

AGENDA
San Juan County Conservation Land Bank Commission

Members of the public may participate in person at:
The Lopez Island Family Resource Center
23 Pear Tree Lane, Lopez Island WA 98261
join virtually by [CLICKING HERE](#)
or by phone @ (253)205-0468 Meeting ID: 864 2185 5108

November 15, 2024

8:30am	Convene
8:30	General Public Comment Period
8:40	Approve October 18, 2024 Meeting Minutes
8:45	Partner Update – San Juan Preservation Trust
8:50	Council Update – Christine Minney
8:55	Chair and Commissioners Reports <ul style="list-style-type: none">• Committee for Nomination of Officers
9:10	Renew Our Land Bank Report
9:30	Outreach/Communications Report – Tanja Williamson
9:40	Break
9:50	Directors Report <ul style="list-style-type: none">• Annual Retreat Topics• False Bay Creek Preserve Mitigation
10:20	Stewardship Report <ul style="list-style-type: none">• Consensus Approval of Watmough Bay Management Plan
10:40	Future Agenda Items
10:50	2 nd Public Comment Period
11:10	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”

Summary of Values of Land Bank Purchases

Number of Purchases / Donations	Appraised Value of Purchases 1990-2022	Land Bank Expenditures	Partner Expenditures	Non-acquisition partner contributions	Donations of Property	Land Bank Assists on Other Projects
68 / 7	\$87.6M	\$49M	\$33.5M	\$1.9M	\$7.5M	\$12.4M
Total Purchase Price	\$82.9M		Total Partner Contributions: \$53M			
Number of CE Purchases / Donations	Appraised Value of Purchases 1990-2022	Land Bank Expenditures	Partner Expenditures		Donations of CEs	
33 / 15	\$10.7M	\$7M	\$1.8M	n/a	> \$5M est.	
Total Appraised Value LB Projects: \$98.3M*		Total Appraised Value All Projects: \$109.4M*				
Total LB Expenditures: \$56M		Total Partner Contributions All Projects: \$62.1M				

*Does Not Include CE Donation Value

7-15-24

STEWARDSHIP & OUTREACH REPORT

NOVEMBER 2024

OVERVIEW

There is a swell of gratitude for the community's showing of support for the Conservation Area Real Estate Excise Tax, and for our continued, collective ability to protect and enhance the local environment. Staff also share a deep sense of appreciation for all the service that Cedar Charnley and Mary Gropp, our seasonal field assistants, provided throughout the summer. They aren't often in the spotlight for their efforts, but their dependable talent was critical to the success of many projects across Orcas and Lopez.

Seasonal endeavors associated with this time of year include annual monitoring of preserves and conservation easements, and ecological enhancements like thinning, burning, and planting. Staff have kept busy this past month with all the above as well as with removing limbs and trees, downed by high winds and wet weather, from roads and trails. You can be sure that while they are out and about, staff are also admiring the abundance of freshwater and fungi, the gilded leaves of bitter cherry, maple and aspen, and the grace of trumpeter swans, and that these occurrences across Conservation Land Bank preserves are most often shared while in the company of our many, supporting partners (Photos 1-2).

OUTREACH

Staff: Tanja Williamson

Brainstorming and planning are at the forefront this month as the winter weather creeps in and outdoor events slow. Tanja is reviewing 2024's outreach calendar in preparation for 2025 and hopes to expand the Art on Preserves and Nature Rx series to Orcas and Lopez. The Land Bank hosted its 13th Community Conversation, Ornithologist (and painter) Kim Middleton wowed a group of birders during a guided walk at Crescent Beach Preserve, and the [fall newsletter](#) dropped on Halloween (Photo 3). Tanja's attention is now on the end of year "Top 10 Highlights" email and logistics for the annual retreat in December.

SALISH SEEDS NURSERY

Staff: Eliza Habegger, Margo Thorp

November is a rewarding time to work at the nursery, as Land Bank staff, partner organizations, and other native plant enthusiasts pick up their special orders of plugs, bulbs and seeds. This year, plant materials from the Salish Seeds Nursery are finding homes on at least eight Land Bank preserves, including Turtleback Mt., Cady Mt., Kellett Bluff, Mt. Grant, Beaverton Marsh, North Shore, Frazer Homestead, and Watmough Bay. A major partner this year is Washington State's Department of Natural Resources. They purchased 12,000 plugs for habitat restoration at Cattle Pass on San Juan Island. You might also notice Salish Seeds plants soon at the Orcas ferry landing, a San Juan County Public Works project, or hear about their use by the San Juan Preservation Trust in restoring and creating habitat for rare species such as the island marble butterfly and golden paintbrush.

