

Real Estate Excise Tax  
Exempt  
Skagit County Treasurer  
By Shannon Burrow  
Affidavit No. 20249764  
Date 03/04/2024

GNW 22-16150

When recorded return to:

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

**Document Title:** Quit Claim Deed with Life Estate

**Grantor:** Barbara J. Martin and James G. Martin

**Grantee:** Skagit Land Trust, reserving a Life Estate for Barbara J. Martin and James G. Martin

**Reference Numbers of Related Document(s):** N/A

**Abbreviated Legal Description:** Section 4, Township 33 North, Range 5 East - Gov. Lot 3 & SE NW (aka Tract 4 Survey AF# 8005010045)

**Assessor's Property Tax Parcel/Account Numbers:** P17884/330504-02-002-0500;  
P105007/330504-2-002-0105

#### **QUIT CLAIM DEED WITH LIFE ESTATE**

GRANTORS, Barbara J. Martin and James G. Martin, a married couple, as a gift and without monetary consideration, convey and quit claim to SKAGIT LAND TRUST, a Washington nonprofit corporation, the following described real estate, situated in the County of Skagit, State of Washington, together with all after acquired title of the Grantor therein:


Tract 4 of that certain Survey recorded May 1, 1980 under Auditor's File No.  
8005010045 in Volume 3 of Surveys, page 35, (being a revision of that Survey

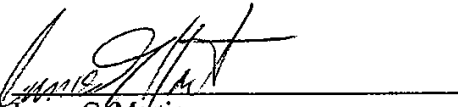
recorded August 1, 1979 under Auditor's File No. 7908010002) lying within Government Lot 3 and the Southeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 4, Township 33 North, Range 5 East, W.M.

TOGETHER WITH a non-exclusive easement for ingress, egress, and utilities over and across Tracts 2 and 3 of said Survey, as delineated on the face of said Survey.

EXCEPTING AND RESERVING unto Barbara J. Martin and James G. Martin for themselves a life estate interest in the above-described real estate on the terms described by the Life Estate Tenancy Agreement, dated January 24, 2024, attached hereto.

DATED this 22<sup>nd</sup> day of February, 2024.

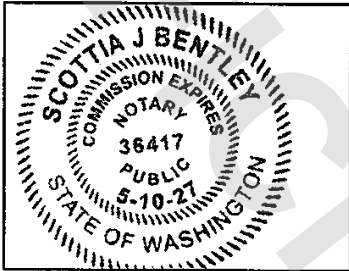
  
Barbara J. Martin

  
James G. Martin

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF Skagit )

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

DATED, this 22<sup>nd</sup> day of February 2024.



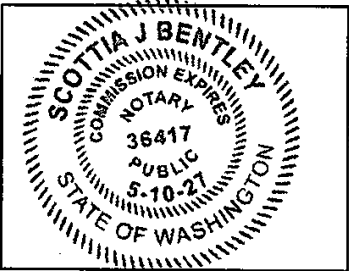
(Use this space for notarial stamp/seal)

Scottia J Bentley  
Notary Public  
Print Name Scottia J Bentley  
My commission expires 05/10/27

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF Skagit )

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

DATED, this 22<sup>nd</sup> day of February 2024.



(Use this space for notarial stamp/seal)

Scottia J Bentley  
Notary Public  
Print Name Scottia J Bentley  
My commission expires 05/10/27

## LIFE ESTATE TENANCY AGREEMENT

THIS LIFE ESTATE TENANCY AGREEMENT ("Agreement") is entered into as of January 27, 2024, between Barbara J. Martin and James G. Martin, of Mount Vernon, Washington ("Life Tenants"), and Skagit Land Trust, a Washington nonprofit corporation, of Mount Vernon, Washington, ("Future Owner)."

Recitals

- A. Contemporaneously with this Agreement, the Life Tenants have conveyed to the Future Owner a remainder interest in certain improved real property located in Skagit County, Washington and legally described in Exhibit A ("Property"). The remainder interest ("Future Estate") is comprised of the fee title interest to the Property subject to a life estate in the Property reserved to the Life Tenants ("Life Estate") and other title matters of interest, if any.
- B. The Property covers approximately 21.39 acres and, as of the date of this Agreement, includes a residential area with a single-family residence, accessory residential structures, residential landscaping, roads, driveways, and a pedestrian trail system as described and depicted in Exhibit B, *Baseline Report*.
- C. The Life Tenants and the Future Owner wish to enter into this Agreement to allocate the various burdens and benefits of Property ownership during the term of the Life Estate.

Agreement

NOW, THEREFORE, in consideration of the above recitals and the following mutual covenants, the Life Tenants and the Trust, on behalf of themselves and their respective personal representatives, heirs, successors in interest and assigns, agree as follows:

1. Use of the Property. The Life Tenants covenant that they will continue to use the Property in the same way they have previously used it, subject to the express terms and conditions of this Agreement.
2. Taxes and Assessments. The Life Tenants will pay, on or before the date due, all general real estate taxes, levies, and general or special assessments levied against the Property that are assessed during the term of the Life Estate (including any interest and penalties thereon). Such taxes for the tax year in which the Life Estate expires shall be apportioned between the Life Tenants and Future Owner, with the Life Tenants being responsible for that portion of such taxes up until the date of expiration of the Life Estate and the Future Owner being responsible for that portion of such taxes after the date of expiration of the Life Estate. The Life Tenants will provide the Future Owner with evidence of payment of taxes upon request.
3. Insurance. The Life Tenants, at their cost, will keep in full force homeowner's coverage including fire and casualty insurance for all improvements on the Property in an amount not less than full replacement value and liability insurance in an amount not less than \$500,000 per occurrence. The fire and casualty insurance coverage will show the Future Owner as an interested

party and the liability coverage will name the Future Owner as an additional insured. Upon the death of the Life Tenants or notice to the Future Owner that the Life Tenants are no longer living on the property and has permanently moved out, the Life Tenants and their personal representative and/or trustee shall be responsible for the payment of all insurance premiums for a period of ninety (90) days or until they notify the Future Owner that all desired personal property has been removed, at which time the Future Owner will assume responsibility for payment of insurance premiums. In any case, the Future Owner shall assume these responsibilities no later than ninety (90) days after the death or permanent move out of the Life Tenants. The Life Tenants will provide the Future Owner with copies of the policies and evidence of payment of the premiums upon request.

All policies under this Section 3 will provide at least thirty (30) days' notice to the Future Owner of any cancellation or reduction in the coverage required hereunder and will also be endorsed by the carrier to waive all rights of subrogation against the Future Owner. The types of policies, risks insured, coverage amounts and endorsements may be adjusted from time to time as the parties mutually determine.

