



200807310098  
Skagit County Auditor

7/31/2008 Page 1 of 57 1:41PM

When recorded return to:

Skagit Conservation District  
2021 E. College Way, Suite 203  
Mount Vernon, WA 98273

**GRANT DEED OF CONSERVATION EASEMENT**

Grantor: Lawrence & <sup>Jeanette</sup> Jeanett Maksin GUARDIAN NORTHWEST TITLE CO.  
Grantee: Skagit Conservation District 90803E

Legal Description of Area Encumbered by Permanent Conservation Easement:  
That portion lying west of the Samish River as it lies July 12, 2007 of Track 5 of survey number 111-76 recorded under auditor's file number 840287 which is a portion of the East half of the Southeast quarter of the Northwest quarter and of the West half of the Southwest quarter of the Northwest quarter.

Assessor's Tax ID# and Parcel Number: 360425-2-008-0003 P49935

THIS GRANT DEED OF CONSERVATION EASEMENT (this "Easement") is made this 30<sup>th</sup> day of July, 2008, by Lawrence & <sup>Jeanette</sup> Jeanette Maksin (husband and wife), having an address at 4348 Blank Road, Sedro-Woolley, WA 98284 ("Grantor"), in favor of Skagit Conservation District, a political subdivision of the State of Washington, having an address at 2021 E. College, Suite 203, Mount Vernon, WA 98273 ("Grantee").

**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 the legal description above. The Protected Property is approximately 3.4 acres in size.

- B. The Protected Property includes natural riparian and floodplain features that provide habitat and other natural values (collectively, the "Conservation Values"). The specific Conservation Values and characteristics of the Protected Property are documented in an inventory of relevant features of the Protected Property (the "Baseline Documentation"), dated \_\_\_\_\_, on file at the offices of Grantee and incorporated into this Easement by this reference. A summary of the Baseline Documentation is attached at Exhibit A. The Baseline Documentation, which has been reviewed and accepted by Grantor and Grantee, consists of reports, maps, photographs, legal description, 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 information baseline for monitoring compliance with the terms of this Easement.
- C. The Conservation Values of the Protected Property include, but are not limited to, natural features that create and support habitat for salmon. The Grantor and Grantee desire to preserve the Conservation Values on the Protected Property, and in particular to protect and promote the restoration of natural salmon habitat on it. The Landowner Incentive Program Grant Contract through the Washington Department of Fish & Wildlife, has provided the Grantee with public funding for this purpose (SCD Maksin Samish Conservation Easement WDFW Number: 06-1852).
- D. The Grantor desires to transfer the rights to carry-out the protection and preservation of the Conservation Values on the Protected Property to the Grantee in perpetuity.
- E. 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 terms, conditions, and restrictions contained in this Easement, and in consideration of payment of \$20,000.00 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 Protected Property will be retained predominantly in its natural condition, and to prevent any use of, or activity on, the Protected Property that will impair or interfere with the Conservation Values (collectively, this "Purpose"). Grantor intends that this Easement will confine the use of, or activity on, the Protected Property 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 Protected 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, protect, and enhance in perpetuity the Conservation Values of the Protected Property. The Grantee will, by mutual agreement with the Grantor, said agreement to not be unreasonably withheld, develop a plan (hereinafter "Stewardship Plan") for conducting specific activities to carry out this right. The Grantee may, by mutual agreement with the Grantor, update the Stewardship Plan from time to time as necessary to address changes that may occur at the site. The Stewardship Plan will be kept on file in the offices of the Grantee, and is incorporated into this Easement by reference. A summary of the original Stewardship Plan is attached as Exhibit B.
- B. **Access over Adjoining Property.** The right to enter onto the Protected Property from the adjoining property for the purpose of carrying-out the Stewardship Plan and for otherwise monitoring or enforcing compliance with the provisions of this Easement. Such entry shall be upon prior reasonable notice to Grantor, and Grantee shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Protected Property.
- C. **Injunction and Restoration.** The right to enjoin any use of, or activity on, the Protected Property that is inconsistent with the Purpose of this Easement, including trespass by members of the general 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 IX.
- D. **Enforcement.** The right to enforce the terms of this Easement, consistent with Section IX.
- E. **Assignment.** The right to assign, convey or otherwise transfer Grantee's interest in the Protected Property in accordance with Section XIV.



## V. PROHIBITED USES AND ACTIVITIES

Any use of, or activity on the Protected Property inconsistent with the Purpose of this Easement is prohibited, and Grantor acknowledges and agrees that it will not conduct, engage in or permit any such use or activity. Without limiting the generality of the foregoing, the following uses of, or activities, though not an exhaustive list, are inconsistent with the Purpose of this Easement and shall be prohibited, except as expressly provided in Section VI below, or as described in the Stewardship Plan, 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, trails, and utilities), except as permitted in Section VI.
- B. **Alteration of Land**. The alteration of the surface of the land, including, without limitation, the excavation or removal of soil, sand, gravel, or other mineral resources, except as is necessary for uses permitted in Sections VI below.
- C. **Alteration of Water Courses and Their Banks**. The alteration of watercourses and their banks, including draining, filling, dredging, ditching, or diking, armoring or changing locations of banks, constructing water impoundments or surface or sub-surface water withdrawal, except as permitted in Section VI.
- D. **Removal of Trees and Other Vegetation**. The cutting or removal of live and dead trees and other vegetation, except as permitted in Sections VI below, or to remove plants that are listed as noxious plants by the State of Washington Department of Agriculture.
- E. **Crop Cultivation**. The cultivation of any crops including timber products, nursery stock, fruit and vegetables, row crops, and livestock feed.
- F. **Waste Disposal**. The disposal or storage of solid waste, abandoned vehicles or parts, petroleum, pesticides, or hazardous substances, or other material that may be unsightly or pose a threat to public health and environment.
- G. **Signs**. The placement of commercial signs or other advertising material.
- H. **Fish and Wildlife Disruption**. The intentional disruption of fish and wildlife breeding/spawning and rearing activities.
- I. **Domestic Animals**. The keeping of domestic animals, including grazing livestock.
- J. **Introduced Vegetation**. The introduction of non-native invasive plant species.



- K. **Motorized Watercraft and Vehicles.** The operation of motorized watercraft or road motorized vehicles normally used for activities except as permitted in Section VI.
- L. **Wildlife damage Waiver:** Grantor does hereby waive any and all present and future claims against Washington Department of Fish and Wildlife for compensation for wildlife damage and does accept the risk of damage or loss.

## 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 Purpose of this Easement and which is not prohibited herein. Without limiting the generality of the foregoing, Grantor specifically reserves the right to conduct the following uses and activities:

- A. **Forest Management.** Forest management activities designed to protect or enhance the Conservation Values of the Protected Property, provided that they are consistent with the Stewardship Plan (see Exhibit B). Activities may include, but not be limited to, planting of native tree and shrub species and trimming or thinning of existing vegetation, provided that any cut trees are not removed from the Protected Property. Trees or other vegetation that pose a threat to safety or property may be cut and removed. Such activities shall be carried out in compliance with relevant regulations and shall be mutually agreed upon by Grantor and Grantee. The Stewardship Plan shall be updated to reflect the specific forest management activities that are to be carried out.
- B. **Maintenance and Replacement of Existing Structures.** Maintaining the walking trail through the Protected Property.
- C. **Trails.** Maintain existing foot trails on the Protected Property.
- D. **Recreation, Hunting, and Fishing.** Conduct non-commercial fishing, hunting, and other recreational activities in a manner and intensity that does not adversely impact vegetation and fish and wildlife habitat on the Protected Property. Grantor shall not charge a fee for recreational activities licensed by the Washington Department of Fish and Wildlife, such as hunting, trapping, or fishing.
- E. **Emergencies.** To undertake other activities necessary to protect public health or safety on the Protected Property or adjacent property, provided that any such activity shall be conducted in a manner that protects the Conservation Values of the Protected Property to the extent practicable.



## VII. NOTICE

- A. **Notice.** The following permitted uses and activities require Grantor to notify Grantee in writing prior to undertaking the use or activity:
- 1) forest management activities;
  - 2) replacement of existing walking trails;
  - 3) any other activity that is likely to have a negative impact on the Conservation Values of the Protected Property.

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 activity. The notice shall describe the proposed 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 Purpose of this Easement only.

- B. **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 Grantor: Skagit Conservation District  
2021 E. College Way, Suite 203  
Mount Vernon, WA 98273

2488  
SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

JUL 31 2008

To Grantee: *Jeanette*  
Lawrence & Jeanette Maksin  
4348 Blank Road  
Sedro-Woolley, WA 98284

Amount Paid \$ 361.00  
Skagit Co. Treasurer  
By *Edman* Deputy

## VIII. 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 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.

## IX. 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 demand 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.** Notwithstanding the Dispute Resolution provisions of Section VIII, Grantee may bring an action as provided in subsection C below 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 the 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, 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. **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 or invitees in violation of



the terms of this Easement and Grantee's reasonable enforcement expenses, including attorneys' and consultants' fees, shall be borne by Grantor, successors, assigns, or others who are otherwise determined to be responsible for the unauthorized use or activity.

- F. **Acts Beyond Grantor's Control.** Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor to abate 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 or flood; storm, or from acts of trespassers that Grantor could not reasonably have prevented; or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate 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.

#### X. 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.

#### XI. COSTS, LIABILITIES AND INSURANCE, TAXES, ENVIRONMENTAL COMPLIANCE, AND INDEMNIFICATION

- A. **Costs, Liabilities and Insurance.** Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, and maintenance of the Protected Property, including the maintenance of adequate liability insurance coverage. Grantor remains solely responsible for obtaining any applicable governmental permits for any construction or other activity permitted by this Easement.
- B. **Taxes.** Grantor shall pay all taxes levied against the Protected Property as they become due. 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, procured from the appropriate authority, without inquiry into the validity of the taxes or the accuracy of the bill. 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 dumping, burying, or other release, or migration from off-site, on the Protected Property of any material that is subject to regulation as a "hazardous substance" within the meaning of 42 U.S.C. § 9601 et seq. (CERCLA") or RCW 70.105D.010 et seq. ("MTCA");

3) 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 relating to a violation of environmental laws.

