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Skagit County Auditor, WA

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

Affidavit No. 20251299

Apr 30 2025

Amount Paid \$1205.00  
Skagit County Treasurer  
By Lena Thompson Deputy

When recorded return to:

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

GNW 25-22889

**Document Title:** Grant Deed of Conservation Easement (Bargain Sale)

**Grantor:** Robert Coffey and Deborah North

**Grantee:** Skagit Land Trust

**Abbreviated Legal Description:** Section 30, Township 36 North, Range 11 East - Ptn. SE  
(aka Tract 1 of Survey AF No. 8002190006)

Full legal description in Exhibit A on page 43

**Assessor's Tax Parcel/Account Number(s):** P51899

**GRANT DEED OF CONSERVATION EASEMENT  
(Bargain Sale)**

This Grant Deed of Conservation Easement (Bargain Sale) (hereinafter referred to as "Easement" or "Conservation Easement") is executed by Robert Coffey and Deborah North, husband and wife, whose address is 21636 Swan Rd, Mt Vernon, WA, 98273 ("Grantor"), in favor of Skagit Land Trust, a Washington nonprofit corporation qualified to do business in Washington, having an address at P.O. Box 1017, Mount Vernon, Washington 98273 ("Grantee").

## Recitals

### 1 Authority to Create Conservation Easement

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

### 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 Salmon Recovery Funding Board ("SRFB") administered by the Recreation and Conservation Office ("RCO").

### 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 of Protected Property*, which exhibit is attached hereto and incorporated herein by this reference.
- 3.2 The Protected Property is approximately 20.3 acres and is part of an important riparian and upland ecosystem protecting Chinook salmon habitat, habitat for numerous other important species and is adjacent to Diobsud Creek, a tributary of the federally designated Wild & Scenic Skagit River. Approximately four acres of the Protected Property are floodplain habitat or uplands protecting the floodplain habitat. The Protected Property borders U.S. Forest Service land on two sides, as well as another property protected by another Skagit Land Trust conservation easement, connecting multiple conserved properties in the Diobsud Creek watershed.

**3.3** The Protected Property is divided into two designated land use areas under this Conservation Easement: (a) a *Building Zone*, of approximately 1.9 acres, legally described in Exhibit B, *Legal Description of Building Zone*, attached hereto and incorporated herein by this reference; and (b) a *Habitat Conservation Zone*, of approximately 18.4 acres, consisting of the remainder of the Protected Property, legally described in Exhibit C, *Legal Description of Habitat Conservation Zone*, attached hereto and incorporated herein by this reference. The Building Zone and the Habitat Conservation Zone are shown on Exhibit D, *Site Map*, attached hereto and incorporated herein by this reference. Exhibit F, *Baseline Report*, attached hereto and incorporated herein by this reference, provides a more complete characterization of the Protected Property. In the event of a conflict between the *Legal Descriptions* and the *Site Map*, the *Legal Descriptions* shall control.

#### **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 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** The Protected Property protects critical freshwater and terrestrial habitat along 200-feet of Diobsud Creek, which is home to all five species of salmon and steelhead, and three different Endangered Species Act listed runs.
- 4.2.b** The Protected Property represents a prime example of high functioning low elevation forest land, characterized by a 75-100 yr. age class conifer-dominated native forest covering 95% of the property. The understory of the Protected Property is fully intact with significant structural complexity.

- 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 open space, sensitive freshwater and terrestrial forest habitat and floodplains and could be developed in a manner that would destroy the Conservation Values of the Protected Property

## **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 assure the use and enjoyment of natural resources, wetlands, farmlands, riparian areas, and scenic beauty for the economic and social well-being of the state and its citizens." The intent of the Parties is that the Protected Property continue to be managed in a manner that allows it to remain eligible for designation as "open space land" under the OSTA.

- 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 Habitat Conservation Zone of the Protected Property includes shoreline and floodplain of the Diobsud Creek. The declared policy of Skagit County in the Critical Areas Ordinance of Skagit County (SCC §14.24.20) is “to assist in orderly development, conserve the value of property, safeguard the public welfare, and provide for the protection of the quality and quantity of groundwater used for public water supplies (RCW 36.70A.070(1)) and provide protection for the following critical areas. . . . Wetlands, Frequently Flooded Areas . . . and Fish and Wildlife Habitat Conservation Areas. . . . It is the purpose of this Chapter to protect, restore where practical, and enhance fish and wildlife populations and their associated habitats.” Restrictions on the uses of the Protected Property would benefit Diobsud Creek, the Skagit River and Puget Sound because of the protection of the riparian woodland in the floodplain.
- 5.4 Diobsud Creek at this location has documented presence of 10 anadromous fish species: Chinook, chum, coho, sockeye and pink salmon, as well as Dolly Varden / bull trout, summer steelhead, winter steelhead, cutthroat trout and rainbow trout. Chinook salmon, as well as steelhead, are listed as threatened under the Endangered Species Act, and the stocks of Chinook and steelhead present in the Skagit River are listed as “Depressed” in the Salmonid Stock Inventory (WDFW and WWTIT 2002). The Skagit Watershed Council, the designated lead entity under Washington State Legislation ESHB 2496, has identified the Protected Property as key habitat for the Puget Sound Chinook and therefore important to restore and protect.
- 5.5 In recognition of the importance of the Protected Property, the Washington State Salmon Recovery Funding Board, administered by the Recreation and Conservation Office (RCO-SRFB), has provided grant funds to assist in securing the Easement on the Protected Property (RCO # 23-1183). The State of Washington will hold an Assignment of Rights (*Exhibit E*) to ensure compliance with salmon recovery funding requirements

## 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 Seventy-Five Thousand and No/100 Dollars (\$75,000.00), in hand paid, and 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** This conveyance is of an interest in real property under the provisions of RCW 64.04.130 and RCW 84.34.210 and Sections 170(h) and 2055 of the Code and applicable Treasury Regulations.

- 7.3** Grantor believes that the purchase price for this Conservation Easement, in the amount of Seventy-Five Thousand and No/100 Dollars (\$75,000.00) (the "Purchase Price") is less than its fair market value. Grantor intends that the difference between the Purchase Price and the fair market value of this Conservation Easement shall be a charitable contribution to Grantee, as a conveyance of an interest in real property under the provisions RCW 64.04.130 and RCW 84.34.210 and Sections 170(h) and 2055 of the Code and applicable Treasury Regulations, and made as an absolute, unconditional, unqualified, and completed gift 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, and for no other consideration whatsoever, other than the Purchase Price of \$75,000.00 and the covenants and agreements set forth by the Parties in this Conservation Easement. Grantee acknowledges that Grantor received no goods or services, other than the Purchase Price, in exchange for the grant of this Conservation Easement, which Grantee received as of the Effective Date. Grantee makes no representation as to any tax benefits or consequences of Grantor's grant and conveyance of the Conservation Easement to Grantee. Grantor is solely responsible for compliance with the gift value substantiation requirements of the Code and the Treasury Regulations. To the extent that the Purchase Price for this Conservation Easement is less than its fair market value, Grantor and Grantee agree that such difference does not reflect the existence of defects in the Property, such as environmental conditions requiring remediation, known to Grantor or to Grantee.
- 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. 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 ("Purpose"):

- 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 mixed lowland forest of the Protected Property will be retained in perpetuity 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; and
- 8.2.b** The Protected Property as a whole will be retained in perpetuity 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.
- 8.3** 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, including without limitation the confinement of all structures and improvements to the Building Zone other than those structures and improvements specifically identified in this Conservation Easement as being allowed in the Habitat Conservation Zone, if any.
- 8.4** As provided in Subsection 12.1 Grantor reserves the right to construct and maintain a single-family residence, an accessory dwelling unit and their appurtenant structures within a defined “Building Zone.” Grantor and Grantee have evaluated the location of the Building Zone and have determined that the construction and maintenance of structures within the Building Zone is consistent with the protection of the Conservation Values, as more specifically described in the Baseline Documentation referred to in Section 4.3.

## **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, the Conservation Values of the Protected Property.

- 9.2 Access to Protected Property.** To provide Grantee reasonable and non-exclusive access at reasonable times 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, not 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 16, *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 16, *Breach and Enforcement—Grantee's Remedies*.
- 9.4 Enforcement.** To enforce the terms of this Conservation Easement, pursuant to Section 16, *Breach and Enforcement—Grantee's Remedies*.
- 9.5 Assignment.** To assign, convey, or otherwise transfer Grantee's interest in the Protected Property in accordance with Section 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 14, *Notice or Prior Written Approval Required Before Certain Uses and Activities*.

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

#### **10 Access by Public Not Required**

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

#### **11 Reserved Rights and Restrictions in General**

Pursuant to Section 3.3, for the purposes of this Conservation Easement, two land use zones are designated on the Protected Property: (1) the *Building Zone*, and (2) the *Habitat Conservation Zone*. The reserved rights and restrictions described in this Section 11 pertain to the entire Protected Property. Sections 12 and 13 address additional allowed and prohibited uses associated with the designated land use zones.

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

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

**11.2.a Subdivision.** The Protected Property shall remain in unified ownership and 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; and
- (ii) Conventional leases (such as hunting leases or leases of any permitted residence on the Protected Property); or
- (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.

**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 development and extraction of, minerals and hydrocarbons including clay, coal, gravel, industrial minerals, metallic substances, peat, sand, stone, topsoil, and any similar solid material or substance on or below the surface of the Protected Property is prohibited.

- 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.** Commercial recreational use of the Protected Property is prohibited, other than de minimis use of the Protected Property for commercial recreational activities, as such terms are defined by Code section 2031(c)(8)(B) and the applicable Treasury Regulations. By prohibiting more than a de minimis use of the Protected Property for commercial outdoor recreational activities, it is the intent of the Parties to prevent the Protected Property from becoming the site of a commercial recreational enterprise, such as a commercial campground, a golf course, an exclusive hunting grounds or club, a commercial site for an all-terrain vehicle, motocross or other racetrack, a dressage field, or other similar intensive or predominantly commercial use.
- 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 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 Building Zone: Allowed and Prohibited Uses and Activities

### 12.1 Building 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-family residence, one (1) accessory dwelling unit, and their appurtenant structures, access driveways, landscaping, gardens, greenhouses, fences, utilities (including water and septic), renewable energy systems, ponds, and other structures reasonably appurtenant to a single-family residence. Grantor shall provide Grantee Notice, pursuant to Section 14, *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 Building Zone. The purpose of this notice requirement is for Grantee to ensure that such structures are not located outside of the Building Zone.

