Anura spp.	Frog spp.	Amphibian
Caudata spp.	Salamander spp.	Amphibian
Taricha granulosa	Rough-Skinned Newt	Amphibian
Accipiter cooperii	Cooper's Hawk	Bird
Accipiter striatus	Sharp-shinned Hawk	Bird
Actitis macularius	Spotted Sandpiper	Bird
Aegolius acadicus	Northern Saw-whet Owl	Bird
Aix sponsa	Wood Duck	Bird
Amphispiza bilineata	Black-throated Sparrow	Bird
Anthus rubeescens	American Pipit	Bird
Antigone canadensis	Sandhill Crane	Bird

<i>Aphelocoma californica</i>	California Scrub-Jay	Bird
<i>Ardia herodias</i>	Great Blue Heron	Bird
<i>Asio otus</i>	Long-eared Owl	Bird
<i>Bombycilla cedrorum</i>	Cedar Waxwing	Bird
<i>Bonasa umbellus</i>	Ruffed Grouse	Bird
<i>Branta canadensis</i>	Canadian Goose	Bird
<i>Bubo virginianus</i>	Great Horned Owl	Bird
<i>Bucephala albeola</i>	Bufflehead	Bird
<i>Bucephala clangula</i>	Common Goldeneye	Bird
<i>Bucephala islandica</i>	Barrow's Goldeneye	Bird
<i>Buteo jamaicensis</i>	Red-tailed hawk	Bird
<i>Buteo lagopus</i>	Rough-legged Hawk	Bird
<i>Callipepla californica</i>	California Quail	Bird
<i>Calypte anna</i>	Anna's Hummingbird	Bird
<i>Cardellina pusilla</i>	Wilson's Warbler	Bird
<i>Cathartes aura</i>	Turkey Vulture	Bird
<i>Catharus ustulatus</i>	Swainson's Thrush	Bird
<i>Certhia americana</i>	Brown Creeper	Bird
<i>Chaetura vauxi</i>	Vaux's Swift	Bird
<i>Chen caerulescens</i>	Snow Goose	Bird
<i>Chordeiles minor</i>	Common Nighthawk	Bird
<i>Cinclus mexicanus</i>	American Dipper	Bird
<i>Circus cyaneus</i>	Northern Harrier	Bird
<i>Coccythraustes vespertinus</i>	Evening Grosbeak	Bird
<i>Colaptes auratus</i>	Northern Flicker	Bird
<i>Contopus cooperi</i>	Olive-sided Flycatcher	Bird
<i>Corvus brachyrhynchos</i>	American Crow	Bird
<i>Corvus corax</i>	Common Raven	Bird
<i>Cyanocitta stelleri</i>	Steller's Jay	Bird
<i>Cygnus buccinator</i>	Trumpeter Swan	Bird
<i>Empidonax alnorum</i>	Alder Flycatcher	Bird
<i>Empidonax difficilis</i>	Pacific-slope Flycatcher	Bird
<i>Empidonax traillii</i>	Willow Flycatcher	Bird
<i>Falco columbarius</i>	Merlin	Bird
<i>Falco sparverius</i>	American Kestrel	Bird
<i>Haemorhous purpureus</i>	Purple Finch	Bird
<i>Haliaeetus leucocephalus</i>	Bald eagle	Bird
<i>Hirundo rustica</i>	Barn Swallow	Bird

Histrionicus histrionicus	Harlequin duck	Bird
Hylatomus pileatus	Pileated Woodpecker	Bird
Ixoreus naevius	Varied Thrush	Bird
Junco hyemalis	Dark-eyed Junco	Bird
Larus argentatus	Herring Gull	Bird
Leiothlypis peregrina	Tennessee Warbler	Bird
Leuconotopicus villosus	Hairy Woodpecker	Bird
Loxia leucoptera	White-winged Crossbill	Bird
Megaceryle alcyon	Belted Kingfisher	Bird
Melospiza melodia	Song Sparrow	Bird
Mergus merganser	Common Merganser	Bird
Molothrus ater	Brown-headed Cowbird	Bird
Myadestes townsendi	Townsend's Solitaire	Bird
Numenius americanus	Long-billed Curlew	Bird
Oreothlypis celata	Orange-crowned Warbler	Bird
Pandion haliaetus	Osprey	Bird
Passer domesticus	House Sparrow	Bird
Passerculus sandwichensis	Savannah Sparrow	Bird
Passerella iliaca	Fox Sparrow	Bird
Passerina amoena	Lazuli Bunting	Bird
Patagioenas fasciata	Band-tailed pigeon	Bird
Phalacrocorax auritus	Double-crested Cormorant	Bird
Pheucticus melanocephalus	Black-headed Grosbeak	Bird
Picoides pubescens	Downy woodpecker	Bird
Pipilo maculatus	Spotted Towhee	Bird
Piranga ludoviciana	Western Tanager	Bird
Poecile atricapillus	Black-capped Chickadee	Bird
Poecile rufescens	Chestnut-backed Chickadee	Bird
Regulus calendula	Ruby-crowned Kinglet	Bird
Regulus satrapa	Golden-crowned Kinglet	Bird
Riparia riparia	Bank Swallow	Bird
Sayornis nigricans	Black Phoebe	Bird
Sayornis saya	Say's Phoebe	Bird
Selasphorus rufus	Rufous Hummingbird	Bird
Setophaga coronata	Yellow-rumped Warbler	Bird
Setophaga townsendi	Townsend's Warbler	Bird
Sialia mexicana	Western Bluebird	Bird
Sitta canadensis	Red-breasted Nuthatch	Bird

<i>Sphyrapicus ruber</i>	Red-breasted Sapsucker	Bird
<i>Spinus pinus</i>	Pine siskin	Bird
<i>Spinus tristis</i>	American Goldfinch	Bird
<i>Spizella passerina</i>	Chipping Sparrow	Bird
<i>Stelgidopteryx serripennis</i>	Northern Rough-winged Swallow	Bird
<i>Streptopelia decaocto</i>	Eurasian Collared Dove	Bird
<i>Strix varia</i>	Barred Owl	Bird
<i>Sturnella magna</i>	Eastern Meadowlark	Bird
<i>Sturnella neglecta</i>	Western Meadowlark	Bird
<i>Sturnus vulgaris</i>	European Starling	Bird
<i>Tachycineta bicolor</i>	Tree Swallow	Bird
<i>Tachycineta thalassina</i>	Violet-green Swallow	Bird
<i>Troglodytes aedon</i>	House Wren	Bird
<i>Troglodytes pacificus</i>	Pacific Wren	Bird
<i>Turdus migratorius</i>	American Robin	Bird
<i>Tyrannus tyrannus</i>	Eastern Kingbird	Bird
<i>Tyrannus verticalis</i>	Western Kingbird	Bird
<i>Tyto alba</i>	Barn Owl	Bird
<i>Vireo gilvus</i>	Warbling Vireo	Bird
<i>Wilsonia pusilla</i>	Wilson's Warbler	Bird
<i>Xanthocephalus xanthocephalus</i>	Yellow-headed Blackbird	Bird
<i>Zenaidura macroura</i>	Mourning Dove	Bird
<i>Zonotrichia atricapilla</i>	Golden-crowned Sparrow	Bird
<i>Zonotrichia leucophrys</i>	White-crowned sparrow	Bird
<i>Oncorhynchus</i> spp.	Salmon spp.	Fish
<i>Canis latrans</i>	Coyote	Mammal
<i>Castor canadensis</i>	Beaver	Mammal
<i>Cervus canadensis</i>	Elk	Mammal
<i>Lontra canadensis</i>	River Otter	Mammal
<i>Lynx rufus</i>	Bobcat	Mammal
<i>Microtus townsendii</i>	Townsend's Vole	Mammal
<i>Mus musculus</i>	House Mouse	Mammal
<i>Mustela erminea</i>	Short-tailed Weasel	Mammal
<i>Myotis lucifugus</i>	Little Brown Bat	Mammal
<i>Odocoileus hemionus</i>	Black-tailed Deer	Mammal
<i>Peromyscus maniculatus</i>	Deer Mouse	Mammal
<i>Procyon lotor</i>	Raccoon	Mammal
<i>Puma concolor</i>	Cougar	Mammal

