



202303270044

03/27/2023 02:21 PM Pages: 1 of 59 Fees: \$261.50
Skagit County Auditor

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY Kaylee Ovdman
DATE 03-27-2023

When recorded return to:

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

Document Title: Grant Deed of Conservation Easement

Grantor: Christine B. Farrow

Grantee: Skagit Land Trust

Reference Numbers of Related Document(s): AF #8106080006; AF #201903200030

Abbreviated Legal Description: Ptn. Tract 1 & Tract 2 SP 79-79, being in a portion of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 23, Township 34 North, Range 4 East, W.M.

Assessor's Property Tax Parcel/Account Number:

Portions of P27682 (340423-3-012-0009)

Portions of P128625 (340423-3-012-0400)

Portions of P134599 (340423-3-012-0315)

GRANT DEED OF CONSERVATION EASEMENT

This Grant Deed of Conservation Easement (hereinafter referred to as "Easement" or "Conservation Easement") is executed by Christine B. Farrow, whose address is 16054 Andal Lane, Mount Vernon, WA 98274 ("Grantor"), in favor of Skagit Land Trust, a Washington nonprofit corporation qualified to do business in Washington, having an address at P.O. Box 1017, Mount Vernon, Washington 98273 ("Grantee").

Recitals

1 Authority to Create Conservation Easement

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

2 Grantor and Grantee

- 2.1 The terms "Grantor" and "Grantee," wherever used in this Conservation Easement, and any pronouns used in their place, mean and include, respectively, the above-named Grantor, and their personal representatives, heirs, successors, and assigns, and the above-named Grantee, its personal representatives, successors, and assigns.
- 2.2 The term "Party" means Grantor or Grantee; "the Parties" means Grantor and Grantee together.

3 Protected Property

- 3.1 Grantor is the sole owner in fee simple of the real property, (the "Protected Property") in Skagit County, Washington, legally described by Exhibit A, *Legal Description of the Protected Property*. The Protected Property will have three zones under the Conservation Easement, Exhibit B, *Legal Description of the Residential Homesite Zone*, Exhibit C, *Legal Description of the Habitat Conservation Zone*, Exhibit D, *Legal Description of the View Corridor Zone*, Exhibit E, *Exhibit Map*, and Exhibit F, *Site Map*, which exhibits are attached hereto and incorporated herein by this reference. In the event of a conflict between the *Legal Descriptions* and the *Site Map*, the *Legal Descriptions* shall control.
- 3.2 The Protected Property is approximately 18.96 acres and is located within Mount Vernon's Urban Reserve Residential district to the south of Big Rock and to the west of State Route 9 in the Lower Skagit watershed. There are several small drainages on the property that feed Gribble Creek. Gribble Creek runs through the Protected Property and flows into the Nookachamps River, a large low elevation tributary to the Skagit River. Gribble Creek is classified as a "Type F" or fish bearing stream by the Washington State Department of Natural Resources. The Protected Property is primarily forested and managed for wildlife and salmon habitat. A residential home with mountain views and accessory structures are located on the southeast portion of the Protected Property.

- 3.3 The Protected Property has three designated land use zones under this Conservation Easement: (1) a Residential Homesite Zone of approximately 4.32 acres, legally described in Exhibit B, *Legal Description of the Residential Homesite Zone*; (2) a Habitat Conservation Zone of approximately 13.83 acres, legally described in Exhibit C, *Legal Description of the Habitat Conservation Zone*; and (3) a View Corridor Zone of approximately 0.81 acres, legally described in Exhibit D, *Legal Description of the View Corridor Zone*. Exhibit G, *Baseline Report*, attached hereto and incorporated herein by this reference, provides a more complete characterization of the Protected Property.

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 Natural habitat for a diversity of native plants that provide shelter, cover, and food for wildlife including but not limited to bear, bobcat, cougar, and deer.
 - 4.2.b Streams, hillside seeps, and wetlands that are beneficial to wildlife and protect water supply and moderate water flow to Gribble Creek and the greater Lower Skagit watershed.
 - 4.2.c Riverine habitat that supports populations of salmonid species including steelhead, cutthroat trout and annually documented coho.
 - 4.2.d Soils that provide essential nutrients for plant growth, maintain a balanced climate cycle, and reduce climate change impacts.

- 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 G, *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, forest, and riverine habitat and could be developed in a manner that would destroy its Conservation Values. It would be an extremely desirable property for subdivision and additional development due to its proximity to the City of Mount Vernon and viewshed.

5 Public Benefit

- 5.1 The legislatively declared policies of the State of Washington in the Washington Open Space Tax Act (OSTA), Chapter 84.34 RCW, provide that "it is in the best interest of the state to maintain, preserve, conserve, and otherwise continue in existence adequate open space lands...to ensure the use and enjoyment of natural resources and scenic beauty for the economic and social well-being of the state and its citizens." The Protected Property is designated as "open space land" under OSTA as of the Effective Date of this Conservation Easement and it is the intent of all parties that the Protected Property continue to be managed in a manner that allows it to remain eligible for this designation.
- 5.2 The Skagit County Comprehensive Plan (2016) "seeks to manage growth by protecting natural resource lands, open space and rural areas...." Skagit County's Comprehensive Plan provides the policy basis for retaining open space and protecting the environment as required by the Growth Management Act, 36.70A.020 RCW.

- 5.3** The Conservation Values of the Protected Property includes natural mixed hardwood conifer forest ecosystem, the preservation of which is recognized as providing public benefits, including reducing soil erosion, moderating temperature and water flow extremes, and sustaining water quantity and quality to the region's aquifer and to Gribble Creek, a tributary of the Nookachamps River, which is classified by Washington State Department of Ecology as a 303(d) stream for not meeting water quality standards.
- 5.4** The Conservation Values of the Protected Property include the capacity of its forests to store atmospheric carbon as a means to mitigate global warming, which is recognized as being of public benefit by the Federal Energy Policy Act of 1992, section 1605(b1b) and is supportive of Washington State 70A.45.020 RCW, 70A.45.090(b) RCW, and 70A.45.100 RCW.

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 in perpetuity.
- 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 forgoing Recitals are incorporated into this Conservation Easement by this reference.

Terms and Conditions

7 Conveyance, Consideration, and General Effect of Conservation Easement

- 7.1** For the reasons stated in the above Recitals and in consideration of the mutual covenants, terms, conditions, and restrictions contained herein, Grantor hereby grants, conveys, and warrants to Grantee a conservation easement in perpetuity over the Protected Property, consisting of the rights in the Protected Property, hereinafter enumerated, subject only to the restrictions contained in 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 Section 170(h) of the Code, and is made as an absolute, unconditional, unqualified, and completed gift subject only to the mutual covenants, terms, conditions, and restrictions set forth in this Conservation Easement and to title matters of record as of the Effective Date of this Easement, and for no other consideration whatsoever.
- 7.3 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.
- 7.4 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 the 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, including without limitation the confinement of all structures and improvements to the Residential Homesite Zone other than structures and improvements specifically identified in this Conservation Easement as being allowed in the Habitat Conservation Zone and View Corridor Zone, if any.

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

9.7 Extinguish Development Rights. To prevent development of the Protected Property inconsistent with protection of its Conservation Values, Grantor hereby grants to Grantee all development rights, that are now or hereafter allocated to, implied, reserved, or inherent in the Protected Property, except with respect to one (1) single-family residence, one (1) accessory dwelling unit, and their appurtenant structures as further described in Section 12.1, *Residential Homesite 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 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 their sole discretion, may allow for public access to the Protected Property.

11 Reserved Rights and Restrictions on the Protected Property

Pursuant to Section 3.3, for the purposes of this Conservation Easement, the three land use zones designated on the Protected Property are: (1) the *Residential Homesite Zone*, (2) the *Habitat Conservation Zone*, and (3) the *View Corridor Zone*. The reserved rights and restrictions described in this Section 11 pertain the entire Protected Property. Sections 12, 13, and 14 address additional allowed and prohibited uses associated with the designated land use zones.

11.1 Reserved Rights on the Protected Property. Grantor reserves for themselves and their personal representatives, heirs, successors, and assigns, all rights accruing from ownership of the Protected Property, including the right to engage in, permit, or invite others to engage in, any use of, or activity on, the Protected Property that is not inconsistent with the Purpose of the Conservation Easement and that is not specifically prohibited or otherwise limited by this Conservation Easement. Without limiting the generality of this Subsection, Grantor specifically reserves for themselves and their personal representatives, heirs, successors, and assigns, the uses and activities, set out as permitted in this Section 11 and Sections 12, 13, and 14. 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, 13, and 14, though not an exhaustive list, are inconsistent with the Purpose of this Conservation Easement and are prohibited.

- 11.2.a 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.b 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.
- 11.2.c 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 storm water in manners inconsistent with the Purpose and terms of this Conservation Easement.
- 11.2.d Hunting and Fishing.** The hunting, fishing, catching, and trapping of fish and wildlife for food or sport is prohibited on the Protected Property.
- 11.2.e 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 within the Residential Homesite Zone at a scale that is not detrimental to the Purpose of this Conservation Easement.
- 11.2.f Mining.** The exploration for, or development and extraction of, hydrocarbons and minerals 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.g Subdivision.** The Protected Property shall not be subject to new division, partition, subdivision, or other legal or de facto creation of lots or parcels in separate ownership. This restriction shall not be interpreted to prohibit:
- (i) Lot line revisions of tax parcels within the Protected Property; and
 - (ii) 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.

12 Residential Homesite Zone Allowed and Prohibited Uses and Activities

12.1 Residential Homesite 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 including shop structures, access driveways, landscaping, gardens, fences, utilities (including wells, septic systems, and septic drain fields), renewable energy systems, and other structures reasonably appurtenant to a single-family residence. Grantor shall provide Grantee Notice, pursuant to Section 15, *Notice or Prior Written Approval Required Before Certain Uses and Activities*, prior to submitting any pre-application or application for construction of any structures within the Residential Homesite Zone. The purpose of this notice requirement is for Grantee to ensure that such structures are not located outside of the Residential Homesite Zone.

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

12.1.c All Allowed Uses in Habitat Conservation Zone Are Also Allowed in Residential Homesite 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 Residential Homesite Zone.

12.2 Residential Homesite Zone Prohibited Uses and Activities. Other than the restrictions and prohibited uses listed in Section 11.2, *Restrictions on the Protected Property*, the only additional restriction in the Residential Homesite 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 Residential Homesite Zone.

13 Habitat Conservation Zone Allowed and Prohibited Uses and Activities

13.1 Habitat Conservation Zone Allowed Uses and Activities.

13.1.a 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.

13.1.b Firewood. Grantor may collect dead and downed wood for firewood for personal residential use not to exceed three cords annually. Firewood may not be collected in the riparian areas of Gribble Creek.

- 13.1.c Habitat Restoration, Enhancement, and Stewardship.** Consistent with the protection of the Conservation Values of this Conservation Easement, Grantor may undertake habitat restoration or enhancement activities on both the land and water resources of the Protected Property to further the Purpose of this Conservation Easement, subject to Prior Written Approval pursuant to Section 15, *Notice or Prior Written Approval Required Before Certain Uses and Activities*.
- 13.1.d Hazard Trees.** Trees or other vegetation that pose a threat to allowed improvements, public health, the safety of neighbors, the general public, or users of the Protected Property, may be trimmed, pruned, topped, or removed. Except in the case of emergencies, such hazard tree management shall be subject to Prior Written Approval pursuant to Section 15, *Notice or Prior Written Approval Required Before Certain Uses and Activities*. A certified arborist shall arbitrate any disagreement regarding the identification of hazardous or diseased trees.
- 13.1.e Noxious Weeds and Introduced Species.** Grantor may remove noxious weeds and introduced non-native plant species.
- 13.1.f Recreation, Science, and Education.** Grantor may use the Protected Property, or grant access to the protected property, for otherwise lawful recreational, educational, and scientific uses, including, but not limited to, walking, birdwatching, wildlife cameras, passive enjoyment, environmental education use and scientific data collection, 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.g Trails.** Grantor may use, maintain, repair, reconstruct, and replace non-paved foot-trails, up to three (3) feet in width, for non-motorized trail use as described in the Baseline Documentation as existing on the Protected Property as of the Effective Date of the Conservation Easement. In addition, Grantor may construct, use, maintain, repair, reconstruct, and replace non-paved foot-trails not existing on the Protected Property as of the Effective Date of the Conservation Easement, subject to Prior Written Approval of the proposed plan for any such trail location and construction, pursuant to Section 15, *Notice or Prior Written Approval Required Before Certain Uses and Activities*.
- 13.1.h Water Pipeline.** Grantor is allowed or may allow the maintenance, repair, and replacement of an existing water pipeline within the Habitat Conservation Zone. Grantor will provide notice of any work as soon as practicable.