D. **Remediation.** If, at any time, there occurs, or has occurred, a release on the Protected Property of any material that is classified as a hazardous substance pursuant to law, Grantor agrees to take all steps necessary to assure its remediation, 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 "operator" with respect to the Protected Property within the meaning of CERCLA and MTCA.

F. **Indemnification.** Grantor hereby agrees to release and hold harmless, indemnify, and defend Grantee against all liabilities, claims, or judgments, 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, regardless of cause, unless due solely to the negligence of any of the Indemnified Parties; and

2) The representations and warranties in subsections A, B, C, and D of this Section.



## XII. 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, or involuntary conversion of all or any portion of the Protected Property subsequent to such termination or extinguishment, shall be determined in accordance with Subsection B, below.
- 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. 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 to the Recreation and Conservation for Outdoor Education's Salmon Recovery Funding Board (or successor fund) for use in acquiring property for salmon habitat recovery (or a 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;
  - 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.

### **XIII. 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.

### **XIV. ASSIGNMENT**

This Easement is transferable by mutual agreement of Grantor and Grantee, such agreement to not be unreasonably withheld, 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.

### **XV. 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.



## XVI. 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 XIII.
- 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.

## **XVII. SCHEDULE OF EXHIBITS**

A. **Baseline Documentation Summary**

B. **Stewardship Plan Summary**



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State of WA  
County of Skagit } SS:

I certify that I know or have satisfactory evidence Janet E. McRae the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument, on oath stated he/she/they are authorized to execute the instrument and is Chair of Skagit Conservation District to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

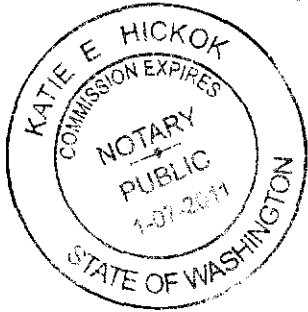
Date: 7-31-08

Katie E. Hickok

Notary Public in and for the State of Washington

Residing at Mt Vernon

My appointment expires: 1-7-11



200807310098  
Skagit County Auditor



**SKAGIT CONSERVATION DISTRICT**

**Board of Supervisors**

- Elizabeth Norton, Chair
- Janet McRae, Vice-Chair
- Mike Naylor, Secretary/Treasurer
- Paul Blau, Member
- Jerry Vander Veen, Member

**COOPERATIVE AGREEMENT**

This agreement is entered into by the Skagit Conservation District, *referred to hereinafter as the*

*"District"* and Larry + Jeannette Maksin  
Cooperator's Name  
*referred to hereinafter as the "Cooperator."*

**THE DISTRICT AGREES TO:**

1. Assist the Cooperator to plan, carry out and maintain a conservation plan for the renewable natural resources under his or her control.
2. Provide the Cooperator with
  - (a) technical assistance, and
  - (b) resource information and other planning assistance as is available and needed to apply conservation practices in keeping with the objectives and technical standards of the District.

**THE COOPERATOR AGREES TO:**

1. Use his/her renewable natural resources as mutually planned, and treat these resources within their limits and capabilities.
2. Maintain all structures established under the plan, and continue the use of all other conservation measures planned and put into effect.

**IT IS FURTHER AGREED THAT:**

1. This agreement becomes effective on the date of the last signature on this page, and may be terminated or modified by mutual agreement of the District and the Cooperator.
2. The provisions of this agreement are understood by both parties, and neither shall be liable for damage to the other's property from actions to carry out this agreement, unless such damage is caused by negligence or misconduct.

**WITNESS THE FOLLOWING SIGNATURES:**

[Signature] 2/15/08  
Cooperator's Signature Date

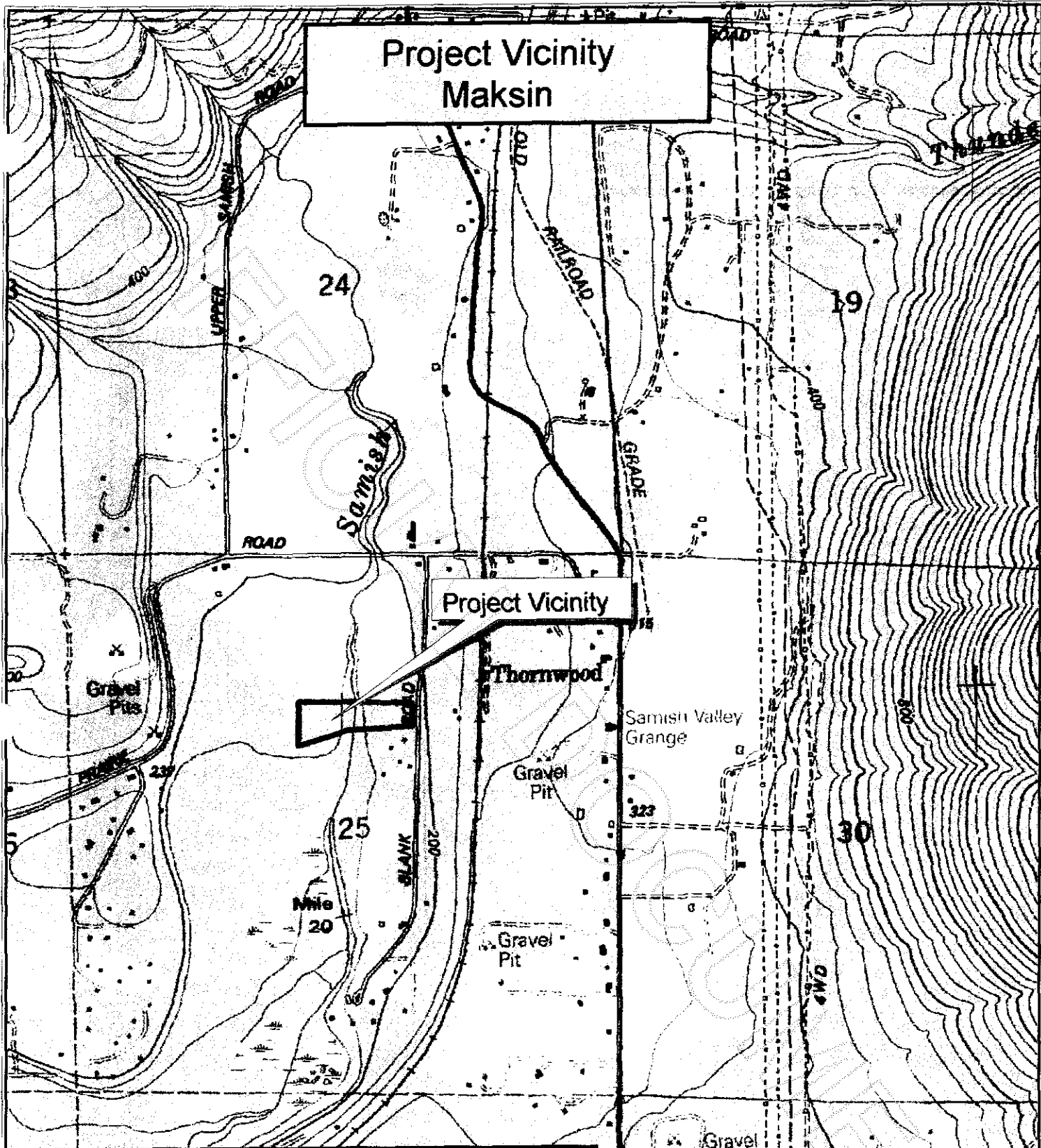
[Signature] 2.20.08  
District Representative's Signature (must be a Supervisor) Date



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Skagit County Auditor

# Project Vicinity Maksin

## Project Vicinity



Section 25, T 36N, R 4E



1320 0 1320 2640 Feet

Prepared with assistance from  
Skagit Conservation District  
7/12/07




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Skagit County Auditor

# Parcel Map Maksin

Proposed Easement  
Area ~ 3.4 Acres

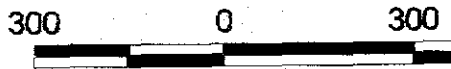
P49935

 Maksin Proposed Easment - 3.4 Ac.  
Maksin Parcel  
Hydro  
Parcels

Map Source:  
Aerial Imagery  
Data Provided by Skagit  
Conservation District  
Map Date:  
Skagit Conservation District



Section 25, R 4E, T 36N

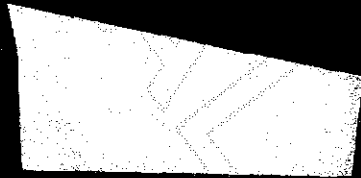


Map Date:  
Aerial Imagery  
Data Provided by Skagit  
Conservation District  
Map Date:  
Skagit Conservation District



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# Soils Map Maksin



Soils

- 34 - Cokedale silt loam
- 114 - Samish silt loam
- Maksin Parcel
- Hydro

Data Source:  
Soils: County GIS (NRCS  
Data) Developed By Skagit  
Conservation District  
Map Date:  
Soils: Conservation District

Section 25, R 4E, T 36N

300 0 300



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## EXHIBIT A

### Maksin Property Conservation Easement Baseline Documentation

#### I. Introduction

##### A. Location

The land referred to in this plan is situated approximately 4 miles north of Sedro-Woolley, Skagit County, Washington. Larry and Jeanette Maksin presently own the property. The legal description for the easement area is as follows:

##### Legal description of Area Encumbered by Permanent Conservation Easement

That portion laying west of the Samish River as it lays July 12, 2007 of TRACT 5 OF SURVEY NUMBER 111-76 RECORDED UNDER AUDITOR'S FILE NUMBER 840287 WHICH IS A PORTION OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER AND OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER.

