

**AGENDA**  
**San Juan County Land Bank Commission**  
**Members of the public may participate in the ZOOM meeting.**  
<https://zoom.us/j/96947083633>  
**Meeting ID: 969 4708 3633**  
**May 21, 2021**  
**REMOTE MEETING**

- |         |   |
|---------|---|
| 8:30 am | Convene   |
| 8:30    | General Public Comments   |
| 8:40    | Approve April 16, 2021 Meeting Minutes  |
| 8:45    | Chair and Commissioners Reports   |
| 9:00    | Council Update – Christine Minney   |
| 9:05    | Financial Update <ul style="list-style-type: none"><li>○ Second amendment of the 2021 budget</li><li>○ REET update</li></ul>  |
| 9:15    | Director’s Report, Acquisitions update <ul style="list-style-type: none"><li>○ San Juan<ul style="list-style-type: none"><li>▪ Cady Mountain / Cady Mountain Development (Buck)</li><li>▪ Woodbridge – Cattle Point Road</li></ul></li><li>○ Lopez<ul style="list-style-type: none"><li>▪ Higgins – Watmough Bay</li><li>▪ Top of the World</li></ul></li><li>○ Orcas<ul style="list-style-type: none"><li>▪ Glenwood Inn</li></ul></li></ul> |
| 9:45    | Break   |
| 9:55    | Stewardship Report  |
| 10:05   | Outreach and Volunteer Report   |
| 10:15   | Coffelt Farm Management <ul style="list-style-type: none"><li>○ Continued discussion with the Coffelt Agricultural Resource Team (30 min.)</li><li>○ Discussion of proposed timeline to develop a request for proposals (25 min.)</li><li>○ Discussion of short term lease extension through 2022. (15 min.)</li></ul>  |
| 11:25   | Future Agenda Items   |
| 11:30   | Adjourn   |

***The Land Bank Commission May Add or Delete Agenda Items and Projects for Discussion. The Agenda Order is Subject to Change. You are invited to call the Land Bank office at 360-378-4402 for more details prior to the meeting. SJC Code 2.116.070 “All meetings and actions of advisory bodies and their subcommittees shall be open to the public, even where such meetings are not within the purview of the Open Public Meetings Act, Chapter 42.30 RCW, except where the meeting is properly closed for executive session, as provided in RCW 42.30.110”***



## MEETING MINUTES

### Land Bank Commission Meeting

**April 16, 2021**

### Virtual ZOOM Meeting

**Commission Members in Attendance:**

Jim Skoog, District 1, position 1  
Sandi Friel, District 2, position 2  
Brian Wiese, at large, position 4  
Miles Becker, District 3, position 3

Doug Strandberg, at large, position 5  
David Meiland, at large, position 6  
Christa Campbell, at large, position 7

**Commission Members Absent:** None

**Land Bank Staff in Attendance:** Shauna Barrows, Charlie Behnke, Lincoln Bormann, Judy Cumming, Peter Guillozet, Erin Halcomb, Doug McCutchen, Aaron Rock, Kayla Seaforth, Jacob Wagner, Amanda Wedow, Tanja Williamson

**Land Bank Staff Absent:** Eliza Habegger

**County Council Liaison:** Christine Minney

**County Manager:** Absent

**Public in Attendance:** 9 individuals over the course of the meeting.

Topic	Key Discussion Points & Agreements
<b>Call to Order</b> 8:30 am	Sandi Friel, chair, called the meeting to order.
<b>Public Comment</b> 8:30 am	Tom Cowan thanked the commission for hosting the Community Conversation Zoom meeting and said it was a great format. He noted that he could not see who else from the public was attending and he would've liked to know.



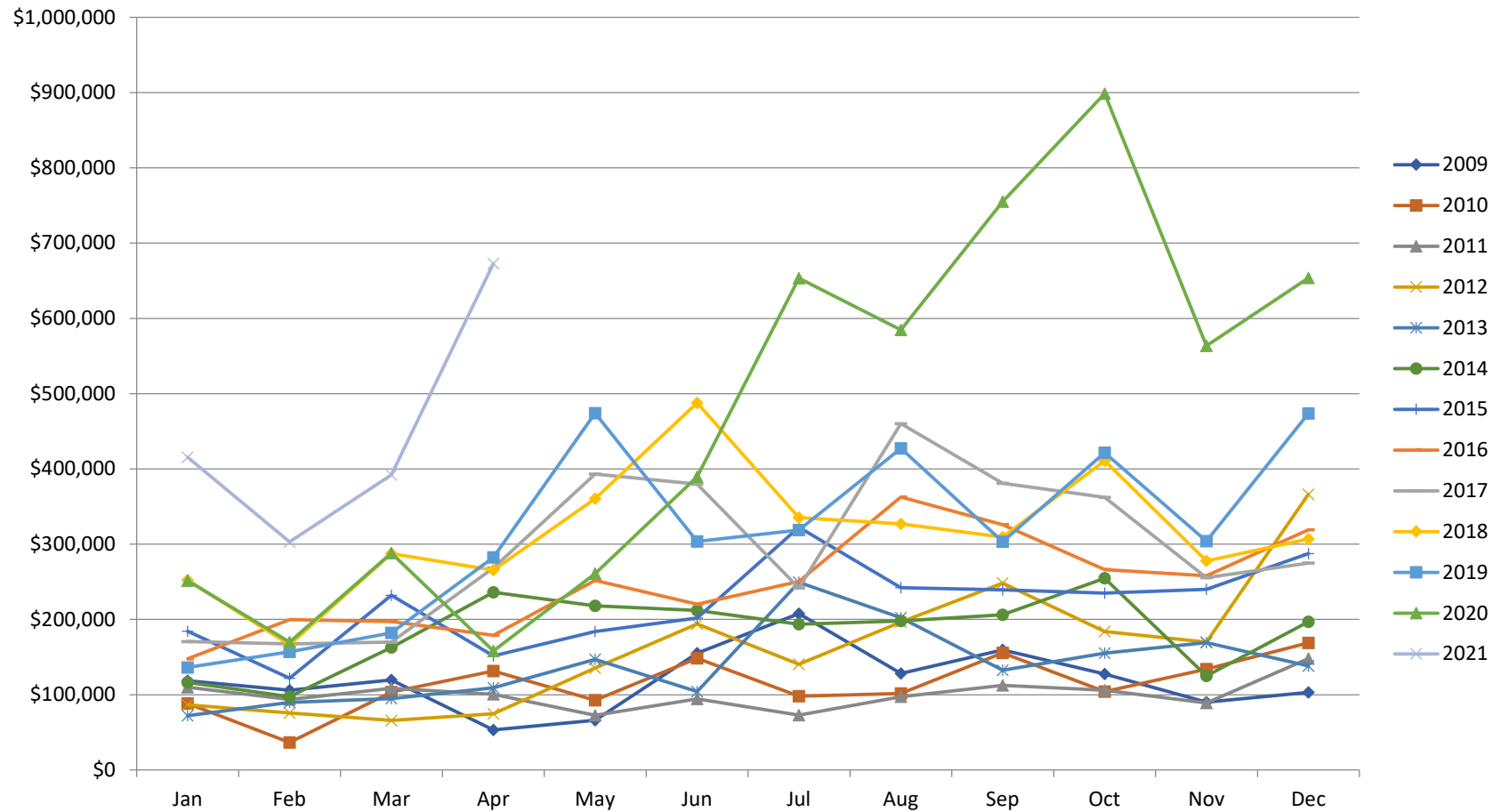
	<p>this time of year, but currently there only 15, most of which with an asking price of \$1M or more.</p>
<p><b>Director's Report</b> 9:02 am</p> <p>San Juan Island</p>	<p><b>Cady Mountain Development LLC Property (aka Buck). Background:</b> The Land Bank has \$1.7 million purchase and sale agreement for this 142-acre property. Lincoln presented maps showing the property's relationship to other conserved and undeveloped properties. The property lies within a High Climate Resiliency Area as identified by the Nature Conservancy, provides a critical ecological connection between the English Camp/Mitchell Hill and Cady Mountain conservation areas, and is also a key parcel for providing a trail connection between these two areas. The property includes wetlands, wildflower meadows, views, and mature forests.</p> <p><b>Current:</b> The acquisition is moving forward; Lincoln will present the amended budget to the county council on Tuesday. He said SJPT confirmed they want to partner in the acquisition, although the details have yet to be worked through. The Land Bank will reserve the option of selling a conservation easement to SJPT for at least 25% of the purchase price. The closing date is May 7, 2021. Sandi and Doug asked if a trail from the property to English Camp was possible. Lincoln said Roche Harbor has an array of public trails, one of which already makes the connection. However, public the use of Roche Harbor land is permissive only, and so public access is not guaranteed permanently.</p>
Lopez Island	<p>Some new potential acquisition properties came up during the Lopez Community Conversation meeting. One of these is adjacent to the Weeks Wetland Preserve and would preserve the view of Fisherman Bay from Lopez Village. Another is a view property just to the south. Lincoln will be exploring these further in the coming months. He noted it was great to hear from the community.</p>
Orcas Island	<p>Lincoln noted the larger, "landscape" scale properties are running out and may be a sign of things to come. Sandi asked about the Mount Baker Farm property, noting it was under contract. Lincoln commented that he hoped the buyer might be open to a CE in the future to maintain field next to the road.</p> <p>Brian stated the idea of smaller acquisitions came up at the Orcas Community Conversation meeting. He remarked that Lincoln did a good job answering the variety of questions during the meeting. Brian also shared that the Land Bank is very cautious about purchasing properties within urban growth areas (UGAs) because that's the area where development is supposed to happen.</p> <p>Sandi suggested keeping a list of comments from the community meetings for future discussion items when extra time is available and/or for future agenda items. She thought both Lincoln and the preserve stewards provided great information and presentations. She then asked the stewards for their feedback.</p> <p>Peter said he prefers in person presentations, but appreciated the venue and idea. There was discussion regarding Zoom's different meeting formats and other potential tools (e.g., themed videos). Sandi stated her preference for continuing with a hybrid model going forward.</p>

<b>Break</b> 9:32 am – 9:41 am	
<b>Stewardship Report</b> 9:41 pm	<p><b>Ag Lease Update</b> - Charlie highlighted the new lessees for Zylstra Lake and Fowler’s Pond Preserves. The Lum Farm was awarded the contract to graze sheep at Fowler’s Pond, and Adam Greene and Bruce Gregory were awarded the contract to hay Zylstra Lake Preserve. Adam and Bruce will try a new approach, haylage, a process by which hay is baled at a higher moisture content than dry hay and then stored in a sealed plastic wrap. Charlie noted they’ll be using smaller equipment, so will be out more often. He also shared that the preserve has been very active, in particular with lots of fishing. He also commented that neighbors have been great and communicative regarding visitors and dogs on leash. Charlie thought maybe more signage could be beneficial as well.</p> <p><b>Orcas Island</b> - Peter said the Coffelt Farm cost share paperwork is finished; flow monitoring equipment has been installed at Cascade Creek; and Scott Rozenbaum planted Wapato blubs at Stonebridge-Terrill Preserve. He also shared that Eric Beamer was seining at Cascade Creek. Eric is taking DNA samples from Chinook fry in the creek to confirm whether originated at the hatchery. Lincoln asked stewards about the level of preserve usage; Peter replied that he snapped a pic of the most cars he’s ever witnessed at Turtleback Preserve’s south trailhead.</p> <p><b>Lopez Island</b> - Amanda said it’s been busy on the preserves, so was surprised to find Channel Preserve empty when she’s been there. She also borrowed a tractor to work at the Spit.</p> <p><b>San Juan Island</b> – Doug also noted the preserves have been steady with visitors. He said his contacts in the hospitality business say they’re booked through the summer.</p>
<b>Outreach/Volunteer Report</b> 9:50 am	<p>Tanja announced two out of the three Community Conversation events have taken place, and they have been a large part of what she’s been working on. She also noted her committee work with the San Juan Island Trails Committee and Stewardship Network and their contributions towards getting people registered for the April 24<sup>th</sup> Great Islands Clean Up. She encouraged anyone interested in volunteering on SJI, Lopez, or Orcas, to register through the <a href="https://plasticfreesalishsea.org/events/">https://plasticfreesalishsea.org/events/</a> website. Lastly, Tanja has been collaborating with Erin on a couple articles for media publication – one for Sound Publishing’s annual visitor’s guide, with a Leave No Trace focus; the other for Coldwell Banker’s summer showcase, which focuses on story of the Land Bank.</p>
<b>Executive Session</b> 9:55 am – 10:30 am	<p>The Land Bank Commission met in executive session in accordance with RCW 42.30.110 (1)(b) To consider the selection of a site or the acquisition of real estate by lease or purchase when public knowledge regarding such consideration would cause a likelihood of increased price.</p>
<b>Future Agenda Items</b> 10:30 am	<p>Foodways</p> <p>Questions that arose from the Community Conversations Series</p> <p>Revisiting climate change as applied to stewardship and acquisitions</p>
<b>Break</b>	

10:35 am – 10:50 am	
<b>CART-Coffelt Report and Discussion</b> 10:50 am	No minutes were taken for this portion of the meeting, but it was recorded. Interested parties can listen via:
<b>ADJOURN</b>	Sandi Friel adjourned the meeting at 12:53
<b>NEXT MEETING</b>	The next LBC meeting is scheduled to take place May 21, 2021.



REET by Month

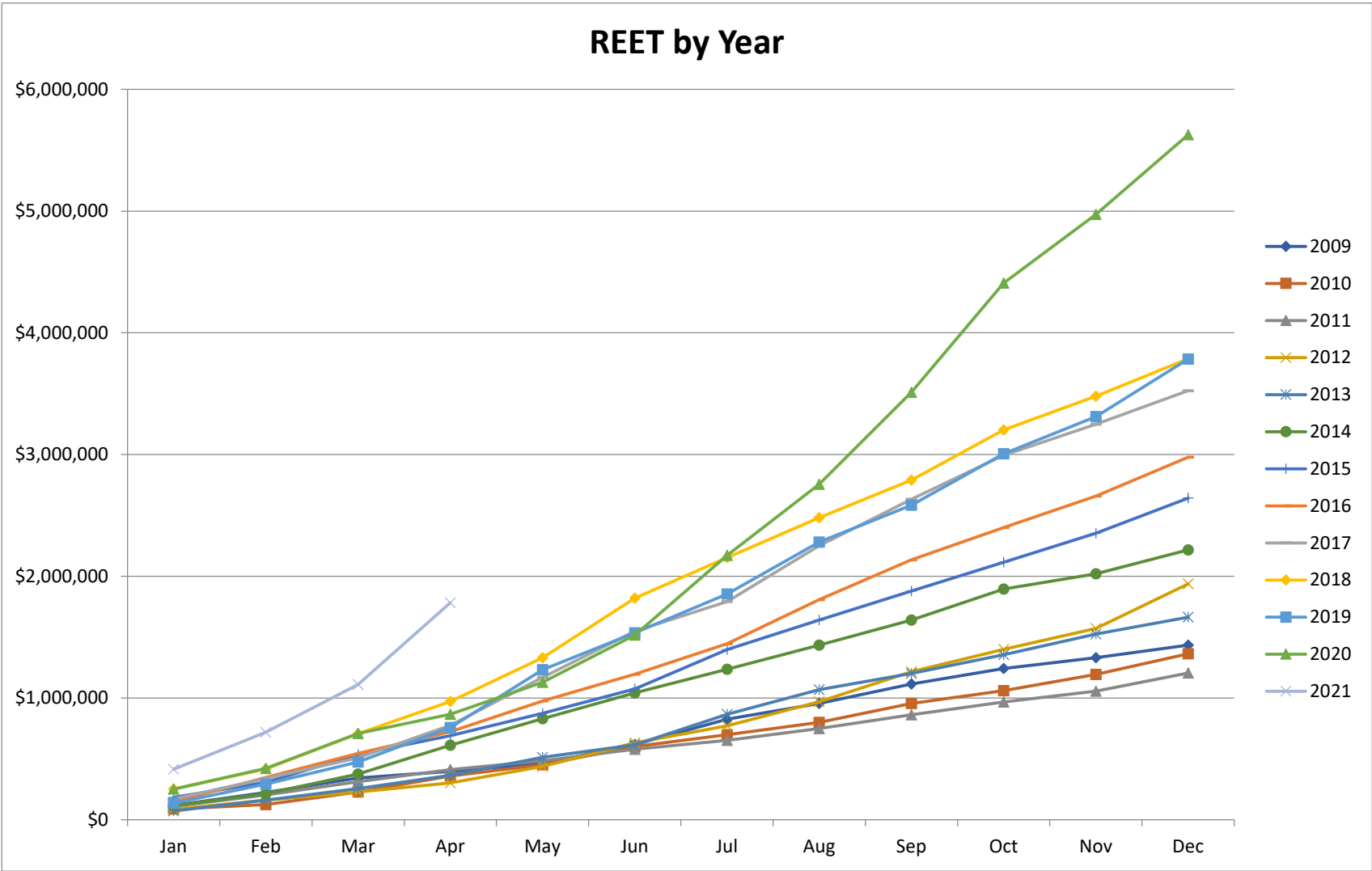




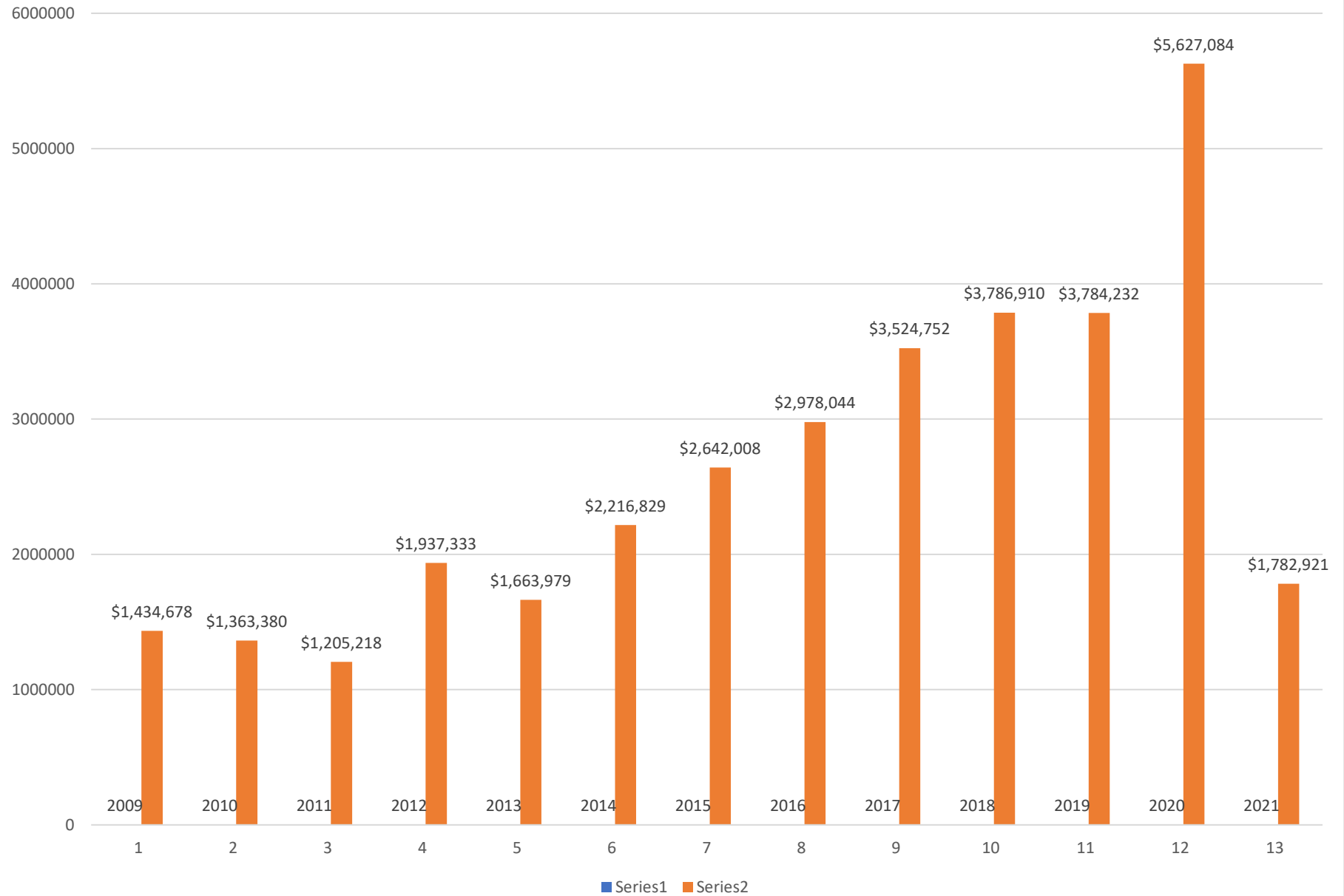
**REET by Year**

The chart displays the REET (Revenue Expenditure Tax) for each year from 2009 to 2021, plotted against the months of the year. The Y-axis represents the REET amount in dollars, ranging from \$0 to \$6,000,000. The X-axis represents the months from January to December. The data shows a consistent upward trend for all years, with 2020 showing the highest values and 2009 the lowest.