13.1.i Vegetation and Forest Management. Grantor may 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 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 15, *Notice or Prior Written Approval Required Before Certain Uses and Activities*.

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.

13.2.a Agricultural Use. Agricultural activities including agronomy, farming, dairying, row cropping, pasturage, apiculture, viticulture, orcharding, horticulture, floriculture, animal and poultry husbandry, and the cultivation, management, and harvest of forest crops 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.b Alteration of Land. Alteration of the topography of the land including through the excavation or placing of soil, dredging spoils, filling, or placement of streambank 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 Alternation 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 Camping. Public, commercial, or private camping is prohibited, including the use of tents or recreational vehicles.

13.2.e Domestic and Exotic Animals. The introduction or keeping of domestic or exotic animals, including kenneling, grazing, browsing, or pasturing of animals is prohibited. Domestic animals that may accompany Grantor and Grantor's guests during permitted activities are allowed.

13.2.f Introduced Vegetation. The intentional introduction of non-native invasive plant species is prohibited.

13.2.g Motorized Vehicles. The use of motorized vehicles is prohibited except as necessary for habitat restoration, vegetation management, or other permitted uses and activities. Use of motorized vehicles may not create impacts that are detrimental to the Purpose of this Conservation Easement.

- 13.2.h Night Lighting.** The use of any continuous night lighting is prohibited.
- 13.2.i Recreational Fires.** Recreational fires including but not limited to cooking fires, charcoal barbecues, campfires, bonfires, and fires lit in chimineas, fire pits, and fire bowls or similar free-standing devices are prohibited.
- 13.2.j 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.
- 13.2.k Stormwater Runoff.** Channelized stormwater outflow and/or discharge of pollutants to the wetlands or creek is prohibited.
- 13.2.l 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.h, *Water Pipeline*.
- 13.2.m Tree Harvest or Vegetation Removal.** The gathering, harvest, removal, or destruction of native trees and 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.n Wildlife Disruption.** The intentional disruption of native wildlife, including feeding, resting, breeding, and nesting activities of wildlife, is prohibited.

14 View Corridor Zone Allowed and Prohibited Uses and Activities

- 14.1 View Corridor Zone Allowed Uses and Activities.** The allowed uses described in Section 13.1, *Habitat Conservation Zone Allowed Uses and Activities*, are allowed in the View Corridor Zone, except for the activities described in Section 13.1.h, *Water Pipeline*. In addition, the Grantor may trim or prune trees and tall shrubs within the View Corridor Zone to maintain views of Mount Baker from the residence; however, this shall not be construed to allow the wholesale removal of vegetation. Grantor shall not trim or prune trees and tall shrubs within the View Corridor Zone without Prior Written Approval pursuant to Section 15, *Notice or Prior Written Approval Required Before Certain Uses and Activities*.
- 14.2 View Corridor Zone Prohibited Uses.** The prohibited uses and activities in this zone shall be the same as the restrictions described in Section 11.2, *Restrictions on the Protected Property*, and prohibited uses and activities described in Section 13.2, *Habitat Conservation Zone Prohibited Uses*, except for Section 13.2.m, *Tree Harvest or Vegetation Removal*.

15 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.

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

15.2 Notice Distinguished from Prior Written Approval

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

15.2.b Prior Written Approval. As used in this Conservation Easement, a requirement that Grantor obtain “Prior Written Approval” from Grantee pursuant to this Section before taking action means that the Grantor shall provide Notice as described in Section 15.3, *Required Contents of the Notice*, and await Grantee’s written response as set out in Section 15.7, *Time for Grantee’s Response to a Request for Prior Written Approval*, and Section 15.8, *Response to a Request for Prior Written Approval*. 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 Section 15.9, *Grantee’s Failure to Respond to a Request for Prior Written Approval within the Allotted Time*, and Section 15.10, *Professional Third-Party Consultation*.

15.3 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.

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

15.4.a Constructing, maintaining, removing, and replacing one (1) single family residence, one (1) accessory dwelling unit, and their appurtenant structures under Section 12.1.a, *Structures*, at least 30 days prior to submitting any pre-application or application for construction of any structures within the Residential Homesite Zone;

15.4.b Transferring any interest in all or a portion of the Protected Property under Section 23.5.a.iv, *Subsequent Transfers*, at least 30 days prior to the date of such transfer.

15.5 When Prior Written Approval Is Required. Except in the case of emergencies under Section 13.1a, *Emergencies*, Grantor shall obtain Prior Written Approval from Grantee before Grantor undertakes on the Protected Property any of the following uses or activities identified in the Conservation Easement:

15.5.a Moving or removing reference point markers placed on the Protected Property under Section 9.6, *Markers*;

15.5.b Habitat restoration and enhancement activities on the Protected Property under Section 13.1.c, *Habitat Restoration, Enhancement, and Stewardship*;

15.5.c Except in case of emergency, removal of hazard trees on the Protected Property under Section 13.1.d, *Hazard Trees*;

15.5.d Location and construction of new trails on the Protected Property under Section 13.1.g, *Trails*;

15.5.e Forest management activities in the Habitat Conservation Zone under Section 13.1.i, *Vegetation and Forest Management*; and

15.5.f Trimming or pruning of trees and tall shrubs in the View Corridor Zone under Section 14.1, *View Corridor Zone Allowed Uses and Activities*.

15.6 Optional Consultation. If Grantor is unsure whether a proposed use or activity is prohibited by this Conservation Easement, Grantor may consult Grantee by providing Grantee a written notice describing the nature, scope, 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 Section 15.7, *Time for Grantee's Response to a Request for Prior Written Approval*, and Section 15.8, *Response to a Request for Prior Written Approval*.

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

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

15.9 Grantee's Failure to Respond to a Request for Prior Written Approval within the Allotted Time. Where Grantee's Prior Written Approval is required, and if Grantee does not respond within the required time period and manner set forth in Section 15.7, *Time for Grantee's Response to a Request for Prior Written Approval*, and Section 15.8, *Response to a Request for Prior Written Approval*, Grantor shall resubmit their notice pursuant to Section 15.12, *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, Grantor may assume Grantee's approval of the requested use or activity in question. 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.

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

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

15.12 Addresses. Any notice, demand, request, consent, approval, or communication that either Party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid, 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.

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

16 Dispute Resolution

16.1 Preventive 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.

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

16.1.b Purpose. The purpose of the mediation is to: (a) promote discussion among the Mediation Parties; (b) assist the Mediation Parties to develop and exchange pertinent information concerning the issues in the dispute; and (c) assist the Mediation Parties to develop proposals which enable them to arrive at a mutually acceptable resolution of the controversy. The mediation is not intended to result in any express or de facto modification or amendment of the terms, conditions, or restrictions of this Easement.

16.1.c Participation. The mediator may meet with the Mediation Parties and their 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.

16.1.d Confidentiality. All information presented to the mediator shall be deemed confidential and shall be disclosed by the mediator only with the consent of the Mediation Parties or the respective counsel. The mediator shall not be subject to subpoena by any party. No statements made or documents prepared for mediation sessions shall be disclosed in any subsequent proceeding construed as an admission of the party. Records of mediation communications shall be exempt from the requirements of Chapter 42.56 RCW (Washington State Public Records Act) to the extent provided for in Chapter 7.07 RCW (Washington State Uniform Mediation Act).

16.1.e Time Period. Neither party shall be obligated to continue the mediation process beyond a period of sixty (60) days from the date of receipt of the initial request or if the mediator concludes that there is no reasonable likelihood that continuing mediation will result in a mutually agreeable resolution of the dispute.

16.1.f Costs. The costs of the mediator shall be borne equally by the Parties; the Mediation Parties shall bear their own expenses, including attorney's fees, individually.

17 Breach and Enforcement – Grantee's Remedies

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

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

17.3 Grantee's Right to Bring Action

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

- (i) Grantor fails to cure a 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.

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

17.5 Grantee's Judicial Remedies

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

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

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

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

17.7 Costs of Enforcement. In the event Grantee must enforce the terms of this Conservation Easement, Grantor, or their personal representatives, heirs, successors or assigns, against whom judgment is entered, shall pay the costs of restoration and Grantee's reasonable enforcement expenses, including attorneys' and consultants' fees, necessitated by acts or omissions of Grantor or person(s) acting on 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. In the event that Grantee secures redress from Grantor or person(s) acting on their behalf, at their direction, with their permission, or otherwise subject to their supervision and control in violation of the terms of this Conservation Easement, for a Conservation Easement violation without initiating or completing a judicial proceeding, the costs of such restoration and Grantee's reasonable expenses shall be paid by Grantor and those of their personal representatives, heirs, successors, or assigns who are otherwise determined to be responsible for the unauthorized use or activity.

17.8 Grantee's Discretion. Grantee acknowledges its commitment to uphold the Purpose of the Conservation Easement. Enforcement of the terms of the Conservation Easement is, however, at the discretion of Grantee, and any forbearance by Grantee to exercise its rights under this Conservation Easement in the event of any breach of any terms of this Conservation Easement by Grantor or person(s) acting on their behalf, at their direction, with their permission, or otherwise subject to their supervision and control, shall not be deemed or construed to be a waiver by Grantee of such term or any of Grantee's rights under this Conservation Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor may impair such right or remedy or be construed as a waiver of such term or any of Grantee's rights under this Conservation Easement.

17.9 Waiver of Certain Defenses. Grantor acknowledges that they have 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 they may have against Grantee or its successors or assigns under or pertaining to this Conservation Easement based upon waiver, laches, estoppel, or prescription, except to the extent the defense is based upon an approval or deemed approval by Grantee pursuant to Section 15 of this Conservation Easement, *Notice or Prior Written Approval Required Before Certain Uses and Activities*.

17.10 Acts Within and Beyond Grantor's Control. Grantor is responsible for the acts and omissions of persons acting on their behalf, at their direction, with their permission, or otherwise subject to their 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 or costs of enforcement 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.

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

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

18 Property Maintenance, Insurance, Liens, and Taxes

- 18.1 Legal Responsibilities.** Grantor retains all responsibilities and will bear all costs and liabilities of any kind related to the ownership, operation, and maintenance of the Protected Property, including the control of noxious weeds in accordance with Washington State law.
- 18.2 Insurance.** Grantor shall maintain comprehensive general liability insurance coverage for the Protected Property. Such insurance shall name Grantee as an additional insured if available. Grantor shall provide written proof of such insurance and instruct their carrier to provide thirty (30) days' written notice to Grantee of the lapse or alteration of such insurance. If such insurance is not so maintained, Grantee may acquire said insurance and shall receive reimbursement therefor from Grantor. Grantee may require proof of such insurance prior to recording of the Conservation Easement.
- 18.3 Liens.** Grantor will prevent the perfection of any liens against the Protected Property arising out of any work performed for, material furnished to, or obligations incurred by Grantor, provided that the Protected Property shall be deemed to be free of such liens if Grantor is diligently challenging the application of such liens to the Protected Property.
- 18.4 Taxes.** Grantor shall pay before delinquency, or file timely appeal of, all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Protected Property by competent authority (collectively "taxes"), including any taxes imposed upon, or incurred as a result of, this Conservation Easement, and shall furnish Grantee with satisfactory evidence of payment upon request. If Grantor fails to pay any taxes when due, Grantee is authorized, but in no event obligated, to make or advance such payment of taxes upon three (3) days prior written notice to Grantor, in accordance with any bill, statement, or estimate procured from the appropriate authority, without inquiry into the validity of the taxes or the accuracy of the bill, statement, or estimate, for which Grantor shall be obligated to promptly reimburse Grantee; and the obligation created by such payment will bear interest until paid by Grantor at the maximum rate allowed by law.

