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Skagit County Auditor

7/3/2008 Page 1 of 26 1:43PM

After Recording Return To:
Cooperative Conservation Programs
Asset Management and Protection Division
Washington State Department of Natural Resources
1111 Washington Street SE
P. O. Box 47014
Olympia, WA 98504-7014

GUARDIAN NORTHWEST TITLE CO.
88892-3

CONSERVATION EASEMENT

Grantor: Skagit Land Trust
Grantee: Washington State Department of Natural Resources
Legal: Section 30, Township 35, Range 10; Ptn. W 1/2 NE 1/4
Tax Parcel No(s): P45673 & P96025

This Conservation Easement ("Easement") is made as of the 30 day of June, 2008, by and between **Skagit Land Trust** ("Grantor") and the State of Washington, acting by and through the Department of Natural Resources ("State") (collectively "Parties").

NOTICE OF GRANT

Grantor is the owner of certain real property located in Skagit County, Washington, which is legally described in Exhibit A ("Property"). Grantor submitted a grant proposal through State, and State is the recipient of a grant award of financial assistance from the U.S. Fish and Wildlife Service ("USFWS"), funded under the 2006 Cooperative Endangered Species Conservation Fund's Habitat Conservation Plan Land Acquisition grant for the Barr Creek Forest Protection Project, pursuant to Application for Federal Assistance Number E-36-HL-1 and Section 6 of the Endangered Species Act of 1973, as amended, 16 U.S.C. §§ 1531 et seq., between State and USFWS (collectively and severally, the "Grant" (Exhibit B)), for the acquisition of the Property.

Grantor and State have executed a Cooperative Agreement No. CA-08-345, dated June _____, 2008, addressing additional terms to be performed by Grantor and State relating to administration of the Grant.

This Easement is granted to implement the purpose and objectives of the Grant, the terms of which are made a part hereof.

The specific conservation values of the Property are documented in the Grant and in an inventory of relevant features of the Property ("Baseline Documentation"), placed on file at the Department of Natural Resources, which includes reports, maps, photographs, and other documentation that the Parties agree provide, collectively, an accurate representation of the Property as of the date of the Baseline Documentation and which is intended to serve as an objective, though non-exclusive, information baseline for monitoring compliance with the terms of the Easement (collectively "Conservation Values").

GRANT OF EASEMENT

NOW, THEREFORE, in consideration of the subaward by State of the USFWS Grant to Grantor, receipt of which is hereby acknowledged, the Grantor does hereby convey and warrant, pursuant to RCW 64.04.130, to State, subject to encumbrances, conditions, restrictions, and limitations of record, a conservation easement on the Property in perpetuity according to the terms set forth herein.

1. **Purpose.** This Easement is intended to achieve the purpose and objectives of the Grant and protect riparian and upland forest habitat of federal and state listed, proposed, and candidate species covered under the State's Habitat Conservation Plan ("HCP") and the Endangered Species Act (16 U.S.C. §§ 1531 et seq.), and other species identified in the Grant. Grantor shall not use the Property in any manner inconsistent with all management prescriptions provided in the Grant and the below described Stewardship Plan as to the species identified therein. (Collectively, "Purpose of Easement").

2. **Use and Stewardship Plan.** Grantor shall develop and submit a written Stewardship Plan ("Plan") for the management of the Property in perpetuity to protect and enhance its significant natural features, in accordance with the intended conservation purposes of the Grant. The Plan will address management goals, methods and strategies and address key management issues relating to habitat for threatened, endangered, and other listed species. Grantor must provide a statement outlining the content of the Plan that is approved by State



prior to execution of the Easement. The purpose of the Plan is to confirm the uses and activities on the Property are consistent with the terms of this Easement. Grantor agrees to manage the Property in accordance with the Plan. The final Plan must be completed and approved by DNR no later than October 3, 2008. The Plan will be reviewed and updated on a regular basis, at least once every 5 years, to keep the Plan current. Any changes to the Plan will be made by written amendment and approved by State, which approval shall not be unreasonably withheld.

Grantor agrees to hold and use the Property for habitat and conservation purposes as specified in the Grant. Grantor reserves the right to use the Property for any uses or activities that are not inconsistent with the restrictions set forth herein, the Grant, or the Plan.

a. **Permitted Activities.** The Parties agree that activities deemed consistent with the purpose of the Grant and this Easement will include but not be limited to the following:

(1) Activities related to the conservation of habitat for the threatened, endangered and other listed species identified in the Grant including, but not limited to: maintenance, repair, replacement, relocation and removal of existing roads, power lines, culverts, barriers to fish passage or other improvements research; removal of non-native or invasive species; construction, maintenance and replacement of fences and gates to protect the natural features of the Property from damage; habitat restoration; and ecosystem health, such as risk reduction through under-burning, thinning, or harvest to stop the spread of disease or insect infestation.

(2) Interpretive trail construction, maintenance, replacement and removal consistent with and in furtherance of the Conservation Values and Purpose of Easement.

(3) Installation, maintenance, replacement and removal of signs on the Property to limit or direct use or access, for interpretive information, as an entrance sign, and to acknowledge the participation of the Grantor and of any of the Grantor's funding sources in the acquisition and maintenance of the Property.

(4) The undertaking of other activities that are required by and subject to compulsion of any governmental agency with authority to require such activity; provided, that any such activity be conducted so that interference with the Purpose of the



Easement is avoided, or, if avoidance is not possible, minimized to the extent possible.

(5) Cutting trees, construction or other disturbance of resources, including the removal of invasive species, to the extent reasonably prudent to remove, mitigate or warn against an unreasonable risk of harm to persons, property or health of native species on or about the Property. Grantor must take such steps as are reasonable under the circumstances to consult with State prior to taking actions that, but for this provision, would not be permitted or would be permitted only with approval from State.