As mature plugs are picked up and leave the nursery, staff is busy filling the space with newly seeded containers, that will overwinter and germinate in very early spring. An end-of-the-year major weeding and clean-up is underway. Seed is being labelled, inventoried, and put into cold, dry storage for use in the future. We are grateful to have the assistance of an Islands Conservation Corps (ICC) intern, Ani Henry, with these tasks during the months of November and December. She's working 8 hours a week while learning about native plant propagation.

DISTRICT 1

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

Beaverton Marsh: Charlie and SJPT Ben Hallowell discovered and retrieved an abandoned moped. Charlie continues to work with the Grange on agricultural infrastructure.

Cady Mountain: ICC members and staff continue to work on oak restoration efforts. The ICC also received professional chainsaw training and certification from outside agencies on site, which provided additional project work at no cost to the Land Bank (Photo 4).

Deadman Bay: The annual pump-out of restroom was completed.

False Bay Creek: Researchers from Yale University have initiated the implementation of an Advanced Rock Weathering pilot project. Approximately 10 tons of basalt dust was spread over one acre, and the researchers will monitor soil nutrients and carbon.

Frazer Homestead: A small herd of cattle continue to graze in the northern pastures, but they will soon be pulled off for the winter.

Kellett Bluff: For two days, staff worked alongside members of the ICC and the Samish Department of Natural Resources for two days. The workforce of approximately 22 people burned piles, and then planted native plants and seeds into the charcoal-rich burn scars. The transportation, gear, and crew logistics for so many were complex but executed seamlessly. Neighboring landowners provided use of a mooring buoy and overland access which greatly contributed to the success (Photos 5-7).

King Sisters: OPALCO completed utility work within the right-of-way and did a good job minimizing impacts to the Preserve's hedgerow.

Limekiln: Washington Department of Fish and Wildlife (WDFW) sent a formal request for collaboration on mitigating the introduction of invasive Northern pike. The request did not detail any public process but reiterated a request to drawdown the reservoir. A response has been drafted requesting WDFW to work with staff and engage in a public process.

Mount Grant: Hunting season closed at the end of October, and at least two deer were harvested from the designated area this year. ICC assisted with prepping for burning, tidying and papering piles. The crew will also use experience burning piles as the field portion of their wildland fire certification. This training is a modification of traditional certifications and geared towards the unique needs of prescribed fire rather than fire suppression.

Zylstra Lake: Contractors recently repaired an access road, mowed difficult areas around the dams, and removed old fencing. The old, dilapidated pumphouse at the lower dam will soon be removed, as recent tests did not detect lead paint or asbestos. Pumps and other related equipment from the outbuilding will be salvaged and assessed. Natural inflow to the upper reservoir initiated the latter part of October and the reservoir was fully recharged within 10 days. The Conservation District has prepared soil and seeded approximately ¼ acre for a small pasture prairie trial. A large grand fir fell across the trail and a fence. Volunteers Shona Aitken and Ross Lockwood assisted with clearing it and enjoyed the sight of swans returning to the upper lake.

DISTRICT 2

Staff: Peter Guillozet, Tyler Goodman, Mary Gropp

Coffelt Farm: A vehicle strayed off Orcas Road and damaged a portion of the field fencing. There were no injuries, and staff are working with the Lums to plan repairs (Photo 8).

Coho: A recent [Seattle Times article](#) detailed challenges with the sale of Rosario Resort, and as a follow-up Peter scheduled a mid-November meeting with Orcas Water Holdings, a water rights owner for Cascade Creek. This is part of the ongoing effort to utilize successful grants to secure additional flow for Cascade Creek salmonids.

Crescent Beach: Erin and local bird expert Kim Middleton led a well-attended bird walk. On the walk, they spoke about important habitat features for a variety of species and highlighted some of the changes anticipated to come in 2025 associated with the DNR-funded thinning project.