Rattus norvegicus	Norway Rat	Mammal
Scapanus townsendii	Townsend Mole	Mammal
Sciurus carolinensis	Eastern Gray Squirrel	Mammal
Soricidae sps.	Shrew sps.	Mammal
Sylvilagus floridanus	Eastern Cottontail	Mammal
Tamiasciurus douglasii	Douglas' Squirrel	Mammal
Ursus americanus	Black bear	Mammal
Thamnophis	Garter snake	Reptile

\* Species list compiled with the assistance of Barb Trask, landowner.

**Human Environment and History**

*Current Use:* There are 5 single family homes and associated improvements located on the protected area, and approximately 4.5 acres of the site are currently used for residential lawns, gardens, and structures. Over 50 acres of the site are currently used for agriculture, and there are several agricultural improvements clustered together in two places – several large structures and improvements in an area adjacent to Wilde Rd, and a barn and several nearby livestock shelters in the southeast portion of the property, adjacent to the Elsyium CE. There are approximately 2,500 linear ft of driveways present.

**HOME LOCATIONS**

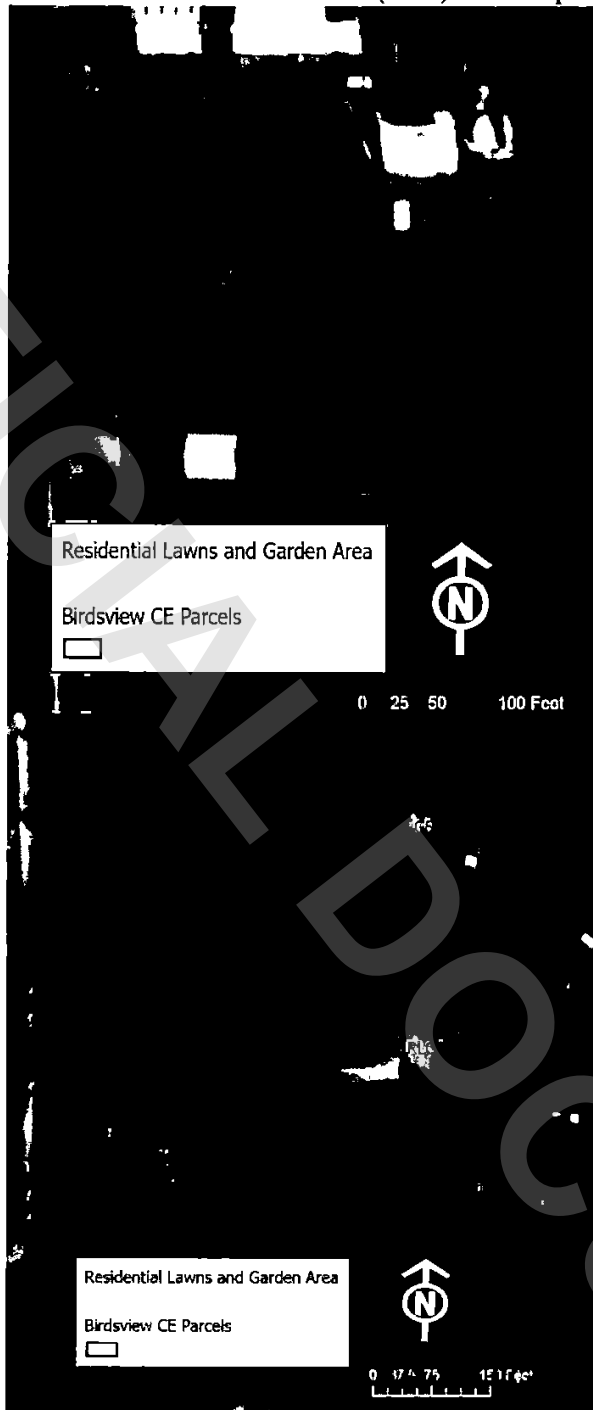
Parcel ID#	Home address
P42499	7751 Wilde Rd
P42659	8185 Lena Ln
P42658	8129 Lena Ln
P42654	8171 Lena Ln
P42649	8091 Lena Ln

The landowners utilize the protected area for low impact recreation on the approximately 2,000' low-impact trail system. The trail system does not connect to nearby public trails and is used exclusively by the landowner, their guests, renters, and some immediate neighbors.

**Trails and Driveway Map**



Residential Lawn and Garden (RLG) Area Maps





Residential Lawns and Gardens ID#	Latitude Approximate center	Longitude Approximate center	Residential Lawns and Gardens Description	Area (appx. sq ft)
RLG1	48° 32' 00.82935933" N	121° 51' 51.17665539" W	7751 Wilde Rd	52330
RLG2	48° 31' 37.63563457" N	121° 51' 14.29901762" W	8185 Lena Ln	19770
RLG3	48° 31' 39.46764263" N	121° 51' 14.91770942" W	8129 Lena Ln	39763
RLG4	48° 31' 38.27941236" N	121° 51' 20.43641805" W	8171 Lena Ln	43207
RLG5	48° 31' 42.05841864" N	121° 51' 15.03001679" W	8091 Lena Ln	39870
RLG6	48° 31' 37.61620945" N	121° 51' 12.57083796" W	Adjacent to Elysium ag zone	3815