SUBJECT TO and TOGETHER WITH easements, reservations, restrictions, covenants, liens, leases, court causes and other instruments of record.

Situate in the County of Skagit, State of Washington.

The property that will be burdened by the conservation easement lies in Skagit County tax parcel P49935, which is listed as 5.48 acres. The balance of total acreage to be included in the easement is 3.4 acres.

The property is accessed from Highway 9 by turning west on Prairie Road and then turning south onto Blank Road. The property is located at 4348 Blank Road.

##### B. General Property Description

The property is located in Section 25, Township 36 North, Range 4 East. The elevation of the property from the USGS map is 200 feet. The property is a long narrow rectangular shaped property that runs east and west. The Samish river splits the property in the middle running north and south. Length of river frontage is 163' for both the west bank and east bank of the Samish River. There is no access to the property on the west side of the Samish River which totals about 3.4 acres. The proposed easement area is the portion of the property west of the Samish River.

The topography is generally flat. The middle of the proposed easement area has a depression in it that is wet and has skunk cabbage growing there. This low area extends towards the west of the property where the only conifer in the proposed easement area are located, 2 cedar, a spruce and a hemlock.



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The proposed easement area is woodland. The woodland consists of mature alder, a few cottonwood, a maple, 2 cedar, a spruce and a hemlock. Understory plants include elderberry, salmon berry, sword fern and skunk cabbage.

*C. Purpose of Conservation Easement*

The Maksin's objectives for their property is to protect and enhance the wildlife value of their property and the surrounding area by placing 3.4 acres of the their property into a conservation easement.

The primary purpose of the Maksin property conservation easement is to assure that the subject property will remain predominately in it's natural condition, and to prevent and use of, or activity on, the subject property that will impair or interfere with its conservation values.

The conservation easement prohibits the following activities:

- General construction;
- Alteration of land;
- Alteration of water courses and their banks;
- Removal of trees and other vegetation;
- crop cultivation;
- waste disposal;
- signs;
- wildlife disruption;
- domestic animals;
- introduced non native vegetation;
- motorized watercraft and vehicles.

Exceptions to these prohibitions can be found in Section VI of the Conservation Easement.

**II. Natural Resources Inventory**

*A. Geology and Soils*

The Maksin property is located in the immediate floodplain of the Samish River. The site consists of alluvial deposition. The USDA Soil Survey of Skagit County Area, Washington describes the soils as Cokedale silt loam and Samish Silt loam.

*B. Climate*

According to the USDA Soil Survey of Skagit County Area, Washington, the average annual precipitation is about 45 inches, the average annual air temperature is about 50 degrees F, and the average frost-free season is 160 to 200 days.

*C. Vegetation*



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The property primarily consists of second growth forest dominated by hardwood species. Mature alder is the dominate hardwood species. There are one maple, and a few cottonwoods. The alder are beginning to deteriorate and die as they have reached their maturity. The site lacks a sufficient seed source for conifer to succession in after the alder die. There are a total of 4 conifers on the site, 2 cedar, 1 hemlock and 1 spruce. This conifer are mature trees but are isolated together at the far west end of the proposed easement are. The understory plants consist of elderberry, salmon berry, sword fern, and skunk cabbage. A small clump of Japanese knotweed is present along the bank of the Samish River in the Subject property.

*D. Fish and Wildlife*

Samish River has historically provided habitat to Chinook, Chum, Coho, Steelhead, and Cutthroat trout.

Songbirds and squirrels have been sighted on the property. Deer have also been seen on the property.

**III. Historic Land Use**

Much of the land surrounding the Subject property has been used as timber land and woodlot. The production of timber on this land is limited by muddiness caused by seasonal soil wetness. The seasonal high water table limits the use of equipment to dry periods. Trees are frequently subject to windthrow during periods when the soil is excessively wet and the winds are strong. The seasonal high water table reduces root respiration, which results in a low survival rate of seedlings.

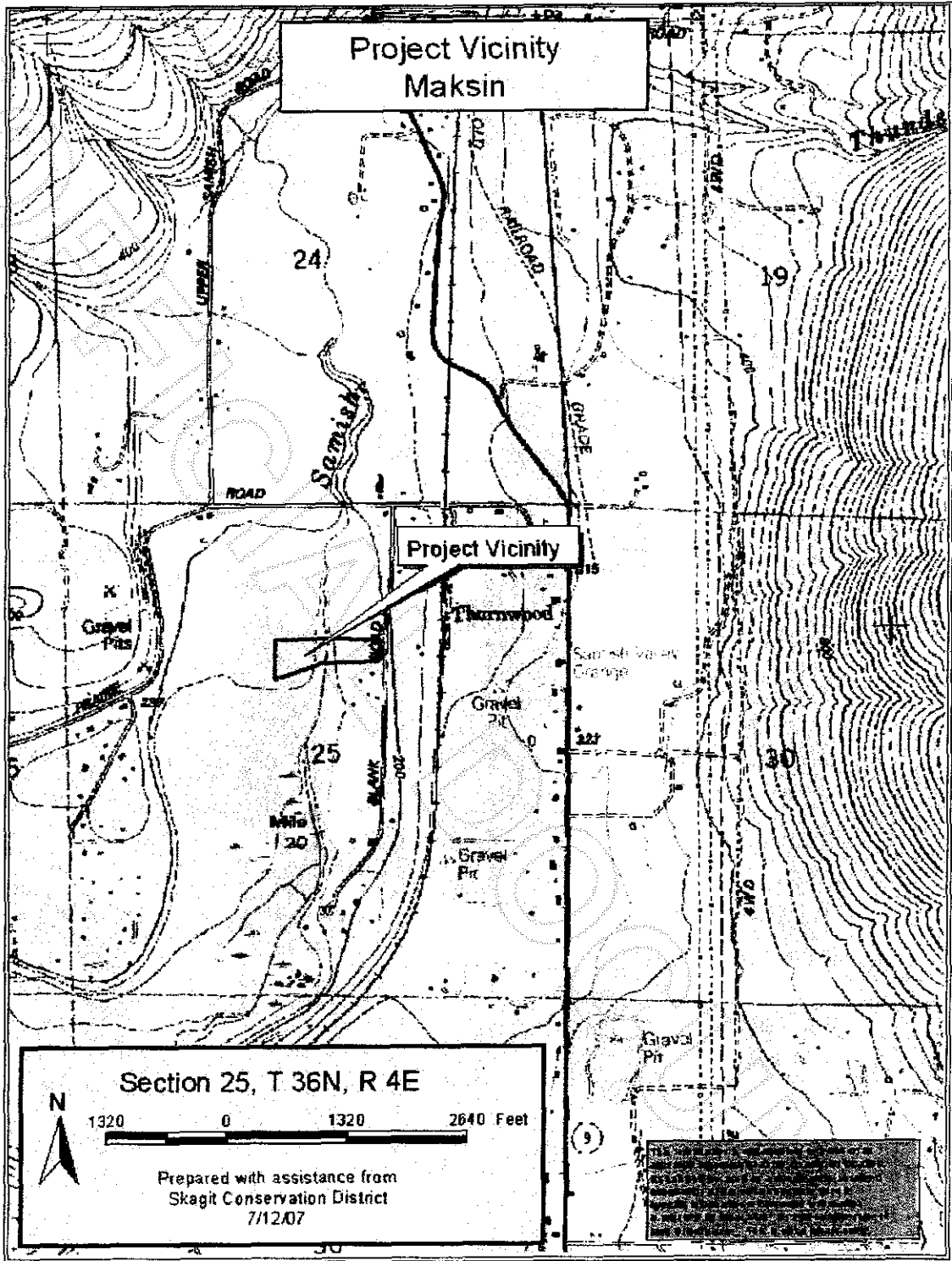
Currently, the main use for the property has been to maintain it as woodland and is used for recreational purposes.

**IV. Existing Land Use Plans**

The subject property is currently zoned "Ag-NRL." As part of the Grant Deed of Conservation Easement, the land will be re-zoned as "Open Space." The details are in Section VI of the Easement.

The Skagit Conservation District reserves the right to transfer the Conservation Easement to another suitable land steward in the future. The Skagit Conservation District's revegetation and management plans will be presented in detail in a Stewardship Plan for the site.





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# Parcel Map Maksin

Proposed Easement  
Area = 3.4 Acres

 Hydro  
Parcels

Section 25, R 4E, T 36N



300 0 300 600 Feet



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Looking west across Samish River at easement area (February 2006).



Looking west across Samish River at easement area (July 2007).



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Vegetation in Conservation Easement area, west of Samish River.



Vegetation in Conservation Easement area, west of Samish River.



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Small patch of knotweed growing along the Conservation Easement area.



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Opening in hardwood canopy in Conservation Easement area.



Looking downstream at the Conservation easement area.



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## EXHIBIT B

# STEWARDSHIP CONSERVATION PLAN Maksin Property – Sedro-Woolley, WA

### Table of Contents

<u>Section</u>	<u>Page</u>
Property Owner	2
Description of the Property	2
Objective and Purpose of the Plan	3
Resource Concerns/Critical Elements	4
Natural Resource Inventory	4
Restoration and Management Alternatives	5
Tree & Shrub Planting Plan	7
Operation & Maintenance	9

### Appendices

NWI Map  
Soil Interpretations  
CPA-52  
Tech. Note 14  
FOTG #391 Riparian Forest Buffer Standard  
FOTG # 490 Forest Site Preparation Standard  
FOTG #612 Tree Shrub Establishment Standard



**PROPERTY OWNER**

Larry and Jeanette Maksin  
4348 Blank Road  
Sedro-Woolley, WA 98284  
(360) 856-6451

**DESCRIPTION OF THE PROPERTY**

Legal description of Area Encumbered by Permanent Conservation Easement

That portion lying west of the Samish River as it lies July 12, 2007 of TRACT 5 OF SURVEY NUMBER 111-76 RECORDED UNDER AUDITOR'S FILE NUMBER 840287 WHICH IS A PORTION OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER AND OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER.

