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Skagit County Auditor

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY *Gene Thompson*
DATE *4.7.22*

Amended and Restated Grant Deed of Conservation Easement

When recorded return to:

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

Grantor: City of Anacortes

Grantee: Skagit Land Trust

Brief Legal Description:

PTN S 1, 2, 6 & 12, T 34N, R 1E; PTN S 26 & 36, T 35N, R 1E;
PTN S 1, 6 & 7, T 34N, R 2E; PTN S 31, T 35N, R 2E

Full legal descriptions at _____

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

PTN P18998 / 340101-0-004-0004; PTN P19001 / 340101-3-001-0001;
PTN P19002 / 340101-3-001-0001; P19004 / 340101-4-001-0009;
PTN P19005 / 340101-4-001-0108; P19044 / 340102-0-020-0003;
P19297 / 340112-1-001-0002; P20027 / 340206-0-001-0001;
P20036 / 340207-0-002-0108; PTN P32340 / 350126-1-001-0005;
P32676 / 350136-2-001-0001; P33390 / 360231-3-001-0003;
P60751 / 384200-9-000-0007; P60752 / 384201-3-000-0009;
P60763 / 384203-5-000-0002; P60777 / 384205-5-000-0000;
P19056 / 340102-1-002-0003; P19298 / 340112-1-003-0000;
P60663 / 384000-1-014-0000; P60664 / 384000-2-014-0008;
P60666 / 384000-3-004-0008; P60667 / 384000-3-006-0006;
P60669 / 384000-8-001-0000; P18996 / 340101-0-002-0006;
P18997 / 340101-0-003-0005; P18999 / 340101-1-001-0005;
P19000 / 340101-1-002-0004; P57070 / 378100-1-018-0007;
P120554 / 350126-4-003-0100

Reference Number of Documents Amended and Restated:

199903240126; 199908190117; 199910270067; 200007240107; 200007240106;
200105240099; 200110090082; 200203070103; 200203070104; 200208140040;
200208140041; 200303280160; 200311070042; 200403190132; 200410130160;
200504280070; 200509140117; 200603310101; 200610260032; 200703220126;
200710090097; 200804020074; 200810090036; 200906150194; 201004190056

**AMENDED AND RESTATED GRANT DEED OF CONSERVATION EASEMENT
(Anacortes Community Forest Lands)**

THIS AMENDED AND RESTATED GRANT DEED OF CONSERVATION EASEMENT (hereinafter, the "Conservation Easement") is made this 6th day of April, 2022 by and between the City of Anacortes, a Washington Municipal Corporation, having an address at P.O. Box 547, Anacortes, WA 98221 ("Grantor" or "City"), in favor of the Skagit Land Trust, a Washington nonprofit corporation, having an address at P.O. Box 1017, Mount Vernon, WA 98273 ("Grantee"). This Conservation Easement consolidates 25 conservation easements previously conveyed by Grantor to Grantee into one conservation easement that amends and restates the following conservation easements in their entirety:

- (1) Grant Deed of Conservation Easement, recorded March 24, 1999 under Skagit County Auditor's File Number 9903240126;
- (2) Deed of Conservation Easement, recorded August 19, 1999 under Skagit County Auditor's File Number 199908190117;
- (3) Deed of Conservation Easement, recorded October 27, 1999 under Skagit County Auditor's File Number 199910270067;
- (4) Deed of Conservation Easement, recorded July 24, 2000 under Skagit County Auditor's File Number 200007240106;
- (5) Deed of Conservation Easement, recorded July 24, 2000 under Skagit County Auditor's File Number 200007240107;
- (6) Deed of Conservation Easement, recorded May 24, 2001 under Skagit County Auditor's File Number 200105240099;
- (7) Deed of Conservation Easement, recorded October 9, 2001 under Skagit County Auditor's File Number 200110090082;
- (8) Deed of Conservation Easement, recorded March 7, 2002 under Skagit County Auditor's File Number 200203070103;
- (9) Deed of Conservation Easement, recorded March 7, 2002 under Skagit County Auditor's File Number 200203070104;
- (10) Deed of Conservation Easement, recorded August 14, 2002 under Skagit County Auditor's File Number 200208140040;
- (11) Deed of Conservation Easement, recorded August 14, 2002 under Skagit County Auditor's File Number 200208140041;
- (12) Deed of Conservation Easement, recorded March 28, 2003 under Skagit County Auditor's File Number 200303280160;
- (13) Deed of Conservation Easement, recorded November 7, 2003 under Skagit County Auditor's File Number 200311070042;
- (14) Deed of Conservation Easement, recorded March 19, 2004 under Skagit County Auditor's File Number 200403190132;
- (15) Deed of Conservation Easement, recorded October 13, 2004 under Skagit County Auditor's File Number 200410130160;
- (16) Deed of Conservation Easement, recorded April 28, 2005 under Skagit County Auditor's File Number 200504280070;
- (17) Deed of Conservation Easement, recorded September 14, 2005 under Skagit County Auditor's File Number 200509140117;

- (18) Deed of Conservation Easement, recorded March 31, 2006 under Skagit County Auditor's File Number 200603310101;
- (19) Deed of Conservation Easement, recorded October 26, 2006 under Skagit County Auditor's File Number 200610260032;
- (20) Deed of Conservation Easement, recorded March 22, 2007 under Skagit County Auditor's File Number 200703220126;
- (21) Deed of Conservation Easement, recorded October 9, 2007 under Skagit County Auditor's File Number 200710090097;
- (22) Deed of Conservation Easement, recorded April 2, 2008 under Skagit County Auditor's File Number 200804020074;
- (23) Deed of Conservation Easement, recorded October 9, 2008 under Skagit County Auditor's File Number 200810090036;
- (24) Deed of Conservation Easement, recorded June 15, 2009 under Skagit County Auditor's File Number 200906150194; and
- (25) Deed of Conservation Easement, recorded April 19, 2010 under Skagit County Auditor's File Number 201004190056.

By this Conservation Easement, Grantor and Grantee also add approximately 253 acres to the Conservation Easement-protected area, correct scrivener errors as to legal descriptions and other matters in the previously recorded conservation easements, clarify the intent of the parties provided in the earlier conservation easements as to permitted and prohibited uses and activities, add in a new requirement as to forest management, and update other provisions in the Conservation Easement, where appropriate, to reflect current policies of Grantee pertaining to conservation easements. Consolidation of the Conservation Easement-protected area under one conservation easement will allow Grantee to preserve and protect in perpetuity over 1,935 acres as an integrated whole.

RECITALS

A. Grantor is the sole owner in fee simple of certain real property in Skagit County, Washington, more particularly described in Exhibit A (legal descriptions) and Exhibit B (site map) attached hereto and incorporated by this reference (the "Property"). The Property is known as the Anacortes Community Forest Lands ("ACFL").

B. The Property possesses natural, scenic and recreational values, in particular natural forest lands, all of which are hereafter known as "Conservation Values" of great importance to Grantor and the people of the City of Anacortes.

D. The specific Conservation Values and other characteristics of the Property are documented in an inventory of relevant features of the Property ("Baseline Documentation"), which Baseline Documentation is incorporated into this Conservation Easement by this reference. The Baseline Documentation consists of reports, maps, photographs, and other documentation held by Grantee that the parties agree provides, collectively, an accurate representation of the Property at the time of this grant and that is intended to serve as an objective information baseline for monitoring compliance with the terms of this Conservation Easement. A summary of said Baseline Documentation, signed and dated, by both Grantor and Grantee is contained in Exhibit C. In any conflict or inconsistency between the terms of this Conservation Easement and the Baseline Report, the terms of this Conservation Easement shall control.

E. Beginning in 1998, under Resolution No. 1492, the City launched a conservation easement program ("CEP") to guarantee that the Property, the ACFL, be protected for the benefit of the public in perpetuity. Through the CEP, the City Council, as elected representative of the people who are owners of the Property will continue to manage the Property, the ACFL, in accord with this Conservation Easement. Special care will be taken to manage areas where the Grantor has received funding for future conservation easements in accord with this Conservation Easement.

F. Through the CEP, Grantor intends that the Conservation Values of the Property be preserved and maintained by the continuation of land use patterns that do not significantly impair or interfere with the Conservation Values.

G. Through the CEP, Grantor further intends, as owners of the Property, to convey to Grantee the right to preserve and protect the Conservation Values of the Property in perpetuity.

H. Grantee is a publicly supported, tax-exempt nonprofit organization, qualified under Section 501(c)(3) and 170(h) of the Internal Revenue Code, and also qualified as a nonprofit nature conservancy corporation under Revised Code of Washington ("RCW") 64.03.130 and 84.34.250, whose primary purpose is to preserve open space, wildlife habitat, wetlands, forestland, farmland, shoreline, and scenic views.

I. Grantee agrees by accepting this grant to honor the intentions of Grantors stated herein and to preserve and protect in perpetuity the Conservation Values of the Property for the benefit of this generation and the generations to come.

J. Grantor recognizes that the preservation of Conservation Values within the Property will provide substantial benefits to Grantor and the public in general and that such benefits together with monetary payment to be made are adequate consideration in exchange for the grant of Conservation Easement contained herein.

K. The above Recitals are incorporated into this Conservation Easement by this reference.

AGREEMENT

NOW, THEREFORE, the following deed memorializes the agreement which has been reached between the parties. The Grantor, the City of Anacortes, a Washington municipal corporation, for consideration as set forth herein and subject to conditions, agreements and provisions set forth hereinafter, hereby voluntarily grants and conveys to Grantee, the Skagit Land Trust, a Washington not-for-profit corporation, a non-exclusive perpetual easement, the Conservation Easement described herein, to run with the land upon the Property legally described in Exhibit A hereto.

This Conservation Easement is subject to the following terms and conditions:

1. **Purpose.** It is the purpose of this Conservation Easement to ensure that the Property will be retained forever predominantly in its natural, scenic, forested condition and to prevent any use of the Property that will significantly impair or interfere with the Conservation Values of the Property. Grantor intends that this Conservation Easement will confine the use of the Property to such activities (such as public recreation) as are consistent with the purpose of this Conservation Easement. This conveyance is an interest in real property under the provisions of RCW 64.03.130 and RCW 84.34.210.

2. **Rights of Grantee.** To accomplish the purpose of this Easement the following rights are conveyed to Grantee by this Easement:

- a) To preserve and protect the Conservation Values of the Property in perpetuity, and to enhance by mutual agreement, the Conservation Values of the Property;
- b) To enter upon the Property at reasonable times in order to monitor Grantor's compliance with and otherwise enforce the terms of this Conservation Easement; and
- c) To prevent any activity on or use of the Property that is inconsistent with the purpose of this Conservation Easement and to require the restoration of such areas or features of the Property that may be damaged by an inconsistent activity or use, pursuant to paragraph 6. Should complete restoration be impossible, Grantee shall require appropriate mitigation.