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

**12.1.c All Uses Allowed in Habitat Conservation Zone Also Allowed in Building 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, *Habitat Conservation Zone Allowed Uses and Activities*, are also allowed in the Building Zone.

**12.2 Building 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 Building Zone is that no more than one (1) single-family residence, one (1) accessory dwelling unit, and their appurtenant structures may be constructed in the Building Zone.

### **13 Habitat Conservation Zone: Allowed and Prohibited Uses and Activities**

#### **13.1 Habitat Conservation Zone Allowed Uses and Activities**

**13.1.a Recreation:** Grantor may use the Protected Property for otherwise lawful non-motorized, low impact recreational uses, including, but not limited to, walking, birdwatching, passive enjoyment, and fishing, with associated foot trails, to the extent that the use does not interfere with the Purpose of this Easement to protect the Conservation Values of the Protected Property.

**13.1.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 14, *Notice or Prior Written Approval Required Before Certain Uses and Activities*.

**13.1.c Buried Water Line and Tank.** Grantor may use, maintain, repair, reconstruct, and replace the buried water line and water tank in its present location, as described in the Baseline Documentation as existing as of the Effective Date of the Conservation Easement, provided that Grantor shall provide Grantee Notice, at least thirty (30) days in advance of any permit application or pre-application to Skagit County, or in advance of any ground disturbing activity in the area of the buried water line and water tank regardless of whether a permit is sought or obtained, pursuant to Section 14, *Notice or Prior Written Approval Required Before Certain Uses and Activities*, for any replacement, expansion, or relocation of the buried water line or water tank so that Grantee may ensure consistency with the Purpose and other terms of this Conservation Easement. Any maintenance, repair, reconstruction, or replacement activity shall minimize the impact to the Conservation Values of the Protected Property.

**13.1.d Mico-Hydro System.** Grantor may maintain, repair and replace, at the same scale the micro-hydro system located in the tributary creeks on the Protected Property as existing as of the Effective Date of the Conservation Easement and as described in the Baseline Documentation.

**13.1.e Vegetation Management**

- (i) **Forest Management.** Grantor may plant native species of trees or shrubs within the Protected Property, as well as undertake forest management practices designed to address native forest health, forest fire prevention, or to enhance or restore native wildlife habitat, including thinning or pruning of existing trees, provided that any cut trees are not removed from the Protected Property for commercial purposes. Prior to such forest management activities within the Habitat Conservation Zone, Grantor shall submit to Grantee, for Prior Written Approval pursuant to Section 14, *Notice or Prior Written Approval Required Before Certain Uses and Activities*, a forest management plan that describes the management objectives of the plan and the specific practices proposed.
- (ii) **Noxious Weeds and Introduced Species.** Grantor may remove noxious, invasive and introduced non-native plant species from the Protected Property.

(iii) **Firewood.** Grantor may collect up to 4 cords of firewood per year from dead or downed trees for personal residential use on the Protected Property.

(iv) **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 14, *Notice or Prior Written Approval Required Before Certain Uses and Activities*. A certified arborist shall arbitrate any disagreement regarding the identification of hazardous or diseased trees.

(v) **Parking Area.** Grantor may mow and remove vegetation in the approximately 50'x 70' parking area adjacent to the Driveway, as existing as of the Effective Date of the Conservation Easement and as described in the Baseline Documentation.

**13.1.f Driveway.** Grantor may use, maintain, and repair the driveway on the Protected Property as existing as of the Effective Date of the Conservation Easement and as described in the Baseline Documentation. The driveway to access the Building Zone shall not exceed 20' in width and shall remain unpaved with pervious surfaces, unless required otherwise by Skagit County Code. Any relocation of the existing driveway within the Habitat Conservation Zone shall be subject to Prior Written Approval pursuant to Section 14, *Notice or Prior Written Approval Required Before Certain Uses and Activities*.

**13.1.g Residential Utilities.** Future installation and maintenance of residential utilities (i.e. powerline) along the existing driveway corridor within the Habitat Conservation Zone shall be subject to Prior Written Approval pursuant to Section 14, *Notice or Prior Written Approval Required Before Certain Uses and Activities*.

**13.1.h Trails.** Grantor may use, maintain, repair, and reconstruct trails as described in the Baseline Documentation as existing on the Protected Property as of the Effective Date of the Conservation Easement for non-motorized trail use. In addition, Grantor may construct, use, maintain, repair, reconstruct, and replace non-paved foot-trails up to three feet in width not existing on the Protected Property as of the Effective Date of the Conservation Easement, subject to Prior Written Approval pursuant to Section 14, *Notice or Prior Written Approval Required Before Certain Uses and Activities* of the proposed plan for any such trail location and construction within the Habitat Conservation Zone.

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

**13.2 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.

**13.2.a Structures.** The placement or construction of any buildings, structures, utilities, or other improvements of any kind is prohibited, except as expressly allowed in Section 13.1, *Habitat Conservation Zone Allowed Uses and Activities*.

**13.2.b Alteration of Land.** Alteration in the topography of the land including the excavation or placing of soil, dredging spoils, filling, or placement of stream bank hardening is prohibited, except for any activity or use that is expressly permitted under Section 13.1, *Habitat Conservation Zone Allowed 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 is prohibited except for any activity or use that is expressly permitted under Section 13.1, *Habitat Conservation Zone Allowed Uses and Activities*.

- 13.2.d Tree Harvest or Vegetation Removal.** The gathering, harvest, removal, or destruction of trees or shrubs is prohibited, except incidental to allowed uses and activities as expressly allowed in Section 13.1, *Habitat Conservation Zone Allowed Uses and Activities*.
- 13.2.e Introduced Vegetation.** The intentional introduction of non-native plant species is prohibited.
- 13.2.f Crop Cultivation.** The cultivation of any crops including commercial timber products, nursery stock, fruits and vegetables, row crops, and livestock feed is prohibited; this shall not be construed to prohibit the planting of native trees and plants for the purposes of habitat restoration; or the sale of timber products associated solely with approved restoration activities.
- 13.2.g Stormwater Runoff.** Channelized stormwater outflow and/or discharge of pollutants to the wetlands or freshwater stream is prohibited.
- 13.2.h Signs.** The construction or placement of commercial signs, billboards, or other commercial advertising material is prohibited. This provision shall not be interpreted to prohibit Grantor from placing small signs that advise “no hunting,” “private property,” or other small signs indicating the protected conservation status of the Protected Property, provided that such signs are designed and located to avoid or minimize impact on the Conservation Values of the Protected Property, 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.
- 13.2.i Motorized vehicles:** The use of motorized vehicles is prohibited 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.
- 13.2.j Night Lighting:** The use of any continuous type of night lighting that may disrupt the Conservation Values of the Protected Property. This section is not intended to prohibit low-intensity lighting on improvements in the Building Zone (porch lights, in chicken coops, etc.)

**13.2.k Camping:** Public, commercial, or private camping, including the use of recreational vehicles, that would have an adverse impact on the Conservation Values of the Protected Property. This section is not intended to prohibit occasional, low-impact camping for outdoor recreation and enjoyment.

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

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. Grantor acknowledges and agrees that this is the obligation of Grantor and that Grantee is not responsible under this Easement for determining whether any such use or activity meets such requirements when Grantee is provided notice of such use or activity under this Easement or when Grantee provides its Prior Written Approval of such use or activity under this Easement.

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

#### **14.2 Notice Distinguished from Prior Written Approval**

**14.2.a Notice.** As used in this Conservation Easement, a requirement that the Grantor “notify” or “provide Notice” to Grantee pursuant to this Section means that the Grantor shall provide Grantee in writing the information set out in Section 14.3, *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.

**14.2.b Prior Written Approval.** As used in this Conservation Easement, a requirement that Grantor obtain "Prior Written Approval" from Grantor pursuant to this Section before taking action means that the Grantor shall provide Notice as described in Section 14.3, *Required Contents of the Notice*, and await Grantee's written response as set out in Sections 14.7, *Time for Grantee's Response to a Request for Prior Written Approval*, and 14.8, *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 14.9, *Grantee's Failure to Respond to a Request within the Allotted Time*, and 14.10, *Professional Third-Party Consultation*

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

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

**14.4.a** 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;

**14.4.b** Buried water line and tank reconstruction or replacement under Section 13.1.c, *Buried water line and tank* (Habitat Conservation Zone), at least 30 days prior to the time of permit application or pre-application; or

**14.4.c** Transferring any interest in all or a portion of the Protected Property Section 23, *Subsequent Transfers*, at least 30 days prior to the date of such transfer.

**14.5 When Prior Written Approval is Required.** Except in the case of emergencies under Section 13.1.i, *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:

- 14.5.a** Moving or removing reference point markers placed under Section 9.6, *Markers*;
- 14.5.b** Habitat and hydrologic restoration and enhancement activities in the Habitat Conservation Zone under Section 13.1.b, *Habitat and Hydrologic Restoration and Enhancement*;
- 14.5.c** Forest management activities in the Habitat Conservation Zone under Section 13.1.e.(j), *Forest Management*;
- 14.5.d** Except in case of emergency, removal of hazard trees under Section 13.1.e.(iv) *Hazard Trees*;
- 14.5.e** Relocation of the driveway within the Habitat Conservation Zone under Section 13.1.d, *Driveway (Habitat Conservation Zone)*.
- 14.5.f** Installation or reconstruction of utilities (i.e. power lines) as allowed only in the existing driveway location under Section 13.1.g *Residential Utilities*;
- 14.5.g** Location and construction of new trails in the Habitat Conservation Zone under Section 13.1.e, *Trails (Habitat Conservation Zone)*.
- 14.6 Optional Consultation.** If Grantor is unsure whether a proposed use or activity is prohibited by this Conservation Easement, Grantor may consult Grantee by providing Grantee a written notice describing the nature, scope, design, location, timetable, and any other material aspect of the proposed use or activity in sufficient detail to permit Grantee to make an informed judgment as to the consistency with the Purpose and other terms of this Conservation Easement and to provide comments thereon to Grantor for the purpose of this Conservation Easement only. Grantee's response shall be in accordance with the time period and manner provided in Sections 14.7, *Time for Grantee's Response to a Request for Prior Written Approval*, and 14.8, *Response to a Request for Prior Written Approval*.
- 14.7 Time for Grantee's Response to a Request for Prior Written Approval.** Unless otherwise provided in this Conservation Easement, Grantee shall have thirty (30) days from the receipt of a request for Prior Written Approval, to review the proposed use or activity. The 30-day period shall not begin until Grantee has received adequate information to evaluate the proposed use or activity. If Grantee requires additional information to evaluate the proposed use or activity, Grantee shall request the information from Grantor as soon as practicable, and in any case not later than 30 days after receiving the request for approval.