4. Utilities. The Life Tenants will pay, on or before the due date, all utilities during the term of the Life Estate (including any interest and penalties thereon). The term "utilities" as used in the Agreement includes but is not limited to water, sewer, electric, and garbage services. Upon the death of the Life Tenants or notice to the Future Owner that the Life Tenants are no longer living on the property and have permanently moved out, the Life Tenants and their personal representative and/or trustee shall be responsible for the payment of utilities on the Property for a period of ninety (90) days or until they notify the Future Owner that all desired personal property has been removed, at which time the Future Owner will assume responsibility for all utility charges for the Property. In any case, the Future Owner shall assume these responsibilities no later than ninety (90) days after the death or permanent move out of the Life Tenants. The Life Tenants will provide the Future Owner with evidence of payment of utilities upon request.

5. Repairs and Alterations. The Life Tenants, at their expense, will make ordinary and normal repairs to the residence throughout the term of the Life Estate in order to keep the Property habitable. The Life Tenants may, at their cost and without obtaining consent of the Future Owner, build additions or make other permanent improvements to the Property as permitted under this Agreement. In connection with such new improvements, the Life Tenants may alter or remove any existing improvements on the Property without any liability for waste.

6. Personal Property. The Life Tenants retain all rights and title to the personal property on the Property to bequeath or dispose of as they see fit in their full discretion. Upon the death of the Life Tenants or notice to the Future Owner that the Life Tenants are no longer living on the property and has permanently moved out, his or her personal representative and/or trustee shall have the right to enter the Property and remove any and all personal property that has not been specifically bequeathed to the Future Owner including, but not limited to, all appliances and the heat pump HVAC unit; provided, that, if the personal representative and/or trustee does not remove the personal property within ninety (90) days after the death or move out of the Life Tenants, the Future Owner shall have the ability, in its full discretion, to either take title to such personal property (in whole or in part) or compel its removal (in whole or in part). The personal

representative and/or trustee shall not remove fixtures or damage the real property while removing personal property from the Property.

7. Cremated Remains of Life Tenant. Life Tenants reserve the right to have their cremated remains scattered on the property any time after their deaths.

8. Use of Property After Termination. If the Future Owner chooses to remove structures on the Property, the Life Tenants prefer and encourage the Future Owner to sell the structures on the Property to a demolish and removal type of organization for recycling and reuse of the materials at the Future Owner's discretion and on a timeline suitable for Future Owner with all proceeds going to Future Owner to assist in stewardship of the Property as may be necessary. Further, Life Tenants wish that the Property will be made open to the public for day hikes and picnics, but without allowing campfires. Life Tenants prefer that no horses or other pack animals be allowed on the Property. Life Tenants prefer that the driveway to the house be gated to deter unauthorized motorized vehicles and that access from Anacortes Veneer Road not be allowed.

9. Baseline Documentation. The Future Owner will document relevant characteristics and natural features of the Property to provide an accurate representation of the Property at the time of this Agreement ("Baseline Documentation"). The Baseline Documentation consists of reports, maps, photographs, and other documentation that may be used to establish that a change in the use or condition of the property has occurred. A summary of said Baseline Documentation, signed and dated by the parties, is contained in Exhibit B, *Baseline Report*. At least once annually, the Future Owner will monitor the Property after providing at least three (3) days' notice to the Life Tenants. The Baseline Documentation will be kept by the Future Owner and shall be provided to the Life Tenants upon request. In the event there is evidence of a substantial change in or use of the Property that is inconsistent with the terms of this Agreement and/or threatens to devalue the Property and its natural features, the Future Owner will follow provisions outlined in Section 12, *Enforcement*.

10. Conservation Values. Except for general landscaping, collection of firewood, trail building and maintenance, and emergency actions necessary to protect public health and safety, the Life Tenants shall not alter native vegetation or perform any activity that may adversely affect the forested, riverine, and wetland qualities of the Property, as described in Exhibit B, *Baseline Report*, without prior written consent from the Future Owner. The Life Tenants shall not intentionally introduce invasive vegetation. The Life Tenants may control or remove non-native or invasive vegetation consistent with local Integrated Pest Management strategies. The Life Tenants will inform the Future Owner of any activities or natural events that have occurred that may devalue the natural features of the Property.

11. Ability to Transfer or Encumber. The Life Tenants will not grant any leases, easements, licenses or other rights to use any part of the Property to any other person or entity, and will not encumber the Property without the prior written consent of the Future Owner, which consent the Future Owner may refuse to provide in its sole and absolute discretion. In no event will the Life Tenants transfer an interest in the Property greater than the Life Estate, and any grant attempting to transfer a greater interest shall be void. In no event will the Life Tenants divide, subdivide, or partition the Property.

12. **Enforcement.** If the Life Tenants fail to perform the obligations described in this Agreement, the Future Owner may give written notice to the Life Tenants, and if such failure is not corrected within thirty (30) days' of receiving notice, Life Tenants will be in default and subject to Termination under Section 15 of this Agreement. The Future Owner may at its option perform the uncured obligation for the Life Tenants and seek reimbursement for the reasonable cost of such performance from the Life Tenants. The Future Owner shall have the right to enter and inspect the Property with at least three (3) days' notice to the Life Tenants, to determine compliance with this Agreement.

13. **Mutual Indemnity.** The Life Tenants indemnify and hold harmless the Future Owner, and the Future Owner indemnifies and holds harmless the Life Tenants, from any claim, liability, loss, damage or expense caused by the act or omission of the indemnifying party or its members, agents, contractors or invitees on or with respect to the Property, all to the extent same cannot reasonably be recovered under the insurance required to be carried hereunder, or that is actually carried, by the indemnified party. The agreements in this Section 13 shall survive any termination of this Agreement.

14. **No Joint Venture.** Nothing contained in this Agreement shall be deemed to create any partnership, joint venture or other arrangement between the Life Tenants and the Future Owner. The parties intend that the rights and obligations in this Agreement shall be exclusively enforceable by the parties hereto, and their personal representatives, heirs, successors in interest and assigns, and that no other person or entity shall have any right or cause of action hereunder.

15. **Termination.** This Agreement shall terminate exactly one year after the death of the last surviving Life Tenants or after the Life Tenants relocate their primary residence off the Property.

By signing this Agreement, the Life Tenants consent to vacate the Property if they violate the terms of this Agreement and fail to correct the violation after notice by the Future Owner, as described in Section 12, *Enforcement*. In the event the Life Tenant voluntarily decides to relocate their primary residence off the Property, the Life Tenant shall provide at least thirty (30) days' notice to the Future Owner of their intention. In the event that one of the Life Tenants dies, his or her interest in the Property shall transfer to the surviving Life Tenant.

16. **Vacation – Termination of Life Estate Before Death.** Life Tenants right to possession of the Property during their life is contingent on satisfying the terms of this Agreement. If Life Tenants fail to cure any default under this Agreement after written notice, the Life Estate will terminate and Life Tenants agree to vacate the Property. If Life Tenants fail to vacate the Property as agreed, the parties to this Agreement consent to jurisdiction in the Skagit County Superior Court for entry of a Writ of Restitution or other appropriate Orders.

