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Skagit County Auditor

7/3/2001 Page 1 of 48 1:49:54PM

When recorded return to:

Skagit County Farmland Legacy Program
c/o Skagit County Commissioners
County Administration Building
700 South Second St. Room 202
Mount Vernon, WA 98273

FIRST AMERICAN TITLE CO.
635778

GRANT DEED OF CONSERVATION EASEMENT

Grantor: Joyce I. Grimbly
Grantee: Skagit County

Legal Description

Abbreviated form: NE1/4, SW1/4, Sec. 25, Twp. 36N, R 4E, W.M.
Additional legal at Exhibit A.

Assessor's Tax ID# and Parcel Number: P49945

41717
SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax

JUL 03 2001

Amount Paid \$ 550.80
Skagit Co. Treasurer [Signature]

THIS GRANT DEED OF CONSERVATION EASEMENT ("Easement") is made this 11 day of June, 2001, by Joyce I. Grimbly, having an address at 4580 Blank Road, Sedro Woolley, WA 98284 hereinafter referred to as "Grantor"), in favor of Skagit County, a political subdivision of the State of Washington, having an address at Skagit County Farmland Legacy Program, c/o Skagit County Board of Commissioners, County Administration Building Room 202, 700 South Second Street, Mount Vernon, WA 98273 (hereinafter referred to as "Grantee").

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I. RECITALS

A. Grantor is the sole owner in fee simple of that certain real property (the "Protected Property") in Skagit County, Washington, more particularly described in Exhibit A (legal description) and shown on Exhibit B (site map), which are attached and incorporated into this Easement by this reference. The portion of the property protected by this Easement is considered the ("Riparian Habitat Conservation Zone") and is approximately 40 acres in size.

B. The Riparian Habitat Conservation Zone protected by this Easement is described in Exhibit A (legal description) and shown in Exhibit B (site map), which are attached and incorporated into this Easement by this reference.

C. The Riparian Habitat Conservation Zone (hereafter referred to as "Protected Property") provides riparian habitat and other natural values (collectively, the Conservation Values), as more particularly described in Recitals 1.A, 1.B. and Exhibits B, C and D. below. For purposes of this Easement, riparian habitat is the land area adjacent to aquatic systems with flowing water that contains elements of both aquatic and terrestrial ecosystems which mutually influence each other and provide habitat for fish and wildlife species. Riparian Habitat provides vital functions to aquatic and upland ecosystems which include: among others, soil and streambank stability, moderation of stream temperature and reduction of nutrients to the aquatic system.

D. The specific Conservation Values and characteristics of the Protected Property are further documented in an inventory of relevant features of the Protected Property, dated June 4, 2001, on file at the offices of Grantee and incorporated into this Easement by this reference "Baseline Documentation", and a summary is attached as Exhibit C" The Baseline Documentation, which has been reviewed and accepted by Grantor and Grantee, consists of reports, maps, photographs, and other documentation that provide, collectively, an accurate representation of the Protected Property at the time of this grant and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this grant. Exhibit B, included as part of the Baseline Documentation, is a scaled site map delineating the approximate location of all buildings, the existing developed area, and other key features and improvements on the site at the time of this grant, including the Riparian Habitat Conservation Zone.

E. The Protected Property is of significant natural value to the Grantor, the people of Skagit county and the people of the State of Washington (collectively "Conservation Values"). The Conservation Values include protection of the Riparian Habitat Conservation Zone.

F. A goal of Skagit County as stated in the County-wide Regional Comprehensive Plan Policies, adopted in July 2000 is to: "Encourage the Retention of Open Space and



Development of Recreational Opportunities, Conserve Fish and Wildlife Habitat, Increase Access to Natural Resource Lands and Water, and Develop Parks”.

G. The declared policies of Skagit County in the Critical Areas Ordinance of Skagit County (Title 14 Chapter 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.”

H. Grantor, as owner of the Protected Property, has the right to protect and preserve the Conservation Values of the Protected Property, and desires to transfer such rights to Grantee in perpetuity.

I. The foregoing recitals are incorporated into this Easement by this reference.

II. CONVEYANCE AND CONSIDERATION

A. For the reasons stated above, in consideration of the mutual covenants, terms, conditions, and restrictions contained in this Easement, and in consideration of payment of \$ 36,000 and other good and valuable consideration by Grantee to Grantor, the receipt of which is acknowledged, Grantor hereby grants, conveys and warrants to Grantee a conservation easement in perpetuity over the Protected Property, consisting of certain rights in the Protected Property, as defined in this Easement, subject only to the restrictions contained in this Easement.

B. This conveyance is a conveyance of an interest in real property under the provisions of RCW 64.04.130.

C. Grantor expressly intends that this Easement run with the land and that this Easement shall be binding upon Grantor's personal representatives, heirs, successors, and assigns.

III. PURPOSE

The purpose of this Easement is to assure that the Riparian Habitat Conservation Zone will be retained predominantly in its natural condition, and to prevent any use of, or activity on, the Riparian Habitat Conservation Zone that will impair or interfere with the Conservation Values of the Riparian Habitat Conservation Zone. This Purpose includes the protection of riparian habitat as defined in Recital 1.C. of this Easement. Grantor intends that this Easement will confine the use of, or activity on, the Riparian Habitat Conservation Zone to



such uses and activities that are consistent with this Purpose. This Easement shall not be construed as affording to the general public physical access to the Property.

IV. RIGHTS CONVEYED TO GRANTEE

To accomplish the Purpose of this Easement, the following rights are conveyed to Grantee by this Easement:

A. **Protection.** To preserve and protect in perpetuity and to enhance by mutual agreement with the Grantor the Conservation Values of the Protected Property.

B. **Stewardship Plan.** To further this Purpose, Grantee shall, by mutual agreement with Grantor, develop a plan for stewardship of the Riparian Habitat Conservation Zone which is attached as Exhibit D and incorporated into this Easement by this reference. The Stewardship Plan describes activities to monitor, protect, maintain and restore or enhance the original and natural conditions of the Riparian Habitat Conservation Zone.

C. **Access for Monitoring and Enforcement.**

1. To enter the Protected Property annually, at a mutually agreeable time and upon prior written notice to Grantor, for the purpose of making a general inspection to monitor compliance with this Easement.

2. To enter the Protected Property at such other times as are necessary if Grantee has a reason to believe that a violation of the Easement is occurring or has occurred, for the purpose of mitigating or terminating the violation and otherwise enforcing the provisions of this Easement. Such entry shall be upon prior reasonable notice to Grantor, and Grantee shall not in any case unreasonably interfere with Grantor's use and quiet enjoyment of the Protected Property.

D. **Injunction and Restoration.** To enjoin any use of, or activity on, the Protected Property that is inconsistent with the Purpose of this Easement, including trespasses by members of the public, and to require or undertake 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 Easement, all in accordance with Section X.

E. **Enforcement.** To enforce the terms of this Easement, consistent with Section X.

F. **Assignment of Rights to State.** Grantor hereby acknowledges its authorization and approval of the assignment of certain rights in this Easement to the State of Washington through the Interagency Committee for Outdoor Recreation, which rights shall be co-held by Grantee and the State of Washington through the Interagency Committee for Outdoor Recreation. This Assignment of Rights shall be substantially in the form attached to this Easement as Exhibit E.

G. Assignment. To assign, convey or otherwise transfer Grantee's interest in the Protected Property in accordance with Section XV.

V. PROHIBITED USES AND ACTIVITIES

Any use of, or activity on the Protected Property inconsistent with the purposes 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 the foregoing, the following uses of, or activities, though not an exhaustive list, are inconsistent with the purposes of this easement and shall be prohibited, except as expressly provided in Section VI. below, or as described in the Stewardship Plan (Exhibit D), or as deemed necessary by Grantee to preserve or protect the Conservation Values of the Protected Property:

A. Construction. The placement or construction of any buildings, structures, or other improvements of any kind, (including, without limitation, residential structures, docks, fences, roads, and utilities), except as permitted in Sections VI. below.

B. Alteration of Land. The alteration of the surface of the land, including, without limitation, the excavation or removal of soil, sand, gravel, rock, peat, or sod, except for the study of any incidental archeological findings, or as is necessary for uses permitted in Sections VI. below.

C. Erosion or Water Pollution. Any use or activity that causes or is likely to cause significant soil degradation or erosion or significant pollution of any surface or subsurface waters.