**Photopoints of Residential Lawns and Gardens (photos field verified on 2024.8.26)**



BTE 2023 03 30 RLG1 1



BTE 2023 03 30 RLG1 2



BTE 2023 03 30 RLG1 3



BTE 2023 03 30 RLG2 1



BTE 2023 03 30 RLG3 1



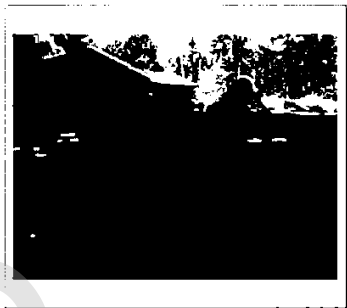
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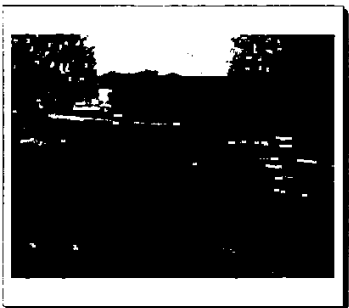
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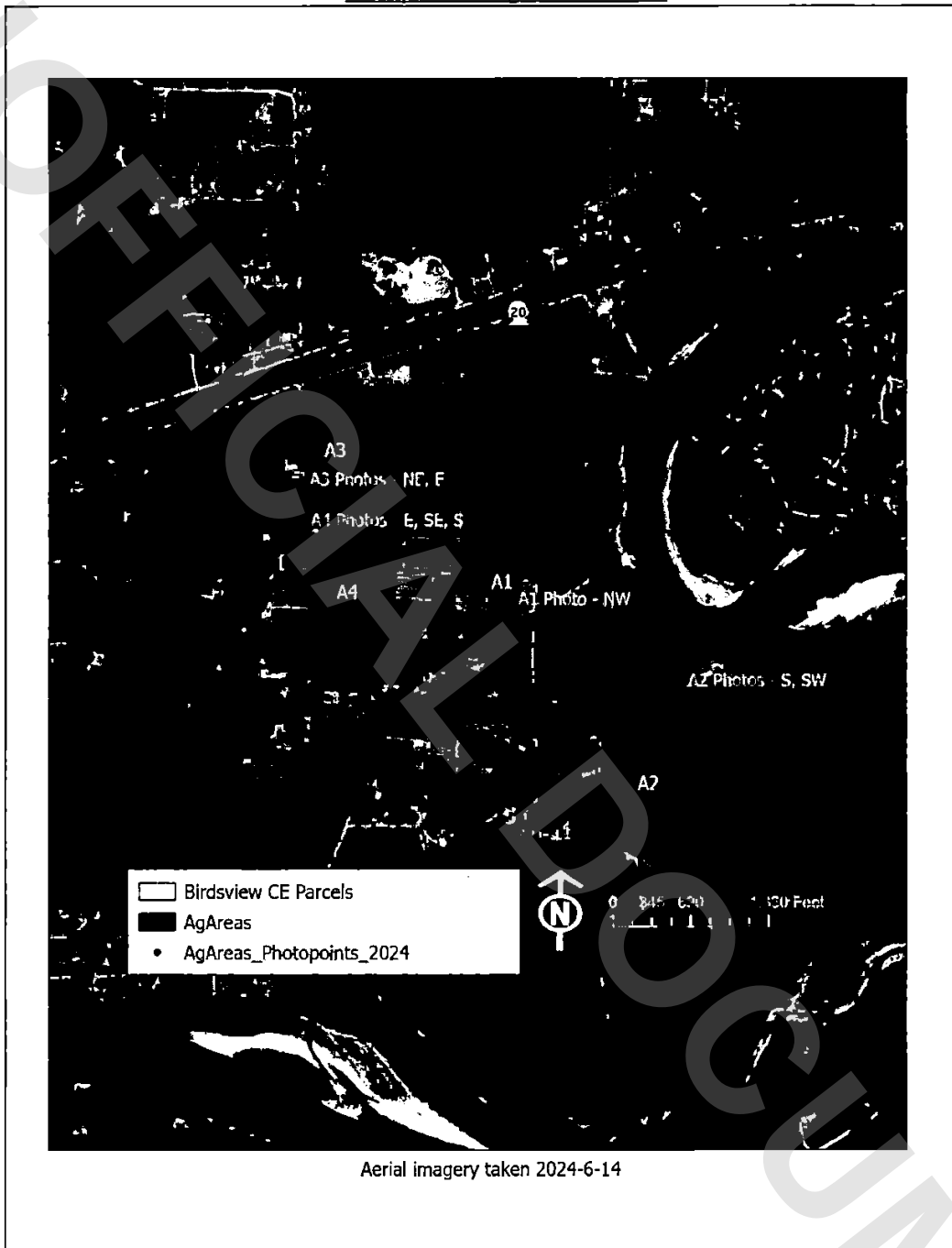
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### Agricultural Areas and Fence Locations



Agricultural Areas ID#	Latitude Approximate center	Longitude Approximate center	Agricultural Area Description	Approximate Area (acres)
A1	48° 31' 55.70801948" N	121° 51' 27.39966941" W	Open field that in past years had been used for row cropping but is fallow at time of CE.	3
A2	48° 31' 38.42815647" N	121° 51' 08.08652351" W	Actively managed pastureland.	15
A3	48° 32' 06.26079891" N	121° 51' 47.87105273" W	Actively managed hay field.	19
A4	48° 31' 55.36976130" N	121° 51' 48.19642973" W	Actively managed hay field.	13

Photopoints of Agricultural Areas



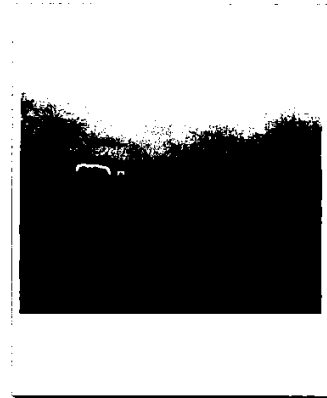
Agricultural Area Photopoints - All photopoints field verified on 2024.8.26



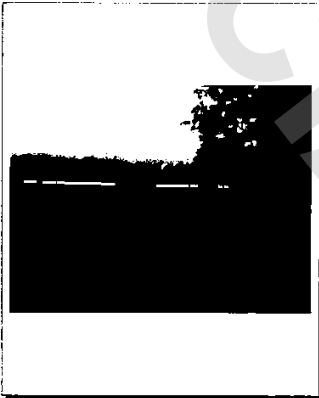
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BTE 2023 05 11 A7 NE