(6) Non-commercial, low-impact public recreation, including, but not limited to bird watching, hiking, and picnicking.

(7) Scientific research activities consistent with and in furtherance of the Conservation Values and Purpose of Easement.

(8) Educational activities consistent with and in furtherance of the Conservation Values and Purpose of Easement.

(9) Selective and/or single tree harvest of timber where special management objectives consistent with the purpose of the Grant make these harvest methods appropriate in order to develop and maintain a multi-aged, multi-storied stand or to create diversity.

(10) Ecosystem regeneration and/or regeneration after natural disturbances or selective timber harvest activities pursuant to subsection (9) above.

(11) Vehicular use (including motorized vehicular use) in connection with any permitted activity listed in this subsection 2a or otherwise in the case of an emergency with the exception of recreational activities in (6) above.

(12) Any other non-commercial activities agreed upon in the Plan and consistent with the Grant.

b. **Prohibited Uses and Activities.** The Parties further agree that the following activities are deemed inconsistent with the purpose of the Grant and this Easement, unless such activities are implemented in conjunction with a condemnation action, and/or are done pursuant to rights in existence prior to the date of Easement. Prohibited activities



include, but are not limited to:

(1) Industrial, residential and commercial uses and activities on the Property.

(2) The Property shall not be further subdivided into smaller lots than exist as of the date of Easement. Subdivision is defined as any changes to the boundary of the Property or to any lot within the Property; and any creation of a unit, lot, tract or parcel of real property for separate use or ownership by any means including by lease or by implementing the condominium form of ownership. Notwithstanding the above, a lot line change is a permitted subdivision when it results in (a) no additional lot; and (b) no material decrease in the acreage of the Property; or, (c) subject to review and approval by State, any change in the boundary or any lot not creating an additional lot.

(3) Road or pipeline construction or granting of easements for rights-of-ways for roads, power lines, pipelines, or electronic sites, not permitted above, unless such activities are implemented in conjunction with a condemnation action. Notwithstanding the above, use of existing roads or easements that provide neighboring landowners temporary access to their properties for timber harvest are permitted so long as it is consistent with the conservation purposes of the Grant.

(4) Removal of Trees and other Vegetation. There shall be no cutting, pruning, or removal of trees and other vegetation, including downed timber, except as may be incidental to permissible uses and activities reserved under subsection 2(a), or with the express advance written approval of State, or as deemed necessary by State to preserve, protect or enhance the Conservation Values of the Property. Any timber and/or net value of timber removed from the Property shall be property of State.

(5) Livestock grazing.

(6) Waste Disposal. The disposal or storage of rubbish, garbage, debris, vehicles, abandoned equipment, parts thereof, or other unsightly, offensive, or hazardous waste or material on the Property. Provided, however, that rubbish, garbage, and debris can be stored in proper containers for subsequent disposal and the piling of brush and other vegetation to the extent reasonably necessary to accommodate a permitted activity.

(7) Herbicides, Pesticides or Insecticides. The use of any herbicides, pesticides or insecticides, except as deemed necessary in the Plan to preserve, protect or, enhance and/or restore the Conservation Values and habitat characteristics of the Property or as may be mandated by local, county, state or federal government.

(8) Introduced Vegetation. The planting or intentional introduction of non-native species or other species identified as prohibited in the Plan.



(9) **Alteration of Land.** The alteration of the surface of the land, including without limitation, the excavation, fill or removal of soil, sand, gravel, rock, peat, or sod or any changes in topography is prohibited, except as permitted in the Plan and as may be incidental to permissible activities identified in subsection 2 a. above.

(10) **Structures and Improvements.** Except as permitted in the Plan, the construction of any building, structure, or other improvements of any kind, temporary or permanent, on the Property, including but not limited to houses, windmills, wind turbines, sheds, storage tanks, mobile homes, wells, roads, dams, and impoundments.

(11) **Mining.** The exploration for, or development and extraction of, minerals, hydrocarbons, sand, gravel, or rock on or below the surface of the Property is prohibited.

(12) **Agriculture.** The planting, propagation, and growing of any plants or trees for commercial or non-commercial agricultural, nursery, or gardening purposes is prohibited.

(13) **Vehicles and Conveyances.** The operation of wheeled or motorized vehicles, including without limitation, bicycles, automobiles, trucks, motorcycles, all terrain vehicles, snowmobiles, or any other type of vehicle or conveyance shall be prohibited, except as otherwise authorized in subsection 2 a. above, or as may be required by State to protect the Conservation Values of the Property.

3. **Notice and Approval.**

a. **Notice.** With the exception of those uses and activities identified as permitted in subsection 2 a. above, Grantor shall give State 30 days' prior written notice of other uses or activities consistent with section 19 below ("Notice"). The Notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity or use in sufficient detail to permit State to make an informed judgment as to its consistency with the Purpose of this Easement. State shall not give its written consent and approval unless Grantor demonstrates that the proposed use or activity is consistent with the terms, conditions, and purposes of this Easement and will not diminish or impair the Conservation Values of the Property. Such activities or uses approved by State under this subsection shall be deemed amendments to the Plan.

b. **Approval.** Where State's approval is required, State shall grant, condition or withhold its approval in writing within ninety 90 days' of receipt of Grantor's



written request for approval. State's approval may include reasonable conditions, which must be satisfied in undertaking the proposed use or activity. If State does not object to proposed uses or activities within 90 (ninety) days of receipt of Grantor's request for approval, such activities shall be deemed acceptable to State. If Grantor must undertake emergency action to protect health or safety on the Property or must act by and subject to compulsion of any governmental agency, Grantor may proceed with such action without State's approval, but Grantor shall provide notice to State of the action as soon as practicable.