17. **Transfer of Possession from Life Tenant to Future Owner.** The parties intend that transfer of possession of the Property from Life Tenants to Future Owner be as respectful and cooperative as possible. If Life Tenants voluntarily seek to terminate the Life Estate, or if the Future Owner must use the Enforcement, Termination, or Vacation clauses in paragraphs 12, 15, or 16, the parties agree to act in good faith to transfer possession, including working with Life Tenants family,

attorneys in fact, or responsible parties to coordinate Life Tenants transition from the Property. The parties also agree to use mediation first if they are unable to resolve differences over the transfer of possession.

18. Notice. Any notice, request, consent, approval or communication that any of the parties desire or is required to give to the other(s) shall be in writing and either served personally or sent by first class mail, postage prepaid, to the addresses listed below, or other addresses the parties designated by written notice to the other(s). Other forms of communication may be allowed as agreed upon by the parties.

Barbara and James Martin  
18283 Peter Burns Road  
Mount Vernon, WA 98274

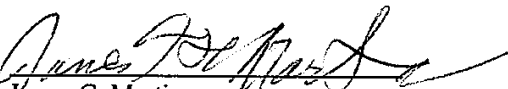
Skagit Land Trust  
P.O. Box 1017  
Mount Vernon, WA 98273

19. Miscellaneous. This Agreement shall be governed and construed in accordance with the laws of the State of Washington. In any suit, action, proceeding, or appeal therefrom, to enforce or interpret this Agreement, the prevailing party shall be entitled to recover its costs incurred therein, including reasonable attorneys' fees and disbursements. This Agreement may not be amended other than by a writing signed by all parties to be bound. This Agreement shall be binding upon and shall benefit the personal representatives, heirs, successors in interest and assigns of each of the parties hereto, provided that all transfers shall be subject to Section 11, *Ability to Transfer or Encumber*. This Agreement may be signed in any number of counterparts, which taken together shall constitute one complete Agreement.

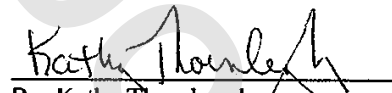
The parties have executed this Agreement as of the day and year first above written.

LIFE TENANTS:

  
Barbara J. Martin

  
James G. Martin

FUTURE OWNER:

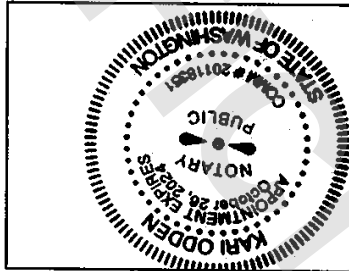
  
By: Kathy Thornburgh  
Its: Board President



STATE OF WASHINGTON )  
 ) ss  
 COUNTY OF Skagit )

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

DATED, this 24 day of January 2024

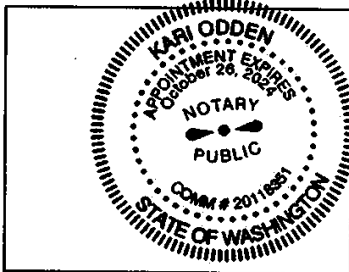


[Signature]  
 Notary Public  
 Print Name Kari Odden  
 My commission expires 10-26-24

STATE OF WASHINGTON )  
 ) ss  
 COUNTY OF Skagit )

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

DATED, this 24 day of January 2024



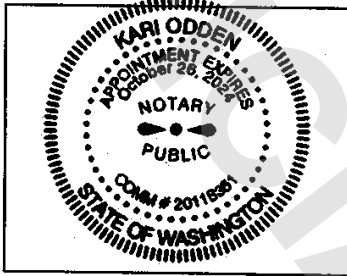
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[Signature]  
 Notary Public  
 Print Name Kari Odden  
 My commission expires 10-26-24

STATE OF WASHINGTON )  
 ) ss  
 COUNTY OF Skagit )

I certify that I know or have satisfactory evidence that Kathy Thornburgh 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 President of Skagit Land Trust to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED, this 24 day of January, 2024.



(Use this space for notarial stamp/seal)

Kari Odden  
 Notary Public  
 Print Name Kari Odden  
 My commission expires 10-26-24

**EXHIBIT A**  
**LEGAL DESCRIPTION**

The Land referred to herein below is situated in the County of Skagit, State of Washington, and is described as follows:

Tract 4 of that certain Survey recorded May 1, 1980 under Auditor's File No. 8005010045 in Volume 3 of Surveys, page 35, (being a revision of that Survey recorded August 1, 1979 under Auditor's File No. 7908010002) lying within Government Lot 3 and the Southeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 4, Township 33 North, Range 5 East, W.M.

TOGETHER WITH a non-exclusive easement for ingress, egress and utilities over and across Tracts 2 and 3 of said Survey, as delineated on the face of said Survey.

**EXHIBIT B**

Baseline Report

**WALKER CREEK MARTIN LIFE ESTATE**



October 24, 2023

Regina Wandler, MEH

Stewardship Director, Skagit Land Trust

**WALKER CREEK - MARTIN Life Estate – Skagit Land Trust**

**Grantor Information:** Jim and Barbara Martin

**Location:** 18283 Peter Burns Rd  
Mount Vernon, WA 98274  
Skagit County, Washington  
Portions of S04, T33, R05

**Legal Description:** Two parcels within Section 04, Township 33 North, Range 5 East, W.M.  
Full property legal description is included on page 16.

