

When recorded return to:

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

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

EASEMENT
OCT - 3 2017

Amount Paid \$
Skagit Co. Treasurer
By HB Deputy



201710030061

Skagit County Auditor \$122.00
10/3/2017 Page 1 of 49 1:34PM

GRANT DEED OF CONSERVATION EASEMENT

Grantor: Elizabeth A. Mills and A.J. Kuntze II

GUARDIAN NORTHWEST TITLE CO

114026

Grantee: Skagit Land Trust

Brief Legal Description: C/U O/s #2-2006 af#200701310142 for 2008: that portion of government lot 3 and the northwest 1/4 of the southeast 1/4 of section 30, township 35 north, range 3 east, W.M. Full legal descriptions shown in Exhibit A.

Assessor's Tax Parcel and I.D. Nos.:

P125937 350330-0-047-0200

This Grant Deed of Conservation Easement (hereinafter referred to as "Easement" or "Conservation Easement") is executed by Elizabeth A. Mills and A.J. Kuntze II, wife and husband, whose address is 10645 Bayview Edison Rd., Mount Vernon, WA 98273 ("Grantor"), in favor of Skagit Land Trust, a Washington nonprofit corporation qualified to do business in Washington, having an address at P.O. Box 1017, Mount Vernon, Washington 98273 ("Grantee").

Recitals

1 Authority to Create Conservation Easement

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

2 Grantor and Grantee

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

- 2.2 The term "Party" means Grantor or Grantee; "the Parties" means Grantor and Grantee together.

3 Protected Property

- 3.1 Grantor is the sole owner in fee simple of the real property (the "Protected Property") in Skagit County, Washington, described in Exhibit A, *Legal Description*, and shown on Exhibit B, *Site Map/Plan*, which exhibits are attached hereto and incorporated herein by this reference. In the event of a conflict between the *Legal Description* and the *Site Map/Plan*, the *Legal Description* shall control.
- 3.2 The Protected Property features approximately 400 feet of marine shoreline, over 11 acres of mature coastal forest and over nine acres of mixed wetland / prairie habitat. The property is immediately adjacent to, and viewable from, the Padilla Bay National Estuarine Research Reserve. The property is less than 500 feet from Bay View State Park.
- 3.3 The Protected Property is known as "Wren Ridge" and has been managed by the Grantor primarily for ecological benefit.

4 Conservation Values

- 4.1 The Protected Property consists of significant open space land, as defined in Revised Code of Washington ("RCW") 84.34.020.
- 4.2 This Conservation Easement provides significant benefit to Grantor and the people of Skagit County, the State of Washington, and the United States by providing and preserving in perpetuity the following significant resources, all in accordance with the Code:
- 4.2.a Significant natural habitat for native plants, fish, and wildlife, including marine shoreline, forest, coastal prairie, and a freshwater stream and a connected wetland.
- 4.2.b Open-space lands that provide connectivity to over 67 acres of protected lands, as encouraged and supported by the private land protection policies of the State of Washington and as clearly delineated in local land conservation policies adopted in Skagit County, Washington, as set forth in more detail below.
- 4.2.c Open-space lands that provide scenic, natural views from nearby protected land and from the open waters of Padilla Bay.

The characteristics of the Protected Property described in this Section 4 are hereinafter collectively referred to as the "Conservation Values".

- 4.3 The specific Conservation Values and characteristics of the Protected Property are documented in an inventory of relevant features of the Protected Property ("Baseline Documentation"), which is incorporated into this Conservation Easement by this reference. The Baseline Documentation consists of reports, maps, photographs, and other documentation held by Grantee that provide, collectively, an accurate representation of the Protected Property at the time of this grant of Conservation Easement and that is intended to serve as an objective information baseline for monitoring compliance with the terms of this Conservation Easement. The Baseline Documentation is on file and will be retained at Grantee's office and will be made available to Grantor upon request. A summary of said Baseline Documentation, signed and dated, by both Grantor and Grantee is contained in Exhibit C, *Baseline Report*. In any conflict or inconsistency between the terms of this Conservation Easement and the Baseline Report, the terms of this Conservation Easement shall control.
- 4.4 The Property would be extremely desirable property for residential and other development because of its location and orientation. In the absence of this Conservation Easement, the Protected Property could be developed in the future for additional residential and other uses in a manner which would destroy the Conservation Values of the Protected Property.

5 Public Benefit

- 5.1 The legislatively declared policies of the State of Washington, in Chapter 84.34 RCW, provide that it is in the best interest of the state to maintain, preserve, conserve, and otherwise continue in existence adequate open-space lands and to assure the use and enjoyment of natural resources, wetlands, farmlands, riparian areas, and scenic beauty for the economic and social well-being of the state and its citizens. The Protected Property constitutes "open-space land" as defined in such statute and is enrolled in the state's Current Use Open Space Taxation Program.
- 5.2 The Skagit County Comprehensive Plan (2007) "seeks to manage growth by protecting natural resource lands, open space and rural areas, and establishing Urban Growth Areas...." Skagit County's Comprehensive Plan provides the policy basis for retaining open space, maintaining and enhancing natural resource lands, and protecting and regulating critical areas as required by the Growth Management Act, Chapter 36.70A RCW. Critical areas are regulated by the Critical Areas Ordinance of Skagit County (CAO), Chapter 14.24 SCC, and are defined as "wetlands, aquifer recharge areas, frequently flooded areas, geologically hazardous areas, and fish and wildlife habitat conservation areas." SCC § 14.24.010. As the CAO notes, "[s]ome of these areas, such as geologic hazards and frequently flooded areas, are critical because of the hazard they represent to public health. Others, such as fish and wildlife habitats and wetlands, are critical because of their public value." SCC § 14.24.010.

5.3 The Protected Property contains wetlands regulated by the Skagit County CAO Wetlands Protection Standards. SCC § 14.24.230. The Protected Property is in an area designated as a Category I Aquifer Recharge Area. SCC § 14.24.310

5.4 The Protected Property abuts the shoreline and nearshore uplands of the Padilla Bay National Estuarine Research Reserve, an area of 11,000 acres of estuary located in Puget Sound. The Reserve contains open waters, eelgrass beds, intertidal bays, uplands, freshwater sloughs, and high salt marsh. The National Estuarine Research Reserve System is designated to protect and study estuarine systems. The Washington State legislature in RCW 90.71.200 has recognized that "Puget Sound...and the waters that flow to it are a national treasure and a unique resource. Residents enjoy a way of life centered around these waters that depends upon clean and healthy marine and freshwater resources."

6 Grantor and Grantee Conservation Intent

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

6.2 Grantee is a publicly supported, tax-exempt nonprofit organization, qualified under Code sections 501(c)(3) and 170(f)(3) and also qualified as a nonprofit nature conservancy corporation under RCW 64.04.130 and 84.34.250, whose primary purpose is to preserve open space, wildlife habitat, wetlands, forestland, farmland, shoreline, and scenic views. Grantee has the resources to enforce the restrictions placed on the Protected Property under this Conservation Easement.

6.3 Grantee commits by accepting this grant to preserve and protect in perpetuity the Conservation Values of the Protected Property for the benefit of this generation and the generations to come.

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

Terms and Conditions

7 Conveyance, Consideration, and General Effect of Conservation Easement

7.1 For the reasons stated in the above Recitals and in consideration of the mutual covenants, terms, conditions, and restrictions contained herein, Grantor hereby grants, conveys, and warrants to Grantee a conservation easement in perpetuity over the Protected Property, consisting of the rights in the Protected Property, hereinafter enumerated, subject only to the restrictions contained in this Conservation Easement:

7.2 This conveyance is of an interest in real property under the provisions of RCW 64.04.130, and is made as an absolute, unconditional, unqualified, and completed gift subject only to the mutual covenants, terms, conditions, and restrictions set forth in this Conservation Easement and to title matters of record as of the Effective Date of this Easement, and for no other consideration whatsoever.

7.3 Grantor expressly intends that this Conservation Easement run with the land and that this Conservation Easement be binding upon Grantor's personal representatives, heirs, successors, and assigns in perpetuity.

8 Purpose

8.1 It is the Purpose of this Easement:

8.1.a To preserve, protect, enhance, and restore, in perpetuity, the Conservation Values of the Protected Property, as defined above and documented in the Baseline Documentation; and

8.1.b To prevent any use of, or activity on, the Protected Property that will significantly impair or interfere with its Conservation Values.

8.2 Grantor and Grantee intend that this Conservation Easement will confine the use of, or activity on, the Protected Property to such uses and activities that are consistent with the Purpose described above.

9 Rights Conveyed to Grantee

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

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

9.2 **Access to Protected Property:**

9.2.a **Monitoring.** To enter the Protected Property annually upon prior notice to Grantor, to make a general inspection to monitor compliance with this Conservation Easement;

9.2.b **Inspection.** To enter the Protected Property at such other times as are necessary if Grantee has a reason to believe that a violation of the Conservation Easement is occurring or has occurred, for the purpose of inspection, or to seek to mitigate or terminate the violation and otherwise enforce the provisions of this Conservation Easement, pursuant to Section 16, *Breach and Enforcement—Grantee's Remedies*; and

9.2.c Education and Scientific Purposes. To enter the Protected Property, upon prior arrangement with Grantor, for educational and scientific purposes, or for other purposes allowed by Grantor consistent with this Conservation Easement.

9.3 Injunction and Restoration: To enjoin any use of, or activity on, the Protected Property that is inconsistent with the Purpose of this Conservation Easement, including trespasses by members of the public, and to require the restoration of such areas or features of the Protected Property as may be damaged by uses or activities inconsistent with the provisions of this Conservation Easement, pursuant to Section 16, *Breach and Enforcement—Grantee's Remedies*.

9.4 Enforcement: To enforce the terms of this Conservation Easement, pursuant to Section 16, *Breach and Enforcement—Grantee's Remedies*.

9.5 Assignment: To assign, convey, or otherwise transfer Grantee's interest in the Protected Property in accordance with Section 23, *Assignment and Succession*.

9.6 Markers: To place and replace small markers to identify boundaries, corners, and other reference points on the Protected Property. Grantor shall not remove or move such markers without Prior Written Approval pursuant to Section 14, *Notice or Prior Written Approval Required Before Certain Uses and Activities*.

9.7 Extinguish Development Rights: To prevent development of the Protected Property inconsistent with protection of its Conservation Values, Grantor hereby grants to Grantee all development rights that are now or hereafter allocated to, implied, reserved, or inherent in the Protected Property. The Parties agree that such rights are terminated and may not be used on or transferred off of the Protected Property as it now or later may be bounded or described, or to any other property adjacent or otherwise, or used for the purpose of calculating permissible lot yield or density of the Protected Property or any other property.

10 Access by Public Not Required

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

11 Reserved Rights and Restrictions in General

11.1 Reserved Rights on the Protected Property. Grantor reserves for itself and its personal representatives, heirs, successors, and assigns, all rights accruing from ownership of the Protected Property, including the right to engage in, permit, or invite others to engage in, any use of, or activity on, the Protected Property that is not inconsistent with the Purpose of the Conservation Easement and that is not specifically prohibited or otherwise limited by this Conservation Easement. Without limiting the generality of this Subsection, Grantor specifically reserves for itself and its personal representatives, heirs, successors, and assigns, the uses and activities, set out as permitted in this Section 11 and Sections 12 and 13 below. All permitted uses and activities shall be carried out in compliance with all applicable federal, state, and local laws, regulations and requirements.

11.2 Restrictions on the Protected Property. Any use of, or activity on, the Protected Property inconsistent with the Purpose of this Easement is prohibited, and Grantor acknowledges and agrees that it will not conduct, engage in, or permit any such use or activity. Without limiting the generality of this Subsection, the uses or activities set out as restricted or prohibited in this Section 11 and Sections 12 and 13 below, though not an exhaustive list, are inconsistent with the Purpose of this Conservation Easement and are prohibited.