4. **Entry and Inspection.** State may enter upon the Property to inspect for compliance with and otherwise enforce the terms of this Easement. State is not required to have Grantor's permission to enter the Property for inspection, enforcement monitoring, research, or educational purposes; however, State will make reasonable efforts to notify Grantor, prior to entry onto the Property, and will not unreasonably interfere with Grantor's use and enjoyment of the Property except in emergencies or cases of suspected deliberate violations.

5. **Successors in Interest.** The terms and obligations of the Grantor and State under this Easement run with the land and bind the Grantor's and State's respective heirs, successors, agents, and assigns.

6. **Encumbrances.** Other than encumbrances for taxes and assessments lawfully imposed by a governmental entity, Grantor shall not encumber the Property, in whole or in part, without prior approval by the State, which consent shall not be unreasonably withheld, and the USFWS.

7. **Amendment.** If circumstances arise under which an amendment to or modification of this Easement is warranted, and State reasonably determines that the amendment is consistent with and in furtherance of the Purpose of Easement and Conservation Values, Grantor and State may jointly amend this Easement. Any such amendment shall be in writing as mutually agreed to by both State and Grantor. Amendments shall become effective upon recording in the official records of Skagit County and any other jurisdiction in which such recording is required. Nothing in this section shall require Grantor or State to agree to any amendment or to consult or negotiate regarding any amendment.

8. **Transfer of Ownership.** Grantor may convey the Grantor's interest in the Property to a qualifying entity under the Cooperative Endangered Species Conservation Fund restrictions, subject to the provisions herein, and provided the State has approved the transfer,



which approval shall not be unreasonably withheld, after sixty (60) days' prior written notice to State of such intent to transfer the Property. Approval shall be based, in part, on the financial resources, history, qualifications, organizational mission, and ability of the prospective transferee to manage the Property consistent with the terms of this Easement. Such notice to State shall include the name, address, and telephone number of the prospective transferee or its representative. Any transfer of ownership that occurs without the express approval of State shall be null and void.

a. Grantor agrees to incorporate the terms of this Easement in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Property, including, without limitation, a leasehold interest. The failure of Grantor to perform any act required by this section shall not impair the validity of this Easement or limit its enforceability in any way.

b. In the event Grantor intends to transfer the Property to a non-qualifying entity under the Cooperative Endangered Species Conservation Fund restrictions, 43 CFR 12.932 shall be followed in consultation with the USFWS, which is incorporated herein.

(1) Authorized Conveyance: When the Property is no longer needed for the purposes authorized by this Grant as determined jointly by State and Grantor, Grantor must request and comply with disposition instructions from State. Disposition instructions will be provided, within State discretion, in accordance with 43 CFR § 12.71 or 43 CFR § 12.932 as applicable.

(2) Unauthorized Conveyance/Use: If Grantor, in violation of the terms and conditions of the Grant, sells, transfers, encumbers, hypothecates, or otherwise disposes of any of the Property and the USFWS requires that State reimburse the USFWS a portion or all of the Grant proceeds, the Grantor shall reimburse State that same amount and other damages State incurs in connection with such violation. State reserves its right to pursue any other remedies legally available to include specific performance.

9. **Transfer by State.** The State may assign its rights and obligations under this easement to a qualifying entity under the Cooperative Endangered Species Conservation Fund restrictions and RCW 64.04.130, after sixty (60) days' written notice to Grantor.

10. **Identification of Property Acquired.** The Property should be identified with appropriate signs identifying the federal aid program as sub-awarded by the State under which the Property was acquired. The appropriate federal aid program symbol may be used for this



purpose. If the areas are open to the public, Grantor must make provisions to inform the public of the location, boundaries, and any restrictions on use.

11. **Monitoring Fee.** State has insufficient funding to monitor this Easement at present. Grantor acknowledges that such funding is necessary for State to participate in this program.

Grantor agrees to provide State with **\$510 (FIVE HUNDRED TEN AND 00/100 DOLLARS)** annually, payable by the effective date of this Easement and annually thereafter no later than the anniversary date of this Easement, to be used for expenses incurred monitoring compliance with this Easement.

This fee shall be adjusted every five (5) years from the effective date of this Easement based on the average percentage increase in the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, All Items, index period (1982-84=100) or its equivalent over that five-year period. Failure on the part of State to adjust the fee on any five-year anniversary date of the effective date of this Easement on which such adjustment is to be made shall not preclude the State from doing so anytime thereafter. This fee may be waived by State in total or in part, at the sole discretion of the State, if State is able to fund monitoring and enforcement by other means.

12. **Easement Monitoring.** The State shall have the right to delegate monitoring and enforcement authority under this Easement to any-duly appointed manager, which may include a federal, state, or local government agency or non-profit agency; provided that the delegation shall be subject to the terms and conditions of the Easement in all respects. This appointment may be changed from time to time. Grantor shall be given thirty (30) days' advance written notice of such appointment.

13. **Extinguishment.** This Easement may be extinguished only by express release by the State, its successors or assigns or formal court order, and pursuant to condemnation. It will not be extinguished by abandonment for non-enforcement. Grantor waives any common law right to extinguish or modify this Easement by adverse possession, prescriptive easement or other activity inconsistent with the Grant.

14. **Compliance with Laws.** Grantor shall comply with all federal, state, or local laws while performing any of the activities on the Property. In particular, Grantor will comply with all applicable provisions of 43 Code of Federal Regulations (CFR), Part 12,



Subpart A – *Administrative and Audit Requirements and Cost Principles for Assistance Programs*, Subpart F – *Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations*, Office of Management and Budget (OMB) Circulars A-110, A-133 and all other laws, rules, regulations and policies applicable to the USFWS Cooperative Endangered Species Conservation Fund.