**Assessor's Tax Parcel #'s  
(and acreage):** P105007 (20);  
P17884 (1.39)

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

**Property Information**

**Acres:** 21.39 acres total

**Number of Homes:** 1

**Elevation:** 495-645 ft.

**County Zoning:** Designated Forest Land, Household SFR Outside City

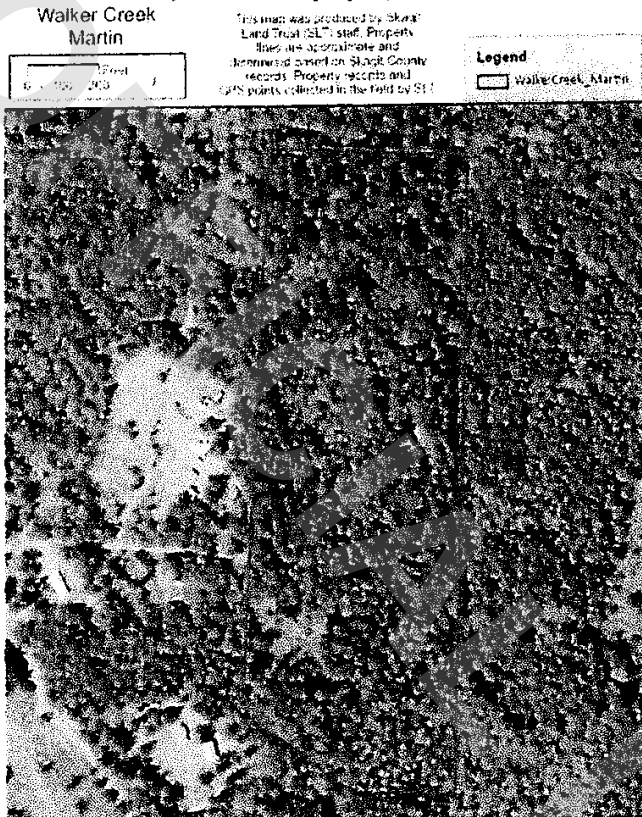
**Survey:** The Property has not been fully surveyed recently, but several boundary markings were placed long ago or have been placed/relocated more recently by surveys on adjacent parcels. A survey recovered or monumented the west property line in 2023.  
1980 Survey AF#: 8005010045  
2023 Survey AF#: 202308240068

**Driving Directions:** From Mount Vernon, head east towards Hwy 9 and the north side of Big Lake, then south on Hwy 9, then east on Walker Valley Rd. Turn right onto Peter Burns Rd, then left onto a private drive to reach the protected property.

**Boundaries:** Skagit Land Trust (SLT) staff marked all boundaries with fenceposts, SLT tree tags, and flagging in 2023.

**Site Overview**

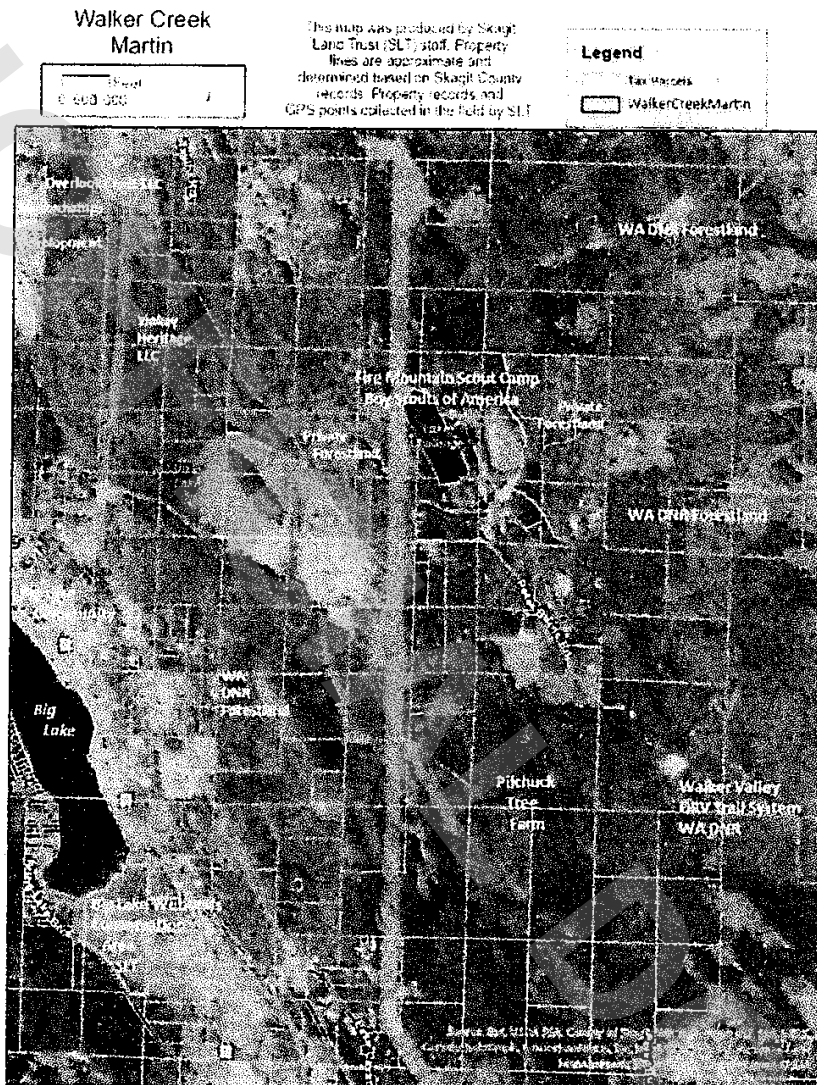
The property features native species dominated riparian and upland forest in the vicinity of Walker Creek and East Branch Walker Creek. There is a home and associated buildings, as well as a driveway and maintained areas, inside of the property.



Map above: Site map of protected property.

**Geographic Context**

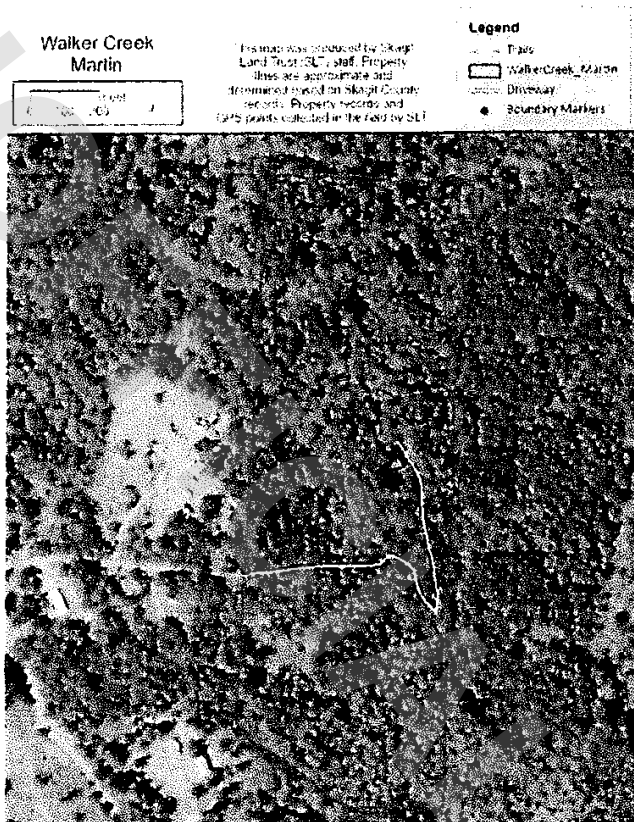
The protected property is in a small valley between foothills of the North Cascades in Skagit County, Washington. Immediate nearby land ownership is a mix of private residential, recreational areas, and public and private industrial forestland. A Boy Scout camp is located 2,000 ft to the northwest. DNR manages a 3,200 acre Off Road Vehicle area with an extensive trail system 2,000 ft to the southeast, and owns additional forestland to the east and south. SLT's Big Lake Wetlands Conservation Area is located to the southwest, and the Barney Lake Conservation Area and conservation easement protected Big Rock Skagit County Park are located to the northwest, on the edge of the city of Mount Vernon. The community of Big Lake is the closest population center and is located to the west.