BTE 2023 05 22 A2 S



BTE 2023 05 22 A2 SW



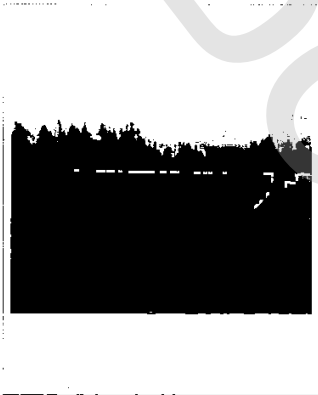
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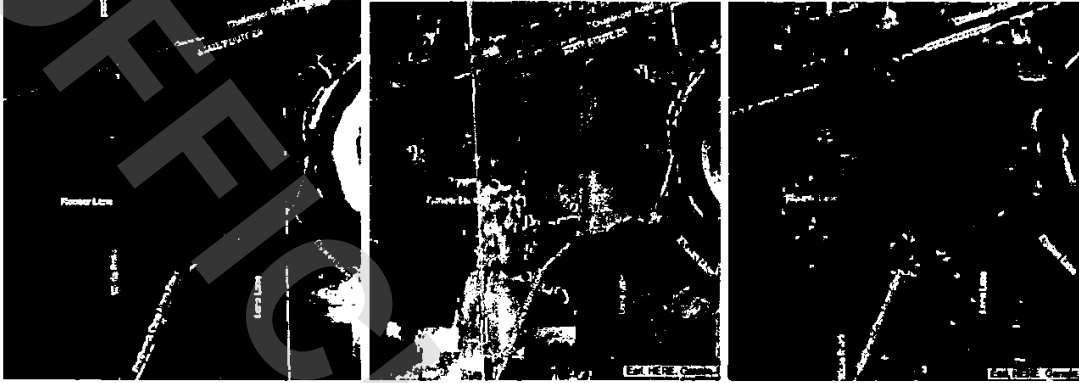


BTE 2023 05 22 A4 S



BTE 2023 05 22 A4 SE

*Land Use History:* In aerial imagery from 1937, it is clear that forest in the protected area had already been harvested at least once, though additional areas were cleared again over the years as agricultural and residential use of the area expanded.



*Historical aerial imagery, from left to right: 1937, 1969, and 1998. From Skagit County via imap.*

*The following acquisition and land use history was compiled with the assistance of Barb Trask, landowner.*

#### Johnson farm on Wilde Rd

The Johnson farm on Wilde Rd may have been homesteaded by the Johnson family. Robert Johnson passed it on to his son Bill Johnson. Bill, who passed away in 2023, was born in Birdsvie, was a lumberman and cattleman, and cared deeply about protecting his family's farm from development. He sold portions of his family farm to Grantor when he needed funds to renovate his home in order to take care of his mother-in-law there. Bill said that he decided to sell to Grantor because they were taking good care of "Elysian Meadows". Bill had worked for Emil Balzar, who homesteaded Elysium, and Bill said that Emil would be pleased.

The red barn has a sign that says it dates from 1940 and the other nearby associated buildings may have been built in 1965. The original farmhouse appears to be visible in 1937 aerial imagery, in the southern portion of P42500. By 1969, the farmhouse had been moved to its current location on P42499. P42499 was created in a short plat in 1980, and Grantor purchased this 1-acre parcel in 2015. Grantor bought what is now P42500 from Bill Johnson in two steps in 2010 and 2011 (thus the odd connection between the two portions, Bill suggested creating the link via a BLA). Grantor purchased P42497 from Bill Johnson in 2015. Grantor leased the pasture and barn back to Bill for grazing and hay harvest until 2023. The pastures are now to another farmer for hay harvest and some of the fencing has been removed.

#### Area between NE Cape Horn Rd and Wilde Rd

Grantor purchased P42493 in 2010 after the owner defaulted on their mortgage and it had been repossessed by Fannie Mae. They removed a mobile home and other structures soon after acquiring the property – a concrete slab, septic, well, and PSE pole remain on site. They are not sure when the

area around home site was cleared for horses. Trees were full of electric fencing connectors; now all removed.

Grantor believe Janicki Logging owned P119247 and P119246, who did a short plat and sold all three parcels to Kevin Browning and his mother Bonnie Hooper in 2002. Grantor bought the 12.5-acre piece from Browning/Hooper in 2009. Grantor continued their lease of western portion to Mannie Canales for organic asparagus, who lives next door (to the west). Grantor purchased the 1-acre piece from Hooper in 2020 and removed a double-wide and concrete slab – a septic, tap from shared well (on Browning's parcel) and PSE pole remain on site. The short plat was revised in 2024 when surveyors discovered that buildings owned by Browning were located on grantor's parcel.

Neighboring parcels not included in this CE are P42495 which Grantor purchased from Lydvig in 2017. She claimed rights to share well with neighbor Andrew Cambo (on P42423, to south); he concurs.

#### West side of Wilde Rd

P42469 was once part of the very large landholdings of the Cunningham family. P42469 was sold to Hornbeck in 1998. Hornbeck planned to develop/log it (Robert Hornbeck is a logger), but sold it to Grantor in 2020 instead. This parcel is wooded.

#### Elysium farm

P105002, P105003, P107949, P117196, and P117290, like the main Elysium farm, were owned by Balzar the homesteader, then by the Youngquists brothers (the water rights for Elysium pastures are in their name), then by Tennyson (Sedro Woolley dairy farmer/calf producer who did not live here, but others ran the farm and rented the log cabin), then by Cavalero Estates (Port Gardner Timber). Cavalero sold part of the original farm off to the Buss family, who had also purchased P42658 in 1991. The Buss family utilized these parcels for their horses. The Buss family sold these parcels to Grantor in 2008, who added them onto their farm (what was originally the Balzar farm).

#### Area around Lena Lane

Lena Lane is named for Lena Balzar Scales, daughter of Emil, who homesteaded Elysium. Emil built the cabin, now owned by Bob Holbrook, on NE Cape Horn Rd, between Elysian Lane and Lena Lane, for Lena.

P42510, P42512, and P42514 were owned since by Steven Hislop since at least the 1980's. Steven had a rustic cabin, an outbuilding, well, electricity, and a composting toilet on his land. He died in the cabin, and the property went to his children. They sold to an investor, who planned to log and develop the parcels. At some point, the piece was divided into three 2-acre parcels. The investor sold to Grantor in 2019, who removed the buildings on these parcels in two steps.

P42654, P42658, and P42659 were created by a short plat in 1978. Grantor purchased P42658 in 2008, P42659 in 2014, and P42654 in 2018. Skagit County shows that the 3 houses (one on each parcel) were built between 1979-1981.

P42649 was owned by the Ross family, who sold it to Grantor in 2012. Skagit County shows that the home was built in 2001.



P42511 was owned by the Lloyd family, who sold it to Grantor in 2012. The Lloyd family had bought it in 2010. In those two years, they partially developed it (well, electricity, and possibly septic) and may have had an RV on it. They hoped to build their retirement home on it. They appear to have cleared some trees around their planned building site between 2009 and 2011. A trail / road running north-south through the middle of the parcel which is visible in 1969 aerials disappeared over time.

