Name & Return Address:

Skagit River System Coop
PO Box 368
LaConner, WA 98257

201802080036
Skagit County Auditor $208.00
2/8/2018 Page 1 of 85 11:03AM

Washington State Recorder's Cover Sheet (RCW 65.04) Please print legibly or type information.

Document Title(s)	Grant Deed of Conservation Easement
Grantor(s) John Snyder ____ Additional Names on Page ____ of Document	GUARDIAN NORTHWEST TITLE CO. 111527
Grantee(s) Skagit River System Cooperative ____ Additional Names on Page ____ of Document	
Legal Description (Abbreviated: i.e., lot, block & subdivision name or number OR section/township/range and quarter/quarter section) O/S #176 & #177 AF #750990 1972 PHN SW 1/4 AKA Lt 2 S/P #94-014 AF #9408050002 Complete Legal Description on Page ____ of Document	
Auditor's Reference Number(s)	
Assessor's Property Tax Parcel/Account Number(s)	P39268

Non Standard Fee $50.00

By signing below, you agree to pay the $50.00 non standard fee.

I am requesting an emergency non standard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

Marla Nichols

Signature of Party Requesting Non Standard Recording

NOTE: Do not sign above or pay additional $50.00 fee if document meets margin/formatting requirements.

The Auditor/Recorder will rely on the information provided on this cover sheet.
Staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

When recorded return to:

Skagit River System Cooperative
PO Box 368
La Conner, WA 98257

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX
2018483
FEB 08 2018
Amount Paid $1,251.00
Skagit Co. Treasurer
By Linda Deputy

Grantor: John Snyder

Grantee: Skagit River System Cooperative

Brief Legal Description: (20.0000 ac) O/S#176 & 177 AF#750990 1972 PTN SW1/4 AKA LT 2 S/P#94-014 AF#9408050002

Assessor's Tax Parcel Numbers: P39268

GRANT DEED OF CONSERVATION EASEMENT

THIS GRANT DEED OF CONSERVATION EASEMENT is made this 1st day of February, 2018 ("Easement"), by John Snyder, who also appears of record as John Snyder, residing at 25040 State Route 20, Sedro Woolley, WA 98284 ("Grantor"), in favor of the Skagit River System Cooperative, a Tribal Consortium of the Swinomish Tribal Community and The Sauk-Suiattle Indian Tribe, qualified to do business in Washington, having an address at P. O. Box 368, La Conner, WA 98257 ("Grantee"). Grantor and Grantee are collectively referred to herein as the "Parties".

I. RECITALS

A. Grantor is the owner in fee of that certain real property (hereinafter referred to as "Protected Property"), situated on Hansen Creek east of the town of Sedro Woolley, in Skagit County, State of Washington, more particularly described in Exhibit A (legal description) and shown on Exhibit B (site map), and Exhibit C (Baseline Summary), all of which are attached and made part hereof by this reference.

B. The Protected Property represents a desirable tract of private land in the lower watershed of Hansen Creek that is suitable for inclusion in reach level plans for ecological restoration. The Protected Property consists of approximately 10.85 acres that includes wetland soils and hydrology contributing to the ecological functions of Hansen Creek. For purposes of this Easement, the Protected Property is divided into one (1) Specified-Use Areas, current conditions of which as of the Effective Date of this Easement are described in Baseline Summary and summarized below:

1. *Riparian and Wetland Restoration Area.* The Riparian and Wetland Restoration Area is an approximately 10.85 acre habitat area that will be associated with the Hansen Creek Reach 5 Channel Relocation Project. The Hansen Creek Reach 5 Relocation Project seeks to restore the ecological functions of the Hansen Creek and Red Creek confluence stretching between Highway 20 to the north and Minkler Road to the South, all of which represents a highly productive reach within this significant tributary of the Skagit River, shown on Exhibit B and legally described in Exhibit A attached hereto and made a part hereof by this reference. For purposes of this Easement, riparian habitat is the land area adjacent to aquatic systems with flowing water that contains elements of both aquatic and terrestrial ecosystems that influence each other and provide habitat for fish and wildlife species. Riparian habitat provides vital functions to aquatic and upland ecosystems including, among others: soil and streambank stability, moderation of stream temperature and reduction of nutrients to the aquatic system. As designed the riparian and wetland habitat in the Riparian and Wetland Restoration Area includes over a half-mile of contributing tributaries, 7 acres of riparian forest and 3 acres of hydraulically connected wetlands. The current stream and wetland conditions within the Riparian & Wetland Habitat Area are currently degraded, due to past agricultural grazing, haying and ditching and will benefit from restoration of the riparian and wetland functions contributing to Hansen Creek.

C. The Protected Property is, as of the Effective Date of this Easement, in one (1) contiguous Assessor's tax parcel. Because of its zoning and orientation, the Protected Property could be desirable for ongoing agriculture, and for other uses inconsistent with conservation. In the absence of this Easement, the Protected Property would not be included in the footprint of the Hansen Creek Channel Relocation Project and would be subject to ongoing degradation and impairment of ecological function. Extinguishment of agricultural uses and any future risk of further residential development and additional restrictions in this Easement will eliminate the impacts associated with more intensive residential and recreational land uses and protect the natural character and open-space of the Protected Property and its ecological value.

D. The Protected Property possesses ecological, open space, scenic and forest land values (collectively "Conservation Values") of great importance to Grantor, Grantee, and the people of Skagit County and the State of Washington. The Protected Property provides excellent scenic quality, open space, forestland and diversified wildlife habitat that maximizes the number of wildlife species that use the area. Many passerines (song birds), woodpeckers, owls, waterfowl, and raptors use the Protected Property as do coyote, elk, deer, as well as small mammals and amphibians.

E. The declared policies of Skagit County in the Critical Areas Ordinance of Skagit County (SCC §14.24.20), as adopted July 24, 2000, or as amended, is "to assist in orderly development, conserve the value of property, safeguard the public welfare, and provide for the protection of the quality and quantity of groundwater used for public water supplies (RCW 36.70A.070(1)) and provide protection for the following critical areas. . . . Wetlands, Frequently Flooded Areas . . . and Fish and Wildlife Habitat Conservation Areas. . . . It is the purpose of this Chapter to protect, restore where practical, and enhance fish and wildlife populations and their associated habitats."

F. The Riparian & Wetland Restoration Area of the Protected Property includes tributaries and floodplain of Hansen Creek. The Washington State legislature in RCW 90.70.001 has recognized "that Puget Sound and related inland marine waterways of Washington State represent a unique and unparalleled resource. A rich and varied range of marine organisms composing an interdependent, sensitive communal ecosystem reside in these sheltered waters." The legislature has further recognized that residents of this region enjoy a way of life centered around the waters of Puget Sound which depends upon a clean and healthy marine resource. Restrictions on the uses of the Protected Property would benefit Hansen Creek, the Skagit River and Puget Sound because of the protection of the riparian woodland in the floodplain, and decreased erosion and siltation due to residential construction and ongoing agricultural practices.

Hansen Creek is a highly productive stream that has six anadromous fish species: Chinook, chum, coho, and pink salmon, native char and steelhead trout. Chinook salmon and native char are listed as threatened under the Endangered Species Act, and the stocks of Chinook and steelhead present in Hansen Creek are listed as "Depressed" in the Salmonid Stock Inventory (WDFW and WWTIT 2002). The Skagit Watershed Council, the designated lead entity under Washington State Legislation ESHB 2496, has identified the Protected Property as key habitat for the Puget Sound Chinook and therefore important to restore and protect. In recognition of the importance of the Protected Property, The Washington State Salmon Recovery Funding Board (SRFB), administered by the Recreation and Conservation Office (RCO-SRFB), has provided state and federal grant funds to assist in securing the Easement on said property (RCO/SRFB Project # 14-1248 "Hansen Creek Restoration Acquisition"). The SRFB has also provided state funds to assist in the Hansen Creek Reach 5 Channel Relocation Project referenced in section B.1. above (RCO/SRFB Project #16-1651R)

G. The legislatively declared policies of the State of Washington, in the Revised Code of Washington (hereinafter referred to as "RCW") Chapter 84.34, 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.

H. The specific Conservation Values of the Protected Property are documented in an inventory of relevant features of the Protected Property, dated Feb 12th, a copy of which is on file at the offices of both Grantor and Grantee, is signed by each party, and is incorporated into this Easement by this reference ("Baseline Documentation"). The Baseline Documentation consists of reports, maps, photographs, and other documentation that provide, collectively, an accurate representation of the Protected Property at the time of this grant and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this grant. Grantor and Grantee further agree that, within twelve (12) months of the execution hereof, a collection of additional Baseline Documentation may be compiled by Grantee, and incorporated herein by this reference. Failure to timely compile the additional Baseline Documentation shall not affect the enforceability or validity of any other provision hereof. A summary of said documentation is contained in Exhibit C ("Baseline / Present

Conditions Report Summary"). Any characterization of the timing of this Easement contained in the Baseline Documentation shall not be interpreted so as to alter, amend or otherwise modify this Easement. In any conflict or inconsistency between the terms of this Easement and the Baseline Documentation, the Baseline documentation shall prevail.

I. Grantor intends that the Conservation Values of the Protected Property be preserved and maintained by the continuation of uses and activities on the Protected Property that do not significantly impair or interfere with the Conservation Values. These current and future uses consist of, but are not limited to management and restoration of the riparian and wetland areas in the designated Riparian & Wetland Restoration Area, for fish, wildlife, native flora, open space and scenic quality.

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

K. Grantee agrees by accepting this grant to honor the intentions of Grantor stated herein and 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 Easement by this reference.

II. CONVEYANCE AND CONSIDERATION

A. For the reasons stated above, and in consideration of the mutual covenants, terms, conditions, and restrictions contained herein, Grantor hereby voluntarily 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 to Grantor's reserved rights and uses and to the restrictions set forth herein ("Easement").

B. This is a conveyance of an interest in real property under the provisions of RCW 64.04.130 and RCW 84.34.210. A payment of Seventy-thousand dollars ($70,000) is made by Grantee to Grantor, in consideration of the conveyance, the receipt of which is acknowledged.

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

III. PURPOSE

A. The Conservation Purposes (the "Purpose"). The Purpose of this Easement is to preserve and protect the scenic, open-space, natural character and ecological value of the Protected Property, and to prevent any use of, or activities on, the Protected Property that will

impair or interfere with the Conservation Values on the Protected Property, subject to Grantor's reserved rights for residential, agricultural and forestry and other uses and activities as set forth in this Easement. This Purpose includes to: (1) assure that the Riparian and Wetland Restoration Area as defined in Recital I.B will be retained in, or restored to predominantly its natural condition for the benefit of fish and wildlife. Grantor intends that this Easement will confine the use of, or activities on, the Protected Property to such uses and activities that are consistent with this Purpose, and that the Protected Property shall not be converted or directed to any uses other than those provided herein.

B. Public Access. Preservation of the Protected Property will, subject to Grantor's reserved rights, enhance the general public's visual access to natural, undeveloped environments. Nothing contained herein, however, shall be construed as affording the general public physical access to any portion of the Protected Property.

IV. RIGHTS CONVEYED TO GRANTEE

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

A. Identification and Protection. To identify, preserve and protect in perpetuity and to enhance by mutual agreement the Conservation Values of the Protected Property. Grantee, and its contractors and assigns, are hereby specifically granted the right to restore and manage the riparian habitat within the Riparian & Wetland Restoration Area, including without limitation the right to install and maintain riparian plantings and a livestock fence to exclude livestock from the Riparian & Wetland Area. Such right of Grantee to install and maintain a livestock fence does not eliminate the restriction upon Grantor provided in Subsection V.E.1.v to exclude livestock from the Riparian & Wetland Area.

B. Access and Signage.

1. Grantee and Grantee's representatives, agents and contractors may enter upon the Protected Property annually, and at a mutually agreeable times, for the purpose of: (a) making a general inspection to assure compliance with this Easement; (b) conducting its riparian habitat restoration and management within the Riparian & Wetland Restoration Area; and (c) to place and maintain signs along the perimeter and within the Protected Property to declare that a Conservation Easement has been placed on the property. The number, size, and placement of said signs are to be mutually agreeable to Grantor and Grantee.

2. Grantee and Grantee's representatives and agents may enter upon the Protected Property at such other times as are necessary if there is reason to believe that a violation of the Easement is occurring, for the purposes of enforcing the provisions of this Easement, *provided*, that Grantee shall, prior to such entry, make a good faith effort to contact Grantor by telephone.

C. Scientific/Educational Use. For the benefit of the public, to allow persons or small groups to enter upon the Riparian and Wetland Restoration Area on the Protected Property for educational and/or scientific purposes to observe and study the Riparian and Wetland Restoration Area; provided that any such persons or groups must first make a written request for approval to enter upon the Protected Property from Grantor who shall not unreasonably withhold permission therefore, provided that such research is of limited duration, does not damage or significantly alter the Protected Property, and does not involve specimen collection. Such persons shall agree to abide by any restrictions on access set forth by Grantor.

D. Injunction and Restoration. To seek to enjoin any activity on, or use of, the Protected Property by any person or entity which is inconsistent with this Easement, including trespasses by members of the public, and to undertake or cause to be undertaken the restoration of such areas or features of the Protected Property as may be damaged by activities contrary to the provisions hereof, all in accordance with Section IX (Grantee's Remedies).

E. Assignment. To assign, convey, or otherwise transfer Grantee's interest in the Protected Property in accordance with Section XIV (Assignments) herein.

F. Assignment of Rights to State. Grantor hereby acknowledges its authorization and approval of the assignment of certain rights in this Easement to the State of Washington, acting by and through the Salmon Recovery Funding Board, administered by the Recreation and Conservation Office, which rights shall be co-held by Grantee and the State of Washington through the Recreation and Conservation Office. This Assignment of Rights shall be substantially in the form attached to this Easement as Exhibit D.

V. RESTRICTIONS AND RESERVED RIGHTS

A. Generally.

1. Any use of, or activity on the Protected Property inconsistent with the Purpose of and restrictions contained in this Easement is prohibited, and Grantor acknowledges and agrees that it will not conduct, engage in or permit any such use or activity. Without limiting the generality of the foregoing, the prohibited uses and activities described below, though not an exhaustive list, are inconsistent with the Purpose of this Easement and shall be prohibited, except as expressly provided herein, or as deemed reasonably necessary by Grantee to preserve or protect the Conservation Values of the Protected Property. Grantor reserves for itself and its heirs, successors, and assigns, any use of, or activity on, the Protected Property, which is not inconsistent with the Purpose of the Easement and which is not prohibited herein; *provided* that all such uses and activities shall be consistent and in compliance with applicable federal, state, and local laws.

As described below, restrictions and reserved rights apply to the entire Protected Property.

1. Specific Prohibited Activities and Uses. The following are specific activities and uses that are prohibited on the Protected Property:

i. Surface or subsurface mining, or mining exploration of any kind whatsoever;

ii. Construction or maintenance of multiple unit housing including farmworker housing;

iii. Construction or maintenance of feedlots, commercial arenas, racetracks, golf courses, commercial campgrounds, or aircraft landing sites (except in an emergency), and roads other than roads intended to provide access to and mobility within the Protected Property, as discussed in Subsection V.B.5 hereof.

iv. Any use or activity that causes or is likely to cause significant soil degradation or erosion or significant pollution of any surface or subsurface waters including the use of manure lagoons or disposal of wastewater in manners inconsistent with the terms of this Easement is prohibited on the Protected Property.

v. The alteration or manipulation of wetlands or watercourses, including bank hardening, draining, filling, dredging, ditching, diking, water impoundments or surface or subsurface water withdrawal is prohibited on the Protected Property, except as necessary to protect public health or safety on the Protected Property or adjacent property, or in association with permitted uses in Subsections V.B.5 (Habitat Restoration).

vi. The disposal or storage of rubbish, garbage, debris, hydrocarbons, pesticides, animal or human waste, abandoned vehicles or equipment or parts thereof or other unsightly, offensive, or hazardous waste or material is prohibited on the Protected Property, *except* an on-site domestic waste disposal system, and composting of vegetable or animal waste for on-site use is allowed within the Building Area and Agricultural Area, and other such storage as ordinarily associated with agricultural uses allowed in Subsection V.D below, *provided* such storage is consistent with Best Management Practices as defined in Subsection V.D below.

2. Specific Allowed Activities and Uses. The following are specific activities and uses that are allowed on the Protected Property provided they are conducted in a

manner and intensity that does not materially and adversely impact the Conservation Values of the Protected Property:

i. Low impact recreation (such as hiking, dog walking or bird watching);

ii. Noncommercial hunting and fishing by Grantor and guests in compliance with all federal, state and local regulations;

iii. Foot trail construction, renovation and maintenance provided that such trails shall not exceed three feet in width, and are approved by grantee prior to construction;

iv. Construction, repair and replacement of fences to contain livestock and exclude livestock from the Riparian and Wetland Restoration Area, or to preserve or protect the Conservation Values of the Protected Property; *provided,* Grantor shall exercise reasonable effort to construct and maintain fences, with grantee approval, that will not harm or trap wildlife, and that allow for the safe passage of wildlife across the Protected Property.

v. The Protected Property may be conveyed to an entity that meets the qualifications under the provisions of RCW 64.04.130, for permanent conservation ownership by such qualified entity, and RCW 77.85.010(6), which defines eligible organizations for SRFB grants, subject to the prior written approval of Grantee and the continuation of the terms of this Easement;

vi. Grantor may enter into boundary line adjustments with adjoining lands, or to aggregate existing lots within the Protected Property area, subject to prior written approval by Grantee, and *provided* that such boundary line adjustments do not result in any net loss of acreage to the Riparian and Wetland Restoration Area or the Agricultural Area, and do not materially and adversely impact the Conservation Values on the Protected Property, and that no new parcel may be created by such boundary line adjustments.

3. Roadways. Grantor may maintain, renovate, expand or replace roads or construct new roads that may be reasonably necessary and incidental to carrying out permitted uses and activities on the Protected Property. Roads may be built or relocated within the Riparian & Wetland Restoration Area for habitat restoration purposes only, and only with prior written approval of Grantee in its sole and absolute discretion.

4. Habitat Restoration. Grantee may conduct management practices on the Protected Property designed to enhance or restore naturally occurring habitats. Such activities include planting native species of trees and shrubs; as well as removal of plants that are listed as noxious plants by the State of Washington Department of Agriculture or other non-native invasive species such as Himalayan blackberries. Any such restoration activities to be performed in the Riparian & Wetland Restoration Area that involve major earth moving,

water course alteration or forest management, shall be subject to prior written approval by Grantee in its sole and absolute discretion.

5. Signage. Placement of commercial signs, billboards, or other advertising material are prohibited on the Protected Property, *except* to advertise for sale or rent, to advertise agricultural products produced on-site, or to declare that a Conservation Easement has been placed on the Protected Property, or to post notice of a wildlife area or to state the conditions of access to the Protected Property such as no hunting or trespassing.

6. Emergencies. Activities necessary to protect public health or safety on the Protected Property or adjacent property, or which are actively required by and subject to compulsion of any governmental agency with authority to require such activity are allowed on the Protected Property, *provided* that any such activity shall be conducted in a manner that protects the Conservation Values of the Protected Property to the greatest practicable extent, taking into account all the surrounding circumstances.

7. Specific Prohibited Activities and Uses. The following are specific activities and uses prohibited within the Riparian and Wetland Restoration Area, except in association with permitted uses in Subsections V.B.5 (Restoration) above and except as permitted by an approved Stewardship Plan as described in Section VI below:

i. Structures. The placement or construction of any buildings, structures, or other improvements of any kind (including, without limitation, roads, utilities and parking lots);

ii. Crop Cultivation. The cultivation of any crops including timber products, nursery stock, fruit and vegetables, row crops, and livestock feed;

iii. Application of Agricultural Chemicals. The application of agricultural chemicals including fertilizers, animal wastes and pesticides;

iv. Wildlife Disruption. The intentional disruption of native wildlife breeding and nesting activities;

v. Domestic Animals. The keeping of domestic animals, including grazing livestock;

vi. Alteration of Land. The alteration of the surface of the land, including, without limitation, the excavation or removal of soil, sand, gravel, rock, peat, or sod, *except* for the study of any incidental archeological findings; and

vii. Introduced Vegetation. The introduction of nonnative or invasive plant species.

viii. Vehicles. Operation of off road vehicles, all terrain vehicles, motorcycles, dune buggies, snow mobiles, or other type of motorized recreational vehicles, or

the operation of other sources of excessive noise pollution, except for equipment normally used for proper maintenance and associated with activities permitted in this Section V.

8. Removal of Trees and Other Vegetation. The pruning, topping, cutting down, burning or other destruction or removal of live and dead trees and other vegetation is prohibited in the Riparian and Wetland Restoration Area, *except* as permitted by the Stewardship Plan described below in Section VI. This prohibition includes harvesting or cutting trees for lumber, firewood or Christmas trees, as well as cutting or digging of trees, shrubs or herbs for commercial sale; *Except* that such activities are permitted for: (1) educational or research activities consistent with the Purpose of the Easement; (2) in association with permitted uses in Subsections V.B.6 (Restoration), and Section VI below (Stewardship Plan); or (3) trees or other vegetation that pose a threat to property, public health and safety of neighbors, the general public or users of the Protected Property may be trimmed or removed. A certified arborist shall arbitrate any disagreement regarding the identification of hazardous or diseased trees.

VI. STEWARDSHIP OF RIPARIAN & WETLAND RESTORATION AREA

Grantor agrees to exercise reasonably diligent efforts to protect the fish and wildlife habitat on the Protected Property, including maintaining exclusions for domestic animals from the Riparian and Wetland Restoration Area. No activities that would materially and adversely impact the Conservation Values of the Riparian and Wetland Restoration Area shall be permitted. Grantor further agrees to use the Riparian and Wetland Restoration Area consistent with a Stewardship Plan to be developed by Grantee within twelve (12) months of the Effective Date of this Easement and addressing the following matters: (1) Protection and restoration of healthy riparian forest; (2) Maintenance of restoration plantings and control of invasive species. Grantee shall provide a copy of the Stewardship Plan to Grantor upon completion. Failure to timely complete said plan shall not affect the enforceability or validity of any other provision hereof. Said plan may be revised or updated by Grantee as appropriate, with a copy of any updates provided to Grantor.

VII. NOTICE AND APPROVAL

A. Notice. Grantor shall notify Grantee and receive Grantee's written approval prior to undertaking certain permitted activities provided in Subsections V.B.3 (Subdivision), V.B.4 (Roadways), and V.B.5 (Habitat Restoration). The purpose of requiring Grantor to notify Grantee prior to undertaking certain permitted uses and activities is to afford Grantee an opportunity to ensure that the use or activity in question is designed and carried out in a manner consistent with the Purpose of this Easement. Whenever notice is required, Grantor shall notify Grantee in writing not fewer than thirty (30) days prior to the date Grantor intends to undertake the use or activity in question. The notice shall describe the nature, scope, design,

location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit Grantee to make an informed judgment as to its consistency with the Purpose of this Easement.

B. Approval. Where Grantee's approval is required, Grantee shall grant or withhold its approval in writing within thirty (30) days of receipt of Grantor's written request for approval. Grantee's approval may be withheld only upon a reasonable determination by Grantee that the action as proposed would be inconsistent with the Purpose of this Easement (except as otherwise provided under this Easement). Grantee's approval may include reasonable conditions which must be satisfied in undertaking the proposed use or activity. If Grantor must undertake emergency action to protect health or safety on the Protected Property or must act by and subject to compulsion of any governmental agency, Grantor may proceed with such action without Grantee's approval only if Grantor notifies Grantee prior to taking such action and Grantee cannot provide its approval, with or without conditions, within such time as is reasonable under the circumstances.

C. Grantee's Failure to Approve Within the Required Time. Where Grantee's approval is required, and if Grantee does not grant or withhold its approval in the time period and manner set forth herein, Grantor shall resubmit its notice. If Grantee fails thereafter to act on Grantor's request within thirty (30) days after receipt of the resubmitted notice, Grantor may conclusively assume Grantee's approval of the permitted use or activity in question, as described in Grantor's notice thereof.

D. Addresses for Notices. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing either served personally or sent by first class mail, postage prepaid, addressed to as follows:

To Grantors:
John Snyder
25040 State Route 20
Sedro Woolley, WA 98284

To Grantee:
Skagit River System Cooperative
P. O. Box 368
La Conner, WA 98257

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

VIII. DISPUTE RESOLUTION

If a dispute arises between the Grantor and the Grantee concerning the consistency of any proposed action, activity, or use with the Purpose or terms of this Easement (other than extinguishment of this Easement which shall occur only in accordance with Section XII

below), the Parties shall meet together to discuss the dispute and attempt resolution. Thereafter, if the Parties are unsuccessful in resolving the dispute, either party may request the other party to proceed in accordance with this dispute resolution section and the Parties shall proceed in accordance with this dispute resolution section so long as the party proposing the action, activity or use agrees not to proceed with the proposed action, activity, or use pending resolution of the dispute.

A. Either party may give written notice to the other party of the 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, with each party to pay 50% of the mediator's fees. Both Parties shall meet in good faith as is reasonably requested by the mediator in an attempt to resolve the dispute. Thirty (30) days after appointment of a mediator, if no resolution has been reached to the mutual satisfaction of the Parties, either party may pursue arbitration.

B. Any arbitration shall be conducted pursuant to Washington State statutes, Washington Superior Court Rules and Skagit County Local Rules for Mandatory Arbitration, no matter the amount in controversy or the remedy sought. The arbitrator shall have full powers in law and equity to award damages, declare rights and liabilities, prohibit acts, require that acts be performed or to enjoin any activity or use. To commence arbitration, a party must commence an action in Skagit County Superior Court to compel. The arbitrator's award shall include an award of costs, but not attorney's fees, to the prevailing party and shall be subject to appeal only pursuant to the provisions of Chapter 7.04 RCW now or as hereafter amended. Each party shall be responsible for its own legal fees. The court shall have full jurisdiction to enforce the arbitrator's decision, including Civil and Criminal contempt.