Map above: Nearby land use of interest, including protected and recreational lands.

#### **Site Boundaries**

The property boundaries are relatively easy to locate, and several property boundary markers were located when boundaries were walked and via a survey in 2023. No major encroachments were observed at that time.



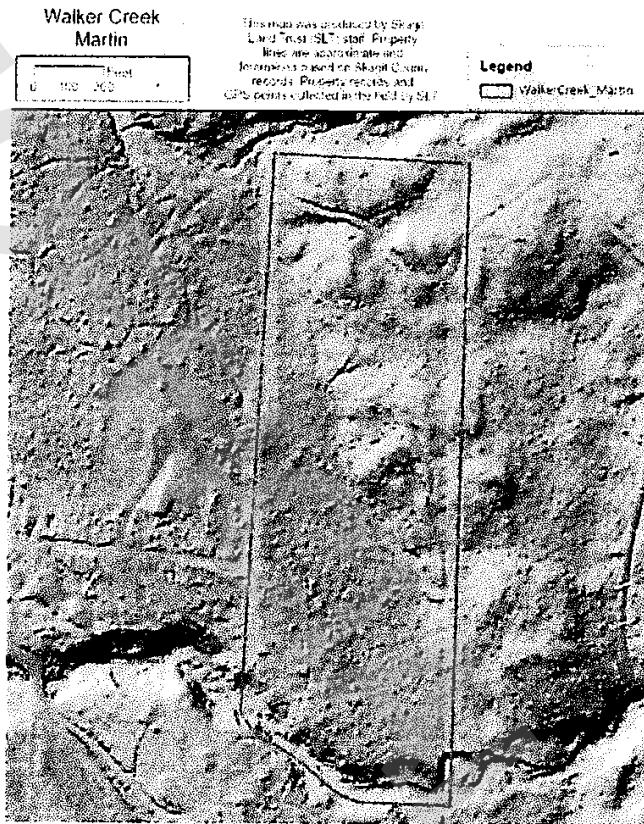
Map above: Map showing location of various boundary markings/corners, relating to the notes below.

#### Geology

##### Landforms

The protected property is on the western edge of the foothills of the North Cascades, on the east side of Big Lake and the Nookachamps Creek valley. Big Lake is a reservoir primarily surrounded by relatively dense residential development. The property gently rises from a low elevation on the south portion of the property to a high elevation on the north portion of the property and has a southwestern aspect. Cultus Mountain is located about 3.5 miles to the northeast.





Map above: Protected property hillshade map.

#### Soils

The entire site consists of USGS Soil Types 147 and 148, which are Tokul gravelly medial loam on 8 to 30 percent slopes. These moderately deep, moderately well drained soils are on glacially modified hills. They formed in volcanic ash and loess underlain by glacial till. Depth to silica-cemented till ranges from 20 to 40 inches. Permeability is moderate above the till, and very slow through the till. The native vegetation is mainly mixed conifers and hardwoods, and most areas of this unit are used as woodland. Douglas fir and western hemlock are the main woodland species, and western redcedar, red alder, and bigleaf maple are among the trees of limited extent. Seedling establishment and the hazard of windthrow are the main concerns in the production of timber and establishment of a mature forest. When openings are made in the canopy, invading brushy plants can prevent the establishment of planted seedlings.

#### Hydrology

This property, and the creeks on the property, are within the East Branch of Walker Creek, within the East Fork Nookachamps Creek Watershed. Water on the property, and from adjacent upland areas, flows into Walker Creek and then East Fork Nookachamps Creek.

This watershed supports a variety of fish including chinook, chum, pink, and coho salmon, and steelhead trout, whose habitat has been significantly modified from various activities such as timber harvesting and road building, stream channelization and diking. These modifications have led to several compounding

problems that clog streams and elevate water temperatures, such as increased sediment deposition and a significant increase in invasive reed canary grass, which further traps debris and sediment. These impacts also increase flood duration and spatial extent without significant continuous maintenance. As of 2023, the Upper Skagit Indian Tribe and Skagit County are collaborating to create a Watershed Assessment and Management Plan. The goal of their project is to characterize conditions in the watershed and develop an East Fork Nookachamps Creek Watershed Management Plan, which will include recommended actions to help restore natural hydro-geomorphic processes where possible, improve drainage to reduce flooding extent and duration, and improve habitat conditions for salmonids and riparian-dependent species (Skagit County 2023).

#### **Priority Habitats and Species**

According to National Wetland Inventory and WDFW Priority Habitat and Species (PHS) data, the following listed species are mapped as occurrences in Walker Creek: Fall Chinook, Winter Steelhead, Fall Chum, Resident Coastal Cutthroat, and Coho. The property rated as 'medium-high' for SLT's fish and connectivity conservation strategy elements, and 'medium' for SLT's terrestrial and freshwater conservation strategy elements.

**Forest:** The protected area contains maturing native species dominated riparian and upland forest. According to the DNR's Natural Heritage Ecosystem Classifications, the forest may be generally be categorized as a North Pacific Maritime Mesic-Wet Douglas-Fir Western Hemlock Forest (DNR 2015). The canopy is primarily composed of conifers (particularly *Pseudotsuga menziesii* and *Thuja plicata*, with some *Abies grandis*), with some hardwood co-dominants (*Alnus rubra* and *Populus trichocarpa*) and a diverse understory. Dominant species include Western red cedar and Douglas fir. A portion of the forest along the west property boundary, though unmapped in wetland databases, appears to be forested wetland. Forest quality has been and will continue to be negatively impacted by fragmentation, the suppression of disturbance regimes, and the introduction of invasive species. Even with negative impacts, the forest is part of a larger forested landscape and currently provides several important ecosystem functions, including improving water quality by filtering storm water runoff, providing a buffer for shoreline habitat, as well as directly providing habitat for a variety of terrestrial and aquatic species.

#### **Vegetation**

The following lists contain species which have been observed on site. Additional not yet observed species are most likely also utilizing the site, and the gardens around the homes have planted ornamentals as well.

**Native species:** Native vegetation on this property is a mix of species normally found in mesic douglas-fir and western hemlock dominated forest. This section provides a non-exhaustive list of species present on the property and was provided by Barbara Martin.