3. **Prohibited Uses.** Any activity on or use of the Property inconsistent with the purpose of this Easement is prohibited. Without limiting the foregoing, the following uses are expressly prohibited.

- a) Conversion or use of the Property for timber harvesting, mining, or any commercial venture shall be prohibited; *provided*, however, that the prohibition on timber harvesting shall not be interpreted to prevent forestry management for ecological purposes in the manner provided for in Section 5 below; and *provided further*, however, that the prohibition on any commercial venture shall not be interpreted to prevent use of the Property for passive recreational or education activities that may have a de minimis commercial nexus (such as paid guided walks by educators, paid photography courses, or the like).
- b) Sale, lease or other transfer of the Property.

4. **Reserved Rights.** Grantor reserves to itself, and to its successors and assigns, all rights accruing from its ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not expressly prohibited by Section 3 or otherwise herein and are not inconsistent with the purpose of this Easement. Without limiting the foregoing, the following rights are expressly reserved.

- a) Management of the Property in accord with the terms and conditions of this Conservation Easement.
- b) Use of portions of the Property for public utilities, such as water reservoirs, or service roads to those public utilities.
- c) In those areas where the City has previously operated pump stations, water storage facilities, and pipelines, those activities may continue and such facilities may be maintained as long as necessary for public utility purposes. Parcels of the Property to which this Conservation Easement is applied may include any of these recreational or utility facilities, and their maintenance and improvement shall not be hindered by such application. In addition, any paved street or road in use at the date of the City's adoption of the CEP shall be exempt from any restrictions and adjacent property may be altered as necessary to maintain the safe operation of vehicles on such streets.

- d) Facilities which allow and support such recreational and educational uses, such as service roads, parking lots, trailheads, trails, bridges, signs, interpretive displays, interpretive buildings, viewing platforms, boardwalks, sanitary facilities and picnic sites may be developed, maintained and improved as needed.
- e) The undertaking of other activities necessary to protect public health or safety on the Property or adjacent property, or which are actively required by and subject to compulsion of any governmental agency with authority to require such activity, provided that any such activity shall be conducted in a manner that protects the Conservation Values of the Property to the greatest practicable extent, taking into account all the surrounding circumstances.

5. **Forest Stewardship.** Grantor may undertake habitat management, restoration or enhancement activities on both land and water resources of the Property to further the Purpose of this Conservation Easement, *provided* that such activities are conducted in accordance with sound conservation management practices, consistent with the Purposes, terms and conditions of this Conservation Easement, and in consultation with the Grantee for consistency with this Conservation Easement. Such activities may include, but not be limited to, tree and vegetation planting and restoration, removal and management of trees and vegetation, controlled burns, management of invasive weeds, and collection of biological specimens.

6. **Dispute Resolution.** If a dispute arises between the parties concerning the consistency of any proposed use or activity with the purpose of this Conservation Easement, the parties shall meet together to discuss the dispute and attempt resolution. Thereafter, either party may request a hearing before the Anacortes City Council. Upon receiving the request for a hearing, the City Council shall schedule a public hearing to be held not less than 20 (twenty) nor more than 60 (sixty) days from receipt by them of the request for the hearing. Notice of the hearing shall be provided by direct mailing to each of the parties as well as publication in the official city newspaper not less than 7 (seven) days prior to the hearing date. If the resultant decision of the Anacortes City Council is not satisfactory to the other party, such party may bring an action in Skagit County Superior Court which shall review the matter de novo and which shall have full jurisdiction to grant relief consistent with Section 7 hereof. The Superior Court shall award to the prevailing party its reasonable attorney fees and costs. Nothing herein contained shall prevent the parties from agreeing to submit this matter to mediation and/or arbitration.

7. **Grantee's Remedies.**

- (a) If Grantee determines that Grantor is in violation of the terms of this Conservation Easement or that a violation is threatened, Grantee shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the purpose of this Conservation Easement, to restore the portion of the Property so injured.
- (b) If Grantor fails to cure the violation within sixty (60) days after receipt of notice thereof from Grantee, or under circumstances where the violation cannot reasonably be cured within a sixty (60) day period, fail to begin curing such violation within the sixty (60) day period, or fail to continue diligently to cure such violation until finally cured, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Conservation 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 Conservation Easement or injury to any Conservation Values protected by this Conservation Easement, including damages for the loss of scenic, aesthetic, or environmental

values, and to require the restoration of the Property to the condition that existed prior to any such injury. Without limiting Grantor's liability therefor, Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Property.

- (c) If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values of the Property, Grantee may pursue its remedies under this paragraph without prior notice to Grantor or without waiting for the period provided for cure to expire. Grantee's rights under this paragraph, both prohibitive and mandatory, are in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Conservation Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. 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.

7.1 **Costs of Enforcement.** Any cost incurred by Grantee in enforcing the terms of this Conservation Easement against Grantor, including, without limitation, costs of suit and attorneys' fees, and any costs of restoration necessitated by Grantor's violation of the terms of this Conservation Easement shall be borne by Grantor. If Grantor prevails in any action to enforce the terms of this Conservation Easement, Grantor's costs of suit, including, without limitation, attorneys' fees, shall be borne by Grantee.

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

7.3 **Acts Beyond Grantors' Control.** Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes, or from injury caused by private parties in violation of Grantor's adopted management plan and codes. Grantor will diligently prosecute violators.

8. **Access.** No additional rights of access by the general public to any portion of the Property are conveyed by this Conservation Easement nor is any new limit on the access implied.

9. **Costs and Liabilities.** Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including the maintenance of adequate comprehensive general liability insurance coverage. Grantor shall keep the Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantor.

10. **Extinguishment.** If circumstances arise in the future such as render the purpose of this Conservation Easement impossible to accomplish, this Conservation Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent Jurisdiction. The Court shall award Grantee the fair market value of the Conservation Easement. Grantee shall use all such proceeds in a manner consistent with the conservation purposes of this grant of Conservation Easement.

10.1 **Condemnation.** If the Conservation Easement is taken, in whole or in part, by exercise of the power of eminent domain, Grantee shall be entitled to compensation in accordance with applicable law.

10.2 **Amendment for Supplementary.** If circumstances arise under which an amendment to or modification of this Conservation Easement would be appropriate, Grantor and Grantee are free to jointly amend this Conservation Easement; provided that no amendment shall be allowed that will affect the qualification of this Conservation Easement or the status of Grantee under any applicable laws, including Section 170(h) of the Internal Revenue Code, as amended (the "Code"), and any amendment shall be consistent with the purpose of this Conservation Easement, and shall not affect its perpetual duration. Any such amendment shall be recorded in the official records of Skagit County, Washington.

11. **Assignment.** This Conservation Easement is transferable (with Grantor's approval, which will not be unreasonably withheld), but Grantee may assign its rights and obligations under this Conservation Easement only to an organization that is a qualified organization at the time of transfer under Section 170(h) of the provision then applicable, and the applicable regulations promulgated thereunder and authorized to acquire and hold conservation easements under Washington State Law (or any successor provision then applicable). As a condition of such transfer, Grantee shall require that the conservation purposes that this grant of Conservation Easement is intended to advance continue to be carried out.

11.1 **Executory Limitation.** If Grantee shall cease to exist or to be a qualified organization under Section 170(h) of the Code, or to be authorized to acquire and hold conservation easements under Washington Law, and a prior assignment is not made pursuant to paragraph 11, then Grantee's rights and obligations under this Conservation Easement shall become immediately vested in (designated back-up grantee). If (designated backup grantee) is no longer in existence at the time the Grantee ceases to exist or is no longer qualified, then the rights and obligations under this Conservation Easement shall vest in such organization as a court of competent jurisdiction shall direct pursuant to the applicable Washington law and with due regard to the requirements for an assignment pursuant to Paragraph 11.

12. **Notices.** Any notice, demand, request, consent approval, or communication that either party desires or is served personally or sent by first class mail, postage prepaid, addressed as follows-

To Grantor: City of Anacortes
P.O. Box 547
Anacortes, WA 98221

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

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

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

14. **General Provision.**

- a) Controlling Law. The interpretation and performance of this Conservation Easement shall be governed by the laws of the State of Washington.
- b) Severability. If any provision of the Conservation Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provision of this Conservation Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.
- c) Entire Agreement. This instrument sets for the entire agreement of the parties with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Conservation 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 Paragraph 10.2)
- d) No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.
- e) Joint Obligation. The obligations imposed by this Conservation Easement upon Grantor shall be joint and several.
- f) Successors. The covenants, terms, conditions, and restrictions of this Conservation 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 Property.
- g) Termination of Rights and Obligations. A party's rights and obligations under this Conservation Easement terminate upon transfer of the party's interest in the Conservation Easement or 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.

SCHEDULE OF EXHIBITS

- A. Legal Description of Property Subject to Easement**
- B. Site Map**
- C. Baseline Summary**

THE SKAGIT LAND TRUST does hereby accept the above Amended and Restated Grant Deed of Conservation Easement.

GRANTEE:

Skagit Land Trust,
a Washington nonprofit corporation

By: Mark Hitchcock
MARK HITCHCOCK Its President

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

On this 6 day of April, 2022 before me, the undersigned, a Notary Public in and for the state of Washington, duly commissioned and sworn, personally appeared Mark Hitchcock, to me known to be the President of Skagit Land Trust, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument,

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



Jennifer G. Tottenham
Notary Public in and for the state of
Washington, residing at Amesley, WA
My commission expires: 9/28/24
Printed Name: Jennifer G. Tottenham

EXHIBIT "A"

Legal Description of Property Subject to Easement

PTN P18998:

Government Lots 3 and 4, Section 1, Township 34 North, Range 1 East, W.M., EXCEPT those portions thereof lying within the road rights-of-way commonly known as Heart Lake Road and the Mt. Erie Road, also known as the Ray Auld Drive.

TOGETHER WITH:

The Southeast Quarter of the Northwest Quarter, the North Half of the Southwest Quarter of the Northwest Quarter, and the East Half of the Southeast Quarter of the Southwest Quarter of the Northwest Quarter, Section 1, Township 34 North, Range 1 East, W.M., EXCEPT that portion thereof lying within the road right-of-way commonly known as Heart Lake Road and ALSO EXCEPT that portion thereof, if any, lying within the road right-of-way commonly known as the Mt. Erie Road, also known as the Ray Auld Drive.

PTN P19001:

The West Half of the Southwest Quarter of the Southwest Quarter, Section 1, Township 34 North, Range 1 East, W.M.; EXCEPT the Northwest Quarter of the Northwest Quarter of the Southwest Quarter; EXCEPT that portion lying within Heart Lake Road, and EXCEPT the South 187 feet of that portion lying Westerly of the Westerly line of said Heart Lake Road.

