

202411260023

11/26/2024 11:58 AM Pages: 1 of 93 Fees: \$395.50
Skagit County Auditor, WA

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX
Affidavit No. 20243094
Nov 26 2024
Amount Paid \$6769.00
Skagit County Treasurer
By Lena Thompson Deputy

When recorded return to:

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

GNW 24-20242

Document Title: Grant Deed of Conservation Easement

Grantor: Jan G. Davis and Randolph A. King

Grantee: Skagit Land Trust

Reference Numbers of Related Document(s):

Abbreviated Legal Description: PTN GLs 1, 2, 3 and 10 of Sec.32, Twp. 36 n., R. 3 E., WM.

Assessor's Tax Parcel/Account Number(s): PTN P48507/360332-0-010-0005;
P48499/360332-0-003-0004; PTN P48497/360332-0-001-0006

GRANT DEED OF CONSERVATION EASEMENT

This Grant Deed of Conservation Easement (hereinafter referred to as "Easement" or "Conservation Easement") is executed by Jan G. Davis and Randolph A. King, wife and husband, whose address is 5544 Smith Road, Bow, WA 98232 ("Grantor"), in favor of Skagit Land Trust, a Washington nonprofit corporation qualified to do business in Washington, having an address at P.O. Box 1017, Mount Vernon, Washington 98273 ("Grantee").

Recitals

1 Authority to Create Conservation Easement

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

2 Grantor and Grantee

- 2.1 The terms "Grantor" and "Grantee," wherever used in this Conservation Easement, and any pronouns used in their place, mean and include, respectively, the above-named Grantor, and their personal representatives, heirs, successors, and assigns, and the above-named Grantee, its personal representatives, successors, and assigns.
- 2.2 The term "Party" means Grantor or Grantee; "the Parties" means Grantor and Grantee together.
- 2.3 The term "Assignee" refers to the following entity, but only if and when an Assignment of Rights to such entity has been recorded in the official records of Skagit County, Washington ("Assignee"): the State of Washington, through the Washington Department of Ecology ("Ecology").

3 Protected Property

3.1 Grantor is the sole owner in fee simple of the real property (the "Protected Property") in Skagit County, Washington, described in Exhibit A, *Legal Description*, and shown on Exhibit E, *Site Map/Plan*, which exhibits are attached hereto and incorporated herein by this reference. In the event of a conflict between the *Legal Description* and the *Site Map/Plan*, the *Legal Description* shall control. Grantor also holds an easement for ingress, egress and utilities to the Protected Property under that certain Quit Claim Deed recorded in the official records of Skagit County, Washington, under Auditor's File No. 200606290110 ("Access Easement"). The Protected Property does not include an interior dike within property owned by Grantor but managed by Dike District 18 and the Skagit County Drainage and Irrigation District Consortium, which dike is shown on the *Site Map/Plan* but excluded from the *Legal Description* of the *Protected Property*. The Protected Property is approximately 128 acres and is located on the Edison Slough estuary and on Samish Bay, near the town of Edison in Skagit County, Washington. All five species of Puget Sound salmon are found in Samish Bay; Edison Slough provides habitat for chinook, coho, and chum salmon and cutthroat trout. The Protected Property includes 7,400 feet of tidally influenced, diked shoreline, with saltwater wetlands and tidelands located waterward of the dike (of an estimated 20 acres) and upland agricultural fields and residential area landward of the dike (of approximately 108 acres). The agricultural fields provide excellent winter foraging habitat for birds. The Protected Property contains significant open space and is a key piece of the rural and marine viewshed from Edison, Samish Island, and the Chuckanut Mountains.

3.2 The Protected Property is divided into three designated land use areas under this Conservation Easement, as shown on Exhibit E, and legally described in Exhibits A-D, *Legal Descriptions of Zones*, attached hereto and incorporated herein by this reference: (a) a *Residential Zone*, of approximately three and a half (3.5) acres; and (b) an *Agricultural and Habitat Conservation Zone*, of approximately one-hundred four and a half (104.5) acres, and (c) a *Habitat Conservation Zone*, of approximately twenty (20) acres, consisting of the remainder of the Protected Property. Exhibit F, *Baseline Report*, attached hereto and incorporated herein by this reference, provides a more complete characterization of the Protected Property. Grantor and Grantee have evaluated the location of the residential and other improvements in the Residential Zone and have determined that the allowance and maintenance of such structures within the existing Residential Zone shown on the Site Map and itemized in the Baseline Documentation is consistent with protection of the Conservation Values identified below, as more specifically described in the Baseline Documentation referred to in Section 4.3 below. Grantor and Grantee have also evaluated the location of certain improvements elsewhere on the Protected Property and have determined that the allowance and maintenance of such structures within the other zones in the manner described in this Conservation Easement is consistent with protection of the Conservation Values referred to in Section 4.3 below.

4 Conservation Values

- 4.1 The Protected Property consists of significant open space land, as defined in Revised Code of Washington ("RCW") 84.34.020, and possesses natural, ecological and watershed values of great importance to the Grantor and to the people of Skagit County, the State of Washington, and the United States as providing public benefit. The characteristics of the Protected Property described in this Section 4 are hereinafter collectively referred to as the "Conservation Values."
- 4.2 This Conservation Easement provides significant benefit to Grantor and the people of Skagit County, the State of Washington, and the United States by providing and preserving in perpetuity the following significant resources, all in accordance with the Code:
- 4.2.a Extensive estuarine and marine shorelines with existing and potential future natural estuarine wetlands and tidelands, providing habitat for native plants, fish and wildlife.

- 4.2.b** Open space lands that provide connectivity to Samish Bay, winter bird foraging habitat, and scenic views from the village of Edison, marine waters, and the Chuckanut Mountains, as encouraged and supported by the private land protection policies of the State of Washington and as clearly delineated in local land conservation policies adopted in Skagit County, Washington, as set forth in more detail below.
- 4.2.c** Working agricultural land, to the extent that the agricultural use of land is feasible, is consistent with maintaining and enhancing the wildlife habitat on the Protected Property, and is conducted in a manner that does not harm marine nearshore water quality.
- 4.3** The specific Conservation Values and characteristics of the Protected Property are documented in an inventory of relevant features of the Protected Property ("Baseline Documentation") on file at the offices of Skagit Land Trust and incorporated into this Conservation Easement by this reference. The Baseline Documentation consists of site information, maps, photographs, and other documentation held by Grantee that provide, collectively, an accurate representation of the Protected Property at the time of this grant of Conservation Easement and that is intended to serve as an objective information baseline for monitoring compliance with the terms of this Conservation Easement. A summary of said Baseline Documentation, signed and dated, by both Grantor and Grantee is contained in Exhibit F, *Baseline Report*. In any conflict or inconsistency between the terms of this Conservation Easement and the Baseline Report, the terms of this Conservation Easement shall control. The Baseline Documentation may be used to establish that a change in the use or condition of the Protected Property has occurred, but its existence shall not preclude the use of other evidence to establish the condition of the Protected Property as of the date of this Easement. Grantee may use the Baseline Documentation in enforcing provisions of this Easement but is not limited to the use of the Baseline Documentation to show a change in the use or condition of the Protected Property.
- 4.4** In the absence of this Conservation Easement, the Protected Property could be converted to uses incompatible with habitat conservation, open space, and agricultural use, and could be developed in a manner that would destroy the Conservation Values of the Protected Property. It would be a desirable property for residential development because of its natural beauty, location on Puget Sound, and views of Samish Bay, Chuckanut Mountains and San Juan Islands.

5 Public Benefit

- 5.1 The legislatively declared policies of the State of Washington in the Washington Open Space Tax Act (OSTA), Chapter 84.34 RCW, provide that “it is in the best interest of the state to maintain, preserve, conserve, and otherwise continue in existence adequate open-space lands... to ensure the use and enjoyment of natural resources, wetlands, farmlands, riparian areas, and scenic beauty for the economic and social well-being of the state and its citizens.” The Protected Property constitutes “open space land” under OSTA as of the Effective Date of this Conservation Easement and it is the intent of all parties that the Protected Property continue to be managed in a manner that allows it to remain eligible for this designation.
- 5.2 The Skagit County Comprehensive Plan (2016) “seeks to manage growth by protecting natural resource lands, open space and rural areas...” Skagit County’s Comprehensive Plan provides the policy basis for retaining open space and protecting the environment as required by the Growth Management Act, 36.70A.020 RCW.
- 5.3 The Protected Property has ecological, wildlife habitat, open space (including scenic) and agricultural land values. It contributes to the Samish Bay viewshed and is enjoyed by the public, including residents of and visitors to the adjacent Village of Edison, a popular tourist destination. The Protected Property enhances the open space character of the Samish Flats.
- 5.4 The Protected Property is located on Samish Bay. The Washington State legislature in RCW 90.71.200 has recognized that “Puget Sound...and the waters that flow to it are a national treasure and a unique resource. Residents enjoy a way of life centered around these waters that depends upon clean and healthy marine and freshwater resources.” The Shoreline Master Program Environment Designation of the shoreline is Rural Conservancy, with the purpose to “to protect, conserve and restore ecological functions, natural resources and valuable historic and cultural areas” and is appropriate for low-impact use (Skagit County Shoreline Master Program Public Review Draft, 2021).
- 5.5 The Conservation Values of the Protected Property include habitat for wildlife, in particular foraging habitat for birds both seaward and landward of the dikes. Trumpeter Swans feed here in the winter. The Protected Property is located in a Washington Department of Fish and Wildlife Priority Habitat and Species Region for shorebirds and waterfowl.

5.6 In recognition of the importance of the Protected Property, and the conservation benefits of permanent protection of the water resources, natural resources and ecosystem services located thereon, the U.S. Fish and Wildlife Service and Ecology, through a National Coastal Wetlands Conservation Grant (NCWCG), have provided federal grant funding (Agreement No. F23AP00645-01) to assist in securing the Conservation Easement on the entire Protected Property.

6 Grantor and Grantee Conservation Intent

- 6.1 Grantor, sole owner in fee of the Protected Property, has the right to identify, protect, and preserve in perpetuity the Conservation Values of the Protected Property, and desires to transfer such rights to Grantee.
- 6.2 Grantee is a publicly supported, tax-exempt nonprofit organization, qualified under Code sections 501(c)(3) and 170(h)(3) and also qualified as a nonprofit nature conservancy corporation under RCW 64.04.130 and 84.34.250, whose primary purpose is to preserve open space, wildlife habitat, wetlands, forestland, farmland, shoreline, and scenic views. Grantee has the resources to enforce the restrictions placed on the Protected Property under this Conservation Easement.
- 6.3 Grantee commits by accepting this grant to preserve and protect in perpetuity the Conservation Values of the Protected Property for the benefit of this generation and the generations to come.

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

Terms and Conditions

7 Conveyance, Consideration, and General Effect of Conservation Easement

- 7.1 For the reasons stated in the above Recitals and in consideration of the mutual covenants, terms, conditions, and restrictions contained herein, Grantor hereby grants, conveys, and warrants to Grantee, and Grantee accepts, this perpetual Conservation Easement over the Protected Property, consisting of the rights in the Protected Property, hereinafter enumerated, subject only to the restrictions contained in this Conservation Easement and any third party rights of record as of the Effective Date that are not subordinated to this Conservation Easement.

- 7.2** In addition, Grantor hereby grants, conveys and assigns to Grantee the right to use the Access Easement described in Recital 3.1 above, or any access easement that may replace the existing Access Easement, for purposes of pedestrian, vehicular and other reasonable modes of ingress and egress to enable Grantee to physically access the Protected Property in order to take any action permitted or required in this Conservation Easement. For the avoidance of doubt, no consent, permission or approval of the Grantee is required to amend, restate or terminate and replace the Access Easement provided that Grantee's right to physically access the Protected Property is not terminated by such action. Grantor shall provide Grantee Notice before recordation, pursuant to Section 15, *Notice or Prior Written Approval Required Before Certain Uses and Activities*, prior to amending, restating or terminating and replacing the Access Easement.
- 7.3** This conveyance is of an interest in real property under the provisions of RCW 64.04.130 and RCW 84.34.210, subject only to the mutual covenants, terms, conditions, and restrictions set forth by the Parties in this Conservation Easement and to title matters of record as of the Effective Date of this Easement. A payment of Three-Hundred Eighty Thousand and No Cents (\$380,000) is made by Grantee to Grantor, in consideration of the conveyance, the receipt of which is hereby acknowledged by Grantor.
- 7.4** Grantor expressly intends that this Conservation Easement run with the land and that this Conservation Easement be binding upon Grantor's personal representatives, heirs, successors, and assigns in perpetuity.
- 7.5** The Conservation Easement grants the Grantee no possessory interest in or to the Protected Property or in or to the dikes owned and managed by Grantor on the Protected Property. Nor does the Easement provide the Grantee with any right to direct, manage, control, or supervise the use of or activities conducted on the Protected Property. Instead, all such rights remain with Grantor.

8 Purpose

8.1 It is the Purpose of this Easement:

- 8.1.a** To preserve, protect, enhance, and restore, in perpetuity, the Conservation Values of the Protected Property, as defined above and documented in the Baseline Documentation; and
- 8.1.b** To prevent any use of, or activity on, the Protected Property that will significantly impair or interfere with its Conservation Values.

- 8.2** Grantor and Grantee intend that this Conservation Easement will confine the use of, or activity on, the Protected Property to such uses and activities that are consistent with the Purpose described above to assure that:
- 8.2.a** The Habitat Conservation Zone of the Protected Property will be retained forever predominantly in its existing condition as “a relatively natural habitat of fish, wildlife, or plants, or similar ecosystem” (as that phrase is used in Code Section 170(h)(4)(A)(ii)), as amended and in Treasury Regulations promulgated under this law.
- 8.2.b** The Protected Property as a whole will be retained forever predominantly in an open space condition, under Code Section 170(h)(4)(A)(iii), as amended and in Treasury Regulations promulgated under this law, the preservation of which will yield a significant public benefit pursuant to clearly delineated governmental conservation policies as provided in RCW 84.34.210 and 64.04.130.
- 8.2.c** All structures and improvements will be confined to the Residential Zone other than those structures and improvements specifically identified in this Conservation Easement as being allowed in the Agricultural and Habitat Conservation Zone or Habitat Conservation Zone, if any.
- 8.3** Grantor and Grantee agree that the habitat conservation values of the Protected Property are to be given precedence over the agricultural conservation values of the Protected Property in the administration and interpretation of this Conservation Easement. As such, this Conservation Easement allows for the restoration of the Agricultural and Habitat Conservation Zone to tidal estuary, estuarine wetlands, or other natural systems or habitat as provided for in this Conservation Easement.

9 Rights Conveyed to Grantee

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

- 9.1 Protection.** To identify, preserve and protect in perpetuity; to maintain and conserve; and to enhance, restore or improve by mutual agreement of Grantor and Grantee, the Conservation Values of the Protected Property.
- 9.2 Access to Protected Property.** To provide Grantee reasonable and non-exclusive access at reasonable times to and across the Protected Property solely for the purposes of fulfilling Grantee’s obligations under this Easement and exercising its affirmative rights under this Easement. Specifically, Grantee shall have the right to:

- 9.2.a Monitoring.** To enter the Protected Property, no less than annually, upon prior written notice to Grantor, to make a general inspection to monitor compliance with this Conservation Easement;
- 9.2.b Natural Events.** To enter upon the Protected Property, at a mutually agreeable date and time and upon prior notice to Grantor, to inspect the Protected Property after major natural events occur such as fires, windstorms, and floods;
- 9.2.c Inspection.** To enter the Protected Property at such other times as are necessary if Grantee has a reason to believe that a violation of the Conservation Easement is occurring or has occurred, for the purpose of inspection, or to seek to mitigate or terminate the violation and otherwise enforce the provisions of this Conservation Easement, pursuant to Section 17, *Breach and Enforcement—Grantee's Remedies*; and
- 9.2.d Education and Scientific Purposes.** To enter the Protected Property, upon prior arrangement with Grantor, for educational and scientific purposes, or for other purposes allowed by Grantor consistent with this Conservation Easement.
- 9.3 Injunction and Restoration.** To prohibit any use of, or activity on, the Protected Property that is inconsistent with the Purpose of this Conservation Easement, including trespasses by members of the public, and to require the restoration of such areas or features of the Protected Property as may be damaged by uses or activities inconsistent with the provisions of this Conservation Easement, pursuant to Section 17, *Breach and Enforcement—Grantee's Remedies*.
- 9.4 Enforcement.** To enforce the terms of this Conservation Easement, pursuant to Section 17, *Breach and Enforcement—Grantee's Remedies*.
- 9.5 Assignment.** To assign, convey, or otherwise transfer Grantee's interest in the Protected Property in accordance with Section 24, *Assignment and Succession*.
- 9.6 Markers.** To place and replace small markers to identify boundaries, corners, and other reference points on the Protected Property. Grantor shall not remove or move such markers without Prior Written Approval pursuant to Section 15, *Notice or Prior Written Approval Required Before Certain Uses and Activities*.

9.7 Extinguish Development Rights. To prevent development of the Protected Property inconsistent with protection of its Conservation Values, Grantor hereby grants to Grantee all development rights, that are now or hereafter allocated to, implied, reserved, or inherent in the Protected Property, except with respect to one (1) single residence, one (1) accessory dwelling unit, and their appurtenant structures as further described in Section 12.1, *Residential Zone Allowed Uses and Activities*. The Parties agree that such rights are terminated and may not be used on or transferred off of the Protected Property as it now or later may be bounded or described, or to any other property adjacent or otherwise, or used for the purpose of calculating permissible lot yield or density of the Protected Property or any other property.

10 Access by Public

- 10.1 Access by Public Not Required.** This Conservation Easement does not provide, and may not be construed as providing, access to the general public to any portion of the Protected Property.
- 10.2 Access by Public May Be Allowed by Grantor.** Grantor, at its sole discretion, may allow for public access to the Protected Property.
- 10.3 Public Access Amenities if Public Access Allowed by Grantor.** If Grantor, in its sole discretion, allows for public access to all or a portion of the Protected Property, Grantor may, notwithstanding anything in this Conservation Easement to the contrary but only within the *Residential Zone* or *Agricultural and Habitat Conservation Zone*, construct, use, maintain, repair, expand, reconstruct, relocate, remove, demolish, or replace a (a) small parking area connecting to the gravel driveway documented in the Baseline Report as existing as of the Effective Date of the Conservation Easement and (b) a viewing tower for bird watching, all subject to Prior Written Approval (as to location, height, areal extent and other features relevant to protection of the Conservation Values) pursuant to Section 15, *Notice or Prior Written Approval Required Before Certain Uses and Activities*.

11 Reserved Rights and Restrictions in General

Pursuant to Section 3.3, for the purposes of this Conservation Easement, three land use zones are designated on the Protected Property: (1) the *Residential Zone*, (2) the *Agricultural and Habitat Conservation Zone*, and (3) the *Habitat Conservation Zone*. The reserved rights and restrictions described in this Section 11 pertain to the entire Protected Property. Sections 12 *Residential Zone Allowed and Prohibited Uses*, 13 *Agricultural and Habitat Conservation Zone Allowed and Prohibited Uses* and 14 *Habitat Conservation Zone*

Allowed and Prohibited Uses, address additional allowed and prohibited uses associated with the designated land use zones.

11.1 Reserved Rights on the Protected Property. Grantor reserves for themselves and their personal representatives, heirs, successors, and assigns, all rights accruing from ownership of the Protected Property, including the right to engage in, permit, or invite others to engage in, any use of, or activity on, the Protected Property that is not inconsistent with the Purpose of the Conservation Easement and that is not specifically prohibited or otherwise limited by this Conservation Easement. Without limiting the generality of this Subsection, Grantor specifically reserves for itself and its personal representatives, heirs, successors, and assigns, the uses and activities, set out as permitted in this Section 11 and Sections 12, 13, and 14 below. All permitted uses and activities shall be carried out in compliance with all applicable federal, state, and local laws, regulations and requirements.

11.1.a Dikes. Grantor reserves the right to use, maintain, repair, improve, and replace the dikes and tide gate documented in the Baseline Report as existing on the Protected Property as of the Effective Date of this Conservation Easement. Grantor acknowledges that Grantor retains all responsibilities and will bear all costs and liabilities of any kind related to the ownership, operation, and maintenance of the dikes and tide gate. Grantor shall provide Grantee a copy of the current JARPA and other permits necessary for dike repair work. Grantor shall provide Grantee Notice, pursuant to Section 15, *Notice or Prior Written Approval Required Before Certain Uses and Activities*, prior to (i) undertaking dike repair or maintenance that would extend waterward into the Habitat Conservation Zone beyond the footprint of the dikes documented in the Baseline Report as existing on the Protected Property as of the Effective Date of this Conservation Easement or (ii) submitting any application for a permit for replacement of such dikes.

11.1.b Tide Gates or Pump Houses. Grantor may place additional tide gates and pump houses on the Protected Property for property drainage or restoration purposes, subject to Prior Written Approval, pursuant to Section 15, *Notice or Prior Written Approval Required Before Certain Uses and Activities*.

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

11.1.d Recreation, Science and Education. Grantor may use the Protected Property, or grant access to the Protected Property, for otherwise lawful recreational, educational and scientific uses, including, but not limited to, walking, birdwatching, passive enjoyment, hunting, fishing, and gathering, environmental education use and scientific data collection, to the extent that the use does not interfere with the Purpose of this Conservation Easement to protect the Conservation Values of the Protected Property. Undeveloped recreational use (i.e., recreational use not involving permanent structures other than those allowed under the Conservation Easement), and the leasing of the Protected Property for such uses for economic gain, is permitted if consistent with the Purpose and Terms of the Conservation Easement.

11.1.e Noxious Weeds and Introduced Species. Grantor may control and remove noxious, invasive, and introduced non-native plant species from the Protected Property

11.1.f Culturally Important Plants and Wildlife. Grantor may allow enrolled members of federally recognized treaty tribes that had traditional gathering rights in this location to sustainably harvest culturally important plant materials, fish and wildlife. Access for tribal members for such culturally important hunting, fishing and plant gathering purposes would only be with prior notice to and coordination with the Grantor to determine an appropriate time and place.