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

**14.9 Grantee's Failure to Respond to a Request for Prior Written Approval Within the Allotted Time.** Where Grantee's Prior Written Approval is required, and if Grantee does not respond within the required time period and manner set forth in Section 14.7, *Time for Grantee's Response to a Request for Prior Written Approval*, and Section 14.8, *Response to a Request for Prior Written Approval*, Grantor shall resubmit its notice pursuant to Section 14.12, *Addresses*. If Grantee fails thereafter to act on Grantor's resubmitted request for Prior Written Approval within thirty (30) days of receipt, as indicated by the registered or certified return receipt or other proof of delivery, Grantee's constructive disapproval of the requested use or activity in question shall be presumed. Because a constructive disapproval is not a decision by Grantee based on the merits of the request, it is not final or binding on Grantee, and Grantor can resubmit the same or a similar request for approval. 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 constructed to be a waiver of Grantee's rights under the Easement with respect to any future proposed action, use or activity.

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

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

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

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

## 15 Dispute Resolution

**15.1 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 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.

- 15.1.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:
- 15.1.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.
- 15.1.c Participation.** The mediator may meet with the Mediation Parties and their counsel jointly or ex parte. The Mediation Parties agree that they will participate in the mediation process in good faith and expeditiously, attending all sessions scheduled by the mediator. Representatives of all Mediation Parties with settlement authority will attend mediation sessions as requested by the mediator.
- 15.1.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).
- 15.1.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.

- (i) **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.

## 16 Breach and Enforcement—Grantee's Remedies

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

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

### 16.3 Grantee's Right to Bring Action

Grantee may bring an action as provided in Section 16.5, *Grantee's Judicial Remedies*, if:

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

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

## 16.5 Grantee's Judicial Remedies

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

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

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

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

- 16.7 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 judgement 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 by their personal representatives, heirs, successors, or assigns who are otherwise determined to be responsible for the unauthorized use or activity.
- 16.8 Grantee's Forbearance.** Grantee acknowledges its commitment to uphold the Purpose of the Conservation Easement. However, any forbearance by Grantee to exercise its rights under this Conservation Easement in the event of any breach of any terms of this Conservation Easement by Grantor or person(s) acting on its behalf, at its direction, with its permission, or otherwise subject to its supervision and control, shall not be deemed or construed to be a waiver by Grantee of such term or any of Grantee's rights under this Conservation Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor may impair such right or remedy or be construed as a waiver of such term or any of Grantee's rights under this Conservation Easement.
- 16.9 Waiver of Certain Defenses.** Grantor acknowledges that it has carefully reviewed this Conservation Easement and its terms and requirements. In full knowledge of the provisions of this Conservation Easement, Grantor hereby waives any claim or defense it may have against Grantee or its successors or assigns under or pertaining to this Conservation Easement based upon waiver, laches, estoppel, or prescription, except to the extent the defense is based upon an approval or deemed approval by Grantee pursuant to Section 14, *Notice or Prior Written Approval Required Before Certain Uses and Activities*, of this Conservation Easement.

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

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

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

## **17 Property Maintenance, Insurance, Liens, and Taxes**

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

- 17.2 Insurance.** Grantor shall maintain comprehensive general liability insurance coverage for the Protected Property. Such insurance shall name Grantee as an additional insured, 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 there for from Grantor. Grantee may require proof of such insurance prior to recording of the Conservation Easement.
- 17.3 Liens.** Grantor will prevent the perfection of any liens against the Protected Property arising out of any work performed for, material furnished to, or obligations incurred by Grantor, provided that the Protected Property shall be deemed to be free of such liens if Grantor is diligently challenging the application of such liens to the Protected Property.
- 17.4 Taxes.** Grantor shall pay before delinquency, or file timely appeal of, all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Protected Property by competent authority (collectively "taxes"), including any taxes imposed upon, or incurred as a result of, this Conservation Easement, and shall furnish Grantee with satisfactory evidence of payment upon request. If Grantor fails to pay any taxes when due, Grantee is authorized, but in no event obligated, to make or advance such payment of taxes upon three (3) days prior written notice to Grantor, in accordance with any bill, statement, or estimate procured from the appropriate authority, without inquiry into the validity of the taxes or the accuracy of the bill, statement, or estimate, for which Grantor shall be obligated to promptly reimburse Grantee; and the obligation created by such payment will bear interest until paid by Grantor at the maximum rate allowed by law.

## **18 General Representations and Warranties**

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

- 18.1 Good Title.** Grantor has good title to the Protected Property, Grantor has the right to convey this Conservation Easement, and the Protected Property is free and clear of any liens, mortgages or other financial encumbrances;
- 18.2 Access.** Grantor has legal access from a public road (Diobsud Creek Road) to the Protected Property, and the right to permit Grantee, its successors and assigns, to access the Protected Property and to carry the rights granted to Grantee under this Conservation Easement.

**18.3 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;

**18.4 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.

## **19 Environmental Representations and Warranties**

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

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

### **19.2 Environmental Warranties**

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

- 19.2.b** Grantor warrants that there are no notices by any governmental authority of any violation or alleged violation of, non-compliance or alleged non-compliance with or any liability under any Environmental Law relating to the operations or conditions of the Protected Property, nor have civil or criminal proceedings been instigated or be pending against Grantor or its predecessors by government agencies or third parties arising out of alleged violations of any Environmental Law.
- 19.2.c** Grantor warrants that Grantor has no actual knowledge of a release, threatened release, dumping, burying, abandonment, or migration from off-site onto the Protected Property of any Hazardous Materials.
- 19.2.d** Neither Grantor nor Grantor's predecessors in interest have disposed of any hazardous substances off-site, nor have they disposed of substances at sites designated or proposed to be designated as federal Superfund (42 U.S.C. §§ 9601 et seq.) or state Model Toxics Control Act (Chapter 70A.305 RCW) sites.
- 19.3 Environmental Indemnification.** Grantor hereby promises to hold harmless and indemnify Grantee against all litigation, claims, demands, penalties, fines, and damages, including reasonable attorney's fees, arising from or connected with the release or threatened release of any Hazardous Materials on, at, beneath, or from the Protected Property, or arising from or connected with a violation of any Environmental Laws by Grantor or any other prior owner of the Protected Property. Grantor's indemnification obligation shall not be affected by any authorizations provided by Grantee or the United States to Grantor with respect to the Protected Property or any restoration activities carried out by Grantee at the Protected Property; provided, however, that Grantee shall be responsible for any Hazardous Materials contributed after this date to the Protected Property by Grantee.
- 19.4 Remediation.** If, at any time, there occurs, or has occurred, a release in, on, or about the Protected Property of any Hazardous Material, Grantor agrees to take all steps required under applicable law to assure its containment and remediation, including any cleanup that may be required, unless the release was caused by Grantee, in which case Grantee shall be responsible for remediation.

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

**19.6 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.

**19.7 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.

## 20 Indemnification

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

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

**20.1.b** (b) The obligations, covenants, representations, and warranties in Section 17, Property Maintenance, Insurance, Liens, and Taxes, Section 18, General Representations and Warranties, and Section 19, Environmental Representations and Warranties.

## 21 Amendments and Discretionary Consent

**21.1 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/or 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 21.2 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.

**21.2 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:

**21.3 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 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.

**21.4 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 Property in accordance with the provisions of Section 22, *Extinguishment, Condemnation, and Proceeds*;
- (vi) Any such discretionary consent or amendment shall not result in the private inurement or confer impermissible private benefit; and
- (vii) No discretionary consent or amendment shall be allowed based on economic hardship.

**21.4.a Consistency with Grantee Policies.** Any amendment shall be consistent with Grantee's Conservation Easement Amendment and Correction Deed Policy. Any discretionary approval shall be consistent with Grantee's Discretionary Approval Policy.

**21.5 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.

## 22 Extinguishment, Condemnation, and Proceeds

**22.1 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 a 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 are used by the Grantee in a manner consistent with the conservation purposes of the original contribution and in accordance with the Assignment of Rights referenced in Section 24.2 of this Conservation Easement.

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

**22.3 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 gift, bears to the fair market value of the property as a whole at that time. The proportionate value of Grantee's property rights remains constant such that if a subsequent sale, exchange, or involuntary conversion of the Protected Property occurs, 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. If the Grantor obtains an appraisal for federal income or other tax purposes, Grantor shall provide the Grantee with a copy of that appraisal.

## 23 Subsequent Transfers

**23.1** Grantor agrees to:

- 23.1.a** Incorporate the terms of this Conservation Easement by reference in any deed or other legal instrument by which they divest themselves of any interest in all or a permissible 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.
- 23.1.b** 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.
- 23.1.c** 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 themselves of any interest in all or a portion of the Protected Property; and
- 23.1.d** Give Notice to Grantee of the transfer of any interest in all or a permissible portion of the Protected Property, pursuant to Section 14, *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.
- 23.2** 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, but Grantee may assign its rights and obligations under this Conservation Easement only to an organization that is a qualified organization at the time of transfer under section 170(h) of the Code (or any successor provision then applicable), and the applicable regulations promulgated thereunder, and authorized to acquire and hold conservation easements under RCW 64.04.130 or RCW 84.34.250 (or any successor provision then applicable). As a condition of such transfer, Grantee shall require that the Purpose of this Conservation Easement will continue to be carried out by the transferee. Grantee shall notify Grantor in writing, at Grantor's last known address, in advance of such assignment.

**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 Salmon Recovery Funding Board (SRFB) administered by the Recreation and Conservation Office (RCO). The Assignments of Rights for the State of Washington through SRFB shall be substantially in the form attached to this Conservation Easement as Exhibit E.