C. The foregoing notwithstanding, either party may commence an action in Superior Court (whether mediation or arbitration has commenced or not) to seek a temporary injunction or preliminary injunction pursuant to Washington State Laws and the Superior Court Rules. The Court shall have exclusive jurisdiction to hear such temporary or preliminary injunction matters and the Superior Court's decision with respect to such injunction requests shall stand until a hearing on the merits is conducted before the arbitrator and an arbitrator's award is made. Each party shall be responsible for its own legal fees in such action. The Court shall enter an injunction at any time it is shown by a preponderance of the evidence that a violation of the terms of this Easement will cause any injury to the Conservation Values protected by this Easement.

IX. GRANTEE'S REMEDIES

A. General. Grantor and Grantee have a common interest in the reasonable application of the terms of this Easement to the Protected Property and the Parties undertake the grant and acceptance of the Easement in a spirit of cooperation which presupposes regular consultation between Grantor and Grantee, not less frequently than annually.

B. Notice of Failure. If Grantee determines that Grantor is in violation of the terms of this Easement or that a violation is threatened, Grantee shall give written notice to Grantor of such purported violation which specifies the provision of this Easement being violated and specifies the corrective action sufficient to cure the violation and, where the violation involves injury to the Protected Property resulting from any use or activity inconsistent with the Purpose of this Easement, to restore the portion of the Protected Property so injured.

C. Grantor's Failure to Respond. If Grantor: (1) fails to cure a violation within thirty (30) days after receipt of a notice thereof from Grantee or under circumstances for which the violation cannot be reasonably cured within the thirty (30) day period, fails to commence curing such violation within thirty (30) days of notice; or fails to continue diligently to cure such violation until finally cured; Grantee may then either invoke dispute resolution as set forth in Section VIII above or bring legal action as set forth in Subsection IX.D below.

D. Grantee's Action. Pursuant to this section, Grantee may bring action in Skagit County Superior Court to enforce the terms of this Easement, to enjoin the violation, ex parte as necessary, by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Easement or injury to any Conservation Values protected by this Easement, including damages for the loss of the Conservation Values; and to require the restoration of the Protected Property to the condition that existed prior to any such injury. Without limiting Grantor's liability therefore, Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Protected Property.

E. Immediate Action Required. If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values of the Protected Property, Grantee may pursue its remedies under this section without prior notice to Grantor or without waiting for the period provided for cure to expire.

F. Nature of Remedy. Grantee's rights under this section apply equally in the event of either actual or threatened violations of the terms of this Easement, and Grantor agrees that Grantee's remedies at law for any violation of the terms of this Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in this section both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this paragraph shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

G. Costs of Restoration. The costs of any restoration of the Protected Property required as a result of Grantor's violation of this Easement, and Grantee's expenses associated with compelling such restoration, shall be borne by Grantor or those of its heirs, successors, or assigns against whom a judgment is entered, or, in the event that the Grantee secures redress

without initiating or completing a judicial proceeding, by Grantor or those of its heirs, successors, or assigns who are otherwise determined to be responsible for the unauthorized activity.

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

I. Waiver of Certain Defenses. Grantor acknowledges that it has carefully reviewed this Grant Deed of Conservation Easement and has consulted with and been advised by legal counsel of its terms and requirements. In full knowledge of the provisions of this Grant Deed of Conservation Easement, Grantor hereby waives any claim or defense it may have against Grantee or its successors in interest under or pertaining to this Grant Deed of Conservation Easement based upon waiver, laches, estoppel, adverse possession, or prescription, except as contemplated by the estoppel certificate procedure of Subsection IX.K below,.

J. Acts Beyond Grantors Control. Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor to abate, correct, or restore any condition on the Protected Property or to recover damages for any injury to or change in the Protected Property resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any action taken by Grantor in good faith under emergency conditions to prevent, abate, or mitigate significant injury to the Protected Property resulting from such causes.

K. Estoppel Certificates. Upon request by Grantor, Grantee shall within thirty (30) days execute and deliver to Grantor any document, including an estoppel certificate, which certifies Grantor's compliance or lack thereof with any obligation of Grantor contained in this Easement and otherwise evidences the status of this Easement as requested by Grantor.

L. Limitation on Damages and Actions. Notwithstanding any other provision of this Easement, Grantee shall have no right of action for damages, specific performance, or other remedy pertaining to any condition existing prior to the Effective Date of this Easement, *except* as to Grantee's right to obtain indemnification as set forth in Section XI.F.

X. ACCESS BY PUBLIC

Nothing contained herein, shall be construed as affording the general public access to the Protected Property.

XI. COSTS, LIABILITIES, TAXES, AND INDEMNIFICATION

A. Liabilities and Insurance. Grantee retains all responsibilities and shall bear all costs and liabilities of any kind related to the operation, upkeep, and maintenance of the Protected Property, including the maintenance of adequate comprehensive general liability insurance coverage. Such insurance shall include interest and name Grantor as an additional insured and provide for at least thirty (30) days' notice to Grantor before cancellation and that the act or omission of one insured will not invalidate the policy as to the other insured party.

B. Taxes. Grantor shall pay before delinquency all taxes, assessments, fees, 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 Easement, and shall furnish Grantee with satisfactory evidence of payment upon request. Grantee is authorized, in the absence of any formal protest from Grantor as to the validity of such taxes, but in no event obligated to make or advance any payment of taxes, upon ten (10) working days' prior written notice to Grantor, in accordance with any bill, statement, or estimate procured from the appropriate authority, without inquiry into the validity of the taxes or the accuracy of the bill, statement, or estimate, and the obligation created by such payment shall bear interest until paid by Grantor at the rate of one percent per month.

C. Liens Subordinated. Grantor represents that as of the date of this grant, there are no liens or mortgages outstanding against the Protected Property. Grantor may hereafter use the Protected Property as collateral to secure the repayment of debt, provided that any lien or other rights granted for such purpose are subordinate to Grantee's rights under this Easement. Under no circumstances may Grantee's rights be extinguished or otherwise affected by the recording, foreclosure, or any other action taken concerning any future lien or other interest in the Protected Property.

D. Environmental Provisions.

1. Grantor represents and warrants that to the best of Grantor's knowledge there has been no release, dumping, burying or abandonment on the Protected Property; and there is no pending or threatened litigation affecting the Protected Property or any portion thereof which will materially impair the value or usefulness of the Protected Property or any portion thereof to the Grantee. No civil or criminal proceedings have been instigated or are pending against the Grantor or its predecessors by government agencies or third parties arising out of alleged violations of environmental laws, and neither Grantor nor its predecessors in interest have received any notices of violation, penalties, claims, demand letters, or other notifications relating to a breach of environmental laws.

2. If, at any time, there occurs, or has occurred, a Release, not caused by Grantee, in, on, or about the Protected Property of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or

requirement as hazardous, toxic or dangerous to the air, water or soil, or in any way harmful or threatening to human health or environment, Grantor agrees to take all steps necessary to assure its Remediation, including any cleanup that may be required, unless the release was caused by Grantee, in which case Grantee should be responsible for Remediation. Notwithstanding the foregoing, if such Release or Grantor's performance of such remediation adversely affects the Conservation Values, Grantee's rights regarding restoration of the Conservation Values shall be as provided under Section IX above.

3. The following definitions apply to this section:

The term "Remediation" shall mean a clean up, containment or other action relating to Hazardous Substances required by law or an agency enforcing a law.

The term "Release" shall mean any release, generation, treatment, disposal, storage, dumping, burying, abandonment, or migration (other than incidental migration) from off-site.

The term "Hazardous Substance" shall mean any substances, materials, or wastes that are hazardous, toxic, dangerous, or harmful or are designated as, or contain components that are, or are designated as, hazardous, toxic, dangerous, or harmful and/or that are subject to regulation as hazardous, toxic, dangerous, or harmful or as a pollutant by any federal, state, or local law, regulation, statute, or ordinance, including, but not limited to, petroleum or any petroleum product. The term "Hazardous Substances" shall not include "biosolids" applied in accordance with federal, state and local law.

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

F. Grantor's Indemnification. Grantor shall hold harmless, indemnify, and defend Grantee and its members, directors, officers, employees, agents, and contractors and the heirs, personal representatives, 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, attorneys' and consultants' fees, arising from Grantor's acts or omissions relating to the Protected Property or this Easement, the obligations specified in subsections A and B of this section, the breach of the environmental provisions in subsection D of this section or the existence or administration of this Easement. The foregoing provision shall not be narrowed, limited, or otherwise affected by Grantor's disclosure of any condition on the Protected Property or the absence of any representation or warranty, express or implied, relating to any condition on the Protected Property, whether existing as of the Effective Date of this Easement or thereafter.

G. Grantee's Indemnification. Grantee shall hold harmless, indemnify, and defend Grantor and Grantor's members, directors, officers, employees, agents, and contractors and the heirs, personal representatives, 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, attorneys' and consultants' fees, arising from Grantee's acts or omissions relating to the Protected Property or this Easement.

XII. EXTINGUISHMENT, RELEASE, TRANSFER

A. Extinguishment. If circumstances arise in the future that render the Purpose of this Easement impossible to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction, and the amount of the proceeds to which Grantee shall be entitled, after the satisfaction of prior claims, from any sale, exchange, or involuntary conversion of all or any portion of the Protected Property subsequent to such termination or extinguishment, shall be determined, unless otherwise provided by Washington law at the time, in accordance with subsection B herein. Grantee shall use all such proceeds in a manner consistent with the Purpose of this grant.

B. Termination and Proceeds. Not withstanding that this Conservation Easement is an obligation, and not a financial asset, should it be extinguished, which may be accomplished only by judicial proceedings, or should any interest in the Protected Property be taken by exercise of the power of eminent domain or acquired by purchase in lieu of condemnation subject to prior written consent of Grantee, Grantee is entitled to a share of the proceeds of any sale, exchange, or involuntary conversion of the property formerly subject to this Easement, according to Grantee's proportional interest in the Protected Property as determined and as required under Treasury Regulations 1.170-A-14(g)(6)(ii). Grantee's proportional interest is determined as of the date of this grant and will not include value attributable to authorized improvements to the Protected Property made after the date of this grant, except as to improvements that are made by or at the expense of Grantee. Grantee will use such proceeds for its conservation purposes.

C. Subsequent Transfers. Grantor agrees (1) to incorporate the terms of this Easement in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Protected Property, including without limitation, a leasehold interest, and (2) to describe this Easement in and append it to, any executory contract for the transfer of any interest in the Protected Property. Grantor further agrees to give written notice to Grantee of the transfer of any interest of at least thirty (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 his or her representative. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability in any way.

XIII. AMENDMENT

A. General. If circumstances arise under which an amendment to or modification of this Easement would be appropriate, Grantor and Grantee are free to jointly amend this Easement; provided that no amendment shall be allowed that shall affect the qualification of this 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 Internal Revenue Code, as amended, and any amendment shall be consistent with the Purpose of this Easement, and shall not affect its perpetual duration. Any such amendment shall be recorded in the official records of Skagit County, Washington, and any other jurisdiction in which such recording is required.

XIV. ASSIGNMENTS

A. Assignment. This Easement is transferable, but Grantee may assign its rights and obligations under this Easement *except* as provided in Section IV.F (Assignment of Rights to State) above only to an organization that is a qualified organization at the time of transfer under Section 170(h) of the Internal Revenue Code of 1986, as amended (or any successor provision then applicable), and the applicable regulations promulgated thereunder, and authorized to acquire and hold conservation easements under RCW 64.04.130 or RCW 84.34.250 (or any successor provision then applicable). As a condition of such transfer, Grantee shall require that the Purpose that this Easement is intended to advance 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.

B. 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 Grantee shall cease to exist, then its rights and duties hereunder shall become vested and fall upon the following named entities to the extent that they shall accept this Easement, in the following order:

1. Swinomish Tribal Community
11404 Moorage Way
LaConner, WA 98257

2. Such other entity, with purposes similar to the Skagit River System Cooperative, constituting a "qualified organization" within the meaning of the Code (or corresponding provision of any future statute), and authorized to hold the Easement under RCW 64.04.130 (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 Easement shall vest in such organization as a court of competent jurisdiction shall direct, pursuant to the applicable Washington law and the Internal Revenue Code (or corresponding provision of any future statute) and with due regard to the Purpose of this Easement.

XV. 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 Easement.

XVI. GENERAL PROVISIONS

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

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

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

D. Entire Agreement. This instrument sets forth the entire agreement of the Parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment that complies with Section XIII herein.

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

F. "Grantor" - "Grantee". The terms "grantor" and "grantee" whenever used herein, and any pronouns used in the place thereof shall mean and include, respectively, the above-named Grantor, and its personal representatives, heirs, successors and assigns and the above-named Grantee, and its successors and assigns. All covenants, terms, conditions, restrictions and rights of this Easement shall be binding upon and inure to the benefit of the Parties hereto and their respective personal representatives, heirs, successors and assigns, and shall continue as a servitude running in perpetuity with the Protected Property.

G. Termination of Rights and Obligations. A party's rights and obligations under this Easement terminate upon transfer of the party's interest in the Easement or Protected Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

H. Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

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

J. Effective Date. The effective date ("Effective Date") of this Easement is the date of its recording in the official records of Skagit County, Washington.

SCHEDULE OF EXHIBITS

A. Legal Description of Property Subject to Easement (Protected Property)
B. Site Map
C. Baseline Report Summary
D. Assignment of Rights Document

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

IN WITNESS WHEREOF, the undersigned Grantor has executed this instrument this 6 day of February, 2018.

John Snyder

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

On this 6 day of February, 2018, before me, a Notary Public in and for the State of Washington, personally appeared John Snyder, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons who executed this instrument and acknowledged it to be their free and voluntary acts and deeds for the uses and purposes mentioned in the instrument.

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

BLAKE A THORN
COMMISSION EXPIRES
NOTARY PUBLIC
10/05/2021
STATE OF WASHINGTON

NOTARY PUBLIC in and for the State of Washington, residing at Island County
My appointment expires 10/05/21
Print Name Blake A Thorn

THE SKAGIT RIVERSYSTEM COOPERATIVE does hereby accept the above Grant Deed of Conservation Easement.

Grantee: Skagit River System Cooperative

Jason Joseph, Board Chair

Dated: 2-6-2018

Attestation:

~~Janice Martin,~~

Dated:

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

On this 6th day of February 2018, before me, a Notary Public in and for the State of Washington, personally appeared Jason Joseph, Board Chair, of the Skagit River System Cooperative, a Tribal Conservation Consortium, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument on behalf of the corporation and acknowledged it to be the free and voluntary act and deed of the corporation for the uses and purposes mentioned in the instrument.

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

ELEANOR ROMERO
NOTARY PUBLIC
COMM. EXPIRES
JUNE 23, 2021
STATE OF WASHINGTON

NOTARY PUBLIC in and for the State of Washington, residing at Mt Vernon
My appointment expires 6/23/2021
Print Name Eleanor Romero

EXHIBIT A

Legal Description of Property Subject to Easement (Protected Property)

SNYDER CONSERVATION EASEMENT AREA

Legal Description For

RCO Project: Hansen Creek Restoration Acquisition - #14-1248

ALL THAT PORTION OF LOT 2, OF THAT CERTAIN SKAGIT COUNTY SHORT PLAT NO. 94-014, APPROVED 2ND DAY OF AUGUST 1994 AND RECORDED 5TH DAY OF AUGUST 1994, UNDER AUDITORS FILE NO. 199408050002 IN VOLUME 11 OF SHORT PLATS, PAGE 95 RECORDS OF SKAGIT COUNTY, WASHINGTON AND ALL BEING LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 35 NORTH, RANGE 5 EAST, W.M. FROM WHICH THE "SNYDER CONSERVATION EASEMENT LAND" DESCRIBED AS ALL THAT PORTION OF THE BEFORE-MENTIONED, PARENT PARCEL "A" HERE-IN-AFTER, LYING WESTERLY AND SOUTHERLY OR ON THE RIGHT SIDE OF A LINE AS IT TRAVERSES SOUTHERLY AND EASTERLY THROUGH SAID PARENT PARCEL, THE LINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 2, FROM WHICH REFERENCE POINT "A" BEARS NORTH 0°12'37" WEST, A DISTANCE OF 590.42', THENCE NORTH 88°17'17" WEST, ALONG THE SOUTH LINE OF SAID LOT 2, A DISTANCE OF 789.18 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2; THENCE NORTH 0°18'25" WEST, ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 644.70 FEET TO THE INTERSECTION OF AN EXISTING DRAINAGE DITCH CENTERLINE, SAID POINT BEING THE **TRUE POINT OF BEGINNING OF SAID LINE;** THENCE SOUTH 75°40'50" EAST ALONG THE APPROXIMATE CENTERLINE OF SAID DITCH 248.41 FEET TO A POINT WHICH BEARS NORTH 88°17'17" WEST AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 2 AND ALSO BEING WITHIN THE BANKS OF A NORTH/SOUTH INTERSECTING DITCH LINE; THENCE SOUTH 88°17'17" EAST PARALLEL WITH SAID SOUTH LINE OF SAID LOT 2 549.67 FEET TO THE BEFORE-MENTIONED REFERENCE POINT "A" AND **TERMINUS OF SAID LINE.**

CONTAINING 472,496.5 SQ. FT. [10.85 ACRES]

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON

EXHIBIT B

Site Map of Protected Property

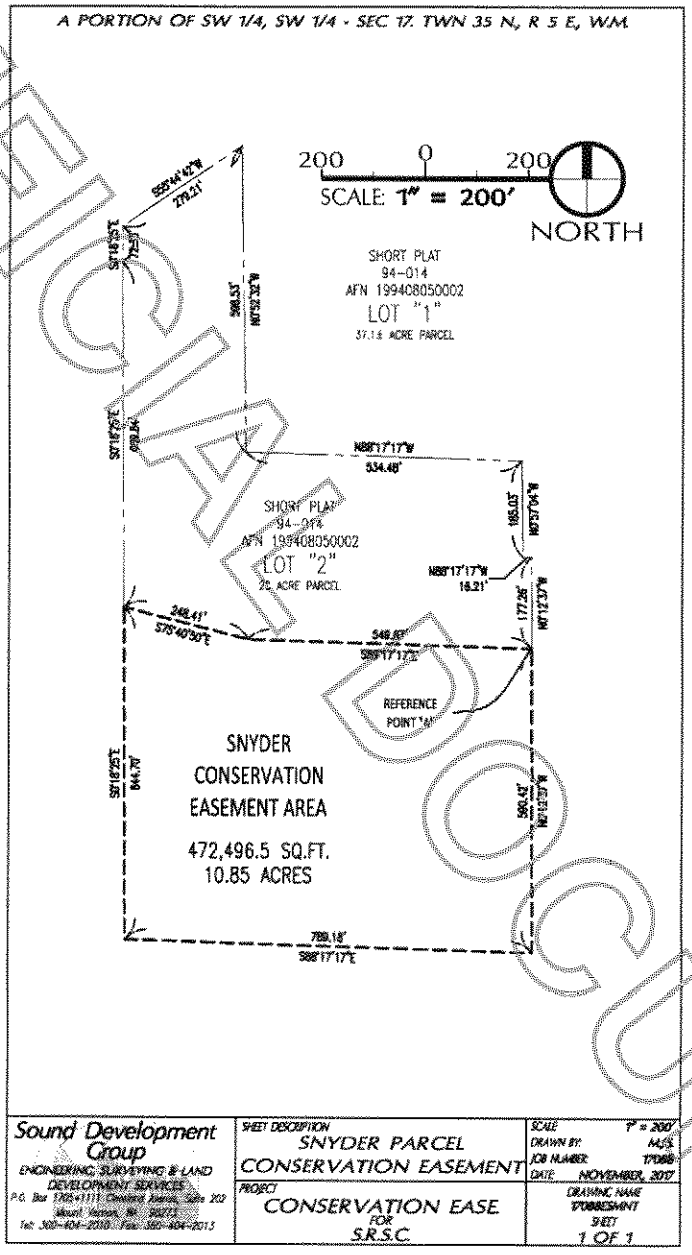

Exhibit C
BASELINE CRITICAL AREAS SITE ASSESSMENT SUMMARY REPORT
FOR CONSERVATION EASEMENT AREA OF THE
SNYDER PROPERTY Parcel #P39268

2017 Skagit County Pictometry Aerial Photo

Prepared by:
Brenda Clifton
Steve Hinton
Skagit River System Cooperative

January 24, 2018

Qualifications

Brenda Clifton, MSc is a plant ecologist with over 15 years of experience in plant biology and 10 years of experience in delineating wetlands, preparing wetland reports, conducting function assessments, and designing native revegetation projects. She earned her Master's degree in Regional Development and the Environment from the Universidade Estadual de Santa Cruz, in Bahia, Brazil. She completed a 38-hour Army Corps of Engineers Wetland Delineation Training Program (Certificate number 5543). Her areas of expertise include wetland plant identification, vegetation surveys, soil assessments, and vegetation monitoring programs. Brenda Clifton performed the field reconnaissance, identified and delineated the on-site wetlands, identified fish and wildlife habitat conservation areas, and coauthored this report.

Steve Hinton, MSc has been a program manager for the Swinomish and Sauk-Suiattle Tribal communities, managing habitat restoration projects in the Skagit River Watershed for 18 years. He has over 20 years of experience performing wetland delineations, assessing wetland functions and values, analyzing wetland impacts, preparing wetland reports and recommending and designing wetland restoration projects. His areas of expertise include environmental policy, restoration ecology and project management. Steve Hinton oversaw all the activities preformed for this assessment and coauthored the report.

Contents

Executive Summary

This critical area site assessment of the conservation easement area designated in Figure 1 of parcel #P392688 follows federal, state, and Skagit County regulations. Skagit County critical areas within the study area include: wetland, fish and wildlife habitat conservation area, and Zone B 100-year floodplain. Furthermore, there are several jurisdictional ditches, as regulated by the Seattle District of the U.S. Army Corps of Engineers.

We identified one wetland in this study: Wetland G (Table 1). This wetland extends through mowed pastures and connects to drainage ditches. Herrera (2016a) also identified portions of this wetland in Puget Sound Energy parcels 40027, 40028 and 39269.

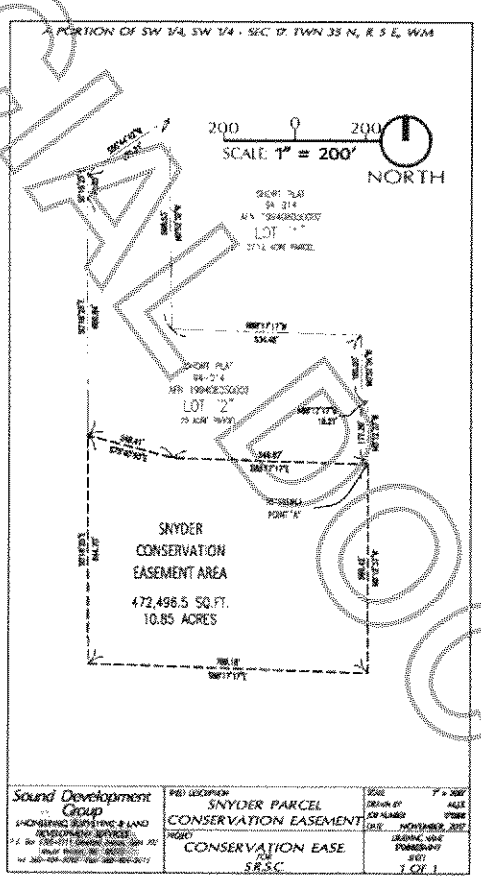

Figure 1: Exhibit of Surveyed Conservation Easement Area

Table 1. Wetland delineated in study area.

Wetland Name	Size of Wetland Portion Delineated by SRSC (Acres)[a]	USFWS Vegetation Classification[b]	Hydrogeomorphic Classification[c]	Washington State Department of Ecology Rating Category (2014)[d]	Skagit County Standard Buffer Width (feet)[e]	Skagit County Optional Buffer Width (feet)[f]
H	8.4	PEM	Depressional	III	110	75

a Wetland size is only for portion delineated within the study area.

b US Fish and Wildlife Service classification is based on Cowardin et al. (1979): palustrine forested (PFO), palustrine scrub-shrub (PSS), and palustrine emergent (PEM).

c Hydrogeomorphic classification is based on Brinson (1993).

d According to Skagit County Code (SCC) 14.24.210, wetland Category is based on the Washington State Department of Ecology (Ecology) wetland rating system (Hruby 2014).

e Standard wetland buffer widths according to SCC 14.24.230(1)(a) and based on the Ecology wetland rating and moderate intensity adjacent land use.

f Optional wetland buffer widths according to SCC 14.24.230(1)(b) and based on a habitat score between five and seven derived from the Ecology wetland rating and moderate intensity adjacent land use.

1. Introduction

This assessment analyzes the current state of critical areas in the conservation easement of parcel 392688, which include: wetlands, a fish and wildlife habitat conservation easement and Zone B 100-year Floodplain (FEMA 1989). This assessment also reports on jurisdictional ditches. It provides wetland ratings and required buffer widths, and complies with local, state, and federal laws and regulations.

We assessed critical areas in this site in part to support the Hansen Creek Reach 5 Channel Restoration project. The Skagit River System Cooperative and Skagit County will reconfigure Hansen Creek from its straighten and degraded state to a more suitable location to the east, and replace an undersized culvert on Minkler Road. This will further goals outlined in the Hansen Creek Watershed Management Plan (Miller Consulting 2002). The project aims to restore natural processes along Hansen Creek, to improve habitat for salmonids, and to mitigate ongoing flood control activities.

2. Background

Parcel 39268 is between Fruitdale Road, Minkler Road and State Route 20, just east of Sedro-Woolley, in Section 17, Township 35 North, Range 5 East (Figure 1). In 2017, the land owner entered into a conservation easement real estate purchase and sale agreement to protect the property's conservation values. A U.S. Geological Survey quad map shows contiguous conservation properties in Appendix A (Figure A-1).