12 Prohibited Uses and Activities

12.1 Subdivision: The Protected Property shall remain in unified ownership, which may be joint or undivided, but without division, partition, subdivision, or other legal or de facto creation of lots or parcels in separate ownership. This restriction shall not be interpreted to prohibit:

12.1.a Lot line revisions of tax parcels within the Protected Property;

12.1.b The conveyance of any portion of the Protected Property to an entity that meets the qualifications under the provisions of RCW 64.04.130 for permanent conservation ownership, subject to Prior Written Approval pursuant to Section 14, *Notice or Prior Written Approval Required Before Certain Uses and Activities*.

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

12.3 Mining: The exploration for, or development and extraction of, minerals, hydrocarbons, or other elements or material on or below the surface of the Protected Property is prohibited.

12.4 Industrial Use: The use of the Protected Property for any industrial purpose is prohibited.

- 12.5 Commercial Recreation:** Commercial recreational use of the Protected Property is prohibited, other than de minimis use of the Protected Property for commercial recreational activities, as such terms are defined by U.S. Code section 2031(c)(8)(B) and the applicable U.S. Treasury Regulations. By prohibiting more than a de minimis use of the Protected Property for commercial outdoor recreational activities, it is the intent of the Parties to prevent the Protected Property from becoming the site of a commercial recreational enterprise, such as a commercial campground, a golf course, an exclusive hunting grounds or club, a commercial site for an all-terrain vehicle, motocross or other racetrack, a dressage field, or other similar intensive or predominantly commercial use.
- 12.6 Dumping:** The dumping or disposal of used vehicles, or machinery, rubbish, garbage, debris, hazardous materials, or other unsightly or offensive material is prohibited on the Protected Property.
- 12.7 Structures:** The placement or construction of any buildings, structures, utilities, or other improvements of any kind (including, but not limited to docks, boat ramps, or beach access structures in the shoreline) is prohibited, except as expressly allowed in Section 13 *Allowed Uses and Activities*.
- 12.8 Alteration of land:** Change in the topography of the land or shoreline alteration, including any tidelands and bedlands through the excavation or placing of soil, compost, dredging spoils, filling, placement of bulkheads, shoreline armoring or hardening, and alteration of the coastal sediment input/transport/deposition regime is prohibited, except as expressly allowed in Section 13 *Allowed Uses and Activities*.
- 12.9 Erosion or Water Pollution:** Any use or activity on the Protected Property that causes or is likely to cause significant soil degradation or erosion or significant pollution of any surface or subsurface waters is prohibited, including the use of manure lagoons or disposal of wastewater or stormwater in manners inconsistent with the Purpose and terms of this Conservation Easement.
- 12.10 Alteration of wetlands and watercourses:** The draining, filling, dredging, ditching, or diking of wetland areas or watercourses is prohibited except as expressly allowed in Section 13, *Allowed Uses and Activities*.
- 12.11 Tree harvest or vegetation removal:** Removal or destruction of native trees or shrubs, including removal of marine shoreline vegetation and plant material overhanging the beach, herbaceous understory, clear-cutting or any other form of commercial logging, or gathering of other vegetation is prohibited, except incidental to allowed uses and activities as expressly allowed in Section 13, *Allowed Uses and Activities*.
- 12.12 Introduced vegetation:** The intentional introduction of non-native invasive plant species is prohibited.

12.13 Crop cultivation: The cultivation of any crops including commercial timber products, nursery stock, fruits and vegetables, row crops, and livestock feed is prohibited; this shall not be construed to prohibit the planting of native trees and plants for the purposes of habitat restoration; or the sale of timber products associated solely with approved restoration activities.

12.14 Domestic and exotic animals: The introduction or keeping of domestic or exotic animals, including kenneling, grazing, browsing, or pasturing of animals is prohibited. This restriction does not exclude domestic animals that may accompany Grantor and Grantor's guests during permitted activities, such as horseback riding or dog walking. Removal of non-native invasive animal species is allowed.

12.15 Wildlife disruption. The intentional disruption of native wildlife, including the disruption of the feeding, resting, breeding and nesting activities is prohibited.

12.16 Signs: The construction or placement of commercial signs, billboards, or other commercial advertising material is prohibited. This provision shall not be interpreted to prohibit Grantor from placing small signs that advise "no hunting," "private property," or other small signs indicating the protected conservation status of the Protected Property, provided that such signs are designed and located to avoid or minimize impact on the Conservation Values of the Protected Property.

12.17 Motorized vehicles: The use of motorized vehicles is prohibited except as necessary in the accomplishment of habitat restoration, vegetation management, or other permitted uses. Use of motorized vehicles may not create impacts that are detrimental to the Purpose of this Conservation Easement.

12.18 Outdoor lighting: The use of any outdoor lighting installation on the protected property shall be minimal and not be viewable off of the property nor impact wildlife behavior or habitat.

12.19 Camping: Public or commercial camping is prohibited. This restriction does not prohibit temporary recreational camping by Grantor and Grantor's guests.

13 Allowed Uses and Activities

13.1 Recreation: Grantor may use the Protected Property for otherwise lawful recreational uses, including, but not limited to, walking, birdwatching, and passive enjoyment to the extent that the use does not interfere with the Purpose of this Easement to protect the Conservation Values of the Protected Property.

- 13.2 Viewing platform:** Grantor may install a small (no larger than 250 sq. ft.), low (no more than 3' above the ground) open-sided viewing platform. Construction and installation of the platform shall not alter water courses or affect sensitive habitat on the property. Prior to installation of such platform, Grantor shall submit to Grantee a written description of the location, materials and installation methods for the platform that shall be subject to Prior Written Approval, pursuant to Section 14, *Notice or Prior Written Approval Required Before Certain Uses and Activities*.
- 13.3 Benches and Garden Art:** Grantor may install chairs, benches and garden-related art and ornamentation provided that any such items are at a scale and intensity consistent with protection of the Conservation Values of the Protected Property.
- 13.4 Habitat restoration and enhancement:** Grantor may undertake habitat restoration or enhancement activities on both the land and water resources of the Protected Property to further the Purpose of this Conservation Easement, provided that such activities are conducted in accordance with a restoration plan that is mutually agreed to by Grantor and Grantee. Such plan shall be subject to Prior Written Approval, pursuant to Section 14, *Notice or Prior Written Approval Required Before Certain Uses and Activities*.
- 13.5 Wetland habitat enhancement:** Grantor may enhance the wetland habitat by altering the natural watercourse on the property and by constructing small water-diversion structures intended to encourage pooling and diffusion of water for the purpose of wetland habitat enhancement, provided it is at a scale and intensity that is consistent with protection of the Conservation Values of the Protected Property. Prior to any wetland enhancement activities, Grantor shall submit a Wetland Habitat Enhancement Plan which shall be subject to Prior Written Approval pursuant to Section 14, *Notice or Prior Written Approval Required Before Certain Uses and Activities*.
- 13.6 Vegetation Management**
- 13.6.a Forest management.** Grantor may plant native species of trees or shrubs within the Protected Property, as well as undertake forest management practices designed to address forest health, forest fire prevention, or to enhance or restore native wildlife habitat, including thinning or pruning of existing trees, provided that any cut trees are not removed from the Protected Property for commercial purposes. Prior to such forest management activities, Grantor shall submit to Grantee a forest management plan that describes the management objectives of the plan and the specific practices proposed, for Prior Written Approval pursuant to Section 14, *Notice or Prior Written Approval Required Before Certain Uses and Activities*.

13.6.b Noxious weeds and introduced species. Grantor may remove noxious, invasive and introduced non-native plant species from the Protected Property.

13.6.c Hazard trees. Trees or other vegetation that pose a threat to property, public health, the safety of neighbors, the general public, or users of the Protected Property, may be trimmed, pruned, topped, or removed. Except in the case of emergencies, such hazard tree management shall be subject to Prior Written Approval pursuant to Section 14, *Notice or Prior Written Approval Required Before Certain Uses and Activities*. A certified arborist shall arbitrate any disagreement regarding the identification of hazardous or diseased trees.

13.6.d Prairie Maintenance / Mowing. Grantor may mow the existing open prairie area, the location and extent of which as shown in the Baseline Report, for the purpose of maintaining the prairie habitat and/or controlling invasive weeds. Mowing shall not modify, damage or destroy native shrubs and trees, nor create additional open meadow areas, nor occur between approximately May 1st and August 10th of each year (for the purpose of protecting ground-nesting birds), nor other dates as indicated by the presence of nesting birds, unless conducted under the provisions and procedures of section 13.4: *Habitat Restoration and Enhancement*.

13.7 Trails

13.7.a Grantor may grant a trail easement to a third party for a non-motorized (with the exception of Americans with Disabilities Act-approved mobility devices) foot trail across the protected property and connecting to other adjacent properties, provided that any such trail, and the subsequent use of such trail, is at a scale and intensity that is consistent with protection of the Conservation Values of the Protected Property. Prior to granting a trail easement, Grantor shall need Prior Written Approval pursuant to Section 14, *Notice or Prior Written Approval Required Before Certain Uses and Activities*.

13.7.b Grantor may use, maintain, repair, reconstruct, and replace trails as described in the Baseline Documentation as existing on the Protected Property as of the Effective Date of the Conservation Easement for non-motorized (with the exception of Americans with Disabilities Act-approved mobility devices) trail use. In addition, Grantor may construct, use, maintain, repair, reconstruct, and replace trails not existing on the Protected Property as of the Effective Date of the Conservation Easement, subject to Prior Written Approval pursuant to Section 14, *Notice or Prior Written Approval Required Before Certain Uses and Activities* of the proposed plan for any such trail location and construction.

13.8 Fences: Grantor may construct, maintain, repair, modify, and replace fences along the perimeter of the Protected Property. All fences shall permit the reasonable passage of wildlife.

13.9 Relocation and Protection of Bay View – Edison Rd.

13.9.a Bay View – Edison Rd., a public county road, transects the Protected Property. It may become necessary to relocate or protect Bay View – Edison Rd. due to inland movement of the marine shoreline.

13.9.b If Skagit County requests, Grantor may permit protection of Bay View – Edison Rd. using shoreline armoring or relocation of the road onto the Protected Property, provided that (1) Grantor obtains Prior Written Approval pursuant to Section 14, *Notice or Prior Written Approval Required Before Certain Uses and Activities*; (2) Grantor and Grantee mutually agree in writing to any plans for such relocation or shoreline armoring, and (3) Grantor cooperates with Grantee in efforts to minimize and mitigate for any impacts to the Conservation Values of the Protected Property and to restore any disturbed areas, to the extent possible.

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

14 Notice or Prior Written Approval Required Before Certain Uses and Activities

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

14.2 Notice distinguished from Prior Written Approval

14.2.a Notice. As used in this Conservation Easement, a requirement that the Grantor “notify” or “provide Notice” to Grantee pursuant to this Section means that the Grantor shall provide Grantee in writing the information set out in Section 14.3 at least 30 days before undertaking the intended use or activity, unless a different notice period is specified in this Conservation Easement. When this Conservation Easement requires Grantor only to provide “Notice,” Grantee’s approval is not required for Grantor to proceed.

14.2.b Prior Written Approval. As used in this Conservation Easement, a requirement that Grantor obtain "Prior Written Approval" from Grantor pursuant to this Section before taking action means that the Grantor shall provide Notice as described in Section 14.3 and await Grantee's written response as set out in Sections 14.5 and 14.6. When this Conservation Easement requires Grantor to obtain "Prior Written Approval," a proposed use or activity may be commenced or conducted only after Grantor has received Grantee's express written approval and only in the manner requested by Grantor and approved by Grantee, except as provided in Sections 14.9 and 14.10.