19 General Representations and Warranties

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

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

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

20 Environmental Representations and Warranties

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

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

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

20.3 Environmental Warranties

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

20.3.b Grantor warrants that there are no notices by any governmental authority of any violation or alleged violation of non-compliance or alleged non-compliance with or any liability under any Environmental Law relating to the operations or conditions of the Protected Property, nor have civil or criminal proceedings been instigated or be pending against Grantor or their predecessors by government agencies or third parties arising out of alleged violations of any Environmental Law.

20.3.c Grantor warrants that Grantor has no actual knowledge of a release, threatened release, dumping, burying, abandonment, or migration from off-site onto the Protected Property of any Hazardous Materials.

20.3.d 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 (RCW 70.105D.010 et seq.) sites.

20.4 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.

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

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

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

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

21 Indemnification

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:

- (i) 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
- (ii) The obligations, covenants, representations, and warranties in Section 18, *Property Maintenance, Insurance, Liens, and Taxes*, Section 19, *General Representations and Warranties*, and Section 20, *Environmental Representations and Warranties*.

22 Amendments and Discretionary Consent

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

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

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

22.2.b Consistency with Other Requirements.

- (i) No discretionary consent or amendment shall be allowed that shall affect the qualification of this Conservation Easement or the status of Grantee under any applicable laws, including RCW 64.04.130, Chapter 84.34 RCW, or section 170(h) of the Code;
- (ii) Any such discretionary consent or amendment may not diminish the effectiveness of this Conservation Easement in carrying out the Purpose of the Conservation Easement in any way and only those amendments that strengthen the effectiveness of the Conservation Easement in carrying out the Purpose of the Conservation Easement may be permitted;
- (iii) Any such discretionary consent or amendment shall have a net beneficial or neutral effect on the relevant Conservation Values protected by the Conservation Easement;
- (iv) Any such discretionary consent or amendment may not affect the perpetual duration of the Conservation Easement;
- (v) Any such discretionary consent or amendment shall not result in the release of any portion of the Protected Property from permanent protection under this Conservation Easement absent extinguishment of the Conservation Easement as to such portion of the Property in accordance with the provisions of Section 23, *Extinguishment, Condemnation, and Subsequent Transfer*;
- (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.

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

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

23 Extinguishment, Condemnation, and Subsequent Transfer

23.1 Extinguishment. If circumstances arise that render the Purpose of this Conservation Easement impossible to accomplish, this Conservation Easement can only be terminated or extinguished, whether in whole or in part, upon a finding and declaration to that effect by a court of competent jurisdiction.

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

23.3 Valuation. Notwithstanding that this Conservation Easement is an obligation, and not a financial asset, Grantee and Grantor agree that the donation of this perpetual Conservation Easement gives rise to a property right, immediately vested in the Grantee, with a fair market value that is at least equal to the proportionate value that the rights conveyed hereby bear to the value of the Protected Property as a whole unencumbered by this Conservation Easement (referred to in this Section 21.3 as the "Proportionate Share"). The Proportionate Share is a percentage of the value of the Protected Property as a whole that never changes as set forth in Treas. Reg. § 1.170A-14(g)(6)(ii) or any successor regulation. Grantee is absolutely entitled to the Proportionate Share of any extinguishment proceeds resulting from extinguishment of Grantee's interest in the Protected Property as a whole. The Proportionate Share is the percentage determined by (1) the fair market value of this Conservation Easement on the Effective Date of this gift (numerator), over (2) the fair market value of the Property as a whole on the Effective Date of this gift (denominator). Grantee's Proportionate Share is determined as of the Effective Date 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.

23.4 Proceeds. In the event of an extinguishment of this Conservation Easement, in whole or in part, or the taking of all or part of the Protected Property by eminent domain, Grantee is absolutely entitled to a portion of the proceeds at least equal to its Proportionate Share, as set forth in Section 23.3 above. Such payment shall be made to Grantee no later than the first subsequent sale, exchange, or involuntary conversion of the thereafter unrestricted property following termination. The Grantee's right to proceeds shall remain a lien against the Property following the termination of the Conservation Easement in accordance with the terms of this paragraph until the Grantee's Proportionate Share is paid to the Grantee in full. Grantee shall use all such proceeds in a manner consistent with the Purpose of this Conservation Easement.

23.5 Subsequent Transfers

23.5.a Grantor agrees to:

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

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

24 Assignment and Succession

24.1 Assignment. Grantee's interest in this Conservation Easement is transferable, 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 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:

24.2.a Whatcom Land Trust, PO Box 6131, Bellingham, WA 98227; or

24.2.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 84.34 and Code Section 170(h). Grantor and Grantee acknowledge that the perpetual prohibitions and limitations against certain uses of, and activities on, the Protected Property, including, but not limited to those against subdivision of the Protected Property, have been specifically negotiated. Grantor and Grantee agree that no law favoring reasonable temporal limitations shall be used in the interpretation of this Conservation Easement. The Parties acknowledge that each Party has reviewed and revised this Conservation Easement and that no rule of construction that ambiguities are to be resolved against the drafting Party shall be employed in the interpretation of this Conservation Easement. If any provision in this Conservation Easement is found to be ambiguous, an interpretation consistent with the Purpose of this Conservation Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

27 General Provisions

- 27.1 Recordation.** Grantee shall record this instrument in a timely fashion in the official records of Skagit County, Washington, and in any other appropriate jurisdictions, and may re-record it at any time as may be required to preserve its rights in this Conservation Easement.
- 27.2 Controlling Law.** The interpretation and performance of this Conservation Easement is governed by the laws of the State of Washington.
- 27.3 Entire Agreement.** This instrument sets forth the entire agreement of the parties with respect to the Protected Property and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Protected Property, all of which are merged into this Conservation Easement. No alteration or variation of this instrument is valid or binding unless contained in an amendment that complies with Section 22, *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.

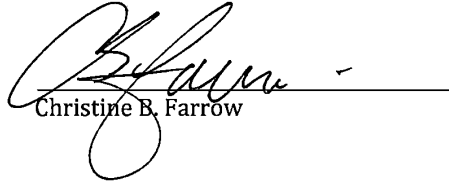
28 Schedule of Exhibits

- A. Legal Description of the Protected Property
- B. Legal Description of the Residential Homesite Zone
- C. Legal Description of the Habitat Conservation Zone
- D. Legal Description of the View Corridor Zone
- E. Exhibit Map
- F. Site Map
- G. Baseline Report

{Signature pages follow}

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

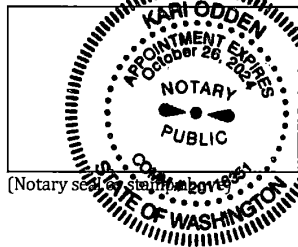
IN WITNESS WHEREOF, the undersigned Grantor has executed this instrument this 27 day of MARCH, 2023.


Christine B. Farrow

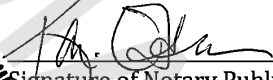
State of Washington)
) ss.
County of Skagit)

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

Dated: 3/27/2023



[Notary seal for State of Washington]



Signature of Notary Public
Kari Odden

Printed Name of Notary Public
My appointment expires 10/26/2023

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

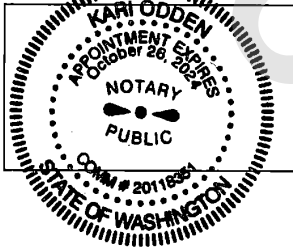
Dated: 3/27/23

By: Mark Hitchcock
Mark Hitchcock, President, Skagit Land Trust

State of Washington)
) ss.
County of Skagit)

I certify that I know or have satisfactory evidence that Mark Hitchcock is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he 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: 3/29/2023



Kari Odden
Signature of Notary Public
Kari Odden
Printed Name of Notary Public
My appointment expires 10/26/2024

EXHIBIT A

Legal Description of the Protected Property

Description of Christine B. Farrow Property to be Protected (Portions of Skagit County Assessor's Parcel Numbers P-27682, P-128625 and P-134599)

A portion of Tract 2 of Skagit County Short Plat No. 79-79 (Revised) approved June 5, 1981 and recorded June 8, 1981, under Auditor's File No. 8106080006 in Volume 5 of Short Plats, page 78, records of Skagit County, Washington and a portion of Lot 4, Skagit County Short Plat No. PL-03-0809, approved March 10, 2006 and recorded March 13, 2006 under Skagit County Auditor's File No. 200603130157, also being a portion of Tract 1 of said Skagit County Short Plat No. 79-79 (Revised), all being in a portion of the Southeast 1/4 of the Southwest 1/4 of Section 23, Township 34 North, Range 4 East, W.M. and being more particularly described as follows:

BEGINNING at the Southeast corner of said Southeast 1/4 of the Southwest 1/4 (South 1/4 corner);
thence North 88°42'30" West, along the South line of said Southeast 1/4 of the Southwest 1/4 for a distance of 459.32 feet to the Southwest corner of that certain parcel conveyed to David M. Farrow and Christine B. Kitch by Quit Claim deed recorded under Skagit County Auditor's File No. 200906230059;
thence North 16°01'42" East, along the northwesterly line of said Farrow/Kitch parcel for a distance of 31.02 feet, more or less, to a point on the Northerly margin of that certain 60-foot wide non-exclusive easement recorded under Skagit County Auditor's File No. 8711130045 and being the TRUE POINT OF BEGINNING;
thence North 88°42'30" West along said Northerly margin of the 60-foot wide easement for a distance of 180.92 feet, more or less, to a point 30.00 foot Easterly, (as measured perpendicular to the Easterly line) of Tract 3, said Short Plat No. 79-79 (Revised), being the Easterly margin of that certain 30-foot wide easement for ingress, egress and utilities easement described on Quit Claim deed to Christine B. Farrow recorded under Skagit County Auditor's File No. 201903200030;
thence North 1°55'25" East parallel with said Easterly line of said Tract 3 along said Easterly line of said 30-foot wide easement for a distance of 690.34 feet, more or less, to the Northeast corner thereof;
thence North 88°04'35" West, along the North line of said 30-foot easement for a distance of 30.00 feet, more or less, to the Easterly line of Lot 4 Skagit County Short Plat No. PL-03-0809 recorded under Skagit County Auditor's File No. 200603130157;
thence North 1°55'25" East, along said Easterly line, for a distance of 586.50 feet, more or less, to the Northeasterly corner thereof;
thence South 88°15'25" East along the Northerly lines of Tracts 1 and 2 of said Short Plat No. 79-79 (Revised) for a distance of 665.90 feet, more or less, to the Northeast corner of said Tract 2 Skagit County Short Plat No. 79-79 (Revised); thence South 02°04'01" West along the Easterly line of said Tract 2, Skagit County Short Plat No. 79-

79 (Revised), for a distance of 1,271.96 feet, more or less, to a point on said Northerly margin of that certain 60-foot wide non-exclusive easement recorded under Skagit County Auditor's File No. 8711130045 at a point bearing South 88°42'30" East from the POINT OF BEGINNING;
thence North 88°42'30" West along said Northerly margin for a distance of 451.83 feet, more or less, to the TRUE POINT OF BEGINNING.

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

Situated in the County of Skagit, State of Washington.

Containing 825,979 sq ft, 18.96 acres

EXHIBIT B

Legal Description of the Residential Homesite Zone

Residential Homesite Zone

(Portions of Skagit County Assessor's Parcel Numbers P-27682 and P-128625)

A Residential Homesite Zone over, under and across portions of Tracts 1 and 2, Skagit County Short Plat No. 79-79 (Revised) being in the Southeast 1/4 of the Southwest 1/4 of Section 23, Township 34 North, Range 4 East, W.M., and being more particularly described as follows:

BEGINNING at the Southeast corner of said Southeast 1/4 of the Southwest 1/4 (South 1/4 corner);
thence North 88°42'30" West, along the South line of said Southeast 1/4 of the Southwest 1/4 for a distance of 459.32 feet to the Southwest corner of that certain parcel conveyed to David M. Farrow and Christine B. Kitch by Quit Claim deed recorded under Skagit County Auditor's File No. 200906230059;
thence North 16°01'42" East, along the Northwesterly line of said Farrow/Kitch parcel for a distance of 31.02 feet, more or less, to a point on the Northerly margin of that certain 60-foot wide non-exclusive easement recorded under Skagit County Auditor's File No. 8711130045 and being the TRUE POINT OF BEGINNING;
thence continue North 16°01'42" East along said Northwesterly line of the Farrow/Kitch parcel for a distance of 496.72 feet, more or less, to the Westerly line of said Tract 2, Skagit County Short Plat No. 79-79 (Revised);
thence South 88°42'30" East for a distance of 331.98 feet, more or less, to the Easterly line of said Tract 2, Skagit County Plat No. 79-79 (Revised);
thence South 2°04'01" West, along said Easterly line of Tract 2, for a distance of 480.75 feet, more or less, to said North line of the 60-foot non-exclusive easement, at a point bearing South 88°42'30" East from the TRUE POINT OF BEGINNING;
thence North 88°42'30" West along said North line for a distance of 451.83 feet, more or less, to the TRUE POINT OF BEGINNING.