SUBJECT TO and TOGETHER WITH easements, reservations, restrictions, covenants, liens, leases, court causes and other instruments of record.

Situate in the County of Skagit, State of Washington.

Location

The property is located in Section 25, T 36N, R 4E, about 4 miles north of Sedro-Woolley, Washington. Access to the property is off Blank road shown in the Project Vicinity map.

Site Characteristics

The total acreage of the property is 5.48 acres according to the Skagit County Assessor. The property is split by the Samish River. The area encumbered by the Conservation Easement and subject to this Stewardship Plan is 3.4 acres and lies west of the Samish River. The length of the river frontage is 163' on the east bank of the Samish River. Elevation is approximately 200 feet. There are small knolls and swales, with relief varying no more than 5 feet throughout the property.

The property primarily consists of second growth forest dominated by hardwood species. Mature alder is the dominate hardwood species. There are one maple, and a few



Skagit Conservation District  
Stewardship Plan for the Maksin Property

cottonwoods. The alder are beginning to deteriorate and die as they have reached their maturity. The site lacks a sufficient seed source for conifer to succession in after the alder die. There are a total of 4 conifers on the site, 2 cedar, 1 hemlock and 1 spruce. The conifers are mature trees but are isolated together at the far west end of the easement area. The understory plants consist of elderberry, salmon berry, sword fern, and skunk cabbage. A small clump of Japanese knotweed is present along the bank of the Samish River in the Subject property.

Soil Types

*Cokedale silt loam (#34) – 2.6 acres (NRCS, Skagit County Soil Survey.)*

Site Potential Tree Height (SPTH) = 165 feet for Douglas fir. Wood production capability for Douglas fir is 176 cubic feet per acre per year at age 60 and 109 cubic feet per acre per year for red alder at age 40. Permeability of this soil is moderate to a depth of 16 to 35 inches and very rapid below this depth. Slope is 0 to 3 percent. The main limitation for the harvesting of timber is muddiness caused by seasonal soil wetness.

*Samish silt loam (#114) – 0.8 acres (NRCS, Skagit County Soil Survey.)*

Site Potential Tree Height (SPTH) = 85 feet for red alder. Wood production is 92 cubic feet per acre per year for red alder at age 40. Permeability of this soil is moderately slow. Slope is 0 to 3 percent.

**OBJECTIVES AND PURPOSE OF THE PLAN**

The landowner's objectives for their property are: 1) to place some of their property in a conservation easement to protect the property from any future landuse change or development; 2) attract more wildlife to their property; 3) control noxious weeds on their property.

This plan is developed to: provide information about the current condition of the property and its conservation values; implement the creation of a habitat conservation reserve; give recommendations for restoration and /or management alternatives; and provide technical guidance as specified by the NRCS Field Office Technical Guide (FOTG) Practice Standards.

**NATURAL RESOURCE INVENTORY (S.W.A.P.A.H.)**

*Soils*

The primary soils on the property are:  
Cokedale silt loam (34)

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Stewardship Plan for the Maksin Property

Samish silt loam (114)  
(Refer to NRCS soils information)

*Water*

The Samish River is a Type 1 water way according to Department of Natural Resources water classification. It contains Chinook, Chum, Coho, Steelhead and Cutthroat trout.

The area located of the west side of the river is listed as a [P] Palustrine, [FO] Forested, [C] Seasonally Flooded (PFOC) by the National Wetlands Inventory. (See explanation in appendix).

*Animals*

Wildlife and fish are present on the property. Protection and enhancement of the conservation area will increase and improve habitat diversity. The forested land and associated wetlands are an important food and habitat source for many species of fish, birds, animals and reptiles. The area will include areas of coniferous and deciduous trees, deciduous shrubs, and herbaceous plants. Wildlife attracted to there areas include song birds, woodpeckers, squirrels, raccoons, deer.

There are no livestock on the property or history of livestock use.

A list of endangered and threatened species for Skagit County is listed in the appendix.

*Air*

Air resource concerns and issues usually deal with outdoor burning, odor from animal waste and dust. There are no livestock or soil tillage occurring on the property.

*Plants*

The area on the west side of the Samish River is comprised mostly of red alder 12 to 24 inches DBH. The property primarily consists of second growth forest dominated by hardwood species. Mature alder is the dominate hardwood species. There are one maple, and a few cottonwoods. The alder are beginning to deteriorate and die as they have reached their maturity. The site lacks a sufficient seed source for conifer to succession in after the alder die. There are a total of 4 conifers on the site, 2 cedar, 1 hemlock and 1 spruce. This conifer are mature trees but are isolated together at the far west end of the proposed easement are. The understory plants consist of elderberry, salmon berry, sword fern, and skunk cabbage. A small clump of Japanese knotweed is present along the bank of the Samish River in the Subject property. The area is fully stocked with native vegetation (see Stocking Survey) but lacks a sufficient number of conifer.



*Human*

Cultural Resources are present within one mile of the project area. The State Department of Archaeology and Historic Preservation office has confirmed that the proposed project will have no effect upon cultural properties included in the National and State Registers of Historic Places and the Washington State Archaeological and Historic Sites Inventories. Thus, no historic properties are affected.

No pesticides will be used in the easement area to control noxious vegetation. All noxious vegetation will be controlled mechanically by hand.

**RESOURCE CONCERNS**

The primary natural resource concerns at the easement site are the following:

- Retention and enhancement of a riparian forest buffer along a salmon spawning stream.
- Improvement and protection of critical fish and wildlife habitat.
- Removal and control of noxious weeds.
- Protection of endangered species.
- Protection and enhancement of natural forest stands in hydrologic convergence zones.
- Allowing recreational access to the landowners.

**MANAGEMENT ALTERNATIVES**

The following site restoration and management options were evaluated by the landowners and Skagit Conservation District. The landowners chose option #1 as the preferred option.

Option #1. Sale of permanent conservation easement and establish a conifer component to the easement area.

The site will be converted into a permanent conservation easement. The land will be protected from future land use changes and remain in valuable fish and wildlife habitat. This section includes site preparation (FOTG #490) and treatments to facilitate planting of trees and shrubs (FOTG #612). By following techniques to prepare the land you will be able to: establish a stand of trees, improve wildlife habitat. Conserve soil and water, and improve the watershed. The establishment of desirable, adaptive trees for long term benefits will help to control invasive vegetation and reduce competition for available nutrients and moisture. Noxious weeds will be controlled mechanically, no pesticides will



Skagit Conservation District  
Stewardship Plan for the Maksin Property

be used. Seedling protection measures (FOTG #612-3) will reduce the hazard of rodent and deer damage to newly establish tree plantings. Please refer to these NRCS practice standards for descriptive details.

A planting design shows the approximate location and tree species type well suited for the area. Implementation of the planting design should achieve 100 percent of the riparian forest functions. Refer to "NRCS Biology Technical Note 14", Evaluation Summary for planned RMS levels. See Record of Decisions for implementation schedule of these practices.

Option #2. Leave area as is and control noxious weeds, with easement. The land would be protected from future land use changes and remain in valuable fish and wildlife habitat. The area would be managed to control present noxious weeds consisting of Japanese knotweed. This options does not provide and additional wildlife habitat value.

Option #3. Do nothing, no easement and no control of noxious weeds. This option would not protect the area against future development or land use changes. Noxious weeds would be allowed to remain and potentially spread.



## TREE AND SHRUB PLANTING DESIGN

Conifer trees would be planted within the existing stand of trees to compose a diverse forest structure that will provide greater fish and wildlife habitat and replace open areas where alder have died to prevent noxious weeds.

While the stocking survey indicates that the site on the west side of the Samish River is fully stocked (see Stocking Survey) there are some open areas in the canopy, where mature alder have died where native vegetation could be established.

Conifer will be planted in these open areas only on higher ground. Do not plant conifer where skunk cabbage is growing. Desired species are western red cedar (*Thuja plicata*) and Sitka spruce (*Picea sitchensis*). Western red cedar is more shade tolerant than sitka spruce. Site prep will consist of removing any non native vegetation and salmon berry by scalping the ground in a 3' radius around where the conifer is to be planted. Conifer trees will be planted by hand with planting shovel (See planting techniques). Approximately 75 conifer will be required. Annual control of salmonberry will be needed until conifer reach the height of the surrounding salmonberry.