The study area encompasses a portion of the Hansen Creek floodplain, within the lower third of the Hansen Creek watershed, where the topography is gentle (ranging from 60-70 feet in elevation) and the creeks are low gradient (less than 1.5%; Miller Consulting 2002). The Hansen Creek floodplain in this stretch includes the confluence with Red Creek. Reconstructed survey data from the 1877 General Land Office plat map indicates that historically the reach included a forested terrace and floodplain, and Hansen Creek meandered through a large wetland (Collins and Sheikh 2002).

Hansen Creek is one of the few low gradient, north bank tributaries of the middle Skagit River that is large enough for spawning Chinook. Fish surveys have recorded several fish listed as threatened under the Endangered Species Act in Hansen Creek, including fall Chinook salmon, winter and summer steelhead trout, and bull trout. Washington State also lists Chinook salmon and bull trout as candidate endangered species.

Agricultural and residential development have degraded riparian and habitat conditions in the Hansen Creek floodplain. Aerial photographs from 1937 show extensive tree clearings, channel modifications (including a straightened Hansen Creek channel), and residential buildings. Landowners harvested most of the remaining trees by the late 1960's. Together with the county, they have continued to modify channels, construct berms, and dredge to protect properties from flooding. Decades of degradation have impacted channel geomorphology, riparian conditions, and fish access and utilization of native habitats.

The assessment area is predominantly flat pastureland, with slight depressions. Photos of the easement showing the four cardinal directions are in Appendix B (Figures B-1 – B-4). The wetland consists of emergent vegetation communities. Agricultural drainage ditches run along parcel and field boundaries, often through or along the wetland.

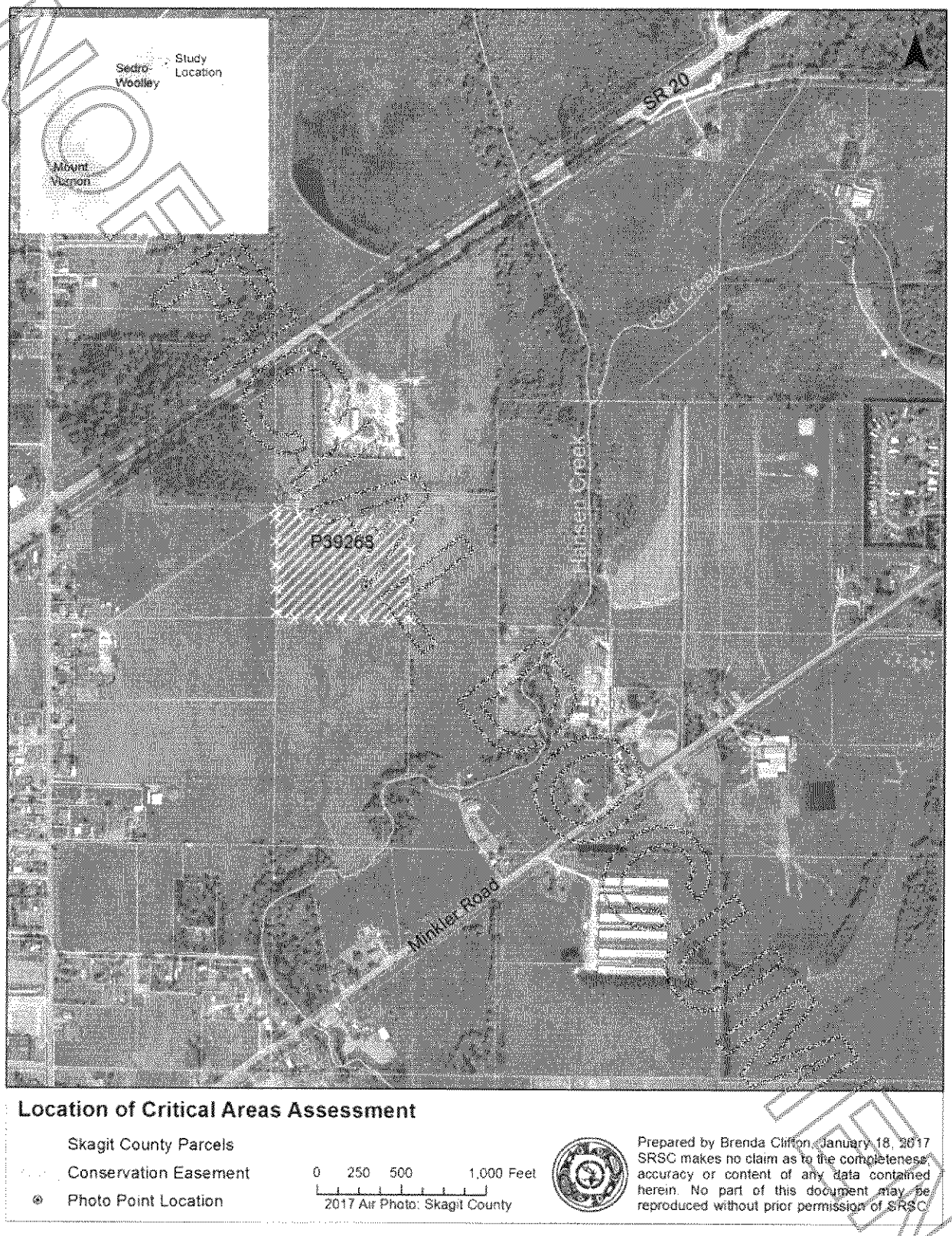

Figure 2. Location of study area relative to Hansen and Red Creeks.

3. Laws and Regulations

Wetlands and streams are subject to several federal, state and county regulations. Section 404 of the federal Clean Water Act regulates the discharge of dredged or fill removal into waters of the United States, including wetlands, streams, and jurisdictional ditches whose use, degradation or destruction could affect any waters subject to the ebb and flow of the tides (United States Code, Title 33, Chapter 1344 [33 USC 1344]). The Seattle District US Army Corps of Engineers (USACE) issues permits under the act.

Skagit County's Critical Areas Ordinance (SCC 14.24) designates and protects wetlands, fish and wildlife habitat conservation areas, and adjacent buffers, among other areas with public value. According to SCC 14.24.060 and 14.24.070, the restoration project is allowed without a standard critical areas review because the objectives will not impair the functions and values of critical areas or their buffers. According to SCC 14.24.070 (12), the project is allowed without a standard critical areas review because it is a fish, wildlife, wetland and riparian enhancement activity carried out in a way that will cause the least impact to critical areas and their buffers.

4. Objectives

This assessment aims to:

- Assess study area wetlands, fish and wildlife habitat conservation areas and adjacent buffers in accordance with Skagit County's Critical Areas Ordinances.
- Delineate wetlands in the study area.
- Classify wetlands according to the USFWS classification system (Cowardin et al. 1979).
- Appraise wetlands according to their functions and values using the Washington State Wetland Rating System for Western Washington (Hruby 2014).
- Determine the appropriate wetland buffer widths in accordance with SCC 14.24.230.
- Map and characterize jurisdictional ditches regulated by USACE.

5. Methods

We reviewed material describing the physical characteristics of the site before we performed assessments in the field, including:

- Current and leaf-off aerial photographs of the study area (Skagit County 2015 & 2007).
- National Wetlands Inventory Map (USFWS 2016)
- Hansen-Creekside Farms – Wetland Delineation and Fish & Wildlife Report (PEC 2011)
- Draft Preliminary Critical Areas Site Assessment Report - Hansen Creek Reach 5 Channel Restoration and Minkler Road Bridge Projects (Herrera 2016b)
- Skagit County Hydrology for the study area (Skagit County GIS 2003)
- Fish Distribution Points for the study area (WSCC and NIFC 2001)
- Washington State priority habitat and species (PHS) data (WDFW 2016b)
- Soil Survey Geographic (SSURGO) Data Base for the study area (NRCS 1995)
- State Soil Data Access (SDA) Hydric Soils List for Washington (NRCS 2017)

5.1. Wetland Delineation

The delineation followed the Corps of Engineers Wetlands Delineation Manual and Regional Supplement to the US Army Corps of Engineers Wetlands Delineation Manual: Western Mountains, Valleys, and Coast Region (Environmental Laboratory 1987, 2010). There were three criteria for confirming wetlands: hydrophytic vegetation, hydric soils, and hydrology. We initially surveyed the entire site for potential wetland areas, streams and agricultural ditches, then analyzed test plots along a transect. Initial plots were placed in likely upland and wetland sites, and subsequent plots were added to determine the exact boundary between the two. We recorded the plant species, soil conditions and hydrology of each plot on wetland determination data forms (Appendix A), and gave a determination of upland or wetland. We used pink flags to mark the wetland boundary and orange flags to mark the test plots, then recorded their locations using a Trimble handheld computer (GeoExplorer® 6000 series GeoXH Global Navigation Satellite System with an accuracy of four inches).

5.2. Wetland Classification, Rating and Functional Assessment

We preformed the field tasks from April 6 through 11, 2017. The weather conditions consisted of high temperatures between 50 and 59 degrees °F, with partly sunny to cloudy conditions. Aboveground growth of herbaceous species in the wetland areas indicated that the growing season had begun. The soil temperature further confirmed growing season conditions (49.8 to 50.2 degrees °F at 8 inches below the surface at the nearest Washington State University weather station in Mount Vernon, Washington).

We classified the delineated wetlands using the USFWS classification system (Cowardin et al. 1979) and rated them using the Washington State Wetland Rating System for Western Washington (Hruby 2014;). This system rates wetlands according to their functions and values: Category I wetlands have the highest rating and are extremely rare, sensitive, or highly functional; Category IV wetlands have low functionality and are highly disturbed. Protection and management decisions are based on these rating categories, including determining buffer widths, and granting development permits. Skagit County requires the use of the Ecology wetland rating system (SCC 14.24.210 Critical Areas – Wetland Classification).

Wetlands have several functions: they provide plant, fish and wildlife habitat; cycle nutrients; store water and carbon; and remove pollutants from run-off. The Washington State Wetland Rating System for Western Washington quantifies these using three categories: water quality improvement, hydrologic functions, and habitat functions. Water quality improvement includes the capability for removing and retaining particulate pollutants from surface water. Hydrologic functions include water storage, restabilization of watershed water flows, reduction and desynchronization of peak flood flows, and reduction of impacts from erosion. Habitat functions include the provision of food, water, breeding areas and cover from predators for invertebrates, fish, birds, amphibians, and mammals.

5.3. Jurisdictional Ditch Determination

The ordinary high-water mark determined the presence or absence of flow for each ditch within the study area with a direct connection to a traditional navigable water. Hansen Creek is a traditional navigable water as defined by the Clean Water Act (33 CFR 329). Ditches with an ordinary high-water mark and a connection to Hansen Creek were considered jurisdictional under the Clean Water Act.

6. Results

6.1 Documentation Review

Wetlands

There are no National Wetlands Inventory wetlands within the study area (USWFS 2016a). However, PEC (2011), Herrera (2016a) and SRSC (2017) previously delineated nine depressional wetlands adjacent to the study area on parcels owned by the Swinomish Indian Tribe (PEC 2011) and Puget Sound Energy (Herrera 2016a; SRSC 2017).

Streams

Hansen Creek runs within 100 feet of the assessment area (Skagit County GIS 2003). It enters the Middle Skagit River on the right bank at River Mile 24. Red Creek enters Hansen Creek on the left bank at River Mile two.

Fish Use

Published sources, survey notes, biologist observations, or TAG knowledge (WSCC & NIFC 2001) have documented Chinook, chum, pink and coho salmon; and steelhead and cutthroat trout in Hansen Creek within the study reach. This includes habitat used by any life stage for any length of time.

Wildlife Use

For a detailed description of wildlife use within the study area, see Herrera (2016a).

Soils

The Natural Resource Conservation Service Web Soil Survey maps the following soil units within the study area: 92-Minkler silt loam soil and 136-Sumas silt loam (Figure 2). The State Soil Data Access Hydric Soils List for Washington list Sumas silt loam as hydric.

92-Minkler silt loam. This very deep, moderately well drained soil exists on river terraces. It forms in old alluvial and lacustrine material. Included in this unit are some soils that have a sandy substratum and are well drained, some poorly drained soils that are high in content of talc and are overlain by sand, and some poorly drained soils that are silty. Also included are small areas of soils that are subject to flooding. Permeability of this Minkler soil is moderate. Available water capacity is high. Effective rooting depth is limited by a seasonal high water table that is at a depth of 6 to 30 inches from November to April.

136-Sumas silt loam. This very deep, poorly drained soil exists on floodplains and deltas. Drainage has been altered by tiling. Native vegetation is mainly hardwoods and conifers. Included in this unit are small areas of Field, Mt. Vernon, and Skagit soils. Also included are areas of Sumas soils that are subject to ponding in winter. Permeability of this Sumas soil is moderate in the upper part, and rapid in the lower part. Available water capacity is moderately high. Effective rooting depth is limited by a seasonal highwater table that is at a depth of 12 to 36 inches from November to April.

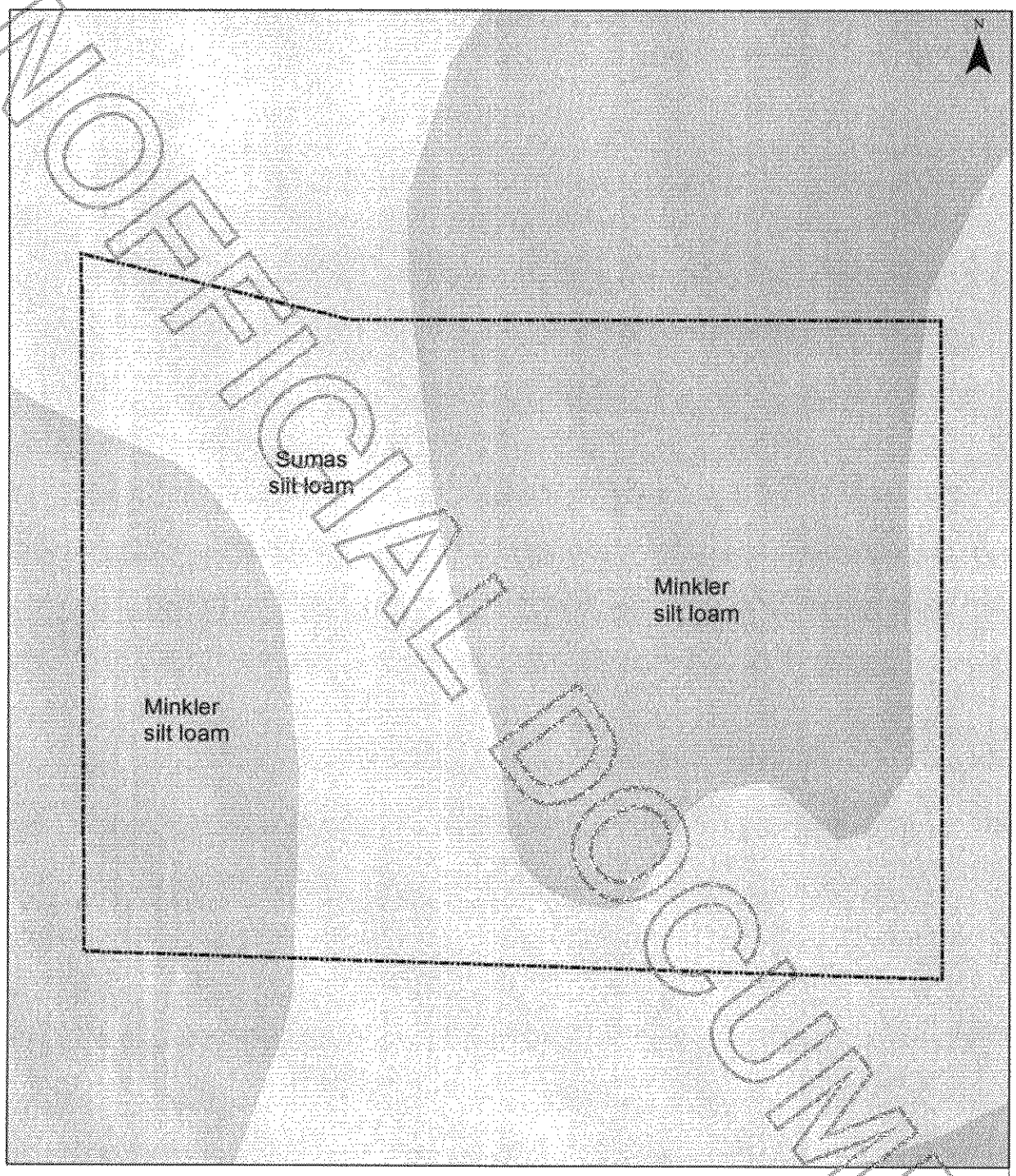

Figure 3. NRCS soils within the Critical Areas Assessment study area.

6.2. Wetland Site Assessment

We delineated one wetland in the study area, Wetland H (Table 2; Figure 3; determination data forms in Appendix C). Herrera (2016a) also delineated portions of this wetland in parcels adjacent to the study area. Table 2 and Figure 4 present optional and standard buffers for Wetland H, in accordance with SCC 14.24.230. Buffers reduce negative effects on wetlands from adjacent development. The Ecology wetland habitat score and the intensity of surrounding land use determined the optional buffer width.

Table 2. Wetland delineated by SRSC in parcel P39268 conservation easement.

Wetland Name	Size of Wetland Portion Delineated by SRSC (Acres)	Contiguous Wetland H Area as Delineated Herrera (2017a; Acres)	USFWS Vegetation Classification[a]	Hydrogeomorphic Classification[b]	Washington State Department of Ecology Rating Category (2014)[c]	Skagit County Standard Buffer Width (feet)[d]	Skagit County Optional Buffer Width (feet)[e]
G	7.9	9.6	PEM	Depressional	III	110	75

a US Fish and Wildlife Service classification is based on Cowardin et al. (1979); palustrine emergent (PEM).
b Hydrogeomorphic classification is based on Brinson (1993).
c Wetland Category is based on the Washington State Department of Ecology (Ecology) wetland rating system (Hruby 2014).
d Buffer widths follow SCC 14.24.220(1)(a) based on the Ecology wetland rating and moderate intensity adjacent land use.
e Optional wetland buffer widths are according to SCC 14.24.220(1)(b) based on a habitat score between five and seven derived from the Ecology wetland rating and moderate intensity adjacent land use.

6.3. Dominant Vegetation

Wetland H contained 17.5 acres of palustrine emergent wetland. Common rush (*Juncus effusus)* and common velvetgrass (*Holcus lanatus*) were the dominant species.

6.4. Soils

At the wetland test plot S-T1P2, the top 3.5 inches of soil were a dark brown (10YR 3/3) silty loam (100%). From 3.5 to 14 inches down, the soil was a dark grayish brown (2.5Y 4/2) loamy sand (85%), with red (2.5 YR 4/8) redoximorphic concentrations (15%). From 14 to 20 plus inches down, the soil was a dark grey (5YR 4/1) loamy sand (80%), with red (2.5 YR 4/8) redoximorphic concentrations (20%). The soil profile met the criteria for the Depleted Matrix (F3) hydric soil indicator.

At the upland test plot S-T1P1, the top 18 inches of soil were a brown (10YR 4/3) loamy sand (100%). From 18 to 20 plus inches down, the soil was a grayish brown (10YR 5/2) loamy sand (95%), with yellowish red (5YR 4/6) redoximorphic concentrations (5%). The soil profile did not meet the hydric soil criteria. At the upland test plot S-T1P3, the top 9 inches of soil were a dark grayish brown (10YR 4/2) loam (99%), with yellowish red (5YR 4/6) redoximorphic concentrations (1%). From 9 to 20 plus inches down, the soil was a dark brown (10YR 3/3) silty clay loam (80%), with yellowish red (5YR 4/6) redoximorphic concentrations (20%). The soil profile did not meet the hydric soil criteria. At the upland test plot S-T1P4, the top 14 inches of soil were a dark brown (10YR 3/3) silty clay loam (100%). From 14 to 20 plus inches down, the soil was a grayish brown (2.5Y 5/2) clay loam (60%), with yellowish red (5YR 5/8) redoximorphic concentrations (40%). The soil profile did not meet the hydric soil criteria. At the upland test plot S-T1P5, the top 13.5 inches of soil were a dark brown (10YR 3/3) loam (100%). From 13.5 to 20 plus inches down, the soil was a grayish brown (2.5Y 5/2) sandy loam (70%), with dark yellowish brown (10YR 4/6) redoximorphic concentrations (30%). The soil profile did not meet the hydric soil criteria.

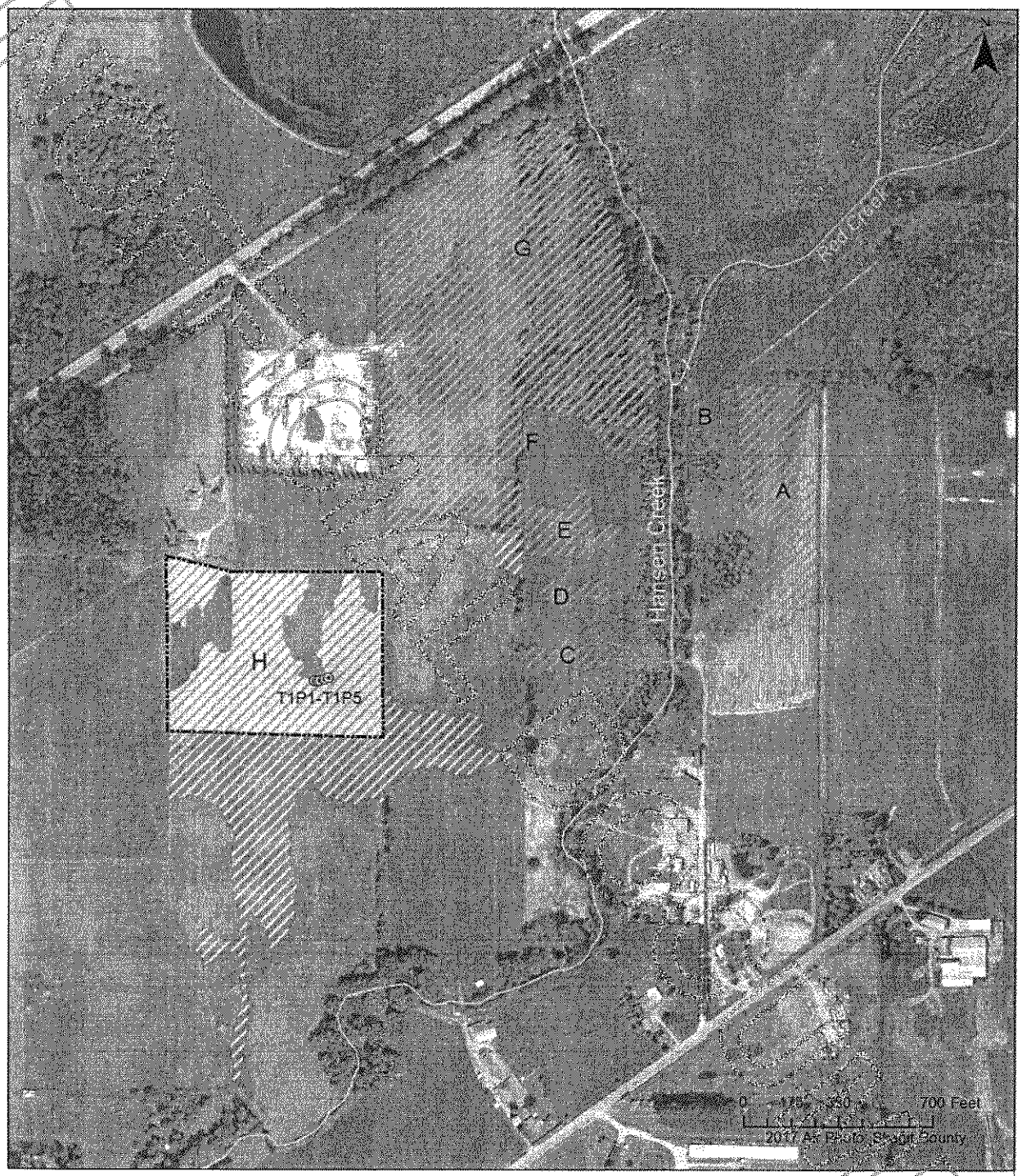

Figure 4. Wetland delineated in the study area.