11.2 Restrictions on the Protected Property. Any use of, or activity on, the Protected Property inconsistent with the Purpose of this Easement is prohibited, and Grantor acknowledges and agrees that it will not conduct, engage in, or permit any such use or activity. Without limiting the generality of this Subsection, the uses or activities set out as restricted or prohibited in this Section 11 and Sections 12, 13, and 14 below, though not an exhaustive list, are inconsistent with the Purpose of this Conservation Easement and are prohibited.

- 11.2.a Subdivision.** The Protected Property shall not be subject to new division, partition, subdivision, or other legal or de facto creation of lots or parcels in separate ownership. This restriction shall not be interpreted to prohibit:
- (i) Lot line revisions of tax parcels within the Protected Property;
 - (ii) Conventional leases (such as agricultural leases, hunting leases or leases of the permitted residence on the Protected Property);
 - (iii) The conveyance of any portion of the Protected Property to an entity that meets the qualifications under the provisions of RCW 64.04.130 for permanent conservation ownership, subject to Prior Written Approval pursuant to Section 14, *Notice or Prior Written Approval Required Before Certain Uses and Activities*; or
 - (iv) Conveyance of a non-permanent easement for dike management to the local Drainage and Irrigation District or equivalent agency.
- 11.2.b Development Rights.** The use or transfer of any development rights that are new or hereafter allocated to, implied, reserved, or inherent in the Protected Property to any other property is prohibited.
- 11.2.c Mining.** The exploration for, or extraction or removal of, minerals, hydrocarbons, or other similar solid material or liquid/gas substance on or below the surface of the Protected Property by any surface mining method, in accordance with Code section 170(h)(5)(A), including, without limitation clay, coal, gravel, industrial minerals, metallic substances, peat, sand, stone, or topsoil.
- 11.2.d Industrial Use.** The use of the Protected Property for any industrial purpose is prohibited; however, this shall not be construed to prohibit home-based manufacturing at a scale that is not detrimental to the Purpose of this Conservation Easement.
- 11.2.e Commercial Recreation.** It is the intent of the Parties to prevent the Protected Property from becoming the site of a commercial recreational enterprise, such as a commercial campground, a golf course, a commercial site for an all-terrain vehicle, motocross or other racetrack, a dressage field, or other similar intensive or predominantly commercial use. However, private lease for hunting is allowed as an incidental use, provided that it is not the Protected Property's primary use.

11.2.f Erosion or Water Pollution. Any use or activity on the Protected Property that causes or is likely to cause significant soil degradation or erosion or significant pollution of any surface or subsurface waters is prohibited, including the use of manure lagoons or disposal of wastewater or stormwater in manners inconsistent with the Purpose and terms of this Conservation Easement.

11.2.g Dumping. The dumping or disposal of used vehicles, or machinery, rubbish, garbage, debris, hazardous materials, or other unsightly or offensive material is prohibited on the Protected Property.

12 Residential Zone: Allowed and Prohibited Uses and Activities

12.1 Residential Zone Allowed Uses and Activities

12.1.a Structures. Grantor may construct, use, maintain, repair, expand, reconstruct, relocate, remove, demolish, or replace one (1) single residence, one (1) accessory dwelling unit, and their appurtenant structures, including barns and agricultural structures, access driveways, landscaping, gardens, greenhouses, fences, utilities (including power, water and septic), renewable energy systems, ponds, and other structures reasonably appurtenant to a single residence. Grantor shall provide Grantee Notice, pursuant to Section 15, *Notice or Prior Written Approval Required Before Certain Uses and Activities*, prior to submitting any application or pre-application for construction of any structures within the Residential Zone. The purpose of this notice requirement is for Grantee to ensure that such structures are not located outside of the Residential Zone.

12.1.b Residential and Commercial Use. Grantor may undertake residential and commercial uses of the Residential Zone, including uses related to agriculture and home-based manufacturing.

12.1.c All Uses Allowed in Agricultural and Habitat Conservation Zone and Habitat Conservation Zone Also Allowed in Residential Zone. In addition to the specific allowed uses listed above in this Section 12.1, all of the allowed uses listed in Section 13.1, *Agricultural and Habitat Conservation Zone Allowed Uses and Activities*, and Section 14.1, *Habitat Conservation Zone Allowed Uses and Activities*, are also allowed in the Residential Zone.

12.2 Residential Zone Prohibited Uses and Activities. Other than the restrictions and prohibited uses listed above in Section 11.2, *Restrictions on the Protected Property*, the only additional restriction in the Residential Zone is that no more than one (1) single residence, one (1) accessory dwelling unit, and their appurtenant structures may be constructed in the Residential Zone.

13 Agricultural and Habitat Conservation Zone: Allowed and Prohibited Uses and Activities

13.1 Agricultural and Habitat Conservation Zone Allowed Uses and Activities

13.1.a Agricultural activities. Grantor may maintain and practice agricultural activities, including agronomy, farming, row cropping, apiculture, viticulture, orcharding, horticulture, floriculture, and the cultivation, management and harvest of forest crops.

13.1.b Habitat and Hydrologic Restoration and Enhancement. Consistent with protection of the Conservation Values of this Conservation Easement, and or the purpose of promoting ecological processes and native habitats on the Protected Property, Grantor may undertake habitat and hydrologic restoration or enhancement activities to further the Purpose of this Conservation Easement, subject to Prior Written Approval of Grantee pursuant to Section 15, *Notice or Prior Written Approval Required Before Certain Uses and Activities*.

13.1.c Drainage. Grantor may construct, use maintain, repair, and replace agricultural drainage ditches, a water retention pond, and install other structures, or employ other methods, determined reasonably necessary to drain water from the *Agricultural and Habit Conservation Zone* and *Residential Zone* for allowed uses under this Conservation Easement, provided that all such structures and activities are consistent with all applicable critical area regulations and permit requirements.

13.1.d Septic Drain Field. Installation, maintenance, and replacement of one septic drain field for use by the residence. Grantor shall provide Grantee Notice, pursuant to Section 15, *Notice or Prior Written Approval Required Before Certain Uses and Activities* at least 30 days prior to the time of permit application or pre-application.

13.1.e Fences. Grantor may construct, use, maintain, repair, replace and remove fences for the purposes of agricultural use and the protection of property.

13.1.f Driveway and Trails. Grantor may construct, use, maintain, repair, and replace the gravel driveway documented in the Baseline Report as existing as of the Effective Date of the Conservation Easement and may construct, use, maintain, repair and replace permeable roads and foot-trails for agriculture, dike maintenance, and recreation.

13.1.g Pedestrian Dike Access. Grantor may install stairways, or similar structures, to allow recreational access to the dikes, subject to Prior Written Approval, pursuant to Section 15, *Notice or Prior Written Approval Required Before Certain Uses and Activities*.

13.1.h Utilities. Management, maintenance, and repair of existing power and water lines located along the driveway.

13.2 Agricultural and Habitat Conservation Zone Prohibited Uses and Activities. In addition to the restrictions described in Section 11.2, *Restrictions on Protected Property*, the following uses and activities are prohibited in the *Agricultural and Habitat Conservation Zone*:

13.2.a Structures. No structures, with the exception of dikes and tide gate described in the Baseline Documentation as existing as of the Effective Date of this Conservation Easement, with the exception of any pump house that may be constructed in the *Agricultural and Habitat Conservation Zone* in the future, and with the exceptions of the public access amenities allowed in the *Agricultural and Habitat Conservation Zone* only as provided under Section 10.3 and temporary fences and hunting blinds. For purposes of this Conservation Easement, a "Temporary Structure" is a simple seasonal structure that is relatively easy to erect and remove and lacks a permanent foundation.

13.2.b Alteration of the Land. Change in the topography of the land, except as expressly allowed in Section 13.1, *Agricultural Zone Allowed Uses and Activities*, or in accordance with a restoration plan that furthers protection of the Conservation Values of the Protected Property and subject to Prior Written Approval of Grantee pursuant to Section 15, *Notice or Prior Written Approval Required Before Certain Uses and Activities*.

13.2.c Alteration of Wetlands and Watercourses. The draining, filling, dredging, ditching, or diking of wetland areas or watercourses or any other action that would damage or reduce wetland areas or watercourses, except as expressly allowed in Section 13.1 *Agricultural Zone Allowed Uses and Activities*, or in accordance with a restoration plan that furthers protection of the Conservation Values of the Protected Property and subject to Prior Written Approval of Grantee pursuant to Section 15, *Notice or Prior Written Approval Required Before Certain Uses and Activities*.

13.2.d Livestock. Pasturing or keeping of livestock or feedlots.

13.2.e Non-organic potato farming. The practice of conventional, non-organic potato farming. Potatoes that are certified organic under the USDA National Organic Program (or successor program) are allowed, provided that Grantor provides Grantee with a copy of the certification.

13.2.f Vehicles for recreational use. The use of motorized vehicles except as necessary in the accomplishment of agriculture, habitat restoration, vegetation management, dike maintenance, or other uses and activities permitted in Section 13.1 *Agricultural Zone Allowed Uses and Activities*. Use of motorized vehicles may not create impacts that are detrimental to the Purpose of this Conservation Easement.

13.2.g Camping. Public or commercial camping. This restriction does not prohibit temporary recreational camping by Grantor and Grantor's guests that does not pose a threat to the Protected Property's Conservation Values.

14 Habitat Conservation Zone: Allowed and Prohibited Uses and Activities

14.1 Habitat Conservation Zone Allowed Uses and Activities

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

14.1.b Habitat and Hydrologic Restoration and Enhancement. Consistent with the protection of the Conservation Values of this Conservation Easement, and or for the purpose of promoting ecological processes and native habitats on the Protected Property, Grantor may undertake habitat and hydrologic restoration or enhancement activities on the Protected Property to further the Purpose of this Conservation Easement, subject to Prior Written Approval, pursuant to Section 15, *Notice or Prior Written Approval Required Before Certain Uses and Activities*.

14.1.c Vegetation Management.

- (i) **Vegetation Management.** Grantor may plant native vegetation within the Protected Property, as well as undertake riparian vegetation management practices designed to address riparian vegetation health or to enhance or restore native wildlife habitat, including thinning or pruning of existing trees, provided that any cut trees are not removed from the Protected Property for commercial purposes. Prior to such vegetation management activities within the Habitat Conservation Zone, Grantor shall submit to Grantee, for Prior Written Approval pursuant to Section 15, *Notice or Prior Written Approval Required Before Certain Uses and Activities*, a riparian management plan that describes the management objectives of the plan and the specific practices proposed.
- (ii) **Hazard Trees.** Trees or other vegetation that pose a threat to allowed improvements, public health, the safety of neighbors, the general public, or users of the Protected Property, may be trimmed, pruned, topped, or removed. Except in the case of emergencies, such hazard tree management shall be subject to Prior Written Approval pursuant to Section 15, *Notice or Prior Written Approval Required Before Certain Uses and Activities*. A certified arborist shall arbitrate any disagreement regarding the identification of hazardous or diseased trees.

14.1.d Dock. The Grantor may construct, maintain, repair, or replace a floating dock, to be located in Edison Slough at the site noted in the Baseline Study, provided that it is attached to the existing, historic piers with no new ground disturbance, and does not exceed 40 ft² plus a walkway between the dike and dock not to exceed two feet in width, subject to Prior Written Approval, pursuant to Section 15, *Notice or Prior Written Approval Required Before Certain Uses and Activities*. Additionally, the dock must be consistent with all applicable critical area regulations and meet permit requirements.

14.2 Habitat Conservation Zone Prohibited Uses. In addition to the restrictions described in Section 11.2, *Restrictions on the Protected Property*, the following uses and activities are prohibited in the Habitat Conservation Zone.

14.2.a Structures. The placement or construction of any buildings, structures, utilities, or other improvements of any kind, except as expressly allowed in Section 14.1, *Habitat Conservation Zone Allowed Uses and Activities*.

14.2.b Alteration of Land. Alteration in the topography of the land including the excavation or placing of soil, dredging spoils, filling, or placement of shoreline hardening, except for any activity or use that is expressly permitted under Section 14.1, *Habitat Conservation Zone Allowed Uses and Activities*.

14.2.c Alteration of Wetlands and Watercourses. The draining, filling, dredging, ditching, or diking of wetland areas or watercourses, or any other action that would damage or reduce wetland areas or watercourses except as expressly allowed in Section 14.1, *Habitat Conservation Zone Allowed Uses and Activities*, or in accordance with a restoration plan that furthers protection of the Conservation Values of the Protected Property and subject to Prior Written Approval of Grantee pursuant to Section 15, *Notice or Prior Written Approval Required Before Certain Uses and Activities*.

14.2.d Vegetation Harvest or Removal. The gathering, harvest, removal, or destruction of trees or shrubs, including removal of marine shoreline vegetation and plant material overhanging the beach, herbaceous understory, clear-cutting or any other form of commercial logging, or gathering of other vegetation, except incidental to allowed uses and activities as expressly allowed in Section 14.1, *Habitat Conservation Zone Allowed Uses and Activities*.

14.2.e Introduced Vegetation. The intentional introduction of non-native plant species and noxious weeds.

- 14.2.f Crop Cultivation.** The cultivation of any plant or tree crops or marine aquaculture, including but not limited to shellfish farming. This shall not be construed to prohibit the planting of native trees and plants for the purposes of habitat restoration.
- 14.2.g Domestic and exotic animals.** The introduction or keeping of domestic or exotic animals, including kenneling, grazing, browsing, or pasturing of animals. This restriction does not exclude domestic animals that may accompany Grantor and Grantor's guests during activities permitted in the Habitat Conservation Zone, such as dog walking. Removal of non-native invasive animal species is allowed.
- 14.2.h Wildlife disruption.** The intentional disruption of native wildlife, including feeding, resting, breeding and nesting activities. This restriction does not exclude hunting, fishing, or gathering.
- 14.2.i Stormwater Runoff.** Channelized stormwater outflow and/or discharge of pollutants to the wetlands, beach, or nearshore waters.
- 14.2.j Signs.** The construction or placement of commercial signs, billboards, or other commercial advertising material. This provision shall not be interpreted to prohibit Grantor from placing small signs that advise "no hunting," "private property," or other small signs indicating the protected conservation status of the Protected Property, provided that such signs are designed and located to avoid or minimize impact on the Conservation Values of the Protected Property, with the exception that if the Protected Property is conveyed to an entity that meets the qualifications under the provisions of RCW 64.04.130 for permanent conservation ownership, then informational/interpretive signs may be placed.
- 14.2.k Motorized vehicles.** The use of motorized vehicles except as necessary in the accomplishment of habitat restoration, vegetation management, or other permitted uses and activities on the Habitat Conservation Zone. Use of motorized vehicles may not create impacts that are detrimental to the Purpose of this Conservation Easement.
- 14.2.l Camping.** Public, commercial, and temporary recreational camping.

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

Grantor shall conduct all reserved and permitted uses and activities under this Conservation Easement to meet all requirements of federal, state and local statutes, rules, and regulations as they may be amended from time to time. Grantor acknowledges and agrees that this is the obligation of Grantor and that Grantee is not responsible under this

Conservation Easement for determining whether any such use or activity meets such requirements when Grantee is provided notice of such use or activity under this Conservation Easement or when Grantee provides its Prior Written Approval of such use or activity under this Conservation Easement.

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

15.2 Notice Distinguished from Prior Written Approval

15.2.a Notice. As used in this Conservation Easement, a requirement that the Grantor “notify” or “provide Notice” to Grantee pursuant to this Section means that the Grantor shall provide Grantee in writing the information set out in Section 15.3, *Required Contents of the Notice*, at least 30 days before undertaking the intended use or activity, unless a different notice period is specified in this Conservation Easement. When this Conservation Easement requires Grantor only to provide “Notice,” Grantee’s approval is not required for Grantor to proceed.

15.2.b Prior Written Approval. As used in this Conservation Easement, a requirement that Grantor obtain “Prior Written Approval” from Grantor pursuant to this Section before taking action means that the Grantor shall provide Notice as described in Section 15.3, *Required Contents of the Notice*, and await Grantee’s written response as set out in Sections 15.7, *Time for Grantee’s Response to a Request for Prior Written Approval*, and 15.8, *Response to a Request for Prior Written Approval*. When this Conservation Easement requires Grantor to obtain “Prior Written Approval,” a proposed use or activity may be commenced or conducted only after Grantor has received Grantee’s express written approval and only in the manner requested by Grantor and approved by Grantee, except as provided in Sections 15.9, *Grantee’s Failure to Respond to a Request within the Allotted Time*, and 15.10, *Professional Third-Party Consultation*.

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

- 15.4 When Notice is Required.** Grantor shall notify Grantee before Grantor undertakes any use or activity on the Protected Property that may have an adverse and material impact of the Conservation Values of the Protected Property, specifically including but not limited to the following activities identified in the Conservation Easement.
- 15.4.a** At least 30 days prior to the recording of any amendment, restatement or termination and replacement of the Access Easement under Section 7.2, *Conveyance, Consideration, and General Effect of Conservation Easement*.
 - 15.4.b** Construction of any buildings, structures, or improvements under Section 12.1.a, *Structures* at least 30 days prior to the time of permit application or pre-application.
 - 15.4.c** Undertaking dike repair or maintenance that would extend beyond the footprint of the dikes waterward documented in the Baseline Report as existing on the Protected Property as of the Effective Date of this Conservation Easement or submitting any application or pre-application for replacement of such dikes under Section 11.1.a, *Dikes* at least 7 days prior to the date of such repair or maintenance activity or at least 30 days prior to the time of permit application for replacement of such dikes.
 - 15.4.d** Installation, maintenance, or replacement of one residential septic drain field under Section 13.1.e, *Septic Drain Field*.
 - 15.4.e** Amendment or replacement of the Access Easement described in Recital 3.1 above.
 - 15.4.f** Intent to transfer any interest in all or a portion of the Protected Property Section 23.3.a, *Subsequent Transfers*, at least 30 days prior to the date of such transfer.
- 15.5 When Prior Written Approval is Required.** Except in the case of emergencies under Section 11.1.a, *Emergencies*, Grantor shall obtain Prior Written Approval from Grantee before Grantor undertakes on the Protected Property any of the following uses or activities identified in the Conservation Easement:
- 15.5.a** Moving or removing reference point markers placed under Section 9.6, *Markers*.
 - 15.5.b** Construction, maintenance or replacement of any public access amenity under Section 10.3, *Public Access Amenities if Public Access Allowed by Grantor*.

- 15.5.c** Construction, maintenance, or replacement of additional tide gates for property drainage or restoration purposes under *Section 11.1.b, Tide Gates and Pump Houses*.
- 15.5.d** Conveyance of any portion of the Protected Property for permanent conservation ownership under Section 11.2.a(iii), *Subdivision*.
- 15.5.e** Habitat and hydrologic restoration and enhancement activities in the Agricultural and Habitat Conservation Zone under Section 13.1.c, *Habitat and Hydrologic Restoration and Enhancement*.
- 15.5.f** Installation of stairways, or similar structures, to increase recreational access to the dike under *Section 13.1.h, Pedestrian Dike Access*.
- 15.5.g** Change in the topography of the land under Section 13.2.b, *Alteration of Land*.
- 15.5.h** Change in wetlands areas or watercourses or any other action that would damage or reduce them under Section 13.2.c, *Alteration of Wetlands and Watercourses*.
- 15.5.i** Habitat and hydrologic restoration and enhancement activities in the Habitat Conservation Zone under Section 14.1.b, *Habitat and Hydrologic Restoration and Enhancement*.
- 15.5.j** Vegetation management activities in the Habitat Conservation Zone under Section 14.1.c(i), *Vegetation Management*.
- 15.5.k** Except in case of emergency, removal of hazard trees under Section 14.1.c(ii), *Hazard Trees*.
- 15.5.l** Construction, repair or replacement of a floating dock under Section 14.1.e, *Dock*.
- 15.5.m** Change in wetlands areas or watercourses or any other action that would damage or reduce them under Section 14.2.e, *Alteration of Wetlands or Watercourses*.

15.6 Optional Consultation. If Grantor is unsure whether a proposed use or activity is prohibited by this Conservation Easement, Grantor may consult Grantee by providing Grantee a written notice describing the nature, scope, location, timetable and, as appropriate design, and any other material aspect of the proposed use or activity in sufficient detail to permit Grantee to make an informed judgment as to the consistency with the Purpose and other terms of this Conservation Easement and to provide comments thereon to Grantor for the purpose of this Conservation Easement only. Grantee's response shall be in accordance with the time period and manner provided in Sections 15.7, *Time for Grantee's Response to a Request for Prior Written Approval*, and 15.8, *Response to a Request for Prior Written Approval*.

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

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

15.9 Grantee's Failure to Respond to a Request for Prior Written Approval Within the Allotted Time. Where Grantee's Prior Written Approval is required, and if Grantee does not respond within the required time period and manner set forth in Section 15.7, *Time for Grantee's Response to a Request for Prior Written Approval*, and Section 15.8, *Response to a Request for Prior Written Approval*, Grantor shall resubmit its notice pursuant to Section 15.12, *Addresses*. If Grantee fails thereafter to act on Grantor's resubmitted request for Prior Written Approval within forty-five (45) days of receipt, as indicated by the registered or certified return receipt or other proof of delivery, Grantee's approval of the requested use or activity in question shall be presumed. The Parties agree that failure to grant or withhold consent within the required time on any proposed action, use or activity shall not be deemed or construed to be a waiver of Grantee's rights under this Easement with respect to any future proposed action, use or activity.