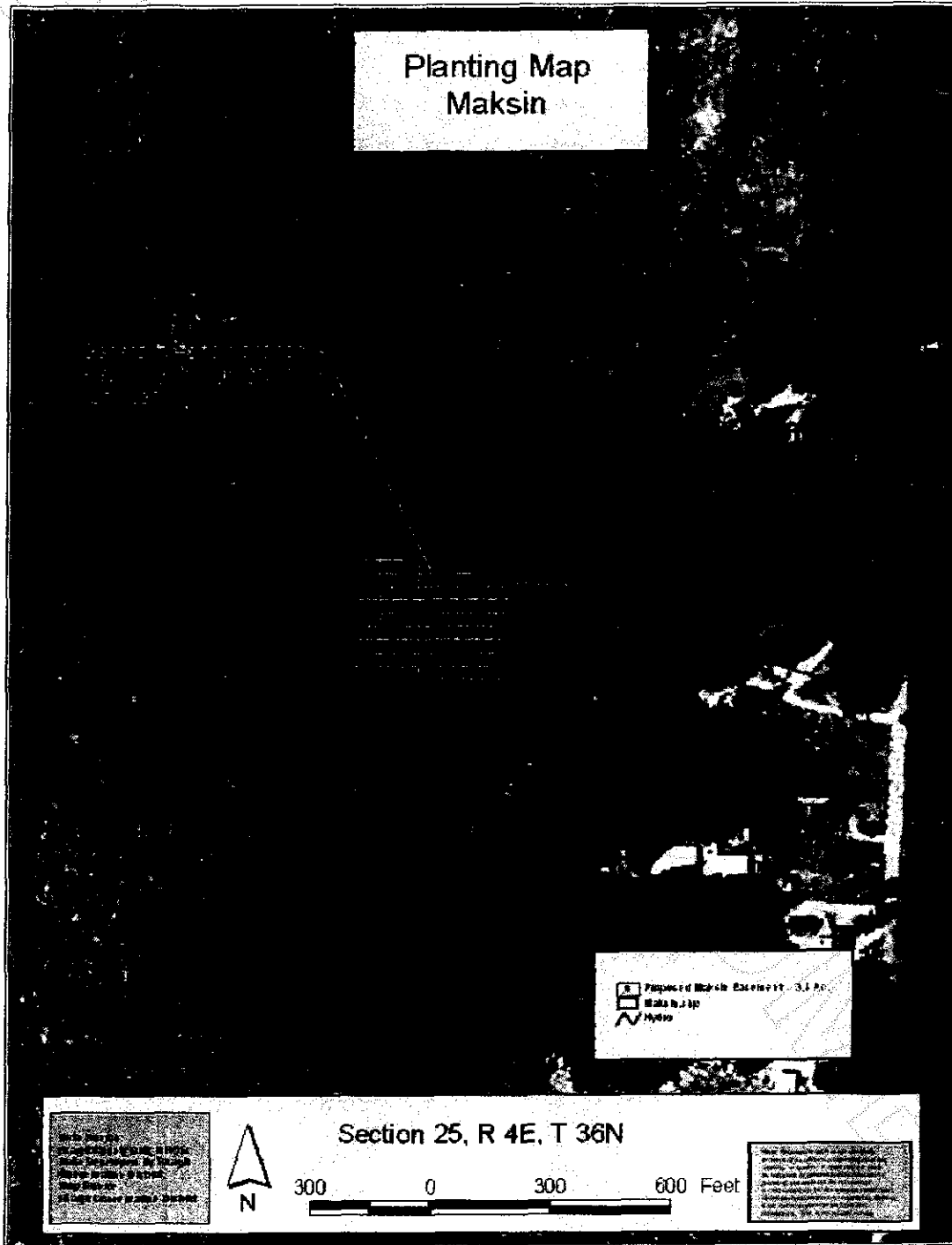
Tree seedlings must exceed the following size requirements: *caliper 3/8 inch (measured 1 inch above the root collar), plus minimum 18 inch shoot height, plus minimum 8 inch root length, plus a shoot to root ratio of at least 2:1. Seedlings must be from seed zone 202 or 403.*

Tree shelters may be needed to protect seedlings from animal damage. This plan recommends using tree shelters immediately after planting.

Planting shall only be done in the fall (October through November) or early spring (March through April) when enough soil moisture is present to support the seedlings. Do not plant seedlings in frost or freezing weather.



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Stewardship Plan for the Maksin Property



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UNITED STATES DEPARTMENT OF AGRICULTURE  
NATURAL RESOURCES CONSERVATION SERVICE  
SKAGIT CONSERVATION DISTRICT  
MOUNT VENON, WASHINGTON

OPERATION AND MAINTENANCE PLAN

COOPERATOR: Larry and Jeanette Maksin      Date: October 2001

LOCATION OF PRACTICE: Samish river 4 miles north of Sedro-Woolley, WA.

Properly maintaining your woody vegetation planning is important to its long term success. This proactive will require you to perform periodic operation and maintenance to maintain satisfactory performance. Here are the guidelines to help you implement a food operation and maintenance program.

GENERAL GUIDELINES

- The buffer will be inspected monthly and protected from adverse impacts, such as livestock or wildlife damage, fire, equipment operations. 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 buffer.
- Inspect the treated area monthly to assess need to repair, replace, remove, or adjust physical barriers.
- Tree protectors may need annual replacement or adjustment until trees grow beyond the reach of browsing animals.
- Any areas treated with chemical repellants, biological agents, or pesticides should be inspected 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. Evaluate the need for continued vegetation control measures semi-annually.
- Inspect tree shelters monthly. Check for deer, rodents, and beaver damage.
- Protect seedlings from livestock, foot traffic, recreation, and other activities that may cause damage.



## TREE & SHRUB PLANTING SPECIFICATIONS

### Definition:

The establishment of desirable, adaptive trees for long term benefits of fish habitat, wildlife habitat, water quality, controlling soil erosion, and recreation.

### Purpose:

To provide proper stocking density of desirable, adaptive tree species and assure survival of stock.

### Specifications:

1. **KEEP TREE ROOTS MOIST.** Seedling survival will be best when planting on rainy cool cloudy days; avoid planting on dry, windy days when the humidity drops below 32%. With bare-root stock be especially careful to keep roots covered with wet moss, sawdust, or soil until planted. Seedling can also be rolled in wet burlap to be kept moist. Roots may be damaged by exposure to dry air for even short periods.
2. **KEEP TREE SEEDLINGS COOL.** Refrigeration can be used until trees are planted. Nursery seedlings can be kept in sealed packages for up to 3 months if kept cool, moist, and refrigerated at 34 degrees F. Seedling kept longer can be "heeled in" to temporary transplant beds. Do not expose bags or boxes to direct sun.
3. **PLANT TREES IN EARLY SPRING OR LATE WINTER.** Trees can be planted whenever trees are dormant, the ground is exposed but unfrozen, and soil moisture is good. Fall and early winter planting risks frost heaving damage, especially on soils with high moisture content, heavy texture, and cold temperatures.
4. **TREES SHOULD NOT BE PLANTED WITH HEAVY PLANT COMPETITION.** Grass sod should be eliminated from at least a 15 inch radius circle around seedlings. Brush should be controlled where it has the potential to overtop the seedlings. Mechanical and chemical controls are both acceptable methods. Herbicide application should always be done following label directions.
5. **PLANT TREES AT PROPER DEPTH.** A color change at the root collar indicates the proper depth. Roots should never be exposed nor should branches be buried. It's better to plant slightly deep, about one half inch below the root collar, than to plant too shallow.
6. **ROOTS SHOULD EXTEND DOWNWARD THEIR ENTIRE LENGTH.** Avoid cramping, tangling, or "J" rooting seedling.
7. **CAREFULLY FIRM SOIL AROUND SEEDLINGS.** Avoid leaving loose soil that can form air pockets around roots.
8. **PLANT TREES IN PROTECTED SPOTS.** Select good micro-sites. These are next to stumps, logs, or debris which provide protection from wind and sun. Seedling must be planted into moist mineral soil.
9. **AFTER PLANTING CHECK SURVIVAL AND FOR PLANT COMPETITION, DAMAGE FROM ANIMALS, INSECTS, OR DISEASE.** Erect physical barriers where animals are causing damage to seedlings. Physical barriers include: budcaps, solid wall tree protectors, tubes, and



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Landowner: **Maksjin**

**Restoration Cost Estimates**

Vegetation Unit 1 - **Escarpment area/CHU - 3.4 Acres**

Acres to be planted: **1.9**  
 Total Trees and Shrubs Required: **75**

	To be planted	Total Requirements	Existing Per Acre	Total Trees Per Acre
Conifer Trees :	75	75	0	75
Hardwood Trees :	0	0	0	200
Woody Shrubs :	0	0	550	550
Totals :	75	75	750	825

Component Description	Units	Estimated Cost	Total Cost
Site Prep	each	\$2.00	\$150
Tree & Shrub Cost	each	\$2.00	\$150
Planting Cost	each	\$1.00	\$75
Bud caps - Conifers only	each	\$0.20	\$0
Seedling Protectors - Purchase and installation	each	\$2.00	\$150
Permanent Fencing	feet	\$0	\$0
<b>Totals</b>			<b>\$525</b>

These are cost estimates for the implementation of the planting design.



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# 391-Riparian Forest Buffer

## Conservation Practice Specification Job Sheet

Natural Resources Conservation Service, Washington

391-WA-JS

JANUARY 2007

Client:



NRCS Photo

### Riparian Forest Buffer

An area of predominantly trees and/or shrubs located adjacent to and up-gradient from watercourses or water bodies.

### Purposes

This practice may be applied as part of a conservation management system to accomplish one or more of the following purposes.

- Create shade to lower water temperatures to improve habitat for aquatic organisms
- Create or improve riparian habitat and provide a source of detritus and large woody debris
- Reduce excess amounts of sediment, organic material, nutrients and pesticides in surface runoff and reduce excess nutrients and other chemicals in shallow ground water
- Reduce pesticide drift entering the water body
- Restore natural riparian plant communities
- Increase carbon storage in plant biomass and soils

### Condition Where Practice Applies

Riparian Forest Buffers are applied on areas adjacent to permanent or intermittent streams, lakes, ponds, wetlands. They are not applied to stabilize stream banks or shorelines.

### Conservation Management System

Riparian Forest Buffer is the key component of a conservation management system in woody riparian buffer zones. A diversified riparian area is key in

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maintaining or improving ecological conditions and providing habitat for wildlife. Other facilitating and accelerating practices may be utilized in the system to treat other identified resources concerns.