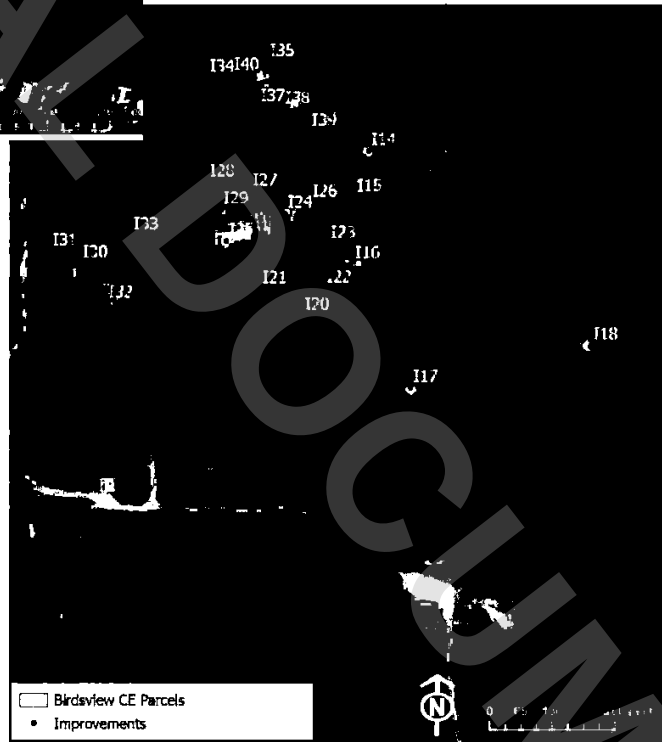
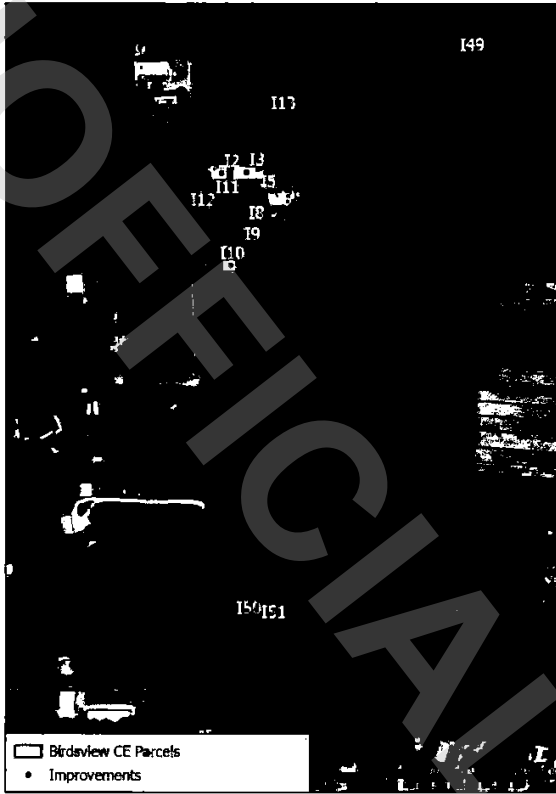
*Cultural Resources:* The property and surrounding areas are mapped as very high risk for encountering archeological artifacts in the Washington Information System for Architectural & Archaeological Records Data (WISAARD). In WISAARD, the area is noted as of interest to the following tribes: Colville Tribe, Lummi, Samish, Sauk Suiattle, Snoqualmie, Swinomish, Tulalip, and Upper Skagit.

*Structures & Built Environment:* Five single family homes and associated improvements are present on the protected property. Those homes have the following addresses: 7751 Wilde Rd (on P42499), 8185 Lena Ln (on P42659), 8129 Lena Ln (on P42658), 8171 Lena Ln (on P42654), and 8091 Lena Ln (on P42649). All of those homes have wells, septic systems, and are hooked up to PSE electricity, even if the locations of each of those improvements for each home is not noted in the improvements catalog below.

There is a cluster of agricultural buildings and associated improvements located on P42497, along Wilde Rd. At this time, those agricultural improvements are utilized for livestock (cattle), with adjacent agricultural land utilized for grazing. There are also some agricultural buildings and associated improvements located on P105002, P105003, P107949, P117196, and P117290, adjacent to the Agricultural Zone of the 2006 Birdsvew - Elysium conservation easement. At this time, those agricultural improvements are utilized for livestock (sheep), with adjacent agricultural land utilized for grazing.

As the Grantor have acquired portions of the protected property, they have removed many improvements, including several homes and associated improvements. Some, but not all, of those areas are noted in the improvements catalog below. There may also be old and dysfunctional remnant fencing or other unidentified improvements or items located in portions of the property that was not fully mapped. The Grantor and Grantee consider such unmapped remnant fencing or unidentified improvements debris, and not fencing or improvements as described in the conservation easement.

Improvements Maps and Photopoints





**Improvements Catalog**

The following improvements (including residential structures, agricultural structures, utilities and fences) are located within the protected area as of the date of this document. Lat / Long calculated in ArcPro based on NAD 1983 StatePlane WA North FIPS 4601 (US Feet) coordinate system.

Improvement ID#	Latitude Approximate centerpoint	Longitude Approximate centerpoint	Structure Description	Estimated Area of Structures (sq ft, if applicable)
I1	48° 31' 55.46741761" N	121° 51' 20.97583610" W	Former homesite, disturbed area	
I2	48° 32' 02.44606573" N	121° 51' 52.30640412" W	Ag building, attached livestock pen	1504
I3	48° 32' 02.49744092" N	121° 51' 51.23250595" W	Ag building	3414
I4 (none)			<i>Improvement removed prior to CE</i>	

I5	48° 32' 01.89935494" N	121° 51' 49.85480752" W	Ag building, attached livestock pen	3362
I6	48° 32' 01.39190303" N	121° 51' 50.06677129" W	7751 Wilde Rd, Hoophouse	241
I7 (none)			<i>Improvement removed prior to CE</i>	
I8	48° 32' 00.99464044" N	121° 51' 51.23834650" W	7751 Wilde Rd, Shed	310
I9	48° 32' 00.40369977" N	121° 51' 51.38989851" W	7751 Wilde Rd, House, patio, septic	1333
I10	48° 31' 59.86225827" N	121° 51' 51.84531424" W	7751 Wilde Rd, Garage	861
I11	48° 32' 01.71342040" N	121° 51' 52.67383113" W	7751 Wilde Rd, foundation	
I12	48° 32' 01.35342043" N	121° 51' 52.48183142" W	7751 Wilde Rd, Well	
I13	48° 32' 04.09115286" N	121° 51' 50.34173979" W	Well (no photo, standard well head)	
I14	48° 31' 40.88322477" N	121° 51' 11.79400423" W	Sheep shelter	185
I15	48° 31' 39.93423388" N	121° 51' 12.20151699" W	Sheep barn, attached livestock pen	1918
I16	48° 31' 38.62862741" N	121° 51' 12.24270586" W	Sheep shelter	327
I17	48° 31' 36.06784837" N	121° 51' 10.40223081" W	Sheep shelter	260
I18	48° 31' 36.97930584" N	121° 51' 04.88063869" W	Sheep shelter	260
I19	48° 31' 37.91479500" N	121° 51' 13.09079189" W	8185 Lena Ln, Shed	
I20	48° 31' 37.50955893" N	121° 51' 13.78686914" W	8185 Lena Ln, House, patio, septic	2550
I21	48° 31' 38.03810361" N	121° 51' 15.10298236" W	8185 Lena Ln, Electric box	
I22	48° 31' 38.06727279" N	121° 51' 13.10943904" W	8185 Lena Ln, Well	
I23	48° 31' 38.97439506" N	121° 51' 13.00290392" W	8129 Lena Ln, Chicken coop, attached chicken run	
I24	48° 31' 39.57966398" N	121° 51' 14.33196921" W	8129 Lena Ln, House, deck	4016
I25	48° 31' 39.01019088" N	121° 51' 16.16055103" W	8129 Lena Ln, Shop	3419
I26	48° 31' 39.80741629" N	121° 51' 13.58984067" W	8129 Lena Ln, Well	
I27	48° 31' 40.01692330" N	121° 51' 15.44979506" W	8129 Lena Ln, Propane tank	
I28	48° 31' 40.19627396" N	121° 51' 16.77588836" W	8129 Lena Ln, Electric box	
I29	48° 31' 39.64541797" N	121° 51' 16.34384298" W	8129 Lena Ln, Compost box	
I30	48° 31' 38.50739020" N	121° 51' 20.68066864" W	8171 Lena Ln, Garage	1510
I31	48° 31' 38.73941715" N	121° 51' 21.61783989" W	8171 Lena Ln, Well	
I32	48° 31' 37.69498699" N	121° 51' 19.86953609" W	8171 Lena Ln, House, deck	2968