15. **Dispute Resolution.** As a condition precedent to a party bringing any suit for breach of this Easement, such as provided for State under section 16 of this Easement, that party must first notify the other party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the Parties cannot resolve the dispute through negotiation within thirty (30) days, they may, but are not obligated to, agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to both Parties. The Parties shall each pay fifty percent (50%) of any costs of the services provided by such third party as such costs are incurred. The existence of a dispute shall not excuse the Parties from performance pursuant to this Easement. Notwithstanding the above, State may seek appropriate remedies under subsection 16d of this Easement without prior notification or dispute resolution procedures.

16. **State's Remedies.**

a. **Notice of Violation, Corrective Action.** If State believes that Grantor is in violation of the terms of this Easement or that a violation is threatened, State shall give written notice to Grantor 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 to its condition existing immediately before such violation, in accordance with a plan approved by State.

b. **Grantor's Failure to Respond.** If Grantor fails to cure the violation within thirty (30) days after receipt of notice thereof from State, or under circumstances where the violation cannot reasonably be cured within a thirty (30) day period, fails to begin curing such violation within the thirty (30) day period, or fails to continue diligently to cure such violation until finally cured, State may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, including trespasses by members of the public, to enjoin the violation, *ex parte* as necessary and as allowed under applicable civil rules, by temporary or permanent injunction, and to require restoration of the Property to



the condition that existed immediately before any such injury. Additionally, Grantor may be required to compensate USFWS and or dispose of the Property consistent with applicable federal laws and regulations.

c. **Damages.** State shall recover 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 said Conservation Values. Without limiting Grantor's liability in any way, State, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action or restoration on the Property.

d. **Emergency Enforcement.** If State, in its sole discretion, believes that circumstances require immediate action to prevent or mitigate significant damage to the conservation values of the Property, State 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.** State'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 State's remedies at law for any violation of the terms of this Easement are inadequate and that State shall be entitled to the injunctive relief described in this subsection, both prohibitive and mandatory, in addition to such other relief to which State 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. State's remedies described in this subsection shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

f. **Costs of Enforcement.** Any costs incurred by State in enforcing the terms of this Easement against the Grantor including, without limitation, costs of suit and reasonable attorneys' and consultants' fees, and any costs of restoration necessitated by Grantor's, or Grantor's agents, employees, contractors, invitees or licensees, violation of the terms of this Easement shall be borne by Grantor if State prevails in such enforcement. If Grantor prevails in any action by State to enforce the terms of this Easement, State shall bear its own costs and any costs incurred by Grantor in defending itself against the State including, without limitation, reasonable attorneys' and consultants' fees. Any such costs owed by Grantor to State, together with any damages which Grantor may owe to State, shall constitute a lien against the Property until such time as costs and damages are paid in full.

g. **State's Discretion.** Enforcement of the terms of this Easement shall

be at the discretion of State, and any forbearance by State to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantor shall not be deemed or construed to be a waiver by State of such term or of any subsequent breach of the same or any other term of this Easement or of any of State's rights under this Easement. No delay or omission by State 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. Notwithstanding the foregoing, nothing in this Easement shall be interpreted to waive or toll any applicable statutes of limitations.

h. Waiver of Certain Defenses. With full knowledge of the provisions of this Easement, Grantor hereby waives any claim or defense it may have against State 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 State to bring any action against Grantor to abate, correct, or restore any condition on the Property or to recover damages for any injury to or change in the Property resulting from conditions or matters that predate Grantor's acquisition of the Property, State's acquisition of the Easement or resulting causes beyond Grantor's control, including, without limitation, fire, flood, storm, pest infestation, and earth movement, or for acts or omissions of State, the public or trespassers, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate injury to persons or property (including without limitation to the Property) resulting from such causes.

j. USFWS as Third-Party Beneficiary. State is the intended beneficiary of this Easement with full power of enforcement. As a funding source to the State for the Grant, USFWS is a third-party beneficiary to the Easement. In that capacity, USFWS may elect to exercise any and all remedies against Grantor subject to prior coordination with State and consistent with the Easement and applicable federal laws and regulations.

17. Costs, Liabilities, 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 Property, including the maintenance of adequate comprehensive general liability insurance coverage. If Grantor is self-insured, evidence of its status as a self-insured entity shall be provided to State. If requested by State,



Grantor must describe its financial condition and the self-insured funding mechanism. Grantor shall prevent the perfection of any liens against the Property that are not subordinate to this Easement arising out of any work performed for, materials furnished to, or obligations incurred by Grantor.

b. Taxes. Grantors shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively "taxes"), including any taxes imposed upon, or incurred as a result of, this Easement, and shall furnish State with satisfactory evidence of payment upon request. If Grantor fails to pay any taxes when due, State 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 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. Remediation. If, at any time, there occurs a release in, on, or about the 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 legally required steps necessary to assure its containment and remediation, including any cleanup that may be required, unless the release was caused by State, in which case State shall be responsible for remediation.

d. Hold Harmless. Grantor hereby agrees to release and hold harmless, indemnify, and defend State 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, including, without limitation, reasonable attorneys' and consultants' 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 Property that is not a consequence of any activity of any of the Indemnified Parties undertaken under the rights granted to State under this Easement;

(2) Violations or alleged violations of, or other failure to comply



with, any federal, state or local environmental law or regulation relating to pollutants or hazardous, toxic or dangerous substances or materials, including, without limitation, CERCLA (42 U.S.C. § 9601 et seq.) and MTCA (chapter 70.105D RCW), by any person other than any of the Indemnified Parties, in any way affecting, involving, or relating to the Property, unless such violations or alleged violations are due to the acts or omissions of any of the Indemnified Parties on the Property;

(3) The presence or release in, on, from, or about the Property, at any time, of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement of hazardous, toxic or dangerous to the air, water, or soil, or in any way harmful or threatening to human health or the environment, unless caused solely by any of the Indemnified Parties; and,

(4) The obligations and covenants specified in this section.