P19044:

That portion of Government Lot 9 of Section 2, Township 34 North, Range 1 East, W.M., described as follows:

Begin at the Northeast corner of said Government Lot 9; thence West along the North line of said subdivision 660 feet; thence South parallel with the East line of said subdivision 660 feet to the True point of Beginning; thence continue South along said parallel line to the North line of those premises conveyed by Konrad Kurp by deed recorded July 1, 1981 as Auditor's File No. 81071000023; thence Southwesterly along the North line of said Kurp property to the Northeasterly shoreline of Lake Erie; thence Northwesterly along said Northeasterly shoreline to the West line of said Government Lot 9; thence North along said West line to a point that lies 660 feet South of the North line of said subdivision; thence Easterly to the True Point of Beginning.

PTN P19002:

The Northeast Quarter of the Southwest Quarter in Section 1, Township 34 North, Range 1 East, W.M., EXCEPT that portion thereof lying within Erie Mountain Drive.

P19004:

The Northwest Quarter of the Southeast Quarter and the East Half of the Southeast Quarter, Section 1, Township 34 North, Range 1 East, W.M.

PTN P19005:

The South 187 feet of the Southwest Quarter of the Southwest Quarter of Section 1, Township 34 North, Range 1 East, W.M., lying East of the County Road known as the Heart Lake Road (also shown of record as C.R. Donnell Road No. 2).

P19298:

The East Half of the Southwest Quarter of the Northeast Quarter, Section 12, Township 34 North, Range 1 East, W.M.

P60663:

Lots 1 through 14, inclusive, Block 1, "BEALE'S FIRST ADDITION TO THE CITY OF ANACORTES, WASH.", as per plat recorded in Volume 2 of Plats, page 8, records of Skagit County, Washington.

P60664:

Lots 1 through 14, inclusive, Block 2, "BEALE'S FIRST ADDITION TO THE CITY OF ANACORTES, WASH.", as per plat recorded in Volume 2 of Plats, page 8, records of Skagit County, Washington.

P60666:

Lots 3 and 4, Block 3, "BEALE'S FIRST ADDITION TO THE CITY OF ANACORTES, WASH.", as per plat recorded in Volume 2 of Plats, page 8, records of Skagit County, Washington.

P60667:

Lots 5 and 6, Block 3, "BEALE'S FIRST ADDITION TO THE CITY OF ANACORTES, WASH.", as per plat recorded in Volume 2 of Plats, page 8, records of Skagit County, Washington.

P60669:

All Lots in Blocks 4, 5, 6, 7 and 8, "BEALE'S FIRST ADDITION TO THE CITY OF ANACORTES, WASH.", as per plat recorded in Volume 2 of Plats, page 8, records of Skagit County, Washington.

P18996:

Government Lot 1, Section 1, Township 34 North, Range 1 East, W.M.

EXCEPT all that portion thereof lying within Beale's First Addition to The City of Anacortes according to the plat thereof recorded in Volume 2 of Plats, page 8, records of Skagit County, Washington.

P18997:

Government Lot 2, Section 1, Township 34 North, Range 1 East, W.M.

P18999:

The Southwest Quarter of the Northeast Quarter, Section 1, Township 34 North, Range 1 East, W.M.

P19000:

The Southeast Quarter of the Northeast Quarter, Section 1, Township 34 North, Range 1 East, W.M.

P19297:

East One Half of the Northeast Quarter, Section 12, Township 34 North, Range 1 East, W.M.

P20036:

Government Lots 1 and 2 and the West 330 feet of the Southeast Quarter of the Northwest Quarter, Section 7, Township 34 North, Range 2 East, W.M.

P60751:

Lots 1 through 24 inclusive, Block 8; and Lots 1 through 24 inclusive, Block 9, LAKE CAMPBELL ADDITION TO ANACORTES, according to the plat thereof, recorded in Volume 2 of Plats, page 88, records of Skagit County, Washington.

P60752:

Lake Campbell to Ana Block 13 All Blocks 10, 11, 12 and 13, Section 7, Township 34 North, Range 2 East, W.M.

P60763:

Lake Campbell to Ana Blocks 32, 33, 34 and 35, Section 7, Township 34 North, Range 2 East, W.M.

P60777:

Lake Campbell to Ana All Blocks 54 and 55, Section 7, Township 34 North, Range 2 East, W.M.

P19056:

The Southeast Quarter of the Northeast Quarter, Section 2, Township 34, Range 1 East W.M., EXCEPT road).

P33390:

Government Lot 4 and the Southeast Quarter of the Northeast Quarter of the Southwest Quarter and the Southeast Quarter of the Southwest Quarter, Section 31, Township 35 North, Range 2 East, W.M., EXCEPT that portion thereof, if any, lying within the Whistle Lake Road.

P20027:

All of Section 6, Township 34 North, Range 2 East, W.M., EXCEPT the Southeast Quarter of the Northeast Quarter and the East Half of the South East Quarter.

PTN P32340:

The Southwest Quarter; and
The North Half of the Southeast Quarter EXCEPT that portion thereof, if any, lying within the existing "A" Avenue right-of-way; and
The Southwest Quarter of the Southeast Quarter; and
The South Half of the Northwest Quarter; and
The North Half of the Southeast Quarter of the Northeast Quarter; and
The Southeast Quarter of the Southeast Quarter of the Northeast Quarter; and
The Southwest Quarter of the Southwest Quarter of the Northeast Quarter; and
The West Half of the Southeast Quarter of the Southwest Quarter of the Northeast Quarter; and
The Northwest Quarter of the Northeast Quarter less road; and
The Northeast Quarter of the Northeast Quarter less road;

All in Section 26, Township 35 North, Range 1 East, W.M., EXCEPT RT# 1-001-01.

P120554:

That portion of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 26, Township 35 North, Range 1 East, W.M., lying within the following described Tract "X", said property also being a portion of Lot 4 of Anacortes Short Plat No. ANA-93-003 recorded as Auditor's File No. 9309150050:

Tract "X":

That portion of the West Half of the Southeast Quarter of the Southeast Quarter of Section 26, Township 35 North, Range 1, East of the Willamette Meridian, lying Westerly of the following described line:

Beginning at a point on the South line of said Section 26, which lies South $89^{\circ} 16' 57''$ East 139.92 feet from the Southwest corner of the Southwest Quarter of the Southeast Quarter of the Southeast Quarter of said Section 26;

Thence North $29^{\circ} 52' 48''$ East 393.01 feet;

Thence North $72^{\circ} 05' 59''$ East 55.60 feet;

Thence North $26^{\circ} 20' 17''$ East 104.99 feet;

Thence North $31^{\circ} 37' 33''$ East 191.31 feet;

Thence North 16° 48' 59" East 51.10 feet;
Thence North 1° 30' 58" East 59.91 feet;
Thence North 42° 12' 59" East 114.18 feet;
Thence North 13° 22' 20" East 196.19 feet;
Thence North 1° 29' 46" East 335.268 to it's terminus, the Northeast corner of the Northwest Quarter of the Southwest Quarter of the Southeast Quarter of said Section 26.

P57070:

That portion of the Southwest ¼ of the Southeast ¼ of Section 26, Township 35 North, Range 1 East, W.M. lying within the following described Tract "X"; said property also being a portion of the Plat of Colvers Addition to Anacortes, as per plat recorded in Volume 1 o Plats, page 26:

Tract "X":

Beginning at a point on the South line of said Section 26, which lies South 89° 16' 57" East 139.92 feet from the Southwest corner of the Southwest Quarter of the Southeast Quarter of the Southeast Quarter of said Section 26;

Thence North 29° 52' 48" East 393.01 feet;

Thence North 72° 05' 59" East 55.60 feet;

Thence North 26° 20' 17" East 104.99 feet;

Thence North 31° 37' 33" East 191.31 feet;

Thence North 16° 48' 59" East 51.10 feet;

Thence North 1° 30' 58" East 59.91 feet;

Thence North 4° 12' 59" East 114.18 feet;

Thence North 13° 22' 20" East 196.19 feet;

Thence North 1° 29' 46" East 335.268 to it's terminus, the Northeast corner of the Northwest Quarter of the Southwest Quarter of the Southeast Quarter of said Section 26.

P32676:

Government Lot 1 and the Northeast Quarter of the Northwest Quarter, Section 36, Township 35 North, Range 1 East, W.M., EXCEPT that portion thereof, if any, lying within the existing Heart Lake Road right-of-way, and EXCEPT the East 10 feet of the South 990 feet.

EXHIBIT "B"

Site Map of Property Subject to Easement

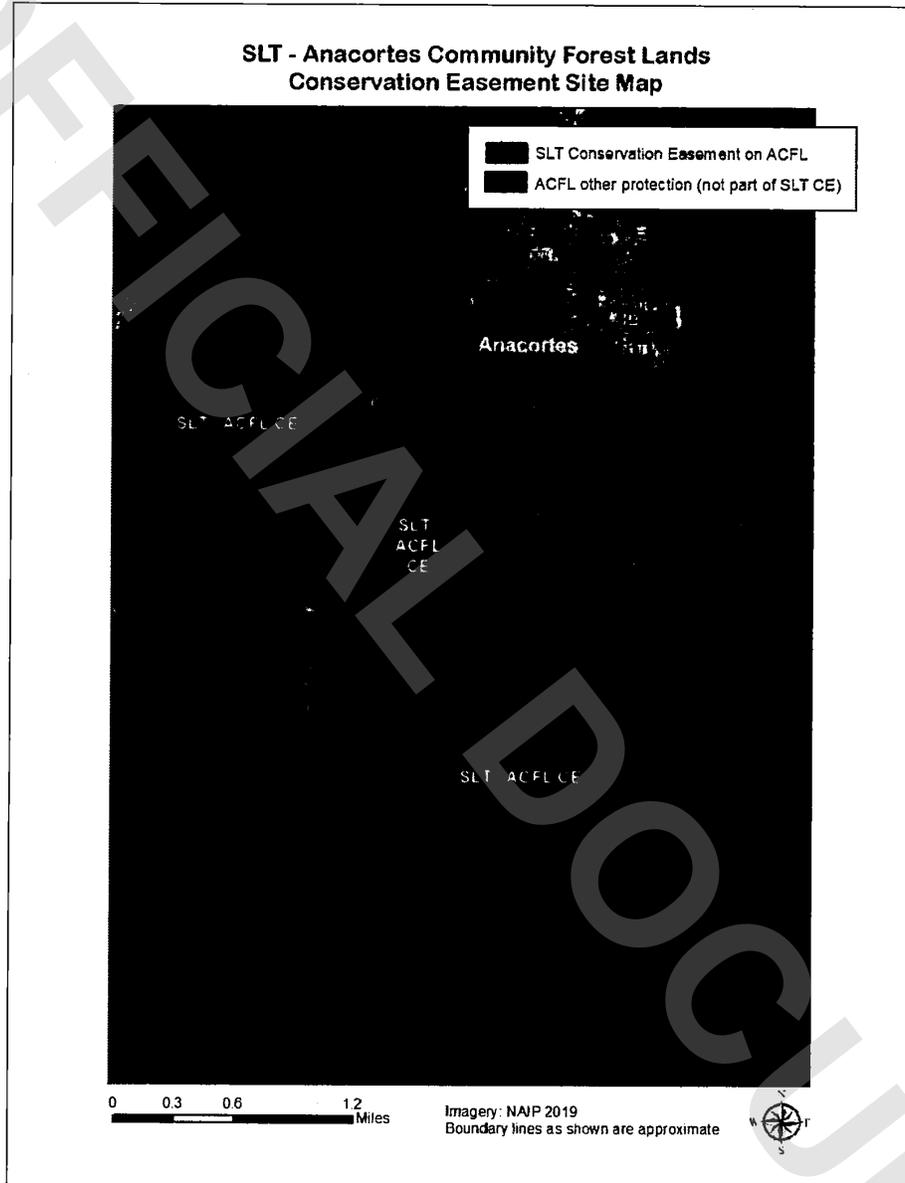


EXHIBIT "C"