I33	48° 31' 39.08906915" N	121° 51' 19.11209635" W	8171 Lena Ln, Firewood shelter	374
I34	48° 31' 42.34776115" N	121° 51' 16.22855261" W	8091 Lena Ln, Shed	
I35	48° 31' 42.67526402" N	121° 51' 14.97630848" W	8091 Lena Ln, Garage	1301
I36	48° 31' 41.99620407" N	121° 51' 14.30122103" W	8091 Lena Ln, House, deck	2296
I37	48° 31' 41.75996490" N	121° 51' 14.72542905" W	8091 Lena Ln, Electric meter	
I38	48° 31' 41.71541530" N	121° 51' 14.47784309" W	8091 Lena Ln, Propane tank	
I39	48° 31' 41.25941607" N	121° 51' 13.64384114" W	8091 Lena Ln, Concrete pad and power outlet	
I40	48° 31' 42.38953113" N	121° 51' 16.06993188" W	8091 Lena Ln, Well	
I41	48° 31' 49.35941920" N	121° 51' 22.02583873" W	Gate	
I42	48° 31' 48.43541791" N	121° 51' 20.50784108" W	Electric meter, power pole (non-functional)	
I43	48° 31' 48.47741819" N	121° 51' 19.58383823" W	Pumphouse, well (non-functional)	
I44	48° 31' 49.95941566" N	121° 51' 22.72190190" W	Gate	
I45	48° 31' 50.94341670" N	121° 51' 26.46583745" W	Well (non-functional)	
I49	48° 32' 05.79996682" N	121° 51' 42.30552620" W	Gate	
I50	48° 31' 49.87823148" N	121° 51' 51.28855651" W	Well	
I51	48° 31' 49.77840265" N	121° 51' 50.46297723" W	Wellhead	

Improvements Photopoints - All photopoints field verified on 2024.8.26



BTE 2023 03 30 11



BTE 2023 03 30 12 1



BTE 2023 03 30 12 2



BTE 2023 03 30 12 3



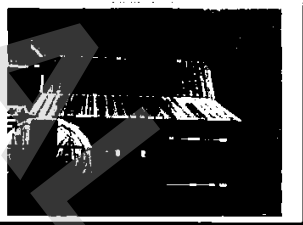
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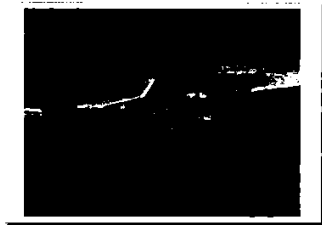
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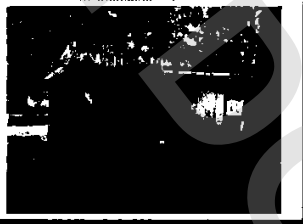
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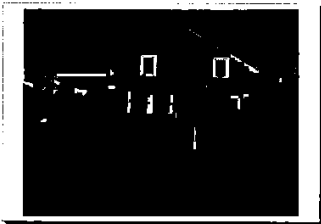
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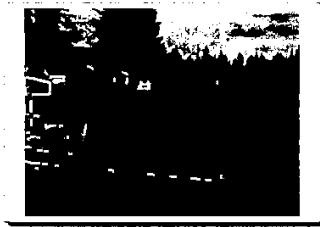


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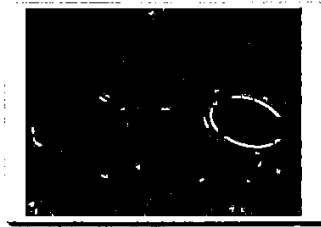
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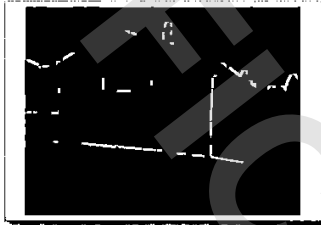
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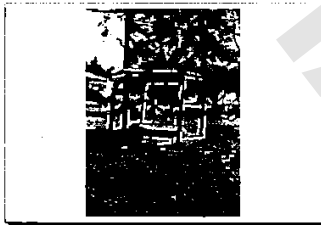
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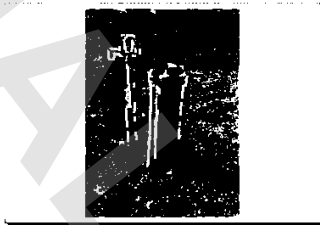
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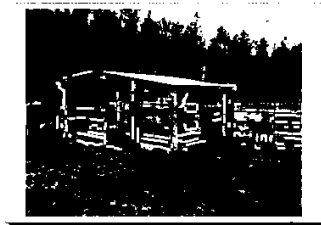
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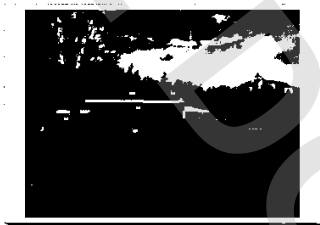
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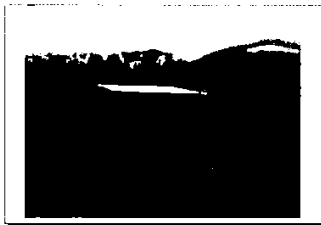
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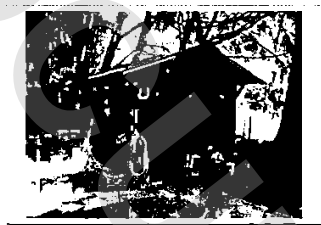
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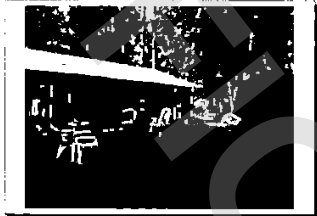
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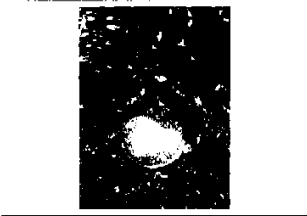
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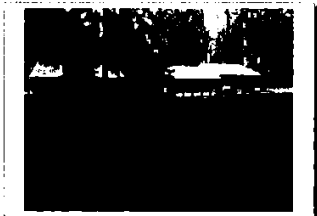
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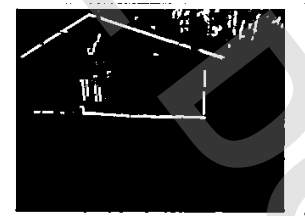
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Improvements Photopoints - All photopoints field verified on 2024.8.26



