

When recorded return to:

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



199908190117

Kathy Hill, Skagit County Auditor
8/19/1999 Page 1 of 34 10:34:22AM

Grantor: City of Anacortes
Grantee: Skagit Land Trust

Brief Legal Description: (Full legal description in Exhibit A)

- Tract 1: E 1/2 of SW 1/4 of SW 1/4 of Gov't Lot 2 of Sect.7, T34N, R2E
- Tract 2: W 1/2 of NE 1/4 of NE 1/4 of SW 1/4 of Sect.1, T34N, R1E
- Tract 3: W 1/2 of SE 1/4 of SE 1/4 of NW 1/4 of Sect. 6, T34N, R2E
- Tract 4: E 1/2 of SE 1/4 of SE 1/4 of NW 1/4 of Sect. 6, T34N, R2E
- Tract 5: W 1/2 of SE 1/4 of SW 1/4 of NE 1/4 of Sect. 26, T35N, R1E

Assessor's Tax Identification / Parcel Numbers:

P20038 / 340207-0-002-0108
P19002 / 340101-3-001-0100
P20027 / 340206-0-001-0001
P32340 / 350126-1-001-0005

SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax

AUG 19 1999

mw Amount Paid \$ _____
By Skagit Co. Treasurer
Deputy
DEED OF CONSERVATION EASEMENT

THIS GRANT DEED OF CONSERVATION EASEMENT is made this 18 day of August 1999, by The City of Anacortes, a Washington Municipal Corporation, having an address at P.O. Box 547, Anacortes, WA 98221. ("Grantor"), in favor of The Skagit Land Trust a non profit Washington corporation, having an address at P.O. Box 1017, Mount Vernon, WA 98273 ("Grantee").

WITNESSETH:

WHEREAS, Grantor is the sole owners in fee simple of certain real property in Skagit County, Washington, more particularly described in Exhibit A attached hereto and incorporated by this reference (the "Property"); and

WHEREAS, the property possesses natural, scenic and recreational values, in particular natural forest lands, all of which are hereafter know as "conservation values" of great importance to Grantor and the people of the City of Anacortes, and

WHEREAS, the specific conservation values of the Property are documented on file at the offices of Grantor and incorporated by this reference ("Baseline Documentation" Exhibit B), which consists of reports, maps, photographs, and other documentation that the parties agree provide, collectively, an accurate representation of the Property at the time of this grant and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this grant; and

WHEREAS, Grantor intends that the conservation values of the Property be preserved and maintained by the continuation of land use patterns that do not significantly impair or interfere with the above "conservation values"; and

WHEREAS, Grantor further intends, as owners of the Property, to convey to Grantee the right to preserve and protect the conservation values of the Property in perpetuity; and

WHEREAS, Grantee is a publicly supported, tax-exempt nonprofit organization, qualified under Section 501(c)(3) and 170(h) of the Internal Revenue Code, whose primary purpose is the preservation, protection, and enhancement of land in its natural, scenic, forested condition; and

WHEREAS, Grantee agrees by accepting this grant to honor the intentions of Grantors stated herein and to preserve and protect in perpetuity the conservation values of the Property for the benefit of this generation and the generations to come; and

WHEREAS, Grantor recognizes that the preservation of conservation values within the property will provide substantial benefits to Grantor and the public in general and that such benefits together with monetary payment to be made are adequate consideration in exchange for the grant of easement contained herein;

NOW, THEREFORE, the following deed memorializes the agreement which has been reached between the parties. The Grantor, the City of Anacortes, a Washington municipal corporation, for consideration as set forth herein and subject to conditions, agreements and provisions set forth hereinafter, hereby voluntarily grants and conveys to Grantee, the Skagit Land Trust, a Washington not-for-profit corporation, a non-exclusive perpetual easement to run with the land upon the real property legally described in Exhibit A hereto. This easement is subject to the following terms and conditions:



199908190117

Kathy Hill, Skagit County Auditor

8/19/1999 Page 2 of 34 10:34:22AM

Anacortes Community Forest Lands

Conservation Easement

1. **Purpose.** It is the purpose of this Easement to assure that the Property will be retained forever predominantly in its natural, scenic, forested condition and to prevent any use of the Property that will significantly impair or interfere with the conservation values of the Property. Grantor intends that this Easement will confine the use of the Property to such activities, (including, without limitation, those involving public recreation) as are consistent with the purpose of this Easement.

2. **Rights of Grantee.** To accomplish the purpose of this Easement the following rights are conveyed to Grantee by this Easement:

- a) To preserve and protect the conservation values of the Property,
- b) To enter upon the Property at reasonable times in order to monitor Grantors' compliance with and otherwise enforce the terms of this Easement; and
- c) To prevent any activity on or use of the Property that is inconsistent with the purpose of this Easement and to require the restoration of such areas or features of the Property that may be damaged by an inconsistent activity or use, pursuant to paragraph 6. Should complete restoration be impossible, Grantee shall require appropriate mitigation.

3. **Prohibited Uses.** Any activity on or use of the Property inconsistent with the purpose of this Easement is prohibited. Without limiting the foregoing, the following uses are expressly prohibited.

- a) Conversion or use of the property for timber harvesting, mining, or any commercial venture shall be prohibited.
- b) Sale, lease or other transfer of the protected property.

4. **Reserved Rights.** Grantors reserve to themselves, and to their personal representatives, heirs, successors, and assigns, all rights accruing from their ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not expressly prohibited by Section 3 or otherwise herein and are not inconsistent with the purpose of this Easement. Without limiting the foregoing, the following rights are expressly reserved.

- a) Use of portions of the property for public utilities, such as water reservoirs, or service roads to those public utilities.



- b) In those areas where the City has previously operated pump stations, water storage facilities, and pipelines, those activities may continue and such facilities may be maintained as long as necessary for public utility purposes. Parcels of the ACFL to which this conservation easement is applied may include any of these recreational or utility facilities, and their maintenance and improvement shall not be hindered by such application. In addition, any paved street or road in use at the date of this program's adoption shall be exempt from any restrictions and adjacent property may be altered as necessary to maintain the safe operation of vehicles on such streets.
- c) Facilities which allow and support such recreational and educational uses, such as service roads, parking lots, trailheads, trails, bridges, signs, interpretive displays, interpretive buildings, viewing platforms, boardwalks, sanitary facilities and picnic sites may be developed, maintained and improved as needed.
- d) All uses as prescribed for by the ACFL Management Plan of 1991. The City Council, as elected representative of the people who are owners of the property, with recommendation from the ACFL Forest Board, will continue to manage the Anacortes Community Forest Lands in accord with its then current, adopted ACFL Management Plan. Special care will be taken to manage areas where easements are sold in accord with recorded Conservation Easements.
- e) To undertake other activities necessary to protect public health or safety on the Protected Property or adjacent property, or which are actively required by and subject to compulsion of any governmental agency with authority to require such activity, provided that any such activity shall be conducted in a manner that protects the Conservation Values of the Protected Property to the greatest practicable extent, taking into account all the surrounding circumstances.

5. **Dispute Resolution.** If a dispute arises between the parties concerning the consistency of any proposed use or activity with the purpose of this easement, the parties shall meet together to discuss the dispute and attempt resolution. Thereafter, either party may request a hearing before the Anacortes City Council. Upon receiving the request for a hearing, the City Council shall schedule a public hearing to be held not less than 20 (twenty) nor more than 60 (sixty) days from receipt by them of the request for the hearing. Notice of the hearing shall be provided by direct mailing to each of the parties as well as publication in the official city newspaper not less than 7 (seven) days prior to the hearing date. If the resultant decision of the Anacortes City Council is not satisfactory to the other party, such party may bring an action in Skagit County Superior Court which shall review the matter de novo and which shall have full jurisdiction to grant relief consistent with Section 6 hereof. The Superior Court shall award to the prevailing party its reasonable attorney fees and costs. Nothing herein contained shall prevent the parties from agreeing to submit this matter to mediation and/or arbitration.



6. Grantee's Remedies.

- (a) If Grantee determines that Grantors are in violation of the terms of this Easement or that a violation is threatened, Grantee shall give written notice to Grantors of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the purpose of this Easement, to restore the portion of the Property so injured.
- (b) If Grantors fail to cure the violation within sixty (60) days after receipt of notice thereof from Grantee, or under circumstances where the violation cannot reasonably be cured within a sixty (60) day period, fail to begin curing such violation within the sixty (60) day period, or fail to continue diligently to cure such violation until finally cured, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation, exparte as necessary, by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Easement or injury to any conservation values protected by this Easement, including damages for the loss of scenic, aesthetic, or environmental values, and to require the restoration of the Property to the condition that existed prior to any such injury. Without limiting Grantors' liability therefor, Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Property.
- (c) If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the conservation values of the Property, Grantee may pursue its remedies under this paragraph without prior notice to Grantors or without waiting for the period provided for cure to expire. Grantee's rights under this paragraph, both prohibitive and mandatory, are in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this paragraph shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

6.1 **Costs of Enforcement.** Any cost incurred by Grantee in enforcing the terms of this Easement against Grantors, including, without limitation, costs of suit and attorneys' fees, and any costs of restoration necessitated by Grantors' violation of the terms of this Easement shall be borne by Grantors. If Grantors prevail in any action to enforce the terms of this Easement, Grantors' costs of suit, including, without limitation, attorneys' fees, shall be borne by Grantee.