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

14.4 When Notice is required: Grantor shall notify Grantee before Grantor undertakes any use or activity on the Protected Property that may have an adverse and material impact on the Conservation Values of the Protected Property, specifically including but not limited to the following activities identified in the Conservation Easement:

14.4.a Transferring any interest in all or a portion of the Protected Property Subsection 22.5, *Subsequent Transfers*, at least 30 days prior to the date of such transfer.

14.5 When Prior Written Approval is required. Grantor shall obtain Prior Written Approval from Grantee before Grantor undertakes on the Protected Property any of the following uses or activities identified in the Conservation Easement:

14.5.a Moving or removing reference point markers placed under Section 9.6, *Markers*;

14.5.b Conveyance of any portion of the Protected Property for permanent conservation ownership under Section 12.1.b, *Subdivision*.

14.5.c Construction of a viewing platform under Section 13.2 *Viewing Platform*;

14.5.d Habitat restoration and enhancement under Section 13.4, *Habitat restoration and enhancement*;

14.5.e Wetland habitat enhancement activities under Section 13.5 *Wetland Habitat Enhancement*;

14.5.f Forest management activities under Section 13.6.a, *Forest management*;

14.5.g Except in case of emergency, removal of hazard trees under Section 13.6.d, *Hazard trees*;

14.5.h Relocation or protection of Bay View – Edison Rd. under Section 13.9 *Relocation or protection of Bay View – Edison Rd.*;

14.5.i Location, construction and maintenance of new Section 13.7, *Trails*;

14.6 Optional consultation. If Grantor is unsure whether a proposed use or activity is prohibited by this Conservation Easement, Grantor may consult Grantee by providing Grantee a written notice describing the nature, scope, design, location, timetable, and any other material aspect of the proposed use or activity in sufficient detail to permit Grantee to make an informed judgment as to the consistency with the Purpose and other terms of this Conservation Easement and to provide comments thereon to Grantor for the purpose of this Conservation Easement only. Grantee's response shall be in accordance with the time period and manner provided in Sections 14.4 and 14.5.

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

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

14.9 Grantee's failure to respond to a request for Prior Written Approval within the allotted time. Where Grantee's Prior Written Approval is required, and if Grantee does not respond within the required time period and manner set forth in Section 14.8, Grantor shall resubmit its notice pursuant to Section 14.12. If Grantee fails thereafter to act on Grantor's resubmitted request for Prior Written Approval within thirty (30) days of receipt, as indicated by the registered or certified return receipt or other proof of delivery, Grantor may assume Grantee's approval of the requested use or activity in question.

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

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

14.12 Addresses. Any notice, demand, request, consent, approval, or communication that either Party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid, to the addresses of Grantor and Grantee noted on page 1 of this Conservation Easement, or other address as either Party designates by written notice to the other.

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

15 Mediation of Disputes

Either Party may give written notice to the other Party of a dispute and request that the matter be subject to mediation, with the mediator to be selected from those available from a recognized dispute resolution center or mediation service and, with each Party to pay 50% of the mediator's fees. If the Parties cannot agree on a mediator, they each shall name a preferred mediator and the mediator shall then be determined by coin flip. Both Parties shall meet in good faith as is reasonably requested by the mediator in an attempt to resolve the dispute. Except for circumstances requiring immediate action as provided in Section 16.4, *Emergency enforcement*, the Parties shall mediate in good faith for at least thirty (30) days after appointment of a mediator; if no resolution has been reached after thirty days, either Party may pursue other remedies.

16 Breach and Enforcement—Grantee's Remedies

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

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

16.3 Grantee's right to bring action.

Grantee may bring an action as provided in Section 16.5 if:

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

16.4 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 and/or without waiting for the period provided for cure to expire.

16.5 Grantee's judicial remedies.

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

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

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

16.6 Scope of relief. Grantee's rights under this Section apply equally in the event of either actual or threatened violations of the terms of this Conservation Easement. Grantor agrees that Grantee's remedies at law for any violation of the terms of this Conservation Easement are inadequate and that Grantee is entitled to the injunctive relief described in this Section, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Conservation Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies and Grantor hereby waives any requirement for the posting of any bond as a condition of enforcement. Grantee's remedies described in this Section are cumulative and in addition to all remedies now or hereafter existing at law or in equity.

16.7 Costs of enforcement. In the event Grantee must enforce the terms of this Conservation Easement, Grantor shall pay the costs of (1) restoration necessitated by acts or omissions of Grantor or person(s) acting on its behalf, at its direction, with its permission, or otherwise subject to its supervision and control in violation of the terms of this Conservation Easement, and/or (2) Grantee's reasonable enforcement expenses, including attorneys' and consultants' fees. Grantor's liability shall extend to its personal representatives, heirs, successors, or assigns, against whom a judgment is entered. In the event that Grantee secures redress for a Conservation Easement violation without initiating or completing a judicial proceeding, the costs of such restoration and Grantee's reasonable expenses shall be paid by Grantor and those of its personal representatives, heirs, successors, or assigns who are otherwise determined to be responsible for the unauthorized use or activity.

16.8 Grantee's discretion. Grantee acknowledges its commitment to uphold the Purpose of the Conservation Easement. Enforcement of the terms of the Conservation Easement is, however, at the discretion of Grantee, and any forbearance by Grantee to exercise its rights under this Conservation Easement in the event of any breach of any terms of this Conservation Easement by Grantor or person(s) acting on its behalf, at its direction, with its permission, or otherwise subject to its supervision and control, shall not be deemed or construed to be a waiver by Grantee of such term or any of Grantee's rights under this Conservation Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor may impair such right or remedy or be construed as a waiver of such term or any of Grantee's rights under this Conservation Easement.

16.9 Waiver of certain defenses. Grantor acknowledges that it has carefully reviewed this Conservation Easement and its terms and requirements. In full knowledge of the provisions of this Conservation Easement, Grantor hereby waives any claim or defense it may have against Grantee or its successors or assigns under or pertaining to this Conservation Easement based upon waiver, laches, estoppel, or prescription, except to the extent the defense is based upon an approval or deemed approval by Grantee pursuant to Section 14 of this Conservation Easement.

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

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

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

17 Property Maintenance, Insurance, Liens, and Taxes

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

17.2 Insurance. Grantor shall maintain comprehensive general liability insurance coverage for the Protected Property. Such insurance shall name Grantee as an additional insured if available. Grantor shall provide written proof of such insurance and instruct its carrier to provide thirty (30) days' written notice to Grantee of the lapse or alteration of such insurance. If such insurance is not so maintained, Grantee may acquire said insurance and shall receive reimbursement there for from Grantor.

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

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

18 General Representations and Warranties

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

18.1 Good title. Grantor has good title to the Protected Property, Grantor has the right to convey this Conservation Easement, and the Protected Property is free and clear of any liens, mortgages or other financial encumbrances;

18.2 Compliance with applicable laws. Grantor and the Protected Property are in compliance with all federal, state, and local laws, regulations, and requirements applicable to the Protected Property and its use;

18.3 No proceedings or threatened litigation. There is no pending or threatened litigation affecting the Protected Property or any portion of the Protected Property that will materially impair the Conservation Values of any portion of the Protected Property.

19 Environmental Representations and Warranties

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

"Hazardous Materials" means any petroleum, petroleum products, fuel oil, waste oils, explosives, reactive materials, ignitable materials, corrosive materials, hazardous chemicals, hazardous wastes, hazardous substances, extremely hazardous substances, toxic substances, toxic chemicals, radioactive materials, infectious materials and any other element, compound, mixture, solution or substance which may pose a present or potential hazard to human health or the environment.

19.2 Environmental warranties

19.2.a Grantor warrants that the Protected Property is in compliance with, and will remain in compliance with, all applicable Environmental Laws.

19.2.b Grantor warrants that there are no notices by any governmental authority of any violation or alleged violation of, non-compliance or alleged non-compliance with or any liability under any Environmental Law relating to the operations or conditions of the Protected Property, nor have civil or criminal proceedings been instigated or be pending against Grantor or its predecessors by government agencies or third parties arising out of alleged violations of any Environmental Law.

19.2.c Grantor warrants that Grantor has no actual knowledge of a release, threatened release, dumping, burying, abandonment, or migration from off-site onto the Protected Property of any Hazardous Materials.

19.2.d Neither Grantor nor Grantor's predecessors in interest have disposed of any hazardous substances off-site, nor have they disposed of substances at sites designated or proposed to be designated as federal Superfund (42 U.S.C. §§ 9601 et seq.) or state Model Toxics Control Act (RCW 70.105D.010 et seq.) sites.

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

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

19.5 Control. Nothing in this Conservation Easement may be construed as giving rise, in the absence of a judicial decree, to any right or ability in Grantee to exercise physical or managerial control over the day-to-day operations of the Protected Property or any of Grantor's activities on the Protected Property, or otherwise to become an operation with respect to the Protected Property within the meaning of the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended ("CERCLA"), and/or the Model Toxic Control Act ("MTCA").

20 Indemnification

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

- (a) Injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Protected Property, regardless of cause unless due solely to the negligence of any of the Indemnified Parties; and
- (b) The obligations, covenants, representations, and warranties in Sections 17, 18 and 19.

21 Amendments and Discretionary Consent

21.1 Discretionary Consent. Grantor and Grantee recognize that circumstances could arise that justify amendment of certain terms, covenants, or restrictions contained in this Conservation Easement. In addition, some activities, technologies or uses of the Protected Property that are compatible with the Purpose of this Conservation Easement may not have been anticipated at the time the Conservation Easement was granted. Therefore, Grantor and Grantee have the right to agree to amendments, to this Conservation Easement and/or to discretionary consent for certain uses or activities on the Protected Property, without prior notice to any other party; provided that, in its sole and exclusive judgment, Grantee determines that such amendment or discretionary consent furthers, or is not inconsistent with, the Purpose of this Conservation Easement.

21.2 Amendments. This Conservation Easement may be amended by the execution and delivery of an amended easement deed, but only with the written consent of both Grantor and Grantee.

21.2.a Consistency with Purpose. If circumstances arise under which an amendment to or modification of this Conservation Easement would be appropriate, Grantor and Grantee are free to jointly amend this Conservation Easement, except that:

- (i) No amendment shall be allowed that shall affect the qualification of this Conservation Easement or the status of Grantee under any applicable laws, including RCW 64.04.130, Chapter 84.34 RCW, or section 170(h) of the Code;
- (ii) Any such amendment shall be consistent with the Purpose of this Conservation Easement;
- (iii) Any such amendment may not diminish the effectiveness of this Conservation Easement in carrying out the Purpose of the Conservation Easement in any way and only those amendments that strengthen the effectiveness of the Easement in carrying out the Purpose of the Conservation Easement may be permitted; and
- (iv) Any such amendment may not affect the perpetual duration of the Conservation Easement.

21.2.b Consistency with Grantor policies. Any amendment shall be consistent with Grantee's Conservation Easement Amendment Policy.

21.2.c Recordation required. To be effective, an approved amendment shall be recorded in the official records of Skagit County, Washington, and any other jurisdiction in which such recording is required.

22 Extinguishment, Condemnation, and Subsequent Transfer

22.1 Extinguishment. If circumstances arise that render the Purpose of this Conservation Easement impossible to accomplish, this Conservation Easement can only be terminated or extinguished, whether in whole or in part, upon a finding and declaration to that effect by a court of competent jurisdiction.