### Plans and Specifications

Plans and specifications will be developed in each field or management unit where the practice will be applied. The plan and specifications will include:

- Site preparation requirements
- Tree or shrub species to plant
- Number of tree/shrubs to plant
- Control of vegetation in years 2-3+
- Protection needs for tree/shrubs
- Location of tree/shrubs being planted
- Practices to control off-site erosion influences
- Livestock exclusion, if applicable
- Other facilitating practices, as needed

If the landscape varies enough for the need to require different plants, site preparation, etc., they will be identified and treatment described.

### Operation and Maintenance

All operations will comply with applicable federal state laws, and local laws and regulations during the installation, operation, and maintenance of the practice.

The area of treatment will be periodically inspected and protected from adverse impacts from insects, disease, livestock, wildlife and fire damage.

Competing vegetation will be controlled until the desired species are well established or have grown above the competition.

Trees/shrubs shall be replanted to maintain adequate stocking to accomplish the intended purpose.

Removal, incorporation, bio- or photo-degradation of tree protective devices and associated materials shall be consistent with the intended purpose and site conditions.



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Natural Resources Conservation Service, Oregon

**RIPARIAN FOREST BUFFER SPECIFICATION SHEET**

Client/Operating Unit:	Maksin	Tract:		Farm No.:	
Farm/Ranch Location:	Blank Road	Field No.:		Program:	
Specifications Date:		Planned Installation Date:		3/08	
Other Identifying Data:					

**Installation shall be in accordance with the following specifications, drawings, and other requirements. NO CHANGES ARE TO BE MADE IN THE SPECIFICATIONS WITHOUT PRIOR APPROVAL BY AN AGENCY REPRESENTATIVE.**



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Natural Resources Conservation Service

**RIPARIAN FOREST BUFFER SPECIFICATION SHEET**

Practice Purpose (check one or more that apply)			
<input checked="" type="checkbox"/>	Create shade to lower/maintain water temp.	<input type="checkbox"/>	Reduce pesticide drift into a water body
<input checked="" type="checkbox"/>	Provide detritus and large woody debris	<input checked="" type="checkbox"/>	Restore riparian plant community
<input type="checkbox"/>	Increase carbon storage in plants/soil	<input type="checkbox"/>	Other:
<input type="checkbox"/>	Reduce Excess Sediment, O.M., Nutrients, Pesticides in surface runoff and Other Chemicals in Shallow Groundwater Flow *		

Buffer Prescription
Describe the treatment needed for each side. Note hydrology of site for selection of woody species. When different treatments are needed on each side, identify by widths, areas, or location and describe each treatment. Right and left sides are determined by looking upstream
Right Side Treatment*: <i>Conifer will be planted to improve riparian area and recruit LWD.</i>
Left Side Treatment*: <i>No treatment</i>
*minimum width is 35 feet if excess sediment, nutrients, pesticides are in surface waters and excess nutrients and other chemicals are in shallow ground water flow.
Buffer length (ft): <i>163'</i>
Additional Information:

SITE PREPARATION shall be completed PRIOR to seedling establishment. Follow 490-Tree/Shrub Site Preparation job/specification worksheet for site preparation requirements.

Tree/Shrub Requirements				
Tree Specie	Location to Plant <sup>1</sup>	Ave. Tree Spacing	Trees/Ac	No. of Trees/ Stock Type <sup>2</sup>
<i>Cedar</i>	<i>Plant on high ground in open areas of canopy</i>	<i>25'</i>	<i>75</i>	<i>75 / ba</i>
				<i>/</i>
				<i>/</i>
				<i>/</i>
				<i>/</i>
Shrub Specie	Location to Plant <sup>1</sup>	Ave Shrub Spacing	Shrubs/Acre	No. of Shrubs/ Stock Type <sup>2</sup>
				<i>/</i>
				<i>/</i>
				<i>/</i>
				<i>/</i>
				<i>/</i>

<sup>1</sup> - Describe location where plants will be planted (i.e. at bank edge, 0-15 feet from bank, etc.)  
<sup>2</sup> - ba-bareroot, pl-plug, co-containerized, cu-cutting

Additional Planting Information: *Most trees should be western red cedar but up to 25 of the 75 conifers may be sitka spruce.*

Chemical Use: If chemicals are planned to control competing vegetation, at any time, the chemical(s) will be evaluated with the WIN-PST program. A rating of intermediate or higher will require mitigation through the use of the Pest Management specification. Attach the hazard ratings to the specification worksheet.



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**RIPARIAN FOREST BUFFER SPECIFICATION SHEET****SEEDLING AND PLANTING INFORMATION**

Select seedlings from the appropriate seed zone and elevation or a geographic area of similar climate within an elevation of 500 feet higher or lower and within 100 miles north to 100 miles south of the planting site. Stock for introduced species must be from a proven, adapted source.

**SEEDLING INSPECTION:** While at the nursery or before accepting delivered seedlings, check that seedlings match what's specified on the order. This information should be printed on the container. Open several packages at random. While protecting exposed seedlings from drying, check for the following signs of damage:

- Dry roots
- White tip roots
- Swollen or burst buds
- Presence of mold on needles or stems
- Presence of sour odors
- Physical damage to seedlings
- Seedlings frozen in a solid block of ice
- Ripped or crushed bags or boxes exposed to circulating air

Remove a few seedlings from each opened package and strip areas of bark along the roots and stem with a fingernail or knife edge to reveal the woody tissues. The cambium layer of the stem must be green and moist with a light-colored sapwood beneath. Moist and consistently light colored woody tissue should be found along the stripped root.

**DO NOT ACCEPT DAMAGED SEEDLINGS:** The seedlings must be alive, dormant, and disease free. Immediately contact the nursery staff for further instructions.

**TEMPORARY STORAGE INSTRUCTIONS:** Bareroot seedlings and cuttings may be stored for up to 7 - 10 days at temperatures from 36 to 45 degrees F. If snow is available storage can be provided by constructing a cavity for the packaged seedlings (on a north facing slope or under shade if possible). If planting has to be delayed or cold storage is not available, unpack bareroot seedlings and "heel in": 1) Dig a V-shaped trench in a moist, shady place; 2) Break bundles and spread seedlings out evenly, 3 or 4 thick, in an upright position to a depth equal to the root collar; 3) Fill in with loose soil, and water; 4) Complete filling in soil and pack firmly. Store container plants in a cool area. Unrooted cuttings and whips can be soaked in cold water (lower 1/3 to 1/2 is sufficient) for 48 hours prior to planting to enhance root formation.

**SITE PREPARATION:** Clear the planting area to mineral soil. Size of clearing must be large on sites with heavy grass or herbaceous cover. Follow specific instructions on the [490-Tree/Shrub Site Preparation job/specification worksheet](#).

**CARE AT PLANTING TIME:** Keep seedlings roots moist at all times after removal from shipping packages or heel-in trench. At the field site store seedlings in the shade or under a reflective space blanket. Do not use canvas to protect seedlings from solar heating. Use suitable container (bucket, bag, or planting tray) for carrying the trees during the planting operation. Keep wet material around roots to prevent their damage through exposure. Never carry a handful of trees exposed to the sun and wind. Take one tree at a time from the container and plant it immediately. Trim excessively long roots with a sharp hatchet, machete, shears, or scissors. Do not tear or rip roots.

**TIMING OF PLANTING:** Avoid planting on hot, windy days. Planting site must be free of snow and the soil frost-free. Do not carry more seedlings than can be planted in 1 hour (warm, windy, dry day) to 2 hours (calm, humid day). Utilize debris and stumps to provide shade for newly planted seedlings wherever possible.



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**RIPARIAN FOREST BUFFER SPECIFICATION SHEET****PLANTING METHODS:**

**Bareroot Seedlings** - Open a hole or slit deeper than the root size to be planted to accommodate the root system with all roots pointing down (no "J" or "L" shaped roots). Plant seedlings slightly deeper than they grew in the nursery (indicated by a change in bark characteristics) with roots naturally positioned. Do not twist or bunch roots. In slit planting, push the tree down to the bottom of the slit, then with a shaking motion, raise it gently back to the correct level. While holding the tree in an upright position, at the correct depth, bring loose, moist soil in around the root system. Do not let dry soil or surface litter fall into the hole. When the slit or hole is filled, pack the moist soil down firmly. No roots should be exposed or foliage covered.

**Plugs** - Plugs are easily planted due to their shape. Plugs are grown in cylindrical containers. Larger size plugs, i.e. 20 cubic inch, have larger root systems and grow quickly. Open a hole and place plug in hole at the same depth as grown in the container. Place moist soil around the plug and pack. Firm up soil completely around plug. An optional, slow release fertilizer can be placed in the bottom of the planting whole. Make sure that initially there is no contact between the fertilizer and seedling roots.

**Un-rooted Cuttings** - For un-rooted cuttings and whips open a hole or slit deep enough to allow cuttings to be inserted so at least 1/2 - 2/3 of the cutting length is below ground. Insert cutting vertically with buds pointing up, insuring that one to three bud remain above ground. Firm the soil around the cutting so good contact with the soil is obtained. An optional, slow release fertilizer can be placed in the bottom of the planting whole. Make sure that initially there is no contact between the fertilizer and seedling roots.

**Containerized** - Containerized plants are best planted in the spring, summer and fall. Dig a hole at least 50 percent wider than the container. Plant the root ball top at or just below natural ground level. Root-bound plants should have the root system slit and flared out over a mound of soil in the planting hole. Cut off any long roots before planting. If more than 20% of the root system is cut off, remove (proportionately) the same amount of leaf area. Refill hole with soil and pack well to remove air-pockets. If available, water plants. Prune off diseased or damaged branches, suckers, etc.

**MOISTURE CONSERVATION:** Control competing vegetation for a minimum of 2 years after planting, using one of the following methods.