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

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

15.12 Addresses. Any notice, demand, request, consent, approval, or communication that either Party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid, or sent by electronic transmission such as email (provided that the sender obtains a receipt providing proof of delivery), to the addresses of Grantor and Grantee noted on page 1 of this Conservation Easement or in the case of email at the email address(es) specifically designated for such by a Party to the other, or other address (electronic or otherwise) as either Party designates by written notice to the other. Notices shall be effective (i) upon personal delivery, (ii) after five (5) calendar days following deposit in the U.S. mail, or (iii) immediately upon electronic transmittal to an email address designated by a Party by written notice to the other as an acceptable means of communication (with delivery confirmation or read receipt (or both)) with same day mailing via U.S. mail. The Party providing notice shall bear the burden to prove the date that notice was delivered.

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

16 Dispute Resolution

16.1 Preventative Discussions. Grantor and Grantee will promptly give the other notice of problems or concerns arising in connection with the other's actions under this Conservation Easement or the use of or activities or conditions of the Protected Property, and will meet as needed, no later than fifteen (15) business days after receipt of a written request for a meeting, to minimize the same.

16.1.a Mediation. If the parties disagree as to the consistency of any proposed use or activity with the Purpose or terms of this Easement and the Parties are unable to resolve such disagreement through unassisted preventive discussions between themselves, and if Grantor agrees not to proceed with the use or activating pending resolution of the dispute, Grantor or Grantee may refer the dispute to mediation by request made in writing upon the other. Within ten (10) business days of the receipt of such a request, the parties to the mediation ("Mediation Parties") shall select a single impartial mediator. Mediation shall then proceed in accordance with the following guidelines:

- 16.1.b Purpose.** The purpose of the mediation is to: (a) promote discussion among the Mediation Parties; (b) assist the Mediation Parties to develop and exchange pertinent information concerning the issues in the dispute; and (c) assist the Mediation Parties to develop proposals which enable them to arrive at a mutually acceptable resolution of the controversy. The mediation is not intended to result in any express or de facto modification or amendment of the terms, conditions, or restrictions of this Easement.
- 16.1.c Participation.** The mediator may meet with the Mediation Parties and their council jointly or ex parte. The Mediation Parties agree that they will participate in the mediation process in good faith and expeditiously, attending all sessions schedule by the mediator. Representatives of all Mediation Parties with settlement authority will attend mediation sessions as requested by the mediator.
- 16.1.d Confidentiality.** All information presented to the mediator shall be deemed confidential and shall be disclosed by the mediator only with the consent of the Mediation Parties or the respective counsel. The mediator shall not be subject to subpoena by any party. No statements made or documents prepared for mediation sessions shall be disclosed in any subsequent proceeding construed as an admission of the party. Records of mediation communications shall be exempt from the requirements of Chapter 42.56 RCW (Washington State Public Records Act) to the extent provided for in Chapter 7.07 RCW (Washington State Uniform Mediation Act).
- 16.1.e Time Period.** Neither party shall be obligated to continue the mediation process beyond a period of sixty (60) days from the date of receipt of the initial request or if the mediator concludes that there is no reasonable likelihood that continuing mediation will result in a mutually agreeable resolution of the dispute.
- 16.1.f Costs.** The costs of the mediator shall be borne equally by the Parties; the Mediation Parties shall bear their own expenses, including attorney's fees, individually.

17 Breach and Enforcement—Grantee's Remedies

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

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

17.3 Grantee's Right to Bring Action

Grantee may bring an action as provided in Section 17.5, *Grantee's Judicial Remedies*, if:

17.3.a Grantor fails to cure the violation within 30 days after receipt of a notice of violation from Grantee; or

17.3.b Under circumstances where the violation cannot reasonably be cured within a 30-day period, Grantor fails to begin curing the violation within the 30-day period, or Grantor fails to continue diligently to cure such violation until finally cured.

17.4 Emergency Enforcement. If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values of the Protected Property, Grantee may pursue its remedies under this Section without prior notice to Grantor and/or without waiting for the period provided for cure to expire.

17.5 Grantee's Judicial Remedies

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

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

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

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

- 17.7 Costs of Enforcement.** In the event Grantee must enforce the terms of this Conservation Easement, Grantor, or their personal representatives, heirs, successors or assigns, against whom judgment is entered shall pay the costs of restoration and Grantee's reasonable enforcement expenses, including attorneys' and consultants' fees, necessitated by acts or omissions of Grantor or person(s) acting on the behalf, at their direction, with their permission, or otherwise subject to their supervision and control in violation of the terms of this Conservation Easement. In the event that Grantee secures redress from Grantor or person(s) acting on their behalf, at their direction, with their permission, or otherwise subject to their supervision and control in violation of the terms of this Conservation Easement, for a Conservation Easement violation without initiating or completing a judicial proceeding, the costs of such restoration and Grantee's reasonable expenses shall be paid by Grantor and those of its personal representatives, heirs, successors, or assigns who are otherwise determined to be responsible for the unauthorized use or activity.
- 17.8 Grantee's Discretion.** Grantee acknowledges its commitment to uphold the Purpose of the Conservation Easement. Enforcement of the terms of the Conservation Easement is, however, at the discretion of Grantee, and any forbearance by Grantee to exercise its rights under this Conservation Easement in the event of any breach of any terms of this Conservation Easement by Grantor or person(s) acting on its behalf, at its direction, with its permission, or otherwise subject to its supervision and control, shall not be deemed or construed to be a waiver by Grantee of such term or any of Grantee's rights under this Conservation Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor may impair such right or remedy or be construed as a waiver of such term or any of Grantee's rights under this Conservation Easement.
- 17.9 Waiver of Certain Defenses.** Grantor acknowledges that it has carefully reviewed this Conservation Easement and its terms and requirements. In full knowledge of the provisions of this Conservation Easement, Grantor hereby waives any claim or defense it may have against Grantee or its successors or assigns under or pertaining to this Conservation Easement based upon waiver, laches, estoppel, or prescription, except to the extent the defense is based upon an approval or deemed approval by Grantee pursuant to Section 15, *Notice or Prior Written Approval Required Before Certain Uses and Activities*, of this Conservation Easement.

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

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

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

18 Property Maintenance, Insurance, Liens, and Taxes

18.1 Legal Responsibilities. Grantor retains all responsibilities and will bear all costs and liabilities of any kind related to the ownership, operation, and maintenance of the Protected Property and structures thereon, including without limitation dikes and tide gates, and easements associated with same, and the control of noxious weeds in accordance with Washington law.

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

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

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

19 General Representations and Warranties

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

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

19.2 Access. Grantor has legal access from a public road to the Protected Property, and the right to permit Grantee, its successors and assigns, use of the Access Easement, or any future access easement in replacement of the existing Access Easement, to access the Protected Property and to carry the rights granted to Grantee under this Conservation Easement.

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

19.4 No Proceedings or Threatened Litigation. There is no pending or threatened litigation affecting the Protected Property or any portion of the Protected Property that will materially impair the Conservation Values of any portion of the Protected Property.

20 Environmental Representations and Warranties

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

"Hazardous Materials" means any petroleum, petroleum products, fuel oil, waste oils, explosives, reactive materials, ignitable materials, corrosive materials, hazardous chemicals, hazardous wastes, hazardous substances, extremely hazardous substances, toxic substances, toxic chemicals, radioactive materials, infectious materials and any other element, compound, mixture, solution or substance which may pose a present or potential hazard to human health or the environment. However, Hazardous Materials shall not include biosolids, herbicides, pesticides, rodenticides, insecticides, and fertilizers applied in accordance with federal, state, and local law.

20.2 Limitations on Waste Disposal. Grantor may accumulate and store ashes, garbage, or other waste ("Trash") in the Residential Zone only if such accumulation occurs in the normal course of domestic activities on the Protected Property. Long-term accumulation of Trash, exceeding one (1) calendar year in time, may occur within areas designated by Grantor with prior notice to and written consent of Grantee as long as such waste is either destined for transfer off-site, or for incineration on-site, or, in the case of biodegradable material, composted on-site.

20.3 Environmental Warranties

- 20.3.a** Grantor warrants, to the best of Grantor's knowledge, without duty of investigation, that the Protected Property is in compliance with, and will remain in compliance with, all applicable Environmental Laws.
- 20.3.b** Grantor warrants that there are no notices by any governmental authority of any violation or alleged violation of, non-compliance or alleged non-compliance with or any liability under any Environmental Law relating to the operations or conditions of the Protected Property, nor have civil or criminal proceedings been instigated or be pending against Grantor or its predecessors by government agencies or third parties arising out of alleged violations of any Environmental Law.
- 20.3.c** Grantor warrants that Grantor has no actual knowledge of a release, threatened release, dumping, burying, abandonment, or migration from off-site onto the Protected Property of any Hazardous Materials.
- 20.3.d** Grantor has not disposed of any hazardous substances off-site, nor have they disposed of substances at sites designated or proposed to be designated as federal Superfund (42 U.S.C. §§ 9601 et seq.) or state Model Toxics Control Act (Chapter 70A.305 RCW) sites and to Grantor's actual knowledge, neither have any of Grantor's predecessors in interest.

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

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

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

20.7 No Compensatory Mitigation. The creation, enhancement, restoration or preservation of wetlands, fish or wildlife habitat, or other natural resources for the purpose of, directly or indirectly, compensating for or mitigating resource losses or damages in a way associated with actual or potential impacts of development except for impacts caused by Grantor on the Protected Property ("Compensatory Mitigation") is prohibited on the Protected Property. Compensatory Mitigation includes, but is not limited to, mitigation banking, conservation banking, and any other sale or exchange of mitigation credits based on the creation, restoration, enhancement, and/or preservation of such natural resources within the Protected Property.

20.8 Compliance with Regulatory Requirements. Grantor shall conduct all reserved and permitted uses and activities under this Easement to meet all requirements of federal, state and local statutes, rules, and regulations as they may be amended from time to time.

21 Indemnification

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

21.1.a Injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Protected Property, regardless of cause unless due solely to the negligence of any of the Grantor Indemnified Parties; and

21.1.b The obligations, covenants, representations, and warranties in Section 18 (including without limitation those related to Title and Access), Property Maintenance, Insurance, Liens, and Taxes, Section 19, General Representations and Warranties, and Section 20, Environmental Representations and Warranties.

21.2 Grantee's Indemnity. Grantee hereby agrees to release and hold harmless, indemnify, and defend Grantor and their beneficiaries, heirs, personal representatives, successors and assigns (collectively "Grantee Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorney's fees, arising from or in any way connected with injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Protected Property, provided such acts, omissions, conditions, or other matters are related to, or associated with, the duties and obligations of Grantee under the terms of this Conservation Easement.

22 Amendments and Discretionary Consent

22.1 General. In the view of the perpetual nature of this Conservation Easement, Grantor and Grantee recognize that circumstances could arise that justify Grantee's discretionary consent or the amendment of certain terms, covenants, or restrictions contained in this Conservation Easement, provided such amendment is not inconsistent with the Purpose of the Conservation Easement. In particular, some activities, technologies, evolution of the land and other natural resources for reasons including climate change, or uses of the Protected Property that are compatible with the Purpose of this Conservation Easement may not have been anticipated at the time the Conservation Easement was granted. Therefore, Grantor and Grantee have the right, upon mutual agreement of the parties and approval of Assignee, in accordance with the provisions of the Assignment of Rights referenced in Section 24.2 of this Conservation Easement, to amend this Conservation Easement and Grantee may, upon its interpretation of the Conservation Easement, also provide its discretionary consent for certain uses or activities on the Protected Property, provided that, in its sole and exclusive judgment, Grantee determines that such amendment or discretionary consent furthers, or is not inconsistent with, the Purpose of this Conservation Easement and is consistent with other Grantee requirements as provided for in Section 22.2 below, *Requirements*. Nothing in this Section shall require Grantee to agree to any amendment or to provide its discretionary consent. Furthermore, Grantee's failure to respond to a request of Grantor for an amendment or discretionary consent shall not be deemed to provide Grantee's consent to, or approval of such request.

22.2 Requirements. If circumstances arise under which a discretionary consent or an amendment to or modification of this Conservation Easement would be appropriate, such discretionary consent or amendment shall meet all of the following requirements:

22.2.a Consistency with Purpose. Any such discretionary consent or amendment shall be consistent with the Purpose of this Conservation Easement and intent to protect such purpose and the Protected Property itself in perpetuity. No use shall be made of the Protected Property, and no activity thereon shall be permitted, which is or is likely to become inconsistent with the Purpose of this Conservation Easement.

22.2.b Consistency with Other Requirements.

- (i) No discretionary consent or amendment shall be allowed that shall affect the qualification of this Conservation Easement or the status of Grantee under any applicable laws, including RCW 64.04.130, Chapter 84.34 RCW, or section 170(h) of the Code.
- (ii) Any such discretionary consent or amendment may not diminish the effectiveness of this Conservation Easement in carrying out the Purpose of the Conservation Easement in any way and only those amendments that strengthen the effectiveness of the Conservation Easement in carrying out the Purpose of the Conservation Easement may be permitted.
- (iii) Any such discretionary consent or amendment shall have a net beneficial or neutral effect on the relevant Conservation Values protected by the Conservation Easement.
- (iv) Any such discretionary consent or amendment may not affect the perpetual duration of the Conservation Easement.
- (v) Any such discretionary consent or amendment shall not result in the release of any portion of the Protected Property from permanent protection under this Conservation Easement absent extinguishment of the Conservation Easement as to such portion of the Protected Property in accordance with the provisions of Section 22, *Extinguishment, Condemnation, and Subsequent Transfer*.
- (vi) Any such discretionary consent or amendment shall not result in private inurement or confer impermissible private benefit.
- (vii) No discretionary consent or amendment shall be allowed based on economic hardship.

22.2.c Consistency with Grantee Policies. Any amendment shall be consistent with Grantee's Conservation Easement Amendment Policy.

22.3 Amendments. To be effective, any amendment to this Conservation Easement shall be made by the delivery of an amended easement deed, executed by both Grantor and Grantee, and recorded in the official records of Skagit County, Washington, and any other jurisdiction in which such recording is required.

23 Extinguishment and Proceeds, Condemnation, and Subsequent Transfer

23.1 Extinguishment and Proceeds. Grantor and Grantee agree that, if a subsequent unexpected change in the conditions surrounding the Protected Property that is the subject of this conveyance of the perpetual conservation restriction renders impossible or impractical the continued use of the property for conservation purposes, the conservation purpose can nonetheless be treated as protected in perpetuity if (1) the restrictions are extinguished by judicial proceeding and (2) all of Grantee's portion of the proceeds (as determined below) from a subsequent sale or exchange of the Protected Property after the extinguishment of such restrictions by judicial proceedings are used by the Grantee in a manner consistent with the conservation purposes of the original conveyance and in accordance with the Assignment of Rights referenced in Section 24.2 of this Conservation Easement.

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

23.3 Valuation and Proceeds. Grantor and Grantee agree that the conveyance of the perpetual conservation restriction, in the form of this Conservation Easement, gives rise to a property right, immediately vested in Grantee, with a fair market value that is at least equal to the proportionate value that the perpetual conservation restriction, in the form of this Conservation Easement, at the time of the conveyance, bears to the fair market value of the property as a whole at that time. For purposes of this Section, the Parties agree that the ratio of the value of the Conservation Easement to the value of Grantor's Protected Property unencumbered by the Easement (proportionate value) is evidenced by that certain real property appraisal prepared by David Chudzik of Kidder Matthews, dated Feb 22, 2024, on file with Grantee. This ratio is \$380,000 to \$1,730,000 and shall remain constant such that if a subsequent sale, exchange, or involuntary conversion of the Protected Property occurs, in the manner described in Sections 23.1 or Section 23.2 above, Grantee is entitled to a portion of the proceeds at least equal to that proportionate value of the perpetual conservation restriction, in the form of this Conservation Easement.

23.4 Subsequent Transfers

23.4.a Grantor agrees to:

- (i) Incorporate the terms of this Conservation Easement by reference in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Protected Property, including, without limitation, a leasehold interest; *provided*, that any failure to so reference this Conservation Easement shall not diminish its application or the Grantee's interest in the Protected Property.
- (ii) Describe this Conservation Easement in and append it to any executory contract for the transfer of any interest in the Protected Property; *provided*, that any failure to so reference this Conservation Easement shall not diminish its application or the Grantee's interest in the Protected Property.
- (iii) Obtain a certificate from the purchaser, leaseholder, or other party gaining an interest in all or part of the Protected Property and any financier, acknowledging their awareness of this Conservation Easement and their intent to comply with it. Such certificate shall be appended to and recorded with any deed or other legal instrument by which Grantor divests itself of any interest in all or a portion of the Protected Property; and
- (iv) Give Notice to Grantee of the transfer of any interest in all or a portion of the Protected Property, pursuant to Section 15, *Notice or Prior Written Approval Required Before Certain Uses and Activities*, no later than 30 days prior to the date of such transfer. Such Notice to Grantee shall include the name, address, and telephone number of the prospective transferee or the prospective transferee's representative.

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

24 Assignment and Succession

24.1 Assignment. Grantee's interest in this Conservation Easement is transferable, provided, however, that Grantee may assign its rights and obligations under this Conservation Easement only to an organization that is a qualified organization at the time of transfer under section 170(h) of the Code (or any successor provision then applicable), and the applicable regulations promulgated thereunder, and authorized to acquire and hold conservation easements under RCW 64.04.130 or RCW 84.34.250 (or any successor provision then applicable). As a condition of such transfer,

Grantee shall require that the Purpose of this Conservation Easement will continue to be carried out by the transferee. Grantee shall notify Grantor in writing, at Grantor's last known address, in advance of such assignment. Grantee shall also notify Assignee of such a transfer, at the following addresses:

Washington State Department of Ecology
Shorelands and Environmental Assistance Program
PO Box 47600
Olympia, WA. 98504-7600
Phone: 360-407-6000
Email: SEAProgram@ECY.WA.GOV

24.2 Assignment of Rights. Grantor hereby acknowledges its authorization and approval of an assignment of certain rights in this Conservation Easement over all or a portion of the Protected Property to the State of Washington through the Department of Ecology (Ecology). The Assignments of Rights for the State of Washington through Ecology shall be substantially in the form attached to this Conservation Easement as Exhibit G. Nothing in this Conservation Easement is intended to limit the regulatory authority of Ecology, as authorized by law. If Ecology, acting in its regulatory capacity, takes action against the Protected Property, Owner, Grantee, and any future party subject to this Conservation Easement is not required to follow any procedure outlined in this Conservation Easement. Rather, Ecology may take enforcement action consistent with applicable law.

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

24.3.a Whatcom Land Trust, P.O. Box 6131, Bellingham, Washington 98227

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

25 No Tax Deduction

By executing this Conservation Easement, Grantor hereby affirms and Grantee hereby acknowledges that Grantee is purchasing the Conservation Easement for value and Grantor will not claim a charitable contribution for the conveyance of this Conservation Easement. Grantee hereby affirms, and Grantor hereby acknowledges, that Grantee will not sign any Internal Revenue Service non-charitable contribution form for the conveyance, such as an IRS Form 8283 that might be presented to Grantee by Grantor, its heirs, or assigns.

26 Interpretation

Any general rule of construction to the contrary notwithstanding, the provisions of this Conservation Easement shall be liberally construed to effectuate the Purpose of this Conservation Easement and the policy and purpose of RCW 64.04.130, RCW Chapter 84.34 and Code Section 170(h). Grantor and Grantee acknowledge that the perpetual prohibitions and limitations against certain uses of, and activities on, the Protected Property, including, but not limited to those against subdivision of the Protected Property, have been specifically negotiated. Grantor and Grantee agree that no law favoring reasonable temporal limitations shall be used in the interpretation of this Conservation Easement. The Parties acknowledge that each Party has reviewed and revised this Conservation Easement and that no rule of construction that ambiguities are to be resolved against the drafting Party shall be employed in the interpretation of this Conservation Easement. If any provision in this Conservation Easement is found to be ambiguous, an interpretation consistent with the Purpose of this Conservation Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

27 General Provisions

- 27.1 Recordation.** Grantee shall record this instrument in a timely fashion in the official records of Skagit County, Washington, and in any other appropriate jurisdictions, and may re-record it at any time as may be required to preserve its rights in this Conservation Easement.
- 27.2 Controlling Law.** The interpretation and performance of this Conservation Easement is governed by the laws of the State of Washington.
- 27.3 Entire Agreement.** This instrument sets forth the entire agreement of the parties with respect to the Protected Property and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Protected Property, all of which are merged into this Conservation Easement. No alteration or variation of this instrument is valid or binding unless contained in an amendment that complies with Section 21, *Amendments and Discretionary Consent*.

- 27.4 Subordination.** No provision of this Conservation Easement is to be construed as impairing the ability of Grantor to use the Protected Property as collateral for any loan, provided that any mortgage, deed of trust or other lien arising after the date of execution of this Conservation Easement shall be subordinate to the Purpose and other terms of this Conservation Easement, and said security interest in the Protected Property may not be foreclosed so as to create a division or subdivision of the Protected Property or extinguish or otherwise affect Grantee's rights under this Conservation Easement.
- 27.5 No Merger.** In the event Grantee acquires all or a portion of the fee title to the Protected Property covered by this Conservation Easement, the Parties intend that no merger of title will occur that would merge the restrictions of this Conservation Easement with fee title to the Protected Property and thereby eliminate them, as the Parties intend that no such merger shall take place and that the restrictions on the use of the Protected Property, as embodied in this Conservation Easement shall, in the event title becomes vested in Grantee, become and remain permanent and perpetual restrictions on the use of the Protected Property as provided for in this Conservation Easement, and that merger, which would eliminate such restrictions, shall not take place.
- 27.6 Severability.** If any provision of this Conservation Easement, or its application to any person or circumstance, is found to be invalid, the remainder of the provisions of this Conservation Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, may not be affected.
- 27.7 Joint Obligation.** The obligations imposed by this Conservation Easement upon Grantor are joint and several.
- 27.8 No Forfeiture.** Nothing in this Conservation Easement will result in a forfeiture or reversion of Grantor's title in any way.
- 27.9 Successors and Assigns.** The covenants, terms, conditions, and restrictions of this Conservation Easement are binding upon, and inure to the benefit of, the Parties to this Conservation Easement and their respective personal representatives, heirs, successors, and assigns, and continue as a servitude running in perpetuity with the Protected Property.
- 27.10 Termination of Rights and Obligations.** A Party's rights and obligations under this Conservation Easement terminate upon transfer of the Party's interest in the Conservation Easement or Protected Property, except that liability for acts or omissions occurring prior to transfer will survive transfer.