Baseline Documentation of Property Subject to Easement

BASELINE REPORT

ANACORTES COMMUNITY FOREST LANDS (ACFL) CONSERVATION EASEMENT



January 7th, 2022
Regina Wandler, MEH
Stewardship Director, Skagit Land Trust

ACFL Conservation Easement – Skagit Land Trust

Grantor Information: City of Anacortes

Location: Fidalgo Island
Anacortes, Skagit County, Washington
PTN S 1, 2, 6 & 12, T34N, R1E, PTN S 26 & 36, T35N, R1E,
PTN S 1, 6 & 7, T34N, R2E; PTN S 31, T35N, R2E

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

Assessor's Tax Parcel #'s: PTN P18998, PTN P19001, P19004, P19044, P19297,
P20036, P32676, P33390, P60751, P60752, P60763,
P60777, P19056, P19298, P60663, P60664, P60666,
P60667, P60669, P18996, P18997, P18999, P19000,
PTN P19005, PTN P19002, PTN P32340, P20027,
P19297, P20027, P57070, P120554

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

Property Information

Acres: 1933 acres (approximate)

Number of Homes: 0

Elevation: 120-1273 ft.

County Zoning: Rural Reserve Residential

Survey: No complete survey was completed at the time the conservation easement was placed on the property, though various points around the perimeter of the protected area have been surveyed by neighbors over the years.

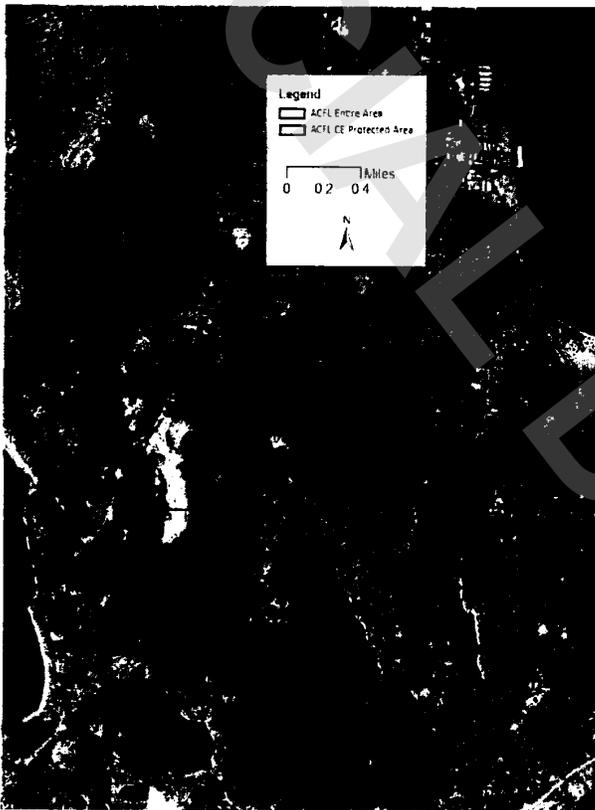
Driving Directions: From Mount Vernon, drive west on Hwy 536, then turn left to continue west on Hwy 20 towards Anacortes. Parking is available at several public trailheads across Fidalgo Island.

Boundaries: The property boundaries have not been fully surveyed.

Site Overview

The Protected Property is a majority portion of the Anacortes Community Forest Lands (ACFL). The ACFL is entirely located on Fidalgo Island, and generally to the south and west of the downtown portion of the city of Anacortes. As of the time this baseline has been signed, the ACFL consists of 2,915 acres within the City of Anacortes, approximately 1,933 acres of which is protected by a Skagit Land Trust held conservation easement. The ACFL encompasses a mosaic of forest, wetlands, lakes and meadows. The Conservation Easement Program (CEP) protected lands are explicitly protected and managed for the benefit of the public into perpetuity by preserving Conservation Values which are present on those lands. The protected area fully or partially contains several special conservation features, including a 20-acre area of old growth Douglas-fir and Western hemlock, which is part of a designated Natural Heritage Area with the Washington Department of Natural Resources.

The ACFL, including the Protected Property, is open to the public for recreation and educational purposes and contains a public trail system with over 50 miles of multiple use trails, public recreational areas, and associated infrastructure. The ACFL is managed in accordance with an Anacortes city council approved management plan, which was first developed in 1991 and was most recently updated in 2009. The most recently updated version of this plan is titled Anacortes Community Forest Lands Comprehensive Plan 2009.

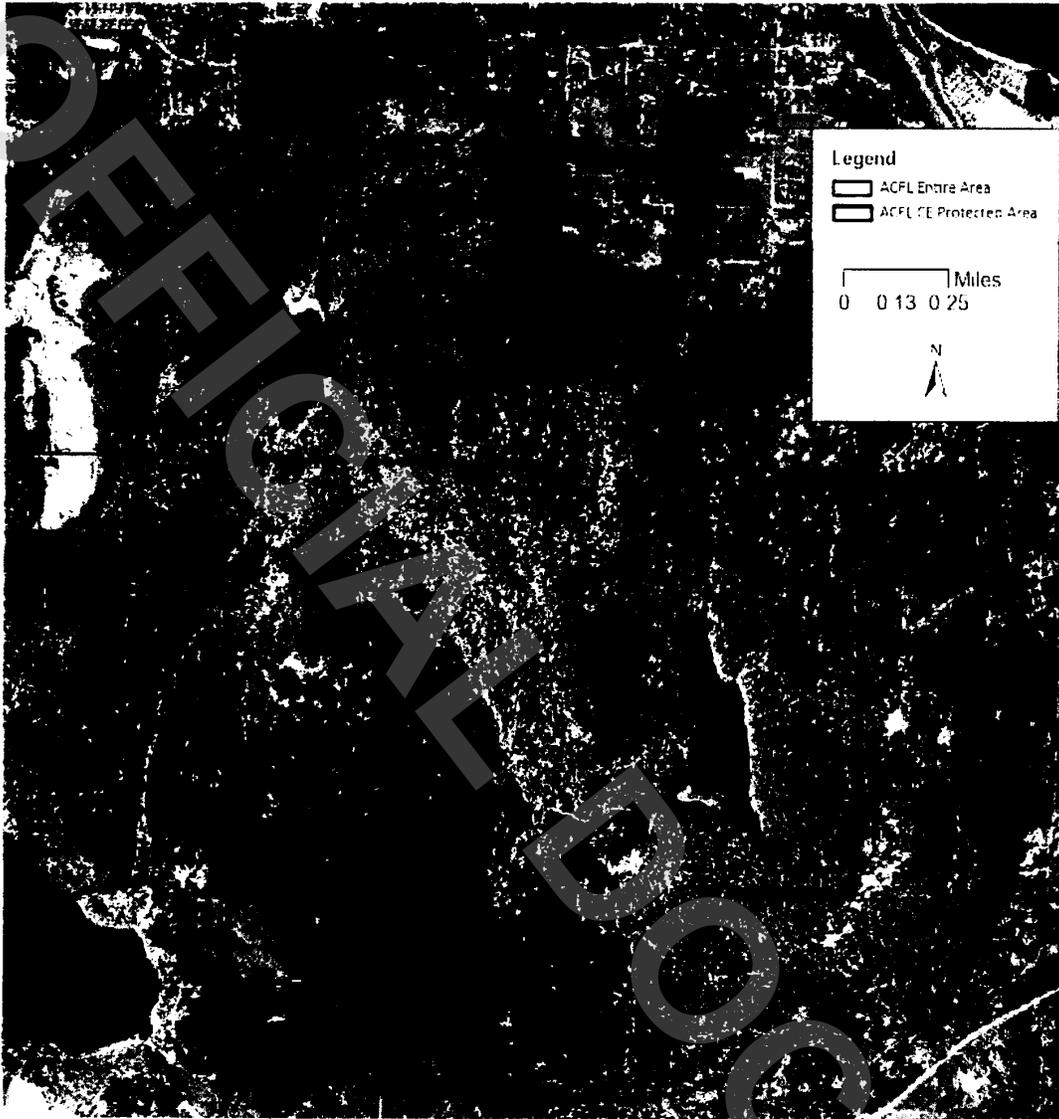


Map above: 2021 aerial imagery of entire protected area.

There are two disconnected blocks of land that make up the ACFL – the Cranberry Lake area and the Mt Erie / Whistle Lake / Heart Lake area. The Cranberry Lake area is northwest of the Mt Erie / Whistle Lake / Heart Lake area.



Map above: 2021 aerial imagery of Cranberry Lake Area.



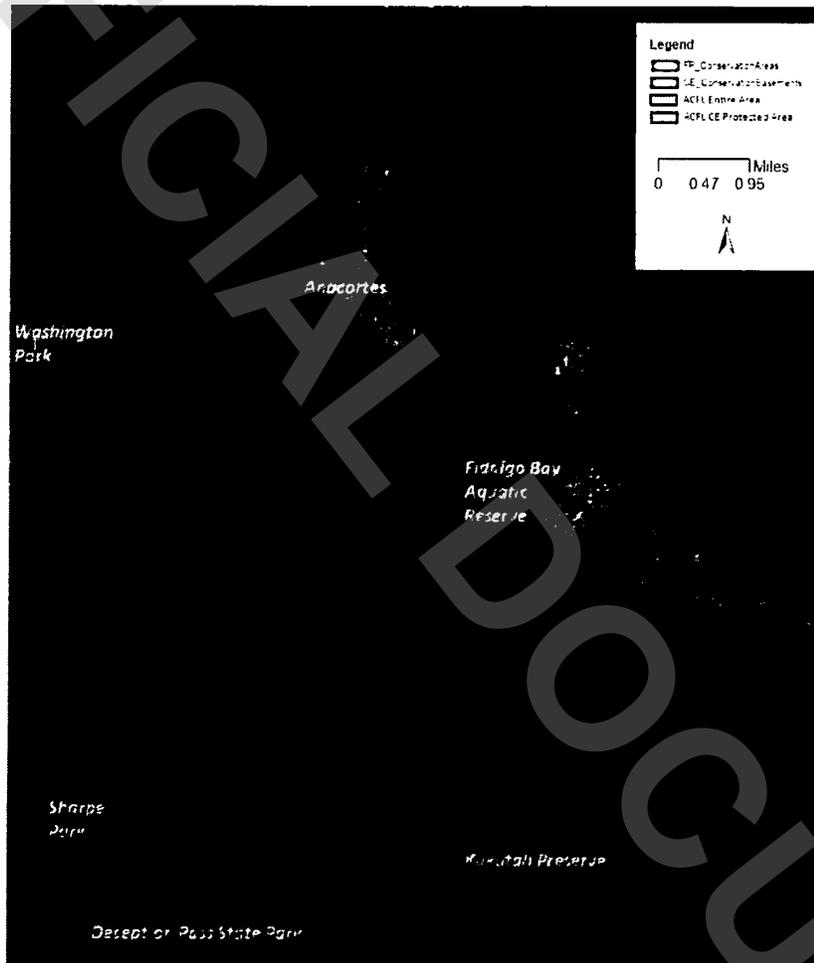
Map above: 2021 aerial imagery of Mt Erie / Whistle Lake / Heart Lake area.