**Mechanical** - Use a hoe, shovel, brush cutter or chainsaw to control all competing vegetation in the immediate area (3 foot minimum diameter) of the seedling. Repeat as necessary to

**Chemical** - Apply herbicides according to label directions. The herbicide selected must be formulated and registered for use on forestland. Consult a local weed specialist for rates, timing and restrictions. Repeat as often as needed to control competing vegetation. Treat all vegetation within 1.5 ft of the seedling (3 ft. diameter). Run WIN-PST and attach hazard ratings for selected chemical (s).

**Mulch** - Spread mulch material (paper, plastic, geotextile, etc.) around the base of seedling for a minimum of 1.5 radius around the seedling. See Mulching Specification #484 and complete spec. sheet if using mulch.

**SEEDLING PROTECTION** - Where browsing pests damage seedlings, seedlings will be protected. Protection techniques will be commensurate with the pest causing damage. Acceptable methods include fencing, tree tubes, bud caps, repellants, and whole tree protectors.

**Additional Specification Requirements and Operation and Maintenance;**

*Follow tree specifications and O&M plan in planting design.*



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Natural Resources Conservation Service

**RIPARIAN FOREST BUFFER SPECIFICATION SHEET****DESIGN AND INSTALLATION/LAYOUT APPROVAL:**

I have job approval authority and certify this practice has been designed with specifications to meet the conservation practice standard and that the client has been advised of installation and layout elements:

NRCS Representative name and title (type or print):	Joe Holtcamp - GIS/KREP Coordinator Skagit CD	
NRCS Representative Signature:	Joe Holtcamp SCD	Date: 7-17-07

**LANDOWNER/OPERATOR ACKNOWLEDGES:**

- They have received a copy of the specifications and understand the contents including the scope and location of the practice.
- They have obtained all necessary permits and/or rights in advance of practice application, and will comply with all ordinances and laws pertaining to the application of this practice.
- No changes will be made in the installation of the job without prior concurrence of the NRCS.
- Maintenance of the installed work is necessary for proper performance during the life of the practice. The practice life is 15 yrs.

I have reviewed all specifications and agree to install as specified:

Landowner/operator name and title (type or print):	X Larry Maksid	
Landowner/operator Signature:	X [Signature]	Date: 7/8/08

**RECORD OF COMPLETION AND CHECK OUT CERTIFICATION:**

Units ( )	Date Completed by Client:	Date Certified:	Approver's Initials:

I have job approval authority and certify this practice has been applied and meets design specifications:

NRCS Representative name and title (type or print):		
NRCS Representative Signature:		Date:
Notes:		



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**RIPARIAN FOREST BUFFER SPECIFICATION SHEET**

Notes con't:

[Empty rectangular box for notes]

UNOFFICIAL DOCUMENT



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Washington

# FOREST SITE PREPARATION

## Conservation Practice Specification 490

APRIL 2003

Client/Operating Unit:	Maksin	Tract:		Farm No.:	1	Field No.:	1
Farm/Ranch Location:	Prairie	County:	Skagit	SWCD/HU Code:		Date:	7/16/07
Program:	Conservation easement acquisition	Contract Item #:		Planned Installation Date:	2008		

**IT SHALL BE THE RESPONSIBILITY OF THE OWNER TO OBTAIN ALL NECESSARY PERMITS AND/OR RIGHTS, AND TO COMPLY WITH ALL ORDINANCES AND LAWS PERTAINING TO THIS INSTALLATION.**

Installation shall be in accordance with the following drawings, specifications and special requirements. NO CHANGES ARE TO BE MADE IN THE DRAWINGS OR SPECIFICATIONS WITHOUT PRIOR APPROVAL OF THE NRCS TECHNICIAN.

1. Drawings, No. 8See planting map

2. Soil or Suitability Group: \_\_\_\_\_

3. Acres to be Treated: 1

4. Site Preparation Method: Site prep will consist of scalping the planting areas by hand

to remove competing vegetation. Planting areas should be chosen

where noxious weeds exist and or we vegetation is absent and on higher ground where there are openings in the canopy of the existing hardwoods.

An area measuring 3' by 3' should be scalped free of competing vegetation for each planting site.

5. Work shall be performed within the period: March - November

6. Special Requirements: \_\_\_\_\_



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**PRACTICE APPROVAL:**

Job Classification:

Show the limiting elements for this job.

This job is classified as, Class \_\_\_\_\_

Limiting elements:	Units
Area to be treated	1 _____ ac
Slope	1-3 _____ %
_____	_____
_____	_____

Area Improved = 1 \_\_\_\_\_ acres

**LANDOWNER'S/OPERATOR'S ACKNOWLEDGEMENT:**

The landowner/operator acknowledges that:

- a. He/she has received a copy of the drawings and specifications, and that he/she has an understanding of the contents, and the requirements.
- b. He/she has obtained all the necessary permits.
- c. No changes will be made in the installation of the job without prior concurrence of the NRCS.
- d. Maintenance of the installed work is necessary for proper performance during the project life.

**PRACTICE COMPLETION:**

I have made an on site inspection of the site (or I am accepting owner/contractor documentation), and have determined that the job as installed does conform to the drawings and practice specifications.

Completion Certification by:

PLANNER \_\_\_\_\_

DATE \_\_\_\_\_

I HAVE REVIEWED THIS PLAN AND AGREE TO INSTALL AS DESIGNED.

COOPERATOR \_\_\_\_\_

DATE \_\_\_\_\_



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Washington

# TREE/SHRUB ESTABLISHMENT

## Conservation Practice Specification 612

APRIL 2003

Client/Operating Unit: Maksin

Tract:

Farm No.: 1

Field No.: 1

Farm/Ranch Location: Prairie

County:

Skagit

SWCD/HU Code:

Date: 7/16/07

Program: Conservation easement acquisition

Contract Item #:

Planned Installation Date: 2008

**IT SHALL BE THE RESPONSIBILITY OF THE OWNER TO OBTAIN ALL NECESSARY PERMITS AND/OR RIGHTS, AND TO COMPLY WITH ALL ORDINANCES AND LAWS PERTAINING TO THIS INSTALLATION.**

Installation shall be in accordance with the following drawings, specifications and special requirements. **NO CHANGES ARE TO BE MADE IN THE DRAWINGS OR SPECIFICATIONS WITHOUT PRIOR APPROVAL OF THE NRCS TECHNICIAN.**

Drawings, No. See planting map.

Associated Practice Specifications: 391, 490

Soil or suitability group:

Acres to be planted:~ 1

Spacing: Conifers – 25x25'

Species: Western red cedar/sitka spruce

Amount/ac 75

Species:

Amount/ac

Species:

Amount/ac

Species:

Amount/ac

Total number of Trees per acre: 75

Planting shall be performed within the period: March-April, or October-November

Handling and Maintenance Requirements: See attached Tree Handling and Planting sheet.



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# TREE/SHRUB ESTABLISHMENT

## Conservation Practice Specification 612

APRIL 2003

### PRACTICE APPROVAL:

Job Classification:

This job is classified as, Class

Show the limiting elements for this job.	Units
Area to be treated:	1 ac
Land slope:	1-3 %
Plant Quality:	caliper 3/8 inch (measured 1 inch above the root collar), plus minimum 18 inch shoot height, plus minimum 8 inch root length, plus a shoot to root ratio of at least 2:1. Seedlings must be from seed zone 202 or 403.

### LANDOWNER'S/OPERATOR'S ACKNOWLEDGEMENT:

The landowner/operator acknowledges that:

- He/she has received a copy of the drawings and specifications, and that he/she has an understanding of the contents, and the requirements.
- He/she has obtained all the necessary permits.
- No changes will be made in the installation of the job without prior concurrence of the SCD/NRCS.
- Maintenance of the installed work is necessary for proper performance during the project life.

I HAVE REVIEWED THIS PLAN AND AGREE TO INSTALL AS DESIGNED.

COOPERATOR

DATE

### PRACTICE COMPLETION:

I have made an on site inspection of the site (or I am accepting owner/contractor documentation), and have determined that the job as installed does conform to the drawings and practice specifications.

Completion Certification by:

PLANNER

DATE



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# TREE/SHRUB ESTABLISHMENT

## Conservation Practice Specification 612

APRIL 2003

Diagram 1

### Heeled In

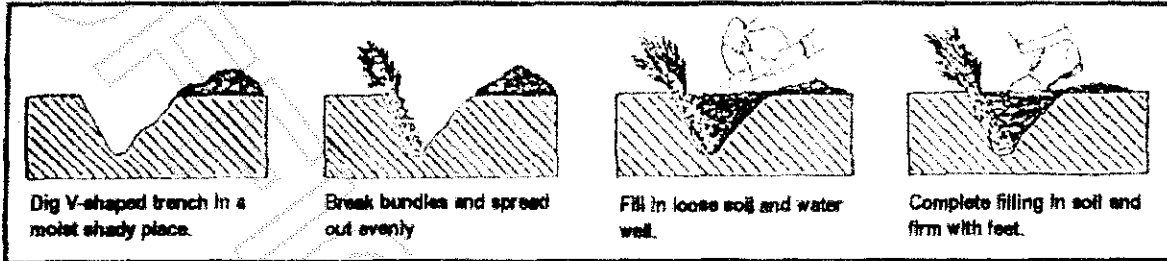
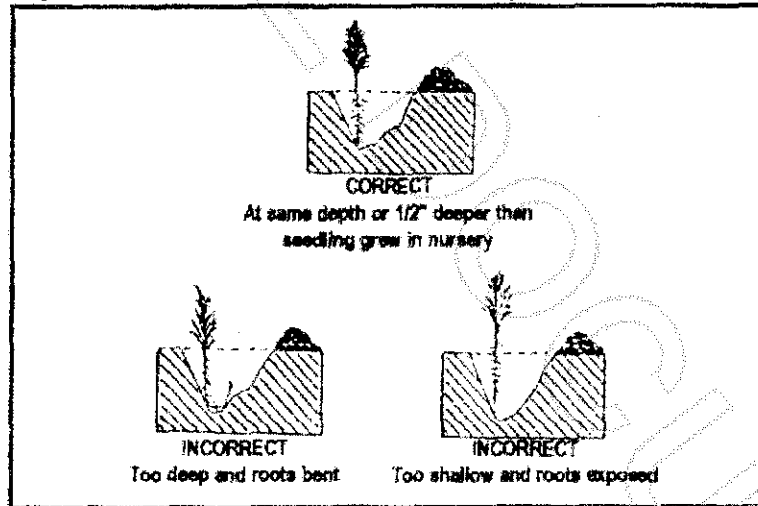


Diagram 2

### Correct and Incorrect Depths



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basil wrap.