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2009	\$100,000	\$200,000	\$300,000	\$400,000	\$500,000	\$600,000	\$700,000	\$800,000	\$900,000	\$1,000,000	\$1,100,000	\$1,200,000
2010	\$150,000	\$250,000	\$350,000	\$450,000	\$550,000	\$650,000	\$750,000	\$850,000	\$950,000	\$1,050,000	\$1,150,000	\$1,250,000
2011	\$200,000	\$300,000	\$400,000	\$500,000	\$600,000	\$700,000	\$800,000	\$900,000	\$1,000,000	\$1,100,000	\$1,200,000	\$1,300,000
2012	\$250,000	\$350,000	\$450,000	\$550,000	\$650,000	\$750,000	\$850,000	\$950,000	\$1,050,000	\$1,150,000	\$1,250,000	\$1,350,000
2013	\$300,000	\$400,000	\$500,000	\$600,000	\$700,000	\$800,000	\$900,000	\$1,000,000	\$1,100,000	\$1,200,000	\$1,300,000	\$1,400,000
2014	\$350,000	\$450,000	\$550,000	\$650,000	\$750,000	\$850,000	\$950,000	\$1,050,000	\$1,150,000	\$1,250,000	\$1,350,000	\$1,450,000
2015	\$400,000	\$500,000	\$600,000	\$700,000	\$800,000	\$900,000	\$1,000,000	\$1,100,000	\$1,200,000	\$1,300,000	\$1,400,000	\$1,500,000
2016	\$450,000	\$550,000	\$650,000	\$750,000	\$850,000	\$950,000	\$1,050,000	\$1,150,000	\$1,250,000	\$1,350,000	\$1,450,000	\$1,550,000
2017	\$500,000	\$600,000	\$700,000	\$800,000	\$900,000	\$1,000,000	\$1,100,000	\$1,200,000	\$1,300,000	\$1,400,000	\$1,500,000	\$1,600,000
2018	\$550,000	\$650,000	\$750,000	\$850,000	\$950,000	\$1,050,000	\$1,150,000	\$1,250,000	\$1,350,000	\$1,450,000	\$1,550,000	\$1,650,000
2019	\$600,000	\$700,000	\$800,000	\$900,000	\$1,000,000	\$1,100,000	\$1,200,000	\$1,300,000	\$1,400,000	\$1,500,000	\$1,600,000	\$1,700,000
2020	\$650,000	\$750,000	\$850,000	\$950,000	\$1,050,000	\$1,150,000	\$1,250,000	\$1,350,000	\$1,450,000	\$1,550,000	\$1,650,000	\$1,750,000
2021	\$700,000	\$800,000	\$900,000	\$1,000,000	\$1,100,000	\$1,200,000	\$1,300,000	\$1,400,000	\$1,500,000	\$1,600,000	\$1,700,000	\$1,800,000



REET by Year Column



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## STEWARDSHIP & OUTREACH REPORT

### MAY 2021

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#### OVERVIEW



It's an exceptional time of year, and while staff have been out on Land Bank preserves to mow, haul-off marine debris and scrap metal, and tend to newly planted trees and shrubs, they've encountered some unforgettable scenes: large gatherings of flowers, small hidden nests, and even a newly hatch chick that erupted in peeps! (Photos 1-3).

Conversations with land managers and Washington Department of Fish and Wildlife (WDFW) have been occurring over email regarding reports of deer deaths and decline, primarily on Orcas and San Juan islands. While initial reports in media pointed to herbicide, pesticide, or fertilizer as the cause of death the most likely suspect is Adenovirus Hemorrhagic Disease (AHD). WDFW has collected deer and analyzed samples, all of which are consistent with AHD. An

AHD outbreak occurred in some of the British Columbia Gulf Islands in 2020. While the disease resulted in noticeable deaths, the actual level of impact is not known with certainty. A similar situation is anticipated locally. Doug is working on convening a deer workgroup to explore research that might help inform long term management, hoping to bring retired WDFW biologist Ruth Milner on board to help coordinate efforts.

Long-term volunteer Allen Rosenberg has donated a 12-foot aluminum Duroboat that is in exceptionally good condition. The skiff will be used for maintenance and monitoring at Zylstra and possibly for good-weather access to Kellett Bluff for small groups.

### **OUTREACH**

Staff: Tanja Williamson

More firsts for Tanja! She produced the Land Bank Zoom Community Input series, with fantastic contributions from staff and commissioners, and made it to Orcas and Lopez last month. On Orcas, she shadowed the stewards as they monitored preserves and discussed the onset of in-person events. On Lopez, she participated in the Great Islands Clean Up with Amanda, Shauna and volunteer Tim Clark (Photo 4). On San Juan, she helped train volunteers at Third Lagoon for the 2021 Invasive Green Crab monitoring season, and their first catch included Dungeness, Graceful and Hairy shore crabs, sculpin and an “ELF,” or eel-like fish (Photos 5-7). The ELF was later identified as a penpoint gunnel which had not yet been captured in the intertidal. How fun is life-long learning?!

Outreach materials that went out this past month included a nature note about [Tiger Moths](#), Kayla’s exceptional piece about [Man Root](#), and -- did you hear about the Salish Seeds collaboration with SAFE San Juans?! -- the nursery produced [Seeds of Hope](#) for the community. Tanja and Erin collaborated on several media publications, a Leave No Trace-based article for the annual Visitor’s Guide (Sound Publishing), and a story about the Land Bank for Coldwell Banker’s summer showcase. Both of these are expected to come out in June. Other media that is still in works includes volunteer Michael Noonan’s film, the Annual Report and a quarterly report. Noonan continues to trek around and capture clips of stewardship, and Tanja is actively developing copy for both reports. In between all this, she promoted lilac cutting at Driggs (and more than a few folks came by and carried off some blooms), and she fulfilled her monthly

commitments to JEDI and communications sub-committee, the Stewardship Network, and the San Juan Island Trails Committee.

### **SALISH SEEDS NURSERY**

Staff: Eliza Habegger, Margo Thorp

The Salish Seeds Project Nursery is a great place to work in the spring, with so many native wildflowers in full bloom. We've nearly finished the sowing of spring plants. Weeding and watering has occupied a lot of time too. The Orcas CCC members have been coming periodically to the nursery for training in native plant and seed growing, and they may participate in additional tasks throughout the summer. Cost estimates are nearly complete for the construction of a shed and greenhouse, and the San Juan Preservation Trust will begin fundraising for this project this summer.

### **DISTRICT 1**

Staff: Doug McCutchen, Charlie Behnke, Jacob Wagner, Shauna Barrows

**General:** Mowing consumes time and energy at this time of year averaging more than 45 hours/week. Doug was asked to provide information and be interviewed for a promotional/informational film about the "Old Military Road Trail" effort. Staff have been removing "boneyard" material from the office to be stored in the shed/barn at Zylstra as effort to clean up the office and grounds.

**American Camp Trail:** The SJI Trails Committee has renewed vigor and interest in the ACT. They are working on sign development, increasing trail maintenance efforts, and developing a plan to contact owners of remaining undeveloped portions of the trail.

**Beaverton Marsh:** The northern portion of the Preserve has active agricultural use as well as research. WSU is conducting more no-till seeding at their ongoing pasture trials (Photo 8). The Land Bank's 2019 no-till trials performed over two acres, in collaboration with the Conservation District, appear to be successful; they have a diversity of improved forage species including red and white clovers. A short-term lease (for 2021 and 2022) was awarded to the Shephards. They intend to transition the remaining pasture areas away from haying and into seasonal sheep grazing.

Doug has been working on permitting for Phase I public access with storm water permitting the only requirement from Community Development. Stormwater permit is anticipated to be submitted this week. A cultural resource assessment will also take place, including consultation with Tribes. This is intended to get a better understanding of the site and set the stage for subsequent, more intensive public access development phases.

A Zoom meeting is scheduled with Halvorson Road neighborhood for Wednesday, May 19 to initiate conversation about the Land Bank as a neighbor and solicit input on Phase I public access plan.

Dona Wuthnow, our consultant for developing the subsequent phases of public access, has been hard work developing a timeline, reaching out to neighbors, and getting contracts in place with geotechnical engineers and wetland biologists.

Volunteer Craig Green has added Beaverton as a second mowing job with his tractor (he also mows at Zylstra). He reports mowing the road requires about 2.5 hours with 20 minutes travel each way from his home. Grateful for helping ease our mowing burden!

Doug met with contractor Brien Sesby to review road maintenance and repair projects. Work on this will probably take place in summer. They also explored potential of contracting trail construction work. It is looking like a hybrid contractor/LB staff & volunteer effort might make the most sense of this project.

The Land Bank was approached by Northwest Natural Resource Group (NNRG) who is scheduled to host a series of forest landowners workshops in June. While they have a private land that is available for the workshop, it is poorly suited to their needs. Staff are exploring possibility of hosting them at Beaverton which would meet all the requisite needs. In addition to providing community resource for sound ecological management of forest lands, this might also benefit the Land Bank with some generalized site assessment .

**Cady Mountain:** Eliza, Jacob and Shauna monitored study plots for golden paintbrush (*Castilleja levisecta*), a federally listed rare species. While paintbrush is declining over time in most of the plots, in one plot it is doing outrageously well. If we can pinpoint what's working in this plot, that will help inform future reintroductions of the species. The team also inspected understory restoration plantings from years past, and entertained Michael Noonan.

Doug and volunteer Lars Sjöholm visited the new acquisition to look at basic improvements on existing trails to help structure use in order to reduce ecological impacts. Almost the entirety of existing access follows old logging roads. Work will involve closing down a couple of existing routes and opening access along roads which have grown in. Doug will be reaching out to neighbors now that the acquisition has closed.

Charlie, Shauna, and Jacob had an adventurous time tracing the bounds of the northern half of the preserve (including locating boundaries and corners on the new acquisition) as part of annual monitoring. Doug joined for the south half of annual monitoring. In general, the property is in good condition and there is interest in resuming restoration activities.

Jacob is taking on coordination of the Lester cabin disposal. Aaron assisted with having Opalco disconnect power. Mauldins have been contacted to help with decommissioning dug well and septic tank. Removal of abandoned vehicles will take place during the cleanup of the cabin which is tentatively scheduled for early October.

**Deadman Bay:** Feeling that the worst of winter storms have passed, Shauna and Jacob opened slots through driftwood to improve access to the beach for people with limited mobility. A new wayside sign was installed at junction of parking and trail leading uphill to Limekiln Preserve. Additional signs have been prepped by volunteer Jim Goetz and are awaiting installation in Limekiln Preserve.

A locally uncommon wildflower, Menzies larkspur, is found along the coastal bluff at the boundary with Limekiln State Park. A perennial, there are usually at least a couple dozen plants found in bloom each year. Only a single plant was found this year. This may be due to challenging conditions, deer browse, or simply being late in monitoring. Nonetheless, it was a marked change from years of observing this patch.

**False Bay Creek:** John Wilson was awarded a seasonal cattle grazing lease for 2021 and 2022. Collaborative discussions with Public Works/Environmental Resources about future management of the property will continue, as will their work to restore the creek's riparian area.

**Frazer Homestead:** Public trails are being brushed and mowed following heavy roadside clearing by Public Works. The SJPT's Island Marble plots are bursting with yellow mustard blossoms and being monitored for butterflies. The lessee, Thor Black, will likely be bringing his cattle back to graze for the season. However, he has not been communicating or fulfilling obligations of the lease, such as infrastructure improvements and vegetation management.

**Kellett Bluff:** Consultants for mooring buoy installation have been contacted regarding status but have not responded.

Charlie, Doug, and Shauna conducted first trip to the site in nine months and conducted annual monitoring. In general, things looked good at the site with some need to follow up on coastal Garry oak prairie efforts initiated three years ago. Initial annual weed control along the road/trail at the east side of the property was completed. They looked potential for developing upland access from the current public access point at the small pocket beach located just north of the main beach. Existing access is inadequate with the most serviceable route ascending the rocky

bluff being accessible only at moderate to low tides. Soils and slope above the beach itself do not appear stable and there are cultural resource concerns. For long term access, the most sustainable approach would probably be the installation of a timber stairway/ladder.

Cormorant rookery on the western cliffs was monitored for WA Dept of Fish and Wildlife. For the fourth year in a row the site is not being used as a rookery. Nesting peregrine falcons continue to occupy the site. Photos of the Coast Guard marker and maintenance access route were acquired at the request of BLM SJI National Monument partners.

Staff encountered the neighbor's truck perched in an awkward position along the road which suggested it had rolled away. Arriving at the beach they discovered one of the neighbors present monitoring their skiff as the tide receded. Introductions were made and she reported the truck had some problems and her husband was working on extricating it at the moment. Due to time constraints the interaction was brief but pleasant.

**King Sisters:** Public trails are being brushed and mowed. Another load of old metal scrap was hauled away from the farmstead zone. Lessee Rob Waldron has helpers to help establish row crops, while sheep and cattle continue to graze the pastures.

**Limekiln:** Doug will be giving a "sense of place and time" talk to University of Washington students to provide background on island history and implications of resource use/management changes over time.

**Mount Grant:** Doug, Shauna, and Jacob met with Lakeside School who were doing a field science study of watershed and marine environment through Salish Sea Sciences. They provided an overview of land conservation efforts, eco-cultural and natural history of the island with a focus on the False Bay Watershed.

A lingering project at the summit to improve safety and security of the cistern is gaining momentum. Cistern lids are constructed of fiberglass which are showing signs of fatigue. Staff have explored a variety of ideas for replacing or reinforcing the lids. The project has stalled out as options continue to seem cost prohibitive. In the end, safety is of paramount importance and we will be moving forward with lids which can be secured and stand up for a long life span. Rough estimates for materials and fabrication put the cost in the ballpark of \$500-600/lid for six lids.

Neighbors informed Land Bank staff they would be logging, using shared access for equipment and trucks, providing only broad-brush dates of potential activities. Clarification of timing, duration, and other details was sent to the neighbors. The window provided came and went without any activity or further communication. An abandoned vehicle continues to sit in the parking area.



Coordination for the Landscape Restoration Grant (LSR) has initiated. Eliza, Doug, Shauna, Jacob, and volunteer Thom Pence visited the site (3-4 separate trips) to evaluate the area during full bloom. They were pleasantly surprised to find a good portion of the site has relatively intact understory. These conditions simultaneously support the rationale to do work in the area but also present challenges in how to conduct work which has minimum impact on existing resources. Doug will be visiting the site with Carson Sprenger & Colin Blevins from Rainshadow Consulting as well as Kai Hoffman-Krull next week to refine approach to the project and learn more about biochar process and implementation.

**Mount Ben:** Shauna and Doug conducted a monitoring visit with emphases on acquainting new staff with the site, noting results of recent neighborhood road maintenance and construction efforts, observing condition of restoration efforts, and control of mole plant (euphorbia lathyris). They were surprised to find just a handful of the noxious weed. The site will be revisited to continue weed control work through the season.

**Middlewood:** Kayla and Eliza monitored island marble butterfly habitat creation plots. Due to a major slug attack in the fall, many of the mustard plots were unsuccessful. A better strategy for slug control will be in effect next year.

**Zylstra Lake:** Again, Kayla and Eliza monitored island marble butterfly habitat creation plots. The plots are located along the loop trail, and Shauna developed complimentary interpretive signage. These plots look a lot better than the Middlewood array and appear to provide suitable habitat for the butterfly. Lessee Adam Greene and his partners will begin making hay any day now. The forage is looking lush and healthy and ready to be wrapped into haylage bales.

Doug has been working on the siphon project for the dam. A new siphon is necessary for safety as well as to convey water for agricultural and/or environmental purposes as the existing valve is not functional. Existing siphons are poorly constructed and will not be functional under the new water management regime. With input from a variety (perhaps too many!) sources, the plans for the siphon were finalized and project put out for bid. The project garnered little interest due to the low value and high complexity during a period where contractors are scrambling to keep up with large projects. Brien Sesby stepped up with interest in the project if the Land Bank will provide some level of coordination of subcontractors, acquiring material, and providing labor during the installation. He also requested that the plans be reviewed by an engineer. The State Dam Safety Office formally reviewed the plans and issued an engineer stamped letter of approval. Contracting will proceed with construction to take place ASAP.

Shauna has been working to design, install, evaluate and upgrade directional signs at Zylstra. A couple of suggestions for installation of benches have been received. Staff will look to implement this soon.

## **DISTRICT 2**

Staff: Peter Guillozet, Kayla Seaforth

Orcas staff hosted Erin, Aaron and Tanja this past month and discussed work parties, cost-share projects, birds, bugs and plants (Photo 9-10). They also attended the Lummi totem pole celebration.

**Coffelt Farm:** Aaron joined Peter, and SJI Conservation District staff, for the inspection of the heavy use area. They deemed it successful and encouraged the Land Bank to pursue additional cost-share projects in the future. Along those lines, Peter proposed improvements to the mobile slaughter site area, which provides benefits county-wide. The Island Conservation Corps and Kayla completed spring maintenance around the seedlings to reduce competition from grasses and to prevent damage by meadow voles. The plants are establishing well.

**Coho:** Staff completed spring maintenance around these newly establishing trees and shrubs too. The skunk cabbage plugs which were planted in the wetlands earlier this year are thriving.