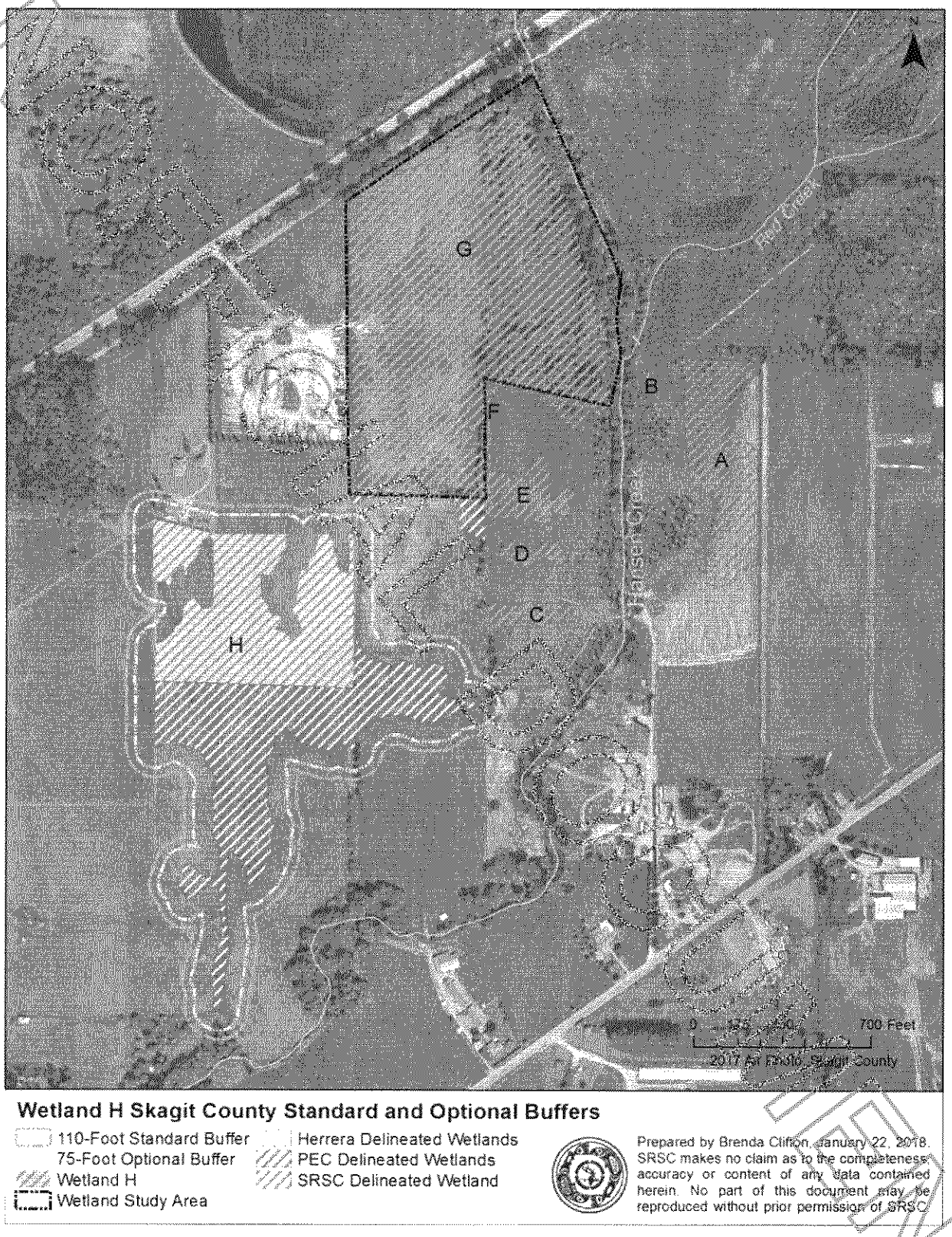

Figure 5. Standard and optional wetland buffer widths for Wetland H according to SCC 14.24.220(1).

6.5. Hydrology

At the wetland test plot P-T1P2, the soil was saturated at a depth of 0 inches below the surface and the water table was present at 10 inches below the surface. The plot met the hydrology indicators for high water table (A2) and saturation (A3).

At the upland test plots P-T1P1, and P-T1P3 through P-T1P5, no hydrology was detected in the top 20 inches of the soil, and no other wetland hydrology indicators were met.

6.6. Rationale for Delineation

We delineated the wetland boundary by the presence of soil saturation and other hydrology indicators. The delineation took place in the rainy season when soil saturation is expected to be at the surface. We also considered slight differences in elevation, as well as areas dominated by common rush, a facultative wetland (FAC) plant.

6.7. Buffer Condition

The upland buffer contains pasturelands dominated by velvet grass and fowl bluegrass (*Poa palustris)*. The buffer is highly disturbed, consisting of fields, a residence and driveway. The buffer is regularly mowed and potentially grazed.

6.8. Wetland H Function and Value

We used the depressional HGM class to evaluate Wetland H function scores (Washington Department of Ecology wetland rating forms in Appendix D). The wetland is in a flat area with no overbank flooding, and surface water ponding less than a few inches. High groundwater maintains the unit. The wetland contains ditches, but has lacks an obvious natural outlet. Wetland H has a moderate potential to improve water quality due to an intermittently (not permanently) flowing ditch; however, the land owner grazes livestock or mows over the entire wetland. Wetland H provids moderate opportunity to improve water quality; the residence and driveway within the wetland buffer are a potential source of pollutants. Wetland H has a highly-rated value to society because the wetland drains via ditches into Hansen Creek, which is on the 303(d) list for dissolved oxygen, temperature and bacteria levels. Hansen Creek is also included in the Lower Skagit River Tributaries Temperature Total Maximum Daily Load (TMDL) Water Quality Improvement Report a TMDL (Lawrence 2008). Wetland H has a low rated landscape and site hydrologic function potential to reduce flooding and erosion. Despite the presence of a constricted outlet, the wetland area is low compared to the contributing basin size. However, the hydrologic functions provided have a high potential value to society because Hansen Creek tends to flood directly down gradient of the wetland. The wetland is also in Reach 5 of Hansen Creek, which has been identified as important for flood storage in the Hansen Creek Watershed Management Plan (Miller Consultants 2002). Wetland H rates as having a low potential to provide important habitat functions for wildlife because it has no vegetation structure variation and a low species richness. Wetland H provides a high potential to support habitat function for the site, because it abuts a 176-acre, relatively undisturbed conservation area and is surrounded by mostly low intensity land uses. The habitat provided by Wetland H is moderately valuable to society because it contains two WDFW priority habitats: Riparian and Instream, within 330 feet of the wetland unit.

Table 2. Washington State Department of Ecology Wetland Function Scores for Wetland H (numerical score in parentheses).

	Improving Water Quality (7)			Hydrologic (5)			Habitat (7)				
Wetland Name	Site Potential	Land-scape Potential	Value	Site Potential	Land-scape Potential	Value	Site Potential	Land-scape Potential	Value	Total Score	Washington State Department of Ecology Rating Category
H	M (6)	M (2)	H (4)	L (5)	M (2)	H (4)	L (6)	H (5)	M (1)	19	III

6.9. Fish and Wildlife Habitat Conservation Area Site Assessment

Within the study area, Hansen Creek is the only fish and wildlife habitat conservation area (FWHCA) regulated by Skagit County according to SCC 14.24.500. For a detailed assessment of the Hansen Creek fish and wildlife habitat conservation area, see Herrera (2016a).

6.10. Analysis of Jurisdictional Ditches

We identified several jurisdictional ditches through and around the periphery of the study area that function to drain several fields, in addition to Wetland G (Figure D-2). The ditches contained standing water and an average width of approximately 6 feet. Ditch segments also showed signs of an ordinary high-water mark, including deposited sediment, and debris due to flowing water. The ditches likely flow during the rainy season and dry out during summer months. They are connect to a network that flows into Hansen Creek, a traditional navigable water. Therefore, they are considered jurisdictional according to the USACE (they showed signs of an ordinary high water mark and have a connection to a traditional navigable water).

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WSCC and NIFC Washington State Conservation Commission and Northwest Indian Fisheries Commission (2001) COVERAGE SKAGDIST_P -- Fish Distribution Points. WRIA 3 & 4 Fish Distribution Points. SHP file.

Appendix A U.S. Geological Survey Quad Map

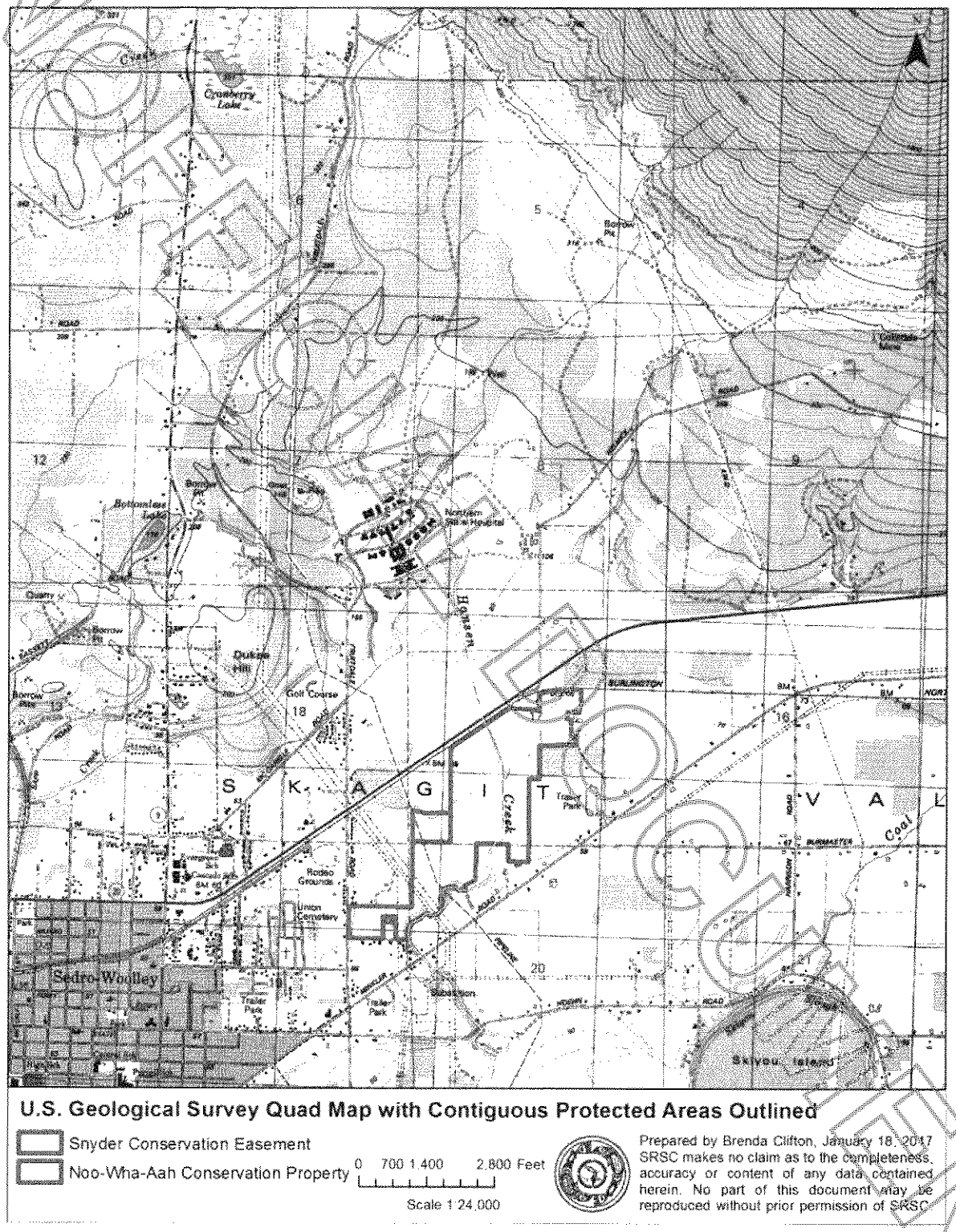


Figure A-1. RCO Baseline Inventory required U.S. Geological Survey quad map (1:24,000 Scale) showing contiguous protected areas.

Appendix B Permanent Photograph Location Captures

Figure B-1. Snyder parcel with camera orientated east from permanent photograph point (correlates with wetland delineation test plot S-T1P2).

Figure B-2. Snyder parcel with camera orientated south from permanent photograph point (correlates with wetland delineation test plot S-T1P2).

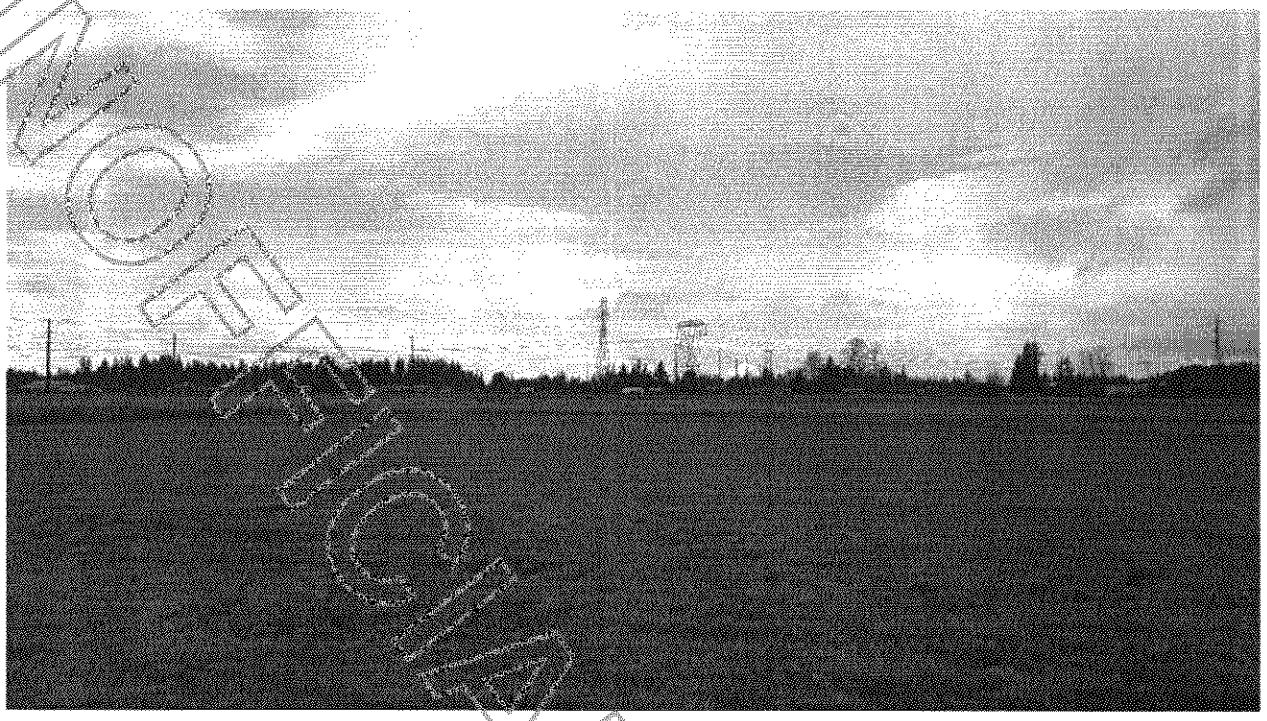


Figure B-3. Snyder parcel with camera orientated west from permanent photograph point (correlates with wetland delineation test plot S-T1P2).

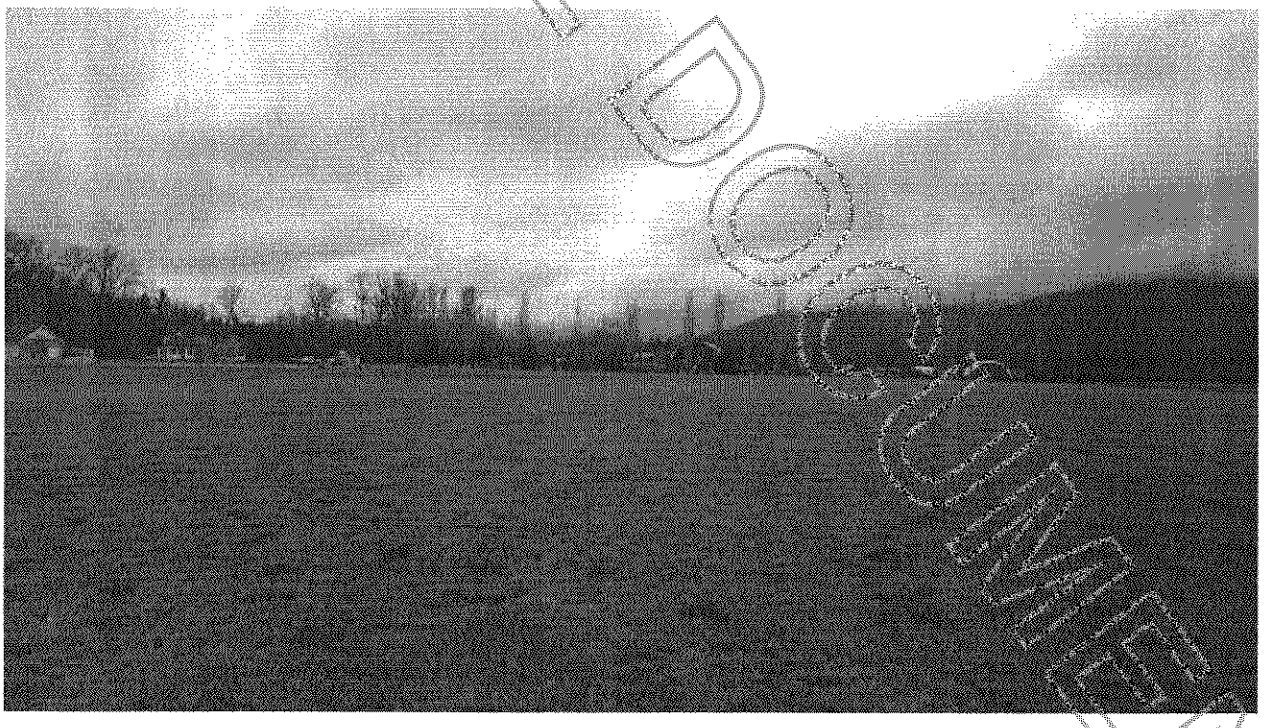


Figure B-4. Snyder parcel with camera orientated west from permanent photograph point (correlates with wetland delineation test plot S-T1P2).

Appendix C U.S. Corps of Engineers Wetland Determination Forms

WETLAND DETERMINATION DATA FORM

Project/Site: Hamsen Reach 5 City/County: Sedro-Woolley/Skagit Sampling Date: 04/10/17

Applicant/Owner: Skagit River System Cooperative/Puget Sound Energy State: WA Sampling Point: S-T1P1

Investigator(s): Brenda Clifton Section, Township, Range: SW 1/4 S17, T35R05E

Landform (hillslope, terrace, etc.) Local relief (concave, convex, none): Slope (%): 0

Subregion (LRR): A Lat: 48.515 Long: -122.203 Datum:

Soil Map Unit Name: Minkler Silt Loam NWI classification: None

Are climatic / hydrologic conditions on the site typical for this time of year? Yes

Are Vegetation ☐ Soil ☐ or Hydrology ☐ significantly disturbed? Are "Normal Circumstances" present? Yes ☒ No ☐

Are Vegetation ☐ Soil ☐ or Hydrology ☐ naturally problematic? (If needed, explain any answers in Remarks)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes ☒	No ☐	**Is the Sampled Area within a Wetland?** Yes ☐ No ☒
Hydric Soil Present?	Yes ☐	No ☒	
Wetland Hydrology Present?	Yes ☐	No ☒	

Remarks: Transect on Snyder parcel. The parameters for hydrophytic vegetation are met.

VEGETATION – Use scientific names of plants.

Tree Stratum (Plot size: 5 m radius)	Absolute % Cover	Dominant Species?	Indicator Status
1.			
2.			
3.			
4.			
5.			
		= Total Cover	
Sapling/Shrub Stratum (Plot size: 3 m radius)			
1.			
2.			
3.			
4.			
5.			
		= Total Cover	
Herb Stratum (Plot size: 1 m x 1 m)			
1. *Holcus lanatus*	95	yes	FAC
2. *Taraxacum officinale*	3	no	FACU
3. *Trifolium repens*	2	no	FAC
4.			
5.			
6.			
7.			
8.			
9.			
10.			
	100	= Total Cover	
Woody Vine Stratum (Plot size: 2 m radius)			
1.			
2.			
% Bare Ground in Herb Stratum 0		= Total Cover	

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC (excluding FAC-): 1 (A)

Total Number of Dominant Species Across All Strata: 1 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 100 (A/B)

Prevalence Index worksheet:

Total % Cover of:	Multiply by:
OBL species	x 1 =
FACW species	x 2 =
FAC species	x 3 =
FACU species	x 4 =
UPL species	x 5 =
Column Totals: (A)	(B)

Prevalence Index = B/A =

Hydrophytic Vegetation Indicators:

- Dominance Test is >50%
- Prevalence Index is ≤3.0[1]
- Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)
- Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Hydrophytic Vegetation Present? Yes ☒ No ☐

Remarks: Hydrophytic vegetation is dominant.

SOIL

Sampling Point: S-T1P1

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (inches)	Matrix Color (moist)	%	Redox Features Color (moist)	%	Type[1]	Loc[2]	Texture	Remarks
0-18	10YR 4/3	100					Loamy Sand	
18-20+	10YR 5/2	95	5YR 4/6	5	C	M	Loamy Sand	

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, CS=Covered or Coated Sand Grains. [2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators:

- ☐ Histosol (A1)
- ☐ Histic Epipedon (A2)
- ☐ Black Histic (A3)
- ☐ Hydrogen Sulfide (A4)
- ☐ Depleted Below Dark Surface (A11)
- ☐ Thick Dark Surface (A12)
- ☐ Sandy Mucky Mineral (S1)
- ☐ Sandy Gleyed Matrix (S4)
- ☐ Sandy Redox (S5)
- ☐ Stripped Matrix (S6)
- ☐ Loamy Mucky Mineral (F1) **(except MLRA1)**
- ☐ Loamy Gleyed Matrix (F2)
- ☐ Depleted Matrix (F3)
- ☐ Redox Dark Surface (F6)
- ☐ Depleted Dark Surface (F7)
- ☐ Redox Depressions (F8)

Indicators for Problematic Hydric Soils[3]:

- ☐ 2 cm Muck (A10)
- ☐ Red Parent Material (TF2)
- ☐ Very Shallow Dark Surface (TF12)
- ☐ Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed):

Type:

Depth (inches):

Hydric Soil Present? Yes ☐ No ☒

Remarks:

No hydric soil indicators are present.

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)

- ☐ Surface Water (A1)
- ☐ High Water Table (A2)
- ☐ Saturation (A3)
- ☐ Water Marks (B1)
- ☐ Sediment Deposits (B2)
- ☐ Drift Deposits (B3)
- ☐ Algal Mat or Crust (B4)
- ☐ Iron Deposits (B5)
- ☐ Surface Soil Cracks (B6)
- ☐ Inundation Visible on Aerial Imagery (B7)
- ☐ Sparsely Vegetated Concave Surface (B8)
- ☐ Water-Stained Leaves (B9)
- ☐ Salt Crust (B11)
- ☐ Aquatic Invertebrates (B13)
- ☐ Hydrogen Sulfide Odor (C1)
- ☐ Oxidized Rhizospheres along Living Roots (C3) **(where not tilled)**
- ☐ Presence of Reduced Iron (C4)
- ☐ Recent Iron Reduction in Tilled Soils (C6)
- ☐ Stunted or Stressed Plants (D1) **(LRR A)**
- ☐ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ☐ Water-Stained Leaves (B6) **(MLRA 1, 2, 4A and 4B)**
- ☐ Drainage Patterns (B10)
- ☐ Dry-Season Water Table (C2)
- ☐ Saturation Visible on Aerial Imagery (C9)
- ☐ Geomorphic Position (D2)
- ☐ Shallow Aquitard (D3)
- ☐ FAC-Neutral Test (D5)
- ☐ Raised Ant Mounds (D6) **(LRR A)**
- ☐ Frost-Heave Hummocks (D7)

Field Observations:

Surface Water Present? Yes ☐ No ☒ Depth (inches):

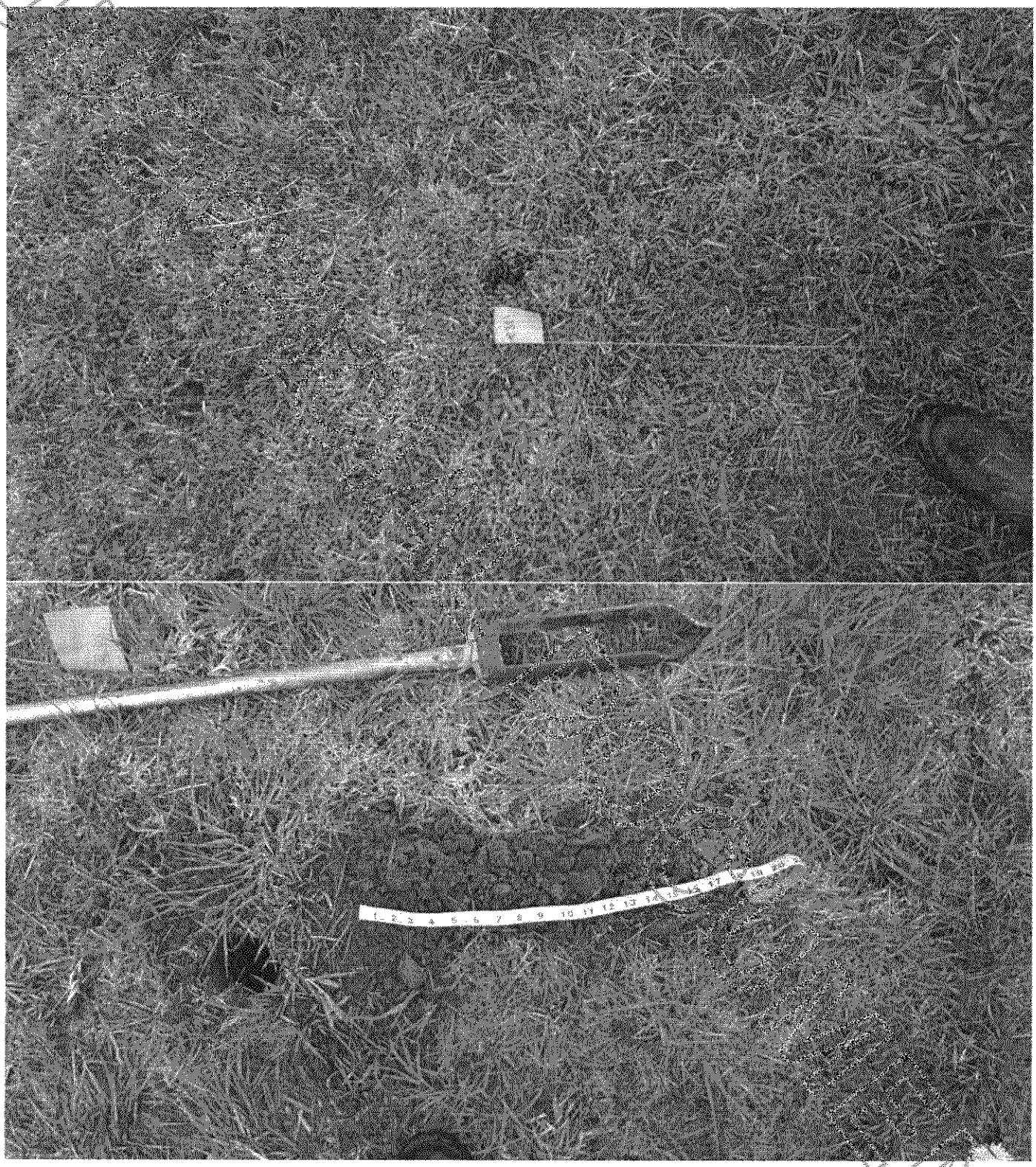
Water Table Present? Yes ☐ No ☒ Depth (inches):

Saturation Present? (includes capillary fringe) Yes ☐ No ☒ Depth (inches):

Wetland Hydrology Present? Yes ☐ No ☒

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks: No hydrology indicators are present.