**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 Representation of Tax Benefits

- 25.1 Grantor has not relied upon any information or analysis furnished by Grantee with respect to the availability, amount or effect of any deduction, credit or other benefit to Grantor under the Code, the Treasury Regulations or other applicable law, or the value of this Conservation Easement of the Protected Property.
- 25.2 Grantor has relied solely upon its own judgment and/or professional advice furnished by the appraiser and legal, financial and accounting professionals engaged by the Grantor in entering into this Conservation Easement. IF any person providing services in connection with this Conservation Easement or the Protected Property was recommended by Grantee, the Grantor acknowledges that Grantee is not responsible in any way for the performance of services by these persons.
- 25.3 The Conveyance of this Conservation Easement is not conditioned upon the availability or amount of any deduction, credit or other benefit under Code, the Treasury Regulations or other applicable law.

## 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 (h)84.34 and Code Section. 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 the Protected Property
- B. Legal Description of the Building Zone
- C. Legal Description of the Habitat Conservation Zone
- D. Site Map
- E. Example Assignment of Rights Document
- F. Baseline Report

*{Signature pages follow}*



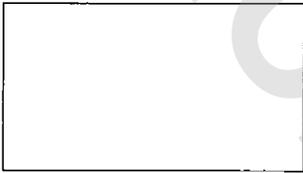
SKAGIT LAND TRUST does hereby accept the above Grant Deed of Conservation Easement.

Dated: 4/30/25 By: Kirk Johnson  
Kirk Johnson, President, Skagit Land Trust

State of Washington )  
 ) ss.  
County of Skagit )

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

Dated: 4-30-25



Kyle Beam  
Signature of Notary Public  
Kyle Beam  
Printed Name of Notary Public  
My appointment expires 9-11-27

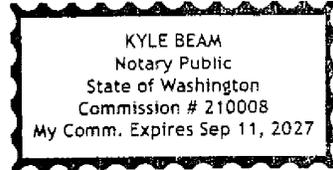


Exhibit A

**Legal Description of the Protected Property**

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

Tract 1 of that certain survey of portions of Sections 29, 30 and 31, Township 36 North, Range 11 East of the Willamette Meridian, recorded February 19, 1980, in Volume 3 of Surveys, pages 12 and 13, under Auditor's File No. 8002190006, records of Skagit County, Washington.

Situated in Skagit County, Washington.

## Exhibit B

**Legal Description of the Building Zone**

A PORTION OF TRACT 1 OF THAT CERTAIN RECORD OF SURVEY DATED FEBRUARY 19, 1980 AND RECORDED UNDER AUDITOR'S FILE NUMBER 8002190006 MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE REBAR AND CAP MARKING THE NORTHWEST CORNER OF TRACT 5 OF SAID SURVEY; THENCE SOUTH 42°22'55" WEST A DISTANCE OF 1140.83' TO A REBAR AND CAP ON THE LINE BETWEEN TRACTS 1 AND 2 SET DURING SAID SURVEY; THENCE NORTH 47°00'07" EAST A DISTANCE OF 227.15' TO A REBAR AND CAP SET IN OCTOBER 2024; THENCE NORTH 65°52'39" WEST A DISTANCE OF 106.41' TO A REBAR AND CAP AND THE POINT OF BEGINNING; THENCE NORTH 53°21'23" WEST A DISTANCE OF 207.79' TO A REBAR AND CAP; THENCE NORTH 19°33'19" EAST A DISTANCE OF 174.43' TO A REBAR AND CAP; THENCE NORTH 52°23'44" EAST A DISTANCE OF 136.07' TO A REBAR AND CAP; THENCE SOUTH 50°48'04" EAST A DISTANCE OF 148.96' TO A REBAR AND CAP; THENCE NORTH 53°21'13" EAST A DISTANCE OF 120.14' TO A REBAR AND CAP; THENCE SOUTH 59°23'41" EAST A DISTANCE OF 51.41' TO A REBAR AND CAP; THENCE SOUTH 07°58'25" WEST A DISTANCE OF 71.53' TO A REBAR AND CAP; THENCE SOUTH 52°24'23" WEST A DISTANCE OF 79.24' TO A REBAR AND CAP; THENCE SOUTH 41°55'12" WEST A DISTANCE OF 273.67' TO THE POINT OF BEGINNING.

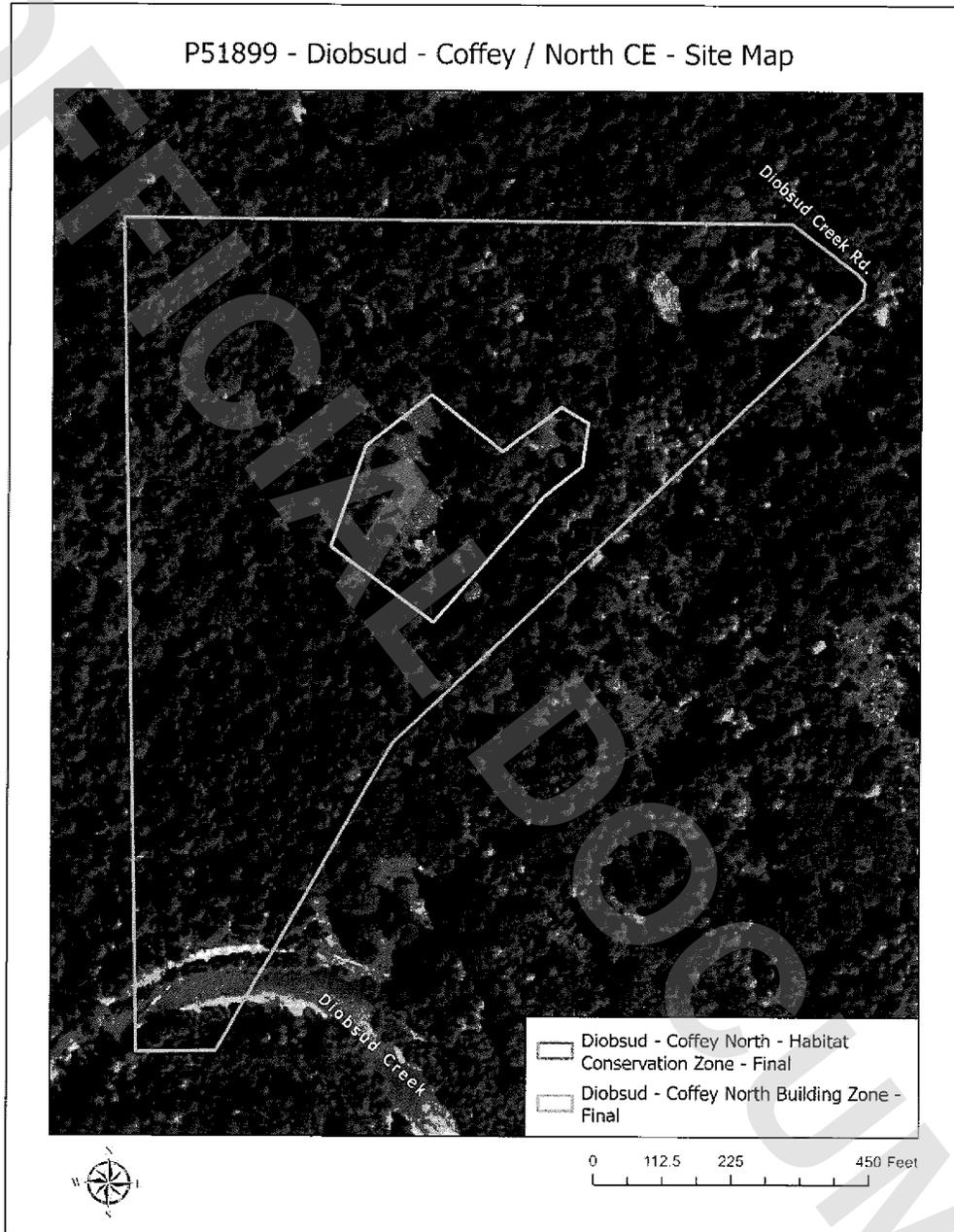
## Exhibit C

**Legal Description of the Habitat Conservation Zone**

ALL OF TRACT 1 OF THAT CERTAIN RECORD OF SURVEY DATED FEBRUARY 19, 1980 AND RECORDED UNDER AUDITOR'S FILE NUMBER 8002190006, EXCEPT THE FOLLOWING DESCRIBED PORTION:

COMMENCING AT THE REBAR AND CAP MARKING THE NORTHWEST CORNER OF TRACT 5 OF SAID SURVEY; THENCE SOUTH 42°22'55" WEST A DISTANCE OF 1140.83' TO A REBAR AND CAP ON THE LINE BETWEEN TRACTS 1 AND 2 SET DURING SAID SURVEY; THENCE NORTH 47°00'07" EAST A DISTANCE OF 227.15' TO A REBAR AND CAP SET IN OCTOBER 2024; THENCE NORTH 65°52'39" WEST A DISTANCE OF 106.41' TO A REBAR AND CAP AND THE POINT OF BEGINNING; THENCE NORTH 53°21'23" WEST A DISTANCE OF 207.79' TO A REBAR AND CAP; THENCE NORTH 19°33'19" EAST A DISTANCE OF 174.43' TO A REBAR AND CAP; THENCE NORTH 52°23'44" EAST A DISTANCE OF 136.07' TO A REBAR AND CAP; THENCE SOUTH 50°48'04" EAST A DISTANCE OF 148.96' TO A REBAR AND CAP; THENCE NORTH 53°21'13" EAST A DISTANCE OF 120.14' TO A REBAR AND CAP; THENCE SOUTH 59°23'41" EAST A DISTANCE OF 51.41' TO A REBAR AND CAP; THENCE SOUTH 07°58'25" WEST A DISTANCE OF 71.53' TO A REBAR AND CAP; THENCE SOUTH 52°24'23" WEST A DISTANCE OF 79.24' TO A REBAR AND CAP; THENCE SOUTH 41°55'12" WEST A DISTANCE OF 273.67' TO THE POINT OF BEGINNING.