**Crescent Beach:** At the request of Kwiáht's Russel Barsh, Kayla installed temporary signs describing the Wandering Garter Snake (*Thamnophis elegans vagans*). The signs are part of a Kwiáht project to study these unusual snakes, which are known to swim from island to island (Photo 11).

**President Channel:** Staff followed up with preserve neighbor, Pete Helsell, to eliminate invasive holly and hawthorn along the shared boundary. They pulled seedlings and cut and treated the larger plants.

**Turtleback Mountain:** The WCC replaced two culverts on the trail that leads to the SJPT's Turtlehead Preserve. They also pulled and/or stump-treated invasive holly and hawthorn and installed barriers to demarcate the South Entrance overflow parking area (Photo 12). Kayla and Peter pulled tansy ragwort and mullein along the north trail system. Kayla marked camas patches for future seed collection, while Erin and Peter completed a nesting search in Garry oak habitat that is slated for thinning treatment later this month. Eliza completed her second visit to complete an Ecological Assessment of the new property. Peter had separate field meetings with Rain Shadow Consulting staff and with Northwest Natural Resource Group (NNRG) Forestry Director, Kirk Hanson as part of ongoing forest stewardship planning. He also participated in a planning meeting with other Landscape Scale Restoration (LSR) grant recipients in a project that will implement oak habitat enhancement work across an area that includes the recent addition to the Preserve, and extensively admired all the plants in bloom (Photo 13).

### **DISTRICT 3**

Staff: Amanda Wedow

Amanda has been sampling for smelt spawning at Hunter Bay and rejoined her Green Crab Team for another year of sampling at Spencer Spit. She made it over to San Juan Island to use the fast internet, collect supplies and hike around the Ihiya CE.

**FB Spit:** There has been a big push for Italian arum control. Another 15 gallons of bulbs and plants were dug up in the eradication zone; and larger patches were treated by the Noxious Weed Control Board. The field and orchard were mowed and weed-wacked to suppress arum plants from flowering, and 20 plots for long-term monitoring were established. (Photo 14). County Parks is continuing to mow the trails and parking edges, as well as clean and maintain the restroom.

**Hummel Lake:** Shauna and Amanda completed necessary spring maintenance around the newly establishing trees and shrubs in order to help them out-compete grasses. They counted stems in each plot and noted that the survival rate has been very good. The driveway ditch was excavated, and the road is topped with gravel.

**Lopez Hill:** Fawn lilies, and other wildflowers, are blooming in abundance along the Muerte trail. A neighbor noticed the loss of a Pacific yew tree. Amanda located the stump and branches that were left behind, over a ¼ mile from the road (Photo 15). The tree was over 70 years-old and possibly taken for wood carving or bow making. A police report was filed. A similar instance happened over the winter at Point Colville. Another neighbor posted a [well-written article on LopezRocks](#) about the tree theft. Staff toured the new north parcel with members of Friends of Lopez Hill, assessed a trail connection, and ordered a small printing of the brochure maps.

**Richardson Marsh:** Walked parcel with SJPT Steward Kathleen Foley for CE monitoring. Reviewed possible locations for SJPT to install two memorial plaques. Discussed grazing history and plans with Buffums, and reinstalled electric fencing for sanitary setback around well site.

**Weeks Wetland:** Action at the osprey platform alternates between perched eagles and perched ospreys. A Land Bank team tackled Weeks Wetland for the Great Islands Cleanup and removed over 400 lbs. (!! ) of wood debris: plywood, pressure treated lumber and creosote. Larger creosote

was tagged for removal by DNR crews. Small plastics were also collected. During the cleanup, a killdeer nest with one hatched chick and eggs was discovered. The area is now roped off. (Photos 3-4).

#### Photos



Photo 1. It's a florilegium, or a gathering of flowers. These white fawn lilies were seen at Ihiya.





Photo 2. A junco nest on Turtleback.



Photo 3. A killdeer nest, with one hatched chick, at Weeks Wetland.





Photo 4. Great smiles at the Great Islands Clean-Up.



Photo 5. Crab team members on SJI monitor Third Lagoon and Westcott Bay.



Photos 6-7. New volunteer recruits and the eel-like fish, which was later identified as a penpoint gunnel.





Photo 8. WSU No-till pasture trials at Beaverton Preserve. Andrew Borner is driving tractor, and Dr. Brook Brouwer is outstanding in the field.



Photos 9. Peter and Kayla discuss options for work parties with Tanja...









Photo 12. Overflow parking design at the South entrance.



Photo 13. Chickweed is among the biodiverse flora in bloom on Turtleback





Photo 14. Arum monitoring plot.



Photo 15. A poached Pacific yew tree.





Photo 15. Doug with Salish Sea Science group at Mount Grant



Photo 16. Portion of Mount Grant LSR Grant site with impressive understory and encroaching fir background.





Photo 16: Donated Boat



Photo 17: Jacob and Shauna navigating wilds of Cady  
“Umm...should we be on belay? And exactly where are we?”



Golden paintbrush restoration at Cady Mountain



Charlie and Shauna with resilient oak at Kellett Bluff Preserve





Shauna and Michael Noona creating Hollywood worthy moment



Lone blooming Menzie's larkspur from Deadman Bay Preserve

May 4 County Council meeting: Updates on Block Grant, pandemic, Vacation Rental moratorium, Land Bank purchase of Cady Mtn property

- [Monday, 03 May 2021 00:19 sanjuanislander.com](#)



San Juan County Commissioners meet at 9 a.m. Tuesday, May 4. The agenda includes an update on the Vacation Rental Moratorium, information on the Land Bank's purchase of the Cady Mountain Development LLC Property and a public hearing on the Community Block Grant application. The full agenda is posted below.

**COMMUNITY BLOCK GRANT:** Up to \$30,000 for planning and \$900,000 for construction may be available to San Juan County on a statewide competitive basis to fund public facility, community facility, planning, and affordable housing projects that principally benefit low- and moderate-income persons. For 2021, one proposed project is under consideration: **Eastsound Sewer and Water District Wastewater Treatment Plant Expansion**. An outline of the proposed project can be found here: **ESWD WWTP Expansion Project Summary 2021 03-23 (Final)**

**CADY MOUNTAIN DEVELOPMENT LLC:** From the Land Bank's meeting minutes: Cady Mountain Development LLC Property (aka Buck): The Land Bank has signed a \$1.7 million purchase and sale agreement for this 142-acre property. Lincoln presented maps showing the property's relationship to other conserved and undeveloped properties. The property lies within a High Climate Resiliency Area as identified by the Nature Conservancy, provides a critical ecological connection between the English Camp/Mitchell Hill and Cady Mountain conservation areas, and is also a key parcel for providing a trail connection between these two areas.

The property includes wetlands, wildflower meadows, views, and mature forests. Around 45 letters of support from the public have been received.

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## AGENDA

### COUNCIL REGULAR MEETING

Legislative Hearing Room, 55 Second Street, Friday Harbor, WA

TUESDAY MAY 4, 2021

Join on your computer or mobile app [Click here to join the meeting](#)

Or call in (audio only) +1 360-726-3293,,116734358# United States, Seattle

Phone Conference ID: 116 734 358#

**9 AM**

CALL TO ORDER & FLAG SALUTE EXCUSED ABSENCES (if any)

APPROVAL OF AGENDA

APPROVAL OF MINUTES: April 20 & 26, 2021

APPROVAL OF CONSENT AGENDA

APPROVAL OF CORRESPONDENCE: Letter of Support re: Skagit County application for CDBG funding from Department of Commerce

PUBLIC ACCESS TIME

**9:15 AM**

1 PUBLIC HEARING(S):

Public Testimony Accepted To Approve a Community Development Block Grant Application – Denice Kulseth, Administrative Analyst

To Adopt a 2021 Budget Amendment – Milene Henley, Auditor

DISCUSSION: COVID-19 (Coronavirus) Update

2 DISCUSSION: Vacation Rental Moratorium Update – Erika Shook, Director Community Development

3 DISCUSSION: Financial Review – Milene Henley, Auditor

4 DISCUSSION/ACTION: Acceptance of the Statutory Warranty and Timber Deeds for the Cady Mountain Development LLC property - Lincoln Bormann, Director Land Bank

5 DISCUSSION: Building Reuse Update – Mike Thomas, County Manager

COUNCIL MEMBER & COUNTY MANAGER UPDATES:

Council & Legislative Update

Manager Update: Mike Thomas, County Manager

Council Clerk Update: Ingrid Gabriel, Clerk

Review Agendas & Council Calendar Items

Advisory Committee Appointments/ Reappointments:

Reappoint Steve Snowden to the Board of Equalization for a second term;

Appoint George Zweibel to Housing Advisory Committee Orcas Position #2

EXECUTIVE SESSION: To discuss with legal counsel litigation or potential litigation pursuant to RCW 42.30.110(1)(i)

**12 noon**

ADJOURN (time approximate)



# San Juan Islands Sheriff's Log April 21-28: No one hurt in plane crash, Tree stolen from Preserve, Dog retrieved after swimming to Frost Island, and a whole lot of trespassing

- [Friday, 30 April 2021 02:22 sanjuanislander.com](#)

**21-003273 Theft 14:39:39** (Lopez Island) INA

County Land Bank staff reported the theft of a Yew tree from the Lopez Hill Preserve.  
District three information only



# Sowing seeds of hope for survivors of sexual abuse

- Wed Apr 21st, 2021 1:30am [islandssounder.com](http://islandssounder.com)
- Thu Apr 22nd, 2021 1:30am [sanjuanjournal.com](http://sanjuanjournal.com)
- **LIFE**

*Submitted by SAFE San Juans.*

SAFE San Juans is working together with the San Juan County Land Bank's Salish Seeds Project to sow seeds of hope during Sexual Assault Awareness Month. Throughout April, staff from SAFE San Juans will be handing out Salish seeds throughout the county in specially designed packets with art and messages of hope for those who have suffered from sexual abuse. It is the perfect collaboration for two organizations whose goal is to help restore and provide hope.

The Salish Seeds Project is a partnership between the Land Bank and San Juan Preservation Trust dedicated to restoring native wildflowers and grasses in the San Juan Islands. Plants and seeds of species native to island grasslands, oak savannahs, and rocky meadows are produced at a nursery located at Red Mill Farm in San Juan Valley.

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**Quality local journalism is more important than ever.**

**SUPPORT OUR WORK »**

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SAFE San Juans is a local non-profit agency dedicated to the prevention and elimination of domestic violence and sexual assault through victim services, education, community awareness and social change. With offices in Friday Harbor, Eastsound and Lopez Village, SAFE's confidential and free services include 24/7 crisis support, safety planning, advocacy (legal, medical, financial, etc.), emergency safe shelter, support groups, and professional counseling/therapy for survivors.

SAFE and the Salish Seeds Project chose *Clarkia amoena* as the native wildflower through which to call attention to the reality of sexual assault and acknowledge the

suffering of those who have been sexually abused. *Clarkia amoena* is an annual in the Onagraceae family that includes evening primrose and fuchsia. It appears on the rugged hills of the Pacific Coast in early summer and is known as “Farewell to Spring.” From British Columbia to California, its poppy-like blossoms cast a pinkish to light purple hue over the western terrain. A tribute to the inner strength of sexual assault survivors, this beautiful self-sowing plant returns year after year to usher in a new season of life. There can be light and life beyond dark winter.

The art and messages SAFE share’s on the seed packages point to hope beyond suffering and hope for growth. There is “Hope for Freedom and Happiness,” a call to “Sow the Seeds of Hope,” an invitation “Let’s Grow Together in Hope,” the belief there is “Hope for a Brighter Tomorrow,” and the understanding that “Hope Grows with Help.”

Just like Salish Seeds Project staff are able to assist anyone with plant selection and planning for projects, staff at SAFE San Juans are available to help anyone who needs to talk about the abuse they have suffered (or are suffering).

If you have experienced Domestic Violence or Sexual Abuse, SAFE’s trained advocates can help you. For more information go to [www.safesj.org](http://www.safesj.org), visit a SAFE office in Friday Harbor, Eastsound, or Lopez Village, or call 360-378-8680. If you are in a DV or SA crisis, SAFE advocates can be reached 24/7 through their crisis lines: San Juan – 360-378-2345, Orcas – 360-376-1234, Lopez – 360-468-4567.

## **SJC Land Bank Commission Questions and Comments on CART-Coffelt Report 2021**

**May 6<sup>th</sup> 2021**

**David Mieland:**

**Question: Can Coffelt Farm survive as a working farm without Land Bank financial support?**

Answer (Brook Brouwer): There are successful farms in San Juan County that operate on privately owned and leased land. The balance of financial support from the Land Bank may depend on expectations placed by the Land Bank, as well as if the Land Bank is charging lease which could be reinvested into the farm infrastructure and maintenance.

Answer (Faith Van De Putte): What do you mean by financial support? There are many successful farms in the islands. The lease fee and how much responsibility is put on the lessee for upkeep of the existing infrastructure will factor into the bottom line of whatever operation is on the farm.

answer (Kathy Morris) - No

**Question: Can anyone run it as a farm, support themselves, and improve/maintain the infrastructure as well?**

Answer (Brook Brouwer): Challenging to answer without a specific business or operational plan. In my view. Yes, however it would depend on the arrangement and success of implementation. A few considerations:

-Many, not all, farms have some form of off-farm income (this is true nationally not just in SJC). If needed, that could be possible for managers of Coffelt Farm as well. It may also be possible to run a successful operation with limited or no off-farm income.

-This land is not owned by the lessee so that is going to have an impact on ability to invest (eg leasing instead of owning land may impact capacity to get a loan), and willingness to invest in infrastructure (how long term is the lease, what is the return on investment).

- Is the Land Bank charging a lease rate as well as expecting the lessee to maintain and improve the infrastructure?

Answer (Faith Van De Putte): I will answer first from personal experience since I farm a property that has comparable infrastructure and scope on Lopez. Yes. My husband and I do it all. It is a lot of work. It takes a diverse skillset. I also work 15 hours a week for the county. We are continually reinvesting in the farm and have chosen this lifestyle. Not everyone would want to or be able to put the new head on the tractor, replace rotten beams in the 100 year old barn, move the cattle, write the grants, fix the irrigation and erect a new hoop house. When farmers own their land and infrastructure they are responsible for the upkeep and get the benefit

of gaining equity and having that land and infrastructure available to use as collateral for loans. In the 2020 Ag Viability Survey that was conducted by the SJICD of the 63 San Juan County farms that participated in the survey 86% said that they owned their land outright. A farmer who is willing to make a long term commitment to a stewarding a property that they will never be able to build equity on is in a very different place than a farmer who has the financial backstop of being able to sell the farm. This is one of the conundrums that leads to farmland loss during times of farmland succession. If you want the lessee to invest in the infrastructure of Coffelt Farm the lease rate needs to be lower or there needs to be some kind of compensation.

Answer (Kathy Morris) no. Anyone who owns commercial property always has some financial responsibility to the infrastructure they own, unless it is a land lease (tenant owns the buildings)

**Question: If so the LBC needs to talk about getting there. If the answer is no, then the LBC needs to come up with a brief statement as to why ongoing financial support is warranted. If we're going to put money into the farm on an ongoing basis then we need to be able to explain it clearly, and we need to know that a lot of the community agrees with the choice. We need an explicit policy. We also need, I think, a clear financial picture (it may exist and I don't know it, there's still a lot I don't know).**

Answer (Brook Brouwer): The answer to this may also depend on what is meant by financial support. Is the Land Bank maintaining land and infrastructure that it owns? Is the Land Bank reinvesting lease revenue into an asset so that it can be used as a working farm in perpetuity? Is the Land Bank investing in infrastructure or practices that support ecosystem services?

Answer (Kathy Morris) - Ongoing financial support needs to be equated to community/public benefit. You raise a good point regarding the need for a clear financial picture. However that financial picture needs to include the effects on the ecology of the farm. A great discussion point.

Answer (Faith Van De Putte): I am answering this from my farmer perspective. I had a conversation with my husband David about this. Here is the deal- we started thinking about the projects that we take on on our farm like rebuilding part of our 100 year old barn- replacing beams, etc. It does not make financial sense. It would be more cost effective to demolish the old barn and put up a new pole building but we are more interested in preserving the heritage which is really a community benefit. We got a heritage barn grant to pay for some of the materials. We did all the work ourselves. Would we have done that if we did not own the land and feel like the long time stewards of it? This is the conundrum. The questions here are about how we and the San Juan County Community are managing the commons. I wonder if the work of nobel laureate Elinor Ostrum could be helpful. She spent a lifetime debunking the "tragedy of the commons" and showed how communities can be successful in managing shared resources. This is what we are trying to do here. The Lessee of Coffelt Farm is inherently in a different situation from any farmer who owns their own land. There will be challenges, beyond the

inability to build equity from their labors that a land owner is not going to face. We should be celebrating the courage of farmers who are willing to enter into a relationship with the Land Bank and truly be stewards of the land without the benefits that our culture usually bestows. I think the other big issue at hand is autonomy. Many farmers I know are self starters who are used to making their own decisions. I know that my husband and I are. From Amy Lum's comments during the zoom public meeting it sounds like the process that they currently need to go through in order to do maintenance or upkeep is onerous. If that is the case in the long term it is going to be really difficult for a lessee to have the motivation to jump through hurdles before doing the work that needs to be done.

**Miles:**

**Question: How does the current farm program - a financially soluble single owner operator with community support - fits into the overall CART scheme.**

Answer (Brook Brouwer): It could be considered an example of a single farm model. We have deliberately tried to avoid using a specific lessee as an example as our goal has been to look at property broadly and make sure future lease was open to all interested applicants.

Answer (Kathy Morris) ? - there are two assumptions here 1 - that the current farm is financially soluble and 2) community support (yes and no)

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**Sandi:**

**Question: Was there a specific reason that CART did not reach out to the current lessee as one of the interviewees, since the past two farm operators were interviewed? I feel there is pertinent information to be learned from the current lessee, and am wondering if CART felt there was some reason that they should not be included in the data gathering.**

Answer (Brook Brouwer): It may have been an oversight, as the timeline of CART process was extended beyond the initial goal and the 1 year interim lease has been extended. As noted above we also wanted to be sensitive to not focusing on a specific lessee and make sure that there is opening for all possible applicants.

Answer (Kathy Morris) I am not clear who you are referring to. Sidney was interviewed as the life estate tenant, who will share the property with future lessee. Vern has passed away and Casey was not interviewed.

**Question: I'm reading the recommendations for a budget for soil amendments, not including labor, to be \$24k-\$96k, every three years. Is that math correct? Are there cost-share programs available for soil amendments? I've been hearing about the needed amendments since I've been on the Land Bank. Have any amendments been applied in the last few years?**

Answer (Brook Brouwer): Regarding cost, these are rough calculations and rates are based on maximizing production and quality of the pasture. The application could be reduced and still provide a benefit. Over time it may be possible to enhance nutrient cycling on the farm, address existing deficiencies and reduce need for inputs. Application of compost or manure generated on farm can help reduce need for purchased fertilizer.

Answer (Charlie Behnke): Current lessees have been managing and applying farm generated compost and manure to the fields.

- **Question: If the application for water right to irrigate one acre from the pond is approved, is that sufficient or should we investigate additional water supply options to maximize plant-based farming?**

Answer (Brook Brouwer): Without additional water resources it could be challenging to expand plant-based agriculture, beyond that one acre. There may be successful options using grains, or certain tree fruits that don't need It is an important constraint to acknowledge in the RFP, either proposals would need to work within what is available or work with the Land Bank to expand access.