D. Alteration of Wetlands or Water Courses. The alteration or manipulation of wetlands or watercourses, including draining, filling, dredging, ditching, or diking, water impoundments or surface or sub-surface water withdrawal, except as necessary to protect public health or safety or property on the Protected Property or adjacent property, or as permitted in Sections VI. below.

E. Removal of Trees and Other Vegetation. The pruning, topping, cutting down, burning or other destruction or removal of live and dead trees and other vegetation, except for educational or research activities consistent with the purpose of the Easement, or as permitted in Sections VI. below, or to remove plants that are listed as noxious plants by the State of Washington Department of Agriculture. This prohibition includes harvesting or cutting trees for lumber, firewood or Christmas trees, as well as cutting or digging of trees, shrubs or herbs for commercial sale.



- F. Crop Cultivation.** The cultivation of any crops including timber products, nursery stock, fruit and vegetables, row crops, and livestock feed.
- G. Waste Disposal.** The disposal or storage of rubbish, garbage, debris, hydrocarbons, pesticides, animal or human waste, abandoned vehicles or equipment or parts thereof or other unsightly, offensive, or hazardous waste or material except as a part of an existing on-site domestic waste disposal system.
- H. Application of Agricultural Chemicals.** The application of agricultural chemicals including fertilizers, animal wastes and pesticides, except as deemed necessary by Grantor and Grantee to preserve, protect, or enhance the Conservation Values of the Protected Property.
- I. Construction of Additional Roads and Trails.** The construction of roads, trails or paths for any use, except as permitted in Sections VI. below.
- J. Signs.** The placement of commercial signs, billboards, or other advertising material, except as permitted in Section VI. below.
- K. Mining.** The exploration for, or development and extraction of minerals and hydrocarbons on or below the surface, including sand and gravel extraction.
- L. Wildlife Disruption.** The intentional disruption of wildlife breeding and nesting activities.
- M. Domestic Animals.** The keeping of domestic animals, including grazing livestock.
- N. Introduced Vegetation.** The introduction of nonnative invasive plant species.
- O. Motorized Watercraft, Off-Road Vehicles and Excessive Noise.** The operation of motorboats, jet-skis, motorcycles, dune buggies, snow mobiles, or other type of motorized watercraft or off-road motorized recreational vehicles or the operation of other sources of excessive noise pollution except for equipment normally used for proper maintenance and associated with activities permitted in Section VI.

VI. PERMITTED USES AND ACTIVITIES

Grantor reserves for itself and its heirs, successors, and assigns, any use of, or activity on, the Protected Property, which is not inconsistent with the purposes of the Easement and which is not prohibited herein. Without limiting the generality of the foregoing, Grantor specifically reserves for itself and its heirs, successors, and assigns, the following uses and activities, but is not obligated to undertake any of these:



A. **Planting of Vegetation.** The planting of native species of trees and shrubs for the purposes of protecting, restoring or enhancing the conservation values of the Protected Property.

B. **Hazardous Tree Removal.** The trimming or removal of trees or other vegetation that pose a threat to property, public health and safety of neighbors, the general public or users of the Protected Property. A certified arborist shall arbitrate any disagreement regarding the identification of hazardous or diseased trees.

C. **Forest Management.** Forest management practices designed to enhance or restore native wildlife habitat including thinning or topping of existing trees, provided that any cut trees are not removed from the Protected Property. Such activities shall be carried out in compliance with federal, state and local regulations, and shall be mutually agreed upon by Grantor and grantee. Prior to such forest management activities, Grantor shall submit to Grantee, for review and approval, an updated Stewardship Plan or Forest Management plan that describes the habitat enhancement objectives of the plan and the specific practices proposed.

D. **Erosion Control and Surface Water Management.** Installation of erosion control measures, surface water retention facilities, and other structures, intended to protect the conservation values of the Protected Property, provided that effective placement outside the riparian buffer area is not possible, and provided that any such installation shall be subject to the prior written approval of the Grantee.

E. **Recreational.** To conduct low impact recreational activities (such as hiking or bird watching) on the Protected Property provided that such activities are conducted in a manner and intensity that does not adversely impact plant and wildlife habitat and trails on the Protected Property. No motorized recreational vehicles or other activities that could disrupt the wildlife or destroy essential habitat are allowed.

F. **Trails.** To maintain, renovate, expand, or replace existing trails or to construct new trails on the Protected Property, provided that such trails shall not exceed three feet in width. The design, location and construction materials of any new construction or renovation, expansion, or replacement of trails shall be subject to the prior written approval of the Grantee and construction and maintenance of the trails may not adversely impact the Conservation Values of the Protected Property.

G. **Fences.** To construct, repair or replace a fence to preserve or protect the Conservation Values of the Protected Property. Fences shall allow the safe passage of wildlife.

H. **Access Driveways.** To maintain, repair and replace the existing access driveways and existing paths, provided, that any such replacement shall be subject to the prior written approval of the Grantee.



I. Signage. To place signs on the Protected Property to advertise for sale or rent or to declare that a Conservation Easement has been placed on the property or to post notice of a wildlife area or to state the conditions of access to the Protected Property such as no hunting or trespassing, provided that such signs are built and located to protect and preserve the Conservation Values of the Protected Property.

J. Noncommercial hunting and fishing. Noncommercial hunting and fishing by Grantor and assigns. Such activities shall be carried out in compliance with federal, state and local regulations.

K. Emergencies. 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.

VII. STEWARDSHIP

Grantor agrees to protect the Riparian Habitat Conservation Zone on the protected property as shown in Exhibit B. No activities which would damage the Conservation Values of the Riparian Habitat Conservation Zone shall be permitted. Grantor further agrees to manage the Riparian Habitat Conservation Zone consistent with the goals in Stewardship Plan as described in Section IV.B. and Exhibit C.

VIII. NOTICE

A. Notice.

1. **Grantor.** The following permitted uses and activities require Grantor to notify Grantee in writing prior to undertaking the use or activity:

- a) forest management activities (Section V.C.);
- b) installation of erosion control measures and surface water retention facilities (Section VI.D.);
- c) construction, renovation or replacement of trails (Section VI.F.);
- d) replacement of access driveways (Section VI.H.)

The purpose of requiring Grantor to notify Grantee prior to undertaking these 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 of this Easement. Whenever such notice is required, Grantor shall notify Grantee in writing not less than thirty (30) days prior to the date Grantor intends to undertake the use or activity in question. Grantor may notify Grantee at the time of permit application, for concurrent



review, or may provide notice and initiate review prior to permit application, at the Grantor's discretion. 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 of this Easement. If Grantee does not provide written objections within thirty (30) days after receipt of Grantor's notice, Grantee shall be deemed to have approved of the proposed activity for purposes of this easement only.

B. Optional Consultation. If Grantor is unsure whether a proposed use or activity is prohibited by this 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 of this Easement and to provide comments thereon to Grantor for the purposes of this easement only.

C. 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 certified mail, postage prepaid, addressed as follows:

To Grantee: Skagit County Farmland Legacy Program
c/o Skagit County Commissioners
County Administration Building
700 South Second St. Room 202
Mount Vernon. WA 98273

To Grantor: 4580 Blank Road
Sedro Woolley, WA 982884

or to such other address as either party designates by written notice to the other.

IX. DISPUTE RESOLUTION

A. Preventive Discussions. Grantor and Grantee will promptly give the other notice of problems or concerns arising in connection with the parties' 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 15 days after receipt of a written request for a meeting, to minimize the same.

B. Optional Alternative Dispute Resolution. If a dispute is not resolved through preventive discussions under subsection A, Grantor and Grantee may by mutual agreement submit the matter to mediation or arbitration upon such rules of mediation or arbitration as Grantor and Grantee may agree.



X. GRANTEE'S REMEDIES

A. Notice of Violation, Corrective Action. If Grantee determines that Grantor is in violation of the terms of this Easement or that a violation is threatened, Grantee shall give written notice to Grantor of such violation and Grantor agrees to cooperate with Grantee in any corrective action sufficient to cure the violation and, where the violation involves injury to the Protected Property resulting from any use or activity inconsistent with the Purpose of this Easement, to restore the portion of the Protected Property so injured to its prior condition in accordance with a plan approved by Grantee.