##### **Native Plant Species:**

- Western red cedar
- Douglas-fir
- Sitka Spruce
- Western hemlock
- Red alder
- Cascara
- Paper birch

- Big leaf maple
- Vine maple
- Western white pine
- Bitter cherry
- Salmonberry
- Red huckleberry
- Thimbleberry
- Ocean spray
- Red elderberry
- Salal
- Red Currant
- Low Oregon grape
- Black swamp gooseberry
- Trailing blackberry
- Red osier dogwood
- Rhododendron
- Sword fern
- Deer fern
- Maidenhair fern
- Licorice fern
- Bracken fern
- Lady fern
- Common Wood Fern
- Stinging nettle
- Cooleys hedge nettle
- Fireweed
- Large leafed avens
- Buttercup
- Starflower
- Trillium
- Fringe flower
- Candy flower
- Skunk cabbage
- Enchanters nightshade
- Sweet scented bedstraw
- Candy flower
- Cleavers
- Wall lettuce (naturalized)
- Horsetail
- Serviceberry
- Mosses (many species)
- Fungi (many species)
- Grass, various pasture species
- Lichen (many species), including Alectoria sps.

***Non-Native Weeds and Escaped Ornamentals:***

- Himalayan blackberry
- Evergreen blackberry
- Herb robert
- Creeping buttercup
- English holly
- Vinca minor
- Tansy ragwort (very limited)
- Foxglove

**Wildlife and Habitat**

The streams, riparian forest, and upland forest provide habitat for a wide range of species. There is cover for resting, nesting, and hiding from predators or the elements, and diverse food. There are trees in a wide range of decay, including snags appropriate for nesting and cavity dwelling animals.

This protected area is located near other public and private recreational lands which provide some habitat value, providing connectivity within a larger landscape and benefiting species that need space to roam. Development and conversion to more impactful uses is a threat in surrounding areas.

*Native species:* Native animal species on this property is a mix of species normally found in western Washington forests. This section provides a non-exhaustive list of species present on the property and was provided by Barbara Martin.

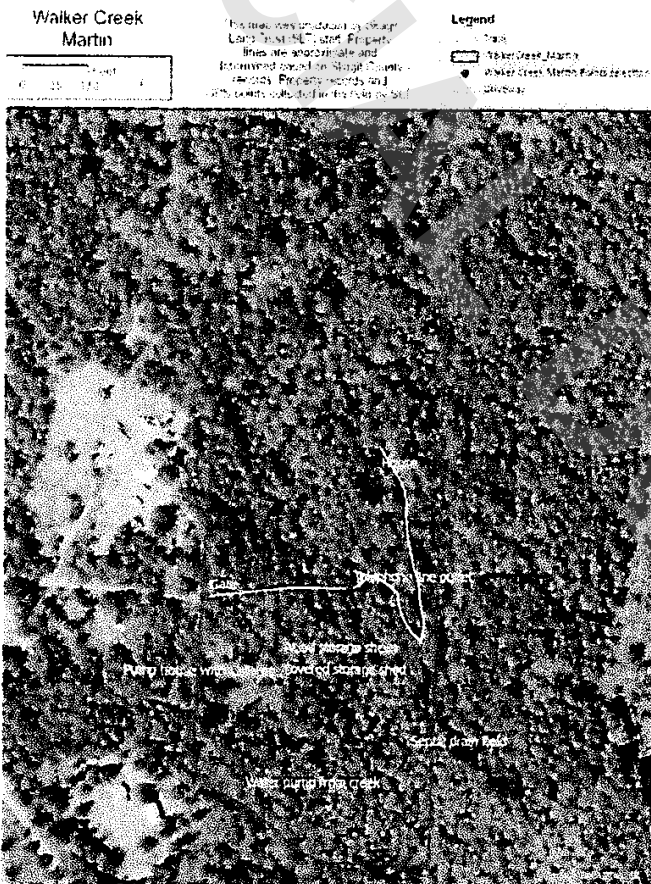
- Butterflies: Western Tiger Swallowtail, Lorquin's Admiral, Mourning Cloak, Margined White, Woodland Skipper, Echo Azure
- Amphibians: Pacific tree frog, Red-legged frog, Western toad, Rough-skinned newt (not recently)
- Reptiles: Some kind of small lizard, Garter snake
- Birds: Red-tailed hawk, Turkey vulture, Sharp-shinned hawk, Ruffed grouse, Mourning dove, Band-tailed pigeon, Common nighthawk, Barred Owl, Northern Saw-whet owl, Western Screech owl, Great Horned owl, Rufous hummingbird, Anna's hummingbird, Pileated woodpecker, Northern flicker, Red-breasted sapsucker, Downy woodpecker, Hairy woodpecker, Steller's jay, Common raven, Northwestern crow,
- Chestnut-backed chickadee, Red-breasted nuthatch, Brown creeper, Winter wren, Golden-crowned kinglet, Varied thrush, American robin, Swainson's thrush, Cedar waxwing, Wilson's warbler, Western tanager, Black-headed grosbeak, Spotted towhee, Oregon junco, American goldfinch, Evening grosbeak, Purple finch, Pine siskin
- Mammals: Shrew, Mole, Deer mouse, Douglas squirrel, Chipmunk, Northern flying squirrel, Pacific jumping mouse, Little brown bat, Raccoon, Black-tailed deer, Cougar, Coyote

**Human Environment and History**

*Current Use:* Jim and Barbara Martin have a life tenancy, and live in the home on the property. The property will fully pass to Skagit Land Trust when the Martin's no longer live on the property.

*Structures & Built Environment:* There are several buildings and associated structures and infrastructure on the property. The buildings are described below. The property is access via a private drive which connects this property to Peter Burns Rd (a public road).

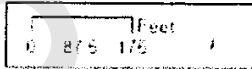
Structures and Infrastructure	Basic Information
House	1.5 story 2,688 sq ft home built in 1991 with a finished basement, attached garage, and 2 wooden decks (Photopoint 4)
Septic field	South of home (closer to SE corner of property), north of established trail
Water pump	On creek, connects to pump house, supplies drinking water
Pump house with cisterns	Pump house that connects to water pump on creek, 3 large black cisterns around pump house (Photopoint 10)
Covered storage shed	Single larger storage area with open walls and metal roof (Photopoint 11)
Wood storage sheds	2 very simple open sided wood storage sheds (Photopoint 12)
Gate	Powered gate where driveway enters property - fencing extends both north and south from the gate (Photopoint 8)
Driveway	Gravel driveway extending from gate to home
Utilities	Various utilities lines cross the property, providing power, water, and data connection to the house



Above – Map showing the location of various structures on the property.

*Land Use History:* Neighbor Les Tracy, who was the Boy Scout Camp caretaker and had a very long history with this area, communicated the following about the Anacortes Veneer Road: His father lived in the boy scout camp area. When the A.V. Road was built, the gravel was four feet deep in places. Someone had lived a bit further up the mountain than the protected property who had fruit trees (the landowners looked but did not find the fruit trees). When the Martin's arrived, they could drive the A.V. Road many miles up the mountain and rode my horse all over up there. But when the DNR logged, they carved up the road, putting in new logging roads and eliminating others. When they were finished, they removed all their culverts making it nearly impossible to even walk up there. The Martins have located various artifacts on the protected property – a figurine, candy dish, broken china and glass, ketchup bottles, tiny cream jar, coffee can, and other such items – in a small fire pit about 30 ft north of the Anacortes Veneer Rd, about 30 ft west of the east boundary with DNR. Based on the brand and pattern of the china and the brand of coffee, they have dated these items from the mid 1950's. They have also found pieces of cable that loggers left near the creek, which have been left in place.