6.2 **Grantee's Discretion.** Enforcement of the terms of this Easement shall be at the discretion of Grantee, and any forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantors shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantors shall impair such right or remedy or be construed as a waiver.

6.3 **Acts Beyond Grantors' Control.** Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantors for any injury to or change in the Property resulting from causes beyond Grantors' control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantors under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes, or from injury caused by private parties in violation of Grantor's adopted management plan and codes. Grantor will diligently prosecute violators.

7. **Access.** No additional rights of access by the general public to any portion of the property are conveyed by this Easement nor is any new limit on the access implied.

8. **Costs and Liabilities.** Grantors retain all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including the maintenance of adequate comprehensive general liability insurance coverage. Grantors shall keep the Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantors.

9. **Extinguishment.** If circumstances arise in the future such as render the purpose of this Easement impossible to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent Jurisdiction. The Court shall award grantee the fair market value of the easement. Grantee shall use all such proceeds in a manner consistent with the conservation purposes of this grant.

9.1 **Condemnation.** If the Easement is taken, in whole or in part, by exercise of the power of eminent domain, grantee shall be entitled to compensation in accordance with applicable law.

9.2 **Amendment for Supplementary.** If circumstances arise under which an amendment to or modification of this Easement would be appropriate, Grantors and Grantee are free to jointly amend this Easement; provided that no amendment shall be allowed that will affect the qualification of this Easement or the status of Grantee under any applicable laws, including Section 170(h) of the Internal Revenue Code of 1954, as amended and any amendment shall be consistent with the purpose of this Easement, and shall not affect its perpetual duration. Any such amendment shall be recorded in the official records of Skagit County, Washington.



10. **Assignment.** This Easement is transferable (with the Grantors approval, which will not be unreasonably withheld), but Grantee may assign its rights and obligations under this Easement only to an organization that is a qualified organization at the time of transfer under Section 170(h) of the provision then applicable, and the applicable regulations promulgated thereunder and authorized to acquire and hold conservation easements under Washington State Law (or any successor provision then applicable). As a condition of such transfer, Grantee shall require that the conservation purposes that this grant is intended to advance continue to be carried out.

10.1 **Executory Limitation.** If Grantee shall cease to exist or to be a qualified organization under Section 170(h) of the Internal Revenue Code of 1954, as amended, or to be authorized to acquire and hold conservation easements under Washington Law, and a prior assignment is not made pursuant to paragraph 10, then Grantee's rights and obligations under this Easement shall become immediately vested in (designated back-up grantee). If (designated backup grantee) is no longer in existence at the time the Grantee ceases to exist or is no longer qualified, then the rights and obligations under this Easement shall vest in such organization as a court of competent jurisdiction shall direct pursuant to the applicable Washington law and with due regard to the requirements for an assignment pursuant to Paragraph 10.

11. **Notices.** Any notice, demand, request, consent approval, or communication that either party desires or is served personally or sent by first class mail, postage prepaid, addressed as follows-

To Grantor: City of Anacortes
P.O. Box 547
Anacortes, WA 98221

To Grantee: Skagit Land Trust
P.O. Box 1017
Mount Vernon, WA 98273

or to such other address as either party from time to time shall designate by written notice to the other.

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

13. **General Provision.**

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



- b) Severability. If any provision of the Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provision of this 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, shall not be affected thereby.
- c) Entire Agreement. This instrument sets for the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein. (No alteration or variation of this instrument shall be valid or binding unless contained in an amendment that complies with Paragraph 9.3)
- d) No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.
- e) Joint Obligation. The obligations imposed by this Easement upon Grantors shall be joint and several.
- f) Successors. The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property.
- g) Termination of Rights and Obligations. A party's rights and obligations under this Easement terminate upon transfer of the party's interest in the Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer
- h) 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.
- i) Counterparts. The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties, each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

SCHEDULE OF EXHIBITS

- A. Legal Description of Property Subject to Easement.
- B. Site Maps
- C. Baseline Documentation



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

IN WITNESS WHEREOF Grantors and Grantee have set their hands on the day and year first above written.

H. Dean Maxwell
City of Anacortes, Grantor

by H. Dean Maxwell

its MAYOR

Skagit Land Trust
Skagit Land Trust, Grantee

by Jerald Haggell

its President



State of Washington :)
County of Skagit :) ss.

On this day personally appeared before me, H. Dean Maxwell and Jerald Haggell to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 18th day of August, 1999.

Carol A Graves
Notary Public in and for said State of Washington

Carol A Graves
Printed Name

Residing at:
Anacortes WA

My commission expires: 12/9/01



EXHIBIT 'A'

**LEGAL DESCRIPTION OF PROPERTY SUBJECT TO EASEMENT
(Anacortes Community Forest Lands /Conservation Easement #2)**

Tract 1 (approx. 5 acres / Campbell Lake Road # 1):

The East ½ of the Southwest ¼ of the Southwest ¼ of Government Lot 2 of Section 7, Township 34 North, Range 2 East, W.M.

Tract 2 (approx. 5 acres / Sugarloaf #1):

The West ½ of the Northeast ¼ of the Northeast ¼ of the Southwest ¼ of Section 1, Township 34 North, Range 1 East, W.M. EXCEPT that portion thereof, if any, lying within the Erie Mountain Road.

Tract 3 (approx. 5 acres / Whistle Lake #1):

The West ½ of the Southeast ¼ of the Southeast ¼ of the Northwest ¼ of Section 6, Township 34 North, Range 2 East, W.M.

Tract 4 (approx. 5 acres / Whistle Lake #2):

The East ½ of the Southwest ¼ of the Southeast ¼ of the Northwest ¼ of Section 6, Township 34 North, Range 2 East, W.M.

Tract 5 (approx. 5 acres / Big Beaver #1):

The West ½ of the Southeast ¼ of the Southwest ¼ of the Northeast ¼ of Section 26, Township 35 North, Range 1 East, W.M.