- 27.11 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.
- 27.12 Counterparts.** The Parties may execute this instrument in two or more counterparts, each of which shall be signed by all Parties. Each counterpart is deemed an original instrument as against any Party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart controls.
- 27.13 Notice of Suit.** Grantor shall immediately provide Grantee with notice of any lawsuit or administrative action involving the Protected Property or which threatens Grantee's rights in this Conservation Easement. Notice shall be sent to Grantee's address and shall include a copy of any lawsuit or administrative action filed. Grantor agrees not to object to Grantee's intervention in any such lawsuit or action. Such lawsuit or action can include, but is not limited to, quiet title action, partition, condemnation or eminent domain, foreclosure, environmental cleanup or enforcement, or any other lawsuit or action affecting the Protected Property and/or potentially affecting the Conservation Values protected by this Conservation Easement.
- 27.14 Effective Date.** The "Effective Date" of this Conservation Easement is the date of recording in the records of Skagit County, Washington. This Conservation Easement is not effective until recorded.

28 Schedule of Exhibits

- A. Legal Description of Protected Property
- B. Legal Description of Residential Zone
- C. Legal Description of Agricultural Zone
- D. Legal Description of Habitat Conservation Zone
- E. Site Map
- F. Line Table
- G. Baseline Report

{Signature pages follow}

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

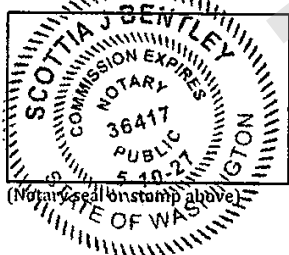
IN WITNESS WHEREOF, the undersigned Grantor has executed this instrument this 21st day of November 2024.

Jan G. Davis
Jan G. Davis

State of Washington)
) ss.
County of Skagit)

I certify that I know or have satisfactory evidence that Jan G. Davis 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: 11/21/24



Scottia J Bentley
Signature of Notary Public
Scottia J Bentley
Printed Name of Notary Public
My appointment expires 05/10/27

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

21st IN WITNESS WHEREOF, the undersigned Grantor has executed this instrument this day of November, 2024.

[Signature]
Randolph A. King

State of Washington)
) ss.
County of Skagit)

I certify that I know or have satisfactory evidence that Randolph A. King 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: 11/21/24



[Signature]
Signature of Notary Public
Scottia Bentley
Printed Name of Notary Public
My appointment expires 05/10/27

Exhibit A**Legal Description of the Protected Property****Legal Description of the Jan Davis and Randolph A. King Properties to be protected
(Portions of Skagit County Assessor's Parcel Numbers P-48497,
P-48499 and P-48507)**

That portion of land over, under and across portions of Section 32, Township 36 North, Range 3 East, W.M., lying landward and waterward (if any) of the following described line:

BEGINNING at the East 1/4 corner of Section 32, (Northeast corner of Government Lot 10, and Southeast corner Government Lot 1), Township 36 North, Range 3 East, W.M.;

thence North 1°11'15" East, along the East line of Government Lot 1 of said Section 32, for a distance of 1,314.17 feet to the shoreward toe of an existing private dike;

thence along the shoreward toe of said dike along the following courses:

thence South 89°58'34" West for a distance of 47.51 feet;

thence South 75°34'44" West for a distance of 84.52 feet;

thence South 76°22'50" West for a distance of 144.19 feet;

thence South 86°49'06" West for a distance of 123.25 feet;

thence South 83°23'17" West for a distance of 53.64 feet

thence South 52°03'34" West for a distance of 154.40 feet

thence South 60°36'44" West for a distance of 162.40 feet;

thence South 57°11'26" West for a distance of 37.91 feet;

thence South 84°18'16" West for a distance of 150.47 feet;

thence North 81°18'40" West for a distance of 23.19 feet;

thence North 59°20'25" West for a distance of 157.04 feet;

thence North 75°06'37" West for a distance of 51.41 feet;

thence North 86°03'03" West for a distance of 197.19 feet;

thence South 72°49'28" West for a distance of 199.44 feet;

thence South 73°46'28" West for a distance of 175.70 feet;

thence South 77°19'44" West for a distance of 98.37 feet;

thence South 62°45'10" West for a distance of 81.82 feet;

thence South 47°59'58" West for a distance of 41.72 feet;

thence South 38°45'42" West for a distance of 47.37 feet;

thence South 9°54'43" West for a distance of 46.32 feet;

thence South 4°57'43" East for a distance of 232.49 feet;

thence South 7°29'20" West for a distance of 45.49 feet;

thence South 32°16'37" West for a distance of 32.32 feet;

thence South 45°12'29" West for a distance of 124.65 feet;

thence South 31°02'09" West for a distance of 56.73 feet;

thence South 1°04'49" East for a distance of 62.76 feet;

thence South 7°09'23" West for a distance of 87.31 feet;

thence South 34°12'13" West for a distance of 76.37 feet;

thence South 29°28'34" West for a distance of 53.88 feet;

thence South 20°49'57" West for a distance of 97.17 feet;

thence South 16°35'36" West for a distance of 57.95 feet;

thence South 24°02'28" East for a distance of 47.06 feet;

thence South 30°14'48" East for a distance of 113.71 feet;

thence South 22°37'44" East for a distance of 50.41 feet;

thence South 16°25'58" East for a distance of 153.46 feet;

thence South 19°07'02" East for a distance of 98.33 feet;

thence South 1°59'30" East for a distance of 71.73 feet;

thence South 18°16'03" East for a distance of 63.90 feet;

thence South 25°02'37" East for a distance of 16.26 feet;

thence South 35°15'03" West for a distance of 18.76 feet;

thence South 64°32'29" West for a distance of 32.48 feet;

thence South 53°25'54" West for a distance of 11.34 feet;
thence South 2°57'52" West for a distance of 13.43 feet;
thence South 24°58'35" East for a distance of 21.60 feet;
thence South 36°48'01" East for a distance of 24.12 feet;
thence South 78°33'59" East for a distance of 22.93 feet;
thence North 55°42'35" East for a distance of 17.82 feet;
thence North 53°15'48" East for a distance of 21.30 feet;
thence North 57°38'26" East for a distance of 24.02 feet;
thence South 76°37'12" East for a distance of 61.94 feet;
thence South 53°12'34" East for a distance of 133.52 feet;
thence South 39°03'06" East for a distance of 41.81 feet;
thence South 21°52'44" East for a distance of 89.41 feet;
thence South 33°02'55" East for a distance of 59.52 feet;
thence South 37°58'28" East for a distance of 42.67 feet;
thence South 22°01'47" East for a distance of 74.06 feet;
thence South 6°19'15" East for a distance of 37.42 feet;
thence South 1°52'06" West for a distance of 51.05 feet;
thence South 15°30'14" East for a distance of 107.20 feet;
thence South 27°50'36" East for a distance of 132.98 feet;
thence South 25°26'00" East for a distance of 57.71 feet;
thence South 36°48'42" East for a distance of 87.04 feet;
thence South 43°35'51" East for a distance of 151.36 feet;
thence South 48°00'10" East for a distance of 111.10 feet;
thence South 53°54'59" East for a distance of 87.62 feet;
thence South 67°09'04" East for a distance of 190.50 feet;
thence South 79°51'25" East for a distance of 39.16 feet;
thence North 78°57'14" East for a distance of 78.70 feet;
thence North 59°08'44" East for a distance of 87.66 feet;
thence North 56°09'37" East for a distance of 70.60 feet;
thence North 77°22'37" East for a distance of 25.34 feet;
thence North 85°17'58" East for a distance of 50.43 feet;
thence South 60°46'35" East for a distance of 36.97 feet;
thence South 49°42'15" East for a distance of 63.03 feet;
thence South 69°16'10" East for a distance of 69.34 feet;
thence North 73°07'26" East for a distance of 52.70 feet;
thence North 69°15'28" East for a distance of 54.85 feet;
thence North 64°43'50" East for a distance of 44.80 feet;
thence North 62°38'07" East for a distance of 55.89 feet;
thence North 40°01'50" East for a distance of 99.29 feet;
thence North 28°05'03" East for a distance of 51.00 feet;
thence North 13°49'35" East for a distance of 66.25 feet;
thence North 0°34'08" West for a distance of 40.30 feet;
thence North 16°07'19" West for a distance of 62.21 feet;
thence North 9°06'43" East for a distance of 139.48 feet;
thence North 5°45'03" East for a distance of 79.90 feet;
thence North 4°54'34" East for a distance of 93.25 feet;
thence North 9°59'37" East for a distance of 153.15 feet
thence North 6°55'21" East for a distance of 88.40 feet;
thence North 2°49'27" West for a distance of 62.45 feet;
thence North 1°39'06" West for a distance of 55.18 feet;
thence North 9°48'19" East for a distance of 91.79 feet;
thence North 23°04'52" East for a distance of 80.27 feet;
thence North 29°47'58" East for a distance of 62.37 feet;
thence North 33°11'46" East for a distance of 45.41 feet;
thence North 46°58'23" East for a distance of 23.62 feet, more or less, to a
point on the shoreward toe of said dike on the East line of the Southeast
1/4 of Section 32, at a point bearing South 01°37'17" West from the
POINT OF BEGINNING;
thence North 1°37'17" East for a distance of 389.86 feet, more or less, to
the POINT OF BEGINNING;

EXCEPT the following described tract:

BEGINNING at the East 1/4 corner of Section 32, (Northeast corner of Government Lot 10, and Southeast corner Government Lot 1), Township 36 North, Range 3 East, W.M.;
thence North 1°11'15" East, along the East line of Government Lot 1 of said Section 32, for a distance of 1,314.17 feet to the shoreward toe of an existing private dike;
thence South 89°58'34" West, along the toe of said dike for a distance of 25.01 feet, more or less, to a point lying 25.00 feet Westerly (as measured perpendicular to the East line of Government Lot 1);
thence South 1°11'15" West, parallel to the East line of Government Lot 1 for a distance of 1,728.15 feet, more or less, to the shoreward toe of an existing dike on the West side of Edison slough;
thence along the shoreward toe of said dike the following courses:
thence North 33°11'46" East for a distance of 9.66 feet;
thence North 46°58'23" East for a distance of 23.62 feet, more or less, to a point on the East line of the Southeast 1/4 of Section 32, at a point bearing South 01°37'17" West from the POINT OF BEGINNING;
thence North 01°37'17" East for a distance of 389.86 feet to the POINT OF BEGINNING.

EXCEPT any portion of Dike District No. 4 ownership (if any).

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

Situate in the County of Skagit, State of Washington.

Note: The above description is intended to describe the area of Protected Property under the Grant Deed of Conservation Easement. No determination of actual ownership limits was made for this area.

Exhibit B**Legal Description of the Residential Zone
(Portion of Skagit County Assessor's Parcel Number P-48507)**

A residential zone over, under and across a portion of Government Lot 10, Section 32, Township 36 North, Range 3 East, W.M., more particularly described as follows:

BEGINNING at the East 1/4 corner of Section 32, (Northeast corner of Government Lot 10), Township 36 North, Range 3 East, W.M.;

thence South 01°37'17" West, along the East line of the Southeast 1/4 of said Section 32, for a distance of 1,115.67 feet;

thence North 88°22'43" West for a distance of 140.29 feet, more or less, to the shoreward toe of an existing dike along the Westerly side of Edison Slough and being the TRUE POINT OF BEGINNING;

thence South 67°52'01" West for a distance of 434.69 feet;

thence South 12°44'55" East for a distance of 428.97 feet, more or less, to said shoreward toe of the existing dike along the Westerly side of Edison Slough;

thence North Easterly along the shoreward toe of said dike along the following courses:

thence North 73°07'26" East for a distance of 52.70 feet;

thence North 69°15'28" East for a distance of 54.85 feet;

thence North 64°43'50" East for a distance of 44.80 feet;

thence North 62°38'07" East for a distance of 55.89 feet;

thence North 40°01'50" East for a distance of 99.29 feet;

thence North 28°05'03" East for a distance of 51.00 feet;

thence North 13°49'35" East for a distance of 66.25 feet;

thence North 0°34'08" West for a distance of 40.30 feet;

thence North 16°07'19" West for a distance of 62.21 feet;

thence North 9°06'43" East for a distance of 139.48 feet;

thence North 5°45'03" East for a distance of 79.90 feet, more or less, to the TRUE POINT OF BEGINNING.

TOGETHER WITH mutually beneficial non-exclusive access over, under and across the existing gravel driveway as it currently exists over a portion of the agricultural zone as shown on Exhibit E (map).

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

Situate in the County of Skagit, State of Washington.

Containing 151,374 sq ft, 3.5 acres

Note: The above description is intended to describe the area of Protected Property under the Grant Deed of Conservation Easement that comprises the Residential Zone. No determination of actual ownership limits was made for this area.

Exhibit C

Legal Description of the Agricultural and Habitat Conservation Zone (Portion of Skagit County Assessor's Parcel Numbers P-48497, P-48499, and P-48507)

An agricultural and habitat conservation zone over, under and across portions of Government Lots 1, 2, 3 and 10, Section 32, Township 36 North, Range 3 East, W.M., more particularly described as follows:

BEGINNING at the East 1/4 corner of Section 32, (Northeast corner of Government Lot 10, and Southeast corner Government Lot 1), Township 36 North, Range 3 East, W.M.;

thence North 1°11'15" East, along the East line of Government Lot 1 of said Section 32, for a distance of 1,314.17 feet to the shoreward toe of an existing private dike;

thence South 89°58'34" West, along the toe of said dike for a distance of 25.01 feet, more or less, to a point lying 25.00 feet Westerly (as measured perpendicular to the East line of Government Lot 1) and being the TRUE POINT OF BEGINNING;

thence along the shoreward toe of said dike along the following courses:

thence South 89°58'34" West for a distance of 22.50 feet;

thence South 75°34'44" West for a distance of 84.52 feet;

thence South 76°22'50" West for a distance of 144.19 feet;

thence South 86°49'06" West for a distance of 123.25 feet;

thence South 83°23'17" West for a distance of 53.64 feet

thence South 52°03'34" West for a distance of 154.40 feet

thence South 60°36'44" West for a distance of 162.40 feet;

thence South 57°11'26" West for a distance of 37.91 feet;

thence South 84°18'16" West for a distance of 150.47 feet;

thence North 81°18'40" West for a distance of 23.19 feet;

thence North 59°20'25" West for a distance of 157.04 feet;

thence North 75°06'37" West for a distance of 51.41 feet;

thence North 86°03'03" West for a distance of 197.19 feet;

thence South 72°49'28" West for a distance of 199.44 feet;

thence South 73°46'28" West for a distance of 175.70 feet;

thence South 77°19'44" West for a distance of 98.37 feet;

thence South 62°45'10" West for a distance of 81.82 feet;

thence South 47°59'58" West for a distance of 41.72 feet;

thence South 38°45'42" West for a distance of 47.37 feet;

thence South 9°54'43" West for a distance of 46.32 feet;

thence South 4°57'43" East for a distance of 232.49 feet;

thence South 7°29'20" West for a distance of 45.49 feet;

thence South 32°16'37" West for a distance of 32.32 feet;

thence South 45°12'29" West for a distance of 124.65 feet;

thence South 31°02'09" West for a distance of 56.73 feet;

thence South 1°04'49" East for a distance of 62.76 feet;

thence South 7°09'23" West for a distance of 87.31 feet;

thence South 34°12'13" West for a distance of 76.37 feet;

thence South 29°28'34" West for a distance of 53.88 feet;

thence South 20°49'57" West for a distance of 97.17 feet;

thence South 16°35'36" West for a distance of 57.95 feet;

thence South 24°02'28" East for a distance of 47.06 feet;

thence South 30°14'48" East for a distance of 113.71 feet;

thence South 22°37'44" East for a distance of 50.41 feet;

thence South 16°25'58" East for a distance of 153.46 feet;

thence South 19°07'02" East for a distance of 98.33 feet;

thence South 1°59'30" East for a distance of 71.73 feet;

thence South 18°16'03" East for a distance of 63.90 feet;

thence South 25°02'37" East for a distance of 16.26 feet;

thence South 35°15'03" West for a distance of 18.76 feet;
thence South 64°32'29" West for a distance of 32.48 feet;
thence South 53°25'54" West for a distance of 11.34 feet;
thence South 2°57'52" West for a distance of 13.43 feet;
thence South 24°58'35" East for a distance of 21.60 feet;
thence South 36°48'01" East for a distance of 24.12 feet;
thence South 78°33'59" East for a distance of 22.93 feet;
thence North 55°42'35" East for a distance of 17.82 feet;
thence North 53°15'48" East for a distance of 21.30 feet;
thence North 57°38'26" East for a distance of 24.02 feet;
thence South 76°37'12" East for a distance of 61.94 feet;
thence South 53°12'34" East for a distance of 133.52 feet;
thence South 39°03'06" East for a distance of 41.81 feet;
thence South 21°52'44" East for a distance of 89.41 feet;
thence South 33°02'55" East for a distance of 59.52 feet;
thence South 37°58'28" East for a distance of 42.67 feet;
thence South 22°01'47" East for a distance of 74.06 feet;
thence South 6°19'15" East for a distance of 37.42 feet;
thence South 1°52'06" West for a distance of 51.05 feet;
thence South 15°30'14" East for a distance of 107.20 feet;
thence South 27°50'36" East for a distance of 132.98 feet;
thence South 25°26'00" East for a distance of 57.71 feet;
thence South 36°48'42" East for a distance of 87.04 feet;
thence South 43°35'51" East for a distance of 151.36 feet;
thence South 48°00'10" East for a distance of 111.10 feet;
thence South 53°54'59" East for a distance of 87.62 feet;
thence South 67°09'04" East for a distance of 190.50 feet;
thence South 79°51'25" East for a distance of 39.16 feet;
thence North 78°57'14" East for a distance of 78.70 feet;
thence North 59°08'44" East for a distance of 87.66 feet;
thence North 56°09'37" East for a distance of 70.60 feet;
thence North 77°22'37" East for a distance of 25.34 feet;
thence North 85°17'58" East for a distance of 50.43 feet;
thence South 60°46'35" East for a distance of 36.97 feet;
thence South 49°42'15" East for a distance of 63.03 feet;
thence South 69°16'10" East for a distance of 69.34 feet;
thence North 73°07'26" East for a distance of 52.70 feet;
thence North 69°15'28" East for a distance of 54.85 feet;
thence North 64°43'50" East for a distance of 44.80 feet;
thence North 62°38'07" East for a distance of 55.89 feet;
thence North 40°01'50" East for a distance of 99.29 feet;
thence North 28°05'03" East for a distance of 51.00 feet;
thence North 13°49'35" East for a distance of 66.25 feet;
thence North 0°34'08" West for a distance of 40.30 feet;
thence North 16°07'19" West for a distance of 62.21 feet;
thence North 9°06'43" East for a distance of 139.48 feet;
thence North 5°45'03" East for a distance of 79.90 feet;
thence North 4°54'34" East for a distance of 93.25 feet;
thence North 9°59'37" East for a distance of 153.15 feet;
thence North 6°55'21" East for a distance of 88.40 feet;
thence North 2°49'27" West for a distance of 62.45 feet;
thence North 1°39'06" West for a distance of 55.18 feet;
thence North 9°48'19" East for a distance of 91.79 feet;
thence North 23°04'52" East for a distance of 80.27 feet;
thence North 29°47'58" East for a distance of 62.37 feet;
thence North 33°11'46" East for a distance of 35.75 feet, more or less, to a point on the shoreward toe of said dike at a point bearing South 1°11'15" West from the TRUE POINT OF BEGINNING;
thence North 1°11'15" East for a distance of 1,728.15 feet, more or less, to the TRUE POINT OF BEGINNING.

EXCEPT any portion thereof (if any) within Dike District No. 4 ownership;

ALSO EXCEPT residential zone described in Exhibit B.

SUBJECT TO mutually beneficial non-exclusive access over, under and across the existing gravel driveway as it currently exists over a portion of the agricultural zone as shown on Exhibit E (map).

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

Situate in the County of Skagit, State of Washington.

Containing 4,591,997 sq ft, 105.4 acres

Note: The above description is intended to describe the area of Protected Property under the Grant Deed of Conservation Easement that comprises the Agricultural and Habitat Conservation Zone. No determination of actual ownership limits was made for this area.