Geographic Context

The Protected Property is located on Fidalgo Island, near Anacortes, Skagit County, Washington.

SLT owns property .25 miles to the northeast (along Fidalgo Bay) and holds several conservation easements in the surrounding area on Fidalgo Island. Washington Park (another City of Anacortes property) is located less than 1.5 miles to the northwest. Sharpe Park Montgomery – Duban Headlands (Skagit County) and Deception Pass Park (WA State Parks) lie approximately 2 miles to the southwest. Other nearby land ownership is primarily private residential.

The protected area is less than 1 mile from salt water (Fidalgo, Similk, and Burrows Bays, and Guemes Channel), just over 2 miles from Rosario Strait, and less than 0.5 miles from Campbell Lake.



Map above: Geographic Context map, with 2019 aerial imagery.

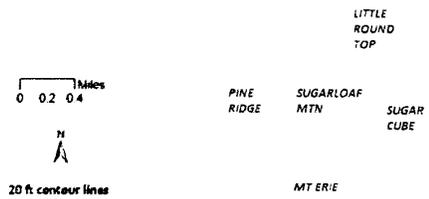
Geology

Landforms and Geologic History

The ACFL is located on Fidalgo Island. The rocks of Fidalgo Island are fairly unique in that they were formed in the ocean and later faulted against the continent. The geologic term for this package of rocks is *ophiolite*. That land was then scoured by glaciers that covered almost everything with 4,000 to 5,000 feet of slowly moving ice. Everything has been shaped by wind and moving water.

The protected area spans several of the highest points on Fidalgo Island - Mt Erie is the tallest landform, rising to an elevation of 1,273 ft. The elevation of the protected property ranges from 160-1,273 ft.

Map (right): Topo map showing location of the landforms above.



Soils

- USGS Soil Type: 156 – Whistle-Fidalgo-Rock outcrop complex, 30-65% slopes; 65% of area
- USGS Soil Type: 140 – Swinomish-Fidalgo-Rock outcrop complex, 3-30% slopes; 11% of area
- USGS Soil Type: 90 – Lithic Haploxerolls-Rock outcrop complex, 70-90% slopes; 9% of area
- *The remainder of the soil types present are a small (<2%) area of Fidalgo-Lithic Xerochrepts-Rock outcrop complex, <5% of various loamy soils (USGS Soil Types 11, 18, 19, 29, 30, 55, 86, 137, and 138), some open water, and a very small (.5 acres) area of Xerorthents (USGS Soil Type 165).*

Approximately 87% of the property is composed of rock outcrop complexes (Whistle-Fidalgo, Swinomish-Fidalgo, and Lithic Haploxerolls, and Fidalgo-Lithic Xerochrepts). The remainder is primarily gravelly loam, with a small amount of Bellingham mucky silt loam in portions of the wetlands in the Cranberry Lake area.

Xerorthent soils, which are very disturbed soils where the native vegetation has been removed, are found in small areas immediately surrounding the old city dump, which is not included in the conservation easement protected area.



Map above: Soil map showing location of the soils noted above.

Hydrology

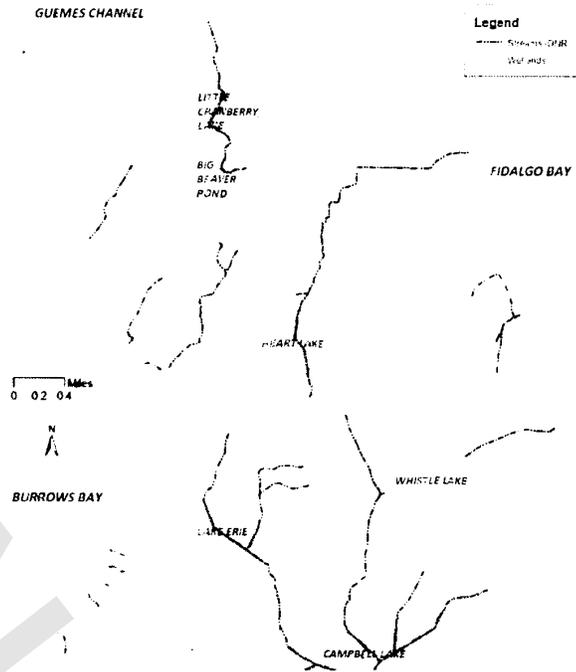
Streams

The protected property contains several fish and non-fish bearing perennial streams that flow from the property, through adjacent lands and water bodies, and eventually reach the Salish Sea.

Wetlands

The property contains or adjoins several freshwater wetlands, including several lakes. Many of the wetlands have not been delineated, and so exact boundaries have not been mapped or marked.

Map to right: Hydrology map showing location of the streams and nearby wetlands.



Critical Areas

Whistle Lake, Heart Lake, and Little Cranberry Lake are backup supplies of water for the City of Anacortes in case of an emergency.

Lake Erie is a Closed Stream, also called Surface Water Source Limited streams, which is a flow sensitive streams in Skagit County designated by the Washington State Department of Ecology as requiring minimum water flows for the purposes of protecting fish, game, birds or other wildlife resources or recreational or aesthetic values of said public waters pursuant to RCW 90.22. Other wetlands on the protected property may also be closed streams, but Skagit County did not map such features within Anacortes city limits.

Priority Habitats and Species

State Priority Habitats and Species: Bald eagle; Osprey; Waterfowl Concentrations (Heart Lake, Lake Erie); Cavity nesting birds: Pileated Woodpecker, Wood Duck, Barrow's Goldeneye, Common Goldeneye, Bufflehead, and Hooded Merganser; Fresh Deepwater; Freshwater Wetland; Riparian; Snags and Logs; Urban Natural Open Space; Peregrine falcon and nesting habitat (nearby on Mt. Erie); Marbled Murrelet; Bald eagle; and Osprey (Heart Lake, Lake Erie). WA DNR's Natural Heritage Program have records of multiple state designated sensitive species in the forestlands, though details are hidden.

Forest: There is a 20-acre area of old growth Douglas-fir and western hemlock section of old-growth forest located immediately south of Heart Lake. This stand is part of a designated Natural Heritage Area with the Washington Department of Natural Resources. Low-elevation, old-growth forests, such as this are rare in western Washington.

Freshwater wetlands: Freshwater wetlands are highly productive and can support a high diversity of species. They can also store and filter water moving across the landscape. Beavers are active throughout the protected area, and expand and improve the quality of many of the wetlands, increasing conservation values on the property.

Vegetation

The forest is a patchwork of vegetation communities but may generally be categorized as a North Pacific Maritime Mesic-Dry Douglas-Fir Western Hemlock Forest (DNR 2015), with many forested wetlands. The canopy is primarily composed of conifers (particularly *Pseudotsuga menziesii*, *Tsuga heterophylla*, *Thuja plicata*, *Abies grandis*, and *Picea sitchensis*), with some hardwood co-dominants (*Acer macrophyllum* and *Alnus rubra*) and a diverse understory. A majority of the forest was most likely harvested in the 19th or early 20th century, resulting in the current high quality maturing second growth forest. There are a few very large downed Douglas-fir that are serving as nurse logs and creating moist microhabitats. The forest canopy is sufficient in some places that Pacific yew trees are thriving and reproducing. There are also many prominent snags that may serve as roosting trees for birds of prey and nesting trees for cavity-nesting songbirds. Understory plant species include salal, oceanspray, Indian plum, wild rose, Oregon grape, red huckleberry, salmonberry, sword, licorice, oak and bracken ferns.

On the east side of Heart Lake Road the land rises steeply up the slopes of Sugarloaf Mountain. The lower slopes are heavily forested with conifers. On the higher slopes the forest becomes thin and patchy, interspersed with rocky balds. These open areas host camas, fawn lilies, Idaho fescue, and other plants characteristic of the San Juan Islands. There are some similarly open areas on parts of Mt Erie.

The wetlands are generally vegetated by emergent cattails, rushes and sedges, providing abundant cover for amphibians and nesting ducks. Several ponds are very shallow and seasonally covered in pond lilies. There are numerous coniferous snags in the ponds and swamp, indicating lower water levels in the past. It is likely that the water levels in all the ponds and the swamp are altered by beaver behavior.

The Friends of the Forest (a nonprofit citizens organization dedicated to the preservation of the ACFL through education, outreach, and stewardship) has compiled very thorough plant species lists for different portions of the property. Those plant lists were published in 2001, and are stored in Trust files to complement this baseline.

Wildlife and Habitat

The diverse ecological communities in the protected area create a patchwork of various types of habitat providing shelter and food year-round for a wide range of wildlife species. There is cover for resting, nesting, and hiding from predators or the elements. Understory shrub species, and other vegetation and insects throughout the forest, provide food. There are trees in a wide range of decay, including snags appropriate for nesting and cavity dwelling animals. The old growth forest just south of Heart Lake State Park may provide nesting habitat for marbled murrelets.

The marshes and bogs provide a very different type of habitat, including cover for songbirds and mammals. Beavers are active in the wetlands. There are some perches for raptors to rest on and hunt from. The wetlands and seasonal stream provide cool, wet soils and sometimes drinking water.

More open areas, such as the rocky balds on Sugarloaf Mountain, provide yet another setting. The cliffs above Campbell Lake are sparsely forested with madrone and Douglas-fir and provide secluded nesting habitat for raptors such as peregrine falcons. Some of the fir trees are quite large and snag-topped, providing excellent habitat for swallows, bats and owls.

The protected area is adjoined to portions of the ACFL that are not protected by this conservation easement, and is located near other significant blocks of public land, including Deception Pass State Park, Washington Park, and the Sharpe Park Montgomery Duban Headlands, providing connectivity within a much larger protected landscape and benefiting species that need space to roam. Development is a threat in immediately surrounding areas, making this wildlife corridor even more valuable in the future.