10. SEEDLINGS: It is important that the tree seedlings are climatically adapted to your property, i. e. that they are from the correct tree seed zone. Refer to the attached "Tree Seed Zone Map". If seedlings are unavailable, use another nearby zone having a similar climate.

Purchase the largest tree seedling stock that you can find - larger stock will get up above the brush quicker and will be more able to withstand deer browse. 2-1 or 1-2 or plug-1 tree stock would be preferable to 2-0. The care and handling of trees seedlings prior to planting and tree planting technique are very important.

11. PLANTING DESIGN: Refer to maps on planting locations. Generally, conifers should not be planted closer than 10' X 10'. Shrubs should be inter-planted between conifers. Hardwoods can be planted from 8 to 12 foot spacing. Careful selection of micro-sites and prepared planting spots will determine planting scheme. Utilize best micro-sites for planting. Design is random.

12. PLANTING COST ESTIMATES: Refer to attached spread sheets for each planting unit.



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## Conservation Plan

**Larry and Jeanette Maskin**  
**4348 BLANK ROAD**  
**SEDRO WOOLLEY, WA 98284**

Objective(s)

Maksin Objectives:

1. Protect existing property from future land use change and/or development.
2. Control noxious weeds in the CMU.
3. Provide better wildlife habitat in the CMU.

**Forest**

**CMU 1 - 3.4 Acres**

**Forest Site Preparation**

Prepare land for establishing woody species by controlling and/or removing weeds, or otherwise altering the site conditions to favor tree establishment by natural or artificial methods.

Field	Planned Amount	Month	Year	Applied Amount	Date
1	3.4 ac	3	2008		
Total:	3.4 ac				

**Riparian Forest Buffer**

Create or maintain an area of trees and/or shrubs adjacent to water bodies.

Field	Planned Amount	Month	Year	Applied Amount	Date
1	3.4 ac	7	2007		
Total:	3.4 ac				



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**Tree/Shrub Establishment**

Establish conifers in hardwood overstory. A total of 75 conifers will be planted in open areas of current hardwood overstory canopy.

Field	Planned Amount	Month	Year	Applied Amount	Date
1	3.4 ac	3	2008		
<b>Total:</b>	<b>3.4 ac</b>				

**CERTIFICATION OF PARTICIPANTS**

*[Signature]* 7/8/08  
 Larry and Jeanette Maksin Date

**CERTIFICATION OF:**

SCD - GIS/CREP Coordinator  
*[Signature]* 7-8-08  
 Joe Holtcamp Date

Skagit Conservation District (SCD)  
*[Signature]* 7-15-08  
 SCD Board Chair Date

**NONDISCRIMINATION STATEMENT**

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, sex, religion, age, disability, political beliefs, sexual orientation, or marital or family status. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326W, Whitten Building, 14th and Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.



SIGNATURE: *[Signature]*



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# Land Asset Risk Screening Checklist

**Date:** \_\_\_\_\_ **Property Name:** Maksin  
**Legal Description:** Tract 5 of Parcel Map & Survey NO. 111-76, approved July 30 1976, recorded 8/5/76, under Auditor's File No. 84 0287. **Co. Parcel #** P49935  
**Street Address:** 4348 Blank Road, Sedro Woolley, WA 98284  
**Purpose:**  Property acquisition;  Property exchange;  Lease/sale/contract compliance;  Other

I. Land Use - Subject Property				II. Land Use - Adjacent Properties				III. Public Records			
Use	Yes	No	Unk	Use	Yes	No	Unk	List/Agency Action	Yes	No	Unk
Commercial/industrial	( )	(X)	( )	Commercial/industrial	( )	(X)	( )	Federal superfund	( )	( )	(X)
Dryland agriculture	( )	(X)	( )	Dryland agriculture	( )	(X)	( )	Ecology haz sites list	( )	( )	(X)
Forest	(X)	( )	( )	Forest	(X)	( )	( )	Ecology leaking UST list	( )	( )	(X)
Grazing	( )	(X)	( )	Grazing	(X)	( )	( )	Ecology UST list	( )	( )	(X)
Irrigated agriculture	( )	(X)	( )	Irrigated agriculture	( )	(X)	( )	Ecology enforcement	( )	( )	(X)
Residential	( )	(X)	( )	Residential	(X)	( )	( )	County dumps/landfills	( )	( )	(X)
Vacant undeveloped	( )	(X)	( )	Vacant undeveloped	( )	(X)	( )	County enforcement	( )	( )	(X)
Other	( )	(X)	( )	Other	( )	(X)	( )	Fire district response	( )	( )	(X)
<b>Comment:</b> <u>Area is second growth Alder. Owners bought property in 2001.</u>				<b>Comment:</b>				<b>Comment:</b>			

IV. Field Inspection											
Risk Indicators	Yes	No	Unk	Risk Indicators	Yes	No	Unk	Risk Indicators	Yes	No	Unk
Abandoned equipment	( )	(X)	( )	Chemical spills	( )	( )	(X)	Off site water discharge	( )	(X)	( )
Above ground tanks	( )	(X)	( )	Chemigation/fertigation	( )	(X)	( )	Oil used for dust control	( )	(X)	( )
Attractive nuisances/hazards	( )	(X)	( )	Discolored soils	( )	( )	(X)	Piles of "unknowns"	( )	(X)	( )
Buildings	( )	(X)	( )	Distressed vegetation	( )	(X)	( )	Pilings, docks, wharfs	( )	(X)	( )
* Asbestos	( )	(X)	( )	Electrical equipment	( )	(X)	( )	Pits, ponds, lagoons	( )	(X)	( )
* Fiberglass	( )	(X)	( )	Excavations/fills	( )	(X)	( )	Railroads	( )	(X)	( )
* Hazardous condition	( )	(X)	( )	Flood hazard	( )	(X)	( )	Under ground tanks	( )	(X)	( )
* Lead	( )	(X)	( )	Foundations	( )	(X)	( )	Unstable soils/slopes	( )	(X)	( )
* Urea formaldehyde	( )	(X)	( )	Garbage dumps	( )	(X)	( )	Water sheens	( )	(X)	( )
Burn piles	( )	(X)	( )	Hazmat use, storage, dumping	( )	(X)	( )	Wells	( )	(X)	( )
Chemical filling areas	( )	(X)	( )	Manholes, fill pipes, drains	( )	(X)	( )	Other	( )	( )	( )
<b>Comment (Note: attach additional comments, map and photos):</b> <u>See following Baseline Documentation for photos</u>											

**V. Conclusion & Recommendation**

**No Apparent Risk** There is no apparent liability to the department, or it presents an acceptable level of risk, as explained below.  
 **Low Level of Risk that can be Mitigated** There is a risk level that can be avoided if certain actions are taken or conditions met, as explained below.  
 **Risk needs Further Investigation** There is a potential or known risk that needs a Phase 1 environmental assessment completed, as explained below.  
 **High Risk** There is a potential or known risk that outweighs benefit to the department, as explained below.

**Rationale:** I reviewed the following documents/undertook the following actions in arriving at the above conclusion:  Aerial photos;  Title search;  Public Records;  Personal interview (who?) Seconette Maksin;  Site inspection;  Other  
**Comment:**

**Signed** Jo Halteamp **Title** CREP/GIS Coordinator **Date** 7-19-07



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**CONSENT TO EASEMENT**

Mortgage Electronic Registration Systems, Inc., (MERS), as nominee for Countrywide Home Loans Inc., consents to the conveyance of the Grant Deed Of Conversation Easement to which this Consent is attached. Said Grant Deed is from Lawrence J. Maskin and Jeanette V. Maskin, husband and wife, to the Skagit Conservation District, a political subdivision of the State of Washington.

The undersigned, MERS as nominee for Countrywide Home Loans, Inc., the beneficiary on that certain Deed of Trust recorded July 25, 2006 as Auditor's File No. 200607250144, records of Skagit County, Washington. Said Deed of Trust was executed by the Maskins and affects all of their property described on the attached Grant Deed of Conservation Easement.

By said its signature(s) below MERS as nominee for Countrywide Home Loans Inc. acknowledges receipt of \$17,666.01 paid and credited to the amounts due per the terms of the Note secured by said Deed of Trust. Furthermore, in the event of a foreclosure any buyer at a Trustee's Sale will take title subject to said attached Easement.

Dated: July 16th, 2008

MERS as nominee for Countrywide Home Loans Inc. by:

Wendell its Assistant Secretary and  
Name Title

\_\_\_\_ its \_\_\_\_\_  
Name Title

State of TEXAS  
County of DALLAS

On this 16th day of July, 2008, before me, the undersigned, a Notary Public in and for the State of TEXAS, duly commissioned and sworn, personally appeared \_\_\_\_\_ and LISA Hill to me known to be the \_\_\_\_\_ President and Assistant Secretary, respectively, of Mortgage Electronic Registration Systems Inc., the corporation that executed the foregoing instrument, and acknowledged the 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 \_\_\_\_\_ authorized to execute the said instrument and that the seal affixed (if any) is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

(seal)

Karen R Shuler  
Notary Public in and for the State of Texas

My appointment expires on January 14, 2012