B. Grantor's Failure to Respond. Grantee may bring an action as provided in subsection C if Grantor:

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

C. Grantee's Action.

1. **Injunctive Relief.** Grantee may bring an action at law or in equity in a court having jurisdiction to enforce the terms of this Easement:
 - a. To enjoin the violation, ex parte as necessary, by temporary or permanent injunction; and
 - b. To require the restoration of the Protected Property to the condition that existed prior to any such injury.
2. **Damages.** Grantee shall be entitled to recover damages for violation of the terms of this Easement or injury to any Conservation Values protected by this 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 damages recovered to the cost of undertaking corrective or restoration action on the Protected Property.

D. Emergency Enforcement. If Grantee, in its 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 or without waiting for the period provided for cure to expire.

E. 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 Easement. Grantor agrees that Grantee's remedies at law for any violation of the terms of this Easement are inadequate and that Grantee shall be 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 Easement, without the necessity of providing either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this section shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

F. Costs of Enforcement. In the event Grantee must enforce the terms of this Easement, the costs of restoration necessitated by acts or omissions of Grantor, its agents, employees, contractors, invitees or licensees in violation of the terms of this Easement and Grantee's reasonable enforcement expenses, including attorneys' and consultants' fees, shall be borne by Grantor or those of its personal representatives, heirs, successors, or assigns, against whom a judgment is entered. In the event that Grantee secures redress for such Easement violation without initiating or completing a judicial proceeding, the costs of such restoration and Grantee's reasonable expenses shall be borne by Grantor and those of its personal representatives, heirs, successors, or assigns who are otherwise determined to be responsible for the unauthorized use or activity. In the event of litigation or other judicial proceeding, the prevailing party shall be entitled to costs and reasonable attorney fees.

G. Grantee's Discretion. Grantee acknowledges its commitment to protect the Purpose of the Easement. Enforcement of the terms of the 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 terms of this Easement by Grantor, its agents, employees, contractors, family members, invitees or licensees shall not be deemed or construed to be a waiver by Grantee of such term or any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver of such term or any of Grantee's rights under this Easement. No grant by Grantor in its governmental or regulatory capacity of any building permit, grading permit, land use approval or other development approval shall be deemed or construed to be a waiver of any term or any of Grantee's rights under this Easement.

H. Waiver of Certain Defenses. Grantor acknowledges that it has carefully reviewed this Easement and has consulted with and been advised by counsel of its terms and requirements. In full knowledge of the provisions of this Easement, Grantor hereby waives any claim or defense it may have against Grantee or its successors or assigns under or pertaining to this Easement based upon waiver, laches, estoppel, or prescription.



I. Acts Beyond Grantor's Control. Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor to abate, correct, or restore any condition on the Protected Property or to recover damages 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, or earth movement, or from acts of 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 resulting from such causes. In the event the terms of this Easement are violated by acts of trespassers that Grantors could not reasonably have anticipated or prevented, Grantor agrees, at Grantee's option, to join in any suit, to assign its right of action to Grantee, or to appoint Grantee its attorney in fact, for the purpose of pursuing enforcement action against the responsible parties.

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

XI. ACCESS BY PUBLIC NOT REQUIRED

This Easement does not provide and shall not be construed as providing, the general public access to any portion of the Protected Property.

XII. COSTS, LIABILITIES AND INSURANCE, TAXES, ENVIRONMENTAL COMPLIANCE, AND INDEMNIFICATION

A. Costs, Legal Requirements, Liabilities and Insurance. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Protected Property, including the maintenance of adequate liability insurance coverage. Grantor remains solely responsible for obtaining any applicable governmental permits and approval for any construction or other activity or use permitted by this Easement, and all such construction or other activity or use shall be undertaken in accordance with all applicable federal, state, and local laws, regulations, and requirements. Grantor shall 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.

B. Taxes. Grantor shall pay all taxes levied against the Protected Property by government authority as they become due, 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, and the obligation created by such payment shall bear interest until paid by Grantor at the maximum rate allowed by law.

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

1. 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;
2. There has been no release, dumping, burying, abandonment or migration from off-site on the Protected Property of any substances, materials, or wastes that are hazardous, toxic, dangerous, or harmful or are designated as, or contain components that are, or are designated as, hazardous, toxic, dangerous, or harmful and/or that are subject to regulation as hazardous, toxic, dangerous, or harmful in violation of any federal, state or local law, regulation, statute, or ordinance;
3. 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 70.105D.010 et seq.) ("MTCA") sites; and
4. 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. No civil or criminal proceedings have been instigated or are pending against Grantor or its predecessors by government agencies or third parties arising out of alleged violations of environmental laws, and Grantor has not received any notices of violation, penalties, claims, demand letters, or other notifications relating to a breach of environmental laws.

D. Remediation. If, at any time, there occurs, or has occurred, a release in, on, or about the Protected Property of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic or dangerous to the air, water or soil, or in any way harmful or threatening to human health or environment, Grantor agrees to take all steps necessary to assure its containment and remediation, including any cleanup that may be required, unless the release was caused by Grantee, in which case Grantee should be responsible for remediation.

E. Control. Nothing in this Easement shall be construed as giving rise, in the absence of a judicial decree, to any right or ability in Grantee to exercise physical or managerial control



over the day-to-day operations of the Protected Property, or any of Grantor's activities on the Protected Property, or otherwise to become an 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 MTCA.

F. 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, resulting from the negligence of Grantor, its employees and invitees, including, without limitation, reasonable attorney's fees, arising from or in any way connected with:

1. 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; provided, however, in the event that any of the indemnified parties are negligent, then Grantor's liability for indemnity shall not apply to the extent of the indemnified parties' negligence; and
2. The obligations, covenants, representations and warranties in subsections A, B, C, and D of this section.

G. Grantee hereby agrees to release and hold harmless, indemnify, and defend Grantor and its 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, resulting from the negligence of Grantee, its employees, agents, contractors and invitees, including, without limitation, reasonable attorney's fees, arising from or in any way connected with:

1. 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; provided, however, in the event that any of the indemnified parties are negligent, then Grantee's liability for indemnity shall not apply to the extent of the indemnified parties' negligence.

XIII. EXTINGUISHMENT, CONDEMNATION AND SUBSEQUENT TRANSFER

A. Extinguishment. If circumstances arise in the future that render the Purpose of this Easement impossible to accomplish, this Easement can only be extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction and only upon a finding and declaration to that effect. The amount of the proceeds to which Grantee shall be entitled, after the satisfaction of prior claims, from any sale, exchange, or involuntary conversion of all or any portion of the Protected Property subsequent to such termination or



extinguishment, shall be determined in accordance with Section XIII.B, Valuation, of this Easement.

B. Valuation. In the event of an extinguishment pursuant to Subsection A, the amount to be paid by the Grantor to the Grantee shall be determined by subtracting the value of the Protected Property subject to this Easement from the fair market value of the unrestricted Protected Property at the time of termination or extinguishment.

C. 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 Easement, in whole or in part, Grantor and Grantee shall act jointly 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. All expenses reasonably incurred by Grantor and Grantee in connection with the taking or in lieu purchase shall be paid out of the amount recovered. Grantor and Grantee agree that Grantee's share of the balance of the amount recovered shall be determined by the method described in Subsection B, with the remainder due to the Grantor.

D. Application of Proceeds. Grantee shall return any proceeds received under the circumstances described in this Section XIII. to Skagit County's Conservation Futures Fund (or successor fund) for use in purchasing conservation easements or development rights on other eligible sites under the program (or successor program.)

E. Subsequent Transfers. Grantor agrees to:

1. Incorporate the terms of this Easement by reference in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Protected Property, including, without limitation, a leasehold interest;
2. Describe this Easement in and append it to any executory contract for the transfer of any interest in the Protected Property;
3. 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 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 itself of any interest in all or a portion of the Protected Property; and
4. Give written notice to Grantee of the transfer of any interest in all or a portion of the Protected Property no later than forty-five (45) 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.



The failure of Grantor to perform any act required by this subsection shall not impair the validity of this Easement or limit its enforceability in any way.

XIV. AMENDMENT

If circumstances arise under which an amendment to or modification of this Easement would be appropriate, Grantor and Grantee are free to jointly amend this Easement; provided that no amendment shall be allowed that will diminish the effectiveness of this Easement in carrying out the Purpose of the Easement in any way and that only those amendments which strengthen the effectiveness of the Easement in carrying out the Purpose of the Easement shall be permitted. Any such amendment shall not affect the perpetual duration of the Easement and shall be recorded in the official records of Skagit County, Washington, and any other jurisdiction in which such recording is required.