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

Situate in the County of Skagit, State of Washington.

Containing 188,339 sq ft, 4.32 acres

EXHIBIT C

Legal Description of the Habitat Conservation Zone

Habitat Conservation Zone

(Portions of Skagit County Assessor's Parcel Numbers P-27682 and P-134599)

A Habitat Conservation Zone over, under and across portions of Tracts 1 and 2, Skagit County Short Plat No. 79-79 (Revised) being in the Southeast 1/4 of the Southwest 1/4 of Section 23, Township 34 North, Range 4 East, W.M., and being more particularly described as follows:

BEGINNING at the Southeast corner of said Southeast 1/4 of the Southwest 1/4 (South 1/4 corner);
thence North 88°42'30" West, along the South line of said Southeast 1/4 of the Southwest 1/4 for a distance of 459.32 feet to the Southwest corner of that certain parcel conveyed to David M. Farrow and Christine B. Kitch by Quit Claim deed recorded under Skagit County Auditor's File No. 200906230059;
thence North 16°01'42" East, along the northwesterly line of said Farrow/Kitch parcel for a distance of 31.02 feet, more or less, to a point on the Northerly margin of that certain 60-foot wide non-exclusive easement recorded under Skagit County Auditor's File No. 8711130045 and being the TRUE POINT OF BEGINNING;
thence North 88°42'30" West along said Northerly margin of the 60-foot wide easement for a distance of 180.92 feet, more or less, to a point 30.00 foot Easterly, (as measured perpendicular to the Easterly line) of Tract 3, said Short Plat No. 79-79 (Revised), being the Easterly margin of that certain 30-foot wide easement for ingress, egress and utilities easement described on Quit Claim deed to Christine B. Farrow recorded under Skagit County Auditor's File No. 201903200030;
thence North 1°55'25" East parallel with said Easterly line of said Tract 3 along said Easterly line of said 30-foot wide easement for a distance of 690.34 feet, more or less, to the Northeast corner thereof;
thence North 88°04'35" West, along the North line of said 30-foot easement for a distance of 30.00 feet, more or less, to the Easterly line of Lot 4 Skagit County Short Plat No. PL-03-0809 recorded under Skagit County Auditor's File No. 200603130157;
thence North 1°55'25" East, along said Easterly line, for a distance of 586.50 feet, more or less, to the Northeasterly corner thereof;
thence South 88°15'25" East along the Northerly lines of Tracts 1 and 2 of said Short Plat No. 79-79 (Revised) for a distance of 665.90 feet, more or less, to the Northeast corner of said Tract 2 Skagit County Short Plat No. 79-79 (Revised);
thence South 02°04'01" West along the Easterly line of said Tract 2, Skagit County Short Plat No. 79-79 (Revised), for a distance of 395.77 feet;
thence South 26°14'57" West for a distance of 436.49 feet;

thence North 88°42'30" West for a distance of 153.16 feet, more or less, to the West line of said Tract 2, Skagit County Short Plat No. 79-79 (Revised) also being the Northeasterly corner of said Farrow/Kitch parcel at a point bearing North 16°01'42" East from the TRUE POINT OF BEGINNING;
thence South 16°01'42" West along the Northwesterly line of said Farrow/Kitch parcel for a distance of 496.72 feet, more or less, to the TRUE POINT OF BEGINNING;

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

Situate in the County of Skagit, State of Washington.

Containing 602,331 sq ft, 13.83 acres

EXHIBIT D

Legal Description of the View Corridor Zone

View Corridor Zone

(Portion of Skagit County Assessor's Parcel Number P-27682)

A View Corridor Zone over, under and across portions of Tract 2, Skagit County Short Plat No. 79-79 (Revised) being in the Southeast 1/4 of the Southwest 1/4 of Section 23, Township 34 North, Range 4 East, W.M., and being more particularly described as follows:

BEGINNING at the Southeast corner of said Southeast 1/4 of the Southwest 1/4 (South 1/4 corner);
thence North 88°42'30" West, along the South line of said Southeast 1/4 of the Southwest 1/4 for a distance of 459.32 feet to the Southwest corner of that certain parcel conveyed to David M. Farrow and Christine B. Kitch by Quit Claim deed recorded under Skagit County Auditor's File No. 200906230059;
thence North 16°01'42" East, along the Northwestern line of said Farrow/Kitch parcel for a distance of 31.02 feet, more or less, to a point on the Northerly margin of that certain 60-foot wide non-exclusive easement recorded under Skagit County Auditor's File No. 8711130045;
thence continue North 16°01'42" East along said Northwestern line of said Farrow/Kitch parcel for a distance of 496.72 feet, more or less, to the Westerly line of said Tract 2, Skagit County Short Plat No. 79-79 (Revised);
thence South 88°42'30" East for a distance of 153.16 feet to the TRUE POINT OF BEGINNING;
thence continue South 88°42'30" East for a distance of 178.82 feet, more or less, to the Easterly line of said Tract 2, Skagit County Short Plat No. 79-79 (Revised);
thence North 2°04'01" West along said Easterly line for a distance of 395.77 feet, more or less, to a point bearing North 26°14'57" East from the TRUE POINT OF BEGINNING;
thence South 26°14'57" West for a distance of 436.49 feet, more or less, to the TRUE POINT OF BEGINNING.

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

Situate in the County of Skagit, State of Washington.

Containing 35,382 sq ft, 0.81 acres

EXHIBIT E

Exhibit Map

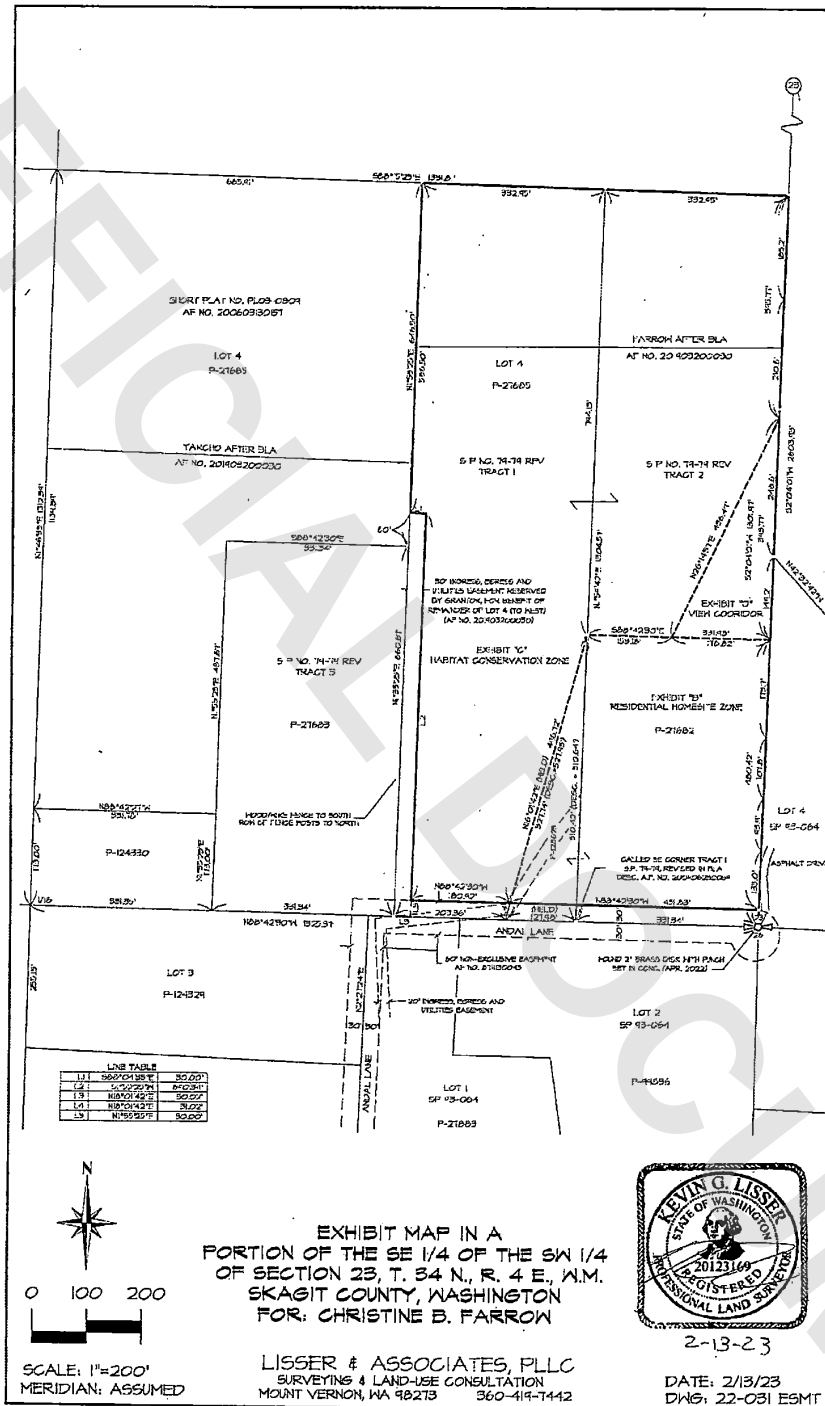
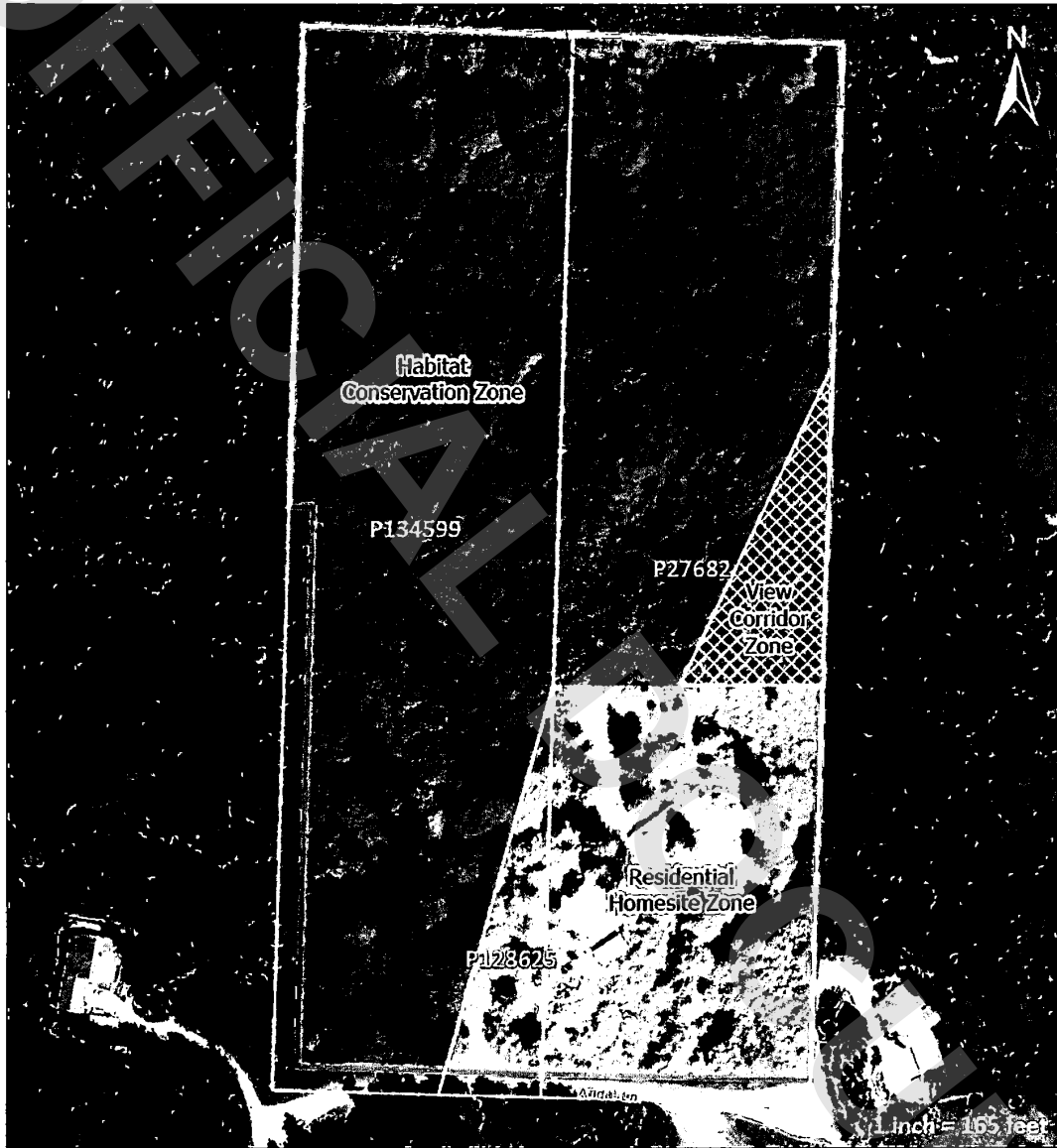