18. **No Creation of Public Rights.** This Easement does not create any rights in favor of the general public to enforce the terms of this Easement.

19. **Notices.** Unless otherwise specified herein, any notices required or permitted under this Easement may be delivered personally, sent by facsimile machine or U.S. Mail, to the following addresses or to such other place as the parties hereafter direct. Notice will be deemed given upon delivery, confirmation of facsimile, or three days after being mailed, whichever is applicable.

To State:
DEPARTMENT OF NATURAL RESOURCES
1111 Washington Street SE
PO Box 47014
Olympia, WA 98504-7014

To Grantor:
SKAGIT LAND TRUST
P.O. Box 1017
Mount Vernon, WA 98273



20. **General Provisions.**

a. **Liberal Construction.** This Easement shall be liberally construed to carry out the purposes of the Grant, and to protect the conservation purposes for which this Easement was acquired. 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. The Parties acknowledge that each has had an opportunity to have this Easement reviewed by an attorney and agree that the terms shall not be presumed construed against either party.

b. **Severability.** If any provision of this Easement, or the application thereof 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 thereby.

c. **Governing Law and Venue.** This Easement shall be construed and interpreted in accordance with the laws of the state of Washington and applicable federal law with respect to the Grant. In the event of a lawsuit involving this Easement, venue shall be proper only in Thurston County. The Parties acknowledge the jurisdiction of the courts in the state of Washington.

d. **Entire Agreement.** This instrument sets forth the entire agreement of the Parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the 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 as provided for in this Easement.

e. **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.

f. **Exhibits.** All exhibits referenced herein are incorporated into this Easement as part of this Easement. The Baseline Documentation (whether or not attached to this Easement) is incorporated into this Easement by this reference.

g. **Counterparts.** This Conservation Easement may be executed in counterparts with like effect as if all signatures appeared on a single copy.



21. **Certification of Authority.** The undersigned Grantor representative certifies that the Grantor is a legally constituted nonprofit organization with full authority and legal capability to perform the terms of this Easement and he/she is authorized to sign this Easement on its behalf.

GRANTOR:

SKAGIT LAND TRUST

Dated: _____ By: _____
Patricia H. Botsford-Martin
Title: President

STATE:

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Dated: 6/20/08 By: *Doug Sutherland*
Doug Sutherland,
Commissioner of Public Lands

Affix the Seal of the
Commissioner of Public Lands



APPROVED AS TO FORM ONLY:

26 day of June 2008
By: *Michael Robinson*
Assistant Attorney General



21. **Certification of Authority.** The undersigned Grantor representative certifies that the Grantor is a legally constituted nonprofit organization with full authority and legal capability to perform the terms of this Easement and he/she is authorized to sign this Easement on its behalf.

GRANTOR:

SKAGIT LAND TRUST

Dated: 6/26/08 By: 
Patricia H. Botsford-Martin
Title: President

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

JUL 03 2008

Amount Paid \$ 0
Skagit Co. Treasurer
By MF Deputy

STATE:

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Dated: _____ By: _____
Doug Sutherland,
Commissioner of Public Lands

Affix the Seal of the
Commissioner of Public Lands

APPROVED AS TO FORM ONLY:

_____ day of _____ 2008

By: _____
Assistant Attorney General



200807030088
Skagit County Auditor

STATE OF WASHINGTON)
) ss
COUNTY OF)

On this 26th day of June, 2008, personally appeared before me Patricia H. Botsford-Martin, to me known to be the President of Skagit Land Trust that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that she was authorized to execute said instrument for said corporation and that the seal affixed is the corporate seal of the said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Karmen M. Hardy
Notary Public in and for the State of
Washington residing at Anacortes

My appointment expires 03/25/10

STATE OF WASHINGTON)
) ss
COUNTY OF THURSTON)

On this _____ day of _____, 200_____, personally appeared before me Doug Sutherland, to me known to be the Commissioner of Public Lands, State of Washington, who executed the within and foregoing instrument on behalf of the State of Washington, and acknowledged said instrument to be the free and voluntary act and deed of the State of Washington for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the official seal of the Commissioner of Public Lands for the State of Washington.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

Notary Public in and for the State of
Washington, residing at _____
My appointment expires _____



200807030088
Skagit County Auditor

STATE OF WASHINGTON)
) ss
COUNTY OF)

On this _____ day of _____, _____, personally appeared before me Patricia H. Botsford-Martin, to me known to be the President of Skagit Land Trust that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that she was authorized to execute said instrument for said corporation and that the seal affixed is the corporate seal of the said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public in and for the State of
Washington residing at _____

My appointment expires _____.

STATE OF WASHINGTON)
) ss
COUNTY OF THURSTON)

On this 30 day of June, 2008, personally appeared before me Doug Sutherland, to me known to be the Commissioner of Public Lands, State of Washington, who executed the within and foregoing instrument on behalf of the State of Washington, and acknowledged said instrument to be the free and voluntary act and deed of the State of Washington for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the official seal of the Commissioner of Public Lands for the State of Washington.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.