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

22.3 Valuation. This Conservation Easement constitutes a real property interest immediately vested in Grantee, which, for the purpose of Section 22.4, the parties stipulate to have a fair market value determined by multiplying the fair market value of the Protected Property unencumbered by the Conservation Easement (minus any increase in the value after the date of this grant attributable to improvements) by the ratio of the value of the Conservation Easement at the time of this grant to the value of the Protected Property, without deduction for the value of the Conservation Easement, at the time of this grant ("Grantee's Proportionate Share"). In the event that Grantor claims a deduction for federal income tax purposes allowable by reasons of this grant, the values at the time of this grant shall be those values used to calculate the deduction for federal income tax purposes allowable by reasons of this grant, pursuant to section 170(h) of the Code. For the purposes of this paragraph, the ratio of the value of the Conservation Easement to the value of the Property unencumbered by the Conservation Easement shall remain constant.

22.4 Proceeds. In the event of an extinguishment, or the taking of all or part of the Protected Property by eminent domain, Grantee is entitled to its Proportionate Share, after the satisfaction of prior claims, of the proceeds from any sale, exchange, or voluntary conversion of all or any portion of the Protected Property subsequent to such termination or extinguishment of this Conservation Easement. Grantee shall use all such proceeds in a manner consistent with the Purpose of this Conservation Easement.

22.5 Subsequent Transfers

22.5.a Grantor agrees to:

- (i) Incorporate the terms of this Conservation Easement by reference in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Protected Property, including, without limitation, a leasehold interest; *provided*, that any failure to so reference this Conservation Easement shall not diminish its application or the Grantee's interest in the Protected Property.
- (ii) Describe this Conservation Easement in and append it to any executory contract for the transfer of any interest in the Protected Property; *provided*, that any failure to so reference this Conservation Easement shall not diminish its application or the Grantee's interest in the Protected Property.
- (iii) Obtain a certificate from the purchaser, leaseholder, or other party gaining an interest in all or part of the Protected Property and any financier, acknowledging their awareness of this Conservation Easement and their intent to comply with it. Such certificate shall be appended to and recorded with any deed or other legal instrument by which Grantor divests itself of any interest in all or a portion of the Protected Property; and
- (iv) Give Notice to Grantee of the transfer of any interest in all or a portion of the Protected Property no later than 30 days prior to the date of such transfer. Such Notice to Grantee shall include the name, address, and telephone number of the prospective transferee or the prospective transferee's representative.

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

23 Assignment and Succession

23.1 Assignment. Grantee's interest in this Conservation Easement is transferable, but Grantee may assign its rights and obligations under this Conservation Easement only to an organization that is a qualified organization at the time of transfer under section 170(h) of the Code (or any successor provision then applicable), and the 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 then applicable). As a condition of such transfer, Grantee shall require that the Purpose of this Conservation Easement will continue to be carried out by the transferee. Grantee shall notify Grantor in writing, at Grantor's last known address, in advance of such assignment.

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

23.2.a The San Juan Preservation Trust, P.O. Box 759, Friday Harbor, Washington 98250; or

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

24 Interpretation

Any general rule of construction to the contrary notwithstanding, the provisions of this Conservation Easement shall be liberally construed to effectuate the Purpose of this Conservation Easement and the policy and purpose of RCW 64.04.130 and RCW Chapter 84.34. The Parties acknowledge that each Party has reviewed and revised this Conservation Easement and that no rule of construction that ambiguities are to be resolved against the drafting Party shall be employed in the interpretation of this Conservation Easement. If any provision in this Conservation Easement is found to be ambiguous, an interpretation consistent with the Purpose of this Conservation Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

25 General Provisions

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

25.2 Controlling law. The interpretation and performance of this Conservation Easement is governed by the laws of the State of Washington.

25.3 Entire agreement. This instrument sets forth the entire agreement of the parties with respect to the Protected Property and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Protected Property, all of which are merged into this Conservation Easement. No alteration or variation of this instrument is valid or binding unless contained in an amendment that complies with Section 21, *Amendments and Discretionary Consent*.

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

25.5 Severability. If any provision of this Conservation Easement, or its application to any person or circumstance, is found to be invalid, the remainder of the provisions of this Conservation Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, may not be affected.

25.6 Joint obligation. The obligations imposed by this Conservation Easement upon Grantor are joint and several.

25.7 No forfeiture. Nothing in this Conservation Easement will result in a forfeiture or reversion of Grantor's title in any way.

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

25.9 Termination of rights and obligations. A Party's rights and obligations under this Conservation Easement terminate upon transfer of the Party's interest in the Conservation Easement or Protected Property, except that liability for acts or omissions occurring prior to transfer will survive transfer.

25.10 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.

25.11 Counterparts. The Parties may execute this instrument in two or more counterparts, each of which shall be signed by all Parties. Each counterpart is deemed an original instrument as against any Party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart controls.

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

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

26 Schedule of Exhibits

- A. Legal Description of Protected Property
- B. Site Map/Plan
- C. Baseline Report

{Signature pages follow}

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

IN WITNESS WHEREOF, the undersigned Grantor has executed this instrument this 2nd day of October, 2017.

Elizabeth A. Mills
Elizabeth A. Mills

A.J. Kuntze II
A.J. Kuntze II

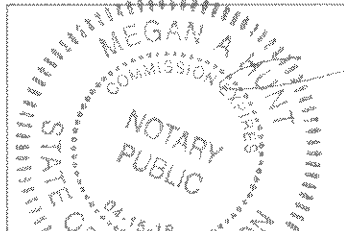
State of Washington)

) ss.

County of Skagit)

I certify that I know or have satisfactory evidence that Elizabeth A. Mills & A.J. Kuntze II is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: Oct. 02, 2017



(Notary Seal or Stamp above)

Megan A. Hunt
Signature of Notary Public

Printed Name of Notary Public

My appointment expires 04-15-2018

State of Washington)

) ss.

County of Skagit)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____



Signature of Notary Public

Printed Name of Notary Public

My appointment expires

(Notary seal or stamp above)

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

Dated: Oct 02, 2017

By: Warren Walz
Warren Walz, President, Skagit Land Trust

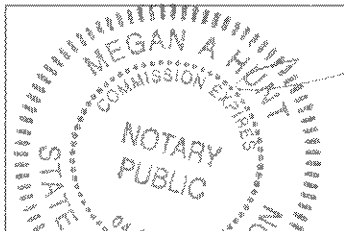
State of Washington

)
) ss.

County of Skagit

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

Dated: Oct 02, 2017



(Notary seal or stamp above)

Signature of Notary Public

Megan A. Hunt

Printed Name of Notary Public

My appointment expires 04-15-2018

EXHIBIT A
Legal Description

The Land referred to in this report/policy is situated in the State of Washington, County of Skagit, and is described as follows:

That portion of Government Lot 3 and the Northwest 1/4 of the Southeast 1/4 of Section 30, Township 35 North, Range 3 East, W.M., described as follows:

Beginning at a point 465 feet North of the Southwest corner of Government Lot 3 in Section 30, Township 35 North, Range 3 East, W.M.;
thence East to a point 465 feet North of the Southeast Corner of the Northwest 1/4 of the Southeast 1/4 of said Section 30;
thence North 417 feet;
thence West to the meander line of Padilla Bay;
thence along said meander line in a Southerly direction to the place of beginning.

EXCEPT that portion of said premises conveyed to Skagit County for road purposes by deed recorded under Auditor's File No. 555711;

AND EXCEPT that portion of said premises, if any, lying within the North 26 1/2 rods of said Government Lot 3 and within the North 26 1/2 rods of said Northwest 1/4 of the Southeast 1/4;

AND ALSO EXCEPT any portion of said premises lying South of a line running South 89°32'10" East and South 89°14'30" West from a point North 0°07'20" East a distance of 1798.74 feet from the South 1/4 of said Section 30.

AND ALSO EXCEPT that portion thereof lying within Tract "A", Short Plat 78-76 located in Section 30, Township 35 North, Range 3 East, W.M., approved January 31, 1977, and recorded in Volume 2 of Short Plats, page 27, Auditor's File No. 850312, records of Skagit County, Washington.

AND ALSO EXCEPT that portion of Government Lot 3 of Section 30, Township 35 North, Range 3 East W.M., described as follows:

Begin at a point 465 feet North of the Southwest corner of said Lot 3; thence East parallel with the South line of said Lot 3 to the Southeast corner of Lot A of Skagit County Short Plat No. 78-76, approved January 31, 1977, said point being the true point of beginning; thence continue East parallel with the South line of said Lot 3, a distance of 180 feet; thence North parallel with the East line of said Lot 3, a distance of 345 feet; thence West parallel with the South line of said Lot 3 to the Easterly line of the Bayview-Edison Road; thence Southerly along said Easterly line to the Westerlymost corner of said Lot "A"; thence North 52°51'34" East along the Northerly line of Lot "A", a distance of 137.63 feet to an angle point; thence North 85°08'34" East, a distance of 69.38 feet; thence South 16°53'02" East along the Easterly line of said Lot "A" to the true point of beginning.

(All of the above being a portion of Tract 2, Short Plat No. 72-78, approved September 6, 1978, recorded September 8, 1978, in Volume 3 of Short Plats, page 9, records of Skagit County, Washington.)

Situate in the County of Skagit, State of Washington.

Exhibit B

Site Map

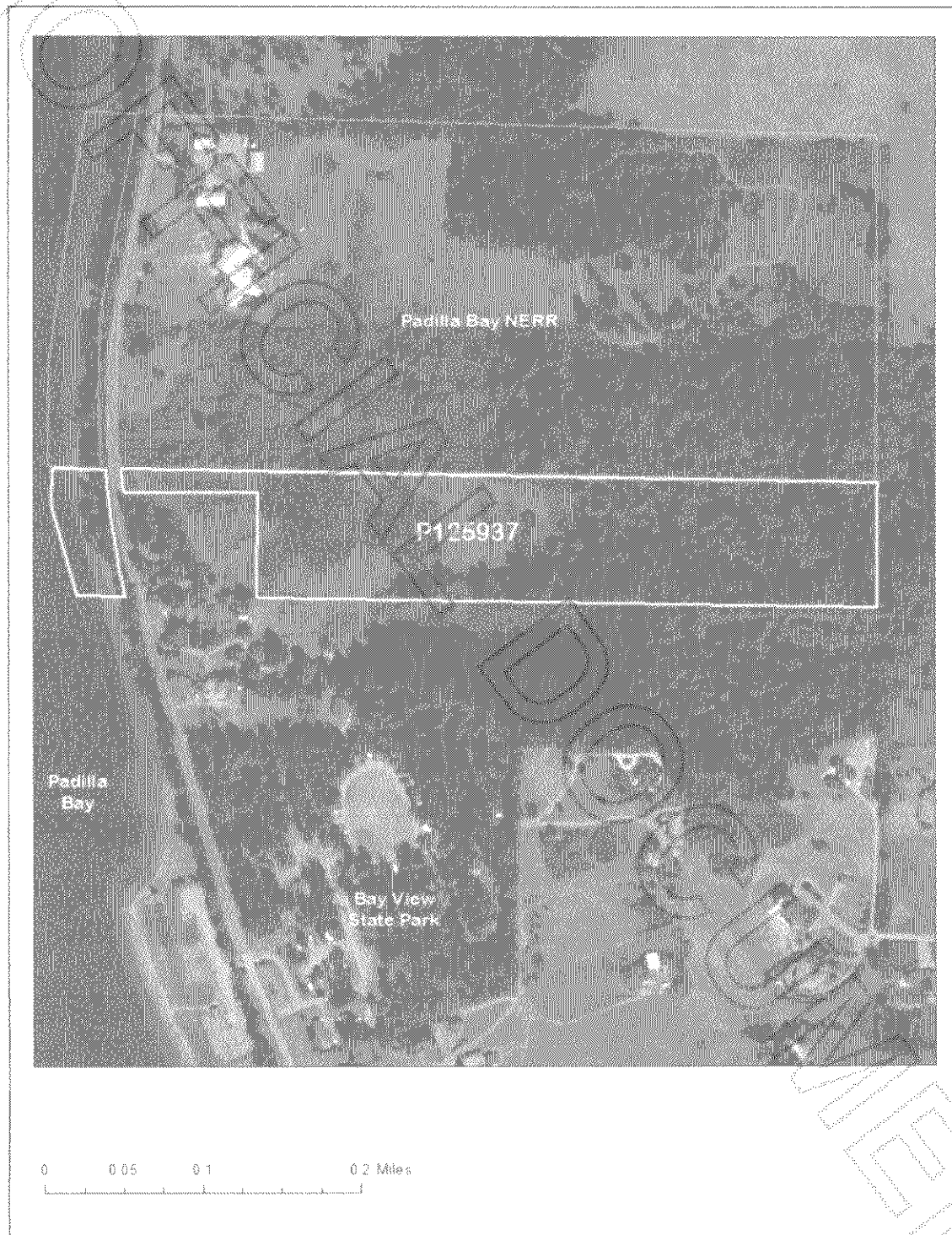


EXHIBIT C

BASELINE REPORT

BAY VIEW - WREN RIDGE (KUNTZE/MILLS) CONSERVATION EASEMENT



September 1st, 2017
Michael Kirshenbaum, M.S.
Conservation Director, Skagit Land Trust