XV. ASSIGNMENT

This Easement is transferable by mutual agreement of Grantor and Grantee, and Grantee may assign its rights and obligations under this Easement only to an agency or organization that is a qualified organization at the time of transfer under section 170(h) of the Internal Revenue Code of 1986, as amended (or any successor provision then applicable), and the applicable regulations promulgated thereunder, and authorized to acquire and hold conservation easements under RCW 64.04.130 or RCW 84.34.250 (or any successor provision(s) then applicable). As a condition of such transfer, Grantee shall require that the transferee exercise its rights under the assignment consistent with the Purpose of this Easement.

Grantor hereby acknowledges its authorization and approval of the assignment of certain rights in this Easement to the State of Washington through the Interagency Committee for Outdoor Recreation, which rights shall be co-held by the grantee and the State of Washington through the Interagency Committee for Outdoor Recreation. This Assignment of Rights shall be substantially in the form attached to this Easement as Exhibit E.

XVI. RECORDING

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 Easement.

XVII. GENERAL PROVISIONS

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

B. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the Purpose of this Easement and the policy and purpose of RCW 64.04.130 and Chapter 84.34 RCW. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the Purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

C. Severability. If any provision of this Easement, or its application to any person or circumstance, is found to be invalid, the remainder of the provisions 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.

D. 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 Easement. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment that complies with Section XIV.

E. No Forfeiture. Nothing contained in this Easement will result in a forfeiture or reversion of Grantor's title in any respect.

F. "Grantor" - "Grantee". The terms "Grantor" and "Grantee," wherever used in this Easement, and any pronouns used in their place, shall be held to mean and include, respectively the above-named Grantor, and its personal representatives, heirs, successors, and assigns, and the above-named Grantee, its personal representatives, successors and assigns.

G. Successors and Assigns. The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties to this Easement and their respective personal representatives, heirs, successors, and assigns, and shall continue as a servitude running in perpetuity with the Protected Property.

H. 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 Protected Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

I. Joint and Several. The obligations imposed by this Easement upon Grantor shall be joint and several.

J. Counterparts. The parties may execute this instrument in two or more counterparts, which shall be signed by both parties. Each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.



XVIII. SCHEDULE OF EXHIBITS

- A. Legal Description of Property Subject to Easement.**
- B. Site Map(s).**
- C. Baseline Documentation**
- D. Stewardship Plan**
- E. Assignment of Rights**



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

28 IN WITNESS WHEREOF, the undersigned Grantor has executed this instrument this
day of June, 2001.

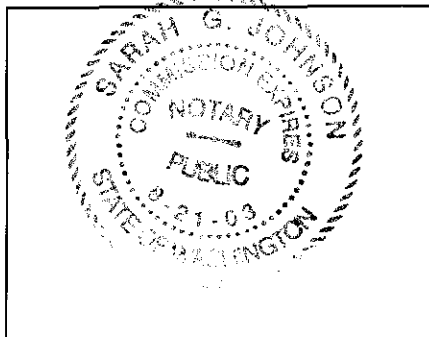
Joyce I. Grimbly
Joyce I. Grimbly

STATE OF WASHINGTON)

COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that Joyce I. Grimbly is
the person who appeared before me, and said person acknowledged that he/she signed this instrument, on
oath stated that he/she was authorized to execute the instrument and acknowledged it as the
her of to be the free and
voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 6/28/01



(Use this space for notarial stamp/seal)

Notary Public

Print Name

My commission expires

Sarah G. Johnson
SARAH G. JOHNSON
9/21/03



The BOARD OF COUNTY COMMISSIONERS do hereby accept the above Grant Deed of Conservation Easement.

Dated: 6-4-2001
WASHINGTON

GRANTEE - SKAGIT COUNTY,

Ted W. Anderson
Ted W. Anderson, Chairman

Kenneth A. Dahlstedt
Kenneth A. Dahlstedt, Commissioner

Don Munks
Don Munks, Commissioner

Approved as to Form

John R. Moffat
John R. Moffat
Chief Civil Deputy

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that Ted Anderson, Ken Dahlstedt and Don Munks are the persons who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ of _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 6-4-2001



(Use this space for notarial stamp/seal)

Judy Zarala
Notary Public
Print Name Judy Zarala
My commission expires 10-4-01



EXHIBIT A**Legal Description**

The Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 25, Township 36 North, Range 4 East,
Willamette Meridian.

Situate in the County of Skagit, State of Washington.

A-1



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EXHIBIT B

Site Map(s)



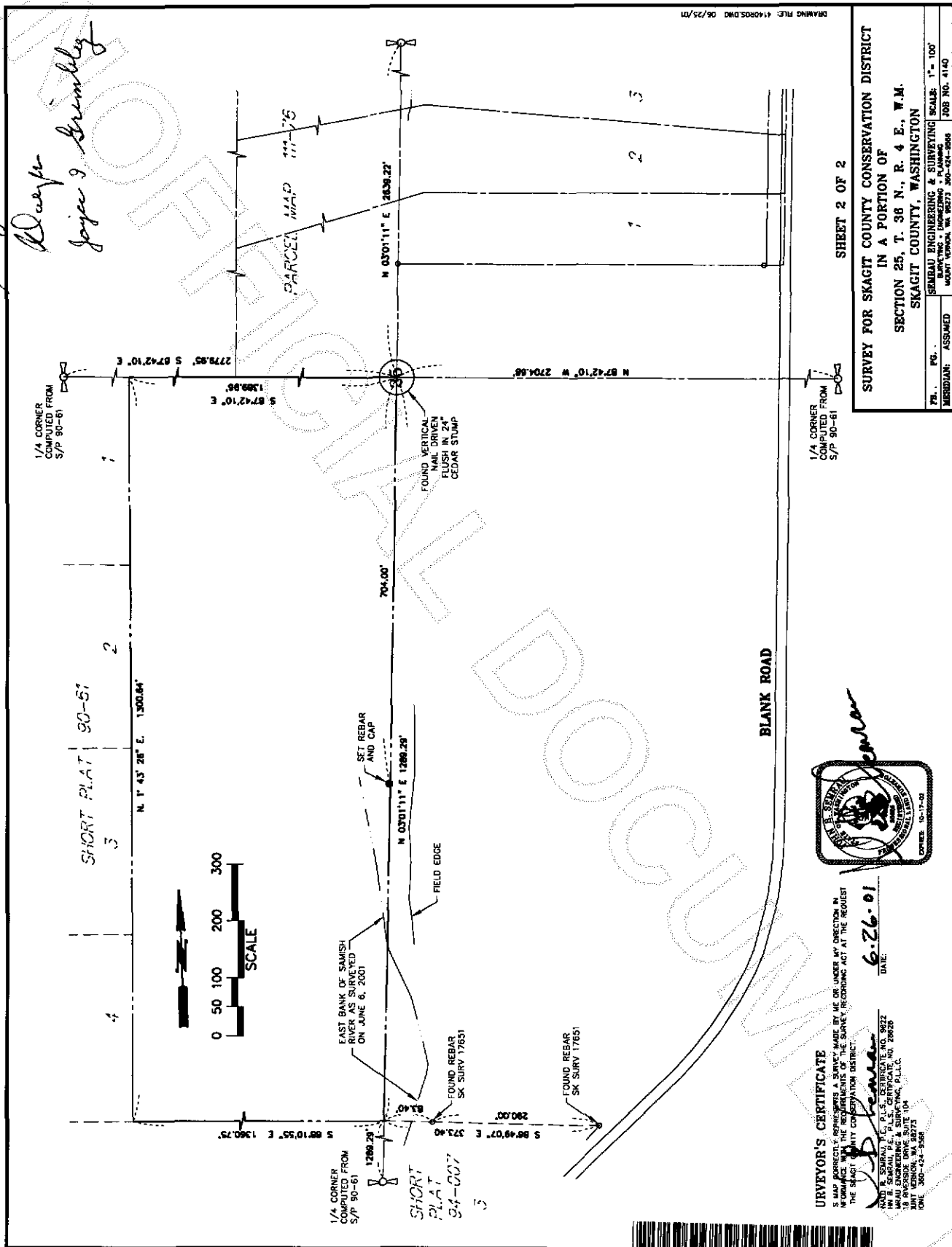
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B-1

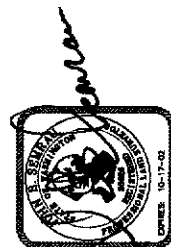
Elizabeth H. Norton
Wayne
page 9 summary



SHEET 2 OF 2

SURVEY FOR SKAGIT COUNTY CONSERVATION DISTRICT
 IN A PORTION OF
 SECTION 25, T. 38 N., R. 4 E., W.M.
 SKAGIT COUNTY, WASHINGTON

DATE: 06-26-01
 DRAWING NO. 4140
 JOB NO. 4140



URVEYOR'S CERTIFICATE
 I, Elizabeth H. Norton, do hereby certify that the above is a true and correct copy of the original survey as shown to me by the owner of the land surveyed, and that the same was made by me or under my direction in accordance with the laws of the State of Washington, and that I am a duly licensed surveyor in the State of Washington.