Bonita R Hill

Notary Public in and for the State of
Washington, residing at Olympia
My appointment expires 5-19-09



STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

EXHIBIT A

PARCEL "A"

That portion of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 30, Township 35 North, Range 10 East, W.M., lying Northerly of the old State Highway, now known as the Conrad Road, EXCEPT that portion, if any, lying within the boundary of State Highway 20 and EXCEPT the eight following described tracts:

1. Beginning at a point 257.6 feet North of the center of said Section; thence North $63^{\circ}30'$ East 60 feet for the true point of beginning; thence North $63^{\circ}30'$ East 150 feet; thence North 300 feet; thence West to a point 60 feet East of the North and South center line of said Section; thence South to the point of beginning.
2. Beginning at a point 257.6 feet North of the center of Section 30, Township 35 North, Range 10 East, W.M.; thence North $87^{\circ}30'$ East 210 feet to the true point of beginning of this description; thence North 300 feet; thence North $87^{\circ}30'$ East 140 feet; thence South 300 feet; thence South $87^{\circ}30'$ West 140 feet to the point of beginning.
3. Beginning at a point 257.6 feet North of the center of said Section; thence North $87^{\circ}30'$ East 350 feet to the true point of beginning; thence North 300 feet; thence North $87^{\circ}30'$ East 140 feet; thence South 300 feet; thence South $87^{\circ}30'$ West to the true point of beginning.
4. Beginning at a point 257.6 feet North of the center of said Section; thence North $87^{\circ}30'$ East 350 feet; thence North 300 feet; thence North $87^{\circ}30'$ East 140 feet to the Northeast corner of that certain tract conveyed to Robert W. Pugh, et ux, by deed dated December 3, 1965, recorded December 6, 1965, under Auditor's File No. 675530, which point is the true point of beginning of this description; thence continue North $87^{\circ}30'$ East a distance of 140 feet; thence South 300 feet; thence South $87^{\circ}30'$ West a distance of 140 feet, more or less, to the Southeast corner of said Pugh Tract; thence North along the Easterly line of said Pugh Tract a distance of 300 feet to the true point of beginning.
5. That portion of said subdivision, if any, lying Northerly of both said Conrad Road and State Highway 20 and lying Southerly of the above described Tracts 1, 2, 3 and 4 and lying Westerly of the Southerly extension of the East line of the above described Tract 4.
6. That portion of the above described property lying Northerly of State Highway 20, lying Westerly of the above described Tract 1, and lying Southerly of the North line of the above described

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Skagit County Auditor

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Tract 1 extended Westerly to the West line of said subdivision.

7. Beginning at a point 257.6 feet North of the center of Section 30, Township 35 North, Range 10 East, W.M.; thence North 87°30' East 210 feet; thence North 300 feet to true point of beginning of this description; thence South along the previously described line and line extended to the Northerly margin State Highway 20; thence Northwesterly along said Northerly margin to the Southerly line of the above described Tract 1; thence North 63°30' East along the Southerly line of said Tract 1 to the Southeast corner of said Tract 1; thence North along the East line of said Tract 1 to a point that is South 87°30' West from the true point of beginning; thence North 87°30' East to true point of beginning.

8. Beginning at a point 257.6 feet North of the center of said Section; thence North 87°30' East 350 feet; thence North 300 feet; thence North 87°30' East 140 feet to the Northeast corner of that certain tract conveyed to Robert W. Pugh, et ux, by deed dated December 3, 1965, recorded December 6, 1965, under Auditor's File No. 675530; thence continue North 87°30' East a distance of 140 feet to the Northeast corner of the above described Tract 4 and the true point of beginning of this description; thence continue North 87°30' East 118.37 feet; thence South 240 feet, more or less, parallel with the West line of said subdivision to the Northerly margin of said Conrad Road; thence Westerly along said Northerly margin to a point South of the true point of beginning; thence North along the East line of the above described Tract 4 and said East line extended to the true point of beginning.

PARCEL "B"

The South ½ of the Northwest ¼ of the Northeast ¼ of Section 30, Township 35 North, Range 10 East, W.M..

Situated in Skagit County, Washington.

Approved as to Form only
on April 14, 2008 by:

Dennis J. Gelvin, PLS 21674
Land Description & R/W Specialist
Land Survey Unit
Engineering Division
PO Box 47060
Olympia, WA 98504-7060



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Skagit County Auditor

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

EXHIBIT B

PROJECT STATEMENT FOR BARR CREEK FOREST PROTECTION
2006 HCP Land Acquisition Proposal

INTRODUCTION:

Skagit Land Trust proposes to purchase approximately 46 acres containing threatened low elevation mature forest along Barr Creek. The property contains a documented bald eagle night roost and lies within The Nature Conservancy's designated Skagit River Bald Eagle Natural Area. It also contains suitable habitat for bull trout. Acquisition and permanent protection of the site will complement conservation being provided for threatened, endangered, and unlisted species of concern covered by the Washington Department of Natural Resources (DNR) Habitat Conservation Plan (HCP). Preventing timber harvest and conversion of this land will close a gap in landscape level habitat protection, and buffer adjacent roadless National Forest lands in Skagit County, Washington.

NEED:

This tract of private land came to the attention of Skagit Land Trust several years ago through The Nature Conservancy (TNC). TNC recognized the importance of the parcel to the broader landscape, but did not have the staff resources to work with the landowner and raise necessary acquisition funds. This project will help buffer and connect a much larger block of habitat within the greater upper Skagit Watershed and Skagit River Bald Eagle Natural Area. The attached map shows the relationship of this land to the surrounding landscape and the land protection efforts undertaken by conservation partners.

This land is in very good condition and contains a stand of mature Douglas fir forest of a quality and condition that is quite rare on private land. According to a timber cruise commissioned by the Trust, the upper canopy trees range from two to three feet in diameter and from 130 to 185 feet in height. The site ranges from 300 to 800 feet in elevation and is less than 250 feet from a side channel of the Skagit River. While technically not 'old-growth', much of this forest includes the structure and diversity typical of a late seral stand. It has seen little harvest activity for at least 80 to 90 years. Very few stands like this remain near the valley floor along this part of the Skagit River.