Kate Mikulak) Many of the soil types on the farm are best suited for pasture and animal grazing. If more of the soils were well-suited for crop production, it might be worth the investment. Water supply suitable for poultry processing and dairy operations is currently maxed out in the summer months when the well produces less. Additional water supply suitable for these needs would be needed if processing space is made available to other island farmers.

- **Question: There is a lot of press about animal-based agriculture contributing negatively to CO2 emissions. Is there a way to manage the farm so that it is not only carbon neutral, but carbon negative?**

Answer (Brook Brouwer): There are many methods to reduce carbon emissions or sequester carbon through agriculture. Carefully managed grazing has potential to increase soil carbon NRCS recommends several practices:

<https://www.nrcs.usda.gov/wps/portal/nrcs/detailfull/national/air/quality/?cid=stelprdb1044982>

Conducting a complete analysis of carbon emissions from a farm operation needs to take a lot of factors into consideration. Here is an example of a tool designed for that purpose:

<https://ofoot.caftar.org/>

Answer(Kate Mikulak) The environmental impact of agriculture is complex, and crop or animal production are not more virtuous than one another. There are nuances in the various management methods and farming practices that animal agriculture should not be categorized and labeled as bad. The media frequently fails to distinguish between the various types of animal agriculture, most notably, regenerative, grass-based operations vs. industrial, factory farming. Even still, when it comes to carbon emissions by industry, agriculture accounts for 10% of overall emissions in the United States, with animal agriculture, including industrial factory farming, accounting for 5.8%. As described in this [article](#), agriculture is unfairly accused for being a

major polluter when the transportation, industry, and energy sectors contribute a little over 75% of total emissions in the U.S.

*Emissions by Sector:* <https://www.epa.gov/ghgemissions/sources-greenhouse-gas-emissions>

*Ag Emissions:* <https://www.epa.gov/ghgemissions/sources-greenhouse-gas-emissions#agriculture>

Animals play an important role in sustainable agricultural systems. Many of the soils on Coffelt Farm are well suited for forage production and grazing. “Animal agriculture allows us to make productive use of marginal farmland not suitable for the growing of crops” ([Is Meat Bad for the Environment? | CLEAR Center](#)) “Pastoralists promote rangeland health by improving soil fertility, conserving biodiversity, managing fires and accelerating nutrient cycling.” [Animal production | FAO](#)

Here are some resources to learn more about climate-friendly animal ag:

1. <https://blog.whiteoakpastures.com/blog/carbon-negative-grassfed-beef>
2. <https://clear.ucdavis.edu/news/methane-cows-and-climate-change-california-dairys-path-climate-neutrality>
3. [Importance of Animals in Agricultural Sustainability and Food Security](#)
4. <https://www.ucdavis.edu/news/feeding-cattle-seaweed-reduces-their-greenhouse-gas-emissions-82-percent>

Answer (Kathy Morris) See the Rodale Institute model, This is a great question and should be investigated along with your previous question regarding soil amendments.

Answer (Bruce Gregory) A lot of the data contributing CO<sub>2</sub> emissions from livestock is based upon the large agri-business model that relies upon livestock confinement feed operations (CAFO) the mass marketing of those products and the huge amounts of non-pasture feed such as corn, soy by-products and other agricultural feed products made from by-products. Research on pasture based livestock determined that forage based production is actually a contributor to carbon sequestration in pastoral grassland and forage land.

· **Question: Could there be a community biochar area without negative impact to the lessee? Would the biochar be a good soil amendment for the farm?**

Answer (Brook Brouwer): Potentially, however depending on design and use, establishment of a biochar production area may depend on constraints of the easement and/or land use permitting. Biochar has potential to be a useful soil amendment, however there are still many unknowns regarding application rates and associated benefits.

Answer (Rob Roy McGregor): It is my interpretation that a community scale biochar facility would conflict with the terms of the conservation easement. Specifically, Section 6.16 Industrial and Commercial Uses. A portable biochar kiln that could be rented or borrowed would probably be allowable.



Answer (Bruce Gregory) The Conservation District has a few cylinder kilns that rotate amongst the island for small biochar production burns and there is movement to bring this and other practices into the mainstream here in the islands through DNR that would fit nicely with any necessary thinning project in the forest resources arena of C.F.

- **Question: Would CART be opposed to a small-scale community solar array on the farm tied into the grid, i.e. is there potentially a suitable location that would not negatively impact a lessee?**

Answer (Brook Brouwer): Again may depend on easement and land-use permitting. Agrivoltaics (solar installation integrated with agriculture) is an emerging area. Can solar panels be sited in an area that is not being used for agriculture? If placed in a field, what is the long term impact on options for use of that area?

(Kate Mikulak) Could be a great opportunity for integrating livestock and solar arrays. The vegetation at the site will need to be maintained. Potentially, could the lessee be compensated to maintain this area? You would also probably want a sheep farmer as a lessee in this case. Including the lessee in talks with OPALCO when choosing the site for solar arrays may be beneficial for all parties. Here are some resources about solar grazing:

[What and Why – American Solar Grazing Association](#)  
[Solar Grazing: A New Income Stream for Livestock Producers](#)

Answer (Rob Roy McGregor): The use of solar panels to serve the Structures Areas on the farm is a Reserved Right under Section 5.8 Utilities in the CE provided that the panels contained within the Structures Area, but it is my interpretation that a community scale solar field would conflict Section 6.16 Industrial and Commercial Uses. The purpose of the Conservation Easement was to protect the agricultural, ecological, scenic, and open space values of the farm and it's hard to square a community solar array with those values- regardless of the importance of shifting to renewable energy.

- **Question: What resources/equipment besides the (poultry processing) would be beneficial to other farmers, and without negatively impacting a lessee?**

Answer (Brook Brouwer): Storage and processing space. A few Conservation Districts rent equipment and SJICD is working on a system to rent a no-till drill. Here is one example that has some commonly used equipment which may be beneficial to SJC farms:

<https://pierced.org/233/Equipment-Rentals>

(Kate Mikulak):

- Storage and processing space for other farmers would need to be created. There is limited dry storage and processing space on the farm currently. Reiterating my comments about water: Water supply suitable for poultry processing and dairy operations is currently

maxed out in the summer months when the well produces less. Additional water supply suitable for these needs would be needed if processing space is made available to other island farmers.

- A tool library: [Sustainable Agriculture Tool Lending Library | Growing Innovation](#)

Answer (Kathy Morris) - depends on who or what entity runs the farm . See models

- **Question: I'm interested in exploring the idea of combining a single farmer lease for a portion of the property with joint use area/resources for wider benefit, if there were an entity to manage the joint use area for equipment-sharing and education. Is CART aware of any existing entity that would want to do that, or know of any group that might want to come together to do that?**

Answer (Brook Brouwer): Depending on how the work was funded, San Juan Islands Agricultural Guild may be able to play a role and would be worth contacting.

- **Question: CART recommends consensus building – would you recommend that the commission first narrow down options to 2-3 possibilities? What if after consensus is reached on the ideal model, we don't find any suitable lessees, would that have been a waste of time or does CART recommend this process from a relationship-building standpoint as much as a decision-making tool?**

Answer (Brook Brouwer): I would recommend an RFP process that is open to multiple types of operations, not getting too focused on specific model definitions and recognize that there is considerable overlap between the proposed models. In the long term finding the right business or organization or collaborative may be more important than the "Model". Consensus building could be useful from a relationship-building standpoint.

Answer (Kathy Morris) Consensus work is about airing our fears - including the fears of the Landbank Commissioners. It is a decision making tool. Reading the diverse comments from the community after the Jan. 14 zoom meeting, I was struck by the thoughtful and unique responses folks from our community wrote. Consensus is done in a safe space, where the majority doesn't rule, we listen to others and we speak our truths. Where we talk of the worst possible outcomes (fears) and our best possible outcomes (imagined possibilities). It would take time and often the phrase "go slow to go fast" is used. The goal is to find a lasting solution- one that will outlive us- a legacy, built by caring stakeholders in our community. The Landbank is a legacy type organization. I would recommend this process prior to an RFP.

Answer (Bruce Gregory) Island Grown Farmers Cooperative along with the core group of livestock producers in SJC (Including Vern and Sydney!) used the Consensus process in many of the early organizational meetings that included local producers and USDA Cooperative Development staff and a neutral third party trained in the process. That person was also instrumental in the WSU/Kellogg/Holistic Management project that ran on Consensus processing for two years 1993-95.

- **Question: If the Land Bank wanted to transfer ownership of the farm to an education-based entity that would operate the farm for community benefit, farmer**

**training, research, is there an entity or entities that CART can think of that we might approach? Would WSU be interested in all or a part?**

Answer (Brook Brouwer): It is my perception that WSU would require a significant endowment to pay for management and operation of such a farm. For example Twin Vista farm was gifted to WSU in Jefferson County, but there are no funds for operation so it has been a continual challenge to manage the farm and offer educational and research programming and it is my understanding that they are now evaluating options for leasing it out.

(Kate Mikulak) You could reach out to Viva Farms to see if they'd be interested in a satellite location: <https://vivafarms.org/>

Answer (Kathy Morris) I don't think WSU alone would be an option for reasons stated above. I would reach out to the Rodale Institute, Menoken farms (see models), or the Vashon Maury Island land trust, specifically Caitlin Ames (who I "met" at the online Quivira conference last March) <https://vashonlandtrust.org/about-us/staff-and-board/> . She manages the farm they purchased , Matsuda farm. Menoken Farm is run by the Burleigh County N. Dakota conservation district. This is just a start. There are some amazing things happening around our country and world!

**Question: If the Lessee eventually relocated to the Life Estate portion, what does CART think of the idea of repurposing the Farm Manager's residence to be a multipurpose space – education, joint housing, etc.? Are there downsides to this idea?**

Answer (Brook Brouwer): I don't know the structures well enough. The timeline and any required improvements, repairs to infrastructure are unknowns from my perspective.

(Kate Mikulak) Farm labor is highly skilled- the farm manager house would be a huge asset to a lessee to attract a skilled farmer, possibly with a family, to make a long-term employment commitment on the farm. Joint housing will attract employees in a limited age range and skill. A house is much more dignified than a trailer for year-round use and a livestock farmer employs people year-round. There is already limited warm, dry, clean indoor space on the farm, it would be a loss to the lessee.

Answer (Kathy Morris) That house is very small and is the perfect size for a farm worker/s. It has one bathroom, a loft and one bedroom, currently the living room was divided by a wall to create another small room. Remember why the farm manager's house was built in the first place - to house farm labor to assist the farm manager.

Also, I think these buildings should be ADA accessible. This is public land and should not discriminate based on a handicap.

Answer (Faith Van De Putte): I will reiterate that housing for farm employees is a very valuable asset.

**Question:** The report says to allow for negotiation of trial lease rate based on need for establishment of new operation. Not sure I understand this, please explain.

Answer (Brook Brouwer): The concept would be to allow for a lower lease rate during the first few years so that a business or organization can get established on the farm before paying the full lease rate.

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**Christa: (questions, ruminations, observations)**

- **Observation** - Having the capacity to conserve does not necessarily obligate guaranteeing successful operation, Capital investment vs. operational funding

Answer (Brook Brouwer): Stewardship of agricultural lands could be viewed from the lens of other stewardship activities conducted by the Land Bank which include native plant nursery, educational events, and trails which all require on-going operational costs and capital investment. Working agriculture is a part of agricultural conservation land as public access and ecosystem management is on other preserves.

- Page 5 - would like to review original easement language – link no longer works
  - The 1995 conservation easement is an example of making the best decision at the time with good intentions, but without clear vision and understanding of an ongoing role.

Answer (Brook Brouwer): Definitely important to review, perhaps Land Bank staff or Preservation Trust can provide a copy.

**Question** – what are the expectations of farmers on non-conserved lands? How do they view ‘county support’

Answer (Brook Brouwer): I think opinions and views vary widely. I would recommend reviewing responses to in survey, available here: <https://ql.tc/gp5aQV>

Particularly “Farmer Question 2 - Do you feel like Land Bank ownership of Coffelt Farm has affected your own farm business in a positive or negative manner? If so, please explain.”

- Page 9: **Question** – I would benefit from further explanation of public benefit vs. community benefit.

I really had to deep dive into this. It got complicated trying to identify and separate public benefit, as stipulated in Question 7, from envisioned future activities elicited through the very open ended Question 12...are these presumed to be community benefits?

Answer (Brook Brouwer): I think intent was to focus on benefits that could really help build the local community.

(Kate Mikulak) This distinction was brought to our attention by Kyle Freeman, principal of the Orcas Island High School. He was using it to explain the difference of providing public benefits, one's that benefit all peoples: islanders and tourists, like beautiful open spaces and walking trails vs community benefits which enrich, uplift, and improve the resilience of the local island community who live here. These benefits include providing or supporting farm education programs for local schools, creating the mobile slaughter site for all island farmers to use, etc. He, among others, advocated for CART and the Land Bank to focus on community benefit.

Answer (Kathy Morris) You are referring to the survey? if yes - This is a great question and worthy of a thoughtful discussion. The survey was not done with a professional company, just the team members who wanted to stimulate thoughtful answers. Our task as a committee was to provide at least 2 public input sessions which was difficult due to the pandemic. The survey was a substitute for one and a zoom meeting the other. I was a part of the committee that put together the survey. I had no prior experience in creating a survey and heard plenty of criticism from community members for the lack of professionalism of the survey. Oh well!

- Page 13: **Question** – is there a history of educational workshops at the farm, prior to LB acquisition and creation of Coffelt Farm Stewards? Organized, funded, operated by who? Where were the workshops/trainings held?

Answer (Brook Brouwer): Not that I am aware of. At the county level WSU Extension, Conservation District, Ag Guild and others regularly offer educational programing and training, funded by a variety of grants, workshop fees, donations and operating funds.

(Kate Mikulak) I reached out to Sid Coffelt. Her answer: “No, not that I can remember. We did host kindergarten classes from time to time at lambing time. Not a regular thing.”

Answer (Kathy Morris) - I would say in the general sense of neighbors helping neighbors

- Page 14: 33 farmers responded to the survey questions ‘do you think CF has had a positive or negative affect on you’; 33% positive, 12% negative, 27% no affect = 72%; **Question** – what about the other 28% of respondents?

(Kate Mikulak) This was an open-ended response question, so to analyze it, answers were categorized(coded) as positive, negative, or neutral. There were a few responses that indicated multiple opinions, so they were coded into 2 categories- so the total

may not add up to 100%. 26% provided answers that could not be categorized or indicated N/A.

I went through the responses again and noticed one was miscategorized. Here's the updated analysis:

Of the 34 self-identified farmers who responded, 11 said that Land Bank ownership of the farm has affected their farm business positively, 4 said negatively, 10 said it has not affected their farm, and 9 responses did not indicate positive, negative, or neutral.

32% positive

12% negative

29% has not affected my farm

26% did not provide answers that could be categorized.

See written responses here and how they were coded: [CART Farmer Q2 coding](#)

- **Rumination** - 'Coffelt Farm' - personhood? Is it an entity? ....

Answer (Kathy Morris) Is Coffelt Farm an entity? a working farm is very much a living, breathing entity that needs plenty of care and daily attention.

Answer (Kate Mikulak) I'll second that.

- Page 17: 'life estate' places responsibility for maintenance and repair of the farmhouse with Coffelt family. **Question** – is there an appropriate way to determine the current condition of that asset? Developing financial plans related to infrastructure maintenance/expansion and operations/programming should include some information on the possible costs/opportunities related to that structure.

Answer (Brook Brouwer): Perhaps this could be included in a reserve study?

- Water availability – **Question** – what was the use / availability of water for Coffelts and how has it changed?

Answer (Brook Brouwer): Legally use of surface water requires a water right. The primary source of water for domestic and livestock use is a surface spring. It can't legally be used for commercial irrigation without an appropriate water right.

A well could be used for limited commercial irrigation under exemption criteria, however is very limited in capacity.

Rain catchment can also be used.

(Kate Mikulak) I do not know what the WSDA requirements were when the Coffelt's were farming and selling products. Current licensed poultry processing and dairy operations require use of water that meets requirements for potable water: public or municipal water supply or a private well that meets the standards for WA State Dept. of Health requirements for a Group A or B water system. WSDA Greenbook is a good source of information.

Answer (Kathy Morris) - there was a well dug fairly recently on the neighboring county land between the exchange and the Coffelt Preserve that was explained to me by a county

employee was for the Coffelt farm. Currently it is being used by the exchange and is a productive source of water. This would require infrastructure to deliver water on the farm where needed. I am not 100% sure of this information but worth investigating further. There are also shares of water across the street at the golf course. This was something the final CFS board was investigating prior to the disband.

- Page 18: water right application...was wondering about the status; some information recently received... o **Questions** - What is a diversified livestock-based operation look like? Did Coffelts have a farm stand? Hold workshops? Have educational visits? What was the 'community benefit' of the operations vs the public benefit?

**Answer (Brook Brouwer):** Generally diversified livestock-based operation is a farm with multiple types of livestock (cows, goats, sheep, chickens, etc).

**Answer (Charlie Behnke):** Water right for pond irrigation still being reviewed and processed by the Department of Ecology.

**Answer (Kathy Morris) -** Are you asking about the Coffelt Family or the Coffelt Farm Stewards? The farm stand evolved from Sidney & Vern's house basement to the current site. Coffelt farm stewards did hold workshops and educational visits but were challenging due to needs of the farm (lack of time and staff) and indoor space. Community benefit is another way of saying public benefit. Kyle Freeman, Orcas hs principal coined this phrase during his interview. We like the semantics of it!

(Kate Mikulak) I believe Coffelt's sold out of their house.

Feeding people and stewarding the land are massive community and public benefits in and of themselves. Small- farmers are not compensated appropriately for their time, experience, or skill level- it is a labor of love and a gift to the local community to have people willing to devote their lives to growing food.

The infrastructure on Coffelt Farm is set up to support a diverse livestock operation. A few resources about diverse farm operations:

Economic benefits of diversification: [Diversification of Your Operation, Why - Articles Articles](#)  
Scroll about ½ way down for the "Integrating Livestock" section: [Designing a Whole Farm System | OSU Extension Service](#)

- Page 19: Great bullet points to ponder in lease development o last paragraph presents an interesting dilemma; invest staff and funding into infrastructure to maintain operational potential but don't cause unfair advantage for lessee over other farmers who maintain their own infrastructure.... I would like to see a copy of the Farm Rental Guide....

**Answer (Brook Brouwer):** Consider that when leasing any property there is some expectation around who is responsible for maintaining what. If the Land Bank is charging lease for infrastructure, could it invest revenue into infrastructure maintenance?



Link to University of Vermont Farm Rental Guide:

<https://www.uvm.edu/sites/default/files/Agriculture/agbusiness/reports/RentalGuide.pdf>

- Page 20: Farm infrastructure improvements, ideas, opportunities – seem to fall within the scope of maintaining land for Agriculture; Community infrastructure improvements, ideas, opportunities – seem to fall into a higher level of responsibility .... Ruminations....

- Page 21: Tiny house – **Question** – why is its use only seasonal?