EXHIBIT F

Site Map

Nookachamps - Farrow Conservation Easement
Portions of P27682, P128625, and P134599



- Protected Property
- Parcel Boundaries
- Waterways

- Residential Homesite Zone
(~4.32 acres)
- Habitat Conservation Zone
(~13.83 acres)

- View Corridor Zone (~0.81 acres)

Datasets: Skagit County Parcel Data and Skagit County Hydrography Data. Map for illustration purposes only

EXHIBIT G

BASELINE REPORT

NOOKACHAMPS FARROW CONSERVATION EASEMENT



March 27, 2023
Regina Wandler, MEH
Stewardship Director, Skagit Land Trust

Nookachamps Farrow Conservation Easement – Skagit Land Trust

Grantor Information: Chris Farrow

Location: 16054 Andal Lane, Mount Vernon, WA 98274
Skagit County, Washington
SW ¼ of S23, T34, R04

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

Assessor's Tax Parcel No: Portions of P27682; P134599; P128625

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

Property Information

Acres: 18.96 acres

Number of Homes: 1

Elevation: 125-400 ft.

County Zoning: Rural Reserve Residential

Survey: A full property survey was completed in 2022, prior to the CE being placed on the property, and will be recorded after the easement.

Driving Directions: From Mount Vernon, drive east on Division St. Turn right (south) on Mountain View Rd, then left (east) to stay on Mountain View Rd, then left (north) to turn on Andal Rd. After Andal Rd curves to the right (east), the driveway is visible to the left (north).

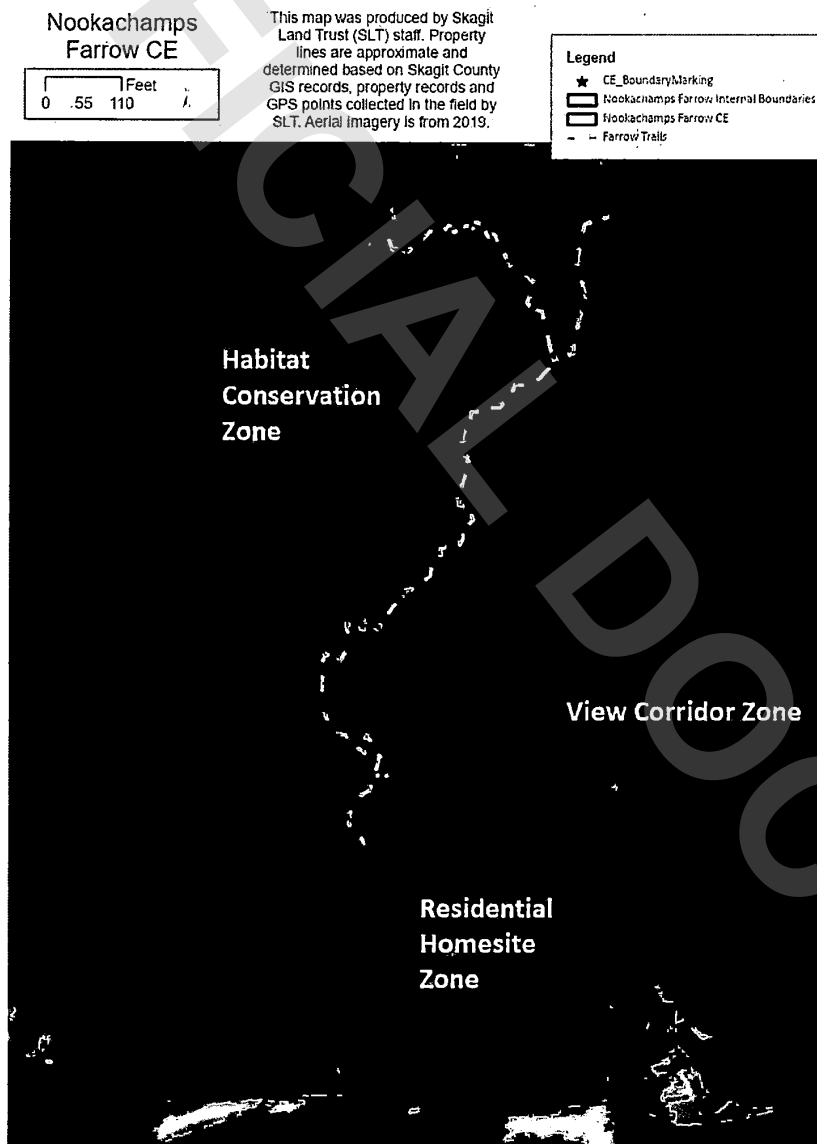
Boundaries: The property was entirely surveyed in 2022. Staff will mark surveyed points with T posts in 2023.

Site Overview

The Protected Property features approximately 700 feet of Gribble Creek and 18.96 acres of maturing riparian and upland forest. The property is part of the forested viewshed from Hwy 9.

All structures on the protected property are located within the homesite. The protected property contains a foot trail system that may be accessed through the property owner's homesite.

The protected area contains three zones; the residential homesite zone, view corridor zone, and habitat conservation zone.



Geographic Context

The protected property encompasses a portion of Gribble Creek, east of Mount Vernon and west of Hwy 9, Skagit County, Washington. Other nearby land ownership is primarily private residential, with some agriculture. SLT owns nearby property on the south side of Big Lake (the Big Lake Wetlands Conservation Area), and around north of College Way (the Barney Lake Conservation Area), and holds a conservation easement on Skagit County's Big Rock Park on top of Big Rock, and on private land adjacent to the south boundary of Mount Vernon's Little Mountain Park.

Nookachamps Farrow Geographic Context

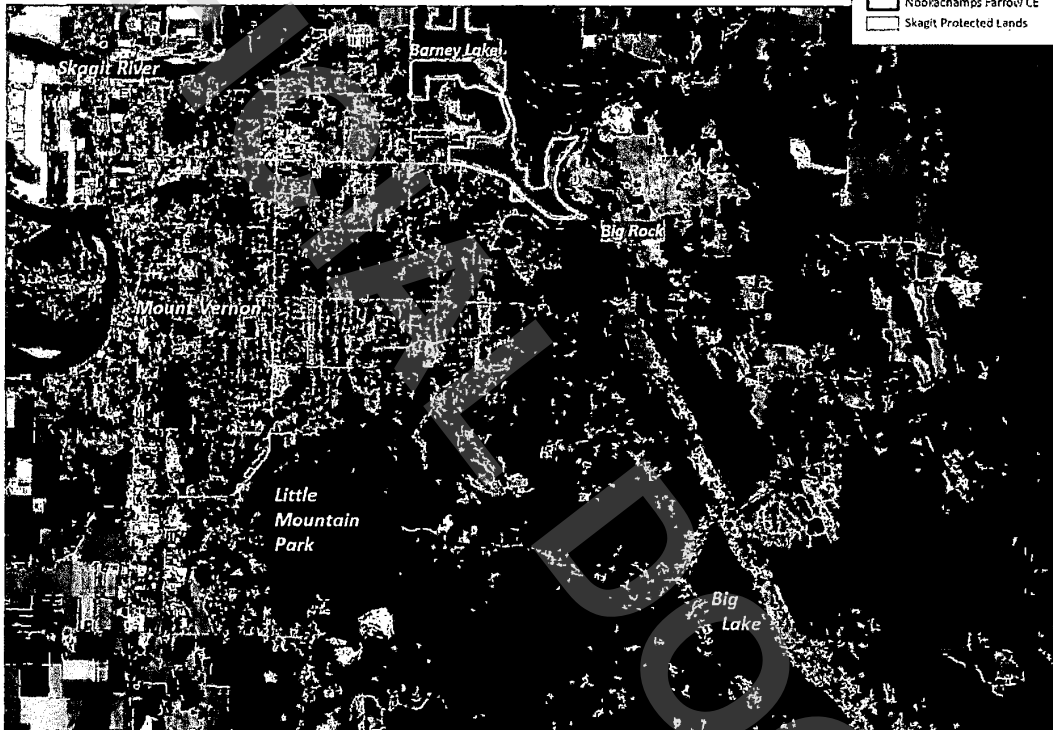
This map was produced by Skagit Land Trust (SLT) staff. Property lines are approximate and determined based on Skagit County GIS records, property records and GPS points collected in the field by SLT. Aerial imagery is from 2019.

0 0.25 0.5 Miles



Legend

-  CE Conservation Easement
-  FP Conservation Area
-  Nookachamps Farrow CE
-  Skagit Protected Lands



Geology

Landforms

The protected property lies on the northeastern edge of a hill which rises above Hwy 9 just north of Big Lake. Big Lake is a reservoir primarily surrounded by relatively dense residential development. The protected property drops steeply from the south to the north, and has a northeastern aspect. *See protected property hillshade map below, in Hydrology.*

Soils

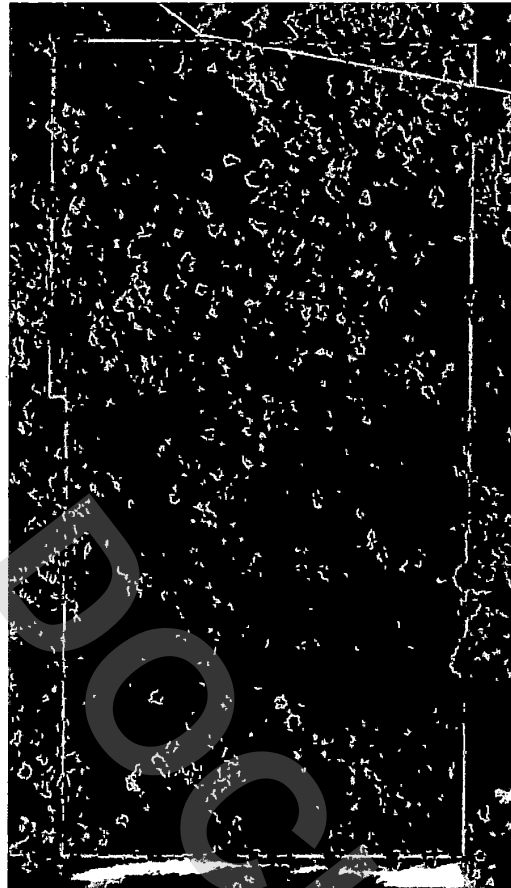
- USGS Soil Type: 46 – Dystric Xerochrepts, 45-70 percent slopes; 51% of area
- USGS Soil Type: 124 – Skipopa silt loam, 0 to 3 percent slopes; 21% of area
- USGS Soil Type: 149 – Tokul gravelly medial loam, 30 to 65 percent slopes; 18% of area
- USGS Soil Type: 154 – Vanzandt very gravelly loam, 15 to 30 percent slopes; 10% of area

About half of the soil of the protected property (primarily on the slopes) is Dystric Xerochrepts. These moderately deep to very deep, well drained soils are on escarpments. They formed in glacial till and colluvium derived from rocks of mixed mineralogy. The native vegetation is mainly conifers and mixed hardwoods. Permeability of these Dystric Xerochrepts is moderate. Available water capacity is very low to moderate. Effective rooting depth is 20 to 60 inches or more. Runoff is medium, and the hazard of water erosion is moderate.