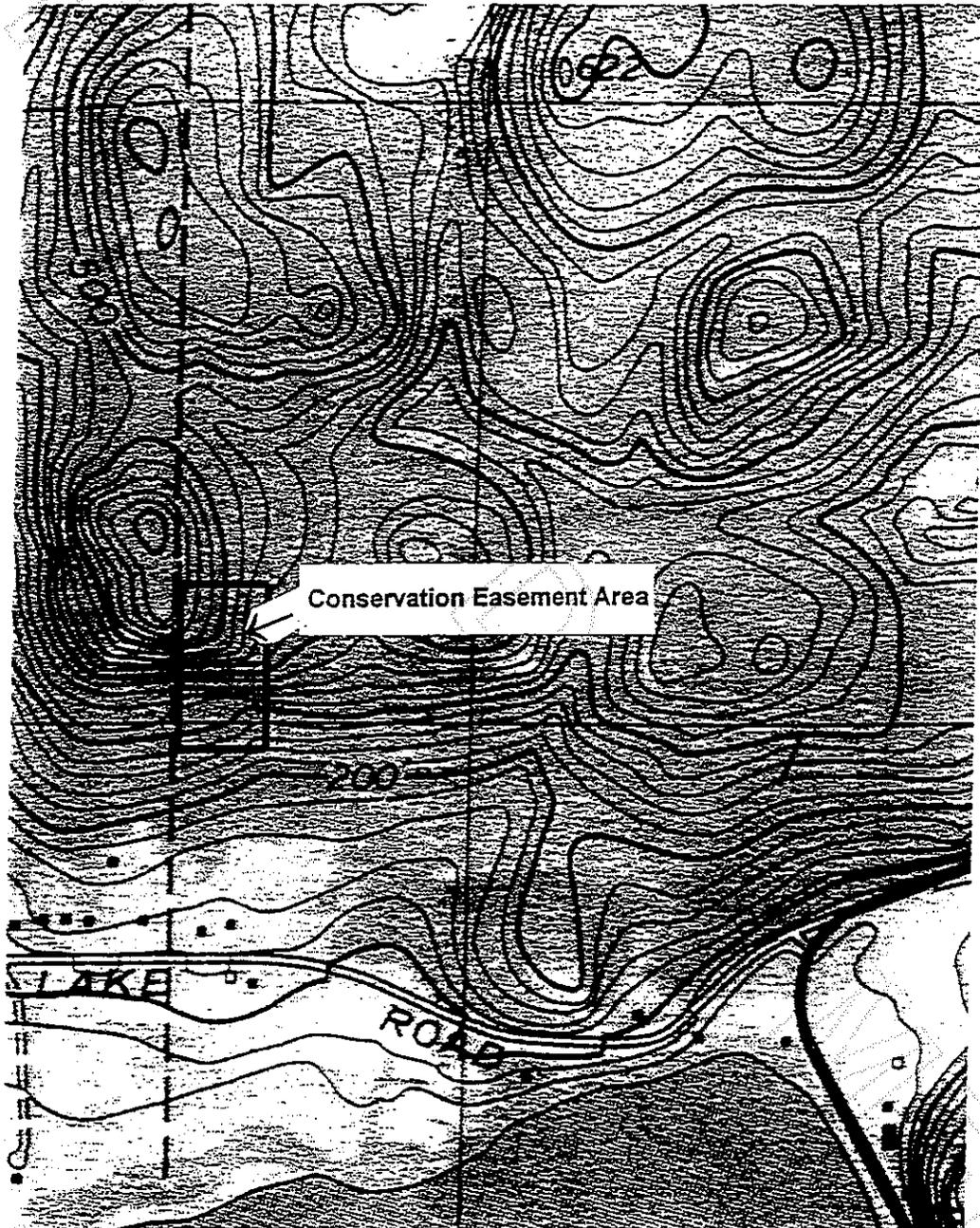
199908190117

Kathy Hill, Skagit County Auditor

8/19/1999 Page 10 of 34 10:34:22AM

EXHIBIT 'B:' Site Map
Anacortes Community Forest Lands Conservation Easement
Tract 1: approx. 5 acres / Campbell Lake Road #1
Section 7 of Township 34 North and Range 2 East
Portion of Parcel #P20038

330 feet



Enlargement of the Anacortes South Quadrangle, 7.5 minute series 1072

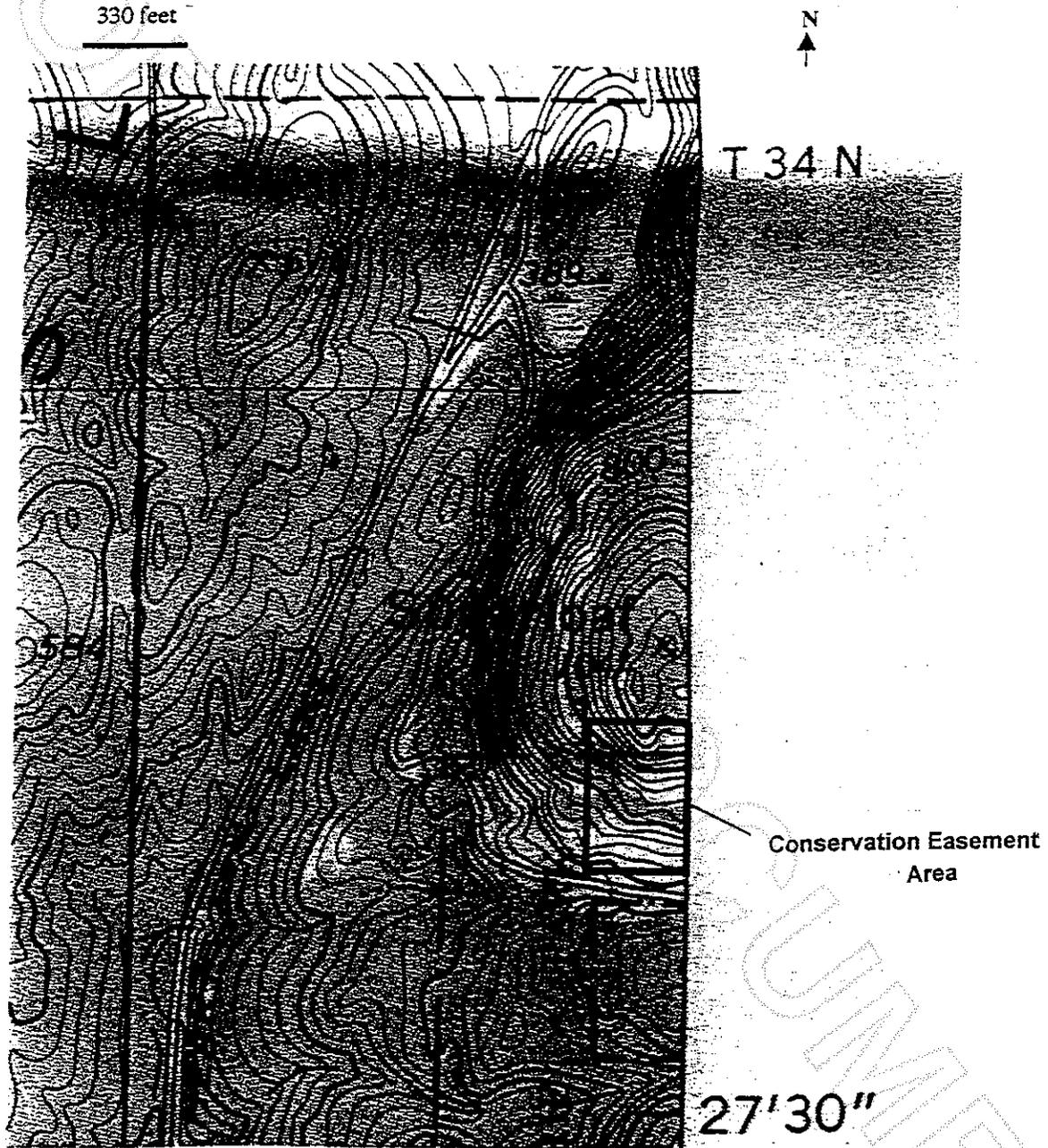


199908190117

Kathy Hill, Skagit County Auditor

8/19/1999 Page 11 of 34 10:34:22AM

EXHIBIT 'B' Site Map
Anacortes Community Forest Lands Conservation Easement
Tract 2: approx. 5 acres / Sugarloaf #1
Section 1 of Township 34 North and Range 1 East
Portion of Parcel #P19002

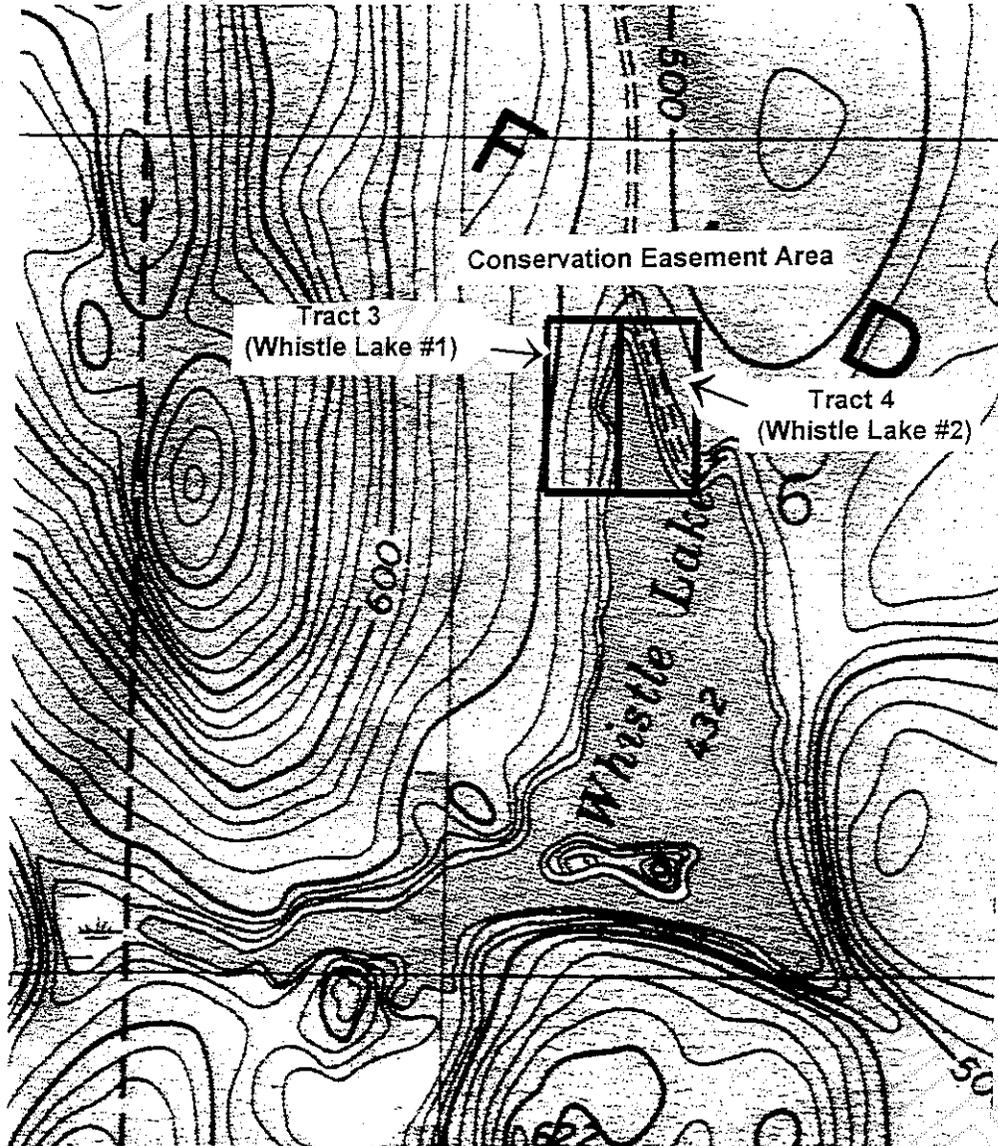


Enlargement of the Deception Pass Quadrangle, 7.5 minute series, 1978



EXHIBIT 'B' Site Map
Anacortes Community Forest Lands Conservation Easement
Tracts 3 & 4: approx. 10 acres / Whistle Lake #1 & #2
Section 6 of Township 34 North, Range 2 East, W.M.
Portion of Parcel #P20027