Answer (Faith Van De Putte): A tiny house can be categorized in three ways. See this PDF from the county. If it is categorized as a manufactured home or conventional home and gone through the requisite inspections one can live in it full time.

### [Tiny Homes in San Juan County](#)

<https://co-sanjuan-wa.smartgovcommunity.com>

Answer (Charlie Behnke): The tiny house is considered a Recreational Vehicle as it has wheels and is not permanently attached to the property. Current land use code allows for RV's to be occupied up to 6 months per year.

- **Question** – what are the Farm Stay Accommodations/ Farm Worker Accommodations provisions

Answer (Faith Van De Putte): These are in the process of being revised. As they stand right now in order to apply for a Farm Stay or Farm Worker Accommodations you have to be on Agricultural Resource Land and be enrolled in the Current Use Farm and Ag(CUFA) tax program and apply for a conditional use permit. One of the reasons that the ARC has recommended creating a mechanism for application without being in CUFA is so Land Bank agricultural land could build farmworker housing.

- Page 23: wide range in lease rates, close to half of farmers pay nothing (not 'unfair' because not using public lands??) 'Community Benefit' is wild card; who provides it LB or Lessee...ruminations. o Soil amendment as part of lease; soil improvement as part of \$ credit

Answer (Brook Brouwer): Many private landowners benefit financially from a Current Use Farm and Ag, this creates an incentive for low cost leasing for agricultural use. Legally Land Bank has requirements around leasing public property.

Answer (Kathy Morris) Regarding an appropriate lease rate: This farm is unlike other farms in the Landbank portfolio. There is a dairy, a farm stand with a reputation and ideal location, a house, a tiny



house, water, barns, fences, gates, a tractor, 2 compost facilities, etc (dream farm) . Should there be a lease amount for each item? If this farm trained farmers, provided food for the community food bank, provided demonstration for large and small farmers (including home gardeners) - all public/community benefit work.

- Page 24: Historic use and production on property. **Question** – to what extent did Coffelt's provide education/workshops; what were the meeting rooms if any?

(Kate Mikulak) Sid said they invited a kindergarten class from time to time during lambing season, but that's about it.

CFS provided education workshops in the barn, in the field.... There are no meeting rooms. Was the Land Bank office used at times when Ruthie was there?

Answer (Kathy Morris) - There were some park benches arranged outdoors near the bee shed for demonstrations

- **Observation** – Land Bank funding comes from sale of real estate; it would be interesting to know, on average, how many times a resident might pay this tax. Residents do not make annual contributions to LB funding through property tax. Some may never pay the real estate tax...

Answer (Brook Brouwer): Conservation Futures is included in annual tax.

Answer (Kathy Morris) - some never pay directly but everyone in the county (of age) vote.

- Page 25: states historic 'cultivation of a wide range of annual and perennial crops' and page 24 states 'diverse livestock and forage production with limited vegetable, fruit and grain component' **Question** – are these describing the same thing?

Answer(Kate Mikulak) Yes. The cultivation of annual and perennial crops were limited in comparison to historic livestock and forage production, however the crops that were grown included a wide range of types.

- o Soil – **Question** – I would like to gain a better understanding of the wide range in projected cost per acre (\$188-\$735; \$710-\$1400) for fertilizer

Answer (Brook Brouwer): Range has to do with existing nutrient levels in different parts of the farm. It also has to do with varying rates to maximize production and forage quality. A lower rate could be used, and still provide a benefit versus a higher rate.

- **Rumination** – lessor contribution for fertilizer with Lessee paying difference if organic used;

- Page 27: **Question** – would like some discussion or explanation of how operations on the farm over the years (2021 vs 2008 vs 1990's vs 1950) are reflected in the Primary Agricultural Uses and how Challenges to Production were dealt with  
(Kate Mikulak) Would need some deeper research and interviews to answer this in greater detail by year. But in a general way, challenges to production have been dealt with over the years by maintaining the drainage ditch to reduce ponding and improve soil drainage, and by observing the fields and waiting until it is dry enough to turn out animals or work the ground.
- Page 28: **Questions** – how have temperatures, rainfall and season length changed since 1950/2008? Is water supply decreasing? How does increasing operations fit into limited water supply?

Answer (Brook Brouwer): Looking at trends in the islands, average annual precipitation has remained fairly similar, it is projected to shift towards wetter winters and springs with drier summers. Legal water supply may constrain type of operation.

- Page 29: most farms gross very little revenue; demand is described as steady or increasing but doesn't seem to have increased gross revenue **Question:** will increasing production on Coffelt deplete the market for other farmers? Did farmers see an increase in demand during the brief transition period before short term lessee came on board?

Answer (Brook Brouwer): See survey for specific written responses. Some of the farms indicated that they had been impacted negatively by competing with short term lessee. Others indicated it was beneficial.

Answer (Kathy Morris) Another way to phrase this is from an ecological point of view, "Will increasing production at Coffelt farm deplete the soils, damage the ecology or will it be regenerative"

Also farms can gross a fair amount of revenue, it is the net that makes farming tough

- With operations being so close to breakeven why would the LB be asked to expand operations/activities that will likely increase expenses that farm production cannot off set?

Answer (Brook Brouwer): Land Bank could support agricultural education activities as it does with other stewardship and educational programs that increase awareness and access to other types of conserved lands.

The Land Bank could consider supporting

- **Question** – what are the Lum's currently doing on Coffelt?

Lum Website: <https://www.lumfarmllc.com/>

- Page 30: Conservation Easement – I had question about the wording but can no longer open the link provided in the report. It had to do with the types of processing allowed.  
[RecordedSJPTeasement.pdf](#)
- Page 31: Education and Research – rumination on possibilities. Research activities may be easier to accommodate than educational; lessee could be given credit for established educational activities; lessee farms, LB provides infrastructure, third party provides education (WSU, UW, 4H, etc) Questions – what do other farms do in terms of participating in research activities?

Answer (Brook Brouwer): WSU works with a variety of farms to host on-farm research trials and demonstrations (~20 in the past 5 years). Typically the farmer provides access to land, some assistance with management (eg irrigation or mowing at specific time), provides input on research ideas, WSU manages the research trial, data collection, reporting and outreach. In some cases there is funding to provide a small stipend for the farmer. Usually projects are dependent on grant funding. We also host workshops and field days on-farms featuring farmers as well as visiting presenters.

Answer (Kathy Morris) see Rodale Institute and Menoken farm (links in report under farm model section). Another question is “can we preserve agriculture into the future without education?” This farm is not other farms because it is owned by our county. It is unique in its ownership.

- Page 32: top paragraph bears some significant discussion

### Observations from review of models

#### Model 1

- MALT - Mandatory Agricultural Use is part of easement– **Question** - how is this enforced?

Answer (Faith Van De Putte): I don't know how it is enforced. I have only read about it and hear people in the Agricultural Land Trust world talk about how it is a better tool for the preservation of working farms than a straight conservation easement.

Here are some resources: <https://farmland.org/project/national-agricultural-land-network/>

<http://equitytrust.org/wordpress/wp-content/uploads/2011/09/ModelEasementCommentary.pdf>

- Page 104 has the active agricultural use requirement section

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- Equity Trust - Qualified Owner, approved products, option to purchase – **Question** - what happens with owner no longer qualifies? How is purchase price established in force sale?

#### Model 2

Lease agreements would be great to review

#### Model 3

**Question** – please explain the description

**Answer (Brook Brouwer):** There are multiple options. For example Land Bank could sublease parts Coffelt Farm to multiple independent enterprises (eg orchard, livestock, vegetable). Or as in the example of Viva Farms an umbrella organization could lease to multiple operations and provide shared infrastructure, education and marketing. The Land Bank could act as that umbrella or lease to another organization with that mission.

#### Model 4

- Significantly changes the historic and current operations of the farm; brings into question whether the sale of farm products should/could even continue
- WSU is a natural operator of a research/training facility; if state and federal funding is extremely limited continued operation would require constant fund raising...

**Answer (Brook Brouwer):** Yes would require a substantial increase in funding from county, grants, donations and/or an endowment.

- **Question** – give some examples of revenue generating educational opportunities that could significantly offset operational expenses

#### Model 5

- Some additional description would be appreciated.
- Heritage Farm appears to be a combination of WSU, 4H, pea patches; Master Gardeners and farmer lease...all managed by the County

**Answer (Brook Brouwer):** Yes. It was historically owned and operated by WSU as a research farm, WSU gave it back to the county, but maintains a significant presence.

- **Question** – how does CART envision this model working on Coffelt? LB acting for the County? LB owning but County operating?

**Answer (Brook Brouwer):** Either. Or potentially other public agency such as Conservation District.

#### Model 6

- Appears somewhat untested; Sylvanaqua admits to being unsustainable but potentially could be with 75-100 farmers working a cooperative on 5000 acres. This type of operation appears to be outside the mandate of the LB by quite a bit.  
**Question** – how does CART envision this model on Coffelt? Won't it negatively impact other farmers?  
**Answer (Brook Brouwer):** Agree that it is somewhat untested and evolving. Sylvanaqua has recently had some challenges. However it felt important to bring in concept of integrated cooperative agricultural land management. As well as providing



access and leadership to BIPOC farmers. Potential to work in collaboration with other farmers so not necessarily negative.

Page 38: “if the goal is to provide a broad spectrum of community opportunities”

**Question:** Is it the goal?

**Answer (Brook Brouwer):** Good question! Something to be considered and reviewed.

**Rumination** - Near term -: to secure 1 or more farmers to provide a broad range of operations to continue existing products

Long term – consider use of farm house and/or farm manger housing for educational workshops/training facilities to broaden the scope of operations. LB maintains infrastructure, farmer(s) or third party provides the programming.

Kate Mikulak) The farm house is in the middle of agricultural activities. Would be disruptive to lessee operations to have public coming and going to this location. repeated from above: Farm labor is highly skilled- the farm manager house would be a huge asset to a lessee to attract a skilled farmer, possibly with a family, to make a long-term employment commitment on the farm. A house is much more dignified than a trailer for year-round use and a livestock farmer employs people year-round. There is already limited warm, dry, clean indoor space on the farm, it would be a loss to the lessee.

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**Brian**

- **Question:** It appears that soil amendments may represent a significant upgrade and maintenance cost for Coffelt Farm. I see general estimates in the report ranging from \$188 to \$1,400 / acre (!) Can you provide a range of probable ongoing costs for Coffelt. How frequently would they be incurred?

**Answer (Bruce Gregory):** The estimates vary because the soil science results (i.e., soil testing) show different, low levels of nutrients available within the spectrum of management areas as mapped. This is because of variations in soil types, previous or historic management and the need for necessary inputs (fertilizers / compost) to bring some balance back. When the nutrient (fertility) cycle is ignored, the soil health system slowly crashes. It can take many years, or it can happen quickly, it just depends upon the crop and the removal rate which can be as little as 7-10 % or as high as 35% removed and pushed into the food management system as a crop removed, forage consumed and turned into muscle, hide, wool or a human consumed vegetable / grain and the unused portion of said nutrients returned to ground as organic matter, manure, and urine.

If that is then “captured” it can be re-introduced into the nutrient cycle by the farm management. If this is ignored, it is a removal of nutrients that can be lost to the system and the resulting drop in soil / nutrient health continues. That is what happened at Coffelt and is documented in the CNMP narrative.

Probable costs would be based upon three-to-five-year results (or perhaps longer) based upon which management area needed more or needed less of any documented input. This then needs

to be balanced with what is removed by management either as grazed forage or harvested as hay / haylage and stockpiled for winter use or even an annual vegetable crop from the food production area and consumed by humans.

Again, this is only a target that can be reached if the process is followed, testing is used to follow up and there are documented rises in basic soil nutrient levels.

It is not necessary to provide all the nutrients at once. The cost can be spread out over many years. The important concept and follow-up management is that someone is watching and monitoring the nutrient cycles and responding to the documented needs as they are seen. Trying to put a price on this would be dependent upon the manager doing the study of nutrient costs, breaking it down to annual applications per management area and working within a known budget allotment.

If this is not done it is like trying to throw darts at the dart board and knowing beforehand you will hit the 20 slot or a bull's eye. You have to agree to the game and know you have the skill to play.

**Answer (Kathy Morris)** Let's talk regenerative agriculture! So many untapped possibilities here on this island.

- **What is the likelihood of grant support from SJICD or others?**

**Answer (Bruce Gregory):** This would most likely be another cost-share contract. The C.D. has never done a contract based upon practice 590 Nutrient Management. That is not out of the possibility, but it would have to be looked at by the C.D. Board of Supervisors and the actual funding from state sources would have to be available.

As there is limit on total cost share dollars of \$50k per farm over time, the available amount would be less based upon what Coffelt Farm had already used through cost share with the C.D.

The other option would be to apply to NRCS (Mt. Vernon office) for federal cost share using the EQIP program (Environmental Quality Incentive Program). They have done EQIP cost share for Nutrient Management 590 in the past.

**Answer (Faith Van De Putte):** There are many grant options for farmers. From Value Added Producer grants, to historic barn grants, to the Tilth grants but applying for them is a lot of work with no guarantees.

**Answer (Kathy Morris)** - I looked at funding from several of the non- profit models listed in the 'models' section such as Oxbow farm, Calypso farm.

- **Question: In your experience with tenant-operated farms, what is a reasonable cost-share for soil amendment between the land-owner and tenant, or how is it determined?**

**Answer (Bruce Gregory):** My experience in this area has been limited to farmland that is not actively farmed by the landowner, often not a farmer, who is enrolled in the Current Use Farm &

Agricultural (CUFA) tax reduction program. In those situations, the lessee provides the soil testing, nutrient inputs, noxious weed control and other minor work as established in the agreement by the landowner / lessee. The lessee manages the crop involved in the farming operation. Receipts of inputs and production (\$ values) are provided to the landowner who in turn then has evidence of continuance in the CUFA program as required by the SJC Assessor's office who is required to monitor those farms in this state program.

Stated simply, the farmer gets the crop(s), which is a portion of the total nutrient base that is under management. Along with the crop, soil fertility is monitored and is either documented as stable or needing inputs. The lessee pays that as the cost of the lease, and it benefits the "soil bank" over time. That becomes the cost of the lease. The landowner gets the tax break as a result. The cost of these inputs and labor are documented in an annual spreadsheet that narrows the cost of the crop down to the last cent. The inputs and labor become a portion of the crop value if sold or consumed by another level of the nutrient cycle be it human or livestock.

What is unique about this relationship as it puts the value of the soil and soil health at the base of the agreement. The soil will be there long after we are gone. What will the next farmer take on? What will the next generation of farmland owners buy into or inherit?

This kind of relationship guarantees that soil health is at the core of the relationship as it should be whether the land under management was owned by a farmer, managed by a farmer or for a non-farmer by a lessee.

- **Question: If a better water source is not developed and the farm remains suitable only for grazing and forage, how important are soil amendments and why?**

**Answer (Bruce Gregory):** If a better water source is not developed and the farm remains suitable only for grazing and forage, how important are soil amendments and why? Answer: Again, this goes back to being able to comprehend the cycle that is under management and the given number of additional elements necessary for a farm to manage for a crop. As water Quantity may be a limitation, it also has a profound effect on what vegetation under management is able to exist under these conditions. If removal of nutrients has been the historic management (or lack of management) through grazing, grain, annual vegetable production or hay removal we have to ask why? Ignorance of the science? You can't empty a glass of water for long until it is empty. The same with soil resources and soil health.

Ignorance of practices that work with nature and not against is the biggest problem in any agricultural system. Again, it goes back to the stewardship question and how can we insure it is in place? There are many levels of stewardship / management. Some look like they are farming but are simply human efforts to get something out of our soil resources for as little effort as possible. Nutrient management is not cheap but is linked to the health of all the elements of our natural systems. It is totally necessary when humans want something in return for their labor...something to eat! This can go off into infinite cycles of discussion about nutrient density, forage health, manure testing, compost testing, the check points of the nutrient system and the important impact it has upon water quality and other desirable environmental benefits so numerous.

If the soil is depleted, the forage is depleted, the forage base is compromised by undesirable species (noxious or not very edible by livestock), the forage removed is low quality, the meat harvested is low quality and on down the nutrient chain it goes, to the humans that end up consuming what was grown in whatever form they purchase it.

(Kate Mikulak) Much of the farm is best suited for grazing and forage production, regardless of additional water sources.

- **Question: In San Juan County, what are the greatest unmet needs for farm products (animal, vegetable) or farm support (land, education, equipment, etc.)?**

**Answer (Bruce Gregory):** The biggest challenge to SJC Ag is water availability (quantity). Without adequate water resources in a county that is considered a Critical Aquifer Recharge area our agriculture has slowly transitioned over time to the realities of this and the climate of the rain shadow. Most of our agriculture is livestock based. We grow good grass if we can maintain the soil health over time that drives that resilient system. We have a long-term relationship with the now twenty-one-year-old Island Grown Farmers' Cooperative (IGFC). The production and sales of grass-fed meat is only limited by the ability of the existing stores and public to find out about it and buy it.

Many smaller farms that have ponds or good ground water sources and can pump them with drip irrigation are involved in CSA's. They offer excellent vegetable production seasonally and beyond with high-tunnel technology.

Land access in a spiral of rising land values is the second limitation. Unless the land is intra-family and inherited, the cost of farmland and limits who can buy and why they buy. Many do not look at the farming as something to continue, it is just a location for a mega home.

The third limitation of this situation is having educated young people who are able to combine a desire to farm with the reality that it is science based more than ever. It requires hard work and requires knowledge of so many other skills to dizzy the mind. The community needs to understand along with the older farms and farmers, that the stewardship ethic is at the core of farming and ultimately soil health. Anything the community can do to perpetuate this relationship, to increase local food production, develop opportunities for mentoring, opportunities for internships and land availability, and steward this land is the most important aspect of the challenges we are and will continue to grapple with in this period of climate adaptation, political uncertainty, and a worldwide pandemic.

(Kate Mikulak) Affordable land access for agricultural production and housing for farm labor.

**Answer (Kathy Morris) -** Good question! I think a good place to start is to define agriculture. I am happy to discuss





Recorded at the request of:  
**SJ CO LAND BANK**

When recorded return to:  
**The San Juan Preservation Trust**  
**Box 327**  
**Lopez Island WA 98261**

EXCISE TAX NOT REQUIRED  
SAN JUAN CO. TREASURER  
BY *Buganah* DEPUTY

**DOCUMENT TITLE: GRANT DEED OF CONSERVATION EASEMENT**

**GRANTOR: SAN JUAN COUNTY, A POLITICAL SUBDIVISION OF THE  
STATE OF WASHINGTON ACTING BY AND THROUGH  
THE SAN JUAN COUNTY LAND BANK**

**THEODORE VERN AND SIDNEY A. COFFELT, A  
MARRIED COUPLE (LIFE TENANT)**

**GRANTEE: THE SAN JUAN PRESERVATION TRUST**

**ABBREVIATED LEGAL DESCRIPTION:**

**A PORTION OF THE NW1/4 OF THE NE1/4, THE NE1/4 OF  
THE NW 1/4, SE1/4 OF THE NW1/4, SW1/4 OF THE NW1/4,  
AND A PORTION OF THE NW1/4 OF THE NW1/4; ALL IN  
SEC 27, T37N R2W W.M.**

**FULL LEGAL DESCRIPTION: EXHIBIT A, PAGE 26**

**ASSESSOR'S TAX PARCEL NUMBERS: 272722001000; 272721001000; 272712001000**

## GRANT DEED OF CONSERVATION EASEMENT

This Grant Deed of Conservation Easement (hereinafter, the "Conservation Easement"), by and between **SAN JUAN COUNTY**, a Washington Municipal Corporation, acting by and through the San Juan County Land Bank (the "Land Bank"), and **THEODORE VERN AND SIDNEY A. COFFELT**, a married couple (the "Coffelts") (the Land Bank and the Coffelts are hereinafter collectively referred to as "Grantor"), and **THE SAN JUAN PRESERVATION TRUST**, a Washington non-profit corporation (hereinafter referred to as "Grantee"), is made with reference to the following facts:

### 1. RECITALS.

**1.1 Property.** The property, inclusive of all water right and standing and downed timber, subject to this Conservation Easement is situated on Orcas Island in San Juan County, State of Washington, more particularly described in Exhibit "A" and shown on Exhibits "B", "C", and "D" (hereinafter, the "Property"), all of which are attached and made a part hereof by this reference.