About 20% of the soil is Skipopa silt loam, located on the lowest flat area near the north end of the property. This very deep, somewhat poorly drained soil has very slow permeability and available water capacity is high. Effective rooting depth is limited by a perched water table that is at a depth of 12 to 24 inches from October to June. Runoff is slow, and the hazard of water erosion is slight.

About 30% of the soil, located on the highest areas near the south end of the property, is Tokul and Vanzandt gravelly loam. These moderately deep, moderately well drained soils are on glacially modified hills and plains, and formed in loess and volcanic ash underlain by glacial till. Water is perched above the dense glacial till at a depth of 18 to 36 inches from December to April.

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



Hydrology

Gribble Creek crosses the northeastern corner of the property, and flows generally east to northwest. Seasonal unnamed streams flow generally south to north down the slopes of the property. There are seeps on the hillsides, and a spring that provides water to a neighboring home down below. There are several forested wet areas (most notably the low northwest corner of the property), though no wetland delineation has been completed.

Nookachamps Farrow Topo and Hydrology

This map was produced by Skagit Land Trust (SLT) staff. Property lines are approximate and determined based on Skagit County GIS records, property records and GPS points collected in the field by SLT. Aerial imagery is from 2019.

1 Miles
0 0.01 0.03



Legend

-  Wetlands
-  Streams
-  Nookachamps Farrow CE



Priority Habitats and Species

According to National Wetland Inventory and WDFW Priority Habitat and Species (PHS) data, Gribble Creek provides PHS habitat for several salmonids, including Coho, Cutthroat, and Resident Coastal Cutthroat. A formal wetland delineation has not been completed, however it is obvious on the ground that the freshwater forested / shrub wetlands mapped on the adjacent property extend onto the northwest corner of the protected property. The protected property is also located within PHS mapped Gray wolf occurrence polygon.

Forest: The majority of the forest was last harvested in the 1960's, resulting in the current 50-60 year old second growth forest. Approximately 9 acres at the base of the hill have not been logged since 1910-15, resulting in 100+ year old forest. The forest may be generally be categorized as a North Pacific Maritime Mesic-Wet Douglas-Fir Western Hemlock Forest (DNR 2015. The canopy is primarily composed of conifers (particularly *Pseudotsuga menziesii* and *Thuja plicata*, with some *Abies grandis*), with some hardwood co-dominants (*Alnus rubra* and *Populus trichocarpa*) and a diverse understory. Dominant species include Western red cedar and Douglas fir. The northwest corner of the forest, though unmapped in wetland databases, appears to be forested wetland.

Vegetation

Native Vegetation

Baldhip Rose	<i>Rosa gymnocarpa</i>	Oak Fern	<i>Gymnocarpium Dryopteris</i>
Beaked Hazelnut	<i>Corylus cornuta</i>	Orange honeysuckle	<i>Lonicera ciliosa</i>
Bedstraw	<i>Galium trifidum</i>	Osoberry	<i>Oemleria cerasiformis</i>
Big Leaf Maple	<i>Acer macrophyllum</i>	Pacific Ninebark	<i>Physocarpus capitatus</i>
Bitter Cherry	<i>Prunus emarginata</i>	Pacific Waterleaf	<i>Hydrophyllum tenuipes</i>
Black Cottonwood	<i>Populus balsamifera</i>	Pacific Willow	<i>Salix lucida</i>
Black Gooseberry	<i>Ribes lacustre</i>	Paper Birch	<i>Betula papyrifera</i>
Black Twinberry	<i>Lonicera involucrate</i>	Red Alder	<i>Alnus rubra</i>
Blackcap Raspberry	<i>Rubus leucodermis</i>	Red Elderberry	<i>Sambucus racemosa</i>
Bleeding Heart	<i>Dicentra formosa</i>	Red Flowering Currant	<i>Ribes sanguineum</i>
Bracken Fern	<i>Pteridium aquilinum</i>	Red Huckleberry	<i>Vaccinium parvifolium</i>
Bulblet fern	<i>Cystopteris bulbifera</i>	Redwood Sorrel	<i>Oxalis oregana</i>
Cascara	<i>Rhamnus purshiana</i>	Salal	<i>Gaultheria shallon</i>
Common Horsetail	<i>Equisetum arvense</i>	Salmonberry	<i>Rubus spectabilis</i>
Deer Fern	<i>Blechnum spicant</i>	Saskatoon	<i>Amelanchier alnifolia</i>
Devils Club	<i>Oplopanax horridus</i>	Scouler's Willow	<i>Salix scouleriana</i>
Dogwood	<i>Cornus nutalli</i>	Self Heal	<i>Prunella vulgaris</i>
Douglas Fir	<i>Pseudotsuga menziesii</i>	Sitka Spruce	<i>Picea sitchensis</i>
Enchanter's Nightshade	<i>Circaea aplina</i>	Skunk Cabbage	<i>Lysichiton americanum</i>
False Lily of the Valley	<i>Maianthemum dilatatum</i>	Small flowered alum root	<i>Heuchera micrantha</i>
False Solomon's Seal	<i>Smilacina racemose</i>	Snowberry	<i>Symphoricarpos albus</i>
Foamflower	<i>Tiarella trifoliata</i>	Stinging Nettle	<i>Urtica dioica</i>
Fringecup	<i>Tellima grandiflora</i>	Sweet Cicely	<i>Osmorhiza chilensis</i>
Hookers Fairy Bells	<i>Disporum hookeri</i>	Sword Fern	<i>Polystichum munitum</i>
Hookers Willow	<i>Salix hookeriana</i>	Tall Oregon grape	<i>Mahonia aquifolium</i>
Lady Fern	<i>Athyrium filix-femina</i>	Thimbleberry	<i>Rubus parviflorus</i>
Large leaved avens	<i>Geum macrophyllum</i>	Trailing Blackberry	<i>Rubus ursinus</i>

Licorice Fern	<i>Polypodium glycyrrhiza</i>
Low Oregon Grape	<i>Berberis nervosa</i>
Maidenhair Fern	<i>Adiantum pedatum</i>
Maidenhair spleenwort	<i>Asplenium trichomanes</i>
Miners Lettuce	<i>Claytonia sibirica</i>
Mitrewort	<i>Metella pentandra</i>
Mock Orange	<i>Philadelphus lewisii</i>
Nootka Rose	<i>Rosa nutkana</i>

Twinflower	<i>Linnaea borealis</i>
Vine Maple	<i>Acer circinatum</i>
Western Hemlock	<i>Tsuga heterophylla</i>
Western Red Cedar	<i>Thuja plicata</i>
Western Starflower	<i>Trientalis latifolia</i>
Western Trillium	<i>Trillium ovatum</i>
Wood fern	<i>Dryopteris Felix-mad</i>
Youth on Age	<i>Tolmiea menziesii</i>

Invasive Vegetation

Bindweed	<i>Convolvulus arvensis</i>
Creeping buttercup	<i>Ranunculus repens</i>
English Holly	<i>Ilex aquifolium</i>
English plantain	<i>Plantago lanceolata</i>
Evergreen blackberry	<i>Rubus laciniatus</i>
Herb-Robert	<i>Geranium robertianum</i>
Himalayan blackberry	<i>Rubus discolor</i>

* This list does not include non-native ornamental plants within the homesite.

** Species lists compiled with the assistance of Chris Farrow, the landowner.

Wildlife and Habitat

The 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. The mixed wetland/prairie meadow provides a very different type of habitat, including cover for songbirds and mammals. There are some perches for raptors to rest on and hunt from. The wetlands and stream provide cool, wet soils and sometimes drinking water.

This protected area adjoins other forested properties, providing connectivity and habitat corridors within the larger landscape and benefiting species that need space to roam. Development is a threat in immediately surrounding areas, making 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.

Birds - Winter:	
Dark eyed Junco	<i>Junco hyemalis</i>
Anna's Hummingbird	<i>Calypete anna</i>
Bald eagle	<i>Haliaeetus leucocephalus</i>
Barred Owl	<i>Strix varia</i>
Black capped chickadee	<i>Poecile atricapillus</i>
Brown Creeper	<i>Certhia americana</i>
Bushtits	<i>Psaltirparus minimus</i>
Chestnut backed chickadee	<i>Poecile rufescens</i>
Downy Woodpecker	<i>Picoides pubescens</i>

Amphibians, Reptiles, Fish:	
Cascades Frog	<i>Rana cascade</i>
Coho Salmon	<i>Oncorhynchus kisutch</i>
Cutthroat trout	<i>Oncorhynchus clarki</i>
Garter Snake	<i>Thamnophis sirtalis</i>
Pacific Chorus Frog	<i>Pseudacris regilla</i>
Rough Skinned Newt	<i>Taricha granulosa</i>
Torrent salamander	<i>Rhyacotriton olympicus</i>
Mammals:	
Bat	Unknown variety

Evening Grosbeaks	<i>Coccothraustes vespertinus</i>	Black-tailed Deer	<i>Odocoileus hemionus</i>
Fox sparrow	<i>Passerella iliaca</i>	Bobcat	<i>Lynx rufus</i>
Golden crowned kinglet	<i>Regulus satrapa</i>	Coyote	<i>Canis latrans</i>
Great Horned Owl	<i>Bubo virginianus</i>	Deer Mouse	<i>Peromyscus maniculatus</i>
Hairy Woodpecker	<i>Picoides villosus</i>	Douglas squirrel	<i>Tamiasciurus douglasii</i>
Mourning Dove	<i>Zenaidia macroura</i>	Eastern Cottontail Rabbit	<i>Sylvilagus floridanus</i>
Northern Flicker	<i>Colaptes auratus</i>	Meadow vole	<i>Microtus</i>
Pileated Woodpecker	<i>Dryocopus pileatus</i>	Mole	<i>Scapopus</i>
Pine Siskins	<i>Carduelis pinus</i>	Mountain Beaver	<i>Aplodontia rufo</i>
Purple finches	<i>Carpodacus purpureus</i>	Mountain Lion	<i>Puma concolor</i>
Red Breasted Nuthatch	<i>Sitta Canadensis</i>	Opossum	<i>Didelphis virginiana</i>
Red Breasted Sapsucker	<i>Sphyrapicus ruber</i>	Pacific Jumping Mouse	<i>Zapus trinotatus</i>
Ruby crowned kinglet	<i>Regulus calendula</i>	Pocket gopher	<i>Thomomys</i>
Sharp shinned Hawk	<i>Accipiter striatus</i>	Raccoon	<i>Procyon lotor</i>
Spotted Towhee	<i>Pipilo maculatus</i>	Shrew	<i>Sorex</i>
Stellar Jay	<i>Cyanocitta stelleri</i>	Shrew mole	<i>Neurotrichus gibbsii</i>
Swainsons Thrush	<i>Catharus ustulatus</i>	Townsend's chipmunk	<i>Tamias townsendi</i>
Varied Thrush	<i>Ixoreus naevius</i>	Western Gray Squirrel	<i>Sciurus griseus</i>
Winter Wren	<i>Troglodytes troglodytes</i>		

Birds - Late Spring Into Summer:	
American Goldfinch	<i>Carduelis tristis</i>
American Robin	<i>Turdus migratorius</i>
Band -Tailed Pigeons	<i>Patagioenas fasciata</i>
Black Headed Grosbeaks	<i>Pheucticus melanocephalus</i>
Cedar Waxwing	<i>Bombycilla cedrorum</i>
Great Blue Heron	<i>Ardea Herodias</i>
Red Tailed Hawk	<i>Buteo jamaicensis</i>
Rufus Hummingbirds	<i>Selasphorus rufus</i>
Western Tanager	<i>Piranga ludoviciana</i>
Wilson's Warbler	<i>Wilsonia pusilla</i>

* Species list compiled with the assistance of Chris Farrow, the landowner.