Judd Cove: Following complaints from a neighbor, Tyler installed new signage to discourage recreationalists from trespassing beyond the southern boundary to access the waterfall that empties into the cove.

North Shore: Staff continue to receive positive reviews from visitors. To date, the SMP has had one public comment in support of managed deer hunting. Wetland planting is ongoing, and various partners including the ICC crew, Blackcap Restoration, and community volunteers are helping with the effort. Recent heavy rains have filled the wetlands quicker than was expected (Photos 9-10).

Turtleback: Members of the Washington Trails Association joined for several days to refine the layout of the future south trail and to re-work an eroding section near Ship Peak. Tyler led several days of forest thinning and pile burning with help from the Samish DNR crew, Blackcap Restoration, and the ICC (Photo 11). Samantha Martin and a colleague from Ecostudies Institute joined staff in a day of blackberry management; this work is part of a small USFWS grant focused on enhancing Garry oak habitat for *Propertius duskywing* butterflies and other oak-dependent species.

DISTRICT 3

Staff: Amanda Wedow, Cedar Charnley

A mild fall resulted in the need to continue trail mowing at Hummel Lake, Fisherman Bay Spit and Weeks Wetland. Other site maintenance completed includes storm debris cleanup, trail brushing, and wrapping up lingering summer projects and weed work.

Channel: The access road, Meadow Lane, was graded and graveled, and annual monitoring was completed.

Lopez Hill: Hunting season closed on the Preserve at the end of October. The Land Bank had 55 inquiries for written permission to hunt this year.

Upright Head: Annual monitoring was performed here and elsewhere -- Spencer Spit, Hummel Lake, and Watmough Bay – and the gate was temporarily replaced (Photo 12).

Watmough Bay: The SMP received one comment related to tidelands and is now ready for formal CLB Commission approval. Staff continue to work with RCO on grant requirements for the headland and are preparing for several onsite projects. The contract for removal of the sport court was awarded to Lopez Sand and Gravel. This project will remove an old asphalt pad and bring in soil to restore a more natural grade. The area will be replanted during a work party on 11/22. Concurrently, staff will work on replacing the steps to the beach. Cedar will work his last remaining hours on these projects, and Erin supported a partnership effort with BLM and WDFW to promote safety during hunting season by staffing the trailhead kiosk (Photo 13).

Photos



Photo 1. The CLB holds a conservation easement on a portion of SJPT's Point Disney Preserve on Waldron Island.



Photo 2. Linnea and Erin tour a conservation easement area where DNR cost-share funds supported removal of scotch broom on the Waldron Community Land Trust.



Photo 3. Kim Middleton leads a walk and shares the importance of various habitat features for birds at Crescent Beach Preserve.



Photo 4. A black-tailed deer feasts on a windthrown willow at Cady Mountain Preserve.



Photos 5-6. The Samish DNR and ICC members burn piles at the Kellett Bluff Preserve



Photo 7. Margo joins other LB staff and Samish DNR to plant plugs from the nursery at the Kellett Bluff Preserve.



Photo 8. A vehicle crashed into the perimeter fence at Coffelt Farm Preserve.



Photo 9. New wetlands fill with freshwater in location of former inn at North Shore Preserve.



Photo 10. ICC crew members plant sedges and rushes at North Shore Preserve.



Photo 11. Tyler led several days of thinning and burning with help from the Samish DNR crew, Blackcap Restoration, and the ICC on Turtleback Mountain Preserve.



Photo 12. A temporary fix for the gate replacement at Upright Head Preserve.



Photo 13. A quiet scene, aside from Virginia rails calling in the nearby wetland reeds, at Watmough Bay Preserve.

Document Title(s):

MEMORANDUM OF UNDERSTANDING

WETLAND MITIGATION AREA AGREEMENT

Grantor: San Juan County, Acting Through San Juan County Land Bank

Grantee: San Juan County

Tax Parcel Number: 352814001000

Legal Description SE-NE EX CO RD TGW CONSERVATION ESMT
Sec 28, T 35N, R 3W

Additional Legal Description: See Exhibit [fill in], Exhibit [fill in], and Exhibit [fill in]

WETLAND MITIGATION AREA AGREEMENT

This Wetland Mitigation Area Agreement (“Agreement”) is entered into on the ____ day of _____, 2025, by **San Juan County**, acting through the **San Juan County Land Bank** (“Grantor”), and **San Juan County**, a political subdivision of the state of Washington (“Grantee”).