The property includes approximately 1,000 feet of Barr Creek, which is undisturbed and relatively pristine. The stream includes both high and low gradient segments; clean gravels, and the cold temperature suitable for resident bull trout [pers. comm. Brett Barkdull, WDFW]. In addition, a portion of this land is the site of a wintering bald eagle night roost that has long been documented by the WA Department of Fish and Wildlife – the large trees, and slope and aspect of the site, together with the proximity to prime feeding territory on the Skagit River, provide the essential conditions for the eagles.

This parcel is highly threatened with conversion to residential use, and the opportunity to protect it will disappear if funding is not secured this year. After considerable negotiation, the landowners have offered their property to Skagit Land Trust below market value, and have agreed to give the Trust some time to raise funds. They do, however, intend to sell the property on the open market in 2007 if the Trust cannot raise the necessary funds.

The land adjoins State Route 20 as well as a residential county road. If it is sold on the private market, zoning and existing infrastructure would allow subdivision for residential development, which is highly likely because of the desirable location and amenity values of the site. We estimate that at least seven homes could be built on the property under existing regulations. In addition, the timber appraisal commissioned by the Trust indicates



substantial merchantable timber on the property (\$572,000), which is harvestable under existing regulations.

OBJECTIVE:

The project's objectives are to: 1) Purchase and protect in perpetuity 46 acres of high quality, low elevation forest; 2) Hold and manage the acquisition for late-successional forest habitat and its associated species; 3) Fill an important gap in landscape level protection in the upper Skagit River watershed by further connecting protected lands with roadless federal and state lands to benefit wide-ranging species; 4) Eliminate the threat of forest harvest, conversion and development within the The Nature Conservancy's Skagit River Bald Eagle Natural Area; 5) Support the recovery of key threatened and endangered species including six listed species (five of which are covered under the DNR HCP), and over a dozen unlisted species that are also covered by the DNR HCP.

EXPECTED RESULTS OR BENEFITS:

This project will link low elevation forest habitat, including both low-gradient and steep mountain streams, with a large block of contiguous public land. It will prevent the encroachment of residential development and the destruction of habitat through commercial timber harvest. It will reduce habitat fragmentation and expand the potential habitat area for species described below and listed in Attachment 1. (*Attachment 1 also provides full references for information discussed below*).

The acquisition will benefit **marbled murrelets** over time as the forest stand matures and further develops suitable habitat. Decline of the marbled murrelet is attributed primarily to the loss of old forests and associated nest sites. While the Barr Creek forest does not currently contain the minimum number of trees with the appropriate characteristics for murrelet nesting, the stand is developing late seral stage characteristics that may provide suitable habitat in the future.

Similarly, the forest stand is likely to develop characteristics more favorable to **northern spotted owl** over time. In addition, by preventing openings, human encroachment and edge effect, protecting this forest stand will reduce incidences of predation on any nearby spotted owls.

The protection of the Barr Creek Forest will benefit **bald eagles**. Specifically, acquisition of this property will protect a documented bald eagle night roost. The *WA State Status Report for Bald Eagles* (WDFW 2001) describes the unique characteristics of roosting habitat which are found only within 1100 meters of foraging habitat. These sites exhibit a favorable microclimate that helps the birds reserve energy, and are characterized by the presence of large, old trees. The report notes that "communal night roosts are an important component of bald eagle wintering habitat" and that "reduction of tree buffers around roosts, or loss of roost trees or stands to timber harvest or fire may increase the metabolic needs of wintering eagles and have the potential to affect health and survival". Thus, the proposed acquisition will result in not only preserving the night roost, but ensuring an undisturbed buffer surrounding the roost. This is particularly valuable in the Skagit Valley, which hosts one of the four largest wintering concentration of bald eagles in the continental United States.

The parcel is located within a region of the North Cascades that is known to be used by **gray wolves**. Habitat for prey species (marmot and elk) can be found on the adjacent public forestlands. The Nooksack elk herd has been growing and increasingly using the Skagit River watershed. Gray wolves are documented to be present and reproducing (WDFW and NPS databases) just over the U.S.- Canada border to the north of the project site. These wide-ranging animals are known to use public lands within the Skagit watershed. Protection of land along Barr Creek could help support gray wolves by reducing the threat of development in and along public lands. The large area of US Forest land to the north of the project site is under consideration for Roadless Area status and contains habitat for several prey species, including elk and marmot.

This property lies within the North Cascades **Grizzly Bear** Recovery Zone and within the Welker Bear Management Unit of the North Cascades Chapter of the Grizzly Bear Recovery Plan. Specifically this property is



located in an area identified as "Preferred Spring Habitat" in this report. While grizzly bears are no longer covered under DNR's HCP, it should be noted that the proposed acquisition incrementally contributes habitat for grizzlies, and helps to buffer and block public lands that may receive grizzly use, and which constitute the species recovery area.

Protection of this property will benefit the Skagit River **bull trout** population. Washington Department of Fish and Wildlife has surveyed the physical characteristics of Barr Creek (also called Swift Creek) and identified the lower reaches suitable for bull trout, Chinook, coho, chum and pink salmon, as well as rainbow and cutthroat trout (Site CD16.1.1, Barkdull, WDFW). The anadromous zone extends into the property, however, surveys have not been conducted to determine actual presence of bull trout. Bull trout are highly susceptible to the deposition of fine sediments and protecting the forests around this stream will prevent increases in sedimentation resulting from harvests and development.

In addition to federally listed species, this acquisition is also expected to benefit at least fourteen species covered by the DNR HCP and two additional State Candidate species (*see Attachment 1*). Many of these species are sensitive to human disturbance and protection of this property will help buffer the high quality habitat on adjacent public lands.

Acquisition and protection of this property would protect **peregrine falcon** habitat. Although falcon nests have not been confirmed in the upper Skagit, birds have been reported repeatedly during the summer months in the area of Newhalem and Marblemount (NPS database). The rocky cliffs on the US Forest Service lands adjacent to this property are suitable for peregrine nesting. The proximity to the Skagit River and forest habitat that is suitable for prey species, such as Vaux's Swifts, make this property a potential site for foraging falcons.