330 feet



Enlargement of the Anacortes South Quadrangle, 7.5 minute series, 1978



199908190117

Kathy Hill, Skagit County Auditor

8/19/1999 Page 13 of 34 10:34:22AM

EXHIBIT 'B' Site Map
Anacortes Community Forest Lands Conservation Easement
Tract 5: approx. 5 acres / Big Beaver #1
Section 26 of Township 35 North and Range 1 East
Portion of Parcel #P32340

330 feet



Enlargement of the Deception Pass Quadrangle, 7.5 minute series, 1978



199908190117

**SKAGIT LAND TRUST
CONSERVATION EASEMENT BASELINE DATA DOCUMENT**

Donor Information:

Name:	City of Anacortes	Portions of Parcel P20038
Address:	PO Box 547	Section: 7
City:	Anacortes, WA 98221	Township 34N
Phone (Day):	(360) 293-1900	Range: 2E
Contact:	Gary Robinson, Parks and Recreation Dept.	293-1918

Skagit Land Trust (Grantee) Contact:

Name(s): Gene Murphy or Martha Bray Phone: (360) 293-4153 / (360)428-7878
 Donor referred to Skagit Land Trust by: Friends of the Forest

Property Information:

Acres: approx. 5 Number of Buildings 0 Descriptions Attached Yes XX No
 Percent Wetland 0 Percent Forest 100 Percent Farmland 0 Percent Other 0
 Percent buildings and Grounds 0 County Zoning Public Use Property ID No. P20038
 Type of Ownership FEE Mortgage Yes X No Mtg. Holder _____

Soil types Much of the soil on the protected property is in the Lithic Haploxerolls-Rock outcrop complex, with slopes of 70-90%. Although there are Douglas-fir and madrone trees on this property, the area is more sparsely vegetated than much of the forest to the north. There are also soils of the Whistle-Fidalgo-Rock outcrop complex with slopes of 30-65%. These soils are deep, well drained and found on glacially modified hills such as those on Fidalgo Island. Native trees for this soil type are conifers, with an understory of shrubs.

County Critical Areas Geohazard and priority habitat for listed species (peregrine falcon)

State Priority Habitats and Species Bald eagle, osprey, and marbled murrelet habitat. Peregrine habitat nearby (Mt. Erie).

Special Features of Property: This property is located on the southernmost end of the Anacortes Community Forest Lands. It can be viewed from Campbell Lake Road or accessed by going off trail from the forest lands trail system trail 22. It is sparsely forested with madrone and Douglas-fir, including a few large snag-topped fir trees. The land includes steep, rocky slopes and is less than 2 miles from salt water and less than 0.5 miles from Lake Campbell and Mount Erie. These conditions make the habitat here appropriate for the many species of swallows and bats in our



199908190117

area, as well as foraging peregrine and perching bald eagles. The property also contains habitat for black-tailed deer, coyote, small mammals, songbirds, woodpeckers, and owls.

Condition of Property: The protected property does not have any trails on it; however, it may be visited by people climbing the cliffs of Mt. Erie. The forest along the top of the bluffs on this property was logged as recently as the 1960s. The logging access roads are no longer maintained.

History: On August 2, 1919 the city of Anacortes purchased the property from Douglas Allmond's Washington Power, Light and Water Company.

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

H. Dean Maxwell
City of Anacortes, Grantor
by H. Dean Maxwell
its MAYOR
date: August 18, 1999

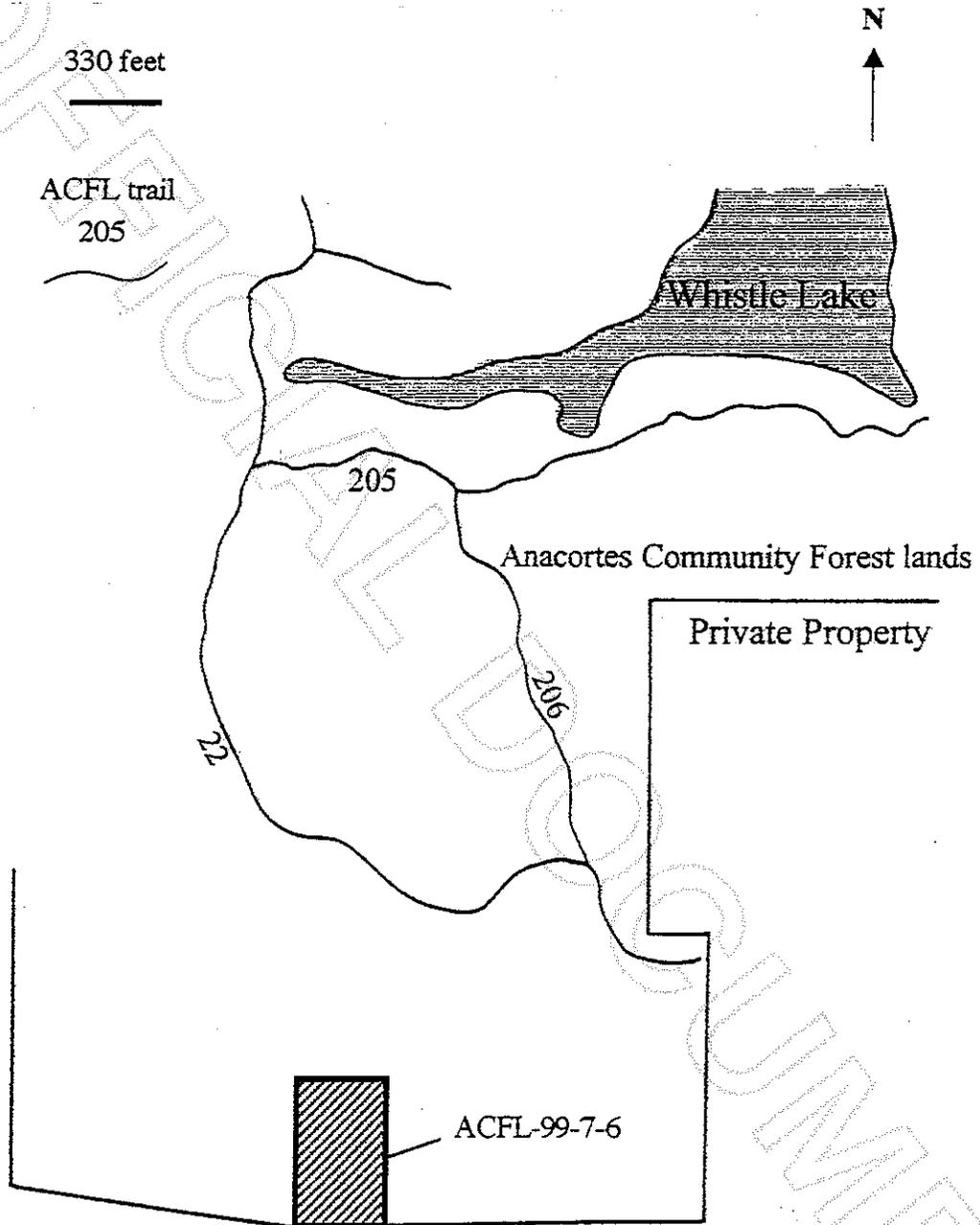
Skagit Land Trust
Skagit Land Trust, Grantee
by Jerald H. Saegle
its President
date: August 18, 1999

Attachments: Aerial Photos/Map On-site Photographs Appraisal
 Assessor Printout Title Search/Insurance Vegetation Inventory

Baseline document prepared by Brenda Cunningham, June 1999. Site visit on May 20, 1999 with Richard Treston.