Exhibit D  
SITE MAP



## Exhibit E

## Example Assignment of Right Document

RCO 23-1183C - Skagit Land Trust  
 Skagit Habitat Watershed Acquisition

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

Document Title: Assignment of Rights  
 Assignor: Skagit Land Trust  
 Assignee: The State of Washington  
 Abbreviated Legal Description:

*Full legal description shown in Exhibit A, B & C*

Assessor's Parcel Nos: P51899

Reference No. of Related Document: \_\_\_\_\_ (Conservation Easement)

**ASSIGNMENT OF RIGHTS  
 WASHINGTON STATE RECREATION AND CONSERVATION OFFICE**

This ASSIGNMENT OF RIGHTS (this "Assignment") is executed as of the \_\_\_\_ day of XXXX, 2025 by the Skagit Land Trust, a Washington nonprofit corporation ("Assignor SLT"), to and in favor of THE STATE OF WASHINGTON through the Salmon Recovery Funding Board (SRFB) administered by the Recreation and Conservation Office (RCO) ("Assignee State"), including any successor agencies.

**RECITALS**

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

B. The purpose of the Conservation Easement is described in the Conservation Easement. That purpose is also described in the Project Agreement entered into between Assignor SLT, the recipient of Recreation and Conservation Office ("RCO") funds, and the Assignee State through the

Diobsud Coffey/North to Skagit Land Trust CE (Bargain Sale) - Page 47

RCO entitled Skagit Watershed Habitat Acquisition dated 2023 and the supporting materials which are on file with the Assignee State in connection with the Project Agreement, which Project Agreement is incorporated herein by this reference. That purpose includes protection and restoration of riparian habitat, as defined in the Conservation Easement.

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

D. These recitals are incorporated herein by this reference.

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

#### AGREEMENT

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

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

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

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

d. **Termination For Reasons of Impracticability.** A right to review and approve any proposed agreements to terminate the Conservation Easement, or release a portion of the Property from the terms of the Conservation Easement, before expiration of the term of the Conservation Easement for the reason that circumstances have rendered the conservation purpose of the Conservation Easement impractical to achieve. Absent approval of the Assignee State acting through the RCO or entry of an order of the Superior Court in which the Property subject to the Diobsud Coffey/North to Skagit Land Trust CE (Bargain Sale) - Page 48

Conservation Easement is located, the Assignor SLT shall not enter into any termination or release agreement.

e. **Stewardship and Management Plans.** A right to review any Stewardship and/or Management Plans, including restoration and enhancement plans, as defined in the Conservation Easement. Review by RCO's Director will be for compliance with the terms of the Project Agreement. To the extent the rights assigned herein overlap with the rights granted to the Assignor SLT under the Conservation Easement, the rights assigned herein shall not be construed to displace those rights. These Rights shall be held in common with Assignor SLT or Assignor SLT's successors and assigns.

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

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

a. Owner, identified in *Exhibit 1* attached hereto and incorporated herein, has authorized and approved this Assignment.

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

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

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

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

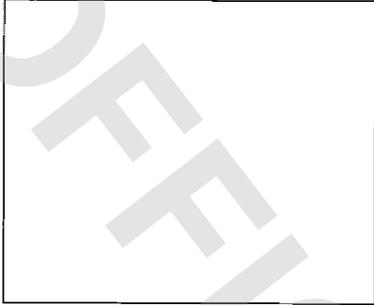
5. **Indemnity.** Assignor SLT shall defend, protect and hold harmless the Assignee State, or any officers or employees thereof, from and against any and all costs, claims, fees and expenses arising out of in part or whole the acts or omissions of Assignor SLT and/or its employees, relating to the Conservation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

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



Skagit Land Trust to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_



(Use this space for notarial stamp)

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
My commission expires



**EXHIBIT 1 (Assignment of Right Example Only)**  
**OWNER AND CONSERVATION EASEMENT RECORDING NUMBER**

Name(s):

Address:

Recording No.: \_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT 2 (Assignment of Right Example Only)**

**LEGAL DESCRIPTION FOR PROPERTY  
SUBJECT TO CONSERVATION EASEMENT**

Tract 1 of that certain survey of portions of Sections 29, 30 and 31, Township 36 North, Range 11 East of the Willamette Meridian, recorded February 19, 1980, in Volume 3 of Surveys, pages 12 and 13, under Auditor's File No. 8002190006, records of Skagit County, Washington.

Situated in Skagit County, Washington.

Exhibit F: Baseline Report

**BASELINE REPORT**

**DIOBSUD CREEK – COFFEY / NORTH  
CONSERVATION EASEMENT**



April 18<sup>th</sup>, 2025  
Michael Kirshenbaum, M.S.  
Conservation Director, Skagit Land Trust

**Diobsud Creek – Coffey / North Conservation Easement – Skagit Land Trust**

Grantor Information: Robert Coffey and Deborah North

Location: 4490 Diobsud Creek Rd.  
Marblemount, WA 98267  
S30, T36, R11 SE

Legal Description: *Full legal description shown in CE Exhibits A, B & C.*

Assessor's Tax Parcel #'s: P51899

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

**Property Information**

Acres: 20.3 acres (approximate)

Number of Homes: Two small cabins with appurtenant outbuildings

Elevation: 400 – 550 ft.

County Zoning: Rural Reserve

Survey: The protected area was surveyed in 2024 and recorded under AF# 202411180060

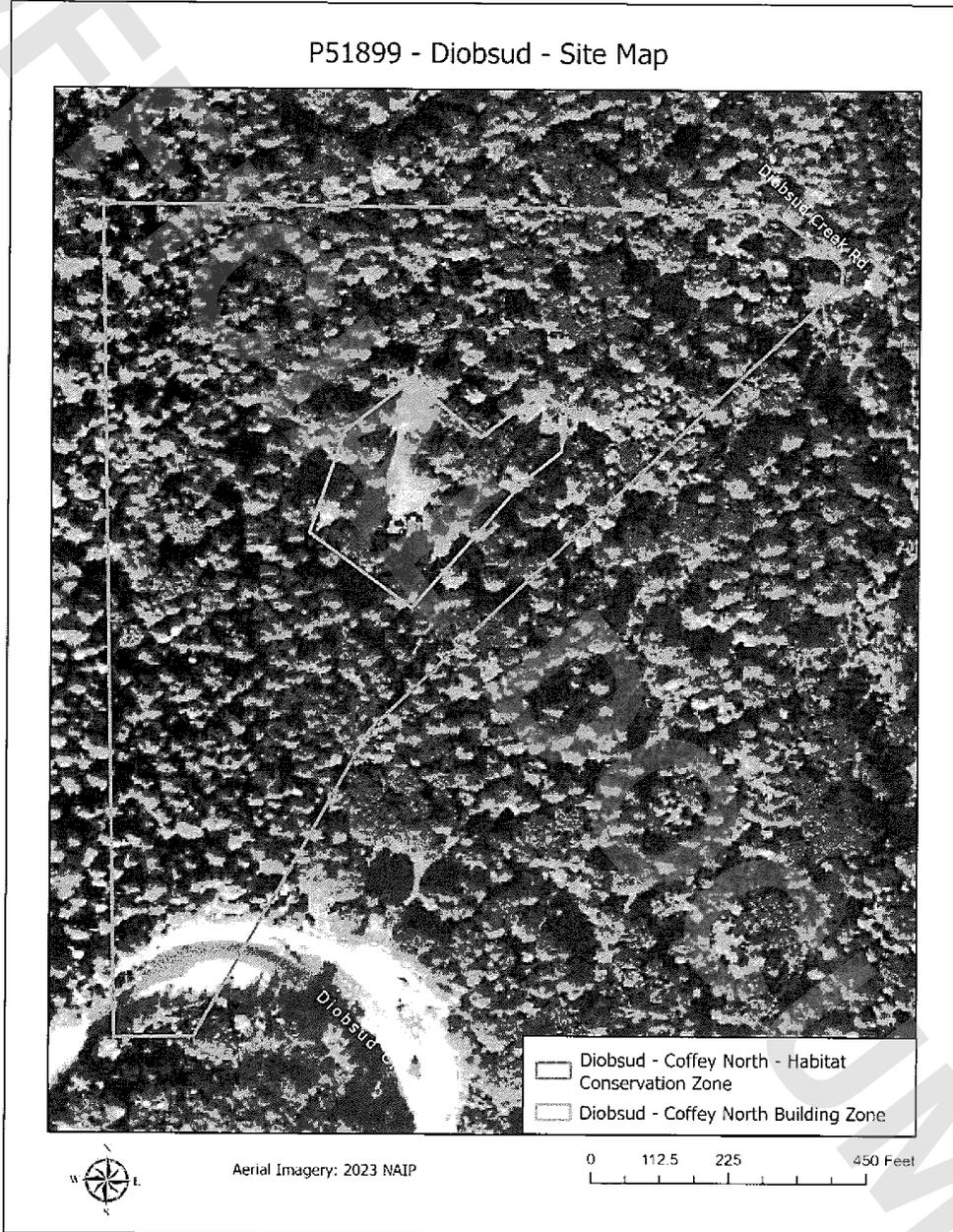
Driving Directions: (From Mt. Vernon): Drive east on SR 20 past Marblemount. Turn left (north) on Diobsud Creek Rd. Travel appx. 1 mile and the gated driveway is on the left.

Boundaries: The north and west boundaries are with USFS land, except for the very NE corner, which is bordered by Diobsud Creek Rd. The south border is Diobsud Creek, the E / SE border is with a private landowner. Skagit Land Trust (SLT) staff marked surveyed corners of the building zone with T-posts and SLT signs and the E / SE boundary with private neighbor with T-posts and SLT signs.

**Site Overview**

*Habitat Conservation Zone:* Approximately 18.41 acres of mature forest, riparian habitat and approximately 220 feet of Diobsud Creek shoreline.

*Building Zone:* Approximately 1.93 acres featuring two small, off-the-grid cabins and several appurtenant structures.