Note: Transcribe changed from three to one after picture was taken.

WETLAND DETERMINATION DATA FORM

Project/Site: Hansen Reach 5 City/County: Sedro-Woolley/Skagit Sampling Date: 04/10/17

Applicant/Owner: Skagit River System Cooperative/Puget Sound Energy State: WA Sampling Point: S-T1P2

Investigator(s): Brenda Clifton Section, Township, Range: SW 1/4 S17, T35R05E

Landform (hillslope, terrace, etc.): Terrace Local relief (concave, convex, none): none Slope (%): 0

Subregion (LRR): A Lat: 48.515 Long: -122.203 Datum:

Soil Map Unit Name: Minkler Silt Loam NWI classification:

Are climatic / hydrologic conditions on the site typical for this time of year? Yes

Are Vegetation ☐ Soil ☐ or Hydrology ☐ significantly disturbed? Are "Normal Circumstances" present? Yes ☒ No ☐

Are Vegetation ☐ Soil ☐ , or Hydrology ☐ naturally problematic? (If needed, explain any answers in Remarks)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes ☒	No ☐	**Is the Sampled Area within a Wetland?** Yes ☒ No ☐
Hydric Soil Present?	Yes ☒	No ☐	
Wetland Hydrology Present?	Yes ☒	No ☐	

Remarks:
Transect on Snyder parcel. All three wetland parameters are met.

VEGETATION – Use scientific names of plants.

Tree Stratum (Plot size: 5 m radius)	Absolute % Cover	Dominant Species?	Indicator Status
1.			
2.			
3.			
4.			
5.			
		= Total Cover	
Sapling/Shrub Stratum (Plot size: 3 m radius)			
1.			
2.			
3.			
4.			
5.			
		= Total Cover	
Herb Stratum (Plot size: 1 m x 1 m)			
1. *Holocus lanatus*	80	yes	FAC
2. *Taraxacum lanatus*	2	no	FACU
3. *Ranunculus repens*	5	no	FAC
4. *Juncus effusus*	25	yes	FAC
5.			
6.			
7.			
8.			
9.			
10.			
	110	= Total Cover	
Woody Vine Stratum (Plot size: 2 m radius)			
1.			
2.			
% Bare Ground in Herb Stratum 0		= Total Cover	

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC (excluding FAC-): 2 (A)

Total Number of Dominant Species Across All Strata: 2 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 100 (A/B)

Prevalence Index worksheet:

Total % Cover of:	Multiply by:
OBL species	x 1 =
FACW species	x 2 =
FAC species	x 3 =
FACU species	x 4 =
UPL species	x 5 =
Column Totals:	(A) (B)

Prevalence Index = B/A =

Hydrophytic Vegetation Indicators:

- Dominance Test is >50%
- Prevalence Index is ≤3.0[1]
- Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)
- Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Hydrophytic Vegetation Present? Yes ☒ No ☐

Remarks: Hydrophytic vegetation is dominant.

SOIL

Sampling Point: S-T1P2

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (inches)	Matrix Color (moist)	%	Redox Features Color (moist)	%	Type[1]	Loc[2]	Texture	Remarks
0-3.5	10YR 3/3	100					Silty Loam	
3.5-14	2.5Y 4/2	85	2.5YR 4/8	15	C	M	Loamy Sand	
14-20+	5YR 4/1	80	2.5YR 4/8	20	C	M	Loamy Sand	

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, CS=Covered or Coated Sand Grains. [2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators:

- ☐ Histosol (A1)
- ☐ Histic Epipedon (A2)
- ☐ Black Histic (A3)
- ☐ Hydrogen Sulfide (A4)
- ☐ Depleted Below Dark Surface (A11)
- ☐ Thick Dark Surface (A12)
- ☐ Sandy Mucky Mineral (S1)
- ☐ Sandy Gleyed Matrix (S4)
- ☐ Sandy Redox (S5)
- ☐ Stripped Matrix (S6)
- ☐ Loamy Mucky Mineral (F1) **(except MLRA1)**
- ☐ Loamy Gleyed Matrix (F2)
- ☒ Depleted Matrix (F3)
- ☐ Redox Dark Surface (F6)
- ☐ Depleted Dark Surface (F7)
- ☐ Redox Depressions (F8)

Indicators for Problematic Hydric Soils[3]:

- ☐ 2 cm Muck (A10)
- ☐ Red Parent Material (TF2)
- ☐ Very Shallow Dark Surface (TF12)
- ☐ Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed):

Type:

Depth (inches):

Hydric Soil Present? Yes ☒ No ☐

Remarks:

Hydric soil indicator F3 is present.

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)

- ☐ Surface Water (A1)
- ☒ High Water Table (A2)
- ☒ Saturation (A3)
- ☐ Water Marks (B1)
- ☐ Sediment Deposits (B2)
- ☐ Drift Deposits (B3)
- ☐ Algal Mat or Crust (B4)
- ☐ Iron Deposits (B5)
- ☐ Surface Soil Cracks (B6)
- ☐ Inundation Visible on Aerial Imagery (B7)
- ☐ Sparsely Vegetated Concave Surface (B8)
- ☐ Water-Stained Leaves (B9)
- ☐ Salt Crust (B11)
- ☐ Aquatic Invertebrates (B13)
- ☐ Hydrogen Sulfide Odor (C1)
- ☐ Oxidized Rhizospheres along Living Roots (C3) **(where not tilled)**
- ☐ Presence of Reduced Iron (C4)
- ☐ Recent Iron Reduction in Tilled Soils (C6)
- ☐ Stunted or Stressed Plants (D1) **(LRR A)**
- ☐ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ☐ Water-Stained Leaves (B6) **(MLRA 1, 2, 4A and 4B)**
- ☐ Drainage Patterns (B10)
- ☐ Dry-Season Water Table (C2)
- ☐ Saturation Visible on Aerial Imagery (C9)
- ☐ Geomorphic Position (D2)
- ☐ Shallow Aquitard (D3)
- ☐ FAC-Neutral Test (D5)
- ☐ Raised Ant Mounds (D6) **(LRR A)**
- ☐ Frost-Heave Hummocks (D7)

Field Observations:

Surface Water Present? Yes ☐ No ☐ Depth (inches):

Water Table Present? Yes ☒ No ☐ Depth (inches): 10

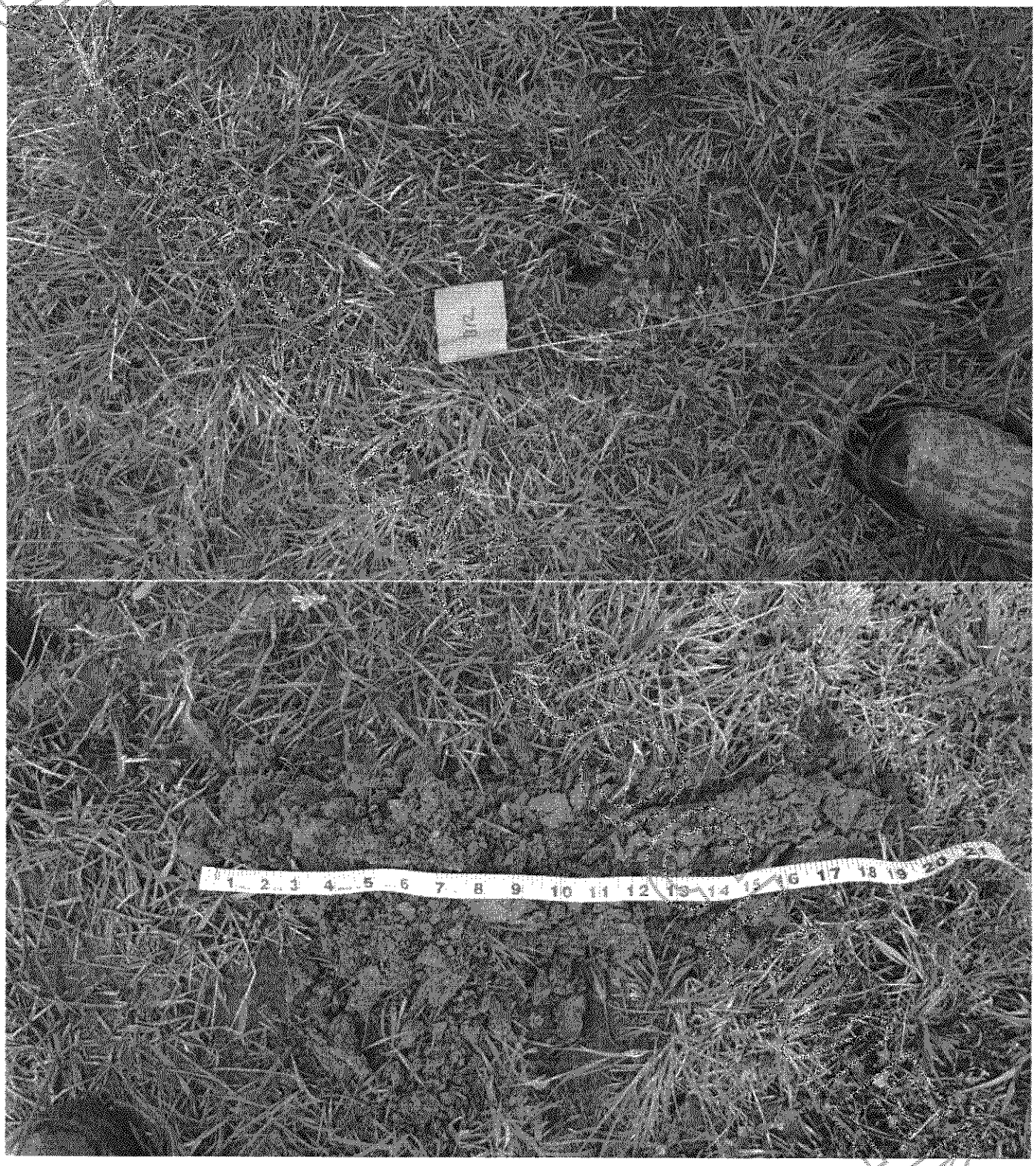
Saturation Present? (includes capillary fringe) Yes ☒ No ☐ Depth (inches): 0

Wetland Hydrology Present? Yes ☒ No ☐

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

Hydrology indicators A2 and A3 present.



Note: Transect changed from three to one after picture was taken.

WETLAND DETERMINATION DATA FORM

Project/Site: Hansen Reach 5 City/County: Sedro-Woolley/Skagit Sampling Date: 04/10/17

Applicant/Owner: Skagit River System Cooperative/Puget Sound Energy State: WA Sampling Point: S-T1P3

Investigator(s): Brenda Clifton Section, Township, Range: SW 1/4 S17, T35R05E

Landform (hillslope, terrace, etc.): Terrace Local relief (concave, convex, none): none Slope (%):

Subregion (LRR): A Lat: 48.515 Long: -122.203 Datum:

Soil Map Unit Name: Minkler Silt Loam NWI classification: none

Are climatic / hydrologic conditions on the site typical for this time of year? Yes

Are Vegetation ☐ Soil ☐ or Hydrology ☐ significantly disturbed? Are "Normal Circumstances" present? Yes ☒ No ☐

Are Vegetation ☐ Soil ☐ or Hydrology ☐ naturally problematic? (If needed, explain any answers in Remarks)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes ☐	No ☒	**Is the Sampled Area within a Wetland?** Yes ☐ No ☒
Hydric Soil Present?	Yes ☐	No ☒	
Wetland Hydrology Present?	Yes ☐	No ☒	

Remarks: Transect on Snyder parcel. The parameters for hydrophytic vegetation are met.

VEGETATION – Use scientific names of plants.

Tree Stratum (Plot size: 5 m radius)	Absolute % Cover	Dominant Species?	Indicator Status
1.			
2.			
3.			
4.			
5.			
		= Total Cover	
Sapling/Shrub Stratum (Plot size: 3 m radius)			
1.			
2.			
3.			
4.			
5.			
		= Total Cover	
Herb Stratum (Plot size: 1 m x 1 m)			
1. *Holcus lanatus*	100	yes	FAC
2. *Ranunculus repens*	1	no	FAC
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
	101	= Total Cover	
Woody Vine Stratum (Plot size: 2 m radius)			
1.			
2.			
% Bare Ground in Herb Stratum 0		= Total Cover	

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC (excluding FAC-): 1 (A)

Total Number of Dominant Species Across All Strata: 1 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 100 (A/B)

Prevalence Index worksheet:

Total % Cover of:	Multiply by:
OBL species	x 1 =
FACW species	x 2 =
FAC species	x 3 =
FACU species	x 4 =
UPL species	x 5 =
Column Totals: (A)	(B)

Prevalence Index = B/A =

Hydrophytic Vegetation Indicators:

- Dominance Test is >50%
- Prevalence Index is ≤3.0[1]
- Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)
- Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Hydrophytic Vegetation Present? Yes ☒ No ☐

Remarks: Hydrophytic vegetation is dominant.

SOIL

Sampling Point: S-T1P3

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (inches)	Matrix Color (moist)	%	Redox Features Color (moist)	%	Type[1]	Loc[2]	Texture	Remarks
1-9	10YR 4/2	99	5YR 4/6	1	C	M	Loam	
9-20+	10YR 3/3	80	5YR 4/6	20	C	M	Silty Clay Loam	

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, CS=Covered or Coated Sand Grains. [2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators:

- ☐ Histosol (A1)
- ☐ Histic Epipedon (A2)
- ☐ Black Histic (A3)
- ☐ Hydrogen Sulfide (A4)
- ☐ Depleted Below Dark Surface (A11)
- ☐ Thick Dark Surface (A12)
- ☐ Sandy Mucky Mineral (S1)
- ☐ Sandy Gleyed Matrix (S4)
- ☐ Sandy Redox (S5)
- ☐ Stripped Matrix (S6)
- ☐ Loamy Mucky Mineral (F1) **(except MLRA1)**
- ☐ Loamy Gleyed Matrix (F2)
- ☐ Depleted Matrix (F3)
- ☐ Redox Dark Surface (F6)
- ☐ Depleted Dark Surface (F7)
- ☐ Redox Depressions (F8)

Indicators for Problematic Hydric Soils[3]:

- ☐ 2 cm Muck (A10)
- ☐ Red Parent Material (TF2)
- ☐ Very Shallow Dark Surface (TF12)
- ☐ Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed):

Type:

Depth (inches):

Hydric Soil Present? Yes ☐ No ☒

Remarks:

No hydric soil indicators are present.

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)

- ☐ Surface Water (A1)
- ☐ High Water Table (A2)
- ☒ Saturation (A3)
- ☐ Water Marks (B1)
- ☐ Sediment Deposits (B2)
- ☐ Drift Deposits (B3)
- ☐ Algal Mat or Crust (B4)
- ☐ Iron Deposits (B5)
- ☐ Surface Soil Cracks (B6)
- ☐ Inundation Visible on Aerial Imagery (B7)
- ☐ Sparsely Vegetated Concave Surface (B8)
- ☐ Water-Stained Leaves (B9)
- ☐ Salt Crust (B11)
- ☐ Aquatic Invertebrates (B13)
- ☐ Hydrogen Sulfide Odor (C1)
- ☐ Oxidized Rhizospheres along Living Roots (C3) **(where not tilled)**
- ☐ Presence of Reduced Iron (C4)
- ☐ Recent Iron Reduction in Tilled Soils (C6)
- ☐ Stunted or Stressed Plants (D1) **(LRR A)**
- ☐ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ☐ Water-Stained Leaves (B6) **(MLRA 1, 2, 4A and 4B)**
- ☐ Drainage Patterns (B10)
- ☐ Dry-Season Water Table (C2)
- ☐ Saturation Visible on Aerial Imagery (C9)
- ☐ Geomorphic Position (D2)
- ☐ Shallow Aquitard (D3)
- ☐ FAC-Neutral Test (D5)
- ☐ Raised Ant Mounds (D6) **(LRR A)**
- ☐ Frost-Heave Hummocks (D7)

Field Observations:

Surface Water Present? Yes ☐ No ☒ Depth (inches):

Water Table Present? Yes ☒ No ☐ Depth (inches): 13

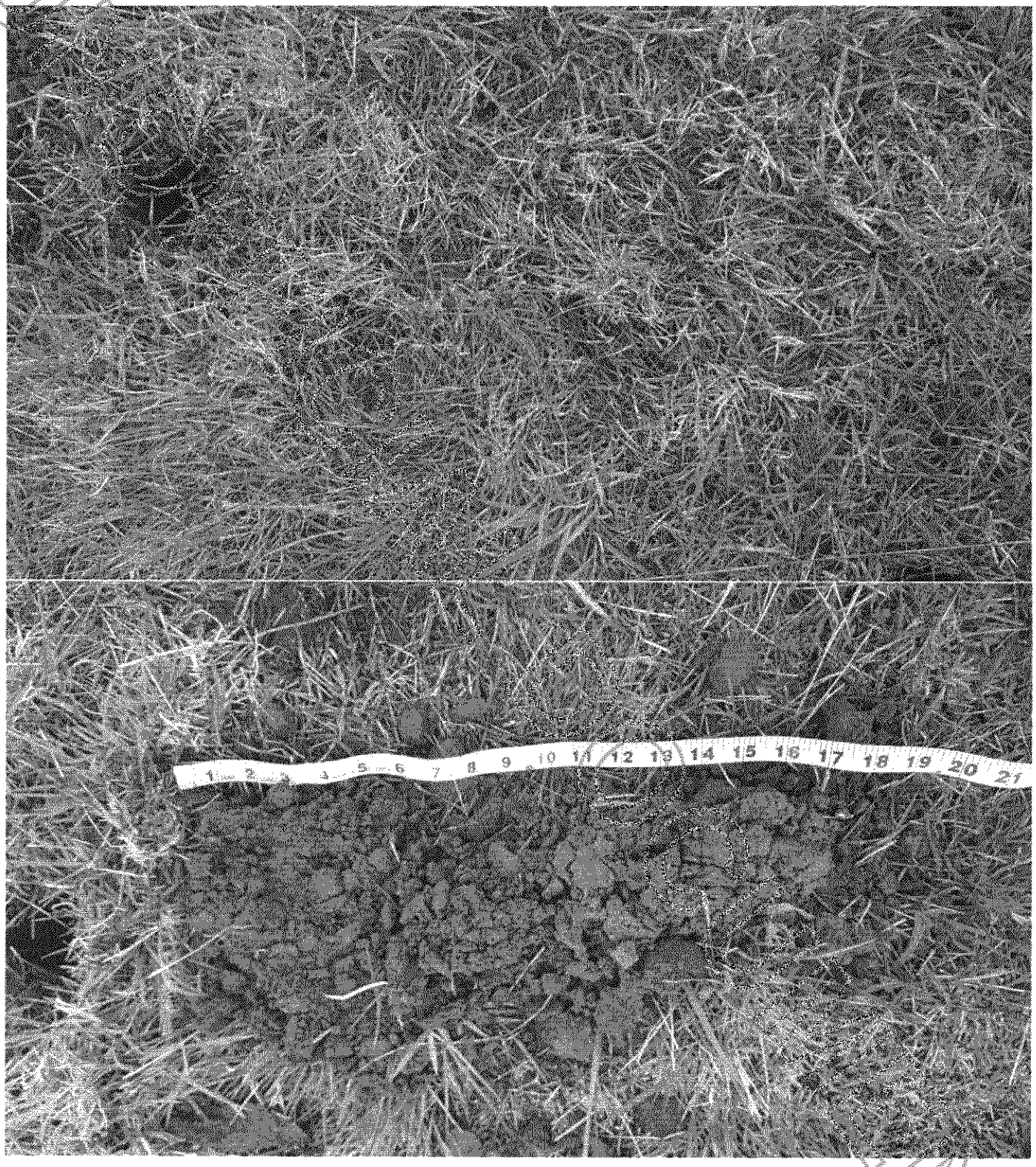
Saturation Present? (includes capillary fringe) Yes ☒ No ☐ Depth (inches): 3

Wetland Hydrology Present? Yes ☐ No ☒

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

Despite soil saturation, no hydrology indicators are present. This time of year, during the height of the rainy season, soil saturation is expected to be at 0 inches. Furthermore, soils do not indicate persistent hydrologic conditions.



Note: Transect changed from three to one after picture was taken.

WETLAND DETERMINATION DATA FORM

Project/Site: Hansen Reach 5 City/County: Sedro-Woolley/Skagit Sampling Date: 04/10/17

Applicant/Owner: Skagit River System Cooperative/Puget Sound Energy State: WA Sampling Point: S-T1P4

Investigator(s): Brenda Clifton Section, Township, Range: SW 1/4 S17, T35R05E

Landform (hillslope, terrace, etc.): terrace Local relief (concave, convex, none): none Slope (%): 0

Subregion (LRR): A Lat: 48.515 Long: -122.203 Datum:

Soil Map Unit Name: Minkler Silt Loam NWI classification: none

Are climatic / hydrologic conditions on the site typical for this time of year? Yes

Are Vegetation ☐ Soil ☐ or Hydrology ☐ significantly disturbed? Are "Normal Circumstances" present? Yes ☒ No ☐

Are Vegetation ☐ Soil ☐ or Hydrology ☐ naturally problematic? (If needed, explain any answers in Remarks)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes ☒	No ☐	**Is the Sampled Area within a Wetland?** Yes ☐ No ☒
Hydric Soil Present?	Yes ☐	No ☒	
Wetland Hydrology Present?	Yes ☐	No ☒	

Remarks: Transect on Snyder parcel. The parameters for hydrophytic vegetation are met.

VEGETATION – Use scientific names of plants.

Tree Stratum (Plot size: 5 m radius)	Absolute % Cover	Dominant Species?	Indicator Status
1.			
2.			
3.			
4.			
5.			
		= Total Cover	
Sapling/Shrub Stratum (Plot size: 3 m radius)			
1.			
2.			
3.			
4.			
5.			
		= Total Cover	
Herb Stratum (Plot size: 1 m x 1 m)			
1. *Holcus lanatus*	90	yes	FAC
2. *Taraxacum officinale*	1	no	FACW
3. *Trifolium repens*	1	no	FAC
4. *Equisetum arvense*	2	no	FAC
5.			
6.			
7.			
8.			
9.			
10.			
	94	= Total Cover	
Woody Vine Stratum (Plot size: 2 m radius)			
1.			
2.			
% Bare Ground in Herb Stratum 6		= Total Cover	

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC (excluding FAC-): 1 (A)

Total Number of Dominant Species Across All Strata: 1 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 100 (A/B)

Prevalence Index worksheet:

Total % Cover of:	Multiply by:
OBL species	x 1 =
FACW species	x 2 =
FAC species	x 3 =
FACU species	x 4 =
UPL species	x 5 =
Column Totals:	(A) (B)

Prevalence Index = B/A =

Hydrophytic Vegetation Indicators:

- Dominance Test is >50%
- Prevalence Index is ≤3.0[1]
- Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)
- Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Hydrophytic Vegetation Present? Yes ☒ No ☐

Remarks: Hydrophytic vegetation is dominant.

SOIL

Sampling Point: S-T1P4

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (inches)	Matrix Color (moist)	%	Redox Features Color (moist)	%	Type[1]	Loc[2]	Texture	Remarks
0-14	10YR 3/3	100					Silty Clay Loam	
14-20+	2.5Y 5/2	60	5YR 5/8	40	C	M	Clay Loam	

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, CS=Covered or Coated Sand Grains. [2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators:

- ☐ Histosol (A1)
- ☐ Histic Epipedon (A2)
- ☐ Black Histic (A3)
- ☐ Hydrogen Sulfide (A4)
- ☐ Depleted Below Dark Surface (A11)
- ☐ Thick Dark Surface (A12)
- ☐ Sandy Mucky Mineral (S1)
- ☐ Sandy Gleyed Matrix (S4)
- ☐ Sandy Redox (S5)
- ☐ Stripped Matrix (S6)
- ☒ Loamy Mucky Mineral (F1) **(except MLRA1)**
- ☐ Loamy Gleyed Matrix (F2)
- ☐ Depleted Matrix (F3)
- ☐ Redox Dark Surface (F6)
- ☐ Depleted Dark Surface (F7)
- ☐ Redox Depressions (F8)

Indicators for Problematic Hydric Soils[3]:

- ☐ 2 cm Muck (A10)
- ☐ Red Parent Material (TF2)
- ☐ Very Shallow Dark Surface (TF12)
- ☐ Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed):

Type:

Depth (inches):

Hydric Soil Present? Yes ☐ No ☒

Remarks:

No hydric soil indicators are present.