Anacortes Community Forest Lands Conservation Easement
Tract 1: approx. 5 acres / Campbell Lake Road #1
Section 7 of Township 34 North and Range 2 East
Portion of Parcel #P20038



Map adapted from Anacortes Community Forest Lands Trail Guide



199908190117

EXHIBIT 'C'

ACFL CE#2 / July 1999/ Tract 2-- Sugarloaf -1

Condition of Property: The protected property includes ACFL trail 215 up to viewpoints on rocky outcrops and the summit of Sugarloaf Mountain. Despite the popularity of the location, the trails are in good condition, with no troubling erosion. Areas of the property close to Mount Erie Road were logged as recently as the 1960s.

History: On August 2, 1919 the city of Anacortes purchased the property from Douglas Allmond's Washington Power, Light and Water Company.

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

H. Dean Mapuell
City of Anacortes, Grantor

by H. Dean Mapuell

its MAYOR

date: August 18, 1999

Skagit Land Trust
Skagit Land Trust, Grantee

by Jerald R. Haysle

its President

date: August 18, 1999

Attachments: Aerial Photos/Map On-site Photographs Appraisal
 Assessor Printout Title Search/Insurance Vegetation Inventory

Baseline document prepared by Brenda Cunningham, June 1999. Site visit on June 5, 1999 with Tim Manns.



199908190117

EXHIBIT 'C'

ACFL CE#2 / July 1999/ Tract 2-- Sugarloaf -1

Vegetation Inventory for the upper Sugarloaf Mountain area, ACFL

Conducted June 5, 1999 by Brenda Cunningham and Tim Manns for the Skagit Land Trust

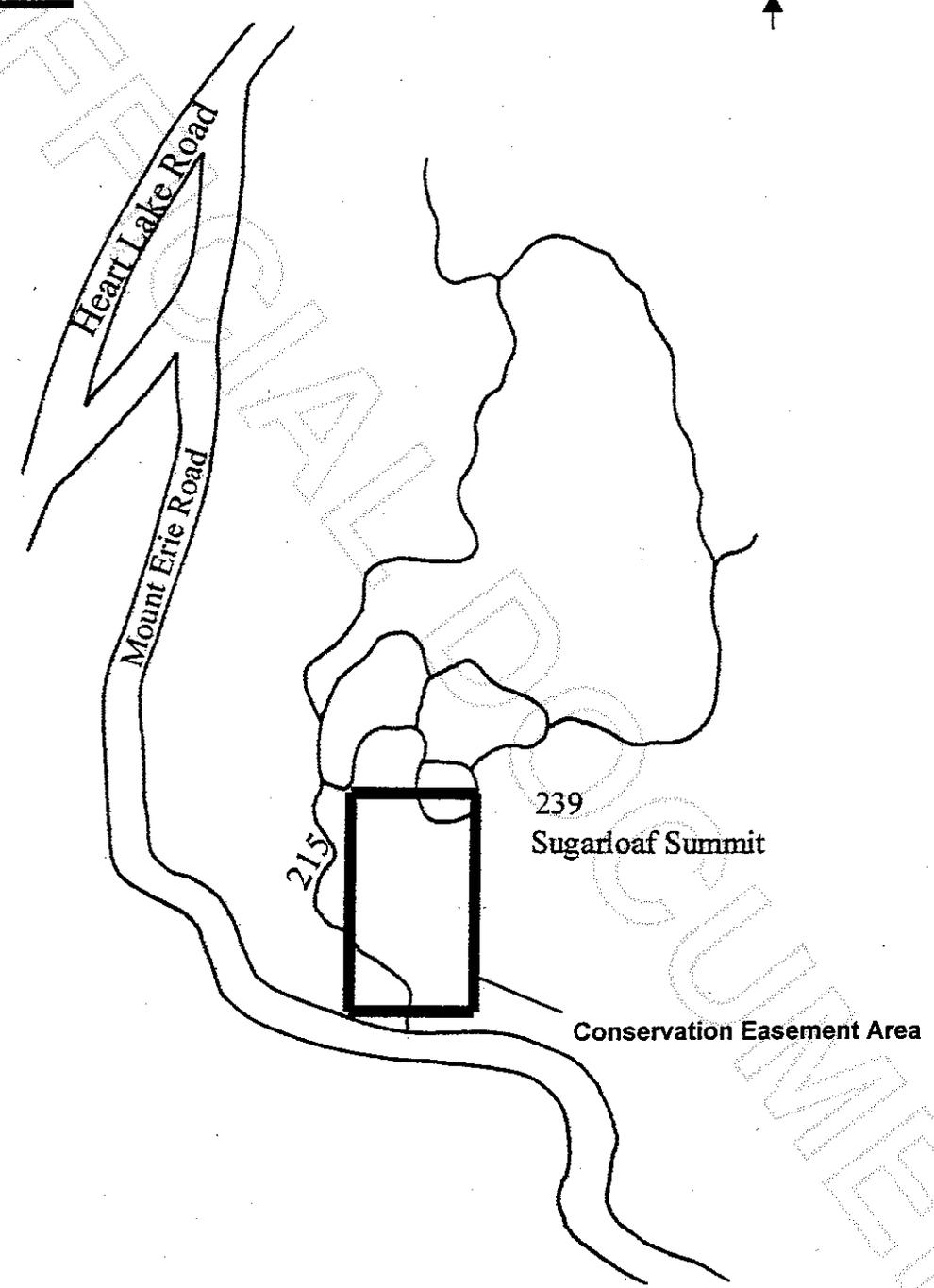
Douglas fir	<i>Pseudotsuga menziesii</i>
Western red cedar	<i>Thuja plicata</i>
Red alder	<i>Alnus rubra</i>
Pacific madrone	<i>Arbutus menziesii</i>
Lodgepole pine	<i>Pinus contorta</i>
Big-leaf maple	<i>Acer marophyllum</i>
Rose	<i>Rosa</i> sp.
Oceanspray	<i>Holodiscus discolor</i>
Honeysuckle	<i>Lonicera ciliosa</i>
Oregon grape	<i>Mahonia</i> sp.
Paintbrush	<i>Castilleja</i> sp.
Strawberry	<i>Fragaria</i> sp.
Camas	<i>Camassia quamash</i>
Death-camas	<i>Zygadenus venenosus</i>
Fawn lily	<i>Erythronium oregonum</i>
Yarrow	<i>Achillea millefolium</i>
Kinnickinnick	<i>Arctostaphylos uva-ursi</i>
Field chickweed	<i>Cerastium arvense</i>
Desert-parsley	<i>Lomatium</i> sp.
Stinging nettle	<i>Urtica dioica</i>
Buttercup	<i>Ranunculus occidentalis</i>
Miner's lettuce	<i>Claytonia perfoliata</i>
Stoncrop	<i>Sedum spathulifolium</i>
Coralroot	<i>Corallorhiza</i> sp.
Idaho fescue	<i>Festuca idahoensis</i>
Sword fern	<i>Polystichum munitum</i>
Licorice fern	<i>Polypodium glycyrrhiza</i>

This inventory is not intended to be complete, but rather an overview of the dominant plant species.



Anacortes Community Forest Lands Conservation Easement
Tract 2: approx. 5 acres / Sugarloaf #1
Section 1 of Township 34 North and Range 1 East
Portion of Parcel #P19002

330 feet



Map adapted from Anacortes Community Forest Lands Trail Guide



199908190117

**SKAGIT LAND TRUST
CONSERVATION EASEMENT BASELINE DATA DOCUMENT**

Donor Information:

Name:	City of Anacortes	Portions of Parcel P20027
Address:	PO Box 547	Section: 6
City:	Anacortes, WA 98221	Township 34N
Phone (Day):	(360) 293-1900	Range: 2E
Contact:	Gary Robinson, Parks and Recreation Dept.	293-1918

Skagit Land Trust (Grantee) Contact:

Name(s): Gene Murphy or Martha Bray Phone: (360) 293-4153 / (360)428-7878
 Donor referred to Skagit Land Trust by: Friends of the Forest

Property Information:

Acres: approx. 5 Number of Buildings 0 Descriptions Attached Yes XX No
 Percent Wetland 1 Percent Forest 99 Percent Farmland 0 Percent Other 0
 Percent buildings and Grounds 0 County Zoning Public Use Property ID No. P20027
 Type of Ownership FEE Mortgage Yes X No Mtg. Holder _____

Soil types The soils on this property are Whistle-Fidalgo-Rock outcrop complex with slopes of 30-65%. These soils are deep, well drained and found on glacially modified hills such as those on Fidalgo Island. Native trees for this soil type are conifers, with an understory of shrubs.

County Critical Areas Freshwater shoreline, nesting osprey and priority habitat for listed species (peregrine falcon)
 State Priority Habitats and Species Bald eagle, osprey, and marbled murrelet habitat. Peregrine habitat nearby (Mt. Erie).