### 1.2 Owners.

**1.2.1 The Coffelts.** The Coffelts are owners of a life estate interest in one acre of the Property, the location and terms of which are specifically described in the real estate contract that conveyed the Property to the Land Bank and that is recorded in the records of San Juan County under Auditor's File No. 2008 0418014 and also shown on Exhibit B ("Coffelt Life Estate Interest").

**1.2.2 The Land Bank.** The Land Bank is the owner in fee of the Property subject to the Coffelt Life Estate Interest.

**1.3 Protected Property.** The Property is part of a significant coastal ecosystem, the San Juan Islands, which is relatively intact and undeveloped. The Property consists of approximately 189 acres +/-, including agricultural fields, wetlands and woodlands that provide wildlife habitat for native birds, including eagles and other raptors, and mammals and possesses ecological, scenic, agricultural and open-space values. The Property shares a common border along its eastern property line with Orcas Road and along its western property line with Crow Valley Road, both county public roads. Prominent attributes of the Property are actively grazed and hayed pastures, a seasonally inundated marsh, and a Douglas fir/shore pine/western red-cedar forest, all of which contribute to the open rural character along Orcas

Road and Crow Valley Road. The Property is contiguous on the western boundary with Turtleback Mountain Preserve, protected by The San Juan County Land Bank and The San Juan Preservation Trust, and on the northern boundary with the San Juan County Land Bank's Fowler's Pond Preserve.

- 1.4 **Conservation Values.** The Property's agricultural, ecological, scenic, and open-space values (hereinafter, the "Conservation Values") are of major importance to Grantor, Grantee, and the people of Orcas Island, San Juan County, and the State of Washington. The Property enhances the rural character and pastoral landscapes of Orcas Island. The Property can be viewed by the public from Orcas Road, Crow Valley Road, and Turtleback Mountain. The Property has been actively farmed since the mid-1800's, producing flower bulbs, grain, strawberries, plums and apples, as well as lamb and beef. From 1950 to 2011 the Coffelt Family owned and operated the farm. When the Coffelt family sold the property to the San Juan County Land Bank in 2007, it was with the understanding that the land would continue in active agriculture, growing food and providing opportunities for young farmers and members of the community to learn about sustainable, small scale agriculture.
- 1.5 **County Conservation Intent.** The goals and policies of the San Juan County Comprehensive Plan provide for the protection of the natural beauty and visual open space resources of the islands, the maintenance of the present rural and open space character, and respect for the natural environment. The Plan encourages the preservation of scenic resources and renewable natural resources for the benefit of existing and future generations through voluntary mechanisms such as conservation easements. San Juan County has a tax-supported program to purchase land and conservation easements to help preserve land similar to the Property. The Property is part of the Upper Crow Valley landscape unit on Orcas Island in the San Juan County Open Space and Conservation Plan Open Space Atlas and its pastoral landscapes, rural development pattern, landscape contrast and visual accessibility are considered among the most significant in the County.
- 1.6 **State Conservation Intent.** The legislatively declared policies of the State of Washington, in Chapter 84.34 Revised Code of Washington (hereinafter "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 and to assure the use and enjoyment of natural resources and

scenic beauty for the economic and social well-being of the state and its citizens. The State has also recognized the importance of private efforts to preserve the natural systems in the State by enacting RCW 64.04.130, the statute authorizing conservation easements.

- 1.7 Land Bank Conservation Easement.** The Property has previously been protected by a San Juan County Land Bank Conservation Easement, recorded in the records of San Juan County under Auditor's File No. 95062914, which conservation easement was extinguished by the parties to the conservation easement by agreement in document recorded in the records of San Juan County under Auditor's File No. 2009-0106007, and which conservation easement the parties to the conservation easement agreed in document recorded in the records of San Juan County under Auditor's File No. 2008-0418014 would be replaced by this Conservation Easement for the purpose of assuring that the open space character, scenic qualities, agricultural productivity, and ecological values are conserved in perpetuity.
- 1.8 Coffelt Life Estate Interest.** Grantor and Grantee acknowledge that the terms and conditions of this Conservation Easement do not increase or diminish any of the Coffelts' rights under the Coffelt Life Estate Interest or alter the terms and conditions of the Coffelt Life Estate Interest in any way, and that the rights held by the Coffelts under the Coffelt Life Estate Interest are consistent with and complementary to the purposes, terms and conditions of this Conservation Easement.
- 1.9 Grantor Conservation Intent.** Grantor, as the owner of the Property, possesses the affirmative right to identify, preserve, and protect in perpetuity the natural elements and processes and the Conservation Values of the Property, and desires to transfer such rights to the Grantee.
- 1.10 Qualified Conservation Organization.** Grantee is a "non-profit nature conservancy corporation" as defined by Revised Code of Washington ("RCW") 64.04.130 and RCW 84.34.250, and described in Section 170(b)(1)(A)(vi) of the Internal Revenue Code of 1986 (hereinafter "IRC"), and Grantee is authorized to accept the Conservation Easement.
- 1.11 Recitals Incorporated By Reference.** The above Recitals are incorporated into this Conservation Easement by this reference.



**2. CONVEYANCE AND CONSIDERATION.**

- 2.1 Conveyance.** For the reasons stated above, and in consideration of the mutual covenants contained herein, the Grantor does hereby grant, convey, and warrant to Grantee, and Grantee hereby accepts, a perpetual Conservation Easement, consisting of the rights in the Property hereinafter enumerated, subject only to the restrictions set forth in this Conservation Easement.
- 2.2 Conveyance of Real Property under RCW 64.04.130.** This conveyance is a conveyance of an interest in real property under the provisions of RCW 64.04.130, and is made as an absolute, unconditional, unqualified, and completed conveyance subject only to the mutual covenants and restrictions hereinafter set forth and title matters of record as of the Effective Date.
- 2.3 Water Rights.** This Conservation Easement does not transfer any water or water rights to Grantee. Grantor hereby agrees not to transfer, sell, lease or otherwise separate the water rights from the Property without the prior written consent of the Grantee upon a determination that such transfer, sale or lease is consistent with the maintenance of the Conservation Values. Grantor shall not abandon or allow abandonment of any of the water rights if beneficial use can be obtained. If the water rights are under threat of abandonment, Grantor will cooperate with Grantee to help assure the continued use of the water rights for beneficial conservation purposes.
- 2.4 Grantor Intent.** Grantor expressly intends that this Conservation Easement runs with the land and that this Easement shall be binding upon Grantor's personal representatives, heirs, successors, and assigns.

**3. PURPOSE.**

- 3.1 Conservation Purposes.** The exclusive purposes of this Conservation Easement (the Purposes") are to preserve and protect the Conservation Values of the Property in perpetuity; to limit residential use of the Property to three (3) single-family residences and their appurtenant structures within Structures Area 1 (as shown in Exhibits B, C, and D); to limit agricultural structures to Structures Areas 1 and 2 (as shown in Exhibits B, C, and D); and to forever preserve the Agricultural Area of the Property (as shown in Exhibit B) as open-field farmland, wetlands, and mature woodland for agricultural and natural resource conservation uses and to be utilized in a manner that conserves the quality of the soils for open-field agricultural use.

- 3.2 Grantor Intent.** Grantor intends that the Property shall not be converted or directed to any uses other than those provided in this Conservation Easement.
- 3.3 Baseline Data.** In furtherance of the foregoing Purposes, Grantor and Grantee agree that the baseline data consisting of maps, photographs, and other documentation on file at the offices of Grantee and provided to Grantee by Grantor (hereinafter the "Baseline Present Conditions Report") provide, collectively, an accurate representation of the Property at the time of this Grant and are hereby incorporated by this reference. Grantor and Grantee have acknowledged in a signed statement, a copy of which is attached to this Conservation Easement as Exhibit "F" and incorporated herein by this reference, that the Baseline Present Conditions Report accurately represents the currently available baseline data regarding the condition of the Property as of the Effective Date. The Baseline Present Conditions Report shall be relied upon by Grantor and Grantee as the descriptive base to establish the present condition and guide in the future uses of the Property.
- 3.4 Public Access.** Nothing contained in this Conservation Easement shall be construed as affording to the general public access to any portion of the Property subject to this Conservation Easement.
- 3.5 Visual Access.** Preservation of the Property will protect the general public's visual access open space and pastoral landscapes.
- 4. GRANTEE'S RIGHTS.** The rights conveyed to Grantee by this Conservation Easement are the following:
- 4.1 Protection in Perpetuity.** The Grantee shall have the right to preserve, and protect, in perpetuity, the Conservation Values of the Property for public benefit and scenic enjoyment by the general public and for its open-space values.
- 4.2 Grantee's Access.**
- 4.2.1 Annual Inspection.** The Grantee shall have the right to enter upon the land of the Property annually, upon prior written notice to the Grantor, for the purpose of making a general inspection of the land to assure compliance with this Conservation Easement.
- 4.2.2 Educational and Scientific Purposes.** The Grantee and other persons approved by the Grantor may enter upon the Property, upon prior arrangement with Grantor, for educational and scientific

purposes to observe and study the Property, or for other purposes allowed by Grantor consistent with this Conservation Easement.

- 4.2.3 Enforcement.** The Grantee shall have the right to enter upon the Property, at such other times as are necessary if there is reason to believe that a violation of this Conservation Easement is occurring, for the purposes of enforcing the provisions of this Conservation Easement.
- 4.3 Injunction and Restoration.** The Grantee shall have the right to petition the court for injunctive relief to enjoin any activity on, or use of, the Property that is inconsistent with this Conservation Easement, and undertake, cause to be undertaken, or enjoin the restoration of such areas or features of the Property as may be damaged by activities contrary to the provisions hereof all in accordance with Section 7 below.
- 4.4 Markers.** The Grantee shall have the right, during the annual inspection, to place and replace small markers to identify the boundaries and corners of the Property.
- 4.5 Transfer of Easement.** Grantee shall have the right to assign, convey or transfer Grantee's interest in the Property in accordance with Section 8 below.
- 4.6 Development Rights.** The Grantor hereby grants to Grantee all development rights, except as reserved in Section 5 below, that are now or hereafter allocated to, implied, reserved, or inherent in the Property; and Grantor and Grantee agree that such rights are terminated and extinguished, and may not be used on or transferred to any portion of the Property as it now or hereafter may be bounded or described, or to any other property adjacent or otherwise, nor used for the purpose of calculating permissible lot yield of the Property or any other property.
- 4.7 Enforcement.** Enforcement of the terms and conditions of this Conservation Easement shall be at the discretion of the Grantee, in accordance with Section 7 below. Any forbearance on the Grantee's part to exercise its rights hereunder in the event of any breach of this Conservation Easement by Grantor, its heirs, successors or assigns, or any other person or entity, shall not be deemed or construed to be a waiver of the Grantee's rights hereunder in the event of any subsequent breach.
- 4.8 Maintain Fields.** The Grantee shall have the right to enter upon and mow the agricultural fields of the Agricultural Area, at the Grantee's option and expense and upon thirty (30) days prior written notice to the Grantor, if

there is reasonable evidence that the open space character of the fields in the Agricultural Area may be disappearing by the encroachment of trees, shrubs or weeds into the fields, whenever the fields remain un-mowed, un-grazed and out of agricultural use for two successive years. Thereafter, the Grantee shall have the right to mow, at Grantor's expense, on a regular basis upon two weeks prior written notice to the Grantor. The failure of the Grantee to exercise this right at any time shall not bar it from doing so at a later time

5. **PERMITTED AND RESERVED USES AND ACTIVITIES.** Grantor reserves for itself and its personal representatives, heirs, successors, and assigns, all rights accruing from ownership of the Property, including the right to engage in, or permit or invite others to engage in, any use of, or activity on, the Property that is consistent with the Purposes of the Conservation Easement and that is not otherwise prohibited by this Conservation Easement. Without limiting the generality of this section, Grantor specifically reserves for itself and its personal representatives, heirs, successors, and assigns, the following uses and activities:

- 5.1 **Structures Areas.** To construct, use, maintain, repair, expand, reconstruct, relocate, or replace three (3) residences and their appurtenant structures, including access driveways, landscaping, gardens, greenhouses, fences, solar power systems, and other structures reasonably appurtenant to a residence or agricultural use, subject to compliance with federal, state, and local regulations, within the approximately 16 acre Structures Area 1 as shown in Exhibits B, C and D. The existing main residence and the existing farm worker house, as documented in the baseline present conditions report are to remain at and may be replaced in their present locations. Agricultural structures may include structures used to house farm workers in accordance with Farm Stay Accommodations and Farm Worker Accommodations provisions of the San Juan County Unified Development Code 18.40.230. Grantor may construct, maintain, use, repair, remodel, relocate or replace agricultural structures in Structures Area 1 on the Property as shown in Exhibits B, C, and D, including barns, sheds, livestock shelters, animal pens, paddocks, feeding stations, greenhouses or other structures required for farming that are consistent with the purposes of this Conservation Easement, provided that said structures are in compliance with federal, state, and local regulations. Grantor may repair, remodel or replace exclusively a barn, corral and feed area in the 1-acre Structures Area 2 as shown on Exhibits B, C and D. Grantor shall provide Grantee notice, in writing, at least thirty (30) days in advance of submission of plans to San Juan County for building permits for construction of any structures within the Structures Areas.



- 5.2 Agricultural Area.** To engage in commercial or non-commercial agriculture in the Agricultural Area as shown in Exhibit B. Grantor may cultivate, mow, and graze the open fields; raise livestock, horses or poultry; raise cash or field crops; plant and cultivate orchards, vineyards, or other crops, including non-food products such as lavender or nursery plants; or engage in other forms of farming and agriculture using best management practices in the Agricultural Area as shown in Exhibit B. Grantor may construct, maintain, use, repair, remodel, relocate or replace fences, trellises, irrigation piping, feeding and watering troughs, movable poultry pens and temporary row covers as may be associated with agricultural activities in the Agricultural Area as shown in Exhibit B.
- 5.3 Recreation.** To provide for and conduct *de-minimus* commercial and/or non-commercial recreational activities, including 1) construction and maintenance of primitive, non-paved walking trails no greater than four feet in width for non-motorized use using best management practices to avoid impact to Conservation Values, and 2) non-intensive, primitive camping within the Structures Area 1 which is temporary in duration and does not significantly impact the Conservation Values of the Conservation Easement. Non-motorized trail use may include incidental horseback (or other animal) riding, that is consistent with the conservation values of this conservation easement.
- 5.4 Forest Management.** To remove trees of all species to 1) create and maintain building sites and yards within the Structures Areas, 2) supply firewood and structural lumber for on-property use, 3) ensure public safety, and 4) control or prevent fire, disease or insect infestation, or as part of a habitat restoration plan, when such harvest, cutting or removal shall be conducted in a manner consistent with the Forest Management Guidelines listed in Exhibit "E" attached hereto and incorporated herein by this reference. The incidental sale of forest products, arising from these allowed non-commercial forest management activities is permitted.
- 5.5 Commercial Use.** To harvest and sell agricultural products, and/or lease some or all of the Property for agricultural purposes, consistent with the terms of this Conservation Easement.
- 5.6 Roads.** To build, use, maintain, repair, reconstruct, or replace driveways to and within the Structures Areas 1 and 2.
- 5.7 Water Resources.** To drill, use, and maintain wells (including essential well infrastructure) for the purpose of providing potable or agricultural water for use on the Property. Also, to construct, reshape, fill, and maintain

ponds on the Property and to manage the "Drainage Channels" according to historic use pattern as shown in Exhibit B.

- 5.8 Utilities.** To install, use, maintain, repair, reconstruct, relocate or replace utilities to serve the Structures Areas, including, but not limited to solar panels; wind power; water wells; irrigation pumps; underground water pipes; water storage tanks; pump houses; well houses; septic systems; and underground electrical, natural gas, and telephone, fuel tanks, cable TV, and fiber optic lines. All utilities to serve structures in the Structures Areas will be located within the Structures Areas or adjacent to the driveway corridors, where practicable, except that utility routes not adjacent to a driveway corridor may be proposed by Grantor and approved by Grantee if Grantee determines that the impact upon the Conservation Values is not materially greater than locating the utility route adjacent to a driveway corridor.
- 5.9 Noxious Weeds/Introduced Species.** To remove and control noxious, invasive and non-native weed species and introduced animal species on the Property.
- 5.10 Fences.** To construct, maintain, repair, replace or remove fences on the Property provided that no fence or other barrier may obstruct views across the Property from Crow Valley Road or Orcas Road.
- 5.11 Archaeological Investigations.** To undertake legally permitted archaeological investigations with the oversight of a professional archaeologist, provided that any such activity shall be conducted so that interference with the Conservation Values of the Property is avoided.
- 5.12 Public Health and Safety.** To undertake other activities necessary to protect public health or safety on the Property, or which are actively required by and subject to compulsion of any governmental agency with authority to require such activity, provided that any such activity shall be conducted so that interference with the Conservation Values of the Property is avoided to the greatest extent possible.
- 5.13 Agrichemicals and Biological Controls.** To use agrichemicals and biological controls, including but not limited to insects, fertilizers, biocides, herbicides, pesticides, insecticides, and rodenticides, but only in accordance with all applicable laws and in those amounts and frequencies constituting the minimum necessary to accomplish reasonable objectives of uses and activities permitted under this Conservation Easement. The use of such agents shall be conducted in such a manner as to minimize any adverse

effect upon the natural ecosystems of the Property and to avoid any impairment of the Conservation Values.