DATE: 6-26-01

NAME: Elizabeth H. Norton, License No. 17-02
 ADDRESS: 18 Riverside Drive, Suite 104
 Bellingham, WA 98225
 PHONE: 360-424-2488



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 , Skagit County Auditor

EXHIBIT C
Baseline Documentation

C-1



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Table of Contents

Section 1

Cooperative Agreement
Project Vicinity Map
RHP Buffer Map
Soil Unit Map

Section 2

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Section 3

Environmental Evaluation
Hazard document

Section 4

Operation and Maintenance
Record of Decisions

Section 5

Miscellaneous



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1 Introduction

A. Location

This stewardship conservation plan (plan) is developed for the Grimbly Family who owns and operates the set forth section of property. The property is located in Section 25, Township 36N. Range 4E. in Skagit County, Washington. The Riparian Habitat Program property will consists of approximately 40 acres, and is located within the boundaries of the Skagit Conservation District.

B. General property description

Area A. (approx. 37.7 acres)

This area incorporates the West portion of the property eligible for the Riparian Habitat Program. The project area has had little modification over the past 30 years and is well vegetated with native shrubs and trees. These consist of mainly red alder, salmon berry and willows. Prior to 30 years, tree clearing and livestock grazing efforts were attempted but soon abandoned due to the wet conditions and loss of a bridge to cross the Samish River. Effects of past agricultural usage are minimal and scare to see.

Area B. (approx. 3.3 acres)

Area B makes up the portion of the easement to the East of the Samish River. The property encompasses an old pasture used for livestock grazing. Over the years it has become overgrown with black berries and other small trees mainly red alder and elderberry. An established riparian area of approximately 30 feet is well vegetated and function to protect and add stability to the river corridor.

C. Purpose of conservation easement

This plan is developed to: (1) provide information about the current condition of the property and its conservation values; (2) implement the Riparian Habitat Program (3) give initial recommendations for restoration and/or manangement in order to meet the



stated conservation objectives.

D. Critical Elements

- a. Retention and restoration of forested areas that are critical wildlife habitat and contribute to overall watershed health.
- b. Retention of large land blocks to prevent further fragmentation and degradation of riparian and instream habitats for sensitive species such as endangered birds fish and mammals.
- c. Protection and restoration of natural forest stands in hydrologic convergence zones. Protects sensitive water storage and sub-surface flow areas.
- d. Provide recreation access for riding and walking.

II Natural Resources Inventory

A. Geology, Soils & Topography

34 - Cokedale Silt Loam, 0 to 3 percent slopes.

This very deep, somewhat poorly drained soil is on flood plains. It formed in alluvium derived dominantly from phyllite. Slope is 0 to 3 percent. The vegetation in areas not cultivated is mainly mixed hardwoods and conifers.

Typically, the surface layer is dark gray silt loam 4 inches thick. The upper 23 inches of the underlying material is gray and very dark gray silt loam, the next 18 inches is dark olive gray sand, and the lower part to a depth of 60 inches or more is black, stratified very channery loamy sand with thin strata of loamy sand. Depth to sand or loamy sand ranges from 16 to 35 inches. In some areas the surface layer is loam, sandy loam, or gravelly silt loam.

Included in this unit are small areas of Wickersham soils on alluvial fans. Bareneston and Skipopa soils on terraces, and Larush soils on low terraces.

Permeability of the Cokedale soil is moderate to a depth of 16 to 35 inches and very rapid below this depth. Available water capacity is moderately high. Effective rooting depth is limited by a seasonal high water table that is at a depth of 6 to 24 inches from December to April. Runoff is slow, and the hazard of water erosion is slight. This soil is



subject to occasional, brief periods of flooding in December through March.

114 - Samish silt loam

This very deep, somewhat poorly drained soil is on stream terraces. Drainage has been partially altered by use of tile or open ditches. Typically, the surface layer is dark gray silt loam 8 inches thick. The upper 15 inches of the underlying material is gray silt loam, and the lower part to a depth of 60 inches or more is dark gray and greenish gray, stratified very fine sandy loam and silt loam.

Included in this unit are some soils that have a sandy underlying material, soils that are silt throughout, and soils that are not artificially drained. Also included are small areas of Mukilteo Variant muck in depression areas and Wickersham soils on alluvial fans.

Permeability of this Samish soil is moderately slow. Available water capacity is high. Effective rooting depth is limited by seasonal high water that is at a depth of 12 to 18 inches from November to May.

B. Climate

Slope is 0 to 3 percent. Elevation is 200 feet. The average annual precipitation is about 35 inches, the average annual air temperature is about 52 degrees F, and the average frost free season is 160 to 210 days

C. Water Resources

Water Quality

Water quality in the watershed is listed as Class AA. Class AA water quality is considered; able to support and sustain anadromous fish. Water quality throughout the area is generally good to excellent. There are several wetlands and springs associated with the property that contribute to the Samish River. Wildlife and fish heavily use these areas.

Surface Hydrology

The main Samish River at the project sight flows generally south, to southwest, just past



the Prairie Road. The 2,000 feet of river frontage has moderate gradient with good pool and riffle conditions. Many sloughs have formed by overflow riffles mostly on the east side.

D. Vegetation & Riparian Ecology

Habitat Types & Existing Vegetation

The riparian area along the Samish River is comprised of an association of second growth hardwood plant species. The shrub layer is moderately dense with well established areas. The dominant shrub is salmonberry with other shrubs being present in less abundance.

Forest Health

There are no significant forest health problems on the property. The existing problems are related to wind damage and flooding. The forest management emphasis will be to encourage natural regeneration of coniferous trees. General forest health is rated good with opportunities for enhancement.

No sensitive plant species were found in this area.

Tree stands in this area harbor a great variety of birds. Some of these species are: small birds, and red tailed hawk. These forest regimes have an important role among the forest plant associations, providing habitat for many wildlife species.

Invasive & Noxious Weeds

Most weedy plant species have been controlled and have not overtaken the riparian area. Long-term methods of control will be necessary to keep weeds in check. These may include both intensive mechanical and manual efforts.

E. Fish and Wildlife

The surrounding agriculture lands in your area are an important food and habitat source for many species of birds, animals and reptiles. Openland and wildlife habitat consisting of areas of deciduous plants, coniferous plants, or both, and associated grasses, legumes, and wild herbaceous plants are present in your area. Wildlife attracted to these areas includes ruffed grouse, thrushes, woodpeckers, squirrels, raccoons, and



black-tailed deer.

Two species that have been sighted, or might be expected to utilize the riparian areas and are on the Federally or State Listed Species are: the bald eagle and heron. Both species use the area for feeding and pass through and will not be affected by the program. Extreme care should be taken to avoid disturbance of their natural environment. Fish that inhabit Samish River include but are not limited to: cutthroat, steelhead and Coho

(See Environmental Evaluation Worksheet)

111. Historic Land Use

A. Past Land Use

During the past 100 years, there have been many land use activities that have affected the natural condition of the property. Most important of these are drainage, timber harvest, and cropping. Examples of these effects include, but are not limited to changes in plant composition, decreased tree density, loss of old growth habitat, colonization by alien plant species and increased sediment loads into drainage systems. Currently there is no public use of the property.

B. Man-made structures

There are no known historic or archeological sites in the State office historic preservation inventory for your property.