Human Environment and History

Current Use: The landowners utilize and maintain the protected area for low impact recreation on the approximately 4,200 foot trail system (*see Site Map above*). The trail system does not connect to nearby public trails and is used exclusively by the landowner, immediate neighbors and their guests.

Structures & Built Environment: The home and all associated structures are located within the residential homesite zone. A water pipe which provides water to P27602 crosses the property (running down one of the dips along the steep slope), and is described in an easement recorded under auditor file number 7906130033. Incomplete fencing is located along portions of the north, east, and west property lines.

Land Use History: In aerial imagery from 1937 (available from Skagit County), some trees are visible on the eastern side of the protected area, but the ground appears to be cleared beneath them. The western side of the protected area has consistently been cleared since the 1937 aerial imagery was collected.

A Brief History of the site – *written by Chris Farrow, landowner*

The known history of a particular forest in Northwest Washington often begins with the date of its initial destruction. In the case of the forest that lay between Big Rock and Big Lake it happened between 1910 and 1915, when the Day Lumber Company began to cut the tall timber that had grown for a thousand years or more. When they were done, they left behind stumps, slash and immature trees.

The land was offered for sale as “excellent farmland” but those that bought the acreage called it “Starvation Ridge”. The exposed soil was extremely rocky and drained so fast that it was difficult to keep a crop watered. Still, it was cheap and many families that had lost their jobs when the lumber company left in 1925, stayed to form a community. While they struggled, the land began to heal. During the mid 1960’s small patches of 2nd growth timber were cut as development increased along Route 9. Large tracts of forest were divided into smaller parcels. As parcels were sold, more houses began to appear along the road at the top of the hill and along the highway below.

In 1977, the Yarcho’s purchased acreage from Charles Stewart, whose home was on Route 9. The Stewarts did retain a water right and an easement to their water source from a spring on the side of the hill (existing pipe noted in *Structures & Built Environment* section above). The access to this water continues until public water becomes available. Bill Yarcho had selected a prime ten acres from the Stewart property with an outstanding view of Mt. Baker to build his first home for himself and his wife. A road was pushed through to the homesite from Andal Road. Andal Lane was created. The old growth trees used to construct the cedar home were cut and milled upriver in Concrete. By 1986 Bill and Vicky were outgrowing the house on the hill and the property was sold to Bishop Wheeler. Mr. Wheeler cut and sold many trees below the house to improve his view of the valley.

When David Farrow purchased the ten- acre parcel in 2007, he was in awe of the trees that remained, “We’re never going to cut anything!” but in time the rapid growth of the alders and maples would make even David change his mind. Many small native shrubs were brought back: red flowering currant, beaked hazelnut, ninebark. As the Himalayan blackberries were carefully thinned back, salal, salmonberry, thimbleberry red elderberry and willow were allowed to grow. Native currants, trailing blackberry and strawberry began to fill in the ground cover. Ferns took root and spread again.

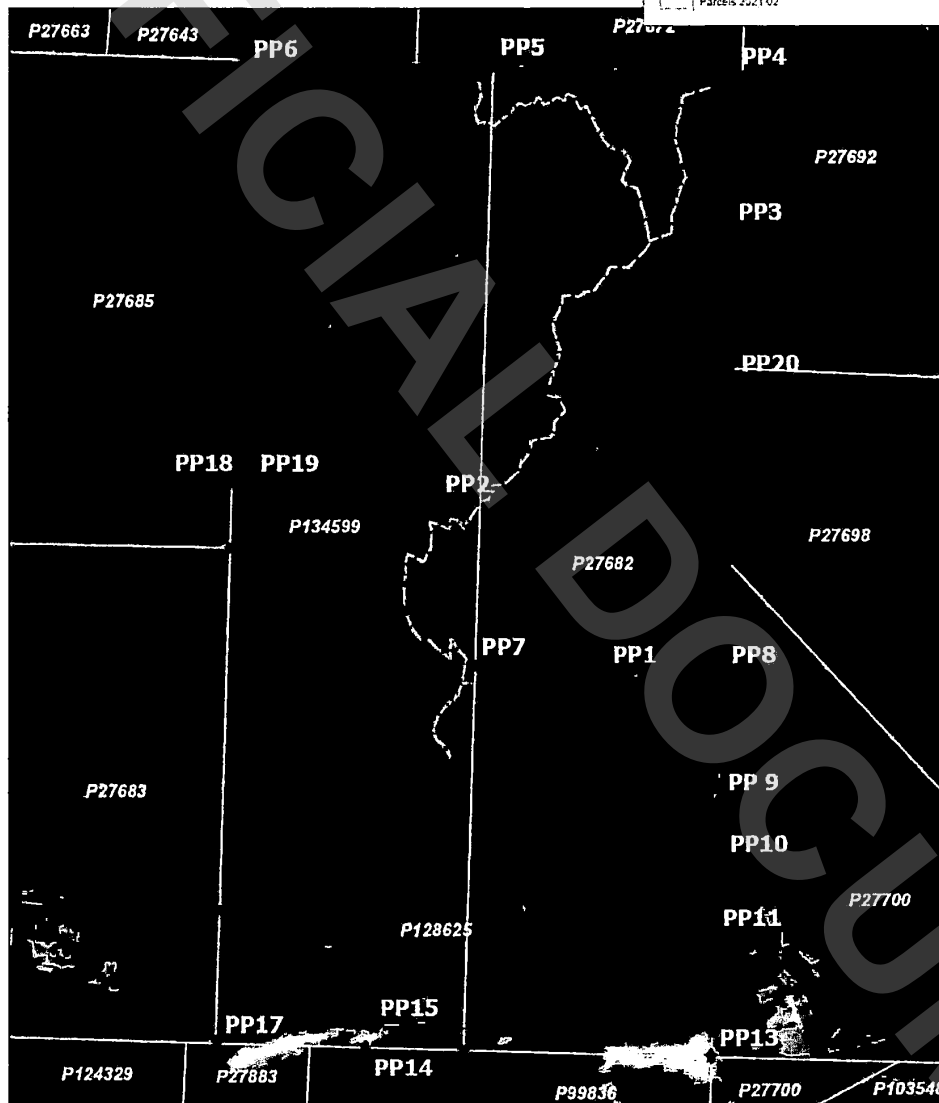
Two boundary adjustments were obtained from Madlyn Yarcho. The first in 2009 secured the length of the driveway and the garden shed that had been outside of the original homesite. The second larger adjustment in 2019 expanded the property by 9+ acres to protect the watershed for Gribble Creek at the base of the hill. Those nine acres have remained unlogged since the original cutting in the early 1900’s.

Photopoints

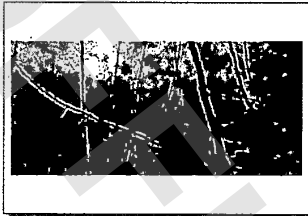
0 55 110 Feet

Legend

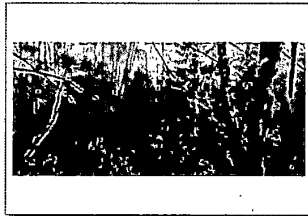
-  CE_BoundaryMarking
 CE_Photopoints
 Nookachamps Farrow Internal Boundaries
 Nookachamps Farrow Trails
 Nookachamps Farrow CE
 Parcels 2021/02