**5.14 Materials.** To use sand and gravel materials from on-site exclusively for on-site agricultural uses.

**6. PROHIBITED USES AND ACTIVITIES.** Any use of or activity on, the Property inconsistent with the Purposes of this Conservation Easement is prohibited, and the Grantor acknowledges and agrees that it will not conduct, engage in or permit any such use or activity. The following uses and practices on the Property are inconsistent with the purposes of this Conservation Easement and shall be prohibited; except to the extent a use or practice is specifically reserved in Section 4, Section 5 or this section; and provided that this is not an exhaustive recital of all of those uses and practices which are prohibited as inconsistent with the Purposes of the Conservation Easement:

- 6.1 Structures.** The construction or placement of any buildings or structures on the Property.
- 6.2 Subdivision.** The division, subdivision or de facto subdivision of the Property, which includes, but is not limited to, any subdivision, short subdivision, platting, binding site plan, testamentary division, or other process by which the Property is divided into lots or which title to different portions of the Property are held by different owners. This restriction shall not be interpreted to prohibit lot line revisions of tax parcels within the Property or conventional leases of permitted residences on the Property (for example, a lease with a short duration and without automatic renewal).
- 6.3 Alteration of Land.** Change in the topography of the land through the excavation or placing of soil, dredging spoils, or other material; pond construction; or archaeological excavation on the Property.
- 6.4 Alteration of Wetlands/Watershed Resources.** The manipulation or alteration of any marshes, wetlands, or surface drainage patterns by filling or draining; the pollution or degradation of surface or subsurface waters on or under the Property; or the export of surface or subsurface waters on or under the Property for use off the Property.
- 6.5 Roads/Trails.** Construction of any roads, trails, or paths for vehicular use.
- 6.6 Certain Electronic Equipment.** The location, construction, placement, use or maintenance of any type of electronic amplifying, transmitting, receiving or relay device, including, without limitation, amplified sound

systems, radio, microwave, and other types of towers, antennae, satellite dishes and related equipment on the Property.

- 6.7 **Utilities.** The placement of new above-ground utility lines or wires or new underground fuel tanks on the Property.
- 6.8 **Mining.** The exploration for or extraction of minerals, hydrocarbons, soils, rock, gravel or other materials, except water for use on the Property, on or below the surface of the Property.
- 6.9 **Signs.** The construction or placement of commercial signs, billboards, or other commercial advertising material on the Property. This provision shall not be interpreted to prohibit Grantor from placing small signs to restrict hunting, to advertise the sale of agricultural products produced on the Property, or other small signs indicating the protected conservation status of the Property; provided that such signs are designed and located to avoid or minimize impact on the Conservation Values of the Property.
- 6.10 **Dumping.** The dumping or disposal of used vehicles, old machinery, rubbish, garbage, debris, hazardous materials or other unsightly or offensive material on the Property or the storage of any such objects on the Property outside of the Structures Areas. This prohibition shall not prevent the storage of agricultural or forest products, by products and usable equipment on the Property in the Structures Areas, provided it is stored in accordance with all applicable government laws and regulations.
- 6.11 **Clearcutting of Trees.** The clearcutting of trees, except within Structures Areas as provided in Section 5 herein. This is not to preclude clearcutting to 1) clear allowed driveways and utility corridors, and 2) restore or replace orchards.
- 6.12 **Introduced Vegetation.** The intentional introduction of invasive plant species on the Property.
- 6.13 **Airstrip or Golf Course.** Use of the Property for an airstrip or golf course.
- 6.14 **Development Rights.** The use or transfer of any development rights that are now or hereafter allocated to, implied, reserved, or inherent in the Property to any other property.
- 6.15 **Commercial Recreation.** Other than *de minimis* use of the Property for commercial recreational activities, as such terms are defined by Section 2031(c)(8)(B) of the IRC and the applicable Treasury Regulations. By



prohibiting more than a *de minimis* use of the Property for commercial outdoor recreational activities, it is the intent of the parties to prevent the Property from becoming the site of a commercial recreational enterprise, such as a commercial campground, a golf course, an exclusive hunting grounds or club, a commercial site for an all-terrain vehicle, motocross or other racetrack, a dressage field or other similar intensive or predominantly commercial use.

- 6.16 Industrial and Commercial Uses.** The use of the Property for any industrial purposes, including, but not limited to, animal feedlots for livestock not raised on the Property; warehouses or other shipping or storage; automobile or other vehicle sales or storage; concrete batch plants; metal shops; processing or refining of sand, gravel, metals, chemicals, or any other material; or timber processing facilities, such as scaling stations or mill; provided that home businesses that comply with all federal, state and local laws may be conducted within the Structures Areas. This provision shall not prohibit the use of any mill set up temporarily and used in conjunction with the harvesting of trees under Section 5 above.
- 6.17 Off-Road Vehicles and Excessive Noise.** The operation of motorcycles, ATV's, dune buggies, snowmobiles, or any other type of motorized recreational vehicles, or the operation of other sources of compaction or erosion that could adversely and materially impact the Conservation Values of the Property; except that motorized recreational vehicles are allowed on driveways located within the driveway corridors shown on Exhibit B.
- 6.18 Camping.** Public or commercial camping on the Property.
- 6.19 Night Lighting.** The use of any continuous type of night lighting outside the Structures Areas on the Property. This restriction does not prohibit downward directed night illumination for safety.

## **7. REMEDIES.**

- 7.1 Dispute Resolution.** If a dispute arises between the Grantor and the Grantee concerning the consistency of any proposed action, activity, or use with the Purposes of this Conservation Easement, the parties shall meet together to discuss the dispute and attempt resolution as needed, but not later than fifteen (15) days after receipt of a written request for a meeting to resolve the problem. Thereafter, either party may refer the dispute to arbitration by request made in writing upon the other. Within thirty (30) days of receipt of such a request, the parties shall select a single arbitrator to hear the matter. If the parties are unable to agree on the selection of the

arbitrator, then the presiding judge of San Juan County Superior Court shall appoint one. The matter shall be settled in accordance with chapter 7.04A RCW or the state arbitration statute then in effect, and a judgment on the arbitration award may be entered in any court having jurisdiction thereof. The prevailing party shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for all its costs and expenses, not including attorneys' fees, related to such arbitration which shall be determined by the arbitrator and any court of competent jurisdiction that may be called upon to enforce or review the award. Each party shall be responsible for its own legal fees. The parties agree not to proceed with the proposed action, activity, or use pending resolution of the dispute.

## **7.2 Grantee's Action.**

**7.2.1 Injunctive Relief.** Irrespective of any other remedies provided for Grantee, Grantee may, following reasonable written notice to Grantor, institute suits or actions to enjoin any violation by Grantor of this Conservation Easement by injunction, including prohibitory and/or mandatory injunctive relief, and to require the restoration of the premises to the condition and appearance required under this Conservation Easement.

**7.2.2 Restoration.** Should any person or entity, including Grantor, its heirs, successors or assigns, undertake any activity in violation of the terms of this Conservation Easement, Grantee shall have the right to force the restoration of that portion of the Property affected by such activity to the condition that existed prior to the undertaking of such unauthorized activity. In such case, the costs of such restoration and the Grantee's expenses shall be borne by Grantor or those of its heirs, successors, or assigns against whom a judgment is entered, or, in the event that the Grantee secures redress without initiating or completing a judicial proceeding, by Grantor or those of its heirs, successors, or assigns who are otherwise determined to be responsible for the unauthorized activity.

**7.2.3 Damages.** Grantee shall be entitled to recover damages for violation of the terms of this Conservation Easement or injury to the Conservation Values, including, without limitation, damages for the loss of environmental, aesthetic or scenic values. Without limiting Grantor's liability in any way, Grantee, in its sole discretion, may apply any damages it recovers to the cost of undertaking corrective or restorative action on the Property.

**7.2.4 Immediate Action Required.** If Grantee, in its sole and absolute discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values, Grantee may pursue its remedies under this Section 7 without prior notice to Grantor.

**7.3 Acts Beyond Grantor's Control.** Notwithstanding any other provisions in this Conservation Easement, nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor to abate, correct or restore any condition on the Property or to recover damages for any injury to or change in the Property resulting from causes beyond Grantor's control, including, but not limited to, fire, flood, storm, insect infestation, or earth movement; actions taken by third parties not connected to Grantor (such as trespassers); or from prudent actions taken by Grantor under emergency conditions to prevent, abate or mitigate significant injury to the Property resulting from such causes.

**8. SUCCESSION.** The benefits of this Conservation Easement shall be assignable but only to a qualified organization within the meaning of Section 170(h)(3) of the IRC which is organized or operated primarily or substantially for one of the conservation purposes specified in Section 170(h)(4)(A) of the IRC. Any assignment of benefits by the Grantee (or successors) must require the transferee to carry out the Purpose of this Conservation Easement. The Grantee shall notify the Grantor, in writing, at the Grantor's last known address, in advance of such assignment. If at any time it becomes impossible for the Grantee to ensure compliance with the covenants contained in this Conservation Easement and the Grantee has not named a successor or successor organization, or the Grantee shall cease to exist, then its rights and duties hereunder shall become vested in and fall upon the following-named entities provided that such entities accept this Conservation Easement and are then organizations meeting the requirements of Section 170(h)(3) of the IRC (or its successor statute), in the following order:

- (1) The Nature Conservancy, a District of Columbia non-profit corporation, having its principal office at 4245 North Fairfax Drive, Suite 100, Arlington, VA 22203;
- (2) Such other entity as may have been formed for purposes similar to The San Juan Preservation Trust, constituting a "qualified organization" within the meaning of the Internal Revenue Code of 1986 (or its successor provision).

Provided that if such vesting in the entities named above is deemed to be void under the Rule against Perpetuities, then the rights and obligations under this Conservation Easement shall vest in such organization as a court of competent

jurisdiction shall direct, pursuant to the applicable Washington law and the IRC (or corresponding provision of any future statute) and with due regard to the Purposes of this Conservation Easement, including, but not limited to, the Conservation Values of the Property.

**9. TAXES AND EXPENSES.**

**9.1 Property Taxes.** Grantor agrees to pay any and all real property taxes and/or assessments levied by competent authority on the Property. If Grantee is ever required to pay any taxes or assessments on its interest in the Property, Grantor shall reimburse Grantee for the same.

**9.2 Cost of Maintenance.** Grantor shall bear all the costs of maintenance of the Property. Grantee has no obligation for maintenance of the property.

**9.3 Release of Hazardous Substances.** If, at any time, there occurs, or has occurred, a release in, on, or about the Protected Property of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic or dangerous to the air, water or soil, or in any way harmful or threatening to human health or environment, Grantor agrees to take all steps necessary and required under federal, state or local law to assure its containment and remediation, including any cleanup that may be required under federal, state or local law, and to indemnify and hold Grantee harmless there from, unless the release was solely caused by Grantee, in which case Grantee should be responsible for remediation in accordance with all applicable laws.

**10. PROPORTIONATE VALUE; EMINENT DOMAIN.**

**10.1 Valuation.** The Grantor and the Grantee agree that the conveyance of the Conservation Easement gives rise, for purposes of this Section 10, to a property right immediately vested in the Grantee, with a fair market value that is equal to the proportionate value that the Conservation Easement, bears to the value of the Property (excluding the value of buildings and other improvements). Nonetheless, and except as provided in Section 10.2 below, if a change in conditions surrounding the Property makes impossible or impracticable the continued use of the Property for conservation purposes, and gives rise to extinguishment of this Conservation Easement by judicial proceedings, the Grantee, on a subsequent sale, exchange or involuntary conversion of the Property, shall not be entitled to a portion of the proceeds.

**10.2 Eminent Domain.** If ever all or part of the Property is taken in exercise of eminent domain by public, corporate, or other authority so as to abrogate



the restrictions imposed by this Conservation Easement, the Grantor and the Grantee shall join in appropriate actions at the time of such taking to recover the full value of the taking and all incidental or direct damages resulting from the taking. All expenses reasonably incurred by the Grantor and the Grantee in this action shall be paid out of the recovered proceeds and the proceeds remaining after the payment of such expenses shall be allocated as follows: Grantor and Grantee agree to jointly commission and pay for an appraisal to establish the proportionate value of the Conservation Easement in accordance with section 10.1 above and Grantee shall be entitled to a portion of the proceeds equal to the proportionate value of the Conservation Easement at such time.

11. **HOLD HARMLESS.** Grantor shall hold harmless, indemnify, and defend Grantee and its members, directors, officers, employees, agents, and contractors and the heirs, personal representatives, 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 attorneys' fees, arising from or in any way connected with: (1) a tort claim of bodily injury, personal injury or property damage that occurs on the Protected Property, except to the extent caused by the willful or negligent acts of any of the Indemnified Parties; (2) the obligations on Grantor specified in paragraphs 9.1 and 9.2; (3) the violation or alleged violation by Grantor of, or other failure to comply with, any state, federal or local law, regulation or requirement, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 USCA §§9601 *et seq.*) ("CERCLA"), the Washington State Model Toxics Control Act, chapter 70.105D RCW ("MTCA") or any successor or related law, by any person other than any of the Indemnified Parties; (4) the presence or release in, on, or from the Property, at any time, of any substance now or hereafter defined, listed or otherwise classified pursuant to any federal, state or local law, regulation or requirement as hazardous, toxic or polluting to the air, water or soil, or in any way harmful or threatening to human health or the environment, unless caused solely by any of the Indemnified Parties; and (5) the existence or administration of this Conservation Easement.
12. **ENVIRONMENTAL LIABILITY.** Grantor is solely responsible and Grantee has no responsibility whatsoever for the operation of the Property or the monitoring of hazardous and other conditions thereon. Notwithstanding any other provision of this Conservation Easement to the contrary, the parties do not intend, and this Conservation Easement shall not be construed, such that: (1) it creates in the Grantee the obligations or liabilities of an "owner" or "operator" as those words are defined and used in the environmental laws, including without limitations the CERCLA, MTCA or any successor or related law; or (2) it creates in the Grantee

obligations or liabilities of a person described in 42 U.S. Code §9607(a)(3), RCW 70.105D.040 or any successor or related law. The term "environmental laws" includes, without limitation, any federal, state, local, or administrative agency statute, regulation, rule, ordinance, order, or requirement relating to environmental conditions or hazardous substances.

13. **COVENANTS.** It is the express intent of the Grantor and Grantee that the provisions of this Conservation Easement shall run with the land and burden title to the Property in perpetuity, and shall be binding upon and inure to the benefit of the heirs, successors, and assigns of the parties hereto.
14. **"GRANTOR" - "GRANTEE".** The terms "Grantor" and "Grantee", wherever used in this Conservation Easement, and any pronouns used in place thereof, shall be held to mean and to include, respectively the above-named Grantor, and heirs, successors, personal representatives, and assignees of said Grantor, and each of them, and the above-named Grantee, its successors and assigns.
15. **SEVERABILITY.** In the event that any provision of this grant or the application thereof to any person or circumstance shall be determined to be invalid or unenforceable, the remainder of the provisions hereof, and the application of such provisions to persons or circumstances other than those as to which it is determined to be invalid, shall not be affected thereby.
16. **SUBSEQUENT TRANSFERS; NO MERGER.**
  - 16.1 **Binding Effect.** Grantor agrees to incorporate the terms of this Conservation Easement in any deed or other legal instrument by which they divest themselves of any interest in all or a portion of the Property, including without limitation, a leasehold interest, and shall notify Grantee in writing of any transfer within five business days after closing. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of this Conservation Easement or limit its enforceability in any way.
  - 16.2 **Merger of Title.** In the event that Grantee acquires the fee title to the real estate covered by this Conservation Easement, it is the intent of the parties, both Grantor and Grantee, that no merger of title shall take place which would merge the restrictions of the Conservation Easement with fee title to the Property and thereby eliminate them, as the parties intend that no such merger take place and that the restrictions on the use of the real estate, 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 Property and that merger, which would eliminate such restrictions, shall not take place.

**17. NOTICES.**

- 17.1 Means of Notice.** All notices required or permitted to be given under the terms of this Conservation Easement shall be in writing, sent as registered or certified mail or other courier providing reliable proof of delivery, and addressed as set forth below:

To Grantor (Land Bank):

The San Juan County Land Bank  
350 Court St. #6  
Friday Harbor, WA 98250

To Grantor (the Coffelts):

Vern & Sidney Coffelt  
1071 Crow Valley Road  
Eastsound, WA 98245

To the Grantee:

The San Juan Preservation Trust  
Box 327  
Lopez Island WA 98261

Either Grantor or Grantee may, by proper notice to the other, designate another address for the giving of notices. All notices shall be deemed given on the third day following the day the notice is mailed in accordance with this Section 17.

- 17.2 Prior Notice and Approval.** The purpose of notice and approval is to afford Grantee an opportunity to ensure that the activities or uses in question are designed and carried out in a manner consistent with the Purposes and terms of this Conservation Easement. Where notice to Grantee is required, Grantor shall describe in such notice 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 terms of this Conservation Easement and the Purpose thereof. Where Grantee's approval is required as provided in Section 5 above, Grantee shall have twenty (20) days from receipt of the notice to request additional information to evaluate the proposed activity. Where no additional information is requested, Grantee shall grant or withhold its approval in writing within forty-five (45) days of receipt of

Grantor's written request for approval. Where additional information is requested, Grantee shall grant or withhold its approval in writing within thirty (30) days from receipt of the additional information. Grantee's approval may be withheld only upon a reasonable determination by Grantee that the action as proposed would be inconsistent with the Purposes and terms of this Conservation Easement. If Grantee determines that the activity or use as contemplated by Grantor in its notice is not consistent with the Purposes and/or terms of the Conservation Easement, Grantee shall inform Grantor in writing of its determination and of any reasonable conditions that would make the activity or use in question consistent with the Purposes and terms of this Conservation Easement. When Grantee's approval is required, and when Grantee does not grant or withhold its approval in the time period and manner set forth herein, Grantor may conclusively assume Grantee's approval of the permitted use or activity in question, as described in Grantor's notice thereof.

- 17.3 Optional Notice and 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 its consistency with the Purposes and to provide comments thereon to Grantor. This subsection does not itself impose a requirement of prior approval of the activity described in any such notice; however, if Grantee does not provide written objections within forty-five (45) days after receipt of Grantor's notice, Grantee will be deemed to have approved of the proposed use or activity.
- 18. LIBERAL CONSTRUCTION.** Any general rule of construction to the contrary notwithstanding, this Conservation Easement shall be liberally construed in favor of the grant to effect the Purposes of this Conservation Easement and the policy and purpose of RCW 64.04.130 and chapter 84.34 RCW. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the Purposes of this Conservation Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.
- 19. AMENDMENTS.** Grantor and Grantee recognize that circumstances could arise that justify amendment of certain of the terms, covenants, or restrictions contained in this Conservation Easement, and that some activities may require the discretionary consent of the Grantee. To this end, the Grantor and Grantee have the right to agree to amendments and discretionary consents to this Conservation Easement without prior notice to any other party, provided that in the sole and exclusive judgment of the Grantee, such amendment or discretionary consent

further or is not inconsistent with the Purposes of this Conservation Easement. This Conservation Easement shall not be amended, modified, or terminated except in writing in a document signed by the Grantor and Grantee. Should the Property be owned by separate parties, the conservation easement as it pertains to one of the legal parcels may be amended without the consent of the owner of the other legal parcel. No amendment shall be allowed that would adversely affect the qualifications of this Conservation Easement or the status of the Grantee under any applicable laws. Any such amendment shall be consistent with the Purposes of this Conservation Easement, shall not affect its perpetual duration, shall not permit additional development other than development permitted by this Conservation Easement on its Effective Date and shall not permit any impairment of the significant Conservation Values of the Property. Any amendment shall be consistent with the Grantee's Conservation Easement Amendment Policy. Any such amendment shall be recorded in the land records of San Juan County of Washington. Nothing in this section shall require Grantor or Grantee to agree to any amendment.