Bay View - Wren Ridge (Kuntze/Mills) Conservation Easement – Skagit Land Trust

Grantor Information: A.J. Kuntze II
Elizabeth A. Mills

Location: 10645 Bay View Edison Rd, Mount Vernon, WA
98273
Skagit County, Washington
SW ¼ of S30, T35, R03

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

Assessor's Tax Parcel No: P125937

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

Property Information

Acres: 22 acres (approximate)

Number of Homes: 0

Elevation: 0 -145 ft.

County Zoning: Rural Reserve Residential

Survey: No survey was completed at the time the conservation easement was placed on the property.

Driving Directions: From Mount Vernon, drive north on I-5, then take exit 231 and head west on Josh Wilson Rd. Turn right (north) on Bay View Edison Rd, then turn right (east) in .6 miles into the property driveway. Parking is available at the adjacent homesite.

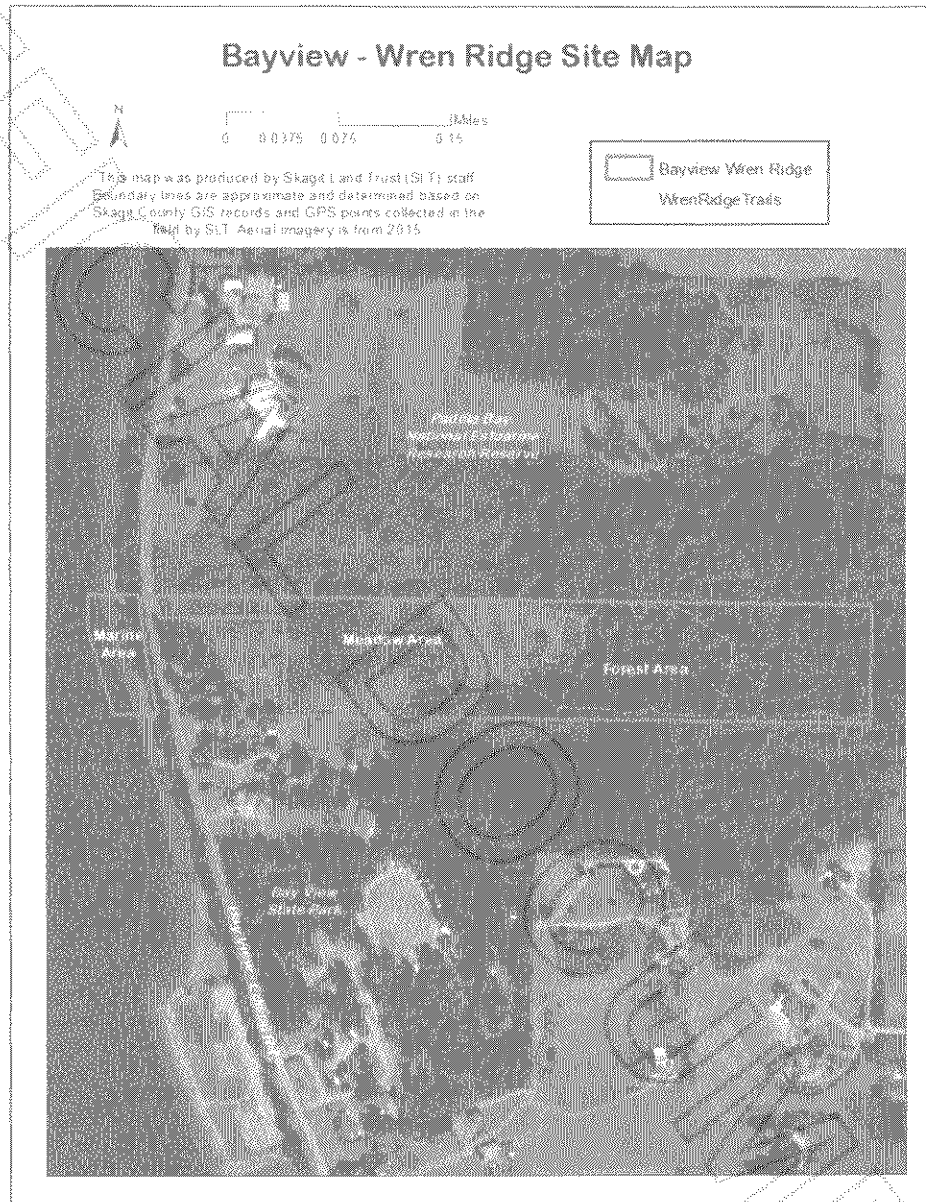
Boundaries: The property was not surveyed. Skagit Land Trust (SLT) staff determined the protected area location by referencing Skagit County geospatial records and fence-lines on the ground. Staff marked protected area boundaries with SLT tree tags and flagging in 2017.

Site Overview

The Protected Property features approximately 400 feet of marine shoreline, over 11 acres of mature coastal forest and over nine acres of mixed wetland / prairie habitat. The property is immediately adjacent to, and viewable from, the Padilla Bay National Estuarine Research Reserve. The property is less than 500 feet from Bay View State Park.

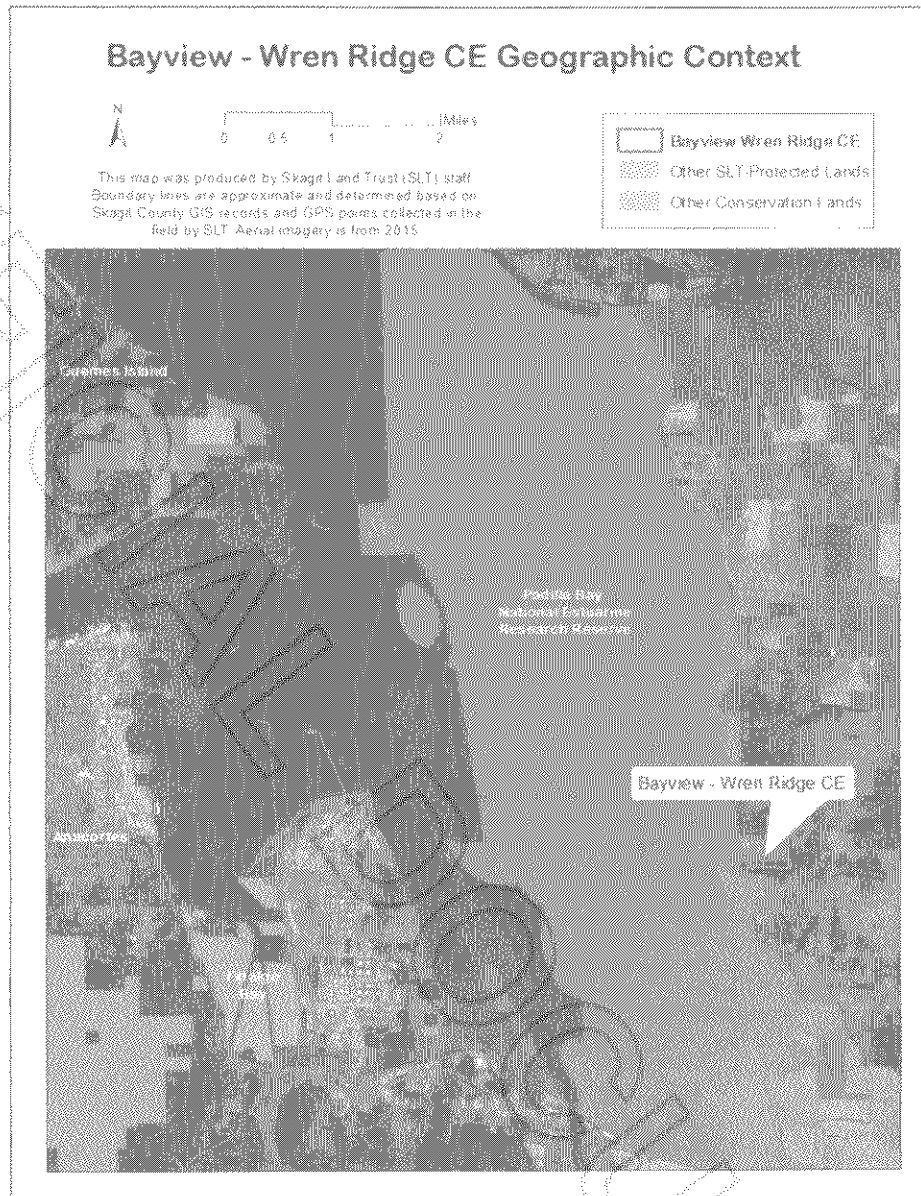
There are no structures on the protected property. The protected property contains a trail system extending throughout the upland portion of the property that may be accessed through the property owner's homesite. Several benches and a collection of garden art are located along the trails. The shoreline may be accessed via a public stairway to the beach approximately 300 ft. north of the protected area boundary. Bay View Edison Road, a county road which runs north/south, separates the upland (east) and shoreline (west) portions of the property.

The protected area contains three ecologically distinct areas; marine shoreline, mature forest and a meadow consisting of mixed wetland/prairie.



Geographic Context

The protected property is located along Padilla Bay, in Bay View, Skagit County, Washington. The upland and marine areas of the protected property are adjacent to the Padilla Bay National Estuarine Research Reserve. Bay View State Park lies approximately 500 ft. to the south. Other nearby land ownership is primarily private residential. Two private residences lie adjacent to the south boundary, and the eastern boundary lies adjacent to undeveloped private forestland and working agricultural land. SLT owns property on the southwest side of Padilla Bay (the March Point Conservation Area) and holds several conservation easements in the surrounding area.