Exhibit D**Legal Description of the Habitat Conservation Zone
(Portion of Skagit County Assessor's Parcel Numbers
P-48497, P-48499, and P-48507)**

A habitat conservation zone over, under and across portions of Section 32, Township 36 North, Range 3 East, W.M., lying waterward of the following described line:

BEGINNING at the East 1/4 corner of Section 32, (Northeast corner of Government Lot 10, and Southeast corner Government Lot 1), Township 36 North, Range 3 East, W.M.;

thence North 1°11'15" East, along the East line of Government Lot 1 of said Section 32, for a distance of 1,314.17 feet to the shoreward toe of an existing private dike;

thence along the shoreward toe of said dike along the following courses:

thence South 89°58'34" West for a distance of 47.51 feet;
 thence South 75°34'44" West for a distance of 84.52 feet;
 thence South 76°22'50" West for a distance of 144.19 feet;
 thence South 86°49'06" West for a distance of 123.25 feet;
 thence South 83°23'17" West for a distance of 53.64 feet
 thence South 52°03'34" West for a distance of 154.40 feet
 thence South 60°36'44" West for a distance of 162.40 feet;
 thence South 57°11'26" West for a distance of 37.91 feet;
 thence South 84°18'16" West for a distance of 150.47 feet;
 thence North 81°18'40" West for a distance of 23.19 feet;
 thence North 59°20'25" West for a distance of 157.04 feet;
 thence North 75°06'37" West for a distance of 51.41 feet;
 thence North 86°03'03" West for a distance of 197.19 feet;
 thence South 72°49'28" West for a distance of 199.44 feet;
 thence South 73°46'28" West for a distance of 175.70 feet;
 thence South 77°19'44" West for a distance of 98.37 feet;
 thence South 62°45'10" West for a distance of 81.82 feet;
 thence South 47°59'58" West for a distance of 41.72 feet;
 thence South 38°45'42" West for a distance of 47.37 feet;
 thence South 9°54'43" West for a distance of 46.32 feet;
 thence South 4°57'43" East for a distance of 232.49 feet;
 thence South 7°29'20" West for a distance of 45.49 feet;
 thence South 32°16'37" West for a distance of 32.32 feet;
 thence South 45°12'29" West for a distance of 124.65 feet;
 thence South 31°02'09" West for a distance of 56.73 feet;
 thence South 1°04'49" East for a distance of 62.76 feet;
 thence South 7°09'23" West for a distance of 87.31 feet;
 thence South 34°12'13" West for a distance of 76.37 feet;
 thence South 29°28'34" West for a distance of 53.88 feet;
 thence South 20°49'57" West for a distance of 97.17 feet;
 thence South 16°35'36" West for a distance of 57.95 feet;
 thence South 24°02'28" East for a distance of 47.06 feet;
 thence South 30°14'48" East for a distance of 113.71 feet;
 thence South 22°37'44" East for a distance of 50.41 feet;
 thence South 16°25'58" East for a distance of 153.46 feet;
 thence South 19°07'02" East for a distance of 98.33 feet;
 thence South 1°59'30" East for a distance of 71.73 feet;
 thence South 18°16'03" East for a distance of 63.90 feet;
 thence South 25°02'37" East for a distance of 16.26 feet;
 thence South 35°15'03" West for a distance of 18.76 feet;
 thence South 64°32'29" West for a distance of 32.48 feet;
 thence South 53°25'54" West for a distance of 11.34 feet;
 thence South 2°57'52" West for a distance of 13.43 feet;
 thence South 24°58'35" East for a distance of 21.60 feet;

thence South 36°48'01" East for a distance of 24.12 feet;
 thence South 78°33'59" East for a distance of 22.93 feet;
 thence North 55°42'35" East for a distance of 17.82 feet;
 thence North 53°15'48" East for a distance of 21.30 feet;
 thence North 57°38'26" East for a distance of 24.02 feet;
 thence South 76°37'12" East for a distance of 61.94 feet;
 thence South 53°12'34" East for a distance of 133.52 feet;
 thence South 39°03'06" East for a distance of 41.81 feet;
 thence South 21°52'44" East for a distance of 89.41 feet;
 thence South 33°02'55" East for a distance of 59.52 feet;
 thence South 37°58'28" East for a distance of 42.67 feet;
 thence South 22°01'47" East for a distance of 74.06 feet;
 thence South 6°19'15" East for a distance of 37.42 feet;
 thence South 1°52'06" West for a distance of 51.05 feet;
 thence South 15°30'14" East for a distance of 107.20 feet;
 thence South 27°50'36" East for a distance of 132.98 feet;
 thence South 25°26'00" East for a distance of 57.71 feet;
 thence South 36°48'42" East for a distance of 87.04 feet;
 thence South 43°35'51" East for a distance of 151.36 feet;
 thence South 48°00'10" East for a distance of 111.10 feet;
 thence South 53°54'59" East for a distance of 87.62 feet;
 thence South 67°09'04" East for a distance of 190.50 feet;
 thence South 79°51'25" East for a distance of 39.16 feet;
 thence North 78°57'14" East for a distance of 78.70 feet;
 thence North 59°08'44" East for a distance of 87.66 feet;
 thence North 56°09'37" East for a distance of 70.60 feet;
 thence North 77°22'37" East for a distance of 25.34 feet;
 thence North 85°17'58" East for a distance of 50.43 feet;
 thence South 60°46'35" East for a distance of 36.97 feet;
 thence South 49°42'15" East for a distance of 63.03 feet;
 thence South 69°16'10" East for a distance of 69.34 feet;
 thence North 73°07'26" East for a distance of 52.70 feet;
 thence North 69°15'28" East for a distance of 54.85 feet;
 thence North 64°43'50" East for a distance of 44.80 feet;
 thence North 62°38'07" East for a distance of 55.89 feet;
 thence North 40°01'50" East for a distance of 99.29 feet;
 thence North 28°05'03" East for a distance of 51.00 feet;
 thence North 13°49'35" East for a distance of 66.25 feet;
 thence North 0°34'08" West for a distance of 40.30 feet;
 thence North 16°07'19" West for a distance of 62.21 feet;
 thence North 9°06'43" East for a distance of 139.48 feet;
 thence North 5°45'03" East for a distance of 79.90 feet;
 thence North 4°54'34" East for a distance of 93.25 feet;
 thence North 9°59'37" East for a distance of 153.15 feet;
 thence North 6°55'21" East for a distance of 88.40 feet;
 thence North 2°49'27" West for a distance of 62.45 feet;
 thence North 1°39'06" West for a distance of 55.18 feet;
 thence North 9°48'19" East for a distance of 91.79 feet;
 thence North 23°04'52" East for a distance of 80.27 feet;
 thence North 29°47'58" East for a distance of 62.37 feet;
 thence North 33°11'46" East for a distance of 45.41 feet;
 thence North 46°58'23" East for a distance of 23.62 feet, more or less, to a
 point on the shoreward toe of said dike on the East line of the Southeast
 1/4 of Section 32, at a point bearing South 01°37'17" West from the
 POINT OF BEGINNING and being the terminus of said line.

EXCEPT any portion of Dike District No. 4 ownership (if any).

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

Situate in the County of Skagit, State of Washington.

Note: The above description is intended to describe the area of Protected Property under the Grant Deed of Conservation Easement that comprises the Habitat Conservation Zone. No determination of actual ownership limits was made for this area.

EXHIBIT "E"

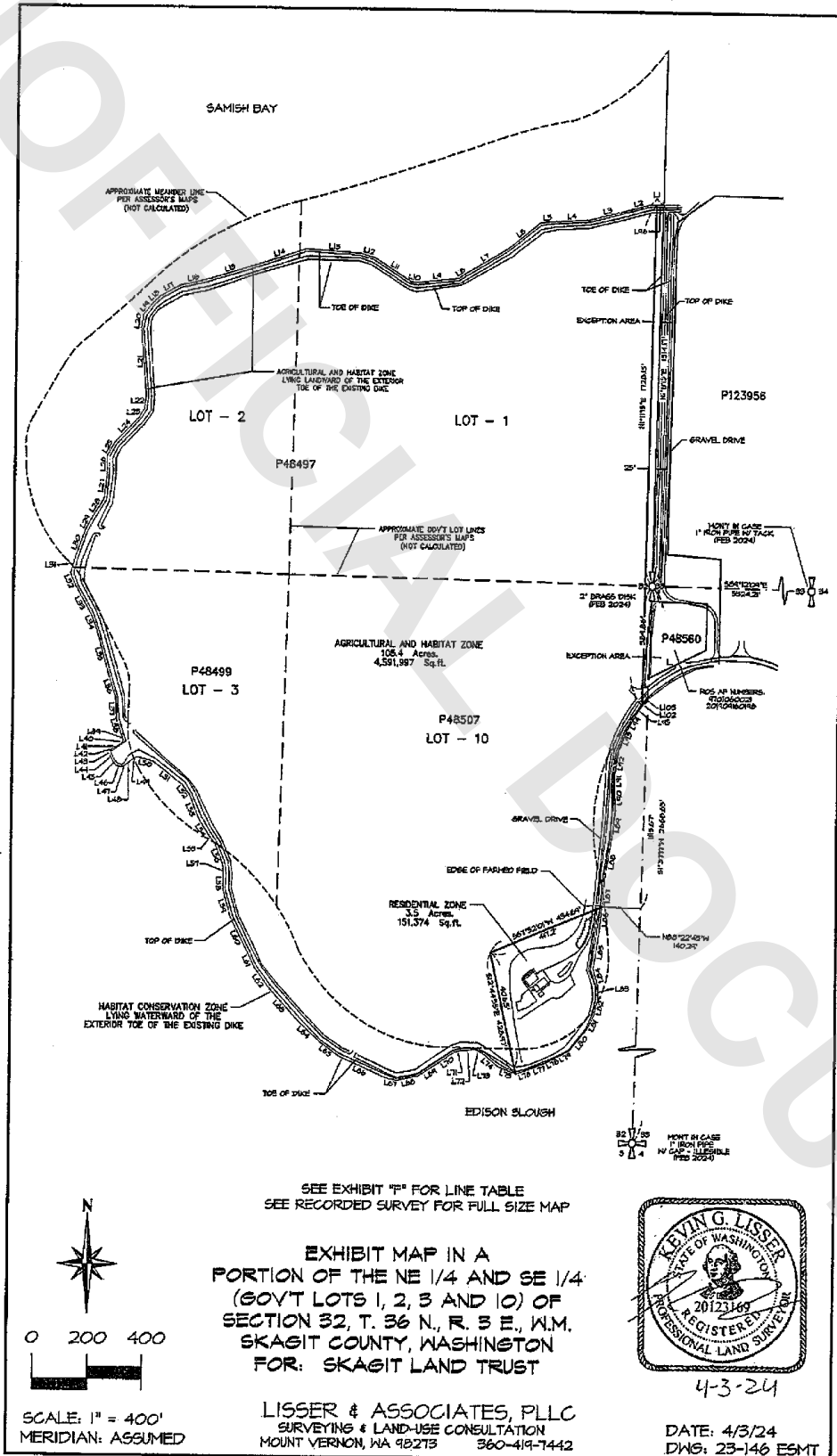


EXHIBIT "F"

LINE TABLE

NUM	BEARING	DISTANCE	NUM	BEARING	DISTANCE
L1	S89°58'54"W	47.51'	L50	S76°37'12"E	61.94'
L2	S75°34'44"W	84.32'	L51	S53°12'34"E	139.52'
L3	S76°22'50"W	144.19'	L52	S39°03'06"E	41.81'
L4	S86°49'06"W	123.25'	L53	S21°52'44"E	89.41'
L5	S83°23'17"W	53.64'	L54	S33°02'53"E	59.52'
L6	S52°03'34"W	154.40'	L55	S37°58'28"E	42.67'
L7	S60°36'44"W	162.40'	L56	S22°01'47"E	74.06'
L8	S57°11'26"W	37.91'	L57	S6°19'15"E	37.42'
L9	S84°18'16"W	150.47'	L58	S1°52'06"W	51.05'
L10	N81°18'40"W	23.19'	L59	S15°30'14"E	107.20'
L11	N59°20'25"W	157.04'	L60	S27°50'36"E	132.98'
L12	N75°06'37"W	51.41'	L61	S25°26'00"E	57.71'
L13	N86°03'03"W	197.19'	L62	S36°48'42"E	87.04'
L14	S72°49'28"W	199.44'	L63	S43°35'51"E	151.36'
L15	S73°46'28"W	175.70'	L64	S48°00'10"E	111.10'
L16	S77°19'44"W	98.37'	L65	S33°54'59"E	87.62'
L17	S62°45'10"W	81.82'	L66	S37°09'04"E	190.50'
L18	S47°59'58"W	41.72'	L67	S79°51'25"E	39.16'
L19	S38°45'42"W	47.37'	L68	N78°57'14"E	78.70'
L20	S9°54'43"W	46.32'	L69	N59°08'44"E	87.66'
L21	S4°57'43"E	232.49'	L70	N56°09'37"E	70.60'
L22	S7°29'20"W	45.49'	L71	N77°22'57"E	25.34'
L23	S32°16'37"W	32.32'	L72	N85°17'58"E	50.43'
L24	S45°12'29"W	124.65'	L73	S60°46'35"E	36.97'
L25	S31°02'09"W	56.73'	L74	S49°42'15"E	63.03'
L26	S1°04'44"E	62.76'	L75	S69°16'10"E	64.34'
L27	S7°09'28"W	87.31'	L76	N73°07'26"E	52.70'
L28	S34°12'13"W	76.37'	L77	N69°15'28"E	54.85'
L29	S29°28'34"W	53.88'	L78	N64°43'50"E	44.80'
L30	S20°49'57"W	97.17'	L79	N62°38'07"E	55.89'
L31	S16°35'36"W	57.45'	L80	N40°01'50"E	99.29'
L32	S24°02'28"E	47.06'	L81	N28°05'03"E	51.00'
L33	S30°14'48"E	113.71'	L82	N13°49'35"E	66.25'
L34	S22°37'44"E	50.41'	L83	N0°34'08"W	40.30'
L35	S16°25'58"E	153.46'	L84	N16°07'19"W	62.21'
L36	S19°07'02"E	98.33'	L85	N9°06'43"E	139.48'
L37	S1°59'30"E	71.73'	L86	N5°45'03"E	79.90'
L38	S18°16'03"E	63.90'	L87	N4°54'34"E	93.25'
L39	S25°02'37"E	16.26'	L88	N4°59'37"E	153.15'
L40	S35°15'03"W	18.76'	L89	N6°55'21"E	88.40'
L41	S64°32'29"W	32.48'	L90	N2°49'27"W	62.45'
L42	S53°25'54"W	11.34'	L91	N1°39'06"W	55.18'
L43	S2°57'52"W	13.43'	L92	N9°48'19"E	91.79'
L44	S24°58'35"E	21.60'	L93	N23°04'52"E	80.27'
L45	S36°48'01"E	24.12'	L94	N29°47'58"E	62.37'
L46	S78°33'59"E	22.43'	L95	N33°11'46"E	35.75'
L47	N55°42'35"E	17.82'	L96	S89°58'34"W	25.01'
L48	N53°15'48"E	21.30'	L102	N53°11'46"E	4.66'
L49	N57°38'26"E	24.02'	L103	N46°58'23"E	23.62'

EXHIBIT MAP IN A
PORTION OF THE NE 1/4 AND SE 1/4
(GOV'T LOTS 1, 2, 3 AND 10)
SECTION 32, T. 36 N., R. 3 E., W.M.
SKAGIT COUNTY, WASHINGTON
FOR: SKAGIT LAND TRUST



4-3-24

LISSER & ASSOCIATES, PLLC
SURVEYING & LAND-USE CONSULTATION
MOUNT VERNON, WA 98275 360-419-7442

DATE: 4/3/24
DWG: 23-146 ESMT

MERIDIAN: ASSUMED

Baseline Report
EDISON DAVIS CONSERVATION EASEMENT



November 19, 2024
Kari Odden, M.S.
Conservation Project Manager, Skagit Land Trust

EDISON DAVIS CONSERVATION EASEMENT – Skagit Land Trust

Grantor Information: Jan Davis and Randy King

Vesting: Title to the fee simple interest in the Land is vested in Jan Davis, as her separate property as to Parcels "A", "B", "D", "E" and an undivided 50% interest in Parcel "C"; and, in Randolph A. King as to an undivided 50% in Parcel "C", as referenced in the preliminary title map in Appendix G.

Location: North of the town of Edison
544 Smith Rd
Bow, WA 98323
Skagit County, Washington
Portions of S32, T36, R03

Legal Description: Ptns of Gvt Lots 1, 2, 3, and 10 of S32, T33N, R2E, W.M.
Full legal descriptions of Protected Property and zones are included in Appendices A-D.

Assessor's Tax Parcel #'s P48507; 360332-0-010-0005, (43.18 acres)
P48497; 360332-0-001-0006, (42 acres)
P48499; 360332-0-003-0004, (43.17 acres)

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

Property Information

Acres: The entire Property is 128.35 acres (approximate). The property permanently protected by the CE (the Protected Property) excludes a strip of land along the eastern inland boundary of approximately 0.6 acres.

Number of Homes: one home, garage / storage building, greenhouse

Elevation: below sea level (tidelands) to 25 ft.

County Zoning: Ag-NRL

Survey: Surveyed and recorded under AF# _____

Driving Directions: Drive North on WA-11/Chuckanut Drive. Turn left (west) onto W Bow Hill Road. Turn right (north) onto Smith Road and drive to the end of the public road. Continue straight through private drive located along the slough.

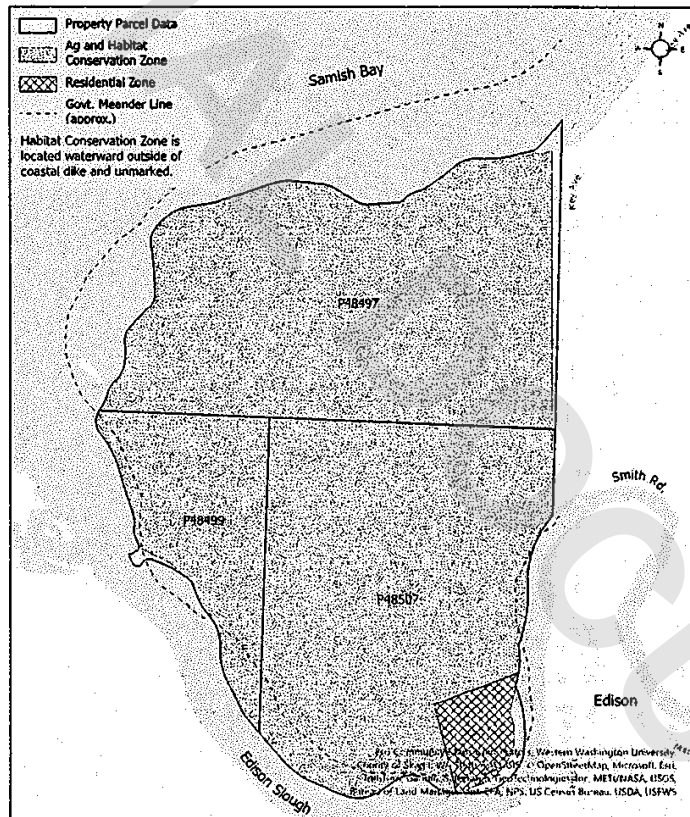
Boundaries: The boundaries have been marked by surveyor Lisser and Associates.

Site Overview

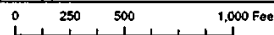
The Property is surrounded on three sides by Samish Bay and the tidally influenced mouth of Edison Slough, a freshwater river. The shoreline is diked. Landward of the dikes, most of the Property is in agricultural use. There is a residential area with a home and associated buildings and a gravel driveway. Waterward of the dikes, the Property has a fringe of estuarine wetlands, especially along the slough, and tidelands that extend into the bay. The agricultural area includes a pond and drainage ditches. The Property is zoned Agriculture – Natural Resource Lands and the Property is in Current Use – Agriculture tax designation.

According to the title company, the Property is assumed to include tidelands to the meander line, which it included in a map as an estimate only. The County Assessor assigns 128.36 acres to the Property. As measured in GIS and identified in the appraisal, approximately 108 acres of these are uplands, including the dike, and the remaining 20 acres are estuarine wetlands and tidelands.

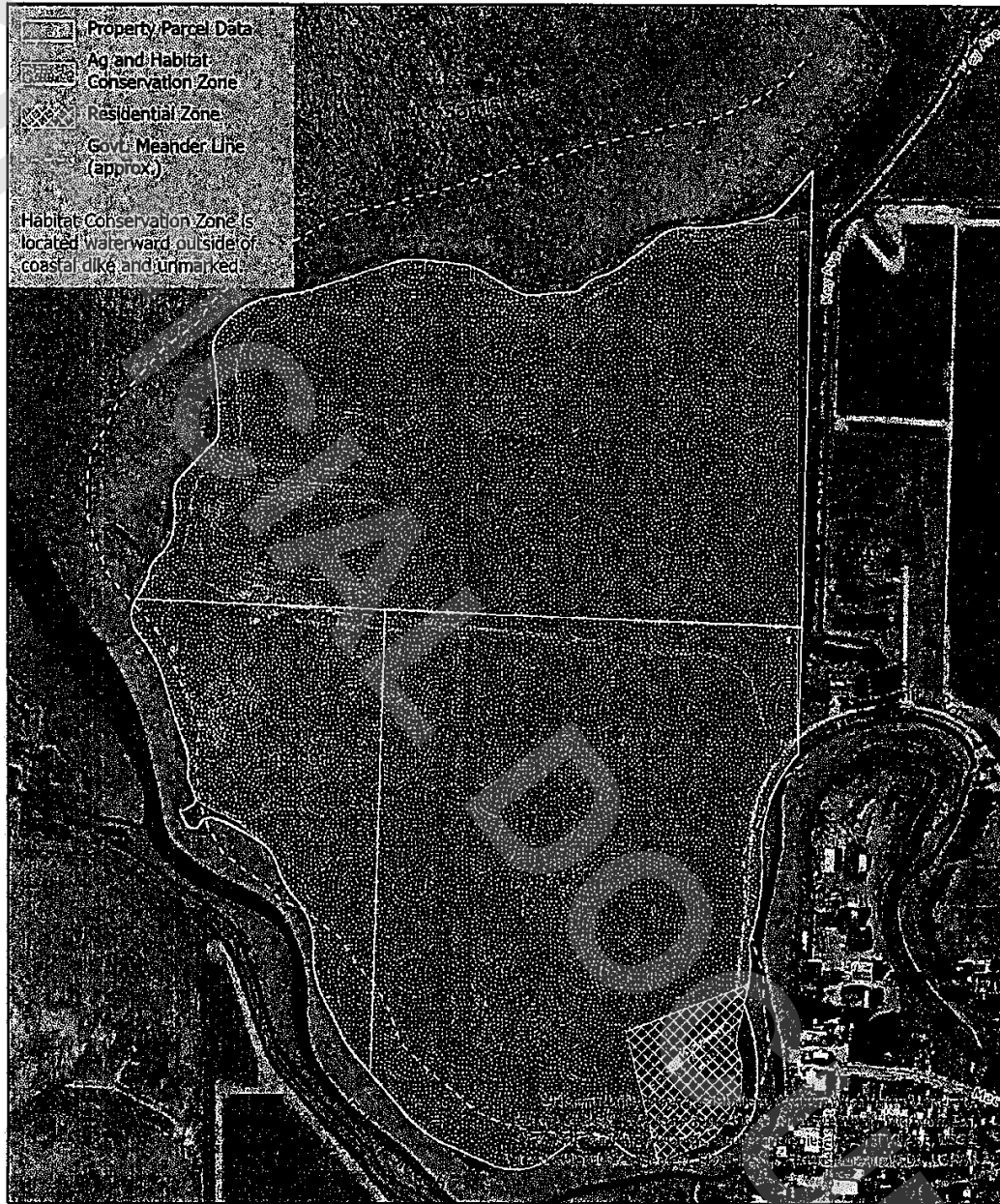
There is an interior dike managed by the local dike and drainage district. Except for a short section of interior dike near the driveway, it is not located on the Property. In order to provide space for future dike maintenance by the dike and drainage district, a narrow strip of land along the eastern land boundary is excluded from the Protected Property. The exclusion area is roughly 0.6 acres, approximately 25' wide at the northern end and 5' wide at the southern end.