Special Features of Property: This property is located on the north end of Whistle Lake and includes approximately 660 feet of shoreline on the northernmost west side of the lake. The property is accessed via Anacortes Community Forest trails 20 and 204. Trail 204 runs the north-south length of the easement property, parallel to the shore of Whistle Lake. The land slopes up from the lake rising steeply from 432 feet in elevation at the lake to 860 feet to the immediate west of the protected property. The northernmost part of the property, adjacent to trail 204 has a small wetland that is connected to Whistle Lake via a culvert under the trail. The forest on the rest of the property is a mixture of red alder and willows along the lakeshore and western red cedar and Douglas fir on the slope above the lake. The forest canopy is sufficient in some places that Pacific yew trees are thriving and reproducing. Most trees in the coniferous forest appear to be approximately 60 years old, although there are a few very large downed Douglas fir that are serving as nurse logs and creating moist microhabitats. There are also several



199908190117

prominent snags that may serve as roosting trees for birds of prey and nesting trees for cavity nesting songbirds. Osprey are nesting on nearby Heart and Erie lakes and may feed on Whistle Lake. Ravens have been observed in the vicinity and may also utilize the protected property. Understory plant species on the property include salal, oceanspray, Indian plum, wild rose, Oregon grape, red huckleberry, salmonberry, sword, licorice, oak and bracken ferns. The property is less than 1.5 miles from salt water and from Lake Campbell and Mount Erie. These waters and the cliffs of Mount Erie make the area appropriate habitat for bald eagles, osprey, and peregrine falcons. The property also contains habitat for black-tailed deer, coyote, small mammals, songbirds, woodpeckers, and owls. The Anacortes Community Forest Lands are open to the public for recreation and educational purposes.

Condition of Property: The protected property is in one of the most popular areas of the Anacortes Community Forest trail system. Whistle Lake is very busy with visitors in the summer, especially on weekends. However, on weekdays the rest of the year it is not unusual to visit the lake without seeing anyone else. The summer visitors can be in large family groups and can create a lot of noise at the lakeshore. The protected property has approximately 660 feet of trail, running north-south parallel to the lakeshore. Despite the heavy use the trail is not overly wide, nor was any obvious erosion for it into the lake noticed on a site visit in late May 1999. Two-wheeled motorized traffic is allowed on trail 20 that provides the approach to the lake, but is not allowed on trail 204 or on the lakeshore south of trail 20 on the east side (see attached trail map).

History: On August 2, 1919 the city of Anacortes purchased the property from Douglas Allmond's Washington Power, Light and Water Company. Until the mid 1970s Whistle Lake was the municipal water source for Anacortes. A pump house was located on the protected property on the lakeshore. From the pump house pipes ran north and east to Anacortes.

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

H. Dean Maxwell
 City of Anacortes, Grantor
 by H. Dean Maxwell
 its MAYOR
 date: 8/17/99

Skagit Land Trust
 Skagit Land Trust, Grantee
 by Jerald K. Haysale
 its President
 date: 8/18/99

Attachments: Aerial Photos/Map On-site Photographs Vegetation Inventory
 Baseline document prepared by Brenda Cunningham, June 1999. Site visit on May 20, 1999 with Richard Treston.



EXHIBIT 'C'

ACFL CE#2 / July 1999/ Tract 3-- Whistle Lake - 1

Vegetation Inventory for the northwest end of Whistle Lake, ACFL

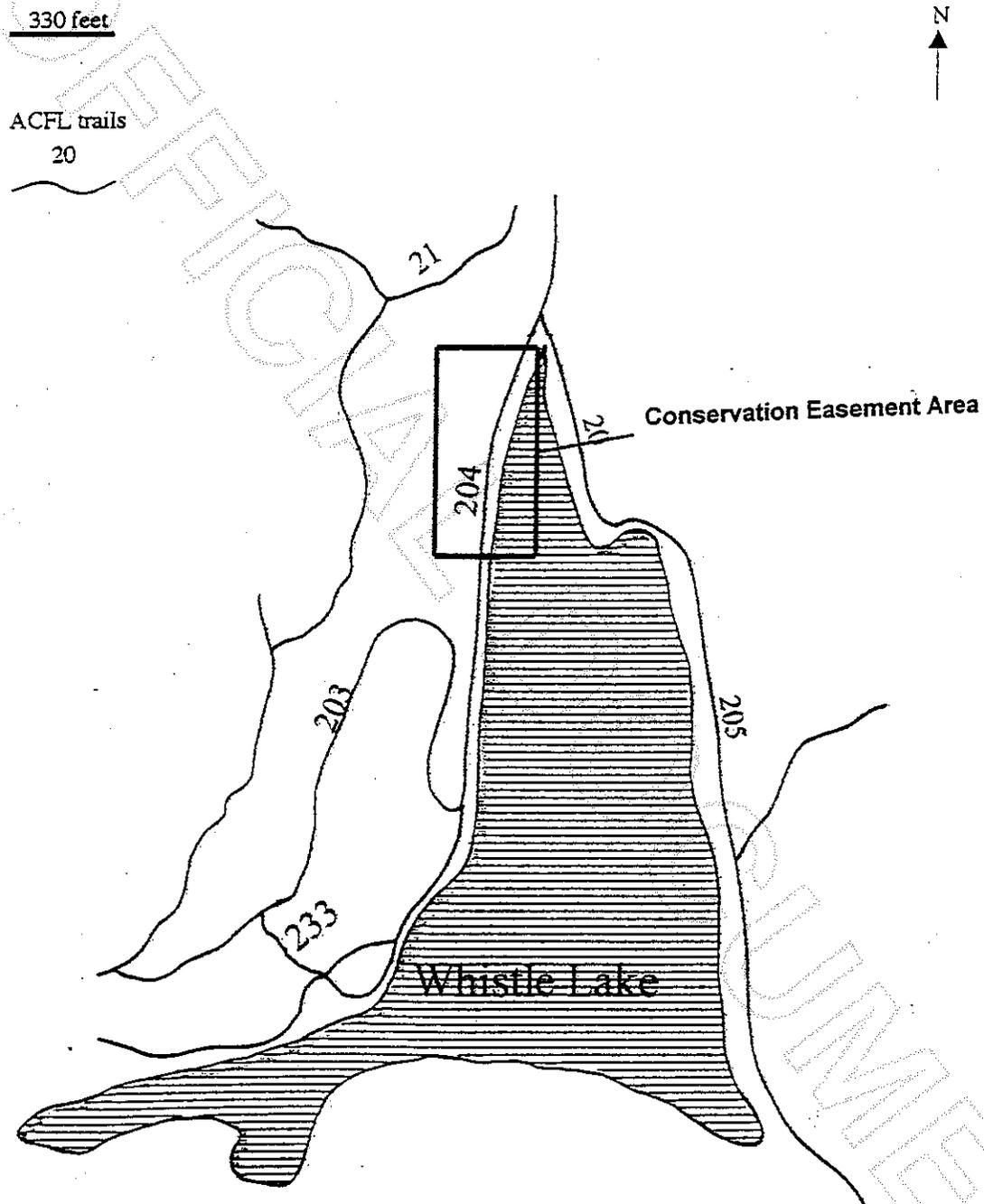
Conducted May 20, 1999 by Brenda Cunningham and Richard Treston for the Skagit Land Trust

Douglas fir	<i>Pseudotsuga menziesii</i>
Western red cedar	<i>Thuja plicata</i>
Red alder	<i>Alnus rubra</i>
Bitter cherry	<i>Prunus emarginata</i>
Willow	<i>Salix</i> sp.
Indian plum	<i>Oemleria cerasiformis</i>
Rose	<i>Rosa</i> sp.
Salal	<i>Gaultheria shallon</i>
Red huckleberry	<i>Vaccinium parvifolium</i>
Oceanspray	<i>Holodiscus discolor</i>
Honeysuckle	<i>Lonicera ciliosa</i>
Oregon grape	<i>Mahonia</i> sp.
Salmonberry	<i>Rubus spectabilis</i>
Twinflower	<i>Linnaea borealis</i>
Starflower	<i>Trientalis latifolia</i>
Sword fern	<i>Polystichum munitum</i>
Licorice fern	<i>Polypodium glycyrrhiza</i>
Bracken fern	<i>Pteridium aquilinum</i>

This inventory is not intended to be complete, but rather an overview of the dominant plant species.



Anacortes Community Forest Lands Conservation Easement
Tract 3: approx. 5 acres / Whistle Lake #1
Section 6 of Township 34 North, Range 2 East, W.M.
Portion of Parcel #P20027



Map adapted from the Anacortes Community Forest Lands Trail Guide



199908190117

Kathy Hill, Skagit County Auditor

**SKAGIT LAND TRUST
CONSERVATION EASEMENT BASELINE DATA DOCUMENT**

Donor Information:

Name:	City of Anacortes	Portions of Parcel P20027
Address:	PO Box 547	Section: 6
City:	Anacortes, WA 98221	Township 34N
Phone (Day):	(360) 293-1900	Range: 2E
Contact:	Gary Robinson, Parks and Recreation Dept.	293-1918

Skagit Land Trust (Grantee) Contact:

Name(s): Gene Murphy or Martha Bray Phone: (360) 293-4153 / (360)428-7878
 Donor referred to Skagit Land Trust by: Friends of the Forest

Property Information:

Acres: approx. 5 Number of Buildings 0 Descriptions Attached Yes XX No
 Percent Wetland 1 Percent Forest 99 Percent Farmland 0 Percent Other 0
 Percent buildings and Grounds 0 County Zoning Public Use Property ID No. P20027
 Type of Ownership FEE Mortgage Yes X No Mtg. Holder _____

Soil types The soils on this property are Whistle-Fidalgo-Rock outcrop complex with slopes of 30-65%. These soils are deep, well drained and found on glacially modified hills such as those on Fidalgo Island. Native trees for this soil type are conifers, with an understory of shrubs.