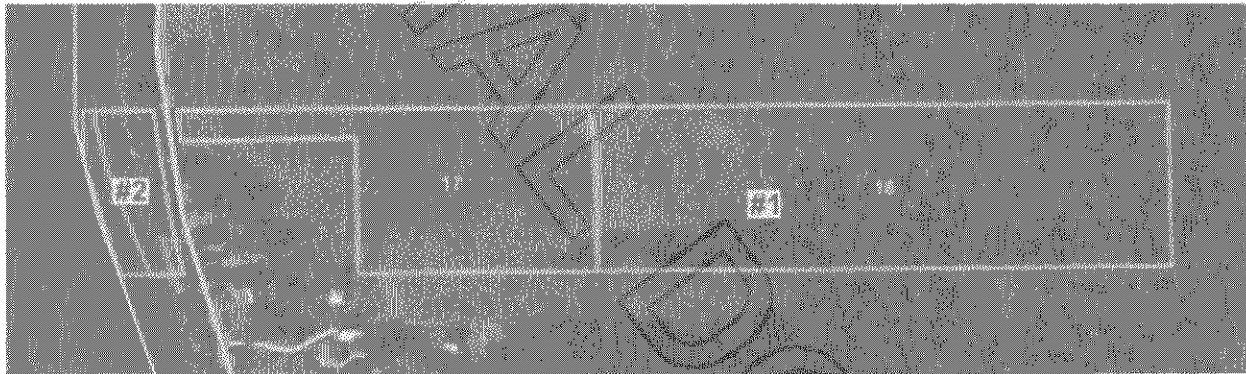
Geology

Landforms

Bay View lies on the western edge of a hill (up to 200 ft. in elevation) which rises above former Skagit River estuary. The estuary surrounding Bay View Hill was diked and converted to agricultural land before 1900. On the protected property, the vegetated bluff drops steeply (approximately 50 ft) to the rocky shoreline near Bay View Edison Rd. A Department of Ecology report notes that this is a feeder bluff, and that there are approximately 30 ft of modifications (likely riprap to protect Bay View Edison Rd.) along the shoreline at the southwest corner of the protected property (MacLennan et al 2013). The protected property has a western aspect.

MacLennan, A. Johannessen, J.W., Williams, S.A., Gerstel, W., Waggoner, J.F., and Bailey, A., 2013, Feeder Bluff Mapping of Puget Sound, prepared by Coastal Geologic Services, Bellingham, for Washington Department of Ecology, Olympia WA.

Soils



- USGS Soil Type: 16 – Bow gravelly loam, 0 to 3 percent slopes; 65% of area
- USGS Soil Type: 17 – Bow gravelly loam, 3 to 8 percent slopes; 35% of area

Soils of the protected property are Bow gravelly loam. This soil is very deep, somewhat poorly drained and was formed in glaciolacustrine material and gravelly glacial drift mantled with volcanic ash. This soil is seasonally wet, which may limit root respiration. Trees may be subject to windthrow.

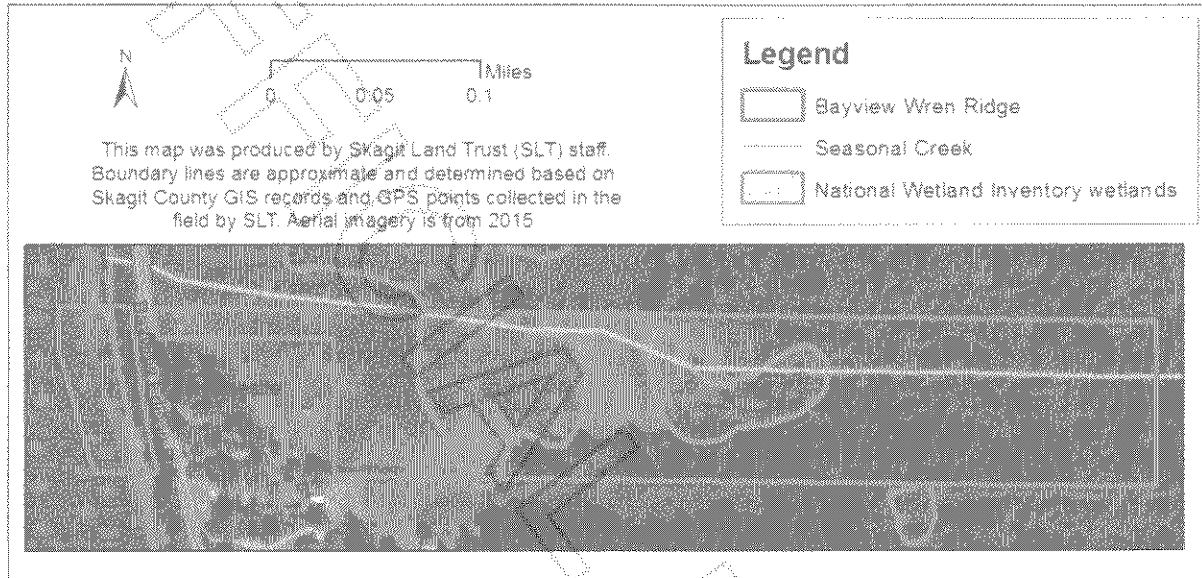
Soil map and information was retrieved via USDA's Web Soil Survey.

Hydrology

There are no perennial streams on the protected property. There is a seasonal stream which originates in or near wetlands in the eastern portion of the property, flows west and exits the protected property along the north boundary before entering Padilla Bay. The seasonal stream feeds ephemeral wetlands on the property (see below).

Priority Habitats and Species

According to National Wetland Inventory and WDFW Priority Habitat and Species (PHS) data, approximately 4.7 acres of freshwater emergent wetland are located within the upland portion of the property (see map of wetlands below). A formal wetland delineation has not been completed, however it is likely the actual wetlands on the property exceed NWI acreage measurement due to the presence of forested wetlands in the NE corner of the property.



Marine Shoreline: Padilla Bay lies along the undeveloped west boundary of the protected area. Padilla Bay is a Puget Sound estuarine system and part of the larger Skagit River delta. The majority of Padilla Bay consists of intertidal and subtidal mudflats covered with extensive meadows of eelgrass, providing habitat for important species. WDFW PHS maps the mudflats as estuarine and marine wetland, and notes that areas with regular waterfowl and shorebird concentrations are adjacent to the shoreline. Undeveloped shorelines allow vital ecological processes to occur, benefiting a wide variety of marine and nearshore dependent species. Padilla Bay is also a designated National Estuarine Research Reserve and features a one of the most significant eel-grass beds on the west coast of the continental U.S. As noted in the 'Geology' section, the bluff above the shoreline is a feeder bluff.

Mixed wetland/prairie: A large portion of the mixed wetland/prairie is mapped as freshwater emergent wetland. Freshwater wetlands are highly productive and can support a high diversity of species. They can also store and filter water moving across the landscape. The prairie provides valuable undisturbed open habitat for a wide variety of bird species and wildlife such as coyotes. Prior to land clearing, development and use as a pasture, this area was likely forested, possibly containing patches of a more regularly inundated wetland system such as Temperate Pacific Freshwater Emergent Marsh (DNR 2015).

Mature coastal forest: The forest was most likely harvested in the 19th or early 20th century, resulting in the current >80 year old second growth forest. The forest may be categorized as a North Pacific Maritime Mesic-Wet Douglas-Fir Western Hemlock Forest (DNR 2015). The canopy is

primarily composed of conifers (particularly *Pseudotsuga menziesii* and *Thuja plicata*, with some *Abies grandis*), with some hardwood co-dominants (*Alnus rubra* and *Populus trichocarpa*) and a diverse understory. Dominant species include Western red cedar and Douglas fir. The northeast corner of the forest, though unmapped in wetland databases, appears to be forested wetland.

Vegetation

Native Vegetation (partial list, additional species are present, some were planted by landowners)

<i>Abies grandis</i> (Grand Fir)	<i>Populus</i> sps. (Aspen sps)
<i>Acer macrophyllum</i> (Big Leaf Maple)	<i>Prunus emarginata</i> (Bitter Cherry)
<i>Alnus rubra</i> (Red Alder)	<i>Pseudotsuga menziesii</i> (Douglas Fir)
<i>Athyrium filix-femina</i> (Lady fern)	<i>Pteridium aquilinum</i> (Bracken Fern)
<i>Betula</i> sps, possibly <i>nigra</i> (Water Birch)	<i>Ranunculus occidentalis</i> (Western buttercup)
<i>Berberis aquifolium</i> (Tall Oregon Grape)	<i>Ribes bracteosum</i> (Stink currant)
<i>Cardamine</i> sps (Cress sps)	<i>Rosa nootkana</i> (Nootka rose)
<i>Carex obnupta</i> (Slough sedge)	<i>Rosa gymnocarpa</i> (Bald-hip rose)
<i>Circaea alpina</i> (Enchanters nightshade)	<i>Rubus parviflorus</i> (Thimbleberry)
<i>Claytonia siberica</i> (Spring beauty)	<i>Rubus spectabilis</i> (Salmonberry)
<i>Corylus cornuta</i> (Beaked Hazelnut)	<i>Rubus ursinus</i> (Trailing Blackberry)
<i>Crataegus douglasii</i> (Douglas hawthorn)	Rush sps.
<i>Dryopteris expansa</i> (Spiny wood fern)	<i>Salix</i> sps (Willow sps)
<i>Galium aparine</i> (Cleavers)	<i>Sambucus racemosa</i> (Red Elderberry)
<i>Geum macrophyllum</i> (Largeleaf avens)	<i>Sorbus scopulina</i> (Western Mountain Ash)
<i>Holodiscus discolor</i> (Oceanspray)	<i>Spiraea douglassii</i> (Douglas spirea)
<i>Lysichiton americanus</i> (Skunk cabbage)	<i>Stachys cooleyae</i> (Hedge nettle)
<i>Maianthemum dilatatum</i> (False lily of the valley)	<i>Symphoricarpos albus</i> (Snowberry)
<i>Oemleria cerasiforma</i> (Indian Plum)	<i>Tellima grandiflora</i> (Fringecup)
<i>Oplopanax horridus</i> (Devils club)	<i>Thuja plicata</i> (Western Red Cedar)
<i>Polystichum munitum</i> (Swordfern)	<i>Tolmiea menziesii</i> (Youth on age)
<i>Polypodium glycyrrhiza</i> (Licorice fern)	<i>Tsuga heterophylla</i> (Western Hemlock)
<i>Populus trichocarpa</i> (Black Cottonwood)	<i>Urtica dioica</i> (Stinging Nettle)
	<i>Vaccinium parvifolium</i> (Red Huckleberry)

Planted Vegetation

<i>Acer circinatum</i> (Vine Maple)	<i>Lonicera involucrata</i> (Twinberry)
<i>Amelanchier alnifolia</i> (Western serviceberry)	<i>Malus fuscus</i> (Oregon crabapple)
<i>Aquilegia Formosa</i> (Western columbine)	<i>Osmorhiza berteroi</i> (Sweetcicely)
<i>Ceanothus integerrimus</i> (Deerbrush)	<i>Philadelphus lewisii</i> (Mock orange)
<i>Chamaecyparis lawsoniana</i> (Port Orford cedar)	<i>Ribes sanguineum</i> (Red flowering currant)
<i>Cornus sericea</i> (Red osier dogwood)	<i>Picea sitchensis</i> (Sitka spruce)
<i>Fraxinus latifolia</i> (Mountain ash)	<i>Pinus contorta</i> (Shore pine)

Invasive Vegetation

Cirsium arvense (Canada thistle)
Cirsium vulgare (Bull thistle)
Geranium lucidum (Shiny geranium)
Geranium robertianum (Herb robert)
Ilex aquifolium (English Holly)

Lamium galeobdolon (Yellow archangel)
Phalaris arundinacea (Reed canary grass)
Rubus armeniacus (Himalayan Blackberry)
Rubus laciniatus (Evergreen Blackberry)

* Species list compiled with the assistance of Libby Mills, one of the landowners.