**Geographic Context**

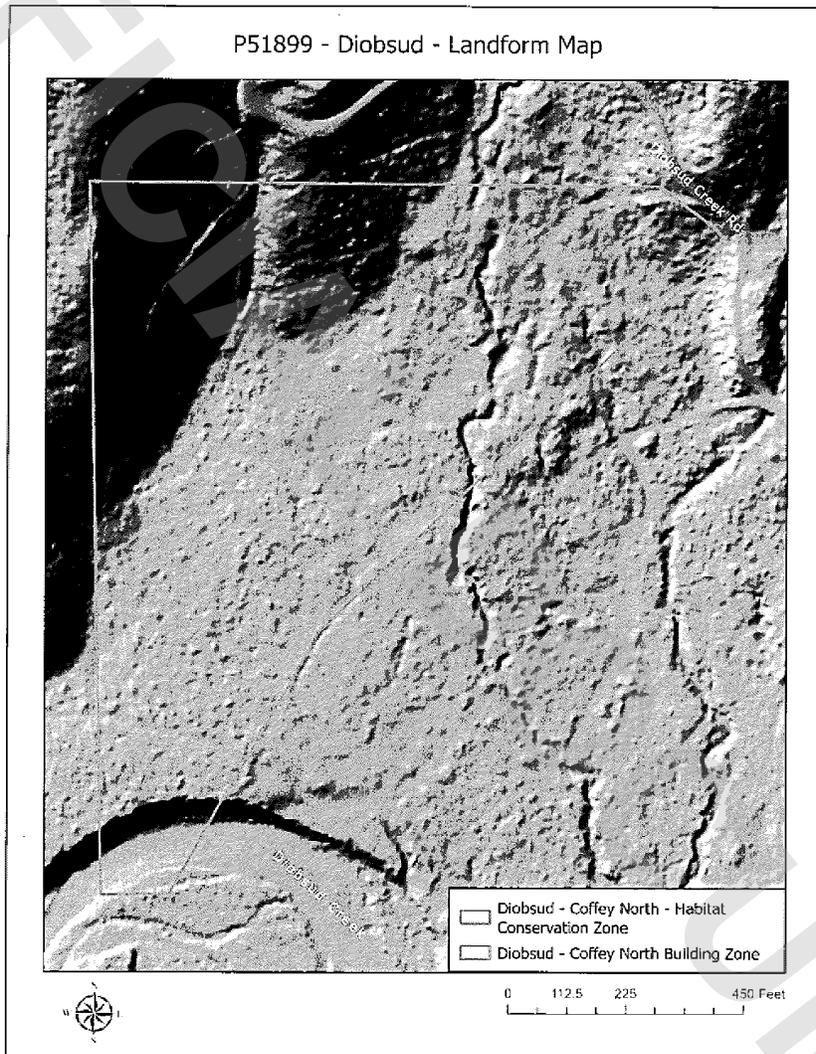
The protected property is located along Diobsud Creek, a tributary to the Skagit River in Marblemount, Skagit County, Washington. The Skagit River has been federally designated as part of the Wild and Scenic River System. Nearby land ownership includes privately-held rural residential parcels, private commercial forestlands and a number of conservation-owned parcels. The protected property is adjacent to the Mt. Baker – Snoqualmie National Forest and less than three miles from North Cascades National Park, the Stephen Mather Wilderness and the Noisy-Diobsud Wilderness.



**Geology**

*Landforms*

The protected property lies within the small valley of Diobsud Creek, and the creek forms its southern boundary. The shoreline is unarmored and semi-regular avulsion events have changed the creek shoreline, typically during fall and winter flood events. There is an unnamed tributary to Diobsud that flows north-to-south through eastern portion of the protected property. The protected property's high point is the NW corner, where it descends steeply to meet the relatively flat majority of the property, before a steep cut bank above Diobsud Creek.

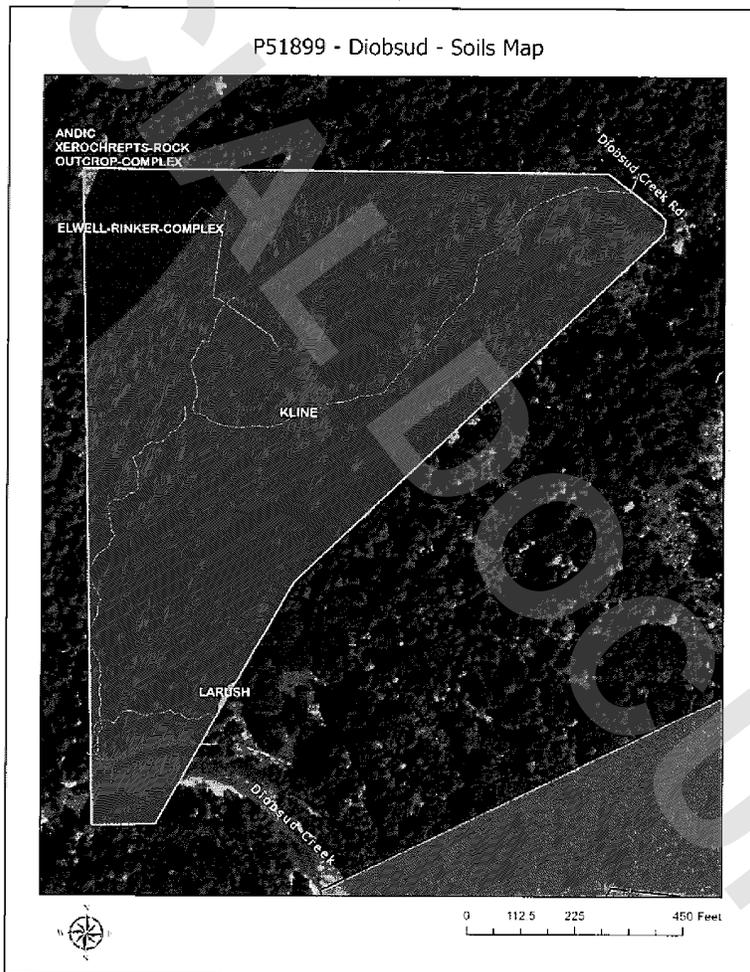


*Soils*

The primary soil type (approximately 90%) is Kline (84), which is a very gravelly sandy loam, 0 to 8 percent slopes, commonly found on alluvial fans and consisting of alluvium as its parent material, it is typically associated with Puget Lowlands Moist Forest. Native vegetation associated with Kline is principally Douglas-fir, western hemlock, red alder, and western redcedar with an undergrowth of salal, red huckleberry, western sword fern, western bracken fern, trailing blackberry, Oregon-grape, northern twinflower, and northern bedstraw. The soil is moderately well drained; slow runoff; very rapid permeability. Unless protected these soils have very brief occasional flooding. Water table is at 3 to 5 feet during January through April and drops rapidly as snow melt runoff decreases.

Less than 10% of the property features Elwell-Rinker complex, Andic Xerochrepts rock outcrop complex, and Larush soils.

Soil map and information from via USDA's Web Soil Survey.



### Hydrology

Diobsud Creek flows roughly west to east along the southern boundary of the property, before joining the Skagit River (approximately 1.5 river miles downstream). The high bank along Diobsud prevents flooding. There is an unnamed seasonal tributary of Diobsud that flows north-to-south and bisects the NE portion of the property, entirely within the Habitat Conservation Zone. There are other small ephemeral streams and slight watercourses that emerge during the wet season, including one that feeds the water tank in the NW portion of the property. Apart from the stream channel, there are no known wetlands on the property.

### Ecosystems and Plants

**Habitat Conservation Zone:** The primary conservation feature of the property is a mature (appx. 100 – 150-year-old) forest with a closed canopy and a significant understory layer of younger trees, shrubs, ferns and other woodland species above the undeveloped shoreline along Diobsud Creek. This riparian and upland forest dominated by native species that allows vital ecological processes to occur, benefiting a wide variety of freshwater stream, riparian and upland forest-dependent species.

The forest was most likely originally harvested in the late 19<sup>th</sup> or early 20<sup>th</sup> century, resulting in the current second or third growth forest. The forest may be categorized as a North Pacific Lowland Riparian Forest and Shrubland (DNR 2015). Riparian forests are the most structurally and floristically diverse type of vegetation in the Pacific coastal region, and this forest is in good condition, hosting a wide variety of native plant species as well as structural elements of the forest which provide habitat for many wildlife species (for example, snags, shrub thickets and gravel bars). The canopy is primarily composed of conifers (particularly *Pseudotsuga menziesii* - Douglas fir and *Thuja plicata* - western red cedar), with some deciduous trees (particularly *Acer macrophyllum* - big leaf maple -- and *Alnus rubra* - red alder) with a very diverse and thick shrub understory. The forest on this property performs many functions that protect water quality downstream. The presence of trees and shrubs protects the land from erosion and traps sediments carried by the water from upstream. There is also an exchange of nutrients, some leaving the site, while others are accumulated in the forest.

**Building Zone:** This area features open areas of lawn grass, interspersed with large native trees and shrubs.

### Native and Naturalized Vegetation

Baldhip Rose	Bells
Big Leaf Maple	Indian plum
Bracken fern	Licorice fern
Cascara	Maidenhair fern
Deer fern	Miner's Lettuce
Devil's Club	Noble Fir
Douglas Fir	Nootka Rose
Goat's Beard	Oceanspray

Pacific Ninebark  
 Red Alder  
 Red Cedar  
 Red Elderberry  
 Red Flowering Currant  
 Red Huckleberry  
 Salal  
 Salmonberry  
 Sitka Spruce  
 Snowberry  
 Stinging nettles

Sword fern  
 Thimbleberry  
 Trailing Blackberry  
 Twinberry  
 Vine Maple  
 Western Hemlock  
 Willow

#### Noxious Weeds and Invasive Vegetation

*Geranium robertianum* (Herb robert)

*Rubus armeniacus* (Himalayan Blackberry)

\* Species list compiled with the assistance of landowners.

#### Habitat and Wildlife

##### *Priority Habitats and Species*

According to WDFW Priority Habitat and Species (PHS) data, the protected property contains priority areas for the following species: Salmonids (including Pink, Chum, Chinook, Coho, Steelhead, Cutthroat, and Sockeye), Bull Trout, Northern Spotted Owl, and Gray Wolf. The property also provides habitat for federally listed Chinook salmon.

##### *Overall Habitat*

The riparian and upland forest provides habitat for a wide range of species. There is cover for resting, nesting, and hiding from predators or the elements. Understory shrub species, and other vegetation and insects throughout the forest, provide food. There are trees in a wide range of decay, including snags appropriate for nesting and cavity dwelling animals. There are perches for raptors such as bald eagles and osprey. The river provides cool, wet soils, riffles and pools, and drinking water. This protected area provides connectivity along the creek within a much larger protected landscape of nearby conservation parcels, USFS and NPS land, benefiting species that need space to roam. Development remains a threat in immediately surrounding areas, which could make this corridor even more valuable in the future.