County Critical Areas Freshwater shoreline, nesting osprey and priority habitat for listed species (peregrine falcon)
 State Priority Habitats and Species Bald eagle, osprey, and marbled murrelet habitat. Peregrine habitat nearby (Mt. Erie).

Special Features of Property: This property is located on the north end of Whistle Lake and includes approximately 660 feet of shoreline on the northernmost east side of the lake. The property is accessed via Anacortes Community Forest trail 20. The trail runs north-south the length of the easement property, parallel to the shore of Whistle Lake. Motorized traffic is permitted on this trail. The land slopes up from the lake rising steeply for approximately 15 feet, then the slope becomes very low, rising less than 100 feet from the elevation of the lake before is descends again. The northernmost part of the property, adjacent to the junction with trail 204 down the west side of the lake, has a small wetland that is connected to Whistle Lake via a culvert under trail 204. The forest on the rest of the property is a mixture of red alder and willows along the lakeshore and western red cedar and Douglas fir on the slope above the lake. Most trees in the coniferous forest appear to be approximately 60 years old, although there are a few very large Douglas-fir at the southern extent of the protected property. The forest canopy is sufficient in some places that Pacific yew trees are thriving and reproducing. There are also several prominent Douglas-fir



snags that may serve as roosting trees for birds of prey and nesting trees for cavity-nesting songbirds. Osprey are nesting on nearby Heart and Erie lakes and may feed on Whistle Lake. Ravens have been observed in the vicinity and may also utilize the protected property. Understory plant species on the property include salal, oceanspray, Indian plum, serviceberry, wild rose, Oregon grape, red huckleberry, salmonberry, sword, licorice, oak and bracken ferns. The property is less than 1.5 miles from salt water and from Lake Campbell and Mount Erie. These waters and the cliffs of Mount Erie make the area appropriate habitat for bald eagles, osprey, and peregrine falcons. The property also contains habitat for black-tailed deer, coyote, small mammals, songbirds, woodpeckers, and owls. The Anacortes Community Forest Lands are open to the public for recreation and educational purposes.

Condition of Property: The protected property is in one of the most popular areas of the Anacortes Community Forest trail system. Whistle Lake is very busy with visitors in the summer, especially on weekends. However, on weekdays during the rest of the year it is not unusual to visit the lake without seeing anyone else. The summer visitors can be in large family groups and can create a lot of noise at the lakeshore. The protected property has approximately 660 feet of trail, running north-south parallel to the lakeshore. This trail was formerly a motorized access road to a pump house located on the lakeshore (see the description of pump house and remains of equipment described in the history section below). As a consequence of the previous disturbance, the trail is very wide and continues to be maintained as an access for service and emergency response vehicles. It also receives the majority of foot, mountain bike and horse traffic and all of the motorcycle traffic that comes to Whistle Lake. At the south end of the protected property is a cleared area with access to the lakeshore that is very popular for visitors. Although fires are prohibited, campfires are built during picnics at this spot and the understory has been lost to trampling and fire building. Two-wheeled motorized traffic is allowed on trail 20, but is not allowed on the rest of the lakeshore trail system.

History: On August 2, 1919 the city of Anacortes purchased the property from Douglas Allmond's Washington Power, Light and Water Company. Until the mid 1970s Whistle Lake was the municipal water source for Anacortes. A pump house was located on the protected property on the lakeshore. From the pump house pipes ran north and east to Anacortes. Much of the pipe remains along trail 20 and headed east of the lake. Most of the pipe is buried, but its path can be traced where it is exposed intermittently. All that remains of the pump house is some concrete along the lakeshore and a large pipe that goes from the concrete out into the lake. The pipe in the lake is not exposed above the surface.



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

H. Dean Maxwell
City of Anacortes, Grantor

Skagit Land Trust
Skagit Land Trust, Grantee

by H. Dean Maxwell

by Jerald R. Haggelle

its MAYOR

its President

date: 8/17/99

date: 8/10/99

Attachments: Aerial Photos/Map On-site Photographs Appraisal
 Assessor Printout Title Search/Insurance Vegetation Inventory

Baseline document prepared by Brenda Cunningham, June 1999. Site visit on May 20, 1999 with Richard Treston.



EXHIBIT 'C'

ACFL CE#2 / July 1999/ Tract 4-- Whistle Lake-2

Vegetation Inventory for the northeast end of Whistle Lake, ACFL

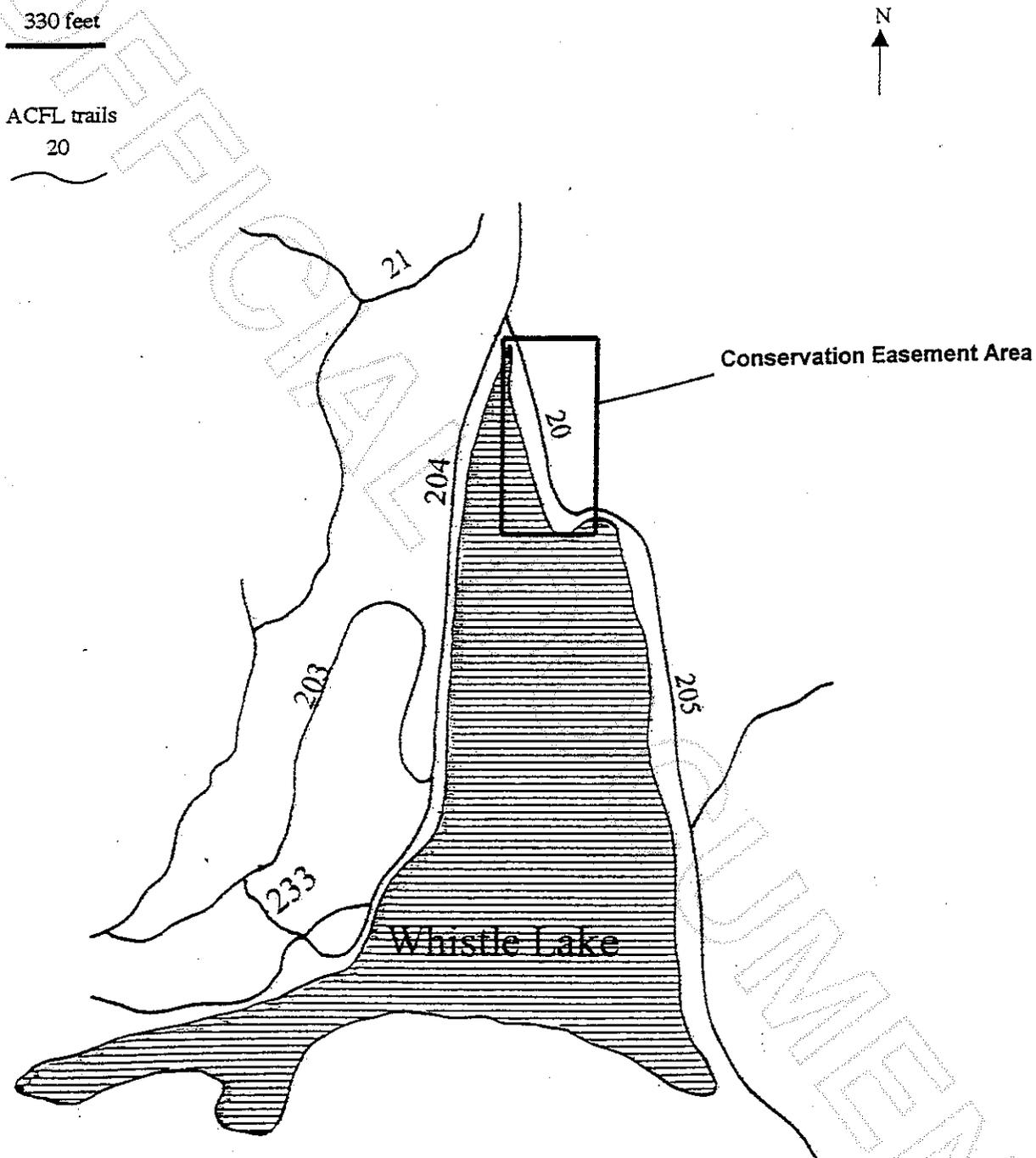
Conducted May 20, 1999 by Brenda Cunningham and Richard Treston for the Skagit Land Trust