Human Environment and History

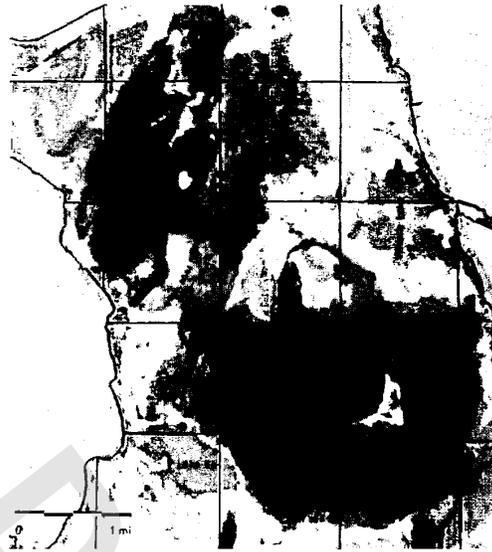
Current Use: The Anacortes Community Forest Lands are open to the public for recreation and educational purposes. The ACFL contains a public trail system with over 50 miles of multiple use trails. All trails allow hikers, and other users (non-motorized bikers, horses, and motorized bikes) are all allowed on portions of the trail system. Mt Erie is a popular recreational climbing destination. Whistle Lake and Heart Lake serve as public water reservoirs, and are popular swimming recreation destinations. There is a vehicle accessible boat launch at Heart Lake, and motorized boats are allowed on Heart Lake (with restrictions).

Structures & Built Environment: There are many trailheads providing public access to the trail system, with associated structures such as parking, bathrooms, benches, signage kiosks and trash cans. Several public roads, City managed access roads, and service roads provide public and city staff access through and into the forestlands. There are benches in several locations throughout the forestlands.

Land Use History: Pages 23-26 of the ACFL Comprehensive Plan 2009 contains a thorough history of the lands that make up the ACFL (Appendix 1).

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

Map to right: Cultural resource predictive model map – dark browns are lower risk.



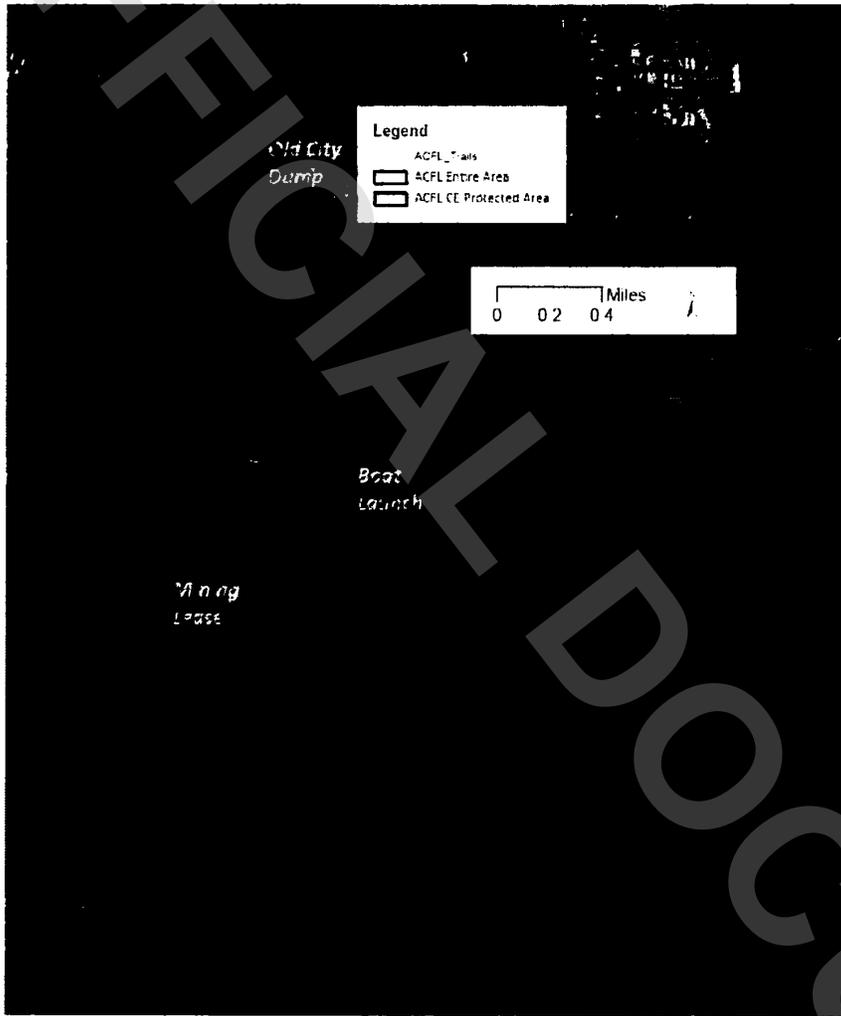
Condition of Property: Overall, the protected property is in good condition. In some areas, the access roads are still evident, but are no longer maintained. There is at least one location on the north shore of Whistle Lake, where heavy use has trampled all the understory vegetation, resulting in an area of bare ground between trees. Otherwise, the lakeshore and trails are in good condition.

Much of the property has been logged as recently as the 1970s. Consequently, the trees in the subarea are between 50 to 100 years old, with a few older trees scattered throughout, the exceptions being the old growth stand just south of Heart Lake and old growth trees on the upper slopes of Sugarloaf Mountain. An area immediately east of the north end of Cranberry Lake burned in 2016 (which is within the ACFL, but just outside of the easement protected area).

There are a couple of notable areas within the larger boundaries of the ACFL, that are not included in the conservation easement protected area. A portion of an excluded 40 acre area on the west side of Heart Lake is leased for mining. A portion of an excluded 10 acre area on the east side of the Cranberry Lake block includes the retired city dump. The site is no longer used as a dump and the surface has been capped with soil. Debris spilled over from the old city dump into the easement protected area immediately north of the dump, including large pieces of metal (perhaps a boiler), tires, and broken-up concrete. Along the edge of a wetland north of the dump there is a can and bottle dump, as well as large pieces, such as a hot water heater and more tires. The history of

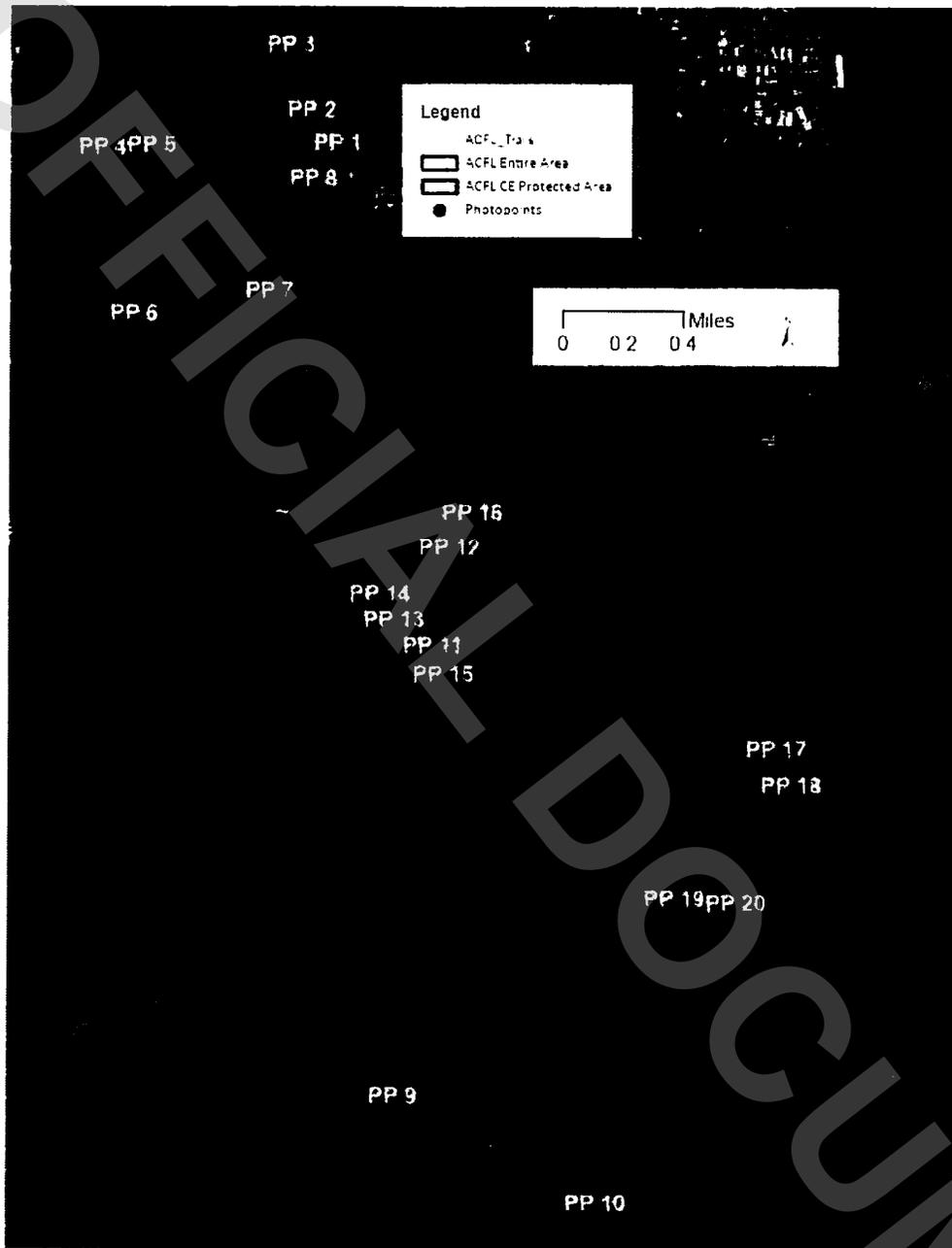
site disturbance has allowed several noxious weeds to establish (including scotch broom, knotweed, yellow flag iris, English holly, and herb-robert). There are former associated settling ponds located east of the old dump site, within the easement protected area (see map below for location of the settling ponds and other old dump site points of interest). The dump site is currently in WA Department of Ecology's database of known or suspected contaminated sites that will need remedial actions to meet requirements under the Model Toxics Control Act. There are established sampling sites around the old dump.

The City of Anacortes and Skagit Land Trust are not aware of any hazardous substances or the release or disposal of such in the easement area, and no signs of such were observed.



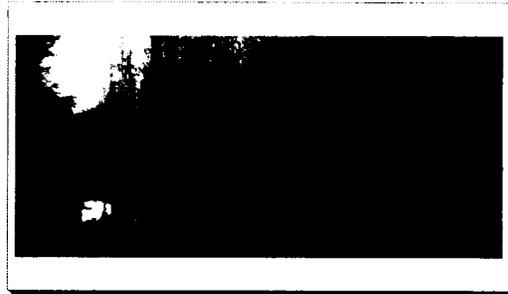
Map above: Map showing trail system and the location of several sites noted above.