20. **RECORDATION.** Grantee shall record this instrument in a timely fashion, in the Official Records of San Juan County, Washington, and other appropriate jurisdictions, and Grantee may re-record it at any time as may be required to preserve its rights in this Conservation Easement.
21. **GOVERNING LAW.** The interpretation and performance of this Conservation Easement shall be governed by the laws of the State of Washington.
22. **NO FORFEITURE.** Nothing contained in this Conservation Easement will result in a forfeiture or reversion of Grantor's title in any respect.
23. **ENTIRE AGREEMENT.** This instrument sets forth the entire agreement of the parties with respect to the Property and supersedes all prior discussions, negotiations, understandings or agreements relating to the Property, all of which are merged into this Conservation Easement. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment that complies with Section 19 above.
24. **TERMINATION OF RIGHTS AND OBLIGATIONS.**
  - 24.1 Notwithstanding anything contained in this Conservation Easement to the contrary, upon transfer of a party's interest in all or a portion of the Property, that party's rights and obligations under this Conservation Easement terminate to the portion transferred, except that liability for acts or omissions occurring prior to transfer shall survive transfer.



- 24.2 Notwithstanding any other provision of this Conservation Easement to the contrary, the rights and obligations under this Conservation Easement of each Grantor, and of each Grantor's respective successors and assigns, shall only be as to that Grantor's interest in any portion of the Protected Property, such that the rights retained under, and the obligations imposed by, this Conservation Easement shall not be joint and several.
25. **INTERPRETATION.** In this Conservation Easement, personal pronouns shall be construed as though of the gender and number required by the context, the singular including the plural, the plural including the singular, and each gender including other genders, all as may be required by the context and in a manner that provides the greatest protection for the Conservation Values. Wherever in this Conservation Easement the term "and/or" is used, it shall mean: "one or the other, both, any one or more, or all" of the things, events, persons or parties in connection with which the term is used.
26. **COUNTERPARTS.** This instrument may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same document, binding all of the parties hereto, notwithstanding all of the parties are not signatory to the original or the same counterparts. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.
27. **CAPTIONS.** The captions in this instrument have been inserted solely for convenience of reference and are not part of this instrument and shall have no effect upon construction or interpretation.
28. **EFFECTIVE DATE.** This Conservation Easement shall be effective as of the date of recording.

{SIGNATURE PAGE FOLLOWS}

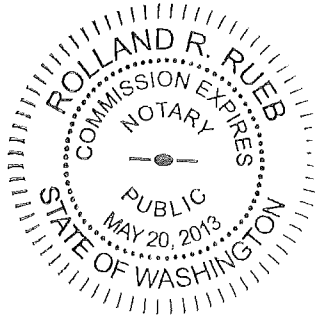
IN WITNESS WHEREOF, the undersigned Grantor has executed this instrument  
this 16 day of April, 2012.

Theodore Vern Coffelt  
**THEODORE VERN COFFELT**  
Sidney A. Coffelt  
**SIDNEY A. COFFELT**

State of Washington )  
 ) ss  
County of San Juan )

On this day, personally appeared before me **THEODORE VERN COFFELT  
AND SIDNEY A. COFFELT**, to me known to be the individuals described in and who  
executed the within and foregoing instrument, and acknowledged that they signed the same  
as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 16 day of April, 2012

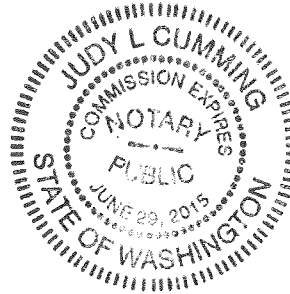


Rolland R. Rueb  
Notary Public in and for said state,  
residing at Eastsound  
My commission expires: May 20, 2013

IN WITNESS WHEREOF, the undersigned Grantor has executed this Conservation Easement this 18th day of April 2012.

SAN JUAN COUNTY

By [Signature]  
Its Director



STATE OF WASHINGTON )  
 ) ss  
COUNTY OF SAN JUAN )

On this 18th day of April 2012, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Lincoln Bormann, to me known to be the Director of the **SAN JUAN COUNTY LAND BANK**, the entity of **SAN JUAN COUNTY**, that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute the said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Judy L. Cumming  
Notary Public in and for said state, residing  
at Friday Harbor  
My commission expires: 6-29-2015  
Print Name: Judy L. Cumming

APPROVED AS TO FORM ONLY:  
SAN JUAN COUNTY PROSECUTING ATTORNEY  
RANDALL K. GAYLORD

BY: [Signature] 4/23/12  
JONATHAN W. CAIN DATE  
DEPUTY PROSECUTING ATTORNEY

THE SAN JUAN PRESERVATION TRUST does hereby accept the above Conservation Easement.

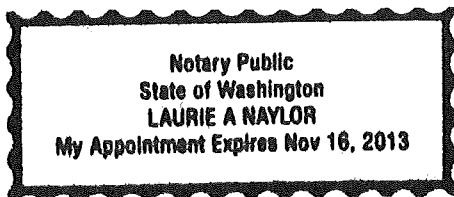
THE SAN JUAN PRESERVATION TRUST

By *Timothy Seifert*  
Its Executive Director

State of Washington )  
 ) ss  
County of \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that TIMOTHY SEIFERT is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the EXECUTIVE DIRECTOR of The San Juan Preservation Trust to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Given under my hand and official seal this 17TH day of APRIL, 2012.



*Laurie A Naylor*  
Notary Public in and for said state,  
residing at LOPEZ ISLAND, WA  
My commission expires: NOVEMBER 16, 2013

**EXHIBIT "A"**

**Legal Description of the Property**

Parcel "A":

The NW Quarter of the NE Quarter, Except that portion thereof in the NE Quarter of the NW Quarter of the NE Quarter, all in Section 27, Township 37 N. Range 2 West, W.M.

Situate in San Juan County, Washington

Parcel "B":

The NE Quarter of the NW Quarter of Section 27, Township 37 N. Range 2 West, W.M.

Situate in San Juan County, Washington

Parcel "C":

The South half of the NW Quarter; AND the NW Quarter of the NW Quarter, Except that portion thereof lying North and West of the County Road between Eastsound and West Sound, all in Section 27, Township 37 N. Range 2 West, W.M.

Situate in San Juan County, Washington

SUBJECT TO easements and restrictions of record.



**EXHIBIT "B"**

**Map of Property Protected by the Conservation Easement**

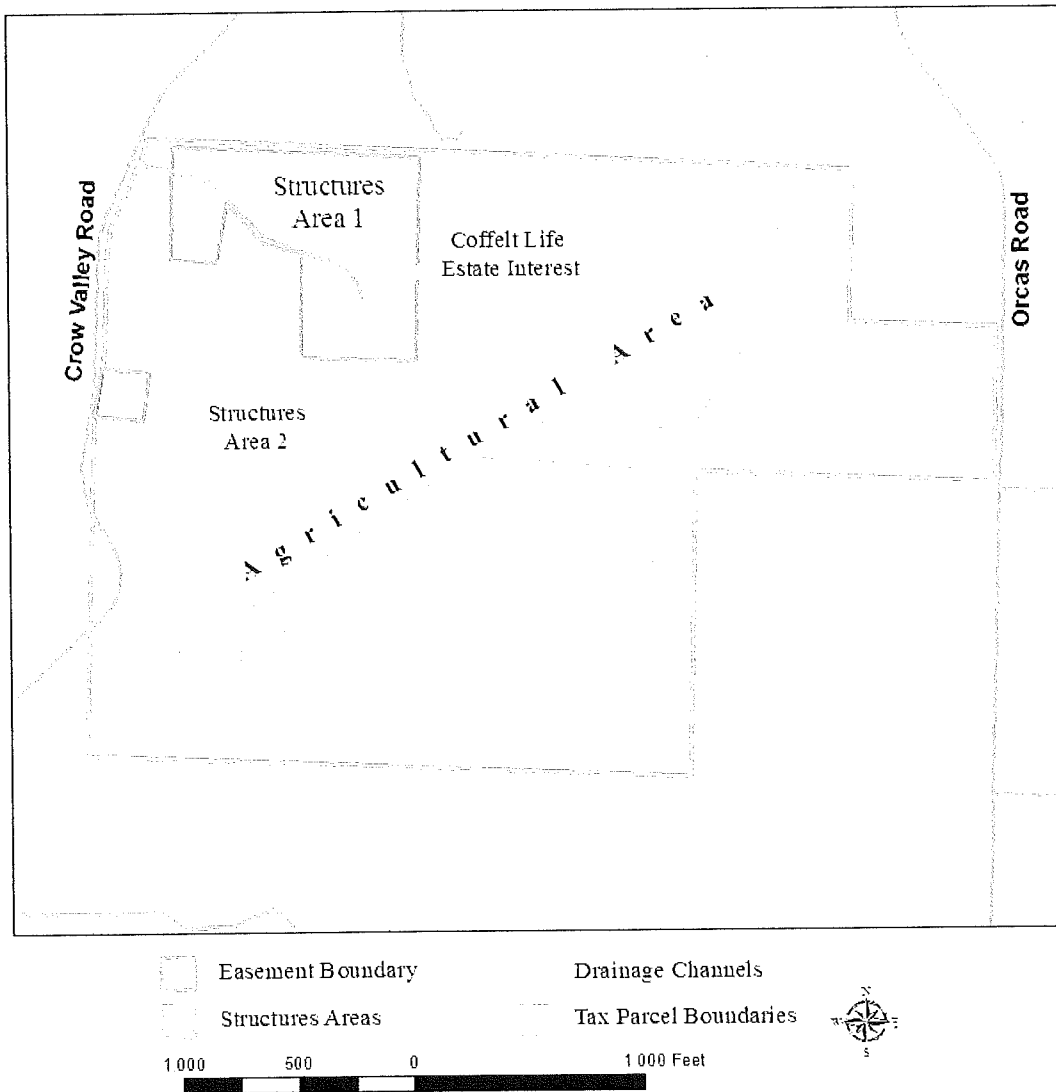
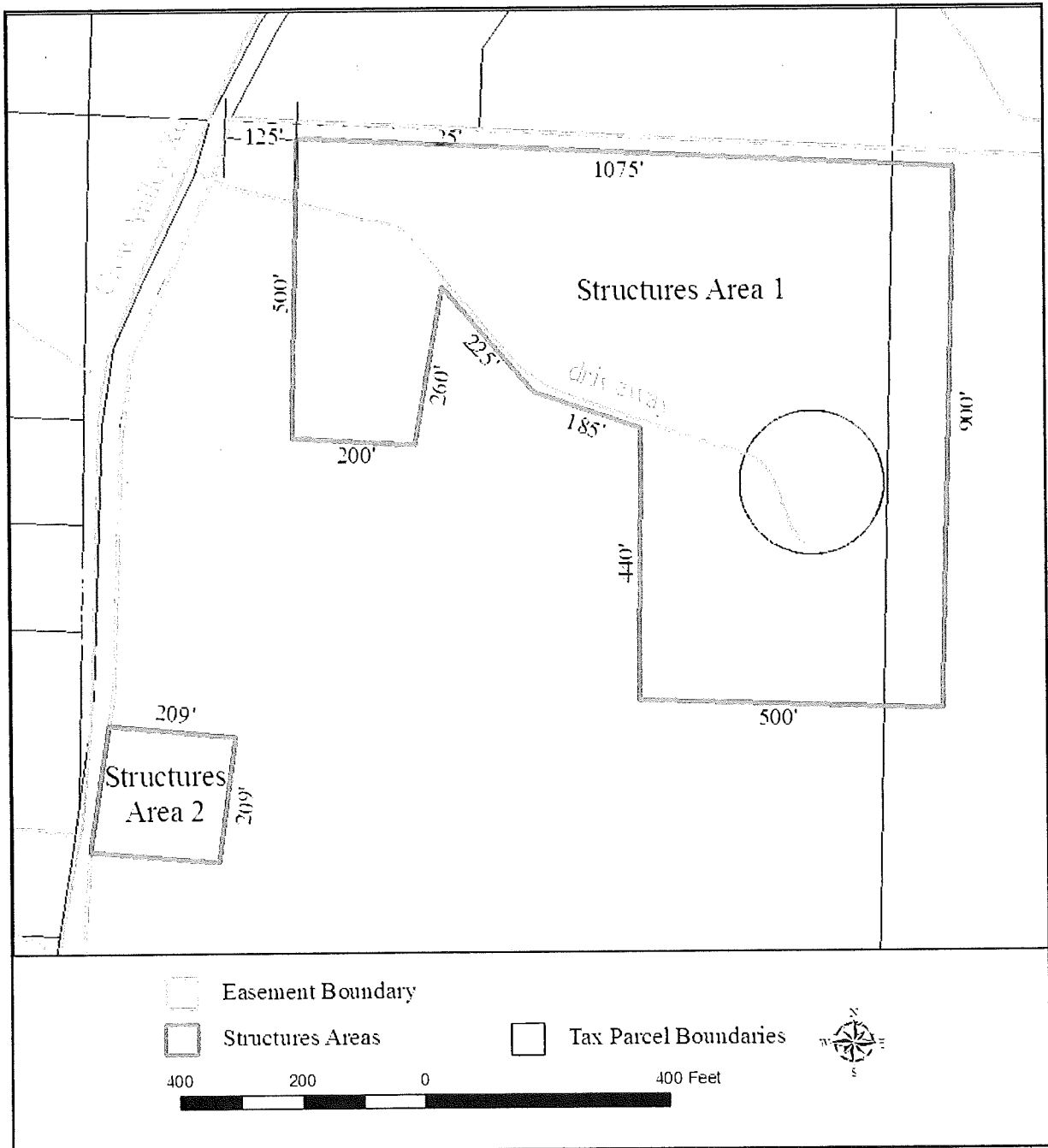


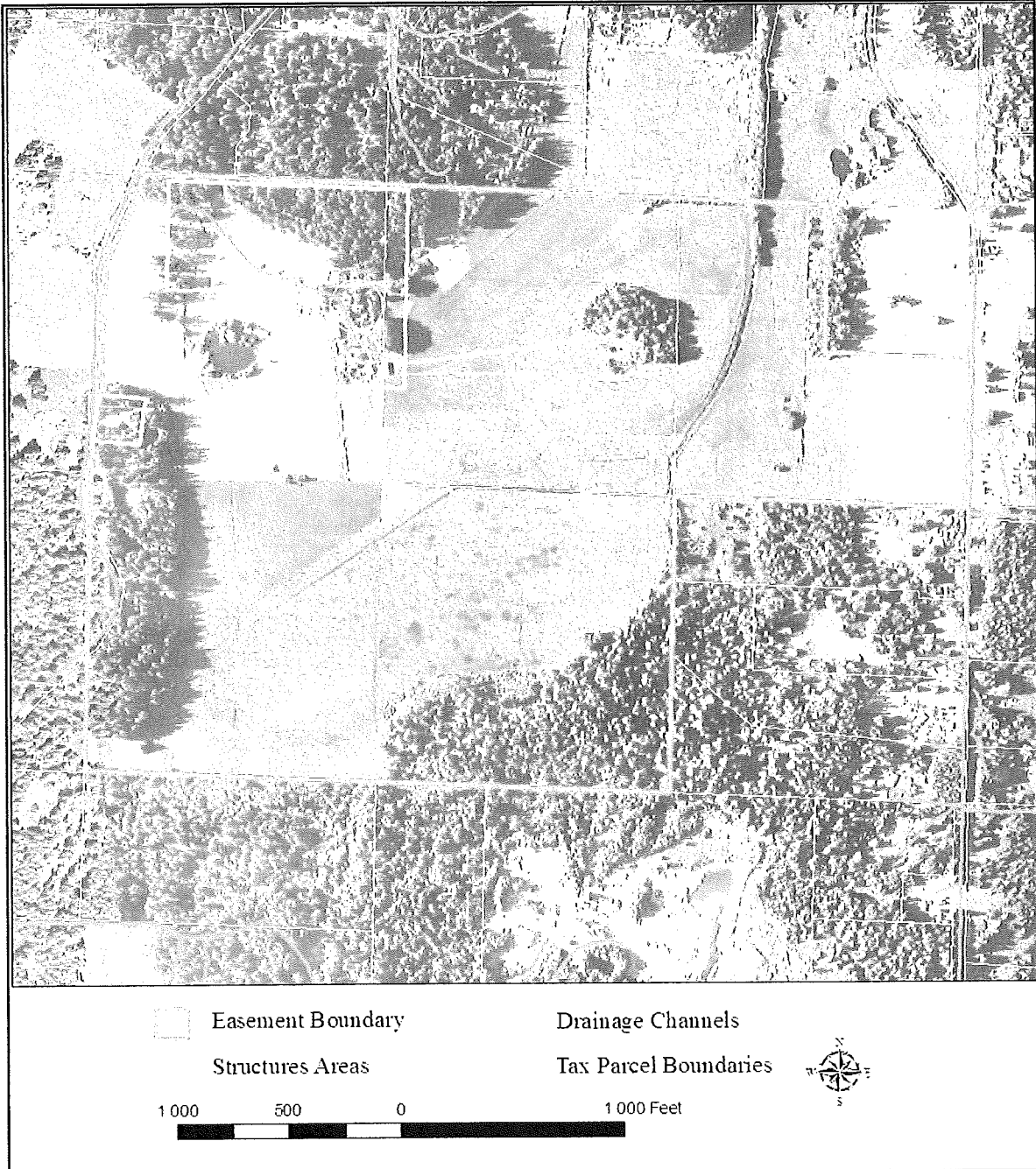
EXHIBIT "C"

Detailed Map of Structures Areas



**EXHIBIT "D"**

**Aerial Photo of the Property protected by this Conservation Easement**



## EXHIBIT "E"

### Conservation Easement Terms – Forest Management Guidelines

**Performance Goal:** The goal for any forest management of the Property is to enhance, restore and maintain through time the Puget Sound lowland, coastal Douglas-fir (western red cedar & western hemlock), mature native forest characterized by:

- A mix of dominant tree species including Douglas-fir, western hemlock and western red cedar, with associated species including grand fir, red alder, Pacific madrone, and big leaf maple;
- A multi-storied canopy of variable densities but generally with no less than 75% closure, allowing for gaps occurring due to natural disturbances, mortality and timber harvesting;
- A diversity of age classes and sizes – from seedlings to old growth trees – including an average of 20 dominant conifers 36" diameter at DBH or greater per acre, distributed throughout the forest area;
- Sufficient volumes of standing dead trees, down logs and large woody debris on the forest floor as is commonly found in late seral forests (Douglas fir, western redcedar and western hemlock) of western Washington.

**EXHIBIT "F"**

**Acknowledgement of Baseline Present Conditions Report**

Each of the undersigned Grantor and Grantee acknowledge that he/she has read the Baseline Present Conditions Report, dated April, 2012, and that the report accurately reflects the currently available baseline data regarding the condition of the Property subject to the Conservation Easement as of the Effective Date of the Conservation Easement.

**SAN JUAN COUNTY**, a political subdivision of the state of Washington, acting by and through the San Juan County Land Bank

By: [Signature]  
Its Director  
Date: 4-18-12

**THEODORE VERN COFFELT**, a married man

Theodore Vern Coffelt  
Date: 7/16/2012

**SIDNEY COFFELT**, a married woman

Sidney Coffelt  
Date: 4/16/12

**SAN JUAN PRESERVATION TRUST**, a Washington nonprofit corporation

By: Debra Clann  
Its Director of Conservation  
Date: 05-15-12