The closed-canopy forests found on this property provide suitable habitat for nesting **northern goshawks, Vaux's swifts, pileated woodpeckers and merlins**. This property would increase the contiguous area of protected suitable habitat for these species such as found on the adjacent tract of US Forest Service land. In addition, the swifts and woodpeckers benefit from the proximity of the floodplain of the Skagit River, with its wide channel migration zone, for foraging. Merlins would benefit from foraging opportunities in the open meadows on Sauk Mountain. The southeastern portion of this property contains younger, more open coniferous forests, as well as a patch of young deciduous trees. These areas and the riparian habitat found on the property are suitable for both **olive-sided and willow flycatchers**.

The mature forests, riparian areas, young forest patches and proximity to the wide channel migration zone of the Skagit River all add to the suitability of this property for bat species. **Long-eared myotis, long-legged myotis, Yuma myotis and Townsend's big-eared bats** may use this property for roosting and maternity colonies.

Wolverine and fisher will benefit from the protection of this forest by protecting the adjacent large tract of public forestland from encroaching development and human disturbance. The proximity of open meadows on Sauk Mountain also provides habitat for prey species, such as marmot. The mature forest on this property may itself provide habitat for both of these species.

The segment of Barr Creek on this property is steep and suitable for **tailed frogs**. Protection of the older forests around this stream will benefit this species. There is a low-gradient stream ending in a moist forest bottomland in the southwestern portion of this property. Together with the adjacent mature forest stand, this area is suitable for both **Northern red-legged frogs and Western toads**.

Protecting this property would provide an additional public benefit because an historic pack trail crosses it on the western edge. The trail connects to the adjacent federal land and continues for seven miles to the top of Sauk Mountain. Prior to the construction of the Forest Service 'Sauk Mountain Road' to the west, this trail served as the access to the fire lookout on Sauk Mountain. The trail has not been maintained in recent years because the lower portions are in private ownership; however it remains important to many local people and recreational



users. If Skagit Land Trust is successful in protecting this land, public access to this trail could be restored. Skagit Land Trust management would ensure that any low-impact public use would be compatible with management of the property for sensitive fish and wildlife habitat.

APPROACH:

Protection will be accomplished through acquisition of fee-simple interest and long-term management of the property by Skagit Land Trust. Specifically tasks will include: 1) appraisal of fair market value; 2) negotiation of purchase and sale agreement; 3) title review and resolution of any related issues; 4) environmental site assessment; 5) boundary line survey; 5) escrow and closing, and 6) land management planning. The acquisition should be completed by mid 2007, and management planning will be complete by the end of 2007, with implementation to follow. WADNR will receive a conservation easement interest in the property and the agency will take the lead on the appraisal and review/approval process. WADNR and Skagit Land Trust will work together on the due diligence and management plan for the property.

Skagit Land Trust has a long successful track record of purchasing land from willing sellers in Skagit County. The Trust currently owns and manages approximately 665 acres of land as natural areas, and protects more than 2,300 acres through conservation easements on private and public lands. An additional 1,000 acres have been protected by other agencies and organizations with assistance or facilitation by Skagit Land Trust.

The Trust intends to hold the land, and manage and protect it for wildlife habitat. Management planning will focus on protection and restoration of habitat suitable for the HCP-covered species, and appropriate partners and agencies will be consulted during the planning process to ascertain any specific needs or actions that will facilitate recovery of the listed species. However the forest is, for the most part, in very good condition, and few active management actions are anticipated.

There are at least eight significant partners involved in the implementation of the DNR HCP. These are: US Forest Service, National Marine Fisheries Service, US Fish and Wildlife Service, US Geological Survey, Washington Department of Fish and Wildlife, Washington State Department of Ecology, Northwest Indian Fisheries Commission, University of Washington. These entities are involved in HCP implementation through development of the small stream conservation strategy, monitoring and research for adaptive management, and participation on scientific advisory groups.

LOCATION: Below is a table showing the parcels to be acquired and their location:

Priority	Assessor's Parcel ID	Acres	Condition	Section	Township	Range	Willing Sellers?
1	P96025*	20	Forested	30	35N	10E	Yes
2	P45673*	26	Forested	30	35N	10E	Yes
3	P108323	3	Forested	30	35N	10E	Maybe**
4	P45677	1	Cleared	30	35N	10E	Maybe**

*Notes: *All parcels are contiguous and are owned by the same party (Johnson), and the first 2 parcels must be purchased together. **The landowner may elect to keep the two smaller parcels, approx. 4 acres on east side of larger tract, which are of lower priority for protection.*

ESTIMATED COST:

A detailed project budget is shown in the attached Budget Sheet. Total project cost is \$995,600. The total estimated value of the land is \$702,000, with the remainder of costs comprised of staff time and agency



coordination costs; as well as land transaction costs such as appraisal, survey and environmental hazard assessment. The estimate of land value is based on a timber appraisal commissioned by the Trust (concluding \$570,000 of merchantable timber) and consultations with a qualified appraiser regarding the added value of the land beyond the commercial timber (at least \$130,000). The Trust has negotiated a fixed purchase price of \$572,000 – with the landowner donating the remaining value of the land (at least \$130,000). The value of this donation is shown as in-kind match on the budget sheet. DNR will provide \$226,000 in-kind match property donation from its Trust Land Transfer (TLT) program. TLT properties used for match will come from lands designated as “DFW” as shown on the attached *Land Protection in the Greater Rockport Area February 2006* map. In addition the Trust is committed to raising \$192,000 from private donations for the land purchase. Therefore, total non-federal match is \$548,000 (55%), and the requested grant amount is \$447,600.



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