Map 2024.06
Datsets: Skagit County Parcel Data; ESRI base map; Survey data. Cora was used during the compilation of this map to ensure accuracy; however, Skagit Land Trust cannot accept responsibility for errors or omissions.



Samish Bay - Davis-King Conservation Easement Zones



Map 2024.06

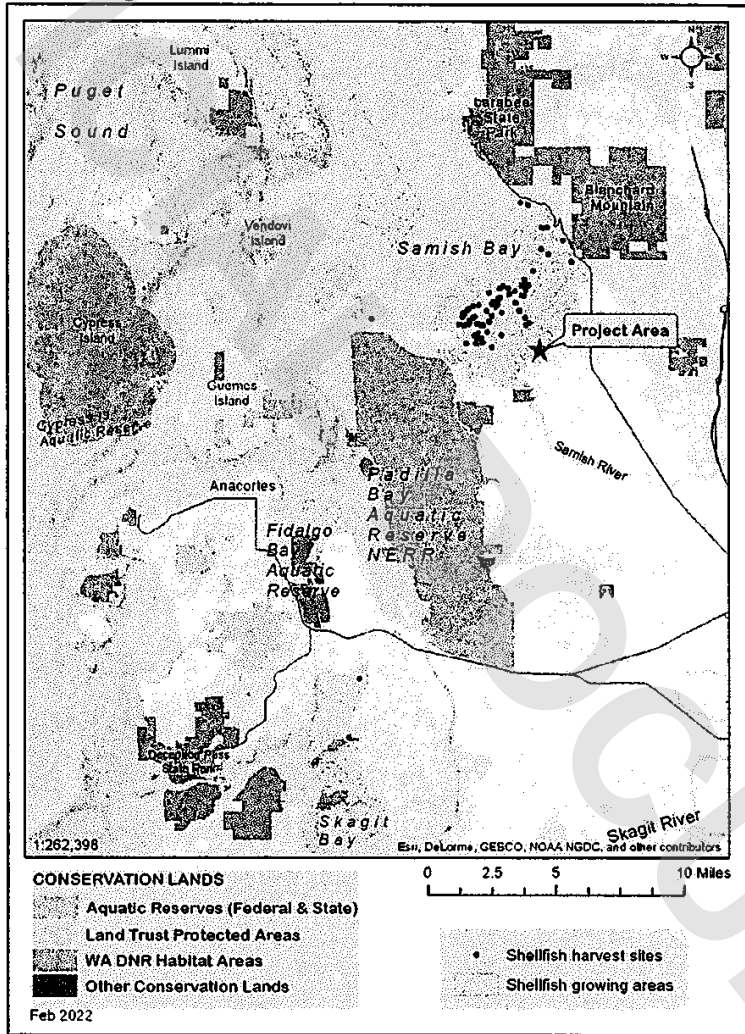
Datasets: Skagit County Parcel Data; ESRI base map; Survey data. Care was used during the compilation of this map to ensure accuracy; however, Skagit Land Trust cannot accept responsibility for errors or omissions.

0 250 500 1,000 Feet

Geographic Context

The Property is on the Samish Delta, located on Samish Bay and Edison Slough, in Skagit County, Washington. The Property is ringed on three sides by Edison Slough and Samish Bay. There is agricultural land and two residences directly west. Immediate nearby land ownership is largely agricultural with some residential. The Village of Edison is located directly across Edison Slough from the Residential Zone.

There are nearby publicly owned or protected properties, including SLT's Samish Island Conservation Area, WDNR tidelands and Blanchard Mountain, Larabee State Park, and WDFW's Samish Unit of the Skagit Wildlife Area, the West 90. Samish Bay connects to other protected marine waters, including two DNR marine reserves and Padilla Bay NERR. The Samish watershed is the focus of the Clean Samish Initiative, a collaborative effort by federal, state, and local government, tribes, and farming and non-profit organizations, to protect the health of the Samish Watershed and Bay. Samish Bay is important for commercial shellfish farming.



Map above: Nearby protected and recreational lands.

Site Boundaries

The Property is bounded by the dikes along the north, west and south. The dikes and the eastern property boundary are surveyed. The CE boundary is located just west of that boundary line, ranging from 5 to 25 feet, and is marked. The meander line and tidelands are not surveyed.

Geology

Landforms

The Property is level, with a slight rise toward the southern portion of land and residential area. The agricultural fields and residential area lie below Mean High High Water (MHHW). This lower elevation likely occurred due to subsidence of the tilled land. Surface geology sediment type is Quaternary alluvium.

Soils – Soils map and information is from the USDA’s Web Soil Survey

The north and portions of the central and west portions of the Property are classified as *Skagit silt loam* (USGS Soil Type 123) and comprise 63.6% of the Property. The farmland classification is prime farmland if drained. It is located in flood plains and deltas with a slope of 0 to 1%. The parent material is alluvium and volcanic ash. The surface layer is silt loam (0 to 12 inches). The subsoil is silt loam (12 to 50 inches). The substratum is very fine sandy loam (50 to 60 inches). The soil class is poorly drained. The non-irrigated land capability classification is 4w.

The southwest, southeast, and a portion of the eastern areas of the Property are classified as *Mount Vernon very fine sandy loam* (USGS Soil Type 96) and comprise 21.3% of the Property. The farmland classification is prime farmland. It is located in floodplains with a slope of 0 to 3%. The parent material is alluvium and volcanic ash. The surface layer is ashy very fine sandy loam (0 to 10 inches). The subsoil is stratified ashy sand to very fine sandy loam (10 to 29 inches). The substratum is stratified fine sand to silt loam (29 to 60 inches). This soil class is moderately well drained. The non-irrigated land capability classification is 3w.

The south-central area of the Property is classified as *Sumas silt loam* (USGS Soil Type 136) and comprises 11% of the Property. The farmland classification is prime farmland if drained. It is located in floodplains and deltas with a slope of 0 to 2%. The parent material is alluvium. The surface layer is silt loam (0 to 6 inches). The subsoil is silty clay loam (6 to 16 inches). The substratum is coarse sand (16 to 60 inches). The soil class is poorly drained. The non-irrigated land capability classification is 3w.

No soil types are identified by USGS for the Habitat Conservation Zone located waterward of the dikes.

Minerals and Mining: There are no severed mineral rights on these parcels.



Map above: Web soil survey map showing the location of various soil types on the Property.

Hydrology

The Property has 7,400' of marine shoreline, approximately 1.4 miles, along Samish Bay and freshwater Edison Slough. Edison Slough empties into Samish Bay via a single channel at the Property. The entire length of slough along the Property is tidally influenced and is part of a fresh-saltwater interface, important for salmonids. It was once the north fork of the Samish River, separated by dikes constructed for agriculture and flood control (Williams and Phinney, 1975). Edison Slough now originates from upland springs and seasonal runoff.

The Property is in the 100-year FEMA floodplain. A wetland reconnaissance study completed by Ducks Unlimited classified the majority of the Property as wetlands; however, due to ag use and an exterior dike that extends the entire shoreline, the interior wetlands are not functional. A single tidegate drains the interior wetlands and agricultural channels. There is a small interior open wetland and saltmarsh areas outside of dikes.

Waterward of the dike is estuary habitat. The nearshore zone has decreased ecosystem function due to the dikes. The marine dike eliminates tidal flow, access to shallow estuarine habitats, and tidal channel formation, and disrupts the import and export of detritus and aquatic organisms. The Property may provide an opportunity for restoration of delta tidal processes, which have largely disappeared from Samish Bay. The CE allows for restoration, such as dike setback or removal, that could restore shoreline and delta processes to any portion of the project area.



Map above: Hillshade map showing landforms and site hydrology.

Priority Habitats and Species –

Salmonids – Five species of salmon are present in Samish Bay and there are four species in the Samish watershed. The Samish is an important watershed for Winter Steelhead. It is also important for Coho production and floodplain habitat is especially important (Smith, 2003). A fish study in Edison Slough identified juvenile salmonids, including natural origin Chinook, coho, and chum (Warinner, 2005). The State of Washington Integrated Fish Data (SWIFD) identifies the presence of the following species along the Property's tidelands, saltmarsh, and /or shorelines:

- Puget Sound Chinook – Federally Threatened; Critical Habitat
- Puget Sound Steelhead DPS Ecologically Significant Unit (ESU), winter – Federally Threatened; Critical Habitat; Samish River and Bellingham Bay populations
- Bull Trout – Federally Threatened, Foraging Migration and Overwintering Habitat Areas
- Pink Salmon – Essential Fish Habitat identified under the Magnuson-Stevens Act
- Coho Salmon – Ecologically Significant Unit, ESA Species of Concern
- Chum salmon ESU, fall and winter - Important rearing habitat

The Project is located within several designated critical habitats. The Project's nearshore, including the tidelands, is ESA Critical Habitat for Puget Sound Chinook, Puget Sound Bull Trout and Puget Sound Steelhead. Puget Sound Chinook salmon, Puget Sound Steelhead, and the Coastal Recovery Unit of bull trout are all listed as threatened under the ESA. The Skagit Chinook Recovery Plan identifies delta estuary habitat as a limiting factor (SRSC and WDFW, 2005). According to the Coastal Recovery Unit Implementation Plan for Bull Trout (USFWS, 2015), the Project supports two Foraging Migration and Overwintering (FMO) Areas - Puget Sound Marine and Samish River.

The freshwater/saltwater mixing zone in Edison Slough is critical for smoltification of some salmonids, including Chinook and Chum. Edison Slough provides fish habitat for coho, chum, chinook, steelhead, and cutthroat (SalmonScape; Warinner and McGowan, 2004; Warinner, 2005), with chum and cutthroat most abundant in the lower reaches. The Samish chinook are predominantly hatchery; however, there are some non-hatchery juvenile chinook in the watershed and slough (Smith, 2003; Warinner, 2005). There are also larger, older chinook that forage in Edison Slough.

Shellfish - The Project's intertidal areas are highly productive habitat for bivalves. Samish Bay is a commercially important shellfish growing area. The health of the bay is a priority for growers, Skagit County and Ecology. The CE supports goals of Clean Samish Initiative, the Revised Code of Washington for Shellfish Districts, and Skagit County Code for Clean Water Shellfish Protection Districts by preventing new septic systems and prohibiting livestock, the two key sources of watershed contaminants. WDFW's Marine Shoreline Habitats Assessment identifies the project nearshore areas as important for crab and hard-shell clams.

Birds - The Property protects existing bird habitat, including wintering/summering, foraging and staging habitat. It maintains habitat linkages between the nearshore and wetlands that are critical to coastal-dependent and migratory birds. WDFW Priority Habitat and Species (PHS) Region data identifies two bird priority areas on the Property, including "Waterfowl Concentrations" described as a saltwater waterfowl use area for resting and feeding and "Shorebird Concentrations" with high counts for shorebirds, specifically noting Dunlins, Western Sandpipers, Black-bellied Plovers and Greater Yellowlegs. The Property is an important stop on the Pacific Flyway, providing foraging habitat and a prey base.

Waterfowl, Trumpeter swans, and Snow Geese frequent the Property's fields and ponds. Swallows forage for insects and aerial plankton over beaches, fields and wetlands. Shorebirds feed in the Property's

unvegetated tide flats on amphipods, insects, worms, and small mollusks. Marbled Murrelet nest near-by in the protected Blanchard State Forest and forage in Samish Bay's nearshore. Some waterfowl species feed both on eelgrasses and associated invertebrates in the nearshore. Other waterfowl species consume a diversity of Samish Bay fish.

Wetlands - WDFW identifies habitat types that are a priority, including estuaries, marine and estuarine shoreline habitat, and eelgrass beds. Two WDFW Priority Habitats and Species Regions are located on the Property. Protection of the Property prevents the loss of freshwater wetlands and it supports the health of eelgrass meadows. Fresh water, carbon inputs, nutrients, vegetation and terrestrial insects are critical to the nearshore habitats and sustain the greater marine ecosystem.

Within SLT Marine evaluation, the Property ranks medium for Marine Parcel Significance, especially due to the extensive shoreline and restoration potential. It ranks low for Shoreline Critical for Ecosystem Processes due to the dikes that surround the farmland and residence.

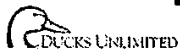
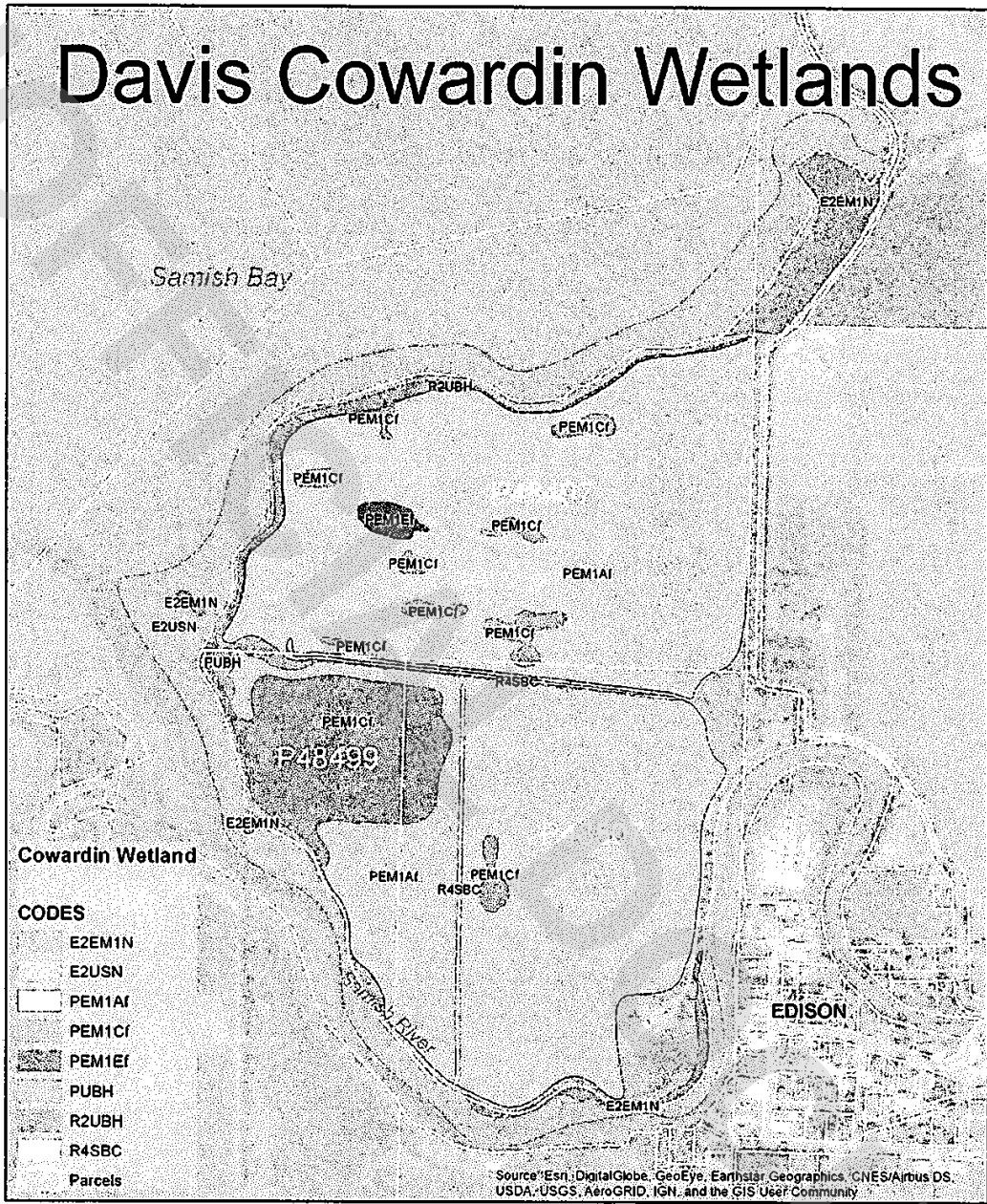
The Samish Delta, where the Property is located, "offers an extensive opportunity to restore coastal wetlands associated with a major Puget Sound river" according to the Strategies for Nearshore Protection and Restoration, a widely used technical report prepared by the Puget Sound Nearshore Ecosystem Project, U.S. Army Corps of Engineers, and Washington Department of Fish and Wildlife. If desired by the Grantor, full or partial restoration of the Property in the future would provide an outside opportunity to restore estuary habitat and coastal wetlands.

Vegetation

Most of the Property is in agricultural use, farmed organically for livestock feed – generally grasses. The portion of the dike along the slough is vegetated with native trees and shrubs. There are also native shrubs surrounding the pond. The intertidal area waterward of the dikes is characterized by salt marsh vegetation.

Intertidal area – There are approximately 20 acres of wetlands located outside of the dike that includes 1.6 acres of salt marsh that fringes the dike/levee. The remainder is tidelands. The Property provides an extensive length of shoreline which is especially important due to its salinity gradient. Samish Bay's shoreline is less than half of its historic length, with tidal barriers along 59% of the shoreline (Cereghino et al., 2012, Exhibit 4). Levees eliminate or limit tidal flow, access to shallow estuarine habitats, and tidal channel formation. Levees also disrupt or eliminate the import and export of detritus and aquatic organisms. Artificial shorelines interrupt sediment input and transport. They change wave energy and coarsen beach materials, impact shore forms, and alter habitat. Samish Bay has lost 99 and 96% of Oligohaline and Estuarine Mixing wetlands, respectively (Cereghino et al., 2012).

Interior area - Active farmland comprises 98.5 acres. Typical crops include grass for hay and silage corn. Rush and sedges volunteer in wet portions of the fields. Skagit County Assessor online records note that the market value of the northern bay parcel was adjusted downward in 2016 due to the land being low and wet "and consideration for saltwater intrusion". A wetland reconnaissance study maps this area as largely palustrine emergent wetlands (*see map below, full wetlands report available from Skagit Land Trust*). Due to the agricultural drainage ditches and farming, these wetlands are not functional, natural wetlands. The agricultural ditches are maintained by the farmer. They drain toward a pond located adjacent to the Eastern dike. There is a culvert with a tide gate that runs under the dike between the pond and the bay. The grantor maintains the tide gate opening, as necessary, to ensure drainage.



Data: Ducks Unlimited 2021, Skagit County 2021
 Compiled April 2021. C.K. Eidem, c.eidem@ducks.org



Map above: Mapped wetland types from 2021 wetland reconnaissance study by Ducks Unlimited.

The following lists contain species which have been observed on site. Additional species are most likely present on the site.

Scientific Name	Common Name
<i>Alnus rubra</i>	Red alder
<i>Salix</i> sps.	Willow
<i>Thuja plicata</i>	Western red cedar
<i>Achillea millefolium</i>	Yarrow
<i>Anaphalis margaritacea</i>	Pearly everlasting
<i>Bellis perennis</i>	Common daisy
<i>Chamerion angustifolium</i>	Fireweed
<i>Equisetum arvense</i>	Horsetail
<i>Heracleum maximum</i>	Cow parsnip
<i>Hesperocnide tenella</i>	Western stinging nettle
<i>Polystichum munitum</i>	Sword fern
<i>Ranunculus repens</i>	Creeping buttercup
<i>Rubus ursinus</i>	Trailing blackberry
<i>Rumex aquaticus</i> L.	Western dock
<i>Sisymbrium officinale</i>	Tall mustard
<i>Solidago</i> sps.	Goldenrod
<i>Taraxacum</i> sps.	Dandelion
<i>Trifolium pratense</i>	Red clover
<i>Trifolium repens</i>	White clover
<i>Typha latifolia</i>	Common cattail
<i>Urtica dioica</i>	Stinging nettle
<i>Vicia sativa</i>	Common vetch
Poaceae family	Grass species
Lichen	Lichen species
Bryophyta family	Moss species
<i>Acer circinatum</i>	Vine maple
<i>Gaultheria shallon</i>	Salal
<i>Mahonia aquifolium</i>	Tall or shiny oregon grape
<i>Ribes sanguineum</i>	Red-flowering currant
<i>Rosa nutkana</i>	Nootka rose
<i>Rubus spectabilis</i>	Salmonberry
<i>Sambucus racemosa</i>	Red elderberry
<i>Prunus emarginata</i>	Bitter cherry
<i>Prunus</i> sps.	Fruit sps.
<i>Pseudotsuga menziesii</i>	Douglas Fir

Non-Native Weeds:

Scientific Name	Common Name
Cirsium arvense	Canada thistle
Conium maculatum	Poison hemlock
Convolvulus arvensis	Field bindweed
Phalaris arundinacea	Reed canary grass
Rubus armeniacus	Himalayan blackberry
Rubus laciniatus	Evergreen blackberry

Wildlife and Habitat

The Project is located within several designated critical habitats. The Project's nearshore, including the tidelands, is ESA Critical Habitat for Puget Sound Chinook, Puget Sound Bull Trout and Puget Sound Steelhead. Puget Sound Chinook salmon, Puget Sound Steelhead, and the Coastal Recovery Unit of bull trout are all listed as threatened under the ESA. The Skagit Chinook Recovery Plan identifies delta estuary habitat as a limiting factor (SRSC and WDFW, 2005). According to the Coastal Recovery Unit Implementation Plan for Bull Trout (USFWS, 2015), the Project supports two Foraging Migration and Overwintering (FMO) Areas - Puget Sound Marine and Samish River.