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)

- ☐ Surface Water (A1)
- ☐ High Water Table (A2)
- ☐ Saturation (A3)
- ☐ Water Marks (B1)
- ☐ Sediment Deposits (B2)
- ☐ Drift Deposits (B3)
- ☐ Algal Mat or Crust (B4)
- ☐ Iron Deposits (B5)
- ☐ Surface Soil Cracks (B6)
- ☐ Inundation Visible on Aerial Imagery (B7)
- ☐ Sparsely Vegetated Concave Surface (B8)
- ☐ Water-Stained Leaves (B9)
- ☐ Salt Crust (B11)
- ☐ Aquatic Invertebrates (B13)
- ☐ Hydrogen Sulfide Odor (C1)
- ☐ Oxidized Rhizospheres along Living Roots (C3) **(where not tilled)**
- ☐ Presence of Reduced Iron (C4)
- ☐ Recent Iron Reduction in Tilled Soils (C6)
- ☐ Stunted or Stressed Plants (D1) **(LRR A)**
- ☐ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ☐ Water-Stained Leaves (B6) **(MLRA 1, 2, 4A and 4B)**
- ☐ Drainage Patterns (B10)
- ☐ Dry-Season Water Table (C2)
- ☐ Saturation Visible on Aerial Imagery (C9)
- ☐ Geomorphic Position (D2)
- ☐ Shallow Aquitard (D3)
- ☐ FAC-Neutral Test (D5)
- ☐ Raised Ant Mounds (D6) **(LRR A)**
- ☐ Frost-Heave Hummocks (D7)

Field Observations:

Surface Water Present? Yes ☐ No ☒ Depth (inches):

Water Table Present? Yes ☐ No ☒ Depth (inches):

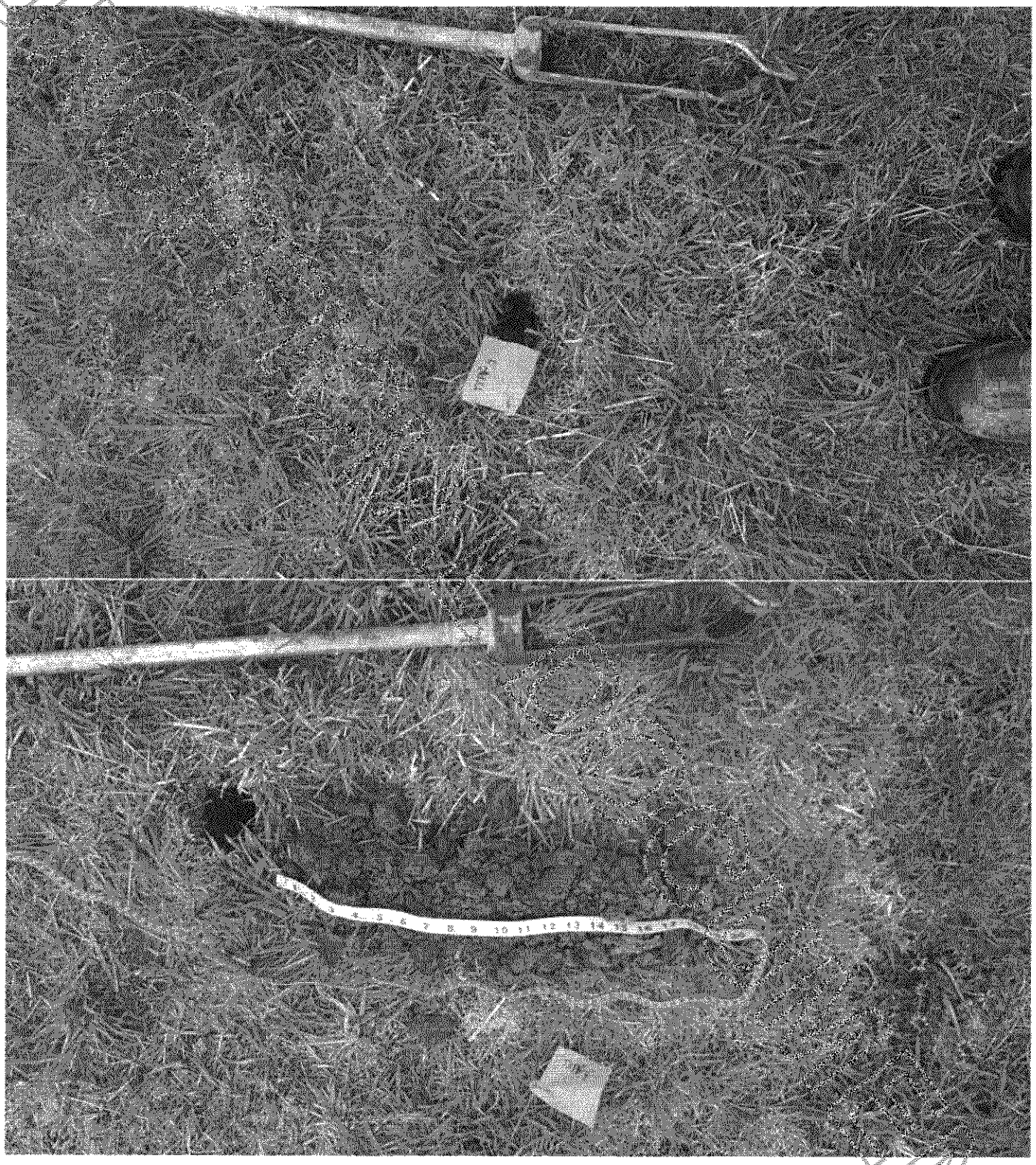
Saturation Present? (includes capillary fringe) Yes ☐ No ☒ Depth (inches):

Wetland Hydrology Present? Yes ☐ No ☒

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

No hydrology indicators are present.



Note: Transcect changed from three to one after picture was taken.

WETLAND DETERMINATION DATA FORM

Project/Site: Hansen Reach 5 City/County: Sedro-Woolley/Skagit Sampling Date: 04/11/17

Applicant/Owner: Skagit River System Cooperative/Puget Sound Energy State: WA Sampling Point: S-T1P5

Investigator(s): Brenda Clifton Section, Township, Range: SW 1/4 S17, T35R05E

Landform (hillslope, terrace, etc.): Terrace Local relief (concave, convex, none): none Slope (%): 0

Subregion (LRR): A Lat: 48.515 Long: -122.203 Datum:

Soil Map Unit Name: Minkler Silt Loam NWI classification:

Are climatic / hydrologic conditions on the site typical for this time of year? Yes

Are Vegetation ☐ Soil ☐ or Hydrology ☐ significantly disturbed? Are "Normal Circumstances" present? Yes ☒ No ☐

Are Vegetation ☐ Soil ☐ or Hydrology ☐ naturally problematic? (If needed, explain any answers in Remarks)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes ☒	No ☐	**Is the Sampled Area within a Wetland?** Yes ☐ No ☒
Hydric Soil Present?	Yes ☐	No ☒	
Wetland Hydrology Present?	Yes ☐	No ☒	

Remarks:
Transect on Snyder parcel. The parameters for hydrophytic vegetation are met.

VEGETATION – Use scientific names of plants.

Tree Stratum (Plot size: 5 m radius)	Absolute % Cover	Dominant Species?	Indicator Status
1.			
2.			
3.			
4.			
5.			
		= Total Cover	
Sapling/Shrub Stratum (Plot size: 3 m radius)			
1.			
2.			
3.			
4.			
5.			
		= Total Cover	
Herb Stratum (Plot size: 1 m x 1 m)			
1. *Holcus lanatum*	60	yes	FAC
2. *Poa palustris*	50	yes	FAC
3. *Juncus effusus*	20	no	FAC
4. *Ranunculus repens*	2	no	FAC
5.			
6.			
7.			
8.			
9.			
10.			
	130	= Total Cover	
Woody Vine Stratum (Plot size: 2 m radius)			
1.			
2.			
% Bare Ground in Herb Stratum 0		= Total Cover	

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC (excluding FAC-): 2 (A)

Total Number of Dominant Species Across All Strata: 2 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 100 (A/B)

Prevalence Index worksheet:

Total % Cover of:	Multiply by:
OBL species	x 1 =
FACW species	x 2 =
FAC species	x 3 =
FACU species	x 4 =
UPL species	x 5 =
Column Totals:	(A) (B)

Prevalence Index = B/A =

Hydrophytic Vegetation Indicators:

- Dominance Test is >50%
- Prevalence Index is ≤3.0[1]
- Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)
- Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Hydrophytic Vegetation Present? Yes ☒ No ☐

Remarks: Hydrophytic vegetation is dominant.

SOIL

Sampling Point: S-T1P5

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (inches)	Matrix Color (moist)	%	Redox Features Color (moist)	%	Type[1]	Loc[2]	Texture	Remarks
0-13.5	10YR 3/3	100					Loam	
13.5-20+	2.5Y 5/2	70	10YR 4/6	30	C	M	Sandy Loam	

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, CS=Covered or Coated Sand Grains. [2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators:

- ☐ Histosol (A1)
- ☐ Histic Epipedon (A2)
- ☐ Black Histic (A3)
- ☐ Hydrogen Sulfide (A4)
- ☐ Depleted Below Dark Surface (A11)
- ☐ Thick Dark Surface (A12)
- ☐ Sandy Mucky Mineral (S1)
- ☐ Sandy Gleyed Matrix (S4)
- ☐ Sandy Redox (S5)
- ☐ Stripped Matrix (S6)
- ☑ Loamy Mucky Mineral (F1) **(except MLRA1)**
- ☐ Loamy Gleyed Matrix (F2)
- ☐ Depleted Matrix (F3)
- ☐ Redox Dark Surface (F6)
- ☐ Depleted Dark Surface (F7)
- ☐ Redox Depressions (F8)

Indicators for Problematic Hydric Soils[3]:

- ☐ 2 cm Muck (A10)
- ☐ Red Parent Material (TF2)
- ☐ Very Shallow Dark Surface (TF12)
- ☐ Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed):

Type:

Depth (inches):

Hydric Soil Present? Yes ☐ No ☒

Remarks:

No hydric soil indicators are present.

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)

- ☐ Surface Water (A1)
- ☐ High Water Table (A2)
- ☐ Saturation (A3)
- ☐ Water Marks (B1)
- ☐ Sediment Deposits (B2)
- ☐ Drift Deposits (B3)
- ☐ Algal Mat or Crust (B4)
- ☐ Iron Deposits (B5)
- ☐ Surface Soil Cracks (B6)
- ☐ Inundation Visible on Aerial Imagery (B7)
- ☐ Sparsely Vegetated Concave Surface (B8)
- ☐ Water-Stained Leaves (B9)
- ☐ Salt Crust (B11)
- ☐ Aquatic Invertebrates (B13)
- ☐ Hydrogen Sulfide Odor (C1)
- ☐ Oxidized Rhizospheres along Living Roots (C3) **(where not tilled)**
- ☐ Presence of Reduced Iron (C4)
- ☐ Recent Iron Reduction in Tilled Soils (C6)
- ☐ Stunted or Stressed Plants (D1) **(LRR A)**
- ☐ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ☐ Water-Stained Leaves (B6) **(MLRA 1, 2, 4A and 4B)**
- ☐ Drainage Patterns (B10)
- ☐ Dry-Season Water Table (C2)
- ☑ Saturation Visible on Aerial Imagery (C9)
- ☐ Geomorphic Position (D2)
- ☐ Shallow Aquitard (D3)
- ☐ FAC-Neutral Test (D5)
- ☐ Raised Ant Mounds (D6) **(LRR A)**
- ☐ Frost-Heave Hummocks (D7)

Field Observations:

Surface Water Present? Yes ☐ No ☐ Depth (inches):

Water Table Present? Yes ☑ No ☐ Depth (inches): 15

Saturation Present? (includes capillary fringe) Yes ☒ No ☐ Depth (inches): 7

Wetland Hydrology Present? Yes ☐ No ☒

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

Despite soil saturation, no hydrology indicators are present. This time of year, during the height of the rainy season, soil saturation is expected to be at 0 inches. Furthermore, soils do not indicate persistent hydrologic conditions.

Note: Transect changed from three to one after picture was taken.

Appendix D Washington Department of Ecology Wetland Rating Forms

RATING SUMMARY – Western Washington

Name of wetland (or ID #): H Date of site visit: 4/06-4/11/17

Rated by Brenda Clifton Trained by Ecology? ☐ Yes ☑ No Date of training _____

HGM Class used for rating Depressional & Flats Wetland has multiple HGM classes? ☐ Yes ☑ No

NOTE: Form is not complete without the figures requested (*figures can be combined*).
Source of base aerial photo/map Skagit County 2015

OVERALL WETLAND CATEGORY _____ (based on functions ☐ or special characteristics ☐)

1. Category of wetland based on FUNCTIONS

_____ **Category I** - Total score = 23 - 27
_____ **Category II** - Total score = 20 - 22
X **Category III** - Total score = 16 - 19
_____ **Category IV** - Total score = 9 - 15

FUNCTION	Improving Water Quality	Hydrologic	Habitat	
	List appropriate rating (H, M, L)			
Site Potential	M	L	L	
Landscape Potential	M	M	H	
Value	H	H	M	**Total**
Score Based on Ratings	7	6	6	**19**

Score for each function based on three ratings (*order of ratings is not important*)

9 = H, H, H
8 = H, H, M
7 = H, H, L
7 = H, M, M
6 = H, M, L
6 = M, M, M
5 = H, L, L
5 = M, M, L
4 = M, L, L
3 = L, L, L

2. Category based on SPECIAL CHARACTERISTICS of wetland

CHARACTERISTIC	Category
Estuarine	
Wetland of High Conservation Value	
Bog	
Mature Forest	
Old Growth Forest	
Coastal Lagoon	
Interdunal	
None of the above	X

Wetland name or number H

Maps and Figures required to answer questions correctly for Western Washington

Depressional Wetlands

Map of:	To answer questions:	Figure #
Cowardin plant classes	D 1.3, H 1.1, H 1.4	D-1
Hydroperiods	D 1.4, H 1.2	D-2
Location of outlet (*can be added to map of hydroperiods*)	D 1.1, D 4.1	D-2
Boundary of area within 150 ft of the wetland (*can be added to another figure*)	D 2.2, D 5.2	D-3
Map of the contributing basin	D 4.3, D 5.3	D-4
1 km Polygon: Area that extends 1 km from entire wetland edge - including polygons for accessible habitat and undisturbed habitat	H 2.1, H 2.2, H 2.3	D-5
Screen capture of map of 303(d) listed waters in basin (from Ecology website)	D 3.1, D 3.2	D-6
Screen capture of list of TMDLs for WRIA in which unit is found (from web)	D 3.3	D-6

Riverine Wetlands

Map of:	To answer questions:	Figure #
Cowardin plant classes	H 1.1, H 1.4	
Hydroperiods	H 1.2	
Ponded depressions	R 1.1	
Boundary of area within 150 ft of the wetland (*can be added to another figure*)	R 2.4	
Plant cover of trees, shrubs, and herbaceous plants	R 1.2, R 4.2	
Width of unit vs. width of stream (*can be added to another figure*)	R 4.1	
Map of the contributing basin	R 2.2, R 2.3, R 5.2	
1 km Polygon: Area that extends 1 km from entire wetland edge - including polygons for accessible habitat and undisturbed habitat	H 2.1, H 2.2, H 2.3	
Screen capture of map of 303(d) listed waters in basin (from Ecology website)	R 3.1	
Screen capture of list of TMDLs for WRIA in which unit is found (from web)	R 3.2, R 3.3	

Lake Fringe Wetlands

Map of:	To answer questions:	Figure #
Cowardin plant classes	L 1.1, L 4.1, H 1.1, H 1.4	
Plant cover of trees, shrubs, and herbaceous plants	L 1.2	
Boundary of area within 150 ft of the wetland (*can be added to another figure*)	L 2.2	
1 km Polygon: Area that extends 1 km from entire wetland edge - including polygons for accessible habitat and undisturbed habitat	H 2.1, H 2.2, H 2.3	
Screen capture of map of 303(d) listed waters in basin (from Ecology website)	L 3.1, L 3.2	
Screen capture of list of TMDLs for WRIA in which unit is found (from web)	L 3.3	

Slope Wetlands

Map of:	To answer questions:	Figure #
Cowardin plant classes	H 1.1, H 1.4	
Hydroperiods	H 1.2	
Plant cover of **dense** trees, shrubs, and herbaceous plants	S 1.3	
Plant cover of **dense, rigid** trees, shrubs, and herbaceous plants (*can be added to another figure*)	S 4.1	
Boundary of area within 150 ft of the wetland (*can be added to another figure*)	S 2.1, S 5.1	
1 km Polygon: Area that extends 1 km from entire wetland edge - including polygons for accessible habitat and undisturbed habitat	H 2.1, H 2.2, H 2.3	
Screen capture of map of 303(d) listed waters in basin (from Ecology website)	S 3.1, S 3.2	
Screen capture of list of TMDLs for WRIA in which unit is found (from web)	S 3.3	

Wetland name or number H

HGM Classification of Wetland in Western Washington

For questions 1 -7, the criteria described must apply to the entire unit being rated.
If hydrologic criteria listed in each question do not apply to the entire unit being rated, you probably have a unit with multiple HGM classes. In this case, identify which hydrologic criteria in questions 1 - 7 apply, and go to Question 8.

1. Are the water levels in the entire unit usually controlled by tides except during floods?

☑ NO - go to 2 ☐ **YES** - the wetland class is **Tidal Fringe** - go to 1.1

1.1 Is the salinity of the water during periods of annual low flow below 0.5 ppt (parts per thousand)?

☐ **NO - Saltwater Tidal Fringe (Estuarine)** ☐ **YES - Freshwater Tidal Fringe**
*If your wetland can be classified as a Freshwater Tidal Fringe use the forms for **Riverine** wetlands. If it is Saltwater Tidal Fringe it is an **Estuarine** wetland and is not scored. This method **cannot** be used to score functions for estuarine wetlands.*

2. The entire wetland unit is flat and precipitation is the only source (>90%) of water to it. Groundwater and surface water runoff are NOT sources of water to the unit.

☑ NO - go to 3 ☐ **YES** - The wetland class is **Flats**
*If your wetland can be classified as a Flats wetland, use the form for **Depressional** wetlands.*

3. Does the entire wetland unit **meet all** of the following criteria?
☐ The vegetated part of the wetland is on the shores of a body of permanent open water (without any plants on the surface at any time of the year) at least 20 ac (8 ha) in size;
☐ At least 30% of the open water area is deeper than 6.6 ft (2 m).

☑ NO - go to 4 ☐ **YES** - The wetland class is **Lake Fringe** (Lacustrine Fringe)

4. Does the entire wetland unit **meet all** of the following criteria?
☐ The wetland is on a slope (*slope can be very gradual*),
☐ The water flows through the wetland in one direction (unidirectional) and usually comes from seeps. It may flow subsurface, as sheetflow, or in a swale without distinct banks.
☐ The water leaves the wetland **without being impounded.**

☑ NO - go to 5 ☐ **YES** - The wetland class is **Slope**

NOTE: Surface water does not pond in these type of wetlands except occasionally in very small and shallow depressions or behind hummocks (depressions are usually <3 ft diameter and less than 1 ft deep).

5. Does the entire wetland unit **meet all** of the following criteria?
☐ The unit is in a valley, or stream channel, where it gets inundated by overbank flooding from that stream or river,
☐ The overbank flooding occurs at least once every 2 years.

☑ NO - go to 6 ☐ **YES** - The wetland class is **Riverine**

NOTE: The Riverine unit can contain depressions that are filled with water when the river is not flooding.

Wetland name or number H

6. Is the entire wetland unit in a topographic depression in which water ponds, or is saturated to the surface, at some time during the year? *This means that any outlet, if present, is higher than the interior of the wetland.*

☑ NO - go to 7 ☐ **YES** - The wetland class is **Depressional**

7. Is the entire wetland unit located in a very flat area with no obvious depression and no overbank flooding? The unit does not pond surface water more than a few inches. The unit seems to be maintained by high groundwater in the area. The wetland may be ditched, but has no obvious natural outlet.

☐ NO - go to 8 ☑ **YES** - The wetland class is **Depressional**

8. Your wetland unit seems to be difficult to classify and probably contains several different HGM classes. For example, seeps at the base of a slope may grade into a riverine floodplain, or a small stream within a Depressional wetland has a zone of flooding along its sides. GO BACK AND IDENTIFY WHICH OF THE HYDROLOGIC REGIMES DESCRIBED IN QUESTIONS 1-7 APPLY TO DIFFERENT AREAS IN THE UNIT (make a rough sketch to help you decide). Use the following table to identify the appropriate class to use for the rating system if you have several HGM classes present within the wetland unit being scored.

NOTE: Use this table only if the class that is recommended in the second column represents 10% or more of the total area of the wetland unit being rated. If the area of the HGM class listed in column 2 is less than 10% of the unit, classify the wetland using the class that represents more than 90% of the total area.

HGM classes within the wetland unit being rated	HGM class to use in rating
Slope + Riverine	Riverine
Slope + Depressional	Depressional
Slope + Lake Fringe	Lake Fringe
Depressional + Riverine along stream within boundary of depression	Depressional
Depressional + Lake Fringe	Depressional
Riverine + Lake Fringe	Riverine
Salt Water Tidal Fringe and any other class of freshwater wetland	Treat as ESTUARINE

*If you are still unable to determine which of the above criteria apply to your wetland, or if you have **more than 2 HGM classes** within a wetland boundary, classify the wetland as Depressional for the rating.*

NOTES and FIELD OBSERVATIONS:

Wetland name or number H

DEPRESSIONAL AND FLATS WETLANDS

Water Quality Functions - Indicators that the site functions to improve water quality

D 1.0. Does the site have the potential to improve water quality?		
D 1.1. Characteristics of surface water outflows from the wetland:		
Wetland is a depression or flat depression (QUESTION 7 on key) with no surface water leaving it (no outlet)	points = 3	
Wetland has an intermittently flowing stream or ditch, OR highly constricted permanently flowing outlet.	points = 2	2
☐ Wetland has an unconstricted, or slightly constricted, surface outlet that is permanently flowing	points = 1	
☐ Wetland is a flat depression (QUESTION 7 on key), whose outlet is a permanently flowing ditch.	points = 1	
D 1.2. The soil 2 in below the surface (or duff layer) is true clay or true organic (*use NRCS definitions*).	Yes = 4 No = 0	0
D 1.3. Characteristics and distribution of persistent plants (Emergent, Scrub-shrub, and/or Forested Cowardin classes):		
Wetland has persistent, ungrazed, plants > 95% of area	points = 5	
Wetland has persistent, ungrazed, plants > ½ of area	points = 3	0
Wetland has persistent, ungrazed plants > $^1/_{10}$ of area	points = 1	
Wetland has persistent, ungrazed plants < $^1/_{10}$ of area	points = 0	
D 1.4. Characteristics of seasonal ponding or inundation:		
This is the area that is ponded for at least 2 months. See description in manual.		
Area seasonally ponded is > ½ total area of wetland	points = 4	4
Area seasonally ponded is > ¼ total area of wetland	points = 2	
Area seasonally ponded is < ¼ total area of wetland	points = 0	
Total for D 1	Add the points in the boxes above	**6**

Rating of Site Potential If score is: ☐ **12 - 16 = H** ☑ **6 - 11 = M** ☐ **0 - 5 = L** *Record the rating on the first page*

D 2.0. Does the landscape have the potential to support the water quality function of the site?		
D 2.1. Does the wetland unit receive stormwater discharges?	Yes = 1 No = 0	1
D 2.2. Is > 10% of the area within 150 ft of the wetland in land uses that generate pollutants?	Yes = 1 No = 0	0
D 2.3. Are there septic systems within 250 ft of the wetland?	Yes = 1 No = 0	1
D 2.4. Are there other sources of pollutants coming into the wetland that are not listed in questions D 2.1 - D 2.3? Source	Yes = 1 No = 0	0
Total for D 2	Add the points in the boxes above	**2**

Rating of Landscape Potential If score is: ☐ **3 or 4 = H** ☐ **1 or 2 = M** ☑ **0 = L** *Record the rating on the first page*

D 3.0. Is the water quality improvement provided by the site valuable to society?		
D 3.1. Does the wetland discharge directly (i.e., within 1 mi) to a stream, river, lake, or marine water that is on the 303(d) list?	Yes = 1 No = 0	1
D 3.2. Is the wetland in a basin or sub-basin where an aquatic resource is on the 303(d) list?	Yes = 1 No = 0	1
D 3.3. Has the site been identified in a watershed or local plan as important for maintaining water quality (*answer YES if there is a TMDL for the basin in which the unit is found*)?	Yes = 2 No = 0	2
Total for D 3	Add the points in the boxes above	**4**

Rating of Value If score is: ☑ **2 - 4 = H** ☐ **1 = M** ☐ **0 = L** *Record the rating on the first page*

Wetland name or number H

DEPRESSIONAL AND FLATS WETLANDS

Hydrologic Functions - Indicators that the site functions to reduce flooding and stream degradation

D 4.0. Does the site have the potential to reduce flooding and erosion?		
D 4.1 Characteristics of surface water outflows from the wetland:		
Wetland is a depression or flat depression with no surface water leaving it (no outlet)	points = 4	
Wetland has an intermittently flowing stream or ditch, OR highly constricted permanently flowing outlet	points = 2	2
Wetland is a flat depression (QUESTION 7 on key), whose outlet is a permanently flowing ditch	points = 1	
Wetland has an unconstricted, or slightly constricted, surface outlet that is permanently flowing	points = 0	
D 4.2. Depth of storage during wet periods: *Estimate the height of ponding above the bottom of the outlet. For wetlands with no outlet, measure from the surface of permanent water or if dry, the deepest part.*		
Marks of ponding are 3 ft or more above the surface or bottom of outlet	points = 7	
Marks of ponding between 2 ft to < 3 ft from surface or bottom of outlet	points = 5	3
☑ Marks are at least 0.5 ft to < 2 ft from surface or bottom of outlet	points = 3	
☐ The wetland is a "headwater" wetland	points = 3	
Wetland is flat but has small depressions on the surface that trap water	points = 1	
Marks of ponding less than 0.5 ft (6 in)	points = 0	
D 4.3. Contribution of the wetland to storage in the watershed: *Estimate the ratio of the area of upstream basin contributing surface water to the wetland to the area of the wetland unit itself.*		
☐ The area of the basin is less than 10 times the area of the unit	points = 5	
The area of the basin is 10 to 100 times the area of the unit	points = 3	0
The area of the basin is more than 100 times the area of the unit	points = 0	
☐ Entire wetland is in the Flats class	points = 5	
Total for D 4	Add the points in the boxes above	**5**