C. Present land use

The present use of the land is closed wooded canopy. There are no man made structures on the place that will effects the program objectives.

IV Proposed Guidelines and Recommended Techniques for Replanting

This section includes site preparation and treatment to encourage natural seeding of desirable species. By following proper techniques to prepare the land, you will be able to: establish a riparian buffer, conserve soil and water, and improve general watershed



health. The establishment of desirable, adaptive trees for long term benefits will help to control unnecessary understory vegetation. It will also reduce competition for available nutrients, moisture and the hazard of rodent damage to newly established tree and shrub plantings. Please refer to Record of Decisions and Planting Design for detailed specification and design.

Site Preparation

Planting plots will be established in areas void of native vegetation or where livestock have had significant impacts on native plants in area B. The buffer establishment will require site preparation and vegetation control over the next five years. This will be obtained by mowing tall grass and weeds in March/April. Three by Three foot squares will be worked up and made free of roots. These plantings spots will be established in areas where there are openings in the canopy. Area A is well established in native vegetation and will require no further efforts to restore.

Planting Recommendations

All trees will be in a 3'x3' spacing between plants and maintained openings of 8' between groups. Planted stock may require protection from deer, elk, or mice by the use of bud caps or other mechanical devices.

Herbicide application

If herbicide is to be used, plants should be clipped back to 4-6" above the ground in late summer/early fall. When the plants are still growing but just beginning to go dormant and sprayed with herbicide. Fall treatment is preferred because spring treatment delays new plant installation. However, if fall treatment is not possible, treat as early as possible in the spring to allow for planting before summer. Follow up maintenance for up to five years after planting should consist of ongoing manual removal of blackberry sprouts during the growing season to avoid the continued use of herbicide. New plantings should be installed no sooner than one month after herbicide use. Herbicide application must be pursuant to the label if used.

Maintenance

Competing vegetation control will require attention for at least 5 years. Follow-up maintenance fro 3-5 years after planting should consist of cutting back the grass around



plant at least once during the growing season, but more frequently as needed to keep grass height below 18" in height. Two maintenance visits in the first year are recommended

Livestock Exclusion

The Riparian Habitat Program does not allow any grazing of livestock on lands enrolled in the program.



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**UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE
MOUNT VERNON, WASHINGTON**

OPERATION AND MAINTENANCE PLAN

TREE/SHRUB ESTABLISHMENT, FENCING, RIPARIAN FOREST BUFFER

Properly maintaining your woody vegetation planting is important to its long-term success. These practices will require you to perform periodic operation and maintenance to maintain satisfactory performance. All practices must be maintained for the life of the RHP contract. Here are some recommendations to help you develop a good operation and maintenance program.

GENERAL RECOMMENDATIONS

- . The buffer will be inspected annually and protected from adverse impacts, such as excessive vehicular and pedestrian traffic, pest infestations, pesticide use, fertilizer use, livestock or wildlife damage, and fire. Replacement of dead trees or shrubs and control of undesirable vegetative competition will be continued until the buffer is, or will progress to, a fully functional condition.
- . Inspect the treated area annually to assess need to repair, replace, remove, or adjust physical barriers.
- . Bud caps and sleeves may need annual replacement or adjustment until trees grow beyond the reach of grazing or browsing animals.
- . Nets and net tubing may require physical removal in areas of heavy shade (generally north slopes greater than 20% slope) to prevent girdling.
- . Any areas treated with chemical repellants, biological control agents, or pesticides should be inspected annually to assess the need to reapply or use alternative techniques.
- . Evaluate habitat manipulation measures annually for effectiveness and adjust as necessary to achieve desired results.
- . Inspect shade cards annually until seedling establishment is assured. Assess need to repair, replace, remove, or adjust shade cards.
- . If built, fences will be maintained so as to exclude livestock from the buffer area.
- . Protect seedlings from livestock, vehicular traffic, and other activities that may cause damage.



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RHP PLAN RECORD OF DECISIONS

Client: Grimbly

Assisted by: Dean Hyden, Skagit Conservation District

LAND UNITS			PLANNED		APPLIED		PLANNED CONSERVATION TREATMENT*
TRACT	CMU #	PLANTING AREA	AMOUNT	YEAR	AMOUNT	YEAR	
	1	A B	37.7 3.3	2002 2002			490 – FOREST SITE PREPARATION Land to be planted to woody vegetation shall be prepared by controlling undesirable vegetation and removing slash and debris. This practice will be installed as prescribed in the narrative planting design.
	1	A B	37.7 3.3	2002 2002			612 – TREE/SHRUB ESTABLISHMENT Woody plants will be established for aesthetics, erosion control, improved water quality, and to provide for wildlife and fish habitat as prescribed in the attached planting narrative.
	1	A B	37.7 3.3	2002 2002			314 – BRUSH MANAGEMENT Create the desired plant community by: reducing competition for space, moisture, and sunlight between desired and unwanted plants, manage noxious weeds, restore desired vegetation.
	1	A B	37.7 3.3	2002 2002			612-3 – ANIMAL DAMAGE Erect physical barriers where animals are causing damage to seedling. Physical barriers include: fences, nets, tubes, sleeves, shelters, and budcaps.



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1	A B	37.7 3.3	2002 2002			<p>391A – RIPARIAN FOREST BUFFER</p> <p>Establish an area of trees and shrubs adjacent to water bodies. Create shade to lower water temperatures and improve habitat for aquatic organisms. Provide a source of detritus and large woody debris. Reduce sediment, organic material, nutrients, pesticides in surface runoff. This buffer is dedicated to growing a diverse stand of vegetation. No grazing, logging, or other disruption will be allowed during the contract period. Only the management necessary for the establishment and maintenance of the woody vegetation will be allowed. Noxious weeds and other undesirable plants, insects, and pests shall be controlled. Once the plants have been determined to be fully established by the CD or NRCS, the acreage shall not be disturbed during the primary nesting season from April 1 to August 1. (Refer to Planting Recommendations in the conservation plan and Planting Design for detailed specification and design)</p>
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*All practices will be managed and maintained as outlined in the attached Operation and Maintenance Plan.



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RHP RECORD OF DECISIONS

This project will be maintained for the life of the contract.

The plants will be cared for as necessary and dead plants will be replaced.

Reasonable efforts will be made to control noxious weeds.

Responsibilities

Owner / Operator:

The person who is the official spokesperson for the practice installation. He / She enters into all contractual agreements, insures implementation is in accordance to the requirements as set forth in the plan.

Technician:

The Conservation District representative who has the authority to review the practices and make necessary inspections to insure all work is in compliance with the plan.

Contractor:

The individual who is in agreement with the owner / operator for installation of the practices as set forth in the plan.

Permits:

All permits, rights of ways, and /or easements that are applicable for the operation are the responsibility of the landowner other than that which is in the RHP program.

Safety:

The landowner is responsible for compliance with all state and local laws, ordinances, codes, and regulations other than that, which is in the RHP program.

Cooperator (Producer) _____

The above Conservation Plan meets the requirements of the Riparian Habitat Program

Planned by *Sean L. Dyck*

Date 6/25/01

Agency SCD

Approved by _____

Date _____

Skagit Conservation District Board

Approved by _____

Date _____

IAC Committee



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**ENVIRONMENTAL EVALUATION
WORKSHEET**

(See 190 GM, Part 41.0 including WA subpart A)

Project name / client name: Grimbly
Vernon

NRCS FO Mt.

Type Of proposed work: Establishment of riparian buffer

CMU/Fields: I

NRCS/CD employee name: Dean Hyden

Environmental Evaluation (EE): NRCS begins its National Environmental Policy- Act (NEPA) responsibility by completing this "EE worksheet". An EE will be conducted during all NRCS assisted conservation planning activities. The EE is a brief resource inventory and an evaluation of potential effects of the proposed project or action. The EE outlines the interdisciplinary planning approach and will assist. Early on, with the development of alternatives that will avoid, minimize, or mitigate the effects of adverse impacts. The EE helps the planner to determine if additional inventories, or investigations are needed. If the additional information indicates that the proposed project may have a significant effect on the quality of the human environment, an Environmental Assessment (EA) or an Environmental Impact Statement (EIS) must be prepared.