Protection of the Protected Property prevents the loss of freshwater wetlands and it supports the health of eelgrass meadows. Many species depend on eelgrass meadows, including the federally endangered Marbled Murrelet (MAMU), which feeds primarily on fish and invertebrates in nearshore marine waters and eelgrass habitat (USFWS, 1997). MAMU forage in Samish Bay waters, documented annually by WDFW midwinter aerial bird survey.

WDFW identifies project area marine and estuarine shoreline habitat and freshwater emergent wetlands, found in the project area, as priority habitats. In addition to this list, WDFW identifies habitat types that are a priority, including estuaries, marine and estuarine shoreline habitat, and eelgrass beds. Two WDFW Priority Habitats and Species Regions are located on the Property.

The Project area will protect existing bird habitat, including wintering/summering, foraging, and staging habitat. WDFW Priority Habitat and Species (PHS) Region data identifies two bird priority areas on the Property, including "Waterfowl Concentrations" described as a saltwater waterfowl use area for resting and feeding and "Shorebird Concentrations" with high counts for shorebirds, specifically noting Dunlins, Western Sandpipers, Black-bellied Plovers and Greater Yellowlegs. The Property is an important stop on the Pacific Flyway, providing foraging habitat and a prey base.

There are several bird species that utilize both the Project's marine nearshore and freshwater wetlands for foraging, including Peregrine Falcons and Great Blue Herons. Samish and Padilla Bays support one of the largest known wintering populations of peregrine falcons (Stevens, et. al., 2016). Great Blue Herons are abundant on the Property and in Samish Bay.

Scientific Name	Common Name	Species Type
Pseudocris triseriata	Chorus Frog	Amphibian
Metacarcinus magister	Dungeness Crab	Aquatic invertebrate
Mercenaria mercenaria	Hardshell clam	Aquatic invertebrate
Turdus migratorius	American Robin	Bird

<i>Calypte anna</i>	Anna's Hummingbird	Bird
<i>Haliaeetus leucocephalus</i>	Bald eagle	Bird
<i>Phalacrocorax species</i>	Cormorant species	Bird
<i>Streptopelia decaocto</i>	Eurasian Collared Dove	Bird
<i>Ardia herodias</i>	Great Blue Heron	Bird
<i>Falco columbarius</i>	Merlin	Bird
<i>Colaptes auratus</i>	Northern Flicker	Bird
<i>Buteo jamaicensis</i>	Red-tailed hawk	Bird
<i>Selasphorus rufus</i>	Rufous Hummingbird	Bird
<i>Accipiter striatus</i>	Sharp-shinned Hawk	Bird
<i>Pipilow maculatus</i>	Spotted Towhee	Bird
<i>Ixoreus naevius</i>	Varied Thrush	Bird
<i>Troglodytes hiemalis</i>	Winter Wren	Bird
<i>Fulica americana</i>	American Coot	Bird
<i>Falco sparverius</i>	American Kestrel	Bird
<i>Anas americana</i>	American Wigeon	Bird
<i>Hirundo rustica</i>	Barn Swallow	Bird
<i>Strix varia</i>	Barred Owl	Bird
<i>Bucephala islandica</i>	Barrow's Goldeneye	Bird
<i>Megaceryle alcyon</i>	Belted Kingfisher	Bird
<i>Poecile atricapillus</i>	Black-capped Chickadee	Bird
<i>Anas discors</i>	Blue-winged Teal	Bird
<i>Branta bernicla</i>	Brant	Bird
<i>Euphagus cyanocephalus</i>	Brewer's Blackbird	Bird
<i>Bucephala albeola</i>	Bufflehead	Bird
<i>Branta canadensis</i>	Canadian Goose	Bird
<i>Aythya valisineria</i>	Canvasback	Bird
<i>Bombycilla cedrorum</i>	Cedar Waxwing	Bird
<i>Anas cyanoptera</i>	Cinnamon Teal	Bird
<i>Bucephala clangula</i>	Common Goldeneye	Bird
<i>Gavia immer</i>	Common Loon	Bird
<i>Mergus merganser</i>	Common Merganser	Bird
<i>Corvus corax</i>	Common Raven	Bird
<i>Accipiter cooperii</i>	Cooper's Hawk	Bird
<i>Junco hyemalis</i>	Dark-eyed Junco	Bird
<i>Calidris alpina</i>	Dunlin	Bird
<i>Sturnus vulgaris</i>	European Starling	Bird
<i>Anas strepera</i>	Gadwall	Bird
<i>Zonotrichia atricapilla</i>	Golden-crowned Sparrow	Bird
<i>Anas carolinensis</i>	Green-winged Teal	Bird
<i>Lophodytes cucullatus</i>	Hooded Merganser	Bird

<i>Carpodacus mexicanus</i>	House Finch	Bird
<i>Charadrius vociferus</i>	Killdeer	Bird
<i>Aythya affinis</i>	Lesser Scaup	Bird
<i>Anas platyrhynchos</i>	Mallard	Bird
<i>Cistothorus palustris</i>	Marsh Wren	Bird
<i>Circus cyaneus</i>	Northern Harrier	Bird
<i>Anas acuta</i>	Northern Pintail	Bird
<i>Anas clypeata</i>	Northern Shoveler	Bird
<i>Mergus serrator</i>	Red-breasted Merganser	Bird
<i>Agelaius phoeniceus</i>	Red-winged Blackbird	Bird
<i>Aythya collaris</i>	Ring-necked Duck	Bird
<i>Phasianus colchicus</i>	Ring-necked Pheasant	Bird
<i>Buteo lagopus</i>	Rough-legged Hawk	Bird
<i>Oxyura jamaicensis</i>	Ruddy Duck	Bird
<i>Chen caerulescens</i>	Snow Goose	Bird
<i>Melospiza melodia</i>	Song Sparrow	Bird
<i>Cyanocitta stelleri</i>	Steller's Jay	Bird
<i>Melaniitta perspicillata</i>	Surf Scoter	Bird
<i>Cygnus buccinator</i>	Trumpeter Swan	Bird
<i>Cathartes aura</i>	Turkey Vulture	Bird
<i>Aechmophorus occidentalis</i>	Western Grebe	Bird
<i>Zonotrichia leucophrys</i>	White-crowned sparrow	Bird
<i>Spinus tristis</i>	American Goldfinch	Bird
<i>Oncorhynchus tshawytscha</i>	Chinook salmon	Fish
<i>Oncorhynchus keta</i>	Chum salmon	Fish
<i>Oncorhynchus kisutch</i>	Coho salmon	Fish
<i>Oncorhynchus clarkii</i>	Cutthroat trout	Fish
<i>Oncorhynchus mykiss</i>	Steelhead trout	Fish
<i>Bombus pennsylvanicus</i>	Bumble Bee	Insect
<i>Osmia lignaria</i>	Mason Bee	Insect
Culicidae sps.	Mosquito	Insect
<i>Rattus norvegicus</i>	Brown Rat	Mammal
<i>Canis latrans</i>	Coyote	Mammal
<i>Myotis lucifugus</i>	Little Brown Bat	Mammal
Talpidae sps.	Mole sps.	Mammal
<i>Procyon lotor</i>	Raccoon	Mammal
<i>Mephitis mephitis</i>	Striped Skunk	Mammal
<i>Microtus townsendii</i>	Townsend's Vole	Mammal
<i>Sylvilagus audubonii</i>	Western Cottontail	Mammal
Soricidae sps.	Shrew sps.	Mammal
<i>Mustela frenata</i>	Long-tailed Weasel	Mammal

Thamnophis	Garter snake	Reptile
Gastropoda sps	Snail sps	Terrestrial Invertebrate

Human Environment and History

Current Use: Grantors Jan Davis and Randy King live on the Property. They love the Property for its expansive views, beauty, and passive recreation including birding and walking. They allow a few friends and neighbors to walk their dike. They lease the land to farmers, currently to the Wesen family. It is a handshake agreement. They have also leased their land to a small group of 4-5 duck hunters for the past 10 or so years.

Scenic Values: Property provides scenic views of rural landscape and shoreline. Property can be viewed from Blanchard Mountain, the Village of Edison, and Samish Bay. The Project area is a stunning location for a house, with views and shoreline access to quiet Samish Bay. Edison is a highly desirable place to visit and live.

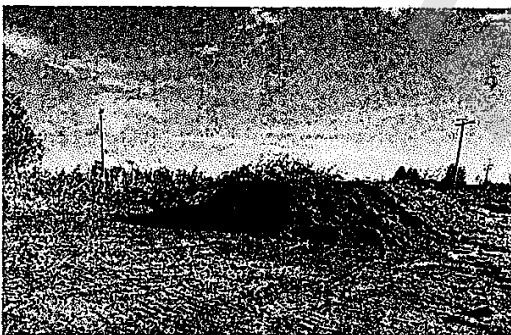
Structures & Built Environment: There is a single-family residence in the Building zone, along with a detached barn/shop connected by a breezeway. There is also a small greenhouse and garden. The existing septic is in the Residential Zone. There is no Accessory Dwelling Unit (ADU) at the time of recording. The Property is accessed via Smith Road (public) and then a private drive with an access easement through the neighboring property. There is an allowance in the CE for a future dock along Edison Slough, 14.1.d Dock, Exhibit B. There is an interior dike, managed by the Dike and Drainage District, that lies outside of the Protected Property.

Structure	CE Zone	Basic Information
Home and appurtenant structures	Residential	The home, garage/storage building, greenhouse, and septic are grouped within one area. The freestanding garage and home were constructed in 1988 and 2005 respectively and are in good condition.
Driveway	Ag & Habitat Residential	The driveway is dirt and gravel, maintained regularly by the Landowners. It is located just inside (landward) of the dike along Edison Slough.
Broken cement at old barn site	Ag & Habitat	Broken cement and the base of an old silo and ramp near the eastern boundary. There are a few old tractor implements, and there may be buried debris.
Drainage	Ag & Habitat	There are drainage ditches, a pond, and a tide gate. Drainage ditches run along the landward edge of the much of the dike and there are several in the interior of the Agricultural and Habitat Conservation Zone.
Marine dike	Ag & Habitat Residential	There is a private dike that extends the entire length of the shoreline. The photo points document the current location and condition of the dike and provide a basis for comparison to future conditions. The dike was surveyed. The Structures map shows the general location. The dike is heavily rocked and mowed along the outer portion of Edison Slough and on Samish Bay. The portion of dike along Edison Slough is primarily earthen with little riprap and with vegetation on top. This older section of dike

		will eventually need to be replaced, and the vegetation removed as part of dike improvement and maintenance. At the time of recording, there is a large amount of dirt and sandbags for dike maintenance located near the property entrance.
Hunting Blinds	Ag & Habitat	There are a few hunting blinds, classified as non-permanent due to non-permanent footings. Hunters also stage decoys, hunting sleds, and related gear.
Potential dock	Habitat	Grantor may install a dock per Section 14.1.d, located at the site identified in Structures map and Exhibit H.



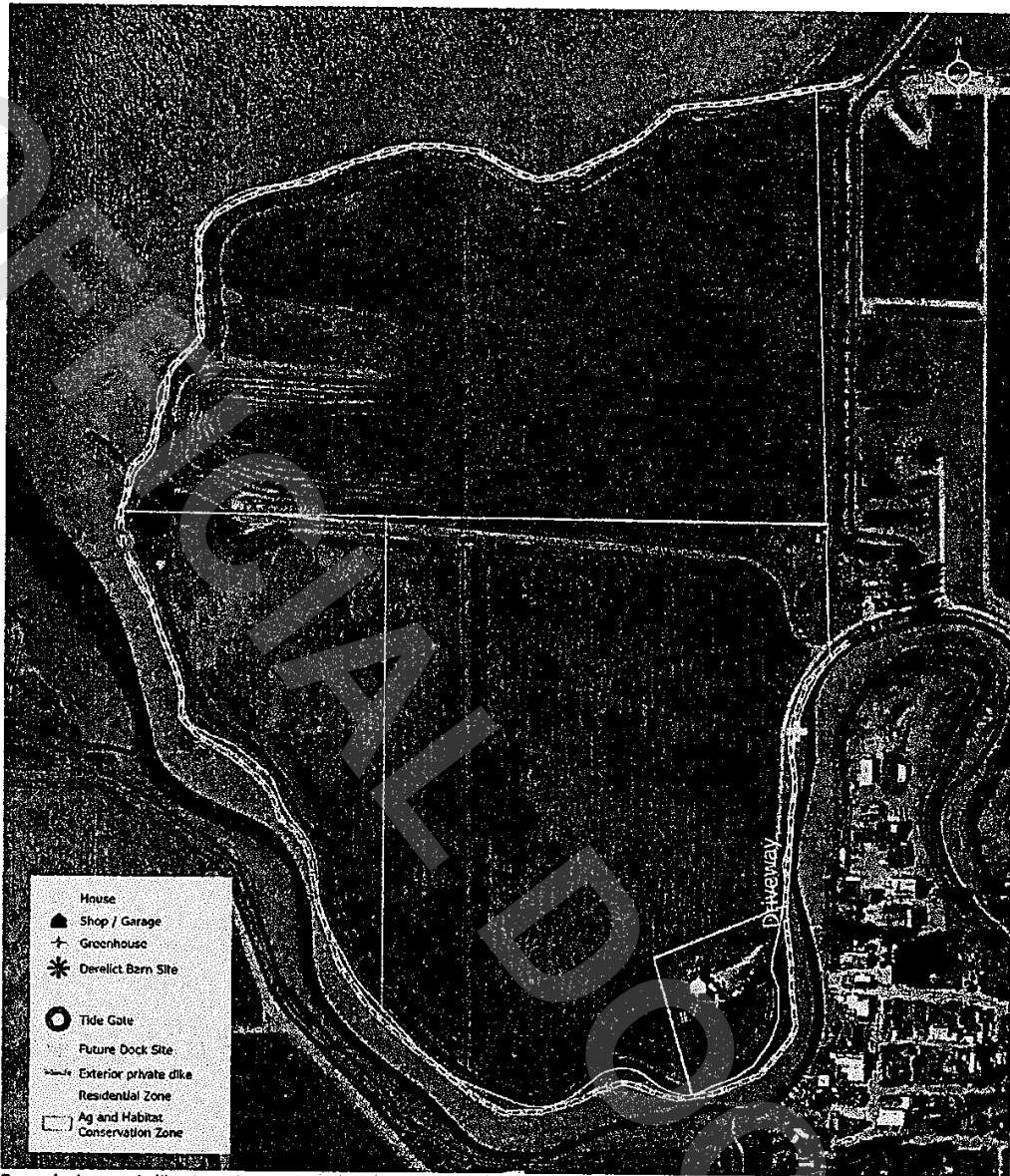
House, garage, greenhouse, and garden area



Dirt for dike maintenance

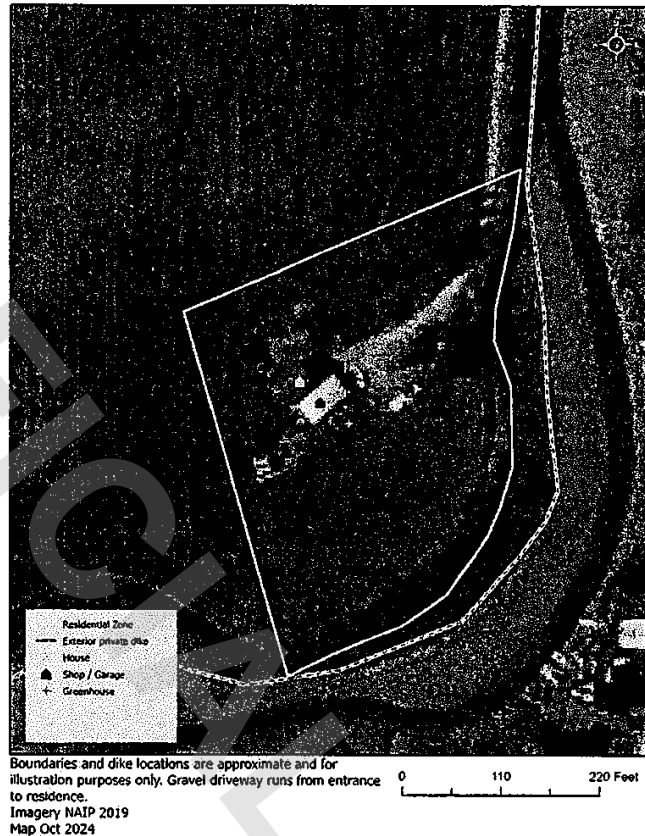


Hunting blind



Boundaries and dike locations are approximate and for illustration purposes only. Structures include exterior marine dike. Derelict barn site is estimated and more extensive than shown. Gravel driveway runs from entrance to residence.

Imagery NAIP 2019
Map Oct 2024



Above – Maps showing the location of various structures on the Property.

Land Use History: Modeled historic wetland data identifies 98% of the Property covered by mid-salinity marsh and low salinity scrub-shrub wetlands prior to diking for agriculture. Dikes were likely constructed in late 1860's or early 1870's and it has been farmed since that time. The nearby Village of Edison, located across Edison Slough, was founded in 1869. The residence that was historically associated with the Property is the adjacent house on through which the private driveway passes, along the slough. Jan Davis purchased the Property in 1997. Randy King was deeded 50% of the home parcel in 2009. The landowners' home is the second residence on the Protected Property, a previous mobile home burned down. Previously, there had also been a barn on site.

Cultural Resources: The Property is mapped as "very high risk" for encountering archeological artifacts in the Washington Information System for Architectural & Archaeological Records Data (WISAARD). According to WISAARD, the Property lies in the Samish, Swinomish, Lummi, Upper Skagit, Sauk Suiattle, Snoqualmie, Tulalip, and Colville traditional territories.

Photopoints – See following pages for photo point location maps and photos. Photos are from March 19 and April 1, 2024. All photo points were re-checked by SLT staff on November 5, 2024, confirming that there had been no relevant changes to baseline conditions.