Rating of Site Potential If score is: ☐ **12 - 16 = H** ☐ **6 - 11 = M** ☑ **0 - 5 = L** *Record the rating on the first page*

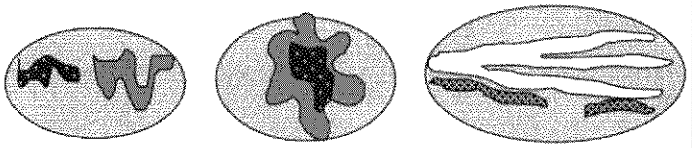
D 5.0. Does the landscape have the potential to support hydrologic function of the site?		
D 5.1. Does the wetland unit receive stormwater discharges?	Yes = 1 No = 0	1
D 5.2. Is > 10% of the area within 150 ft of the wetland in land uses that generate excess runoff?	Yes = 1 No = 0	0
D 5.3. Is more than 25% of the contributing basin of the wetland covered with intensive human land uses (residential at >1 residence/ac, urban, commercial, agriculture, etc.)?	Yes = 1 No = 0	1
Total for D 5	Add the points in the boxes above	**2**

Rating of Landscape Potential If score is: ☐ **3 = H** ☑ **1 or 2 = M** ☐ **0 = L** *Record the rating on the first page*

D 6.0. Are the hydrologic functions provided by the site valuable to society?		
D 6.1. The unit is in a landscape that has flooding problems. *Choose the description that best matches conditions around the wetland unit being rated. Do not add points. Choose the highest score if more than one condition is met.*		
The wetland captures surface water that would otherwise flow down-gradient into areas where flooding has damaged human or natural resources (e.g., houses or salmon redds):		
• Flooding occurs in a sub-basin that is immediately down-gradient of unit.	points = 2	2
☐ • Surface flooding problems are in a sub-basin farther down-gradient.	points = 1	
☐ Flooding from groundwater is an issue in the sub-basin.	points = 1	
☐ The existing or potential outflow from the wetland is so constrained by human or natural conditions that the water stored by the wetland cannot reach areas that flood. Explain why	points = 0	
☐ There are no problems with flooding downstream of the wetland.	points = 0	
D 6.2. Has the site been identified as important for flood storage or flood conveyance in a regional flood control plan?	Yes = 2 No = 0	2
Total for D 6	Add the points in the boxes above	**4**

Rating of Value If score is: ☑ **2 - 4 = H** ☐ **1 = M** ☐ **0 = L** *Record the rating on the first page*

Wetland name or number H

These questions apply to wetlands of all HGM classes.	
HABITAT FUNCTIONS - Indicators that site functions to provide important habitat	
H 1.0. Does the site have the potential to provide habitat?	
H 1.1. Structure of plant community: *Indicators are Cowardin classes and strata within the Forested class.* Check the Cowardin plant classes in the wetland. *Up to 10 patches may be combined for each class to meet the threshold of ¼ ac or more than 10% of the unit if it is smaller than 2.5 ac.* Add the number of structures checked. ☐ Aquatic bed ☑ Emergent ☐ Scrub-shrub (areas where shrubs have > 30% cover) ☐ Forested (areas where trees have > 30% cover) *If the unit has a Forested class, check if:* ☐ The Forested class has 3 out of 5 strata (canopy, sub-canopy, shrubs, herbaceous, moss/ground-cover) that each cover 20% within the Forested polygon 4 structures or more: points = 4 3 structures: points = 2 2 structures: points - 1 1 structure: points = 0	0
H 1.2. Hydroperiods Check the types of water regimes (hydroperiods) present within the wetland. The water regime has to cover more than 10% of the wetland or ¼ ac to count (*see text for descriptions of hydroperiods*). ☐ Permanently flooded or inundated ☑ Seasonally flooded or inundated ☐ Occasionally flooded or inundated ☐ Saturated only ☐ Permanently flowing stream or river in, or adjacent to, the wetland ☑ Seasonally flowing stream in, or adjacent to, the wetland ☐ **Lake Fringe wetland** **2 points** ☐ **Freshwater tidal wetland** **2 points** 4 or more types present: points = 3 3 types present: points = 2 2 types present: points = 1 1 types present: points = 0	1
H 1.3. Richness of plant species Count the number of plant species in the wetland that cover at least 10 ft^2. *Different patches of the same species can be combined to meet the size threshold and you do not have to name the species.* ***Do not include Eurasian milfoil, reed canarygrass, purple loosestrife, Canadian thistle*** If you counted: > 19 species points = 2 5 - 19 species points = 1 < 5 species points = 0	0
H 1.4. Interspersion of habitats Decide from the diagrams below whether interspersion among Cowardin plants classes (described in H 1.1), or the classes and unvegetated areas (can include open water or mudflats) is high, moderate, low, or none. *If you have four or more plant classes or three classes and open water, the rating is always high.*  **None** = 0 points **Low** = 1 point **Moderate** = 2 points All three diagrams in this row are **HIGH** = 3 points 	0

Wetland name or number H

H 1.5. Special habitat features: Check the habitat features that are present in the wetland. *The number of checks is the number of points.* ☐ Large, downed, woody debris within the wetland (> 4 in diameter and 6 ft long) ☐ Standing snags (dbh > 4 in) within the wetland ☐ Undercut banks are present for at least 6.6 ft (2 m) **and/or** overhanging plants extends at least 3.3 ft (1 m) over a stream (or ditch) in, or contiguous with the wetland, for at least 33 ft (10 m) ☐ Stable steep banks of fine material that might be used by beaver or muskrat for denning (> 30 degree slope) OR signs of recent beaver activity are present (*cut shrubs or trees that have not yet weathered where wood is exposed*) ☐ At least ¼ ac of thin stemmed persistent plants or woody branches are present in areas that are permanently or seasonally inundated (*structures for egg-laying by* ☑ Invasive plants cover less than 25% of the wetland area in every stratum of plants (*see H 1.1 for list of strata*)	1
Total for H 1 Add the points in the boxes above	2

Rating of Site Potential If Score is: ☐ **16 - 18 = H** ☐ **7 - 14 = M** ☑ **0 - 6 = L** *Record the rating on the first page*

H 2.0. Does the landscape have the potential to support the habitat function of the site?	
H 2.1 Accessible habitat (include *only habitat that directly abuts wetland unit*). *Calculate:* 14.5 % undisturbed habitat + (57.3 % moderate & low intensity land uses / 2) = 43.15% If total accessible habitat is: > 1/3 (33.3%) of 1 km Polygon points = 3 20 - 33% of 1 km Polygon points = 2 10 - 19% of 1 km Polygon points = 1 < 10 % of 1 km Polygon points = 0	3
H 2.2. Undisturbed habitat in 1 km Polygon around the wetland. *Calculate:* 14.5 % undisturbed habitat + (57.3 % moderate & low intensity land uses / 2) = 43.15% Undisturbed habitat > 50% of Polygon points = 3 Undisturbed habitat 10 - 50% and in 1-3 patches points = 2 Undisturbed habitat 10 - 50% and > 3 patches points = 1 Undisturbed habitat < 10% of 1 km Polygon points = 0	2
H 2.3 Land use intensity in 1 km Polygon: If > 50% of 1 km Polygon is high intensity land use points = (-2) ≤ 50% of 1km Polygon is high intensity points = 0	0
Total for H 2 Add the points in the boxes above	5

Rating of Landscape Potential If Score is: ☑ **4 - 6 = H** ☐ **1 - 3 = M** ☐ **< 1 = L** *Record the rating on the first page*

H 3.0. Is the habitat provided by the site valuable to society?	
H 3.1. Does the site provide habitat for species valued in laws, regulations, or policies? *Choose only the highest score that applies to the wetland being rated.* Site meets ANY of the following criteria: points = 2 ☐ It has 3 or more priority habitats within 100 m (see next page) ☐ It provides habitat for Threatened or Endangered species (any plant or animal on the state or federal lists) ☐ It is mapped as a location for an individual WDFW priority species ☐ It is a Wetland of High Conservation Value as determined by the Department of Natural Resources ☐ It has been categorized as an important habitat site in a local or regional comprehensive plan, in a Shoreline Master Plan, or in a watershed plan Site has 1 or 2 priority habitats (listed on next page) with in 100m points = 1 Site does not meet any of the criteria above points = 0	1

Rating of Value If Score is: ☐ **2 = H** ☑ **1 = M** ☐ **0 = L** *Record the rating on the first page*

Wetland name or number H

WDFW Priority Habitats

Priority habitats listed by WDFW (see complete descriptions of WDFW priority habitats, and the counties in which they can be found, in: Washington Department of Fish and Wildlife. 2008. Priority Habitat and Species List. Olympia, Washington. 177 pp.
http://wdfw.wa.gov/publications/00165/wdfw00165.pdf or access the list from here:
http://wdfw.wa.gov/conservation/phs/list/

Count how many of the following priority habitats are within 330 ft (100 m) of the wetland unit: ***NOTE***: *This question is independent of the land use between the wetland unit and the priority habitat.*

- ☐ **Aspen Stands**: Pure or mixed stands of aspen greater than 1 ac (0.4 ha).
- ☐ **Biodiversity Areas and Corridors**: Areas of habitat that are relatively important to various species of native fish and wildlife (*full descriptions in WDFW PHS report*).
- ☐ **Herbaceous Balds**: Variable size patches of grass and forbs on shallow soils over bedrock.
- ☐ **Old-growth/Mature forests**: Old-growth west of Cascade crest – Stands of at least 2 tree species, forming a multi-layered canopy with occasional small openings; with at least 8 trees/ac (20 trees/ha) > 32 in (81 cm) dbh or > 200 years of age. Mature forests – Stands with average diameters exceeding 21 in (53 cm) dbh; crown cover may be less than 100%; decay, decadence, numbers of snags, and quantity of large downed material is generally less than that found in old-growth; 80-200 years old west of the Cascade crest.
- ☐ **Oregon White Oak**: Woodland stands of pure oak or oak/conifer associations where canopy coverage of the oak component is important (*full descriptions in WDFW PHS report p. 158 – see web link above*).
- ☑ **Riparian**: The area adjacent to aquatic systems with flowing water that contains elements of both aquatic and terrestrial ecosystems which mutually influence each other.
- ☐ **Westside Prairies**: Herbaceous, non-forested plant communities that can either take the form of a dry prairie or a wet prairie (*full descriptions in WDFW PHS report p. 161 – see web link above*).
- ☑ **Instream**: The combination of physical, biological, and chemical processes and conditions that interact to provide functional life history requirements for instream fish and wildlife resources.
- ☐ **Nearshore**: Relatively undisturbed nearshore habitats. These include Coastal Nearshore, Open Coast Nearshore, and Puget Sound Nearshore. (*full descriptions of habitats and the definition of relatively undisturbed are in WDFW report – see web link on previous page*).
- ☐ **Caves**: A naturally occurring cavity, recess, void, or system of interconnected passages under the earth in soils, rock, ice, or other geological formations and is large enough to contain a human.
- ☐ **Cliffs**: Greater than 25 ft (7.6 m) high and occurring below 5000 ft elevation.
- ☐ **Talus**: Homogenous areas of rock rubble ranging in average size 0.5 - 6.5 ft (0.15 - 2.0 m), composed of basalt, andesite, and/or sedimentary rock, including riprap slides and mine tailings. May be associated with cliffs.
- ☐ **Snags and Logs**: Trees are considered snags if they are dead or dying and exhibit sufficient decay characteristics to enable cavity excavation/use by wildlife. Priority snags have a diameter at breast height of > 20 in (51 cm) in western Washington and are > 6.5 ft (2 m) in height. Priority logs are > 12 in (30 cm) in diameter at the largest end, and > 20 ft (6 m) long.

Note: All vegetated wetlands are by definition a priority habitat but are not included in this list because they are addressed elsewhere.

Wetland name or number H

CATEGORIZATION BASED ON SPECIAL CHARACTERISTICS

Wetland Type *Check off any criteria that apply to the wetland. List the category when the appropriate criteria are met.*	Category
SC 1.0. Estuarine Wetlands Does the wetland meet the following criteria for Estuarine wetlands? ☐ The dominant water regime is tidal, ☐ Vegetated, and ☐ With a salinity greater than 0.5 ppt ☐ Yes - Go to **SC 1.1** ☑ No = **Not an estuarine wetland**	
SC 1.1. Is the wetland within a National Wildlife Refuge, National Park, National Estuary Reserve, Natural Area Preserve, State Park or Educational, Environmental, or Scientific Reserve designated under WAC 332-30-151? ☐ Yes = **Category I** ☐ No - Go to **SC 1.2**	
SC 1.2. Is the wetland unit at least 1 ac in size and meets at least two of the following three conditions? ☐ The wetland is relatively undisturbed (has no diking, ditching, filling, cultivation, grazing, and has less than 10% cover of non-native plant species. (If non-native species are *Spartina*, see page 25) ☐ At least ¾ of the landward edge of the wetland has a 100 ft buffer of shrub, forest, or un-grazed or un-mowed grassland. ☐ The wetland has at least two of the following features: tidal channels, depressions with open water, or contiguous freshwater wetlands. ☐ Yes = **Category I** ☐ No = **Category II**	
SC 2.0. Wetlands of High Conservation Value (WHCV) SC 2.1. Has the WA Department of Natural Resources updated their website to include the list of Wetlands of High Conservation Value? ☐ Yes - Go to **SC 2.2** ☑ No - Go to **SC 2.3** SC 2.2. Is the wetland listed on the WDNR database as a Wetland of High Conservation Value? ☐ Yes = **Category I** ☑ No = **Not WHCV** SC 2.3. Is the wetland in a Section/Township/Range that contains a Natural Heritage wetland? http://www1.dnr.wa.gov/nhp/refdesk/datasearch/wnhpwetlands.pdf ☐ Yes - **Contact WNHP/WDNR and to SC 2.4** ☑ No = **Not WHCV** SC 2.4. Has WDNR identified the wetland within the S/T/R as a Wetland of High Conservation Value and listed it on their website? ☐ Yes = **Category I** ☑ No = **Not WHCV**	
SC 3.0. Bogs Does the wetland (or any part of the unit) meet both the criteria for soils and vegetation in bogs? *Use the key below.* ***If you answer YES you will still need to rate the wetland based on its functions.*** SC 3.1. Does an area within the wetland unit have organic soil horizons, either peats or mucks, that compose 16 in or more of the first 32 in of the soil profile? ☐ Yes - Go to **SC 3.3** ☑ No - Go to **SC 3.2** SC 3.2. Does an area within the wetland unit have organic soils, either peats or mucks, that are less than 16 in deep over bedrock, or an impermeable hardpan such as clay or volcanic ash, or that are floating on top of a lake or pond? ☐ Yes - Go to **SC 3.3** ☑ No = **Is not a bog** SC 3.3. Does an area with peats or mucks have more than 70% cover of mosses at ground level, AND at least a 30% cover of plant species listed in Table 4? ☐ Yes = **Is a Category I bog** ☐ No - Go to **SC 3.4** **NOTE**: If you are uncertain about the extent of mosses in the understory, you may substitute that criterion by measuring the pH of the water that seeps into a hole dug at least 16 in deep. If the pH is less than 5.0 and the plant species in Table 4 are present, the wetland is a bog. SC 3.4. Is an area with peats or mucks forested (> 30% cover) with Sitka spruce, subalpine fir, western red cedar, western hemlock, lodgepole pine, quaking aspen, Engelmann spruce, or western white pine, AND any of the species (or combination of species) listed in Table 4 provide more than 30% of the cover under the canopy? ☐ Yes = **Is a Category I bog** ☐ No = **Is not a bog**	

Wetland name or number H

SC 4.0. Forested Wetlands

Does the wetland have at least 1 contiguous acre of forest that meets one of these criteria for the WA Department of Fish and Wildlife's forests as priority habitats? ***If you answer YES you will still need to rate the wetland based on its functions.***

- ☐ **Old-growth forests** (west of Cascade crest): Stands of at least two tree species, forming a multi-layered canopy with occasional small openings; with at least 8 trees/ac (20 trees/ha) that are at least 200 years of age OR have a diameter at breast height (dbh) of 32 in (81 cm) or more.
- ☐ **Mature forests** (west of the Cascade Crest): Stands where the largest trees are 80-200 years old OR the species that make up the canopy have an average diameter (dbh) exceeding 21 in (53 cm).

☑ Yes = **Category I** ☐ No = **Not a forested wetland for this section**

SC 5.0. Wetlands in Coastal Lagoons

Does the wetland meet all of the following criteria of a wetland in a coastal lagoon?

- ☐ The wetland lies in a depression adjacent to marine waters that is wholly or partially separated from marine waters by sandbanks, gravel banks, shingle, or, less frequently, rocks
- ☐ The lagoon in which the wetland is located contains ponded water that is saline or brackish (> 0.5 ppt) during most of the year in at least a portion of the lagoon (*needs to be measured near the bottom*)

☐ Yes - Go to **SC 5.1** ☑ No = **Not a wetland in a coastal lagoon**

SC 5.1. Does the wetland meet all of the following three conditions?

- ☐ The wetland is relatively undisturbed (has no diking, ditching, filling, cultivation, grazing), and has less than 20% cover of aggressive, opportunistic plant species (see list of species on p. 100).
- ☐ At least ¾ of the landward edge of the wetland has a 100 ft buffer of shrub, forest, or un-grazed or un-mowed grassland.
- ☐ The wetland is larger than $^1/_{10}$ ac (4350 ft^2)

☐ Yes = **Category I** ☐ No = **Category II**

SC 6.0. Interdunal Wetlands

Is the wetland west of the 1889 line (also called the Western Boundary of Upland Ownership or WBUO)? ***If you answer yes you will still need to rate the wetland based on its habitat functions.***

In practical terms that means the following geographic areas

- ☐ Long Beach Peninsula: Lands west of SR 103
- ☐ Grayland-Westport: Lands west of SR 105
- ☐ Ocean Shores-Copalis: Lands west of SR 115 and SR 109

☐ Yes - Go to **SC 6.1** ☑ No = **Not an interdunal wetland for rating**

SC 6.1. Is the wetland 1 ac or larger and scores an 8 or 9 for the habitat functions on the form (rates H,H,H or H,H,M for the three aspects of function)?

☐ Yes = **Category I** ☐ No - Go to **SC 6.2**

SC 6.2. Is the wetland 1 ac or larger, or is it in a mosaic of wetlands that is 1 ac or larger?

☐ Yes = **Category II** ☐ No - Go to **SC 6.3**

SC 6.3. Is the unit between 0.1 and 1 ac, or is it in a mosaic of wetlands that is between 0.1 and 1 ac?

☐ Yes = **Category III** ☐ No = **Category IV**

Category of wetland based on Special Characteristics

If you answered No for all types, enter "Not Applicable" on Summary Form

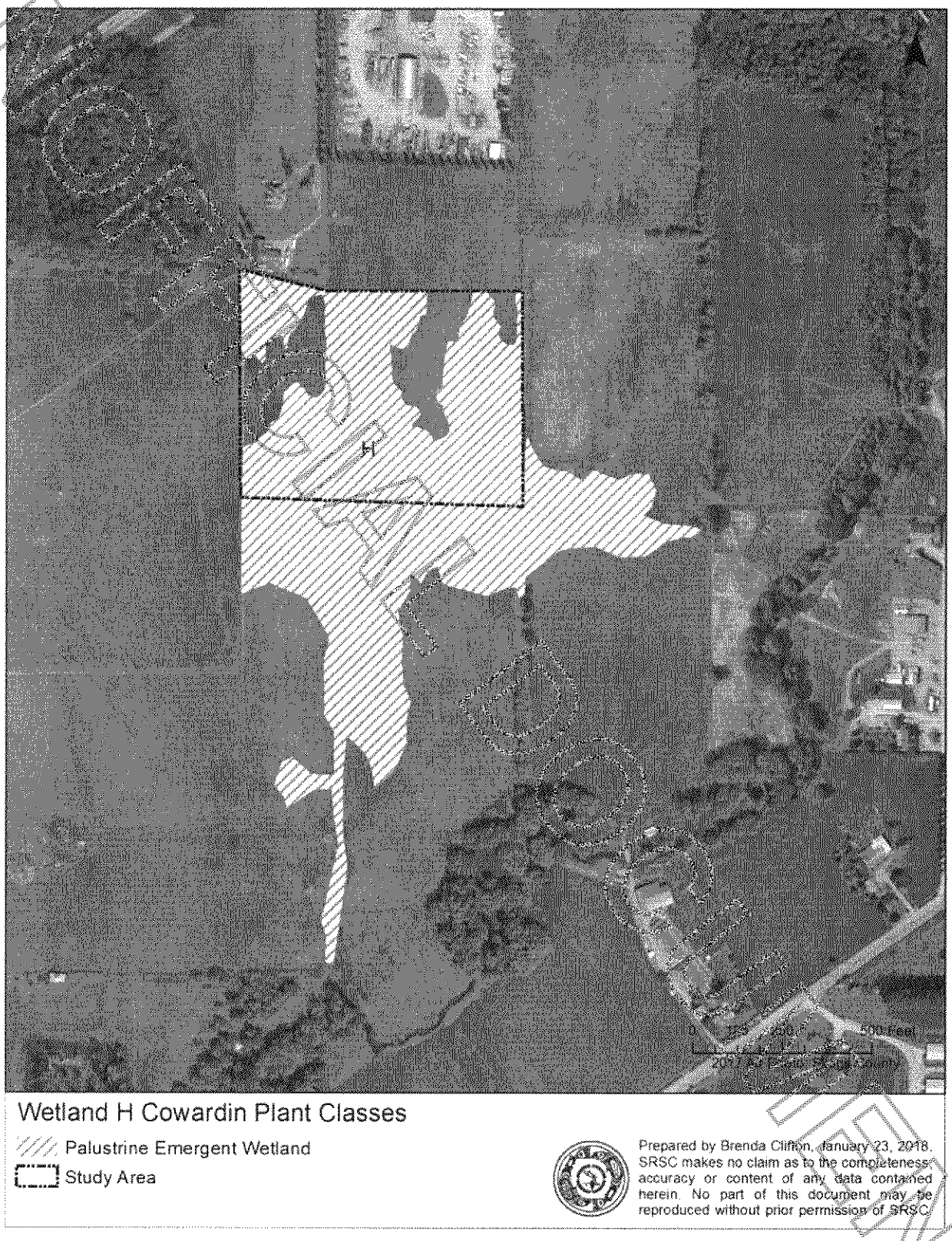


Figure D-1. Cowardin plant class within Wetland H.

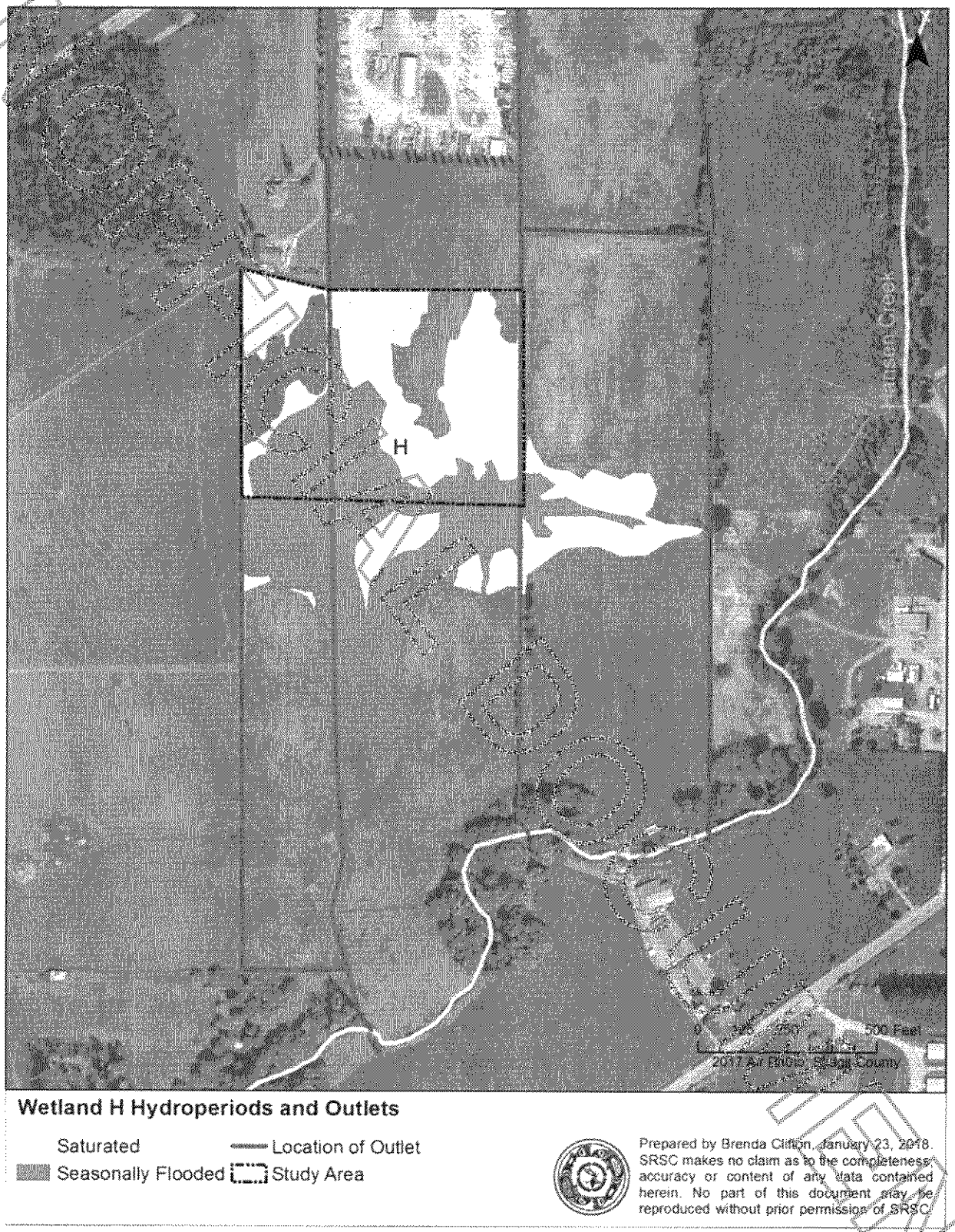


Figure D-2. Hydroperiods within Wetland H and location of outlet.