Wildlife and Habitat

The forest provides habitat for a wide range of species. There is cover for resting, nesting, and hiding from predators or the elements. Understory shrub species, and other vegetation and insects throughout the forest, provide food. There are trees in a wide range of decay, including snags appropriate for nesting and cavity dwelling animals. The mixed wetland/prairie meadow provides a very different type of habitat, including cover for songbirds and mammals. There are some perches for raptors to rest on and hunt from. The wetlands and seasonal stream provide cool, wet soils and sometimes drinking water. The undeveloped marine shoreline also provides extensive and valuable habitat for a wide array of species including forage fish, harbor seals and Great Blue Herons. Herons and other shorebirds are often observed feeding in the mudflats, and raptors such as bald eagles perch in the trees along the top of the bluff. The rocky shoreline is utilized by harbor seals to haul out and park seal pups when they are young.

This protected area adjoins the Padilla Bay NERR and Bay View State Park, providing connectivity within a much larger protected landscape and benefiting species that need space to roam. Development is a threat in immediately surrounding areas, making this corridor even more valuable in the future.

Observed Wildlife Species

The following lists contain species which have been observed on site. Additional, not yet observed species are most likely also utilizing the site.

Amphibians and Reptiles

Chorus frog
Pacific garter snake,
Red-legged frog
Salamander

Birds

American Crow
American Kestrel
American White Pelican
American Wigeon
Anna's Hummingbird
Bald Eagle
Band-tailed Pigeon
Barn Owl
Barn Swallow
Barred Owl
Belted Kingfisher
Black Swift
Black-capped Chickadee
Brant

Bufflehead
Bushtit
Canada Goose
Caspian Tern
Chestnut-backed Chickadee
Cliff Swallow
Common and Barrow's
Goldeneye
Common Loon
Common Merganser
Common Nighthawk
Common Raven
Cooper's Hawk
Double-crested Cormorant

Downy Woodpecker
Eurasian Collared Dove
Glaucous-winged Gull
Great Blue Heron
Great Horned Owl
Greater or Lesser Scaup
Hairy Woodpecker
Horned Grebe
Hutton's Vireo
Killdeer
Mallard
Merlin
Mourning Dove
Northern Flicker

Northern Harrier
Northern Pintail
Northern Rough-winged
Swallow
Northern Saw-whet Owl
Olive-sided Flycatcher
Osprey
Pacific-slope Flycatcher
Peregrine Falcon
Pileated Woodpecker
Purple Martin
Red-breasted Merganser
Red-breasted Nuthatch

Red-breasted Sapsucker
Red-eyed Vireo
Red-necked Grebe
Red-tailed Hawk
Red-throated Loon
Ring-necked Pheasant
Rough-legged Hawk
Rufous Hummingbird
Sharp-shinned Hawk
Short-eared Owl
Snow Goose
Steller's Jay
Surf Scoter

Tree Swallow
Trumpeter Swan
Tundra Swan
Turkey Vulture
Vaux's Swift
Violet-green Swallow
Virginia Rail
Warbling Vireo
Western Grebe
Western Wood-pewee
Willow Flycatcher

Mammal

Black-tailed deer
Brown rat
Chipmunk sp.
Coyote
Deer Mouse
Douglas' Squirrel
Eastern Fox Squirrel
Harbor Seal
Little brown bat sp.
Mole sp.
Northern Flying Squirrel
Raccoon
Shrew sp.
Striped skunk
Townsend's Vole
Virginia Opossum(on road)
Western Cottontail
White-tailed Deer

* Species list compiled with the assistance of Libby Mills, one of the landowners.

Human Environment and History

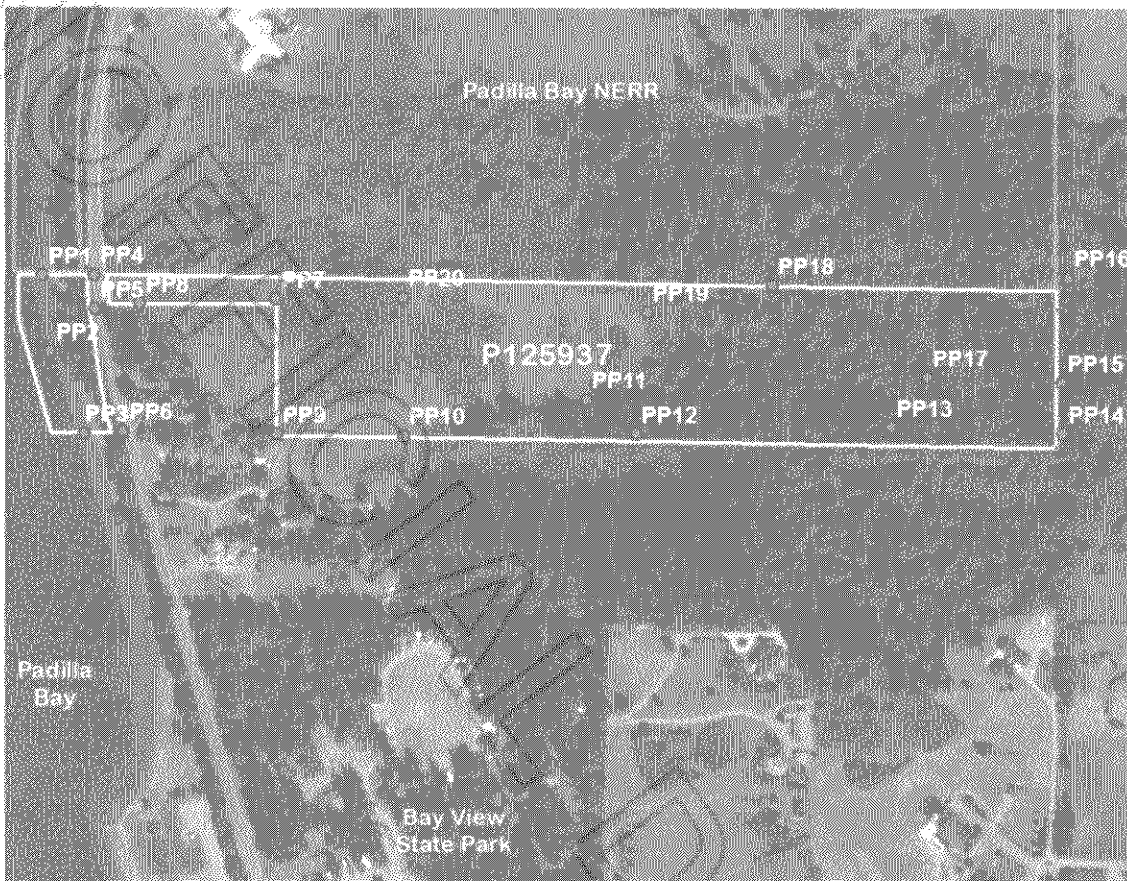
Current Use: The landowners utilize and maintain the protected area for low impact recreation on the approximately one mile trail system (see Site Map). The trail system does not connect to nearby public trails and are currently used exclusively by the landowners, immediate neighbors and their guests.

Structures & Built Environment: No structures are on the protected property. Fence-line remnants are located along the upland portion of the south, east and majority of the north property lines. Several small sitting benches are located along the trail system, as well as garden art consisting of small statues and ornamentation affixed to some trees.

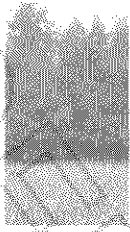
Land Use History: In aerial imagery from 1937 (available from Skagit County), some trees are visible on the eastern side of the protected area, but the ground appears to be cleared beneath them. The western side of the protected area has consistently been cleared since the 1937 aerial imagery was collected.

Cultural Resources: The majority of the property is mapped as high risk for encountering archeological artifacts in the Washington Information System for Architectural & Archaeological Records Data.

Photopoints



Wren Ridge Photopoint Photos June 2017



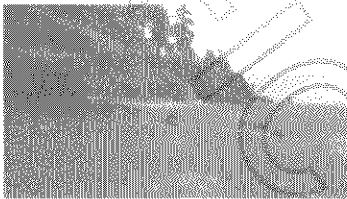
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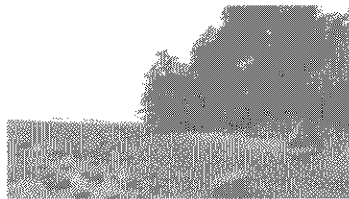
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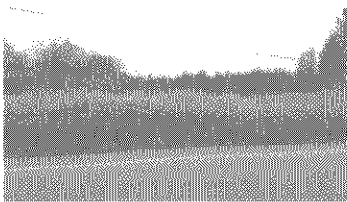
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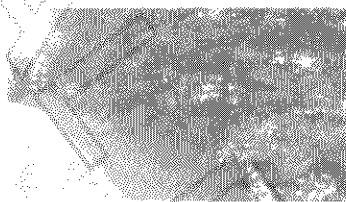
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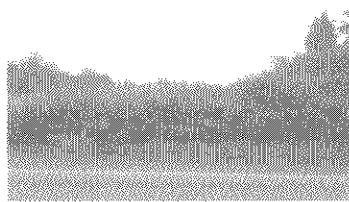
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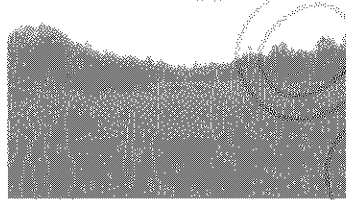
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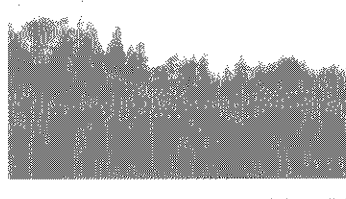
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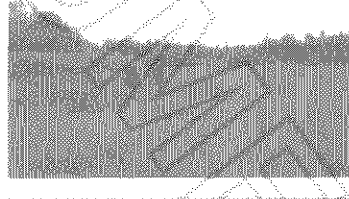
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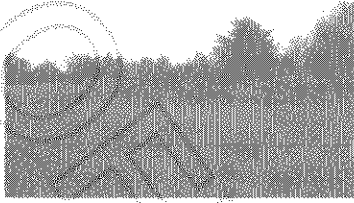


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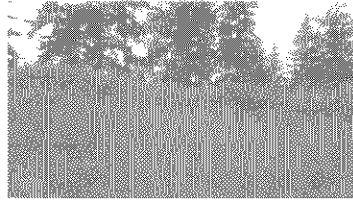


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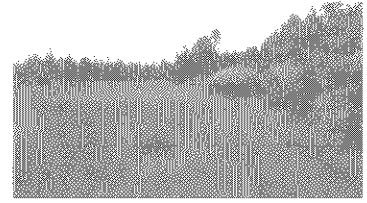
Wren Ridge Photopoint Photos June 2017