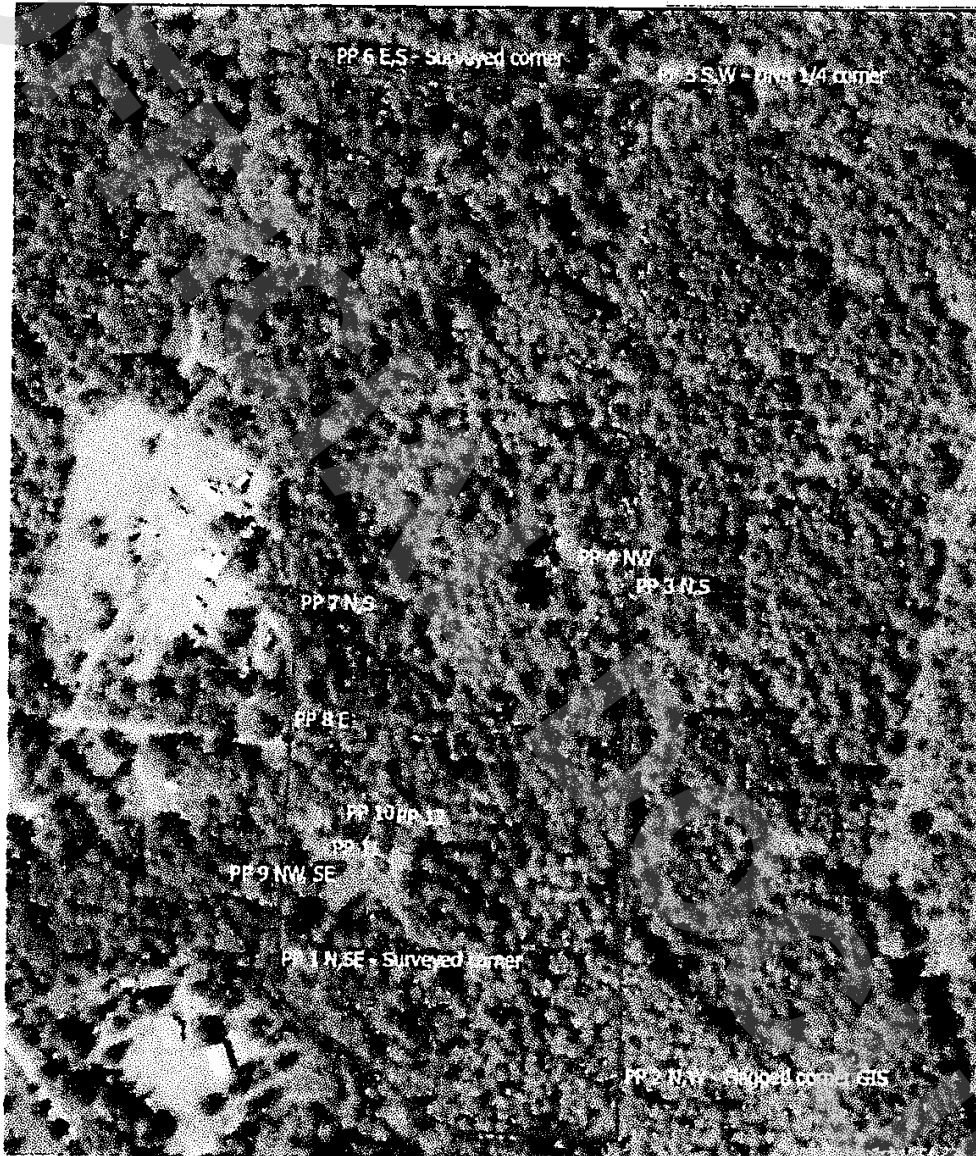
*Cultural Resources:* The property is mapped as moderate to very high risk for encountering archeological artifacts in the Washington Information System for Architectural & Archaeological Records Data. This property appears to be within the Coast Salish (particularly Sauk Suitttle and Upper Skagit), and Cayuse, Umatilla, and Walla Walla Tribes traditional territories.

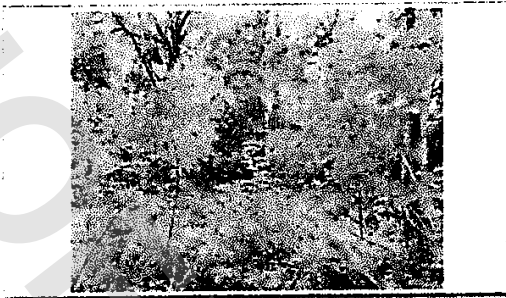
**Photopoints****Walker Creek  
Martin**

This map was produced by Skagit Land Trust (SLT) staff. Property lines are approximate and determined based on Skagit County records. Property records and GPS points collected in the field by SLT.