BTE 2023 03 30 126



BTE 2023 03 30 127



BTE 2023 03 30 128



BTE 2023 03 30 129



BTE 2023 03 30 130 1



BTE 2023 03 30 130 2



BTE 2023 03 30 131



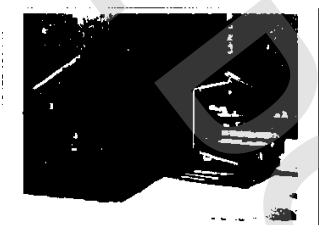
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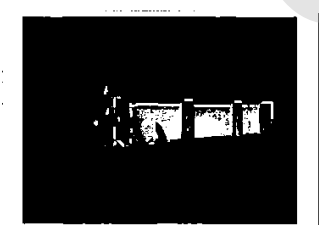
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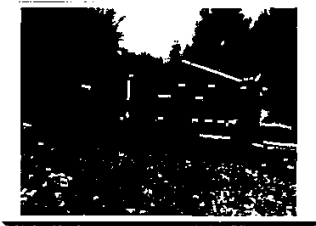
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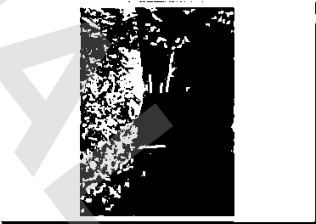
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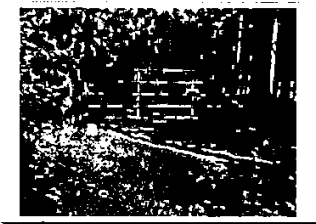
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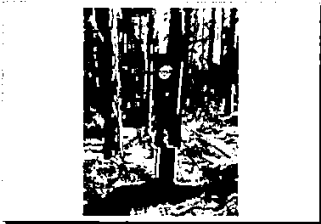
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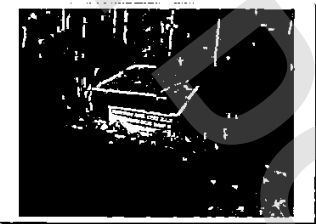
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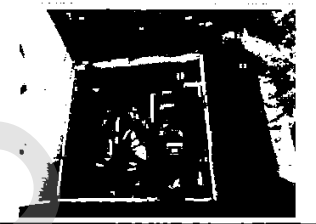
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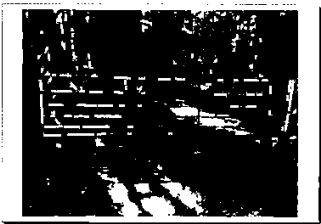
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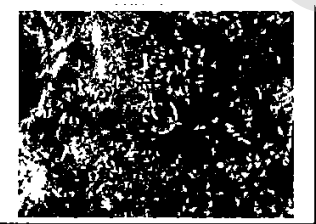
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BTE 2023 03 30 I44



BTE 2023 03 30 I45

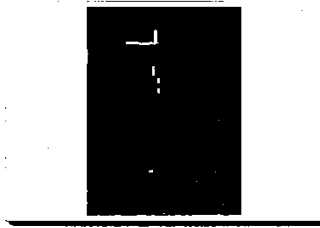


BTE 2023 05 11 I49

Improvements Photopoints - All photopoints field verified on 2024.8.26



BTE 2024.08.28.111

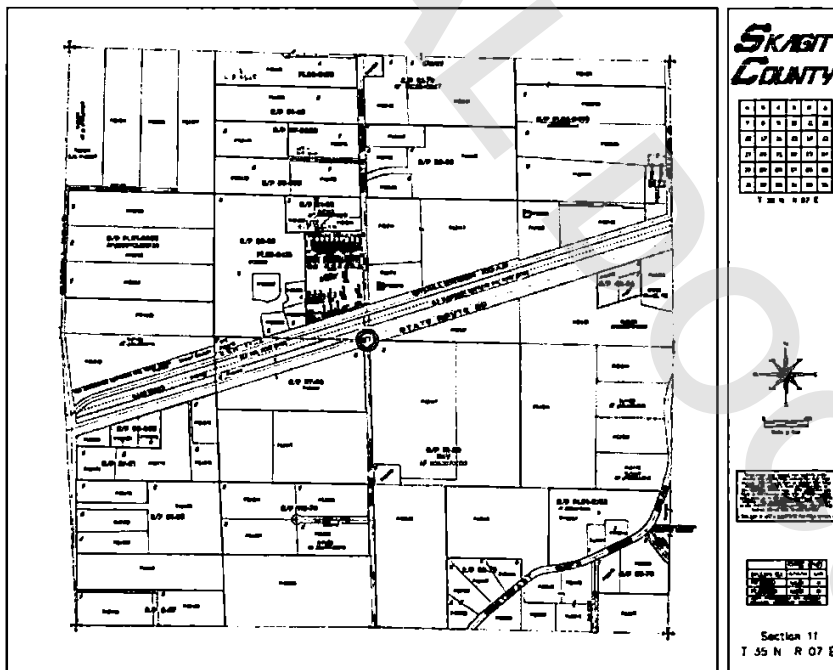
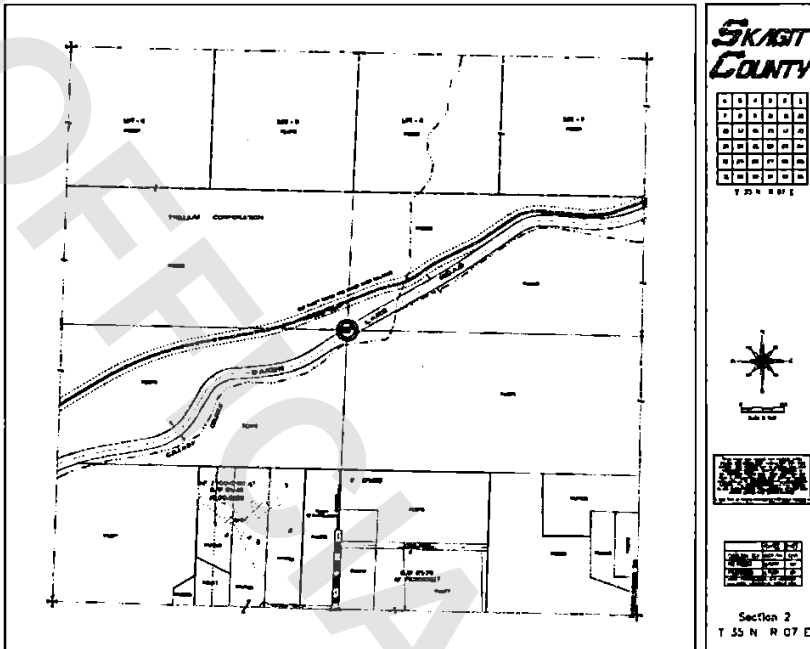