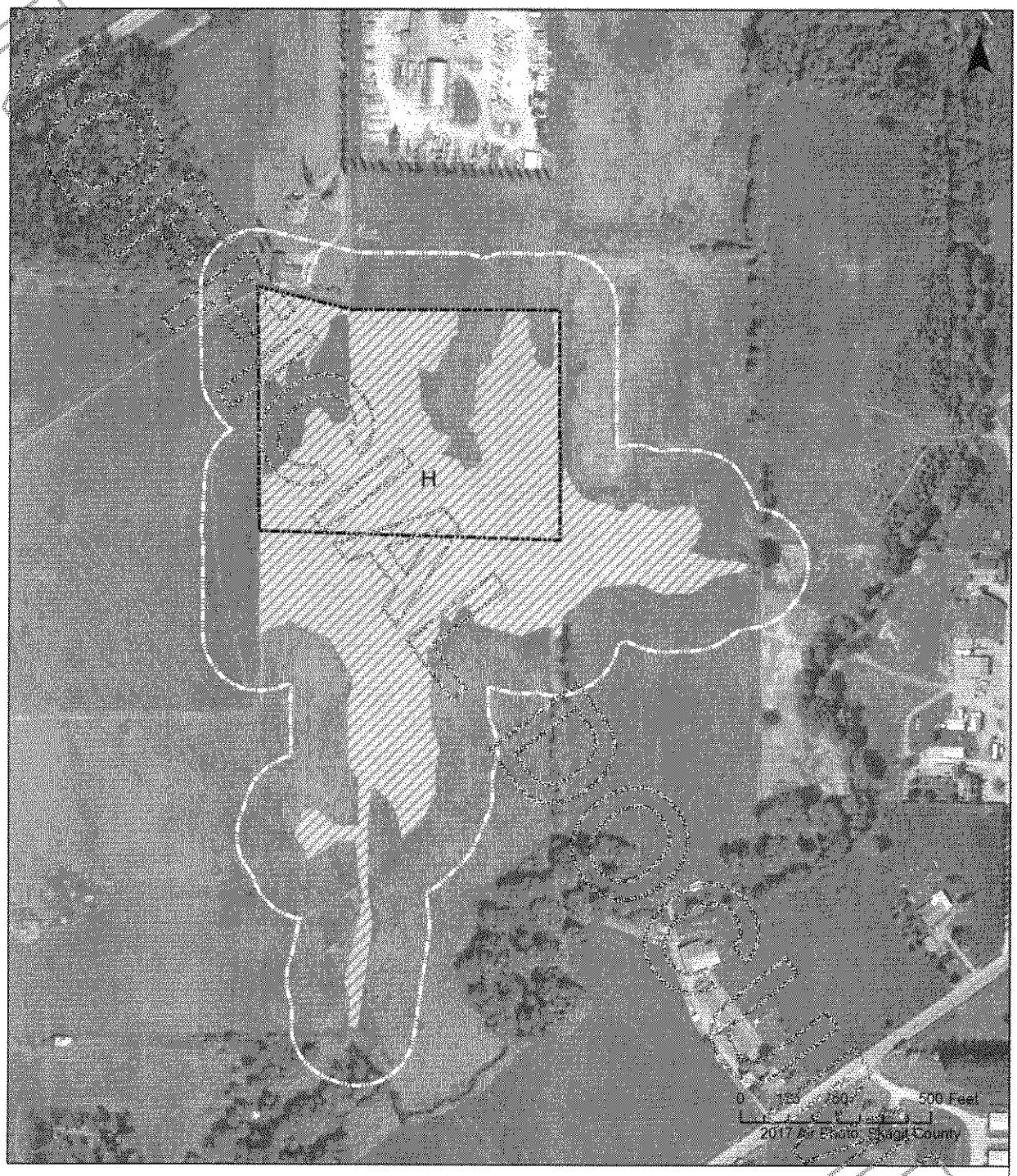


Figure D-3. Boundary of area within 150 feet of Wetland H.

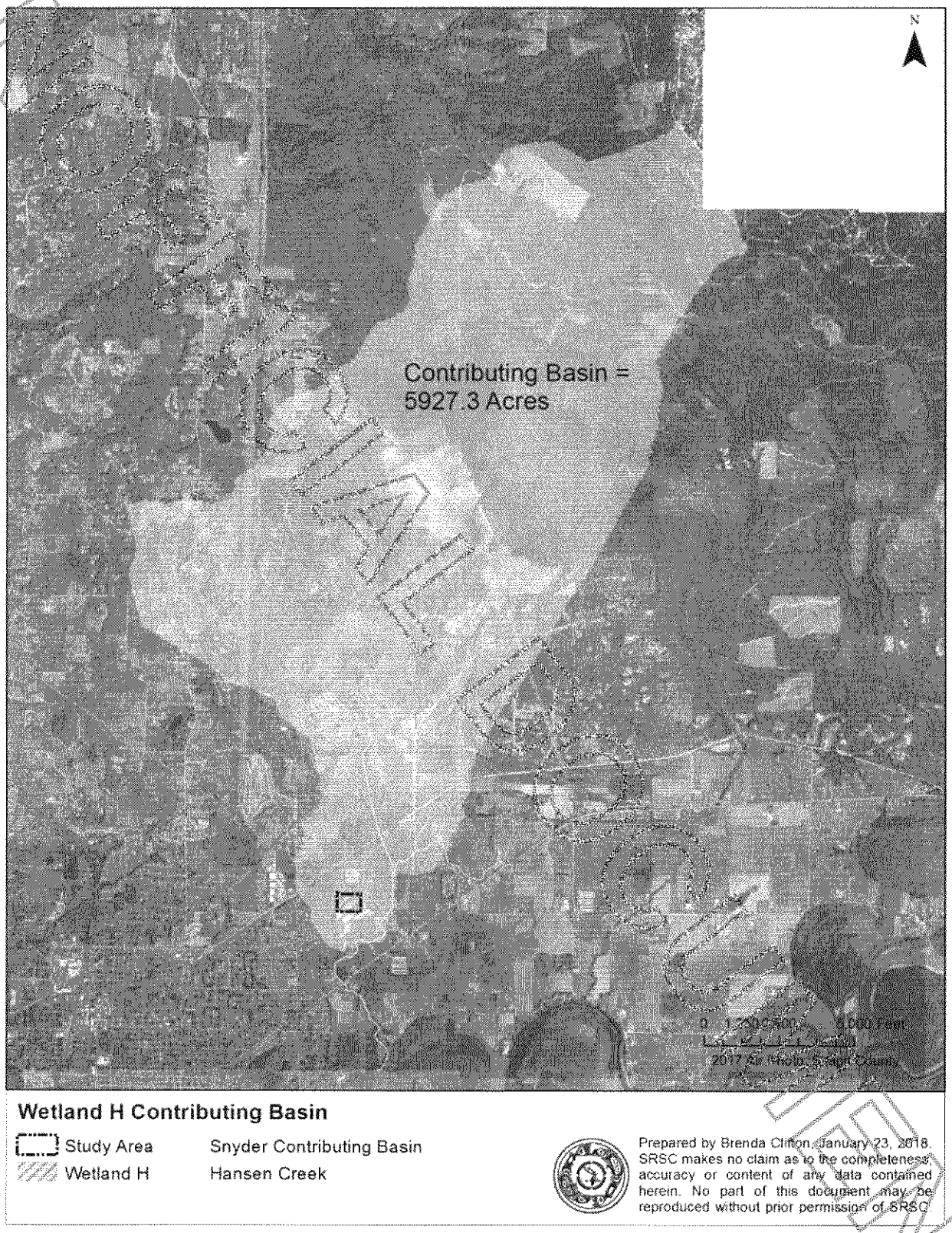


Figure D-4. Map of Wetland H contributing basin.

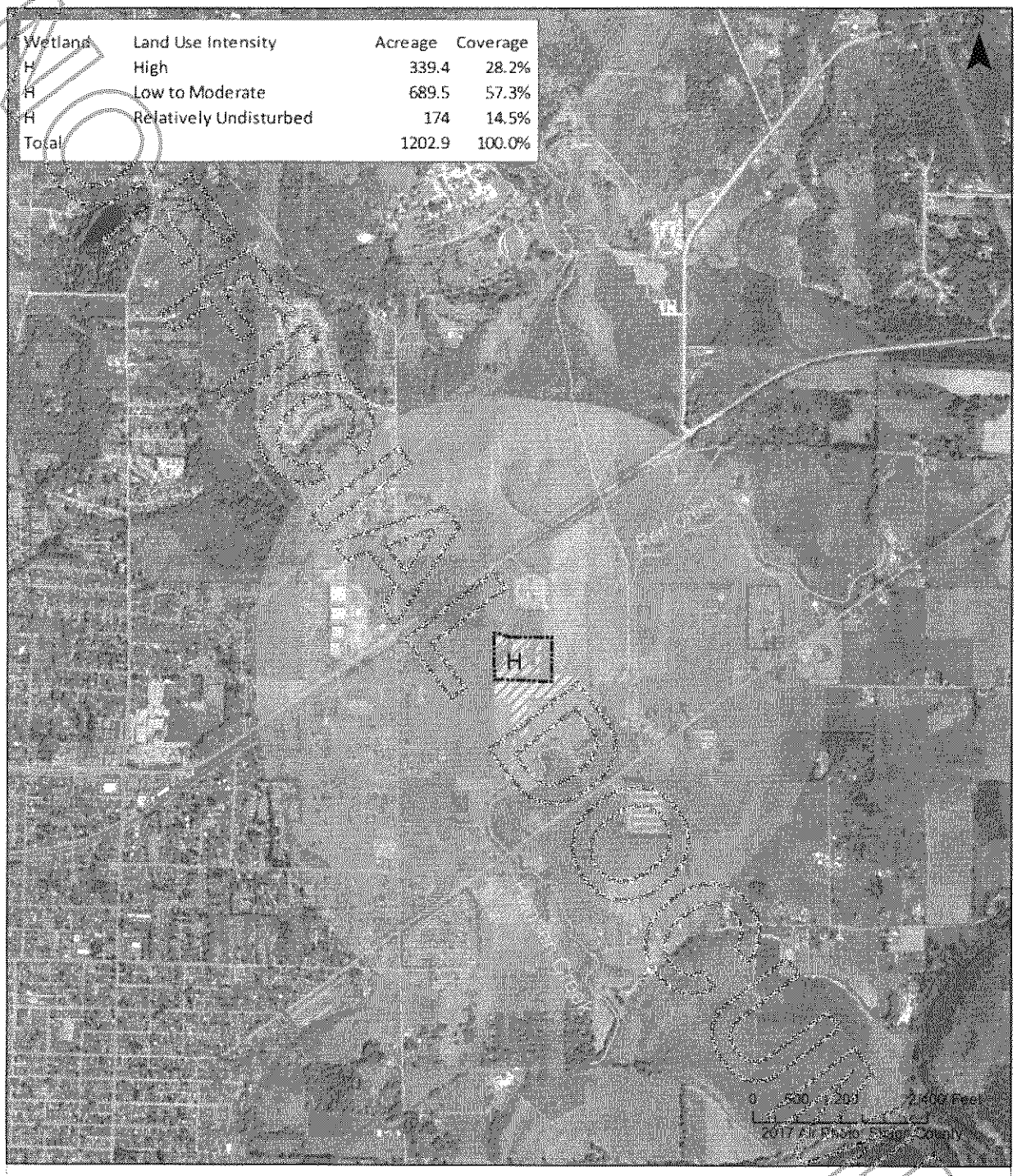


Figure D-5. Land use intensity within area that extends one kilometer from entire wetland edge.

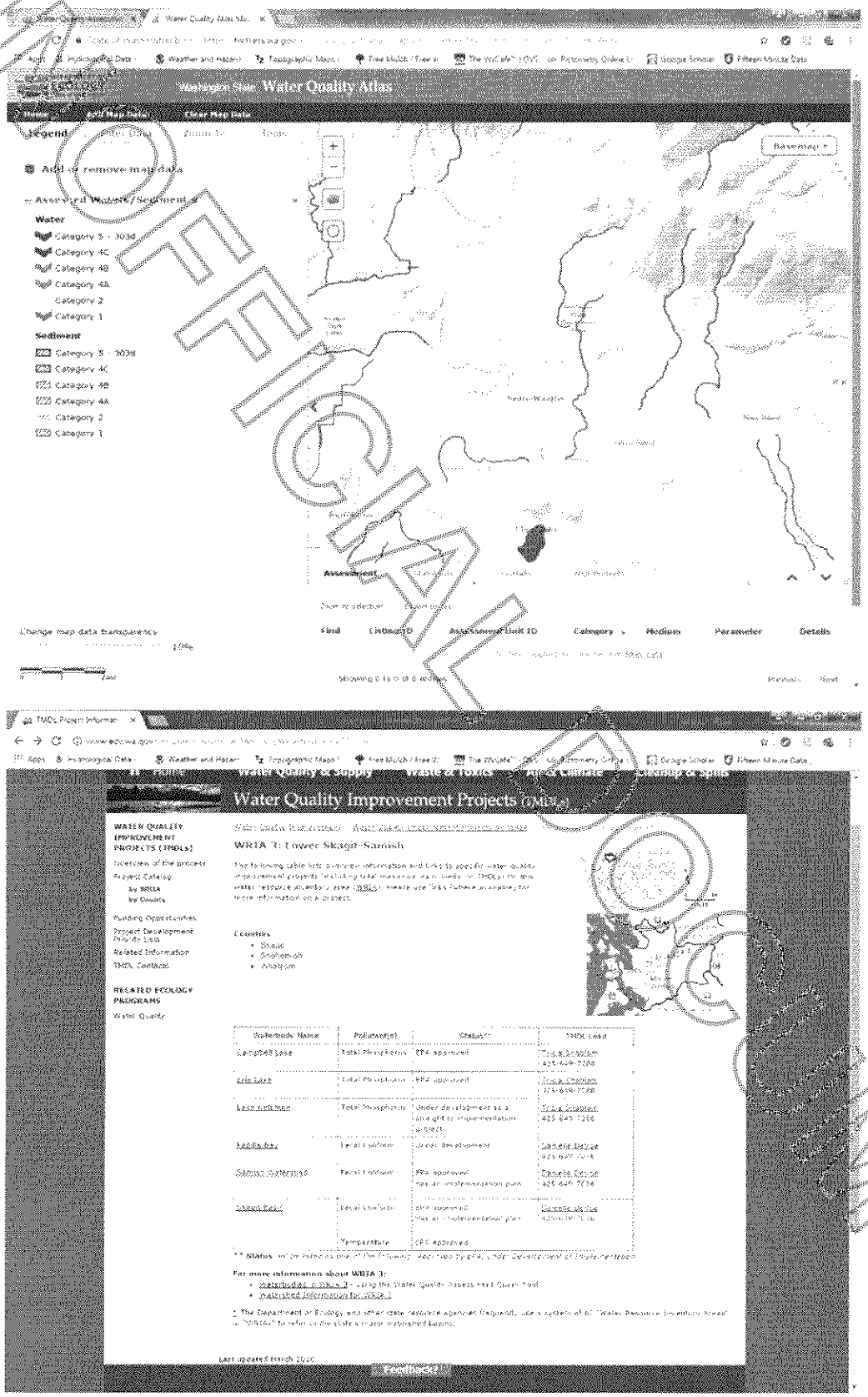


Figure D-6. Screen capture of 303d waters in basin.

EXHIBIT D

Assignment of Rights Document

Upon Recording, Please Return To:
Washington Recreation and Conservation Office
PO Box 40917
Olympia, WA 98504-0917
Attn: Marc Duboiski

Document Title: Assignment of Rights
Assignor: Skagit River System Cooperative
Assignee: The State of Washington, through the Recreation and Conservation Office, including any successor agencies
Abbreviated Legal Description:
(20.0000 ac) O/S#176 & 177 AF#750990 1972 PTN SW1/4 AKA LT 2 S/P#94-014 AF#9408050002
Assessor's Parcel Nos: P39268
Reference No. of Related Document: _____ (Conservation Easement)

ASSIGNMENT OF RIGHTS
WASHINGTON STATE RECREATION AND CONSERVATION OFFICE

This ASSIGNMENT OF RIGHTS (this "Assignment") is executed as of the _____ day of September 2017, by the Skagit River System Cooperative, a Tribal Conservation Consortium ("Assignor SRSC"), to and in favor of THE STATE OF WASHINGTON through the Recreation and Conservation Office ("Assignee State"), including any successor agencies.

RECITALS

A. Assignor SRSC has entered into a conservation easement ("Conservation Easement") with John R Snyder, ("Owner") in Skagit County, Washington. The name and address of the Owner and the recording number of the Conservation Easement are set forth in *Exhibit 1* attached hereto and incorporated herein. The legal description of the Property subject to the Conservation Easement is set forth in *Exhibit 2* attached hereto and incorporated herein.

B. The purpose of the Conservation Easement is described in the Conservation Easement. That purpose is also described in the Project Agreement entered into between Assignor SRSC, the recipient of Recreation and Conservation Office ("RCO") funds, and the Assignee State through the RCO entitled Hansen Creek Restoration Acquisition Project Number 14-1248 dated November _____, 2014 and the supporting materials which are on file with the Assignee State in connection with the Project Agreement, which Project Agreement is

incorporated herein by this reference. That purpose includes protection and restoration of riparian habitat, as defined in the Conservation Easement.

C. Owner has authorized Assignor SRSC to assign to the Assignee State certain rights for access to and stewardship of the Property covered by the Conservation Easement. Assignment of such rights is a necessary condition to receipt of grant funding under the Project Agreement and the policies of the Salmon Recovery Funding Board administered by the Assignee State. Such rights are valuable to the Assignee State in connection with ensuring protection of habitat under the terms of the Conservation Easement. The assignment of such rights to the Assignee State, however, does not in any way relieve the Assignor SRSC of such duties to enforce the Conservation Easement as may be imposed on it under the Conservation Easement and the Project Agreement.

D. These recitals are incorporated herein by this reference.

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

AGREEMENT

1. **Assignment**. For and in consideration of monies coming in whole or in part from the State of Washington and in fulfillment of terms of the Project Agreement identified herein, Assignor SRSC does hereby assign, transfer, set over, convey and deliver to the Assignee State individually, and as the representative of all the people of the State, the following joint rights (collectively referred to as "joint rights") under the Conservation Easement, the recording number of which is listed in *Exhibit 1* attached hereto and incorporated herein by this reference and as described in *Exhibit 2* attached hereto. The term "joint right" means a right that both the Assignor SRSC and Assignee State may independently enforce under the Conservation Easement. The grant of these joint rights does not in any way relieve the Assignor SRSC of its duties to enforce the terms of the Conservation Easement or the Project Agreement.

a. **Access**. A right to enter the Property subject to the Conservation Easement at a reasonable time and upon prior arrangement with Assignor SRSC and Owner in the manner provided for in the Conservation Easement, in order to monitor and evaluate performance, compliance, and/or quality assurance under the Project Agreement.

b. **Enforcement**. A right to enforce the terms and conditions of the Conservation Easement and to seek injunctive relief, including restoration, and/or damages for any breach thereof.

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

d. **Termination For Reasons of Impracticability**. A right to review and approve any proposed agreements to terminate the Conservation Easement, or release a portion of the Property from the terms of the Conservation Easement, before expiration of the term of

the Conservation Easement for the reason that circumstances have rendered the conservation purpose of the Conservation Easement impractical to achieve. Absent approval of the Assignee State acting through the RCO or entry of an order of the Superior Court in which the Property subject to the Conservation Easement is located, the Assignor SRSC shall not enter into any termination or release agreement.

e. **Stewardship and Management Plans**. A right to review any Stewardship and/or Management Plans, including restoration and enhancement plans, as defined in the Conservation Easement. Review by RCO's Director will be for compliance with the terms of the Project Agreement.

To the extent the rights assigned herein overlap with the rights granted to the Assignor SRSC under the Conservation Easement, the rights assigned herein shall not be construed to displace those rights. These Rights shall be held in common with Assignor SRSC or Assignor SRSC's successors and assigns.

2. **Assignee's Exercise of Rights**. The rights assigned to the Assignee State under this Assignment shall not exceed those granted by Owner to the Assignor SRSC under the Conservation Easement. The Assignee State hereby represents and warrants that its exercise of rights under this Assignment will be consistent with the conservation purpose defined in the Conservation Easement and the Project Agreement.

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

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

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

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

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

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

5. **Indemnity**. Assignor SRSC shall defend, protect and hold harmless the Assignee State, or any officers or employees thereof, from and against any and all costs, claims, fees and expenses arising out of in part or whole the acts or omissions of Assignor SRSC and/or its employees, relating to the Conservation Easement or in any way relating to Assignor SRSC's representations and warranties under this Assignment.

6. **Replacement Property.** The Conservation Easement may be extinguished in whole or in part before expiration of its term (if any) under certain circumstances identified in the Conservation Easement. Assignor SRSC may be entitled to compensation in such event. Assignor SRSC shall use all such proceeds for acquisition, restoration and/or enhancement of substantially equivalent property or property interests. Assignor SRSC hereby agrees to consult with, and receive the approval of, the RCO in the selection of any replacement property and to assign to the Assignee State the same or substantially equivalent rights for access to and stewardship of the replacement property as provided for in this Assignment.

7. **Restriction on Assignment.** Assignor SRSC shall not assign the Conservation Easement or the performance of any obligations to the Assignee State under the Conservation Easement, without the express written consent of the RCO's Director, which shall not unreasonably be withheld.

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

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

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

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

12. **SCHEDULE OF EXHIBITS:**

Exhibit 1 - Owner and Conservation Easement Recording Number
Exhibit 2 - Legal Description of Property Subject to Conservation Easement

REMAINDER OF PAGE IS INTENTIONALLY BLANK: SIGNATURE PAGES FOLLOW

ASSIGNOR:
The Skagit River System Cooperative

By: _____
Jason Joseph, Board Chair
Date: 2-16-18

STATE OF WASHINGTON)
) ss:
COUNTY OF SKAGIT)

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

Dated: 2/16/2018

ELEANOR ROMERO
NOTARY PUBLIC
COMM. EXPIRES
JUNE 23, 2021
STATE OF WASHINGTON

(Use this space for notarial stamp/seal)

Eleanor Romero
Notary Public
Eleanor Romero
Print Name
6/23/2021
My commission expires

ASSIGNEE:
THE STATE OF WASHINGTON, through its Recreation and Conservation Office

By _____
Typed/Printed Name _____
Its: _____
Date: _____

STATE OF WASHINGTON)
) ss:
COUNTY OF ~~THURSTON~~ 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, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ of _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

_____
Notary Public

_____
Print Name

_____
My commission expires

(Use this space for notarial stamp/seal)

EXHIBIT 1

OWNER AND CONSERVATION EASEMENT RECORDING NUMBER

Name(s): John R. Snyder

Address: 25040 State Route 20, Sedro Woolley WA 98284

Recording No.: 201802080036

EXHIBIT 2

LEGAL DESCRIPTION FOR PROPERTY
SUBJECT TO CONSERVATION EASEMENT

SNYDER CONSERVATION EASEMENT AREA

Legal Description For
RCO Project: Hansen Creek Restoration Acquisition - #14-1248

ALL THAT PORTION OF LOT 2, OF THAT CERTAIN SKAGIT COUNTY SHORT PLAT NO. 94-014, APPROVED 2ND DAY OF AUGUST 1994 AND RECORDED 5TH DAY OF AUGUST 1994, UNDER AUDITORS FILE NO. 199408050002 IN VOLUME 11 OF SHORT PLATS, PAGE 95 RECORDS OF SKAGIT COUNTY, WASHINGTON AND ALL BEING LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 35 NORTH, RANGE 5 EAST, W.M. FROM WHICH THE "SNYDER CONSERVATION EASEMENT LAND" DESCRIBED AS ALL THAT PORTION OF THE BEFORE-MENTIONED, PARENT PARCEL "A" HERE-IN-AFTER, LYING WESTERLY AND SOUTHERLY OR ON THE RIGHT SIDE OF A LINE AS IT TRAVERSES SOUTHERLY AND EASTERLY THROUGH SAID PARENT PARCEL, THE LINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 2, FROM WHICH REFERENCE POINT "A" BEARS NORTH 0°12'37" WEST, A DISTANCE OF 590.42', THENCE NORTH 88°17'17" WEST, ALONG THE SOUTH LINE OF SAID LOT 2, A DISTANCE OF 789.18 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2; THENCE NORTH 0°18'25" WEST, ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 644.70 FEET TO THE INTERSECTION OF AN EXISTING DRAINAGE DITCH CENTERLINE, SAID POINT BEING THE **TRUE POINT OF BEGINNING OF SAID LINE;** THENCE SOUTH 75°40'50" EAST ALONG THE APPROXIMATE CENTERLINE OF SAID DITCH 248.41 FEET TO A POINT WHICH BEARS NORTH 88°17'17" WEST AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 2 AND ALSO BEING WITHIN THE BANKS OF A NORTH/SOUTH INTERSECTING DITCH LINE; THENCE SOUTH 88°17'17" EAST PARALLEL WITH SAID SOUTH LINE OF SAID LOT 2 549.67 FEET TO THE BEFORE-MENTIONED REFERENCE POINT "A" AND **TERMINUS OF SAID LINE.**
CONTAINING 472,496.5 SQ. FT. [10.85 ACRES]
SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

SUBJECT TO easements and restrictions of record.