Photopoints



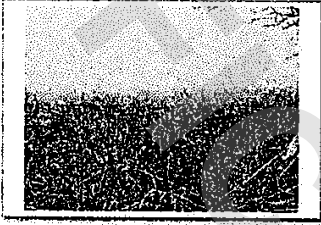
SamishEdison PP1.E 2024.03.19



SamishEdison PP1.N 2024.03.19



SamishEdison PP1.S 2024.03.19



SamishEdison PP1.W 2024.03.19



SamishEdison PP2.NNW 2024.03.19



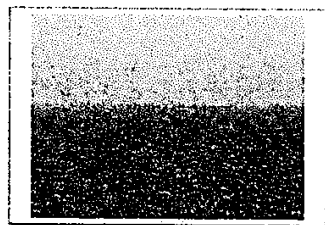
SamishEdison PP2.S 2024.03.19



SamishEdison PP2.SW 2024.03.19



SamishEdison PP3.NE 2024.03.19



SamishEdison PP3.NW 2024.03.19



SamishEdison PP3.SE 2024.03.19



SamishEdison PP3.SW 2024.03.19



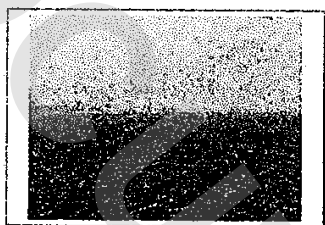
SamishEdison PP4.NE 2024.03.19



SamishEdison PP4.NW 2024.03.19

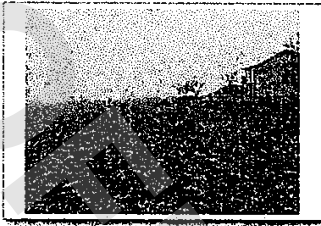


SamishEdison PP4.SE 2024.03.19

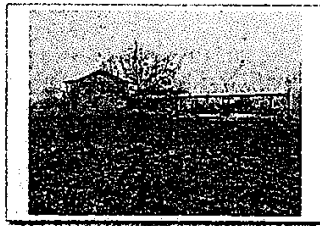


SamishEdison PP4.SW 2024.03.19

Photopoints



SamishEdison PP5 N 2024.03.19



SamishEdison PP5 NE 2024.03.19



SamishEdison PP5 SE 2024.03.19



SamishEdison PP5 SW 2024.03.19



SamishEdison PP6 E 2024.03.19



SamishEdison PP6 N 2024.03.19



SamishEdison PP6 W 2024.03.19



SamishEdison PP7 N 2024.03.19



SamishEdison PP7 NE 2024.03.19



SamishEdison PP7 NW 2024.03.19



SamishEdison PP8 E 2024.03.19



SamishEdison PP8 N 2024.03.19



SamishEdison PP8 S 2024.03.19



SamishEdison PP8 W 2024.03.19



SamishEdison PP9 SE 2024.03.19

Photopoints



SamishEdison PP10.NE 2024.03.19



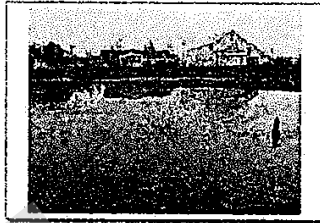
SamishEdison PP10.NW 2024.03.19



SamishEdison PP10.SE 2024.03.19



SamishEdison PP10.SW 2024.03.19



SamishEdison PP11.E 2024.03.19



SamishEdison PP11.N 2024.03.19



SamishEdison PP11.S 2024.03.19



SamishEdison PP11.W 2024.03.19



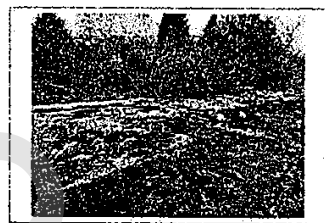
SamishEdison PP12.E 2024.03.19



SamishEdison PP12.N 2024.03.19



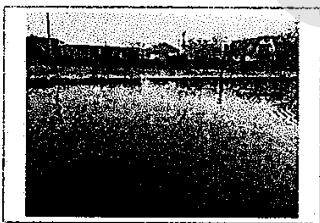
SamishEdison PP12.S 2024.03.19



SamishEdison PP12.W 2024.03.19



SamishEdison PP13.E 2024.03.19



SamishEdison PP14.E 2024.03.19



SamishEdison PP14.N 2024.03.19

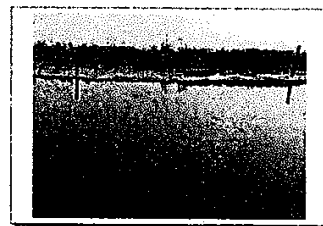
Photopoints



SamishEdison PP14.S 2024.03.19



SamishEdison PP14.W 2024.03.19



SamishEdison PP15.E 2024.03.19



SamishEdison PP15.N 2024.03.19



SamishEdison PP15.S 2024.03.19



SamishEdison PP15.W 2024.03.19



SamishEdison PP16.NE 2024.03.19



SamishEdison PP16.NW 2024.03.19



SamishEdison PP16.SE 2024.03.19



SamishEdison PP16.SW 2024.03.19



SamishEdison PP17.E 2024.03.19



SamishEdison PP17.N 2024.03.19



SamishEdison PP17.S 2024.03.19



SamishEdison PP17.W 2024.03.19

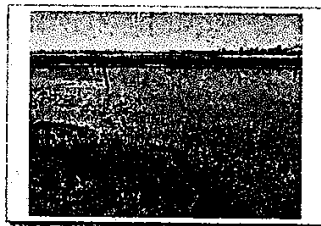


SamishEdison PP18.E 2024.03.19

Photopoints



SamishEdison PP18 N 2024.03.19



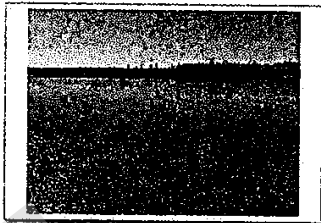
SamishEdison PP18 S 2024.03.19



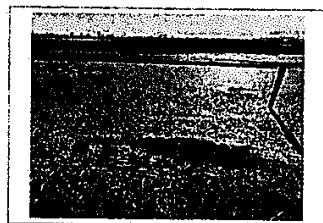
SamishEdison PP18 W 2024.03.19



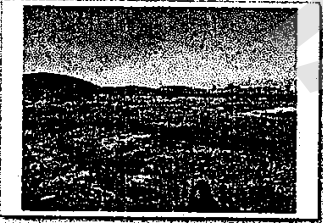
SamishEdison PP19 E 2024.03.19



SamishEdison PP19 S 2024.03.19



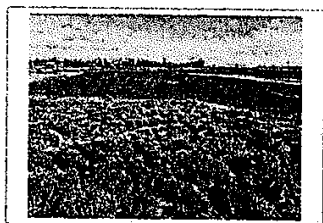
SamishEdison PP19 W 2024.04.01



SamishEdison PP20 E 2024.04.01



SamishEdison PP20 N 2024.04.01



SamishEdison PP20 S 2024.04.01



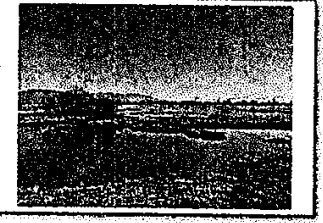
SamishEdison PP20 W 2024.04.01



SamishEdison PP21 E 2024.03.19



SamishEdison PP21 N 2024.03.19



SamishEdison PP22 E 2024.03.19



SamishEdison PP22 N 2024.03.19

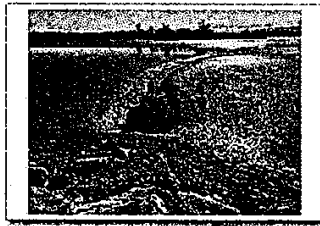


SamishEdison PP22 NE 2024.03.19

Photopoints



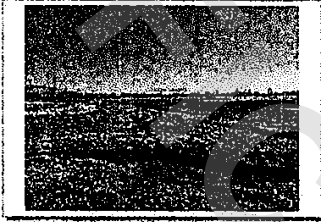
SamishEdison PP22 SSE 2024.03.19



SamishEdison PP22 SW tidegate landwards
2024.04.01



SamishEdison PP22 SW tidegate waterwards
2024.04.01



SamishEdison PP23 E 2024.03.19



SamishEdison PP23 NE 2024.03.19



SamishEdison PP23 NW 2024.03.19



SamishEdison PP23 S 2024.03.19



SamishEdison PP23 SE 2024.03.19



SamishEdison PP23 W 2024.04.01



SamishEdison PP24 E 2024.03.19



SamishEdison PP24 S 2024.03.19



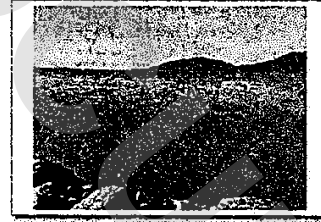
SamishEdison PP24 SW 2024.04.01



SamishEdison PP24 VNW 2024.04.01



SamishEdison PP24 WSW 2024.03.19



SamishEdison PP25 N 2024.04.01

Photopoints



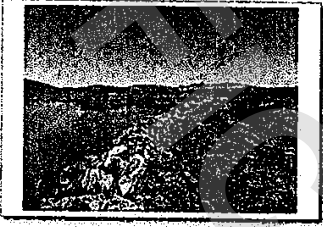
SamishEdison PP25 SE 2024.03.19



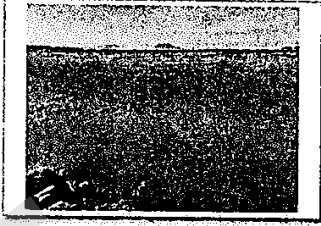
SamishEdison PP25 SW 2024.03.19



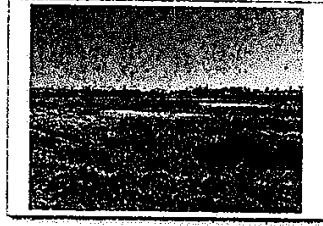
SamishEdison PP25 W 2024.03.19



SamishEdison PP26 NE 2024.03.19



SamishEdison PP26 NW 2024.04.01



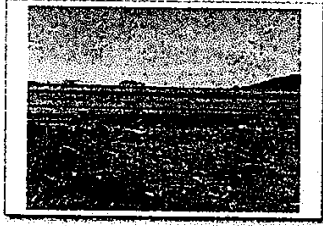
SamishEdison PP26 SE 2024.03.19



SamishEdison PP26 SW 2024.03.19



SamishEdison PP26 W 2024.03.19



SamishEdison PP27 N 2024.04.01



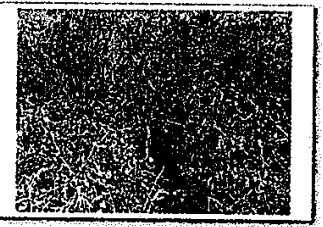
SamishEdison PP27 NE 2024.03.19



SamishEdison PP27 S 2024.03.19



SamishEdison PP27 W 2024.03.19



SamishEdison PP28 E 2024.03.19

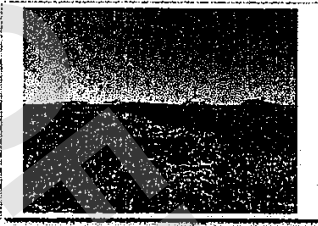


SamishEdison PP28 N 2024.03.19

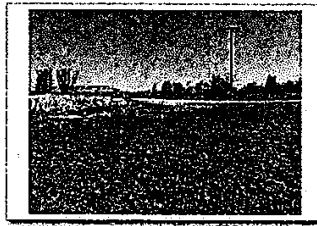


SamishEdison PP28 S 2024.03.19

Photopoints



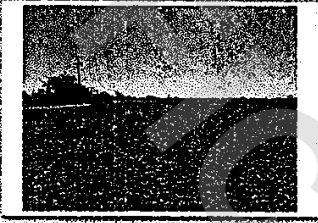
SamishEdison PP28.W 2024.03.19



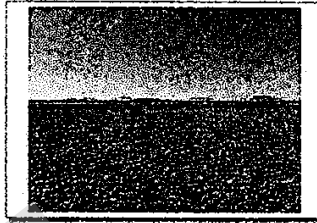
SamishEdison PP29.E 2024.03.19



SamishEdison PP29.N 2024.03.19



SamishEdison PP29.S 2024.03.19



SamishEdison PP29.W 2024.03.19

Samish Bay - Davis / King CE Photopoint Map



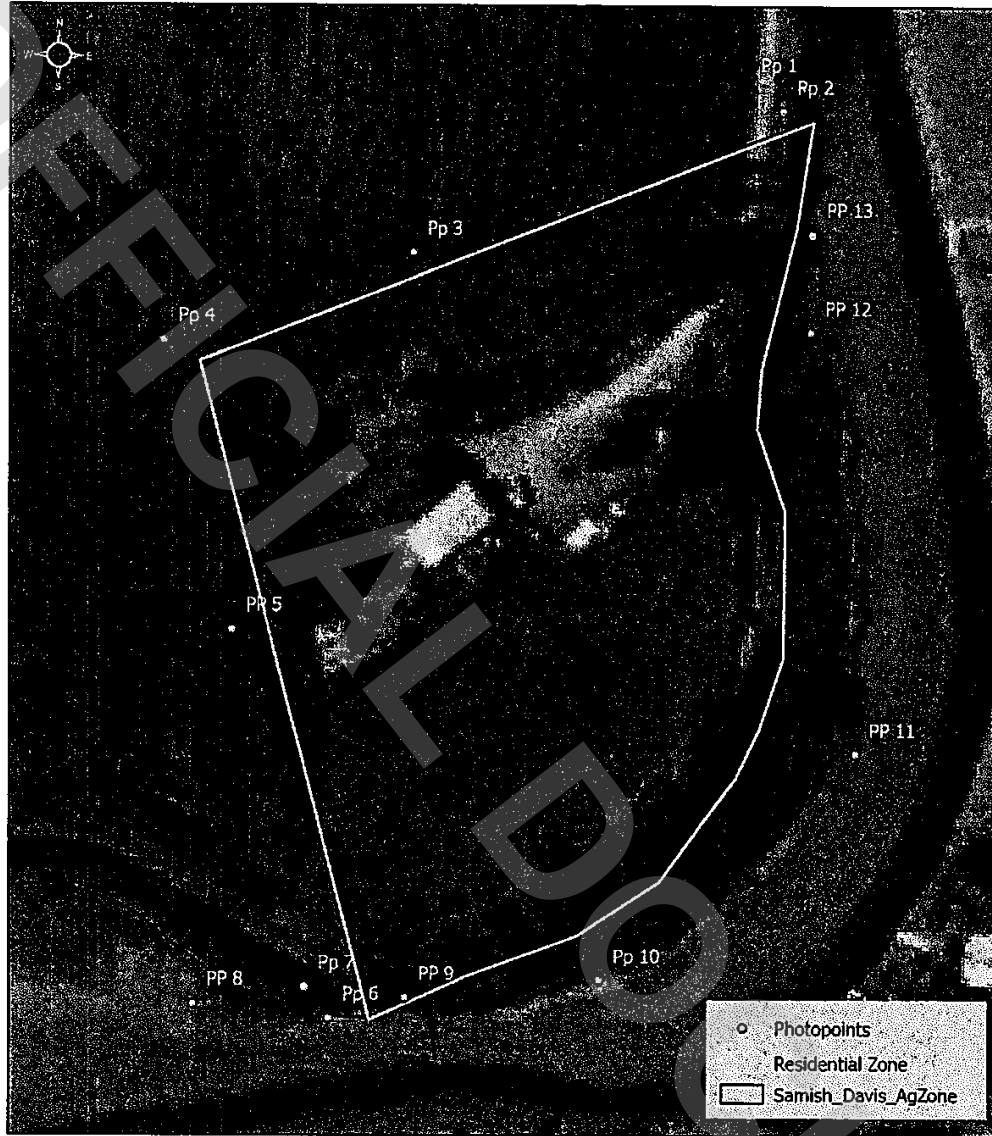
Boundaries as depicted are approximate.

Imagery: NAIP 2019

Map - Aug 2024

0 460 920 Feet

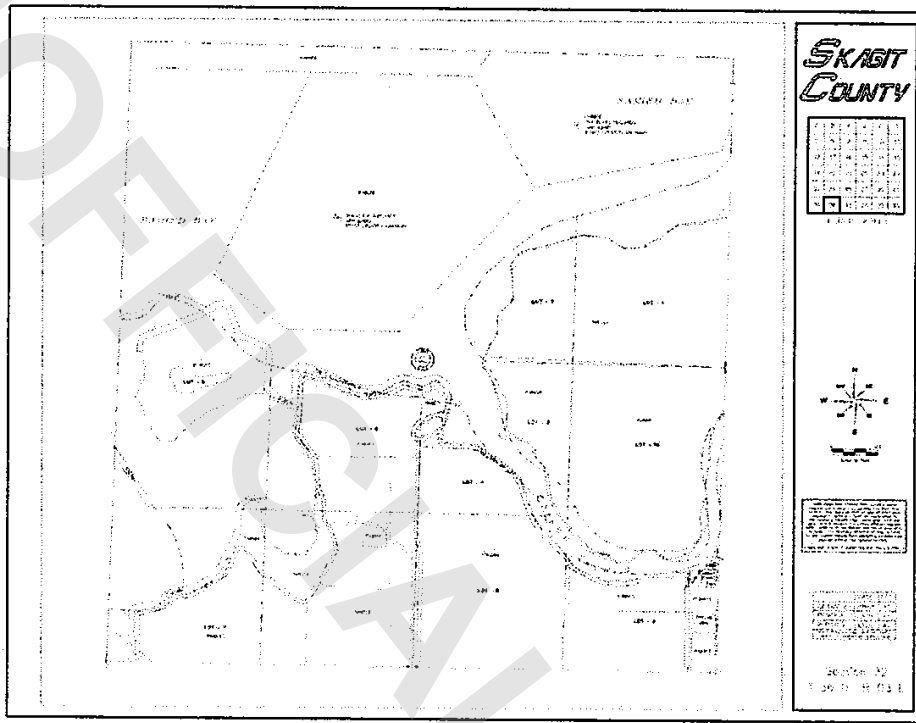
Samish Bay - Davis / King CE Residential Zone Photopoint Map



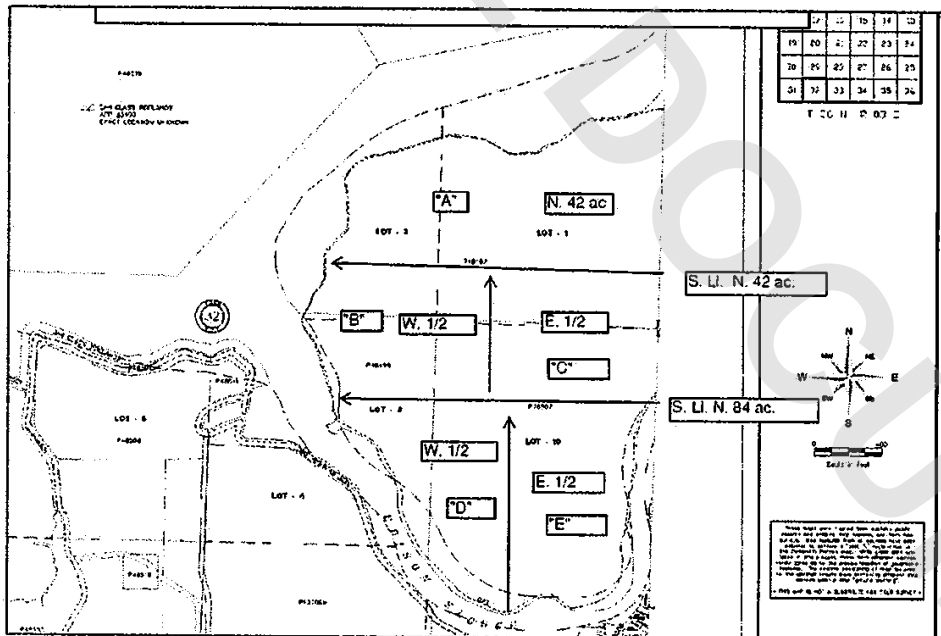
Boundaries as depicted are approximate.
Imagery: NAIP 2019
Map - Aug 2024

0 90 180 Feet

Exhibit A: Assessor and Title Maps

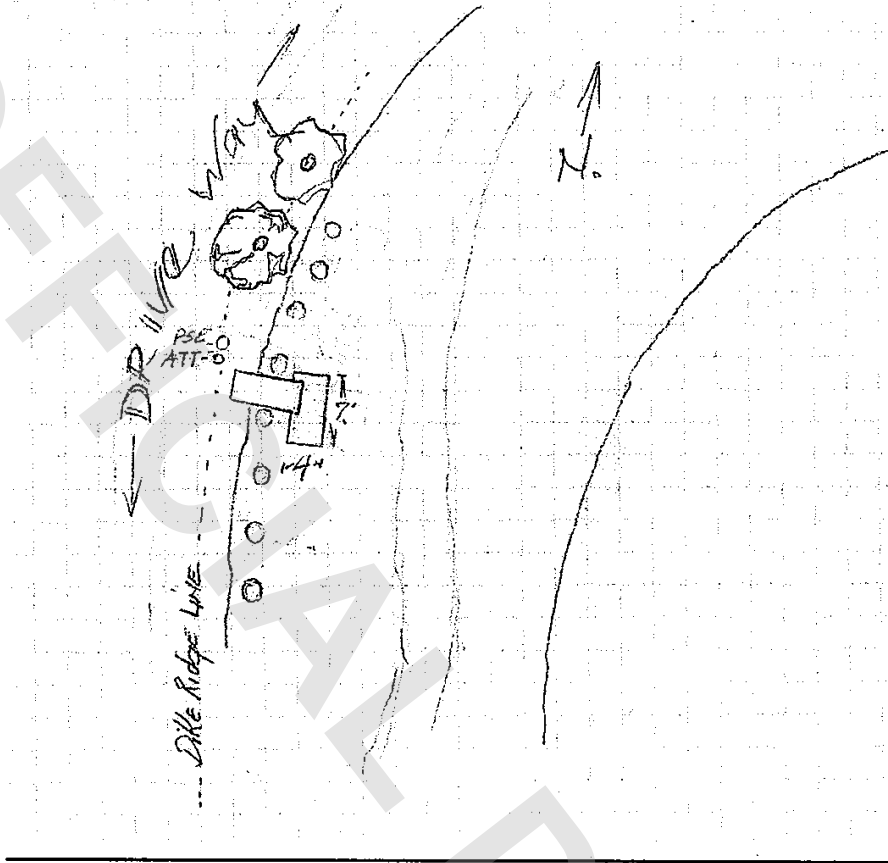


Map above: Assessors map.



Map above: Provided by Guardian Northwest Title and Escrow in preliminary title.

Exhibit B: Future Dock Location Map



Note: Dock map prepared by Randy King.

References used to prepare this report

- Cereghino, P., J. Toft, C. Simenstad, E. Iverson, S. Campbell, C. Behrens, J. Burke. 2012. Strategies for Nearshore Protection and Restoration in Puget Sound. Technical Report 2012-01. Puget Sound Nearshore Restoration Project.
- Department of Archaeology and Historic Preservation (DAHP) *WISAARD*:
<https://wisaard.dahp.wa.gov/Map>
- Skagit River System Cooperative (SRSC) and Washington Department of Fish and Wildlife (WDFW), 2005. Skagit Chinook Recovery Plan.
- Smith, C. 2003. Salmon and Steelhead Habitat Limiting Factors Water Resource Inventory Areas 3 and 4, the Skagit and Samish Basins. Washington State Conservation Commission. Lacey, WA.
- State of Washington Integrated Fish Data, available at: <https://apps.wdfw.wa.gov/salmonscape/map.html>
- Stevens, T.S., J.A. Apple, G.A. Alexander, C.A. Angell, and S.R. Riggs. 2016. Padilla Bay National Estuarine Research Reserve Management Plan. Washington State Department of Ecology, Shorelands and Environmental Assistance Program, Padilla Bay NERR, Mount Vernon, Washington.
- US Department of Agriculture (USDA) *Soil Survey of Skagit County Area, Washington*, Sept. 1989, Web Soil Survey.
- U.S. Fish and Wildlife Service (USFWS). 1997. Recovery Plan for the Threatened Marbled Murrelet (*Brachyramphus marmoratus*) in Washington, Oregon, and California. Portland, OR. 203 pp.
- U.S. Fish and Wildlife Service (USFWS). 2015. Coastal Recovery Unit Implementation Plan for Bull Trout (*Salvelinus confluentus*). USFWS, Lacey, WA and Oregon Fish and Wildlife Office, Portland, OR.
- Washington Department of Fish and Wildlife (WDFW) *Priority Species and Habitats*:
<http://wdfw.wa.gov/hab/phshabs.htm>
- Washington Department of Natural Resources, Geologic Portal, surface geology:
<https://www.dnr.wa.gov/geologyportal>
- Warinner, B. 2005. Fish Presence in Edison Slough. Washington State Department of Fish and Wildlife, La Conner, WA.
- Warinner, B. and J. McGowan, 2004. Habitat Survey of the Edison Slough Watershed. Washington State Department of Fish and Wildlife and Skagit County Public Works, WA.
- Williams, R.W. and L.A. Phinney. 1975. A catalog of Washington streams and salmon utilization. Vol. 1 Puget Sound. Washington Department of Fisheries. Olympia, Washington.

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

- Title report
- Photopoints (high resolution digital files)
- Wetland reconnaissance study

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

Jan Davis
Jan Davis

date: 11 21 24

Kari Odden
Kari Odden
Conservation Project Manager
Skagit Land Trust, Grantee

date: Nov 19, 2024

Randy King
Randy King

date: 11 21 24