NEPA requires compliance with other federal, state and local environmental laws, acts, mandates and executive orders. The following is a list of related environmental considerations that typically apply to conservation work in Washington State:

Environmental Considerations Policy/reference	Policy/reference	Environmental Considerations
Prime and unique farmland	310 GM	
Riparian area protection and mgt	190 GM part 41.1	
Endangered Species Act	190 GM Part 410.22	
Protection of wetlands	190 GM part 410.26	
Scenic beauty (landscape resources)	190 GM Part 410.24	
Cultural resources/list. /archaeological sites	420 GM part 401	
Coastal Zone Management Act	310GM	
Water quality	460 GM part 401	
Floodplain management	190 GM part 410.25	
Natural areas	190 GM	
Wild and Scenic Rivers Act	FOTG sec. I	
Channel modification	190 GM parts 410.27	

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Environmental Effects can be beneficial, adverse or may be neutral ("no effect"). The predicted effects are to be noted on the worksheet as:

Beneficial: + **No effect:** 0 **Adverse effect:** -
The predicted effect(s) should be noted during both the "short" and "long term" time periods. Short term refers to the installation period and long term refers to the lifespan of the practice or system and the time necessary to reach the targeted value

ENVIRONMENTAL CONSIDERATIONS	Short term effect (+0 or -)	Long term effects (+0 or -)	Needs further analysis (x)
The proposed action's effect on:			
Prime and unique farmland			
1. Prime: Land that has the best combination of physical chemical characteristics for producing food, feed, forage, fiber and oilseed crops.	0	0	
2. Unique: Farmland, other than prime, that is used for the production of specific high- value food and fiber crops.	0	0	
Threatened and/or endangered species			
The continued existence of federally, state or locally listed plant and animal species.	0	0	
Scenic beauty (landscape resources)			
The preservation, enhancement and link between beauty and utility.	0	0	
Coastal Zone Management Act			
Land and water influenced by each other and in proximity to the shorelines of coastal states. The preservation, protection, enhancement and restoration of the Nation's coastal zone resources. (PL 92-583)	0	0	
Areas that are designated by either federal, state, local or a private landowner where natural conditions are maintained and ordinary physical and biological processes occur with minimal human intervention	0	0	
Wild and Scenic Rivers Act			
Free-flowing rivers or river segments Congressionally designated as outstanding n/a scenic, recreational, geologic, fish and wildlife, historic, archaeological, or other values as part of the National Wild and Scenic Rivers System (PL 90-542).	0	0	
Protection of wetlands			
Wetland types 1 -20 as described in Circular 39 (USDI), 1956,197 1	0	0	
Riparian area protection and management			
Riparian areas are ecosystems that occur along watercourses or water bodies. And are unique based on soil types and vegetation. They are strongly influenced by free and. unbound water in the soil. Typical examples are: floodplains, stream banks and lakeshores.	0	+	
Cultural resource			



The preservation and prevention of degradation to cultural resources, including historical, archaeological sites and traditional cultural places.	0	0	
Water quality			
The improvement, protection, restoration and maintenance of surface and ground water quality for beneficial uses.	0	+	
Floodplain management			
Existing natural and beneficial values in the base floodplain. Base floodplain is usually defined as the 100-year flood" level as shown on HUD flood insurance maps	0	0	
Channel modification			
Streams, wetlands and riparian vegetation as functioning parts of a viable ecosystem upon which fish and wildlife depend	0	0	
Other considerations			

Additional considerations:

1. Have required permits been secured or applied for? Examples: COE 404-permit WDFW hydraulic project approval, DOE water quality modification, DNR forest practice approval, local building permits, tribal permits and shoreline permits.
2. Has consultation been initiated with NMFS or USFWS, if needed?
3. Have other agencies and stakeholders been involved or informed? Examples: FSA, WDFW, DNR, NMFS, USFWS, local tribes, WDOE, county and city.
4. Refer to riparian forest buffer plan. The plan addresses long-term benefits to T. & E. If long-term benefits are not adequate; the plan should not be approved.

This segment address the environmental effects on cultural resources, and threatened species of plants and animals found of the Bjorklund property

Rare plants:

A rare plant was identified in the vicinity of the Bjorklund property (Potamogeton obtusifolius) by the Washington Heritage program. Through onsite field investigation there will be no effect on this plant as long as planting coincides with the planed design.

Threatened animal:

There is record of one Bald Eagle nest site and one perch tree within 400 feet of this project. Consulted with Steve Megri with DNR on December 1999. Steve recommended that no work with noisy machinery take place during the months of November through March.

Cultural Resources:

There is no known cultural resource in the vicinity of this project.

Degree of public interest/potential controversy: ___High___Medium_X_Low

public funds are proposed to benefit long term T.& E. recovery.

This Environmental Evaluation has allowed me to analyze potential effects and impacts on the human environment and has aided me to reach the following conclusion:

_____/_____/____/ This evaluation indicates further analysis is needed. Action: Inform your supervisor and request the appropriate assistance.

Initials Date

☒ This is not a major federal action that will have a significant effect on the quality of the human environment. Action: Proceed with planning process. "Significant" has different meanings and depends on the context and the setting of the proposed action. Federal action includes all NRCS actions not covered under a programmatic EIS or a categorical exclusion. Major infers any direct or cumulative effect that may contribute to an adverse effect to both the human and natural environment.



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This may be a major federal action that will have a significant effect on the quality of the human environment.

Additional



Evaluation may be needed by completing an environmental assessment or environmental impact statement. *Action:*
The decision to prepare an EA or EIS should be made in consultation with your immediate supervisor and the State Environmental Specialist.

Signature

Dean Dyer

Date

6/25/01



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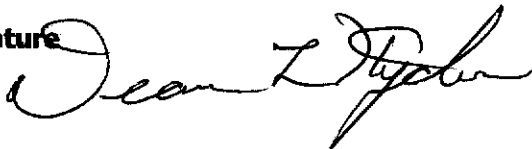
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TOXIC AND HAZARDOUS SUBSTANCES CERTIFICATION

Date 3/25/01

The Skagit Conservation District, as the recipient of funding assistance as specified in IAC project agreement # 97-1272C titled Skagit Conservation District (Grimbly Property), does hereby give assurance that it does not know and has no reason to know that any substances, materials, or wastes that are hazardous, toxic, dangerous, or harmful, the release or threatened release of which has resulted in or contributed to the need for remedial action, were released or disposed of, in or on the property or properties that are included in the above-referenced project agreement. The project sponsor further warrants that it, or the agency or organization that it has contracted with to acquire and hold the conservation easement, has obtained representations and warranties concerning the environmental condition of the property from the seller of the conservation easement and has inspected the property to the scope and extent described.

Signature



Title **Rural Resources Project Coordinator**



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Exhibit E

ASSIGNMENT OF RIGHTS

This ASSIGNMENT OF RIGHTS (this "Assignment") is executed as of the 4th day of June, 2001, by SKAGIT COUNTY ("Assignor"), to and in favor of THE STATE OF WASHINGTON ("State"), through the Interagency Committee for Outdoor Recreation ("IAC").

RECITALS

A. Assignor has entered into a conservation easement ("Conservation Easement") with a certain property owner ("Owner") in the Blank Road portion of the Samish watershed (W.R.I.A. number #3 under WAC 173-500-040) in Skagit County, Washington. The name and address of the Owner and the recording number of the Conservation Easement are set forth in Exhibit 1 attached hereto and incorporated herein. The legal description of the Property subject to the Conservation Easement are set forth in Exhibit 2 attached hereto and incorporated herein.

B. The conservation purpose of the Conservation Easement is described in the Conservation Easement. That purpose is also described in the Project Agreement entered into between the recipient of IAC funds ("Sponsor") and the State through the IAC entitled Samish River Project, Project Number 97-1272C dated April 10, 1998 and the application and supporting materials which are on file with the State in connection with the Project Agreement, which Project Agreement is incorporated herein by this reference. That purpose includes protection, restoration, and enhancement of riparian habitat, as defined in the Conservation Easement.

C. Owner has authorized Assignor to assign to the State certain rights for access to and stewardship of the property covered by the Conservation Easement. Assignment of such rights is a necessary condition to receipt of grant funding under the Project Agreement and the policies of the Riparian Habitat Program (RHP) administered by the IAC under SSB6063, Ch. 235, § 329(6) (1997). Such rights are valuable to the State in connection with ensuring protection of riparian habitat under the terms of the Conservation Easement, and are particularly valuable because Assignor and Owner have agreed that Assignor will retain all responsibility for obligations of the Assignor under the Conservation Easement.