Photopoints





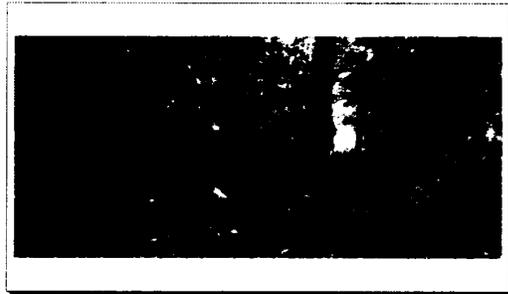
ACFL 2021.11.12 PP 1 W



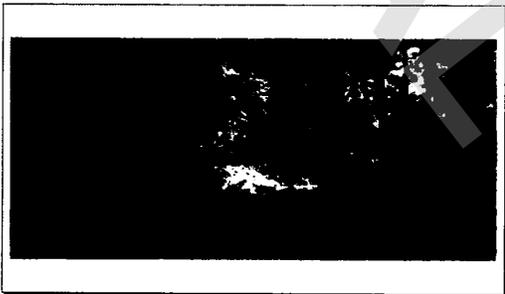
ACFL 2021.11.12 PP 2 E



ACFL 2021.11.12 PP 2 W



ACFL 2021.11.12 PP 3 NNW



ACFL 2021.11.12 PP 3 SSE



ACFL 2021.11.12 PP 4 NE



ACFL 2021.11.12 PP 5 S



ACFL 2021.11.12 PP 6 NNE



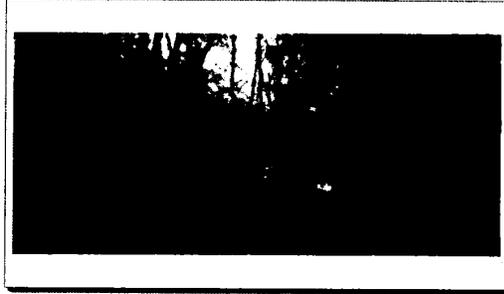
ACFL 2021.11.12 PP 6 NW



ACFL 2021.11.12 PP 6 SSE



ACFL 2021.11.12 PP 7 NW



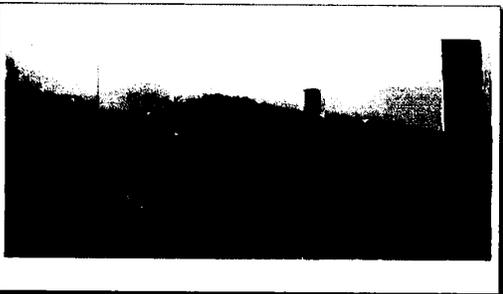
ACFL 2021.11.12 PP 8 N



ACFL 2021.11.12 PP 9 NNE



ACFL 2021.11.12 PP 10 N



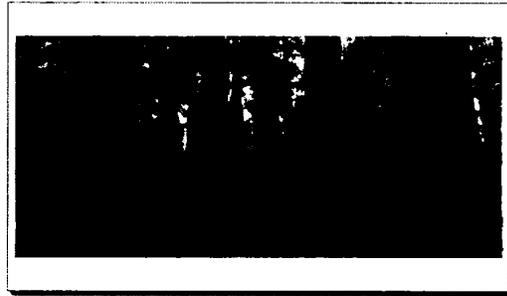
ACFL 2021.11.12 PP 10 NE



ACFL 2021.11.12 PP 11 N



ACFL 2021.11.12 PP 12 S



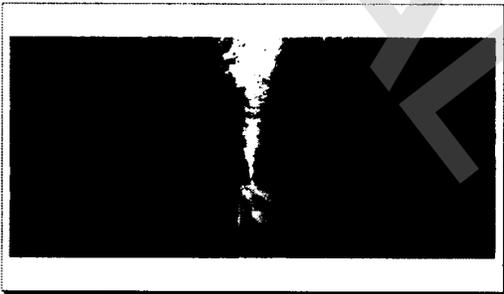
ACFL 2021.11.12 PP 13 S



ACFL 2021.11.12 PP 14 NNW



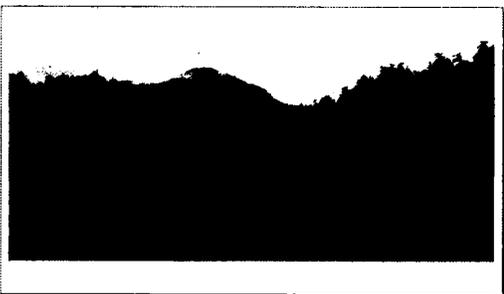
ACFL 2021.11.12 PP 15 N



ACFL 2021.11.12 PP 15 S



ACFL 2021.11.12 PP 16 NW



ACFL 2021.11.12 PP 16 S



ACFL 2021.11.12 PP 16 W



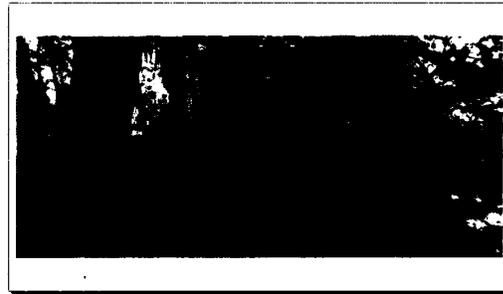
ACFL 2021.11.20 PP 17 S



ACFL 2021.11.20 PP 18 S



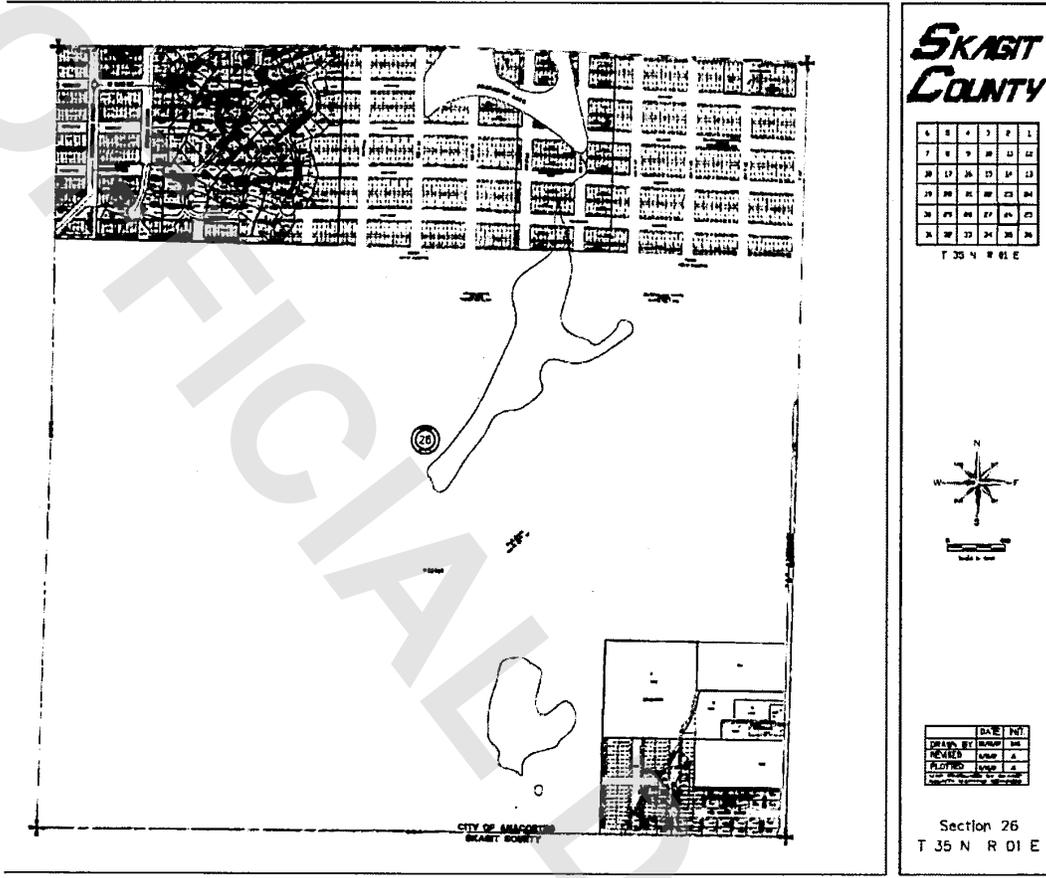
ACFL 2021.11.20 PP 19 NW

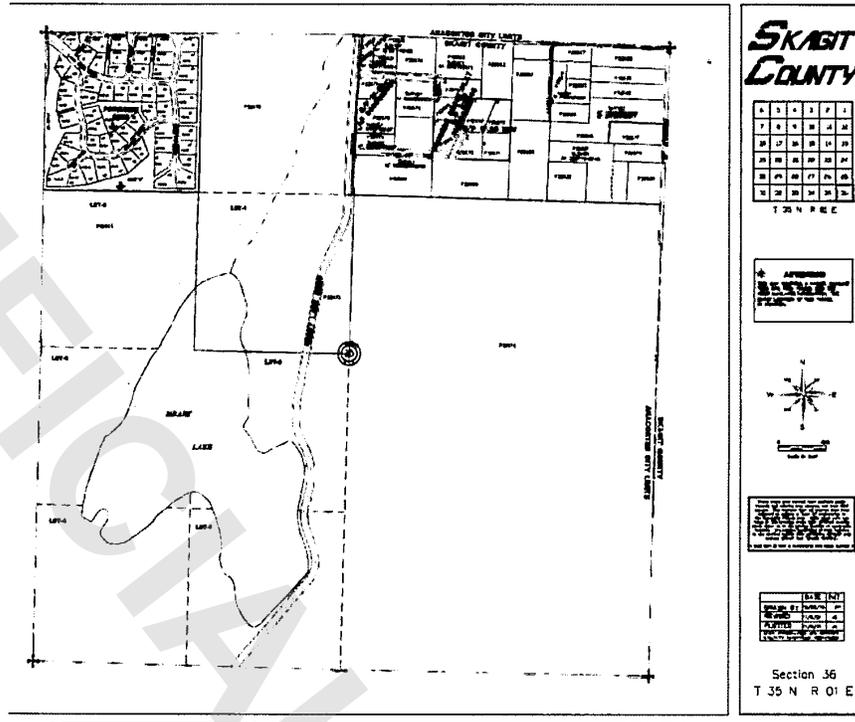


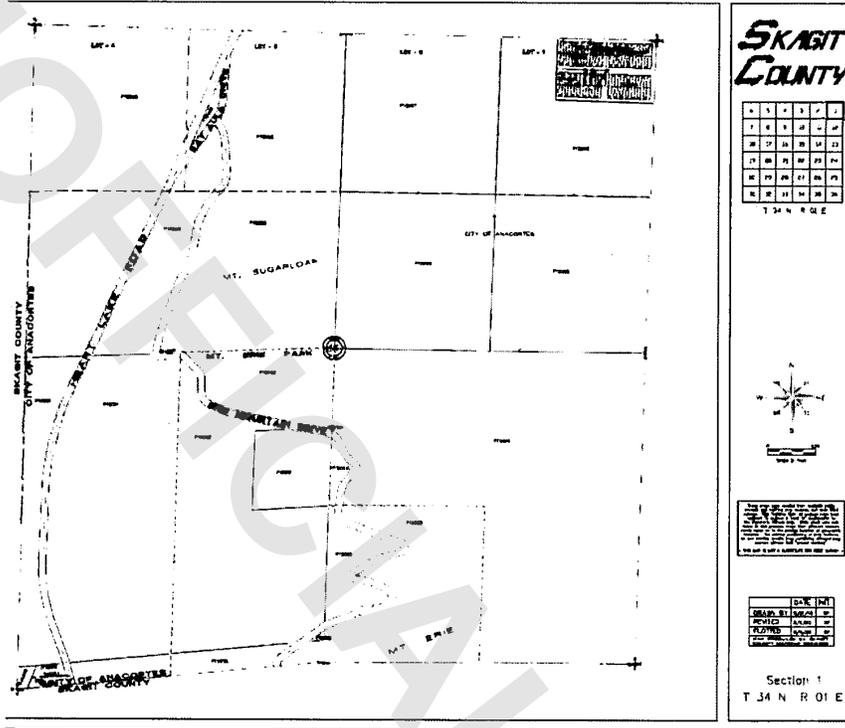
ACFL 2021.11.20 PP 20 W

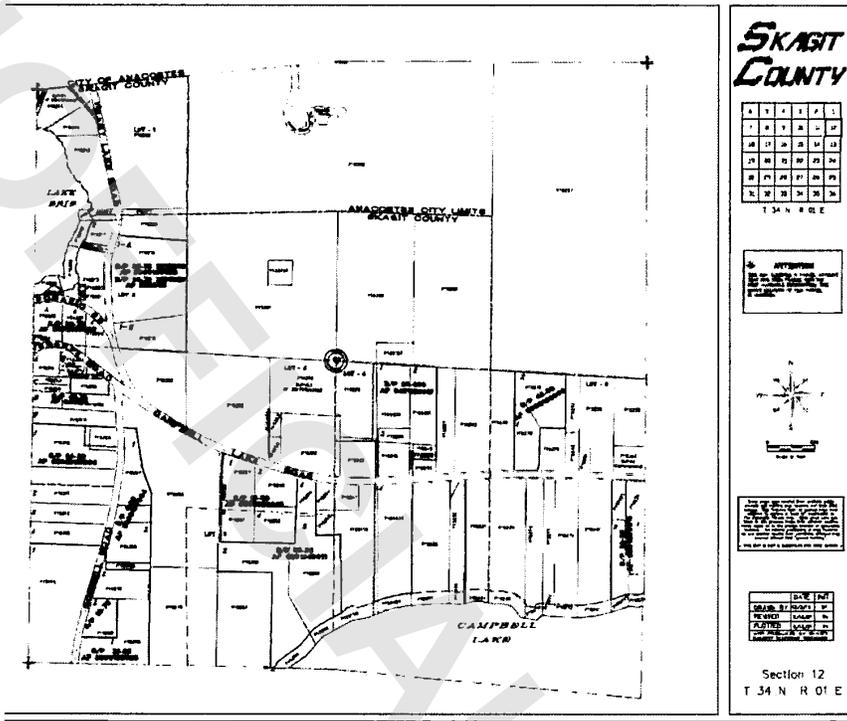
PP_Name	Direction	Lat	Long_	Date_Est	Notes
PP 1	W	48° 29' 33.37574173" N	122° 38' 18.85141498" W	2021	From trail intersection
PP 2	E, W	48° 29' 38.88974282" N	122° 38' 25.89541093" W	2021	From bridge
PP 3	NNW, SSE	48° 29' 50.03174157" N	122° 38' 31.74540947" W	2021	From bridge
PP 4	NE	48° 29' 31.86374879" N	122° 39' 06.17940939" W	2021	East of bridge
PP 5	S	48° 29' 32.28974620" N	122° 39' 07.24140666" W	2021	West of bridge
PP 6	NW, NNE, SSE	48° 29' 03.38174947" N	122° 39' 10.64341414" W	2021	From trail intersection
PP 7	NW	48° 29' 07.80374431" N	122° 38' 35.65741998" W	2021	Adjacent to edge of Mitten Pond
PP 8	N	48° 29' 27.32174359" N	122° 38' 25.04341787" W	2021	At gate and trail intersection
PP 9	NNE	48° 26' 50.68574822" N	122° 37' 57.79146351" W	2021	From east side of Donnell Rd, Tursi trail parking
PP 10	N, NE	48° 26' 33.06974247" N	122° 37' 06.10747536" W	2021	From end of public dock