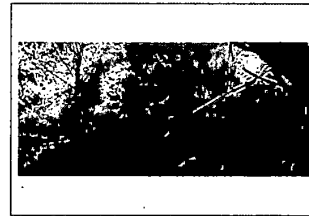
Nookachamps Farrow CE Photopoints 2022



Nookachamps Farrow 2022.05.09 PP1 E



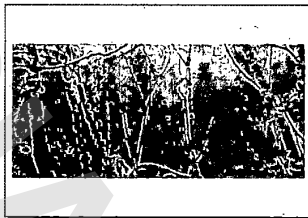
Nookachamps Farrow 2022.05.09 PP1 NE



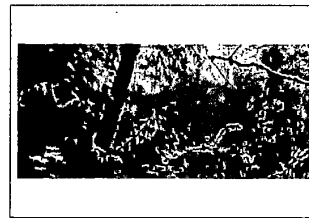
Nookachamps Farrow 2022.05.09 PP1 S



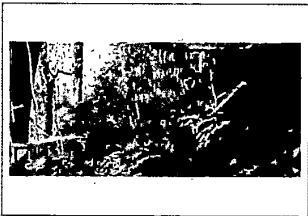
Nookachamps Farrow 2022.05.09 PP1 W



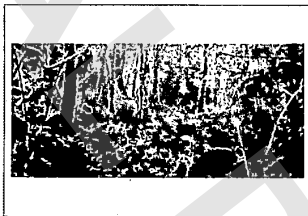
Nookachamps Farrow 2022.05.09 PP2 E



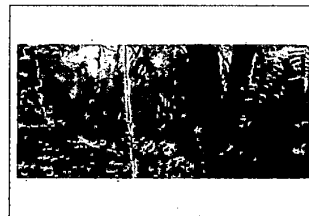
Nookachamps Farrow 2022.05.09 PP2 N



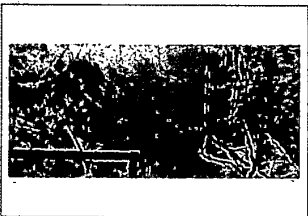
Nookachamps Farrow 2022.05.09 PP2 S



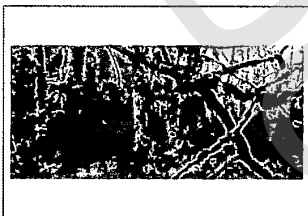
Nookachamps Farrow 2022.05.09 PP2 W



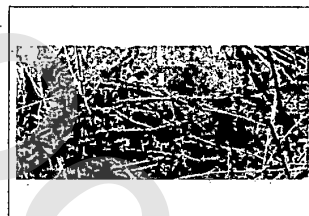
Nookachamps Farrow 2022.05.09 PP3 N



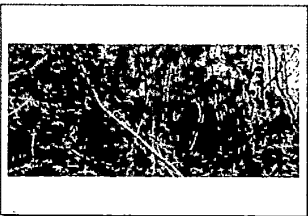
Nookachamps Farrow 2022.05.09 PP3 S



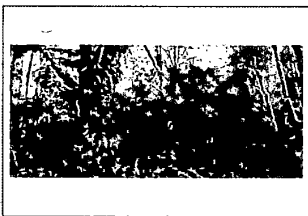
Nookachamps Farrow 2022.05.09 PP3 W



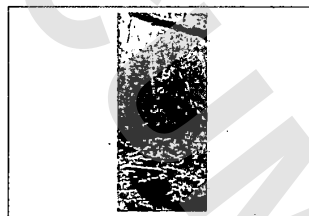
Nookachamps Farrow 2022.05.09 PP4 S



Nookachamps Farrow 2022.05.09 PP4 W



Nookachamps Farrow 2022.05.09 PP5 E

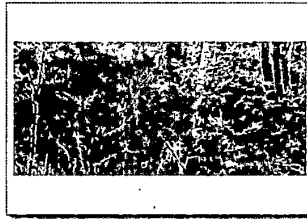


Nookachamps Farrow 2022.05.09 PP5 S

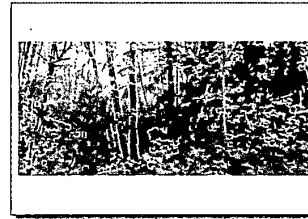
Nookachamps Farrow CE Photopoints 2022



Nookachamps Farrow 2022.05.09 PP5 W



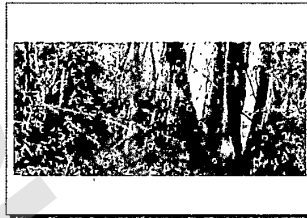
Nookachamps Farrow 2022.05.09 PP6 S



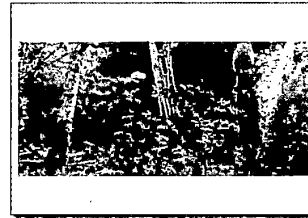
Nookachamps Farrow 2022.05.09 PP6 W



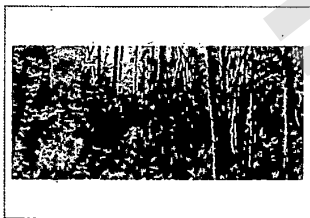
Nookachamps Farrow 2022.05.09 PP7 E



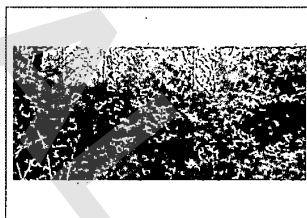
Nookachamps Farrow 2022.05.09 PP7 N



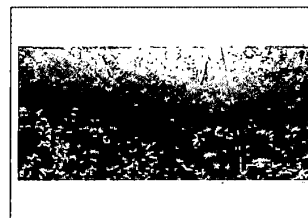
Nookachamps Farrow 2022.05.09 PP7 S



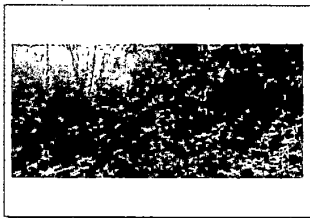
Nookachamps Farrow 2022.05.09 PP7 W



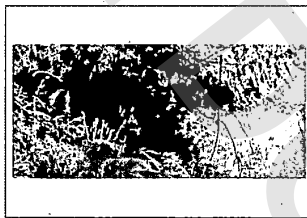
Nookachamps Farrow 2022.05.09 PP8 N



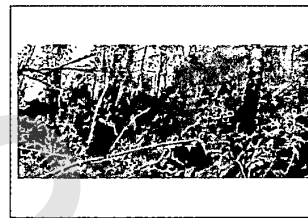
Nookachamps Farrow 2022.05.09 PP8 S



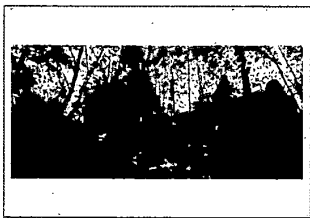
Nookachamps Farrow 2022.05.09 PP8 W



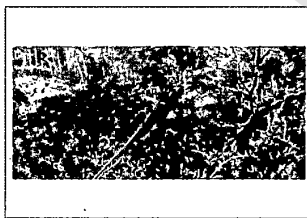
Nookachamps Farrow 2022.05.09 PP9 N



Nookachamps Farrow 2022.05.09 PP9 S



Nookachamps Farrow 2022.05.09 PP9 W

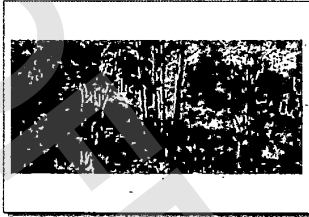


Nookachamps Farrow 2022.05.09 PP10 N



Nookachamps Farrow 2022.05.09 PP10 S

Nookachamps Farrow CE Photopoints 2022



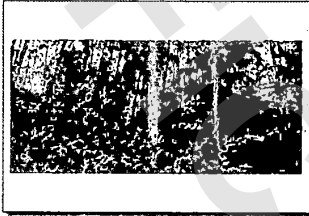
Nookachamps Farrow 2022.05.09 PP10 W



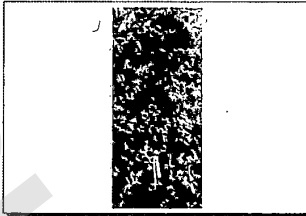
Nookachamps Farrow 2022.05.09 PP11 N



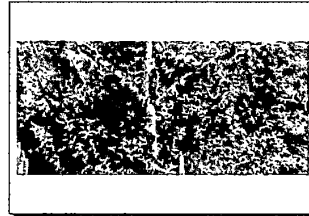
Nookachamps Farrow 2022.05.09 PP11 S



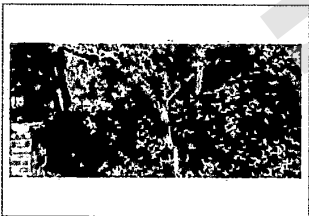
Nookachamps Farrow 2022.05.09 PP11 W



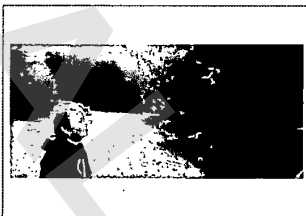
Nookachamps Farrow 2022.05.09 PP12 N



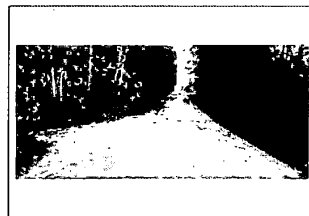
Nookachamps Farrow 2022.05.09 PP12 NW



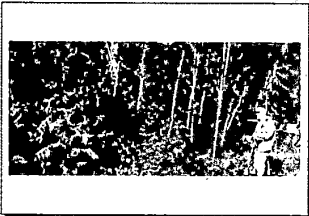
Nookachamps Farrow 2022.05.09 PP12 W



Nookachamps Farrow 2022.05.09 PP13 W



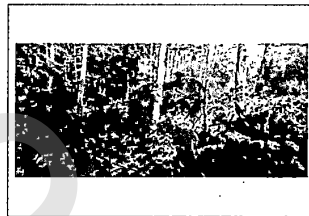
Nookachamps Farrow 2022.05.09 PP14 E



Nookachamps Farrow 2022.05.09 PP14 NNE



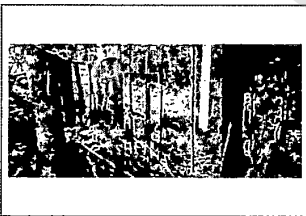
Nookachamps Farrow 2022.05.09 PP14 W



Nookachamps Farrow 2022.05.09 PP15 E



Nookachamps Farrow 2022.05.09 PP15 NNE

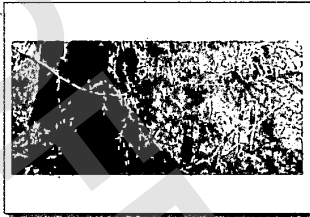


Nookachamps Farrow 2022.05.09 PP15 W

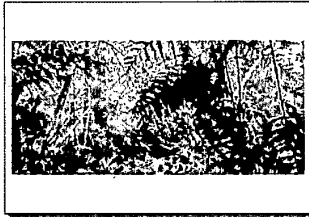


Nookachamps Farrow 2022.05.09 PP16 E

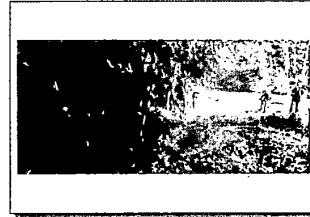
Nookachamps Farrow CE Photopoints 2022



Nookachamps Farrow 2022.05.09 PP16 N



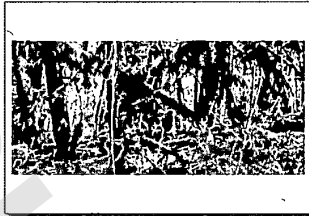
Nookachamps Farrow 2022.05.09 PP16 NE



Nookachamps Farrow 2022.05.09 PP17 E



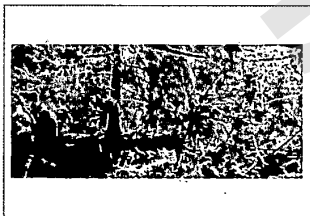
Nookachamps Farrow 2022.05.09 PP17 N



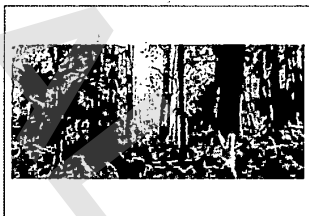
Nookachamps Farrow 2022.05.09 PP18 E



Nookachamps Farrow 2022.05.09 PP18 N



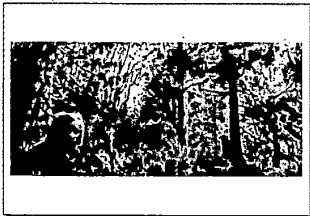
Nookachamps Farrow 2022.05.09 PP18 S



Nookachamps Farrow 2022.05.09 PP19 E



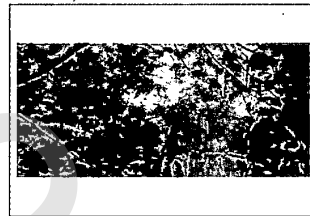
Nookachamps Farrow 2022.05.09 PP19 N



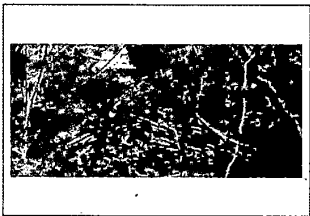
Nookachamps Farrow 2022.05.09 PP19 S



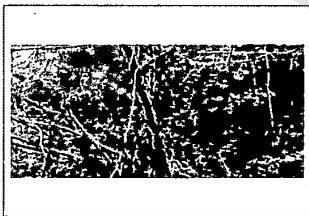
Nookachamps Farrow 2022.05.09 PP19 W



Nookachamps Farrow 2022.05.09 PP20 N

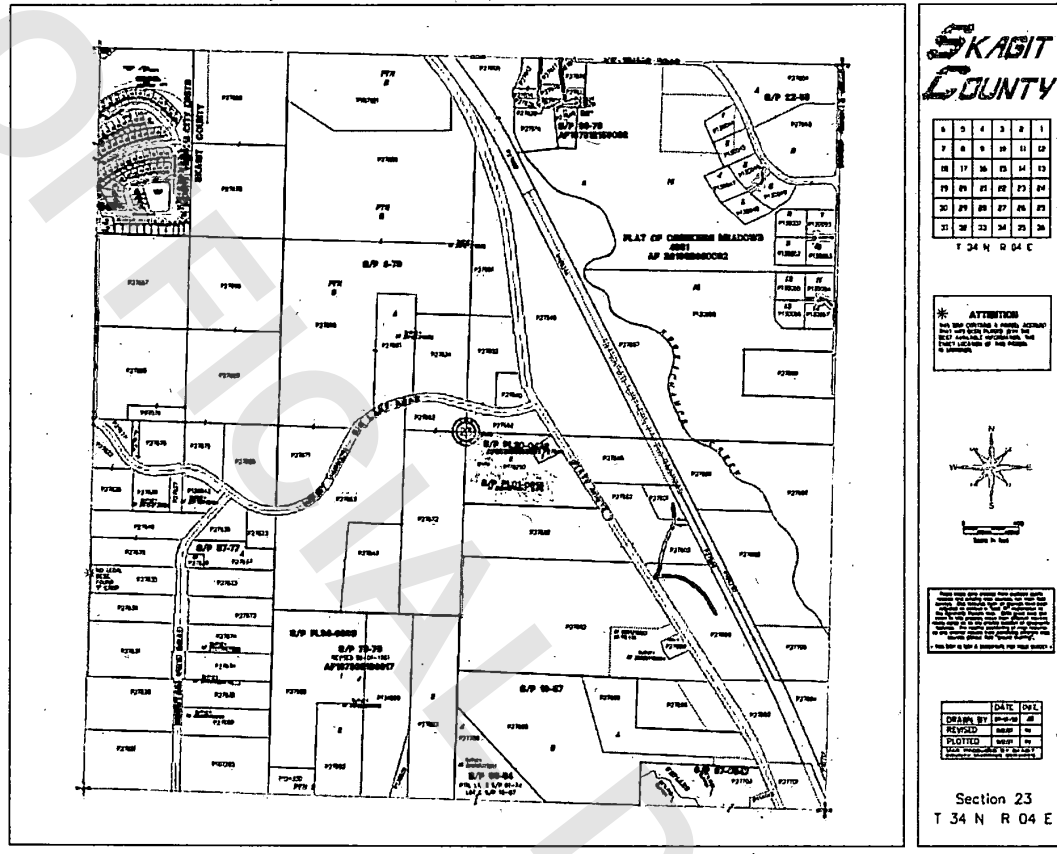


Nookachamps Farrow 2022.05.09 PP20 S



Nookachamps Farrow 2022.05.09 PP20 SW

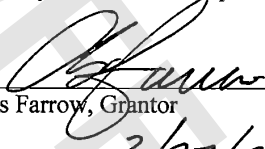
Assessors Map



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 property at the time of conservation easement donation.


Chris Farrow, Grantor

date: _____

3/27/23


Regina Wandler
Stewardship Director
Skagit Land Trust, Grantee

date: 3/21/2023