#### Observed Wildlife Species

The following lists contain species which have been observed on site. Additional, not yet observed species are most likely also utilizing the site (see Priority Habitat and Species above for a list of observed fish species).

##### Mammals

Cougar  
 Black Bear

Coyote

Bobcat

White-tailed Deer

Squirrel

Moles

Mice

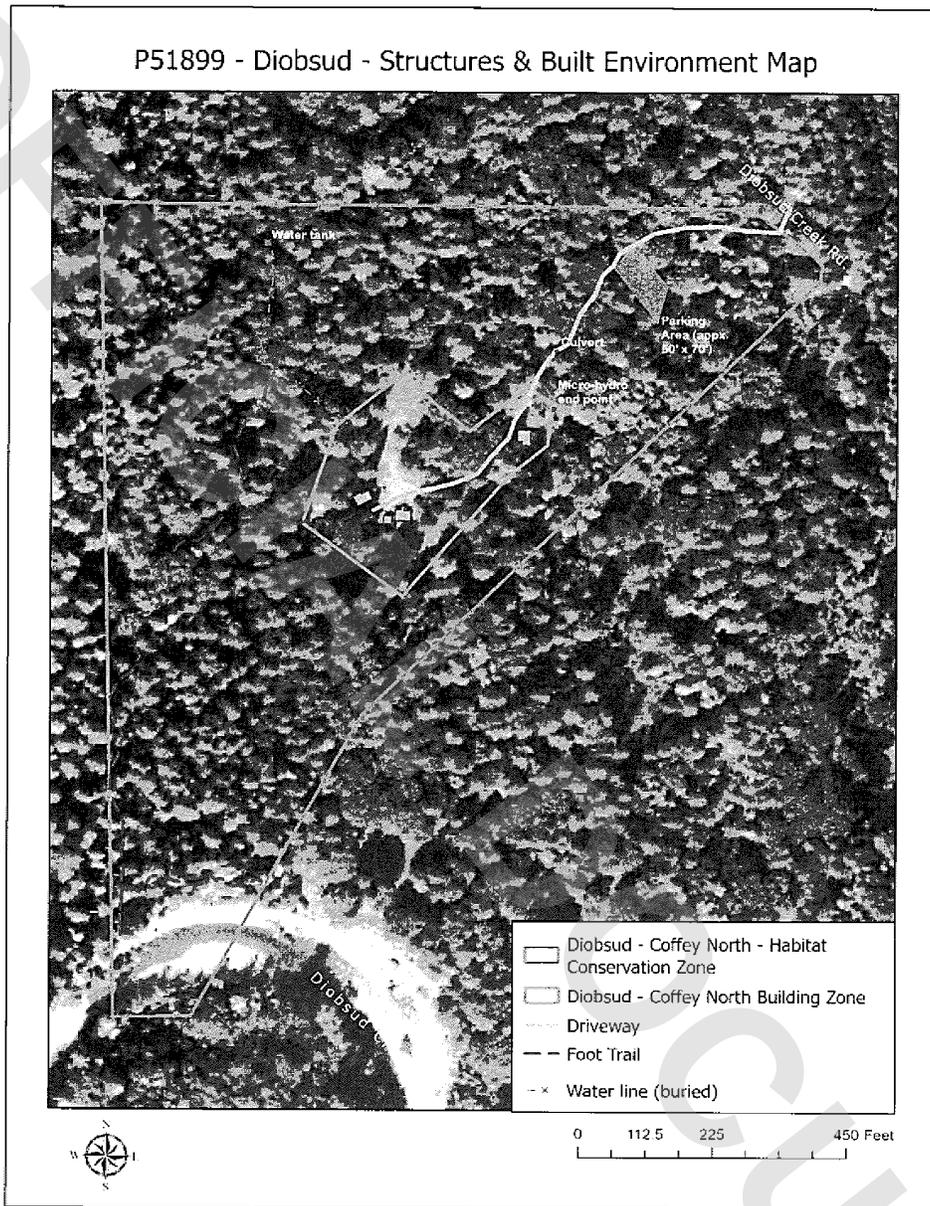
Birds

Pileated Woodpecker  
Sapsucker  
Downy Woodpecker  
Northern Flicker  
American Dipper  
Belted Kingfisher  
Bald Eagle  
Red tailed Hawk  
Osprey  
Turkey Vulture  
Barred Owl  
Great Horned Owl

Rufus Hummingbird  
Common Raven  
American Crow  
Chestnut backed  
Chickadee  
Ruby-crowned Kinglet  
American Robin  
Dark-eyed Junco  
Stellar's Jay  
Cedar Waxwing  
Red breasted Nuthatch  
Swainson's Thrush  
Varied Thrush  
Hermit Thrush

Black-headed Grosbeak  
Winter Wren  
Great Blue Heron  
Barn Swallow  
Violet Green Swallow  
Spotted Towhee  
Vaux's Swifts  
American Goldfinch  
House Finch  
Purple Finch  
Pine Siskin  
Ruffed Grouse  
Band tailed Pigeon

Human Environment and History



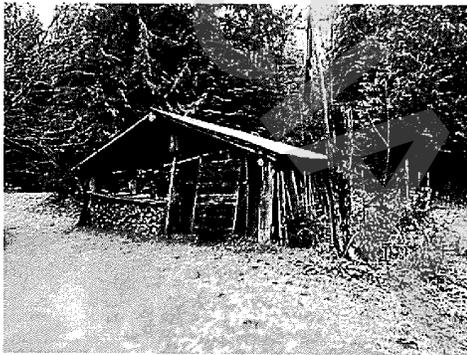
*Current Use:* The landowners utilize the property occasionally for recreational purposes, maintaining several small buildings and associated infrastructure.

*Land Use History:* Aerial imagery dating back to 1998 shows the property as forested with only small clearings. Longer-term property history is not known, but it is likely that the property was logged approximately 100-150 years ago due to the age class of the existing forest. Apart from the existing small cabins, there is no evidence of additional residential use, nor of agricultural or commercial use.

*Cultural Resources:* Historically, several tribes, likely including ancestors of the Upper Skagit, utilized lands in the vicinity of the protected property. The majority of the property is mapped as very high risk for encountering archeological artifacts in the Washington Information System for Architectural & Archaeological Records Data.

*Structures and Built Environment: Building Zone*

Within the Building Zone, there are two small cabins and several appurtenant structures, including an outhouse and woodshed, along with mowed areas, a buried waterline, trails, driveway and a buried powerline from a micro-hydro project in the tributary stream.



*Woodshed*



*Cabin & Outbuilding*



*Cabin*



*Outhouse*

All structures in the Building Zone are found to have no impact on the conservation values of the property or on the protected features of the Habitat Conservation Zone.

*Structures and Built Environment: Habitat Conservation Zone* – The following modifications currently exist in the Habitat Conservation Zone:

1. **Water tank** – a gravity fed water tank is in the NE portion of the property.
2. **Buried water line** – a water line buried from the tank to the Building Zone in the approximate location as depicted on the map.
3. **Micro-hydro** – There is water line feeding a mini-power generator located in a small portion of the tributary creek that provides electricity to the upper cabin.
4. **Parking Area** – There is a mowed parking area, as depicted on the map, of approximately 3500' sq. ft., in the NE corner of the property and immediately on the SE side of the driveway. The parking area surface is grass that is regularly mowed with no other surface or subsurface improvements.
5. **Footrails** – A trail network travels from the Building Zone through the Habitat Conservation Zone to Diobsud Creek, as depicted. The trails are approximately 1-2' in width and of an unimproved surface. See Photopoint 17 for visual of footrail.
6. **Driveway** – There is approximately 500' of "two track" driveway in the Habitat Conservation Zone. The driveway is approximately 10' wide and features an unimproved, permeable surface. A gate is at the top and a small culvert provides a crossing of the unnamed tributary creek. See Photopoint 15 for visual of driveway.