D. These recitals are incorporated herein by this reference.

Now, therefore, Assignor and the State agree as follows:

AGREEMENT

1. **Assignment.** For and in consideration of monies coming in whole or in part from the Habitat Conservation Account of the General Fund of the State of Washington and in fulfillment of terms of the Project Agreement identified herein, Assignor does hereby assign, transfer, set over, convey and deliver to the State individually, and as the representative of all the people of the State, the following rights (collectively referred to as "Rights") under the Conservation Easement the recording number of which is listed in Exhibit 1 attached hereto and incorporated herein by this reference:

a. **Access.** To enter the Riparian Habitat Conservation Zone, as defined in the Conservation Easement, through the Property subject to the Conservation Easement at a reasonable time and upon prior arrangement with Assignor and Owner, in order to monitor and evaluate performance, compliance, and/or quality assurance under the Project Agreement.

b. **Injunction and Restoration.** In the event of the failure of Assignor to undertake such injunction and restoration, to enjoin any use of, or activity in, the Riparian Habitat Conservation Zone which is inconsistent with the terms of the Conservation Easement, including trespass by members of the public, and undertake or cause to be undertaken the restoration of such area.



Habitat Conservation Zone as may be damaged by uses or activities contrary to the provisions of the Conservation Easement.

c. **Enforcement.** In the event of the failure of Assignor to undertake such enforcement, to enforce the terms of the Conservation Easement, and thereby assume the Assignor's remedies under the Conservation Easement.

d. **Amendments.** To review and approve any proposed amendments to the Conservation Easement. Review and approval by IAC's Director will be for compliance with the terms of the Project Agreement.

e. **Termination For Reasons of Impracticability.** To review and approve any proposed agreements to terminate the Conservation Easement, or release a portion of the Riparian Habitat Conservation Zone from the terms of the Conservation Easement, before expiration of the term of the Conservation Easement for the reason that circumstances have rendered the conservation purpose of the Conservation Easement impractical to achieve.

f. **Stewardship Plans.** To review any Stewardship Plans, including riparian habitat restoration and enhancement plans, as defined in the Conservation Easement. Review by IAC's Director will be for compliance with the terms of the Project Agreement.

These Rights shall be held in common with Assignor or Assignor's successors and assigns.

2. **State's Exercise of Rights.** The State hereby represents and warrants that its exercise of rights under this Assignment will be consistent with the conservation purpose defined in the Conservation Easement and the Project Agreement.

3. **Representations and Warranties of Assignor.** Assignor hereby represents and warrants to the State that:

a. Owner, identified in Exhibit 1 attached hereto and incorporated herein, has authorized and approved this Assignment.

b. Assignor shall enforce the terms of the Conservation Easement as provided in the Conservation Easement.

c. Assignor shall comply with, and IAC shall not be responsible for determining compliance with, all applicable federal, state, and local laws, regulations, and policies in its administration of the Conservation Easement or the undertaking of any of its rights under the Conservation Easement.

d. Neither Assignor nor Owner has any claims or causes of action, at law or in equity, with respect to any Conservation Easement as of the date provided above.

4. **Obligations.** It is expressly understood and agreed that, by the acceptance of this Assignment, the State has not assumed, and shall not become obligated to keep, fulfill, observe, perform or discharge, any duty or obligation of Assignor under the Conservation Easement.

5. **Indemnity.** Assignor shall defend, protect and hold harmless the State, IAC, or any employees thereof, from and against any and all costs, claims, fees and expenses arising out of or in any way relating to Assignor's representations and warranties under this Assignment, Assignor's obligations under the Conservation Easement, or the acts by or omissions of Assignor or Owner.

6. **Replacement Property.** The Conservation Easement may be extinguished in whole or in part before expiration of its term (if any) under certain circumstances identified in the Conservation Easement. Assignor may be entitled to compensation in such event. Assignor shall use all such proceeds for acquisition, restoration and/or enhancement of substantially equivalent property or property interests



within the same watershed, and if no feasible opportunity exists in the same watershed, within another watershed; provided, however, that any such project must be identified in an eligible watershed plan or accomplish an objective cited in such a plan. Assignor hereby agrees to consult with, and receive the approval of, the IAC in the selection of any replacement property and to assign to the State the same or substantially equivalent rights for access to and stewardship of the replacement property as provided for in this Assignment.

7. **Restriction on Assignment.** Assignor shall not assign the Conservation Easement, or the performance of any obligations to the State under the Conservation Easement, without the express written consent of the IAC's Director.

8. **Assignment Term.** The term of this Assignment shall be the same as the term of the Conservation Easement, and shall expire upon the expiration date of the Conservation Easement (if any).

9. **Disputes.** Any disputes between Assignor and the State under this Assignment shall be governed by the terms of the Project Agreement.

10. **Governing Law/Venue.** This Assignment shall be governed by the laws of the State of Washington. In the event of a lawsuit between Assignor and the State involving this Assignment, venue shall be proper only in Thurston County. Assignor by executing this Assignment, acknowledges the jurisdiction of the courts of the State of Washington in this matter.

11. **Severability.** If any provision of this Assignment or any provision of any document incorporated by reference herein shall be held invalid, such invalidity shall not affect the other provisions of this Assignment which can be given effect without the invalid provision and to this end the provisions of this Assignment are declared to be severable.

ATTACHMENTS:

Exhibit 1 - Owner and Conservation Easement Recording Number

Exhibit 2- Legal Description of Property Subject to Conservation Easement



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ASSIGNOR

Dated: 6.4.2001

ASSIGNOR - SKAGIT COUNTY

Ted W. Anderson
 Ted W. Anderson, Chairman

Kenneth A. Dahlstedt
 Kenneth A. Dahlstedt, Commissioner

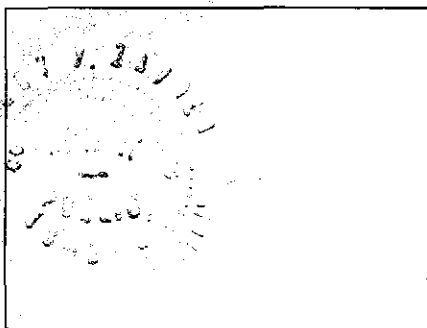
Don Munks
 Don Munks, Commissioner

THIS DOCUMENT HAS PREVIOUSLY BEEN APPROVED AS TO FORM BY THE SKAGIT
 COUNTY PROSECUTING ATTORNEY.

STATE OF WASHINGTON)
) ss.
 COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that Ted Anderson, Kenneth Dahlstedt, Don Munks
 are the persons who appeared before me, and said persons
 acknowledged that they signed this instrument, on oath stated that they were authorized to execute the
 instrument and acknowledged it as the _____ of
 _____ to be the free and voluntary act of such party for the uses
 and purposes mentioned in the instrument.

Dated: 6-4-01



(Use this space for notarial stamp/seal)

Judy Y. Zavala
 Notary Public

Print Name Judy Y. Zavala

My commission expires 10-1-01



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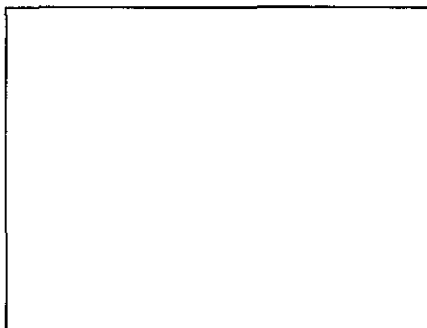
STATE:

THE STATE OF WASHINGTON, through its Interagency Committee for Outdoor Recreation

By _____
Its DirectorSTATE OF WASHINGTON)
) ss:
COUNTY OF _____)

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

Dated: _____



(Use this space for notarial stamp/seal)

 Notary Public
 Print Name _____
 My commission expires _____

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 , Skagit County Auditor

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Exhibit 1

Joyce I. Grimbly, having an address at 4580 Blank Road, Sedro
Woolley, WA 98284

Conservation Easement Recording Number: 200107030072



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Exhibit 2

Legal Description of Protected Property

The Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 25, Township 36 North,
Range 4 East, Willamette Meridian.

Situate in the County of Skagit, State of Washington



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, Skagit County Auditor