**Legend**

- Trails
- WalkerCreek\_Martin
- Walker Creek Martin Points selection

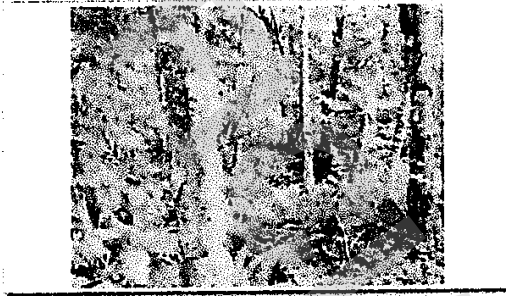




Walker Creek 2023 06 15 PP1 N



Walker Creek 2023 06 15 PP1 SE



Walker Creek 2023 06 15 PP2 N



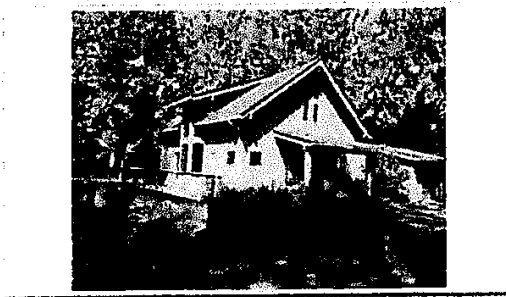
Walker Creek 2023 06 15 PP2 W



Walker Creek 2023 06 15 PP3 N



Walker Creek 2023 06 15 PP3 S

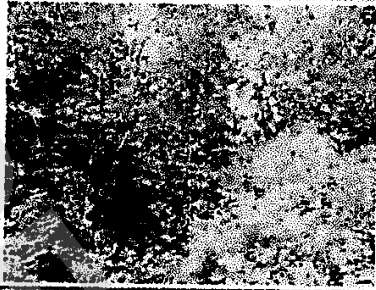


Walker Creek 2023 06 15 PP4 NW



Walker Creek 2023 06 15 PP5 S

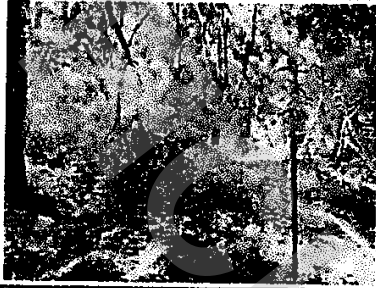




Walker Creek 2023 06 15 PP5 W



Walker Creek 2023 06 15 PP6 E



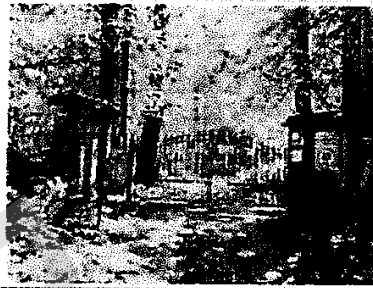
Walker Creek 2023 06 15 PP6 S



Walker Creek 2023 06 15 PP7 N



Walker Creek 2023 06 15 PP7 S



Walker Creek 2023 06 15 PP8 E



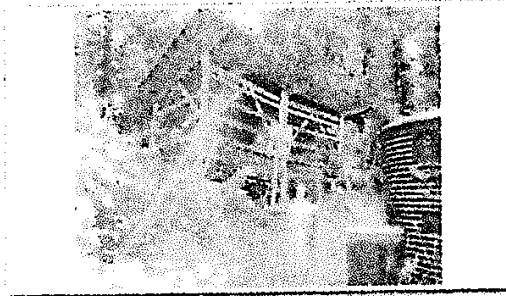
Walker Creek 2023 06 15 PP9 NW



Walker Creek 2023 06 15 PP9 SE



Walker Creek 2023 06 15 PP10



Walker Creek 2023 06 15 PP11



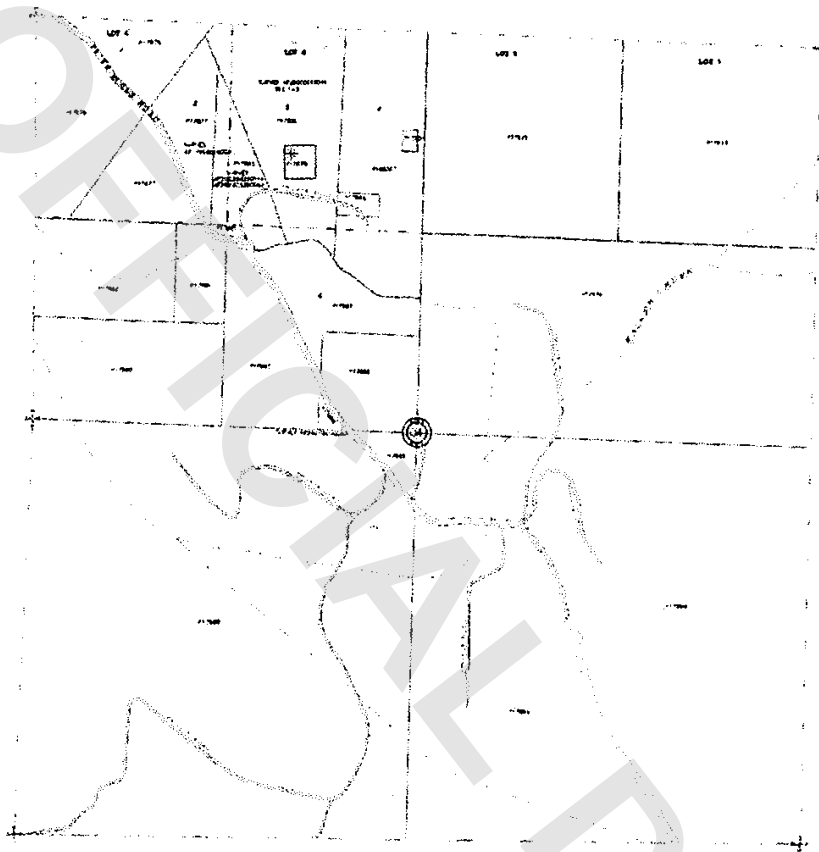
Walker Creek 2023 06 15 PP12

**Legal Description**

The Land referred to herein below is situated in the County of Skagit, State of Washington, and is described as follows:

Tract 4 of that certain Survey recorded May 1, 1980 under Auditor's File No. 8005010045 in Volume 3 of Surveys, page 35, (being a revision of that Survey recorded August 1, 1979 under Auditor's File No. 7908010002) lying within Government Lot 3 and the Southeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 4, Township 33 North, Range 5 East, W.M.

TOGETHER WITH a non-exclusive easement for ingress, egress and utilities over and across Tracts 2 and 3 of said Survey, as delineated on the face of said Survey.

Assessors Maps

Map above: Assessors map.

**SKAGIT  
COUNTY**

1	2	3	4	5
6	7	8	9	10
11	12	13	14	15
16	17	18	19	20
21	22	23	24	25
26	27	28	29	30
31	32	33	34	35
36	37	38	39	40

T 53 N R 65 E

**ATTENTION**  
This map was prepared by the Skagit County Assessor's Office. It is not a legal document. For legal purposes, consult the original records in the County Clerk's Office.



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MAP	DATE	BY
2024-01	1/1/24	AK
2023-12	12/1/23	AK
2023-11	11/1/23	AK

Section 4

T 53 N R 65 E

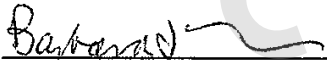
**References used to prepare this report**

- Skagit County. (n.d.). Nookachamps Project.  
<https://www.skagitcounty.net/Departments/PublicWorksSurfaceWaterManagement/Nookachamps.htm>
- Department of Archaeology and Historic Preservation (DAHP) *WISAARD*:  
<https://wisaard.dahp.wa.gov/Map>
- Native Land Digital *Native Land App*: <https://native-land.ca/>
- US Department of Agriculture (USDA) *Soil Survey of Skagit County Area, Washington*, Sept. 1989
- Washington Department of Fish and Wildlife (WDFW) *Priority Species and Habitats*:  
<http://wdfw.wa.gov/hab/phshabs.htm>

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

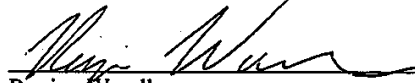
- Title report
- Photopoints (high resolution digital files)

This natural resources inventory is an accurate representation of the property at the time it was written.



Barbara Martin  
Life Tenant

date: 1-24-24



Regina Wandler  
Stewardship Director  
Skagit Land Trust, Grantee

date: 11/21/2023



Jim Martin  
Life Tenant

date: Jan 24, 2024