*Water tank*



*Micro-hydro endpoint & generator*

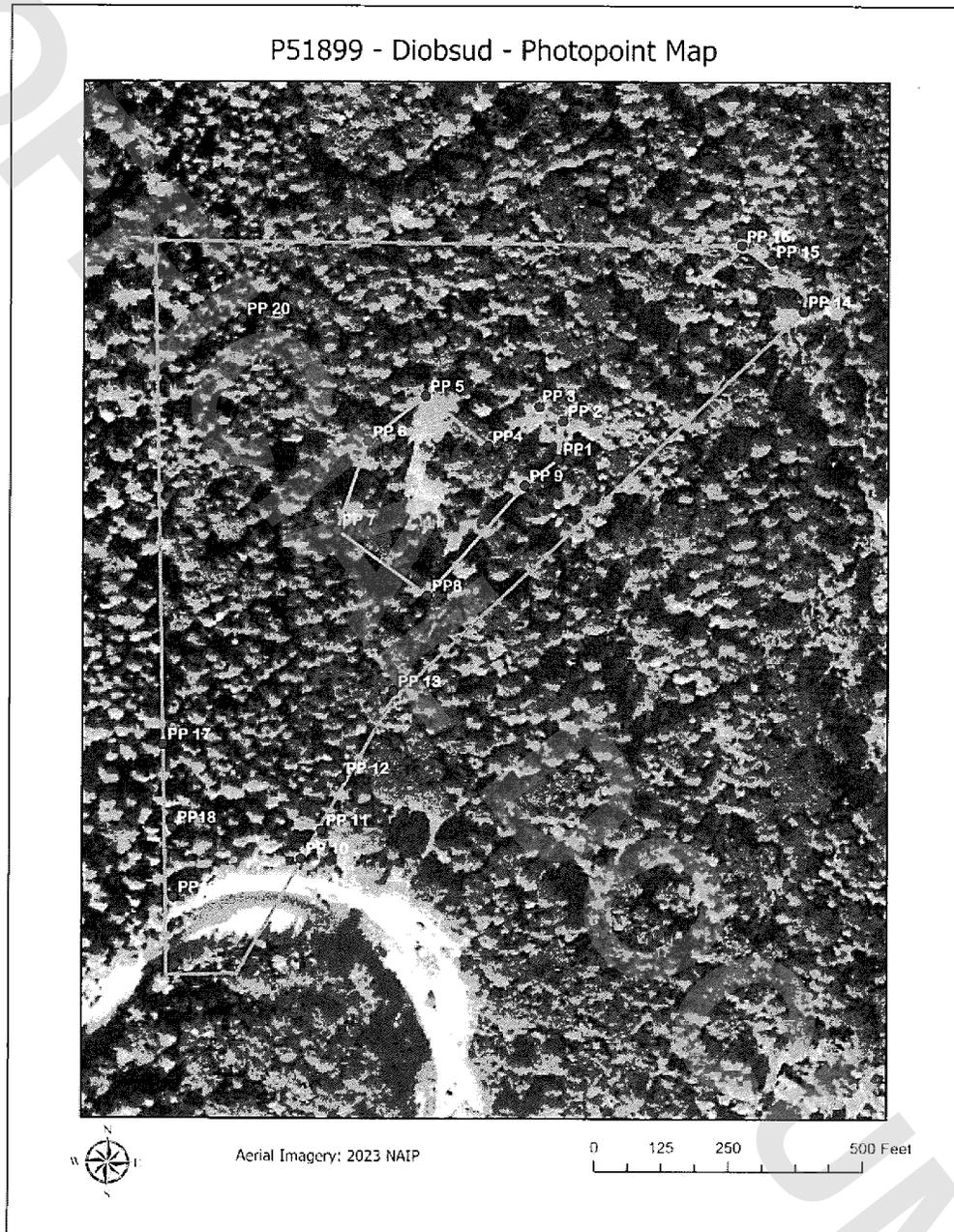


*Micro-hydro waterline in tributary creek*



*Parking Area*

Photopoints



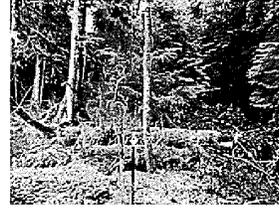
Diobsud - P51899 - Coffey - North Photopoints



2024 11 25 Diobsud Coffey North PP1 E



2024 11 25 Diobsud Coffey North PP1 N



2024 11 25 Diobsud Coffey North PP1 NW



2024 11 25 Diobsud Coffey North PP1 S



2024 11 25 Diobsud Coffey North PP1 W



2024 11 25 Diobsud Coffey North PP2 E



2024 11 25 Diobsud Coffey North PP2 N



2024 11 25 Diobsud Coffey North PP2 S



2024 11 25 Diobsud Coffey North PP2 W

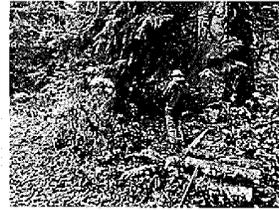
Diobsud - P51899 - Coffey - North Photopoints



2024 11 25 Diobsud Coffey North PP3 E



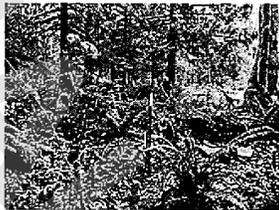
2024 11 25 Diobsud Coffey North PP3 N



2024 11 25 Diobsud Coffey North PP3 W



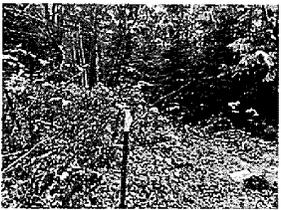
2024 11 25 Diobsud Coffey North PP3 S



2024 11 25 Diobsud Coffey North PP4 NE



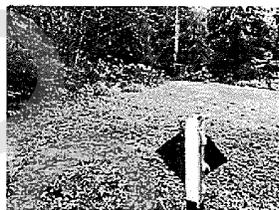
2024 11 25 Diobsud Coffey North PP4 NW



2024 11 25 Diobsud Coffey North PP5 NE



2024 11 25 Diobsud Coffey North PP5 NW



2024 11 25 Diobsud Coffey North PP5 SE

Diobsud - P51899 - Coffey - North Photopoints



2024 11 25 Diobsud Coffey North PP5 SW



2024 11 25 Diobsud Coffey North PP6 NE



2024 11 25 Diobsud Coffey North PP6 NW



2024 11 25 Diobsud Coffey North PP6 SSW



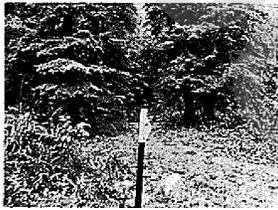
2024 11 25 Diobsud Coffey North PP7 NNW



2024 11 25 Diobsud Coffey North PP7 SE



2024 11 25 Diobsud Coffey North PP7 SW



2024 11 25 Diobsud Coffey North PP7 W

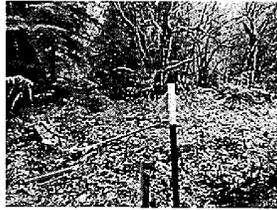


2024 11 25 Diobsud Coffey North PP8 N

Diobsud - P51899 - Coffey - North Photopoints



2024 11 25 Diobsud Coffey North PP8 NE



2024 11 25 Diobsud Coffey North PP8 NW



2024 11 25 Diobsud Coffey North PP8 S



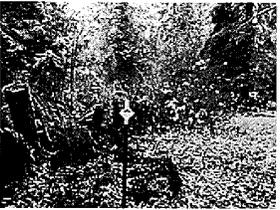
2024 11 25 Diobsud Coffey North PP8 SW



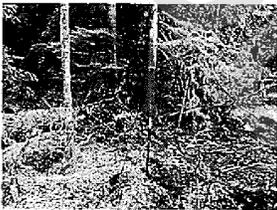
2024 11 25 Diobsud Coffey North PP9 NE



2024 11 25 Diobsud Coffey North PP9 SE



2024 11 25 Diobsud Coffey North PP9 SW



2024 11 25 Diobsud Coffey North PP10 NE



2024 11 25 Diobsud Coffey North PP10 W

Diobsud - P51899 - Coffey - North Photopoints



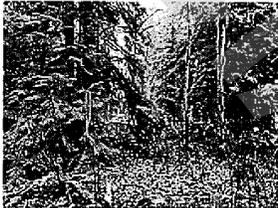
2024 11 25 Diobsud Coffey North PP11 NE



2024 11 25 Diobsud Coffey North PP11 NW



2024 11 25 Diobsud Coffey North PP11 SW



2024 11 25 Diobsud Coffey North PP12 NE



2024 11 25 Diobsud Coffey North PP12 NW



2024 11 25 Diobsud Coffey North PP12 SW



2024 11 25 Diobsud Coffey North PP13 NE



2024 11 25 Diobsud Coffey North PP13 NW



2024 11 25 Diobsud Coffey North PP13 SW

Diobsud - P51899 - Coffey - North Photopoints



2024 11 25 Diobsud Coffey North PP14 NE



2024 11 25 Diobsud Coffey North PP14 SW



2024 11 25 Diobsud Coffey North PP14 W



2024 11 25 Diobsud Coffey North PP15 NW



2024 11 25 Diobsud Coffey North PP15 SE



2024 11 25 Diobsud Coffey North PP15 W



2024 11 25 Diobsud Coffey North PP16 W



2024 11 25 Diobsud Coffey North PP17 E



2024 11 25 Diobsud Coffey North PP17 N

Diobsud - P51899 - Coffey - North Photopoints



2024 11 25 Diobsud Coffey North PP17 S



2024 11 25 Diobsud Coffey North PP18 E



2024 11 25 Diobsud Coffey North PP18 N



2024 11 25 Diobsud Coffey North PP18 S



2024 11 25 Diobsud Coffey North PP19 N



2024 11 25 Diobsud Coffey North PP19 NE



2024 11 25 Diobsud Coffey North PP20 NE from Interior Skid Road



2024 11 25 Diobsud Coffey North PP20 NW from Interior Skid Road



2024 11 25 Diobsud Coffey North PP20 NW to property corner from Interior Skid Road

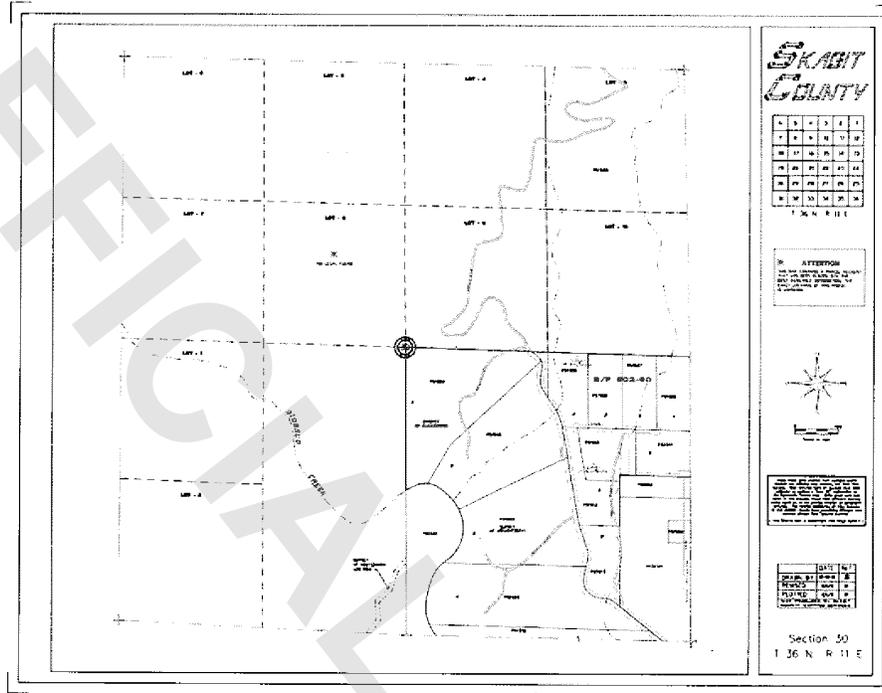
Diobsud - P51899 - Coffey - North Photopoints



2024.11.25 Diobsud Coffey North PP20 SE from  
interior Skid Road

Note: All photopoints field verified on 4/28/2025 and there was no change in conditions.

Assessors Map



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

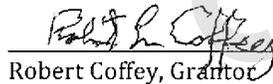
- Title report
- Photopoints (high resolution digital files)
- Updated species lists

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



Deborah North, Grantor

date: 04/30/2025



Robert Coffey, Grantor

date: 4/30/25



Michael Kirshenbaum, M.S.  
Conservation Director  
Skagit Land Trust, Grantee

date: 4/30/25