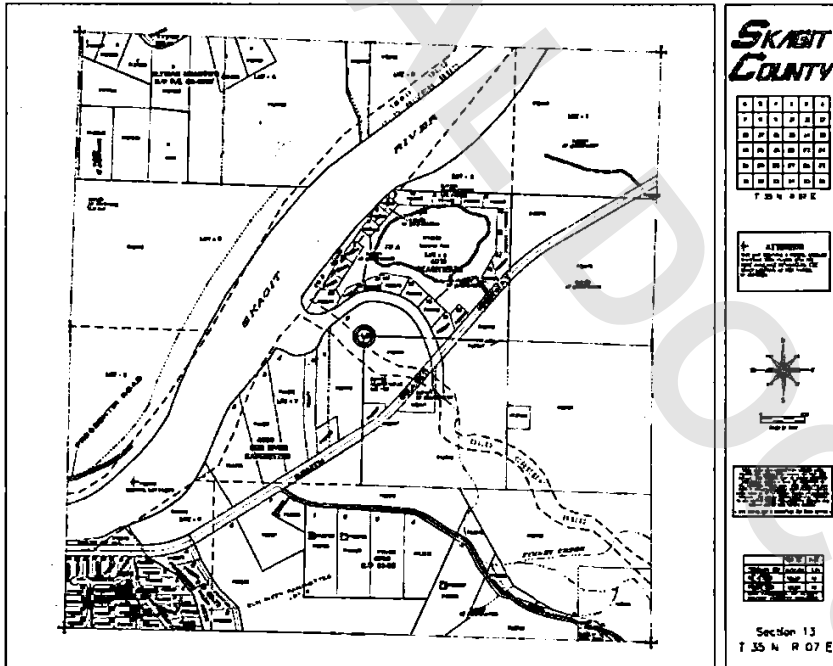
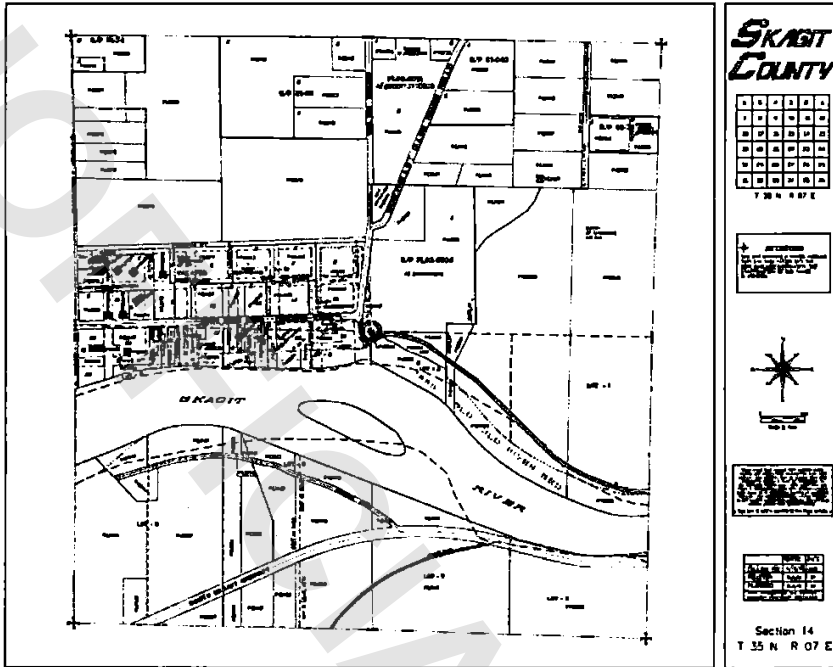
BTE 2024.08.28.150



BTE 2024.08.28.151

Assessors Maps





References used to prepare this report

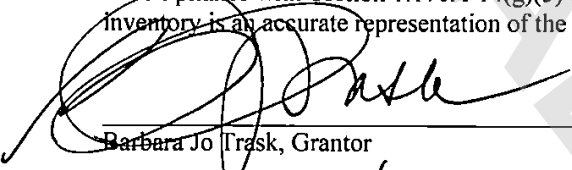
- US Department of Agriculture (USDA) *Soil Survey of Skagit County Area, Washington*, Sept. 1989
- McShane, D. M.Sc., L.E.G. (2023). (rep.). *Mineral Remoteness Assessment* (pp. 1–5). Bellingham, WA: Stratum Group.
- Washington Department of Fish and Wildlife (WDFW) *Priority Species and Habitats*: <http://wdfw.wa.gov/hab/phshabs.htm>
- Department of Archaeology and Historic Preservation (DAHP)  
*WISAARD*: <https://wisaard.dahp.wa.gov/Map>

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

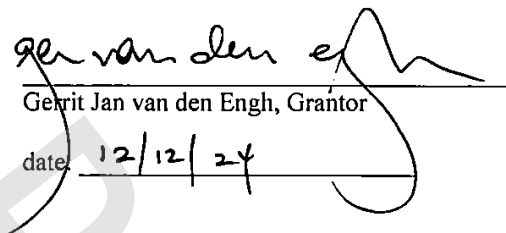
- Title report
- Photopoints (high resolution digital files)
- Photos from various photo logs above (high resolution digital files)
- Updated species lists

Imagery & Photopoints note: All aerial imagery used in the maps for this report was taken on June 6<sup>th</sup>, 2024. All Photopoints were field verified as being accurate on August 26<sup>th</sup>, 2024.

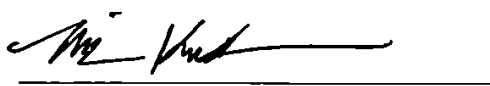
In compliance with Section 1.170A-14(g)(5) of the federal treasury regulations, this natural resources inventory is an accurate representation of the property at the time of conservation easement donation.

  
\_\_\_\_\_  
Barbara Jo Trask, Grantor

date: 12/12/24

  
\_\_\_\_\_  
Gerrit Jan van den Engh, Grantor

date: 12/12/24

  
\_\_\_\_\_  
Michael Kirshenbaum  
Conservation Director  
Skagit Land Trust, Grantee

date: 12/12/24