Douglas fir	<i>Pseudotsuga menziesii</i>
Western red cedar	<i>Thuja plicata</i>
Red alder	<i>Alnus rubra</i>
Pacific madrone	<i>Arbutus menziesii</i>
Bitter cherry	<i>Prunus emarginata</i>
Willow	<i>Salix</i> sp.
Indian plum	<i>Oemleria cerasiformis</i>
Rose	<i>Rosa</i> sp.
Salal	<i>Gaultheria shallon</i>
Red huckleberry	<i>Vaccinium parvifolium</i>
Oceanspray	<i>Holodiscus discolor</i>
Honeysuckle	<i>Lonicera ciliosa</i>
Oregon grape	<i>Mahonia</i> sp.
Salmonberry	<i>Rubus spectabilis</i>
Serviceberry	<i>Amelanchier alnifolia</i>
Twinflower	<i>Linnaea borealis</i>
Starflower	<i>Trientalis latifolia</i>
Paintbrush	<i>Castilleja</i> sp.
Cattail	<i>Typha latifolia</i>
Sword fern	<i>Polystichum munitum</i>
Licorice fern	<i>Polypodium glycyrrhiza</i>
Bracken fern	<i>Pteridium aquilinum</i>

This inventory is not intended to be complete, but rather an overview of the dominant plant species.



Anacortes Community Forest Lands Conservation Easement
Tract 4: approx. 5 acres / Whistle Lake #2
Section 6 of Township 34 North, Range 2 East, W.M.
Portion of Parcel #P20027



Map adapted from the Anacortes Community Forest Lands Trail Guide



199908190117

many species of birds, bats and amphibians. Fresh beaver cuts, chorus frogs and red-legged frogs were observed on the easement area during a site visit on June 5, 1999. These waters and the cliffs of Mount Erie make the area appropriate habitat for bald eagles, osprey, and peregrine falcons. Along trail 113, near the eastern boundary of the easement area there is a small wetland, dominated by willows, sedges, alder and salmonberry. This habitat is also appropriate for some amphibians and many songbirds. In addition, the property contains habitat for black-tailed deer, coyote, small mammals, woodpeckers, and owls.

Condition of Property: The protected property includes parts of trail 113 and all of trail 125. Although there are several very wet sections on the trails, they appear to be in good condition, especially along the pond shoreline. Motorized traffic is allowed on the trails, except on the segments nearest to the pond shoreline.

History: On August 2, 1919 the city of Anacortes purchased the property from Douglas Allmond's Washington Power, Light and Water Company.

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

H. Dean Mayhew
City of Anacortes, Grantor
by H. Dean Mayhew
its Mayor
date: 8/17/99

Skagit Land Trust
Skagit Land Trust, Grantee
by Jerald K. Haysle
its President
date: 8/18/99

Attachments: Aerial Photos/Map On-site Photographs Appraisal
 Assessor Printout Title Search/Insurance Vegetation Inventory

Baseline document prepared by Brenda Cunningham, June 1999. Site visit on June 5, 1999 with Tim Marns.



EXHIBIT 'C'

ACFL CE#2 / July 1999/ Tract 5-- Big Beaver -1

Vegetation Inventory of south side of Big Beaver Pond, ACFL

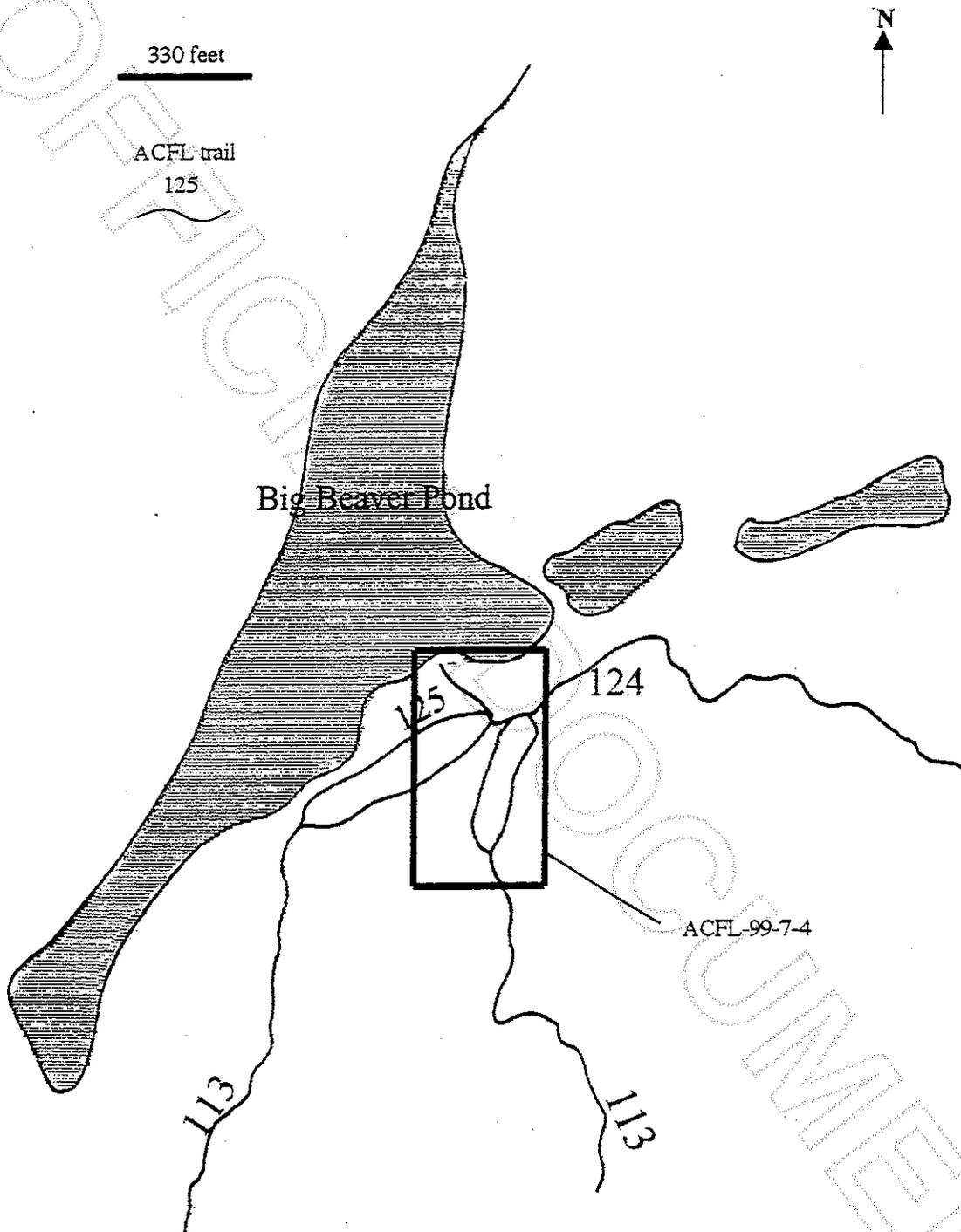
Conducted June 5, 1999 by Brenda Cunningham and Tim Manns for the Skagit Land Trust

Douglas fir	<i>Pseudotsuga menziesii</i>
Western red cedar	<i>Thuja plicata</i>
Pacific yew	<i>Taxus brevifolia</i>
Red alder	<i>Alnus rubra</i>
Pacific madrone	<i>Arbutus menziesii</i>
Bitter cherry	<i>Prunus emarginata</i>
Willow	<i>Salix</i> sp.
Indian plum	<i>Oemleria cerasiformis</i>
Rose	<i>Rosa</i> sp.
Salal	<i>Gaultheria shallon</i>
Red huckleberry	<i>Vaccinium parvifolium</i>
Oceanspray	<i>Holodiscus discolor</i>
Honeysuckle	<i>Lonicera ciliosa</i>
Oregon grape	<i>Mahonia</i> sp.
Salmonberry	<i>Rubus spectabilis</i>
Serviceberry	<i>Amelanchier alnifolia</i>
Twinflower	<i>Linnaea borealis</i>
Starflower	<i>Trientalis latifolia</i>
Paintbrush	<i>Castilleja</i> sp.
Cattail	<i>Typha latifolia</i>
Sword fern	<i>Polystichum munitum</i>
Licorice fern	<i>Polypodium glycyrrhiza</i>
Bracken fern	<i>Pteridium aquilinum</i>

This inventory is not intended to be complete, but rather an overview of the dominant plant species.



Anacortes Community Forest Lands Conservation Easement
Tract 5: approx. 5 acres / Big Beaver #1
Section 26 of Township 35 North and Range 1 East
Portion of Parcel #P32340



Map adapted from Anacortes Community Forest Lands Trail Guide



199908190117

Kathy Hill, Skagit County Auditor