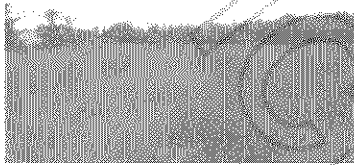
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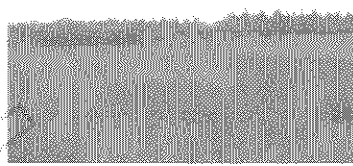
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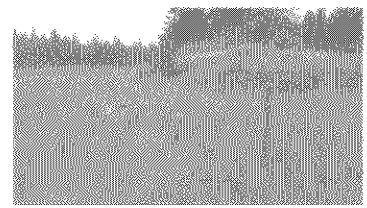
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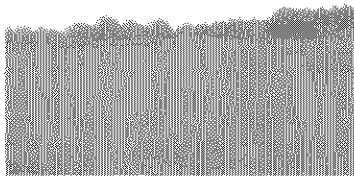
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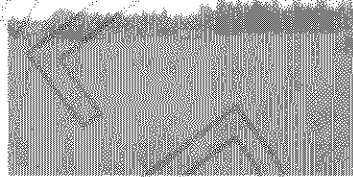
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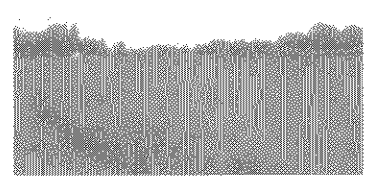
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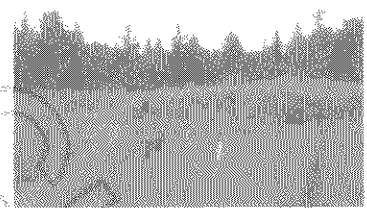
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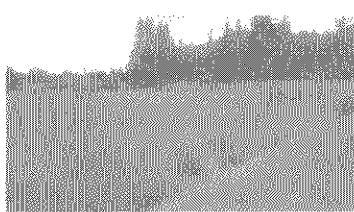
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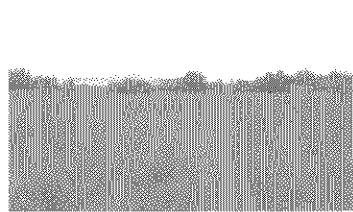
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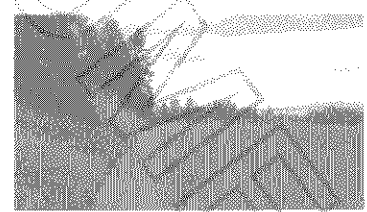
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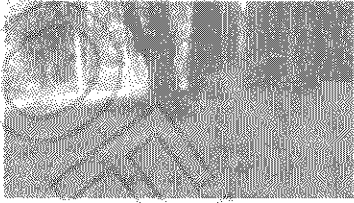


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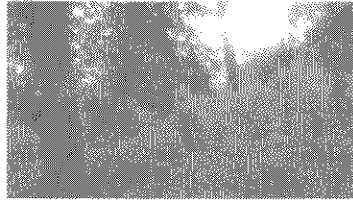


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Wren Ridge Photopoint Photos June 2017



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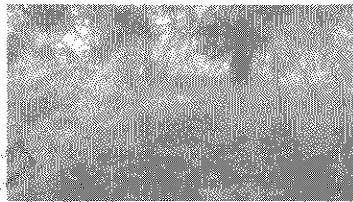
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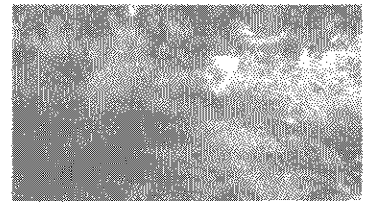
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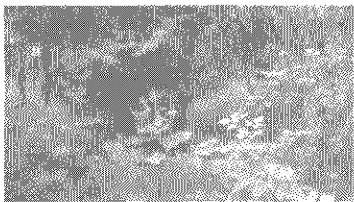
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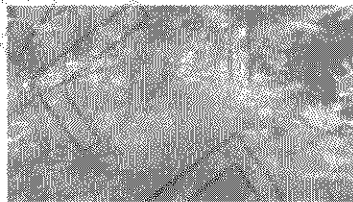
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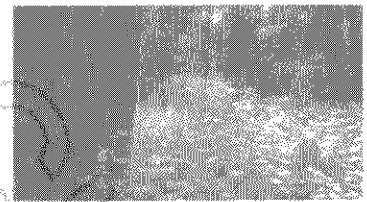
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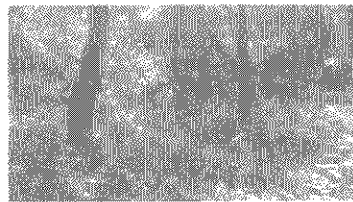
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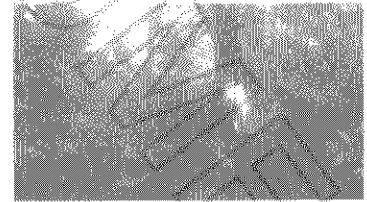
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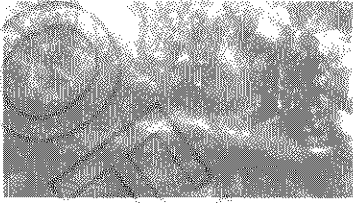


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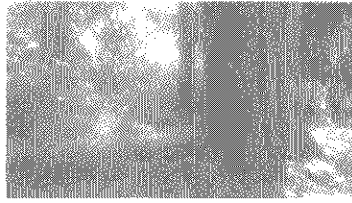


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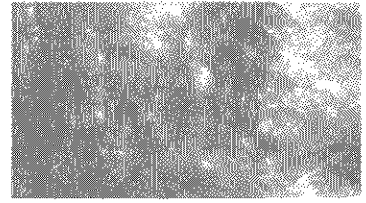
Wren Ridge Photopoint Photos June 2017



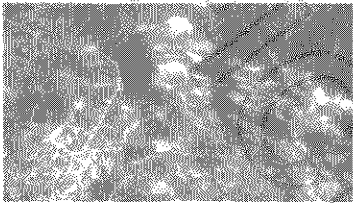
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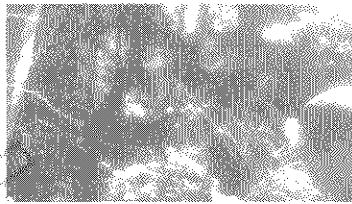
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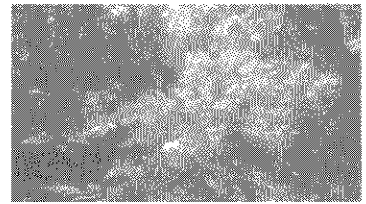
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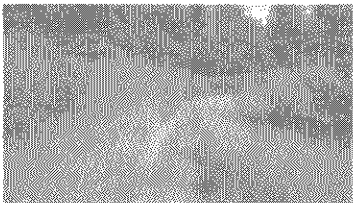
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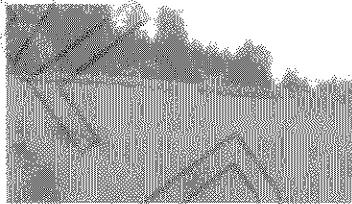
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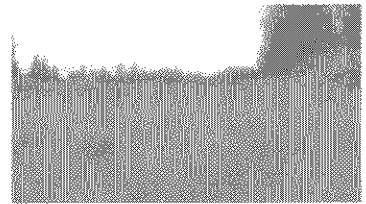
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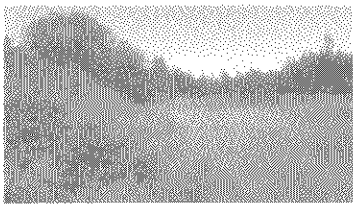
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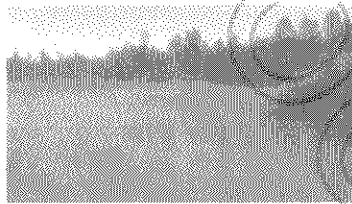
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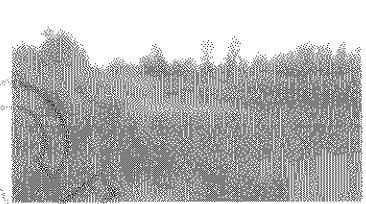
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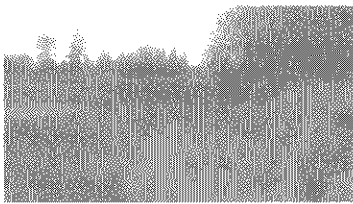
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BayviewWrenRidge.2017.06.21.PP20.SE

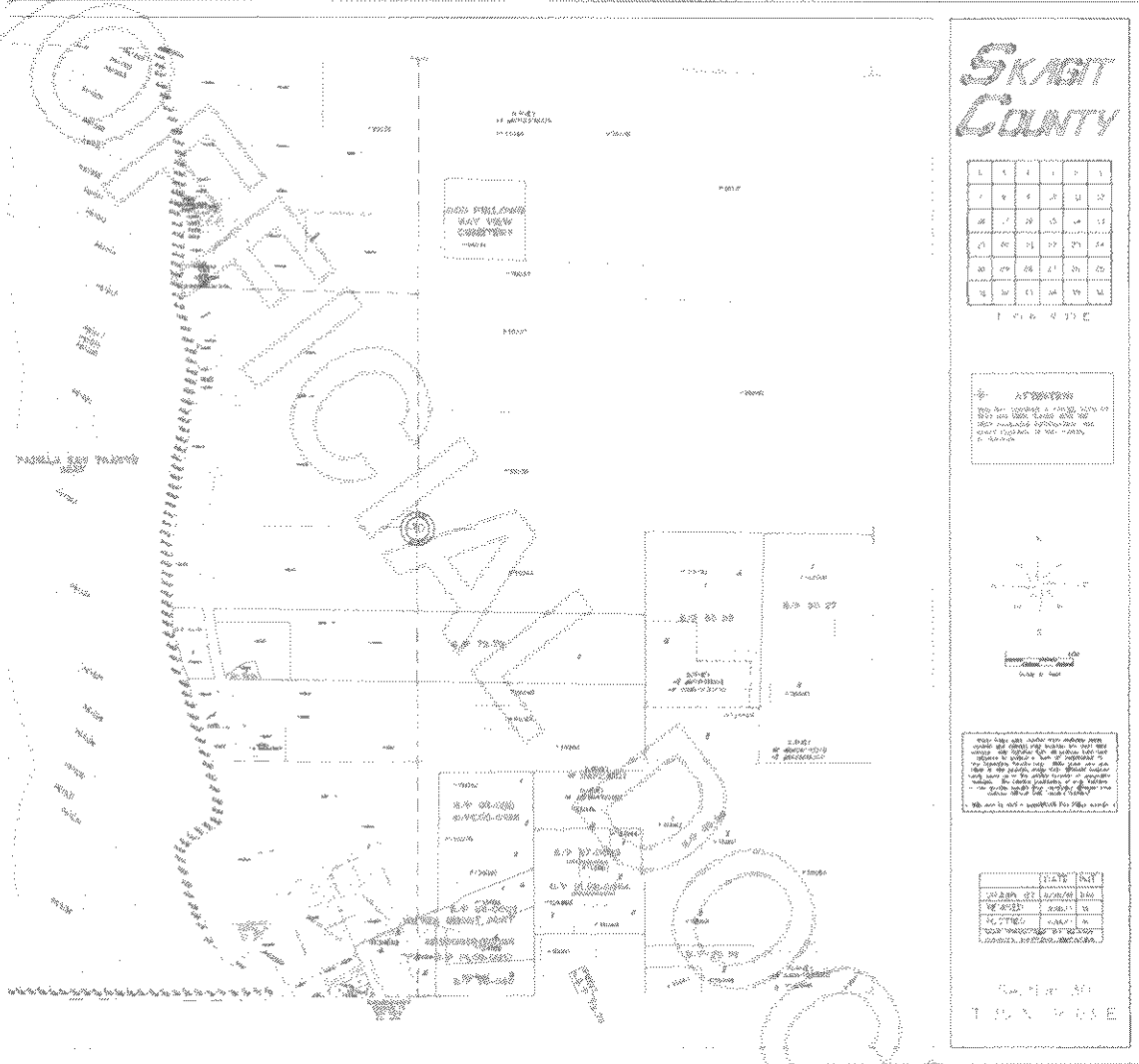


BayviewWrenRidge.2017.06.21.PP20.SW



BayviewWrenRidge.2017.06.21.PP20.W

Assessors Map



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

- Title report
- Photopoints (high resolution digital files)
- Updated species lists

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


A.J. Kuntze II, Grantor

date: 10-2-17


Elizabeth A. Mills, Grantor

date: 10-2-17


Michael Kirshenbaum
Conservation Director
Skagit Land Trust, Grantee

date: 10-2-17