PP 11	N	48° 28' 12.13574352" N	122° 37' 52.28344361" W	2021	Trail intersection, into old growth
PP 12	S	48° 28' 24.74773980" N	122° 37' 48.68943682" W	2021	From trail near point into Heart Lake
PP 13	S	48° 28' 17.13374425" N	122° 38' 02.62743806" W	2021	From trail
PP 14	NNW	48° 28' 16.36574382" N	122° 38' 06.35343557" W	2021	From trail
PP 15	N, S	48° 28' 02.97974244" N	122° 37' 49.36744465" W	2021	From road, at Heart Lake trail entrance
PP 16	S, W, NW	48° 28' 30.71774071" N	122° 37' 42.90544035" W	2021	From boat launch
PP 17	S	48° 27' 51.56773382" N	122° 36' 22.39745991" W	2021	At trail junction
PP 18	S	48° 27' 45.45373311" N	122° 36' 18.30546096" W	2021	From north side of bare spot
PP 19	NW	48° 27' 25.90573419" N	122° 36' 30.59346691" W	2021	From trail, just above 2 large Douglas fir trees
PP 20	W	48° 27' 25.07173500" N	122° 36' 31.79946745" W	2021	Towards old dam

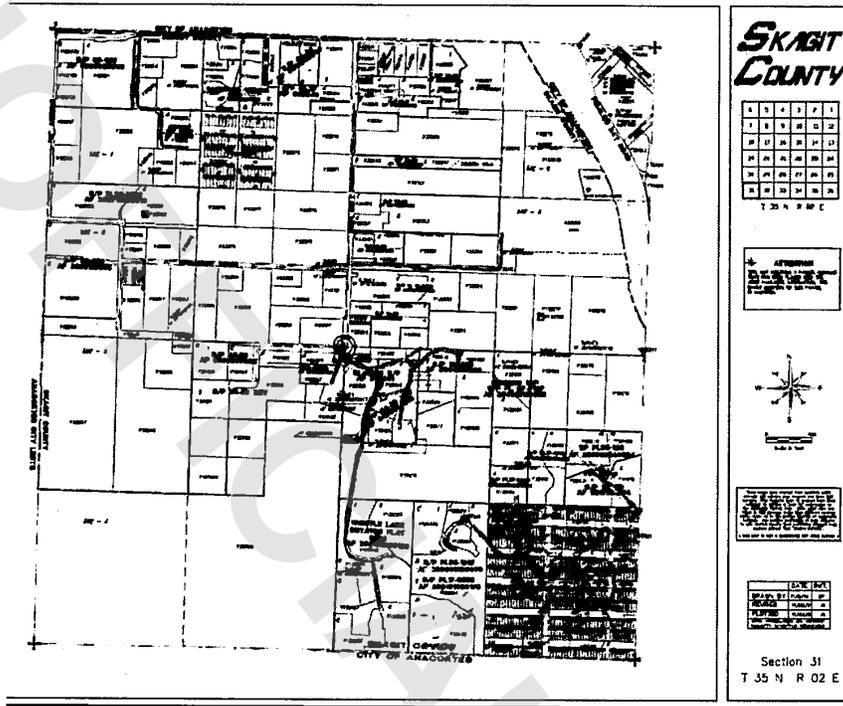
Assessors Maps

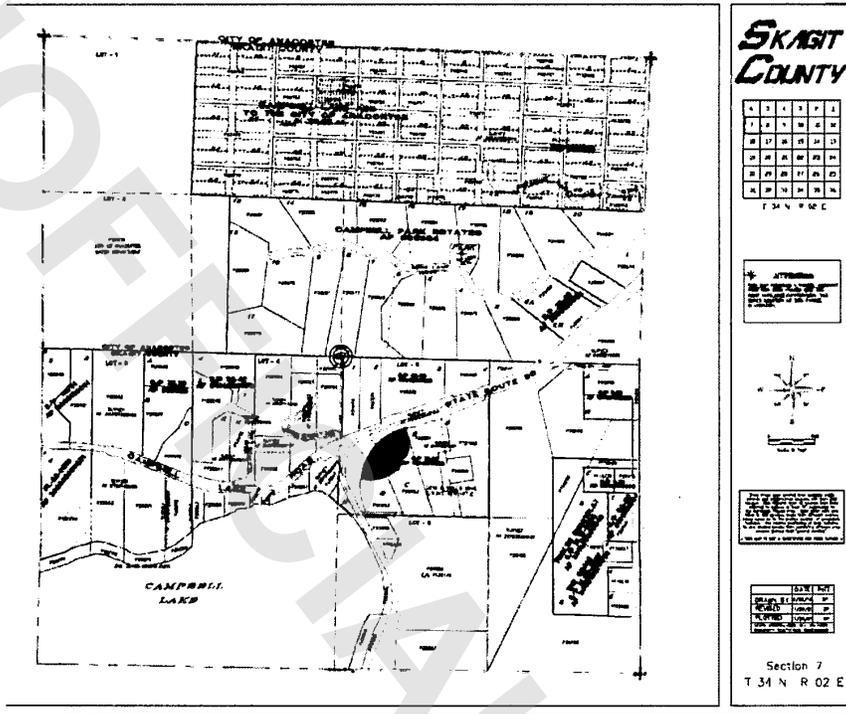












Additional documentation within the baseline file at Skagit Land Trust offices:

- Title report
- Photopoints (high resolution digital files)
- Plant species lists for different portions of the property, which were compiled by Friends of the Forest in 2001

References:

Rocchio, F., & Crawford, R. (Eds.). (2015). *Ecosystems of Washington State: A Guide to Identification* (Natural Heritage Report). WA: WA DNR.

Rocchio, J., & Crawford, R. (2019, May 01). Brief Summary of Ecological Integrity Assessments [Informational summary developed by WA DNR's staff responsible for the Washington Natural Heritage Program, a]. WA. https://www.dnr.wa.gov/publications/amp_nh_eia_summary.pdf?lyi3d4

USDA Natural Resources Conservation Service Web Soil Survey, 2021

Washington Information System for Architectural & Archeological Records Data, 2021

Washington State Department of Fish and Wildlife Priority Habitat and Species on the Web, 2021

*As well as the original ACFL baseline reports.

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



Matt Miller
Mayor
City of Anacortes, Grantor

date: 4/6/2022



Regina Wandler
Stewardship Director
Skagit Land Trust, Grantee

date: 3/22/2022