1. BACKGROUND

CRP 0113030 Douglas Road/Bailer Hill Road Improvements Project (“Project”) provides for the construction and realignment of 1.3 miles of roadway beginning at Douglas Road MP 3.15 and ending at Bailer Hill Road MP 4.45. The Project aims to eliminate horizontal and vertical sight distance issues, raise the elevation of Bailer Hill Road to eliminate seasonal flooding from overtopping the road, add 4ft paved shoulders to both lanes, and construct a Radial-T intersection leading into The Oaks housing development.

The Project will result in unavoidable impacts to roadside wetlands (0.147 acres) and buffer areas (0.181 acres) and will require 1.47 acres of wetland enhancement to compensate. A wetland delineation and mitigation plan (“Wetlands Report”) was prepared for the Project by Northwest Ecological Services of Bellingham, WA at the request of the Grantee. The Wetlands Report is intended to serve as an objective, though nonexclusive, information baseline for monitoring compliance with the terms of this Agreement.

2. FALSE BAY CREEK PRESERVE

Grantor is the sole owner in fee simple of TPN 352814001000 (“Mitigation Property”), legally described in Exhibit A-1, which consists of approximately 40.06 acres of land located in San Juan County, Washington. The Mitigation Property, also known as the False Bay Creek Preserve, was established in 2008 to protect and restore the False Bay Creek watershed, wetland habitats, and agricultural land. The Mitigation Property possesses natural, open space, and ecological values that are of great importance to Grantor, Grantee, the people of San Juan County and the people of the state of Washington. A conservation easement exists on the Property which will preserve the biological and ecological functions in perpetuity.

3. AGREEMENT

Grantee desires to establish a Wetland Mitigation Agreement on a portion of the Mitigation Property, legally described in Exhibit A-2 (“Mitigation Site”). It is the purpose of this Agreement to ensure that the Mitigation Property will be retained as a natural, functioning

wetland, wetland buffer, agricultural land, and non-wetland open space and to prevent any use of the Mitigation Property that will impair or interfere with the current uses.

Grantor has reviewed the Wetlands Report and approved the species and quantities of vegetation in the mitigation plan. Grantor and Grantee agree that to the best of their knowledge the Wetlands Report is a complete and accurate description of the Mitigation Property, current use and state of improvement.

The parties agree that the proposed improvements to the Mitigation Site detailed in the Wetlands Report are consistent with the ecological values of the Mitigation Property and the terms and conditions of the conservation easement. Grantor and Grantee intend that this Agreement will confine the use of the Mitigation Site to such activities as are consistent with the purpose of this Agreement. Any activity on or use of the Mitigation Site inconsistent with the purpose of this Agreement is prohibited.

4. RIGHTS AND OBLIGATIONS OF GRANTEE

- a) Grantee shall purchase and install the agreed upon quantities and species of vegetation specified by the Wetlands Report and approved by the Grantor. Grantee will also provide the labor for plant installation.
- b) Grantee shall comply with all elements of 'Section 6 – Mitigation' of the Wetlands Report. Tasks may include survey, site preparation, removal of invasive non-native riparian vegetation, replacement of dead or dying planted species, removal of extraneous trash or foreign debris, implementation of erosion controls if erosion is identified during routine annual inspections, bank stabilization, installation of large woody debris and other activities associated with wetland restoration, construction and enhancement within the Mitigation Site.
- c) Grantee shall take appropriate measures to ensure the site is compliant with all permit requirements set forth by Federal, State, and Local agencies. A certified wetland biologist will be hired by the Grantee to monitor and evaluate the Mitigation Area and produce annual monitoring reports detailing their findings.
- d) Grantee shall complete mitigation planting efforts within twelve (12) months of issuance of Notice of Completion to the contractor of CRP 011303 Douglas Road/Bailer Hill Road Improvements Project. Per the Wetlands Report, plant installation will take place during the dormant season, between October 15th and April 1st. Bare root plants will be installed between December 1st and March 15th.
- e) Grantee shall provide Grantor a one (1) week notice prior to plant installation. After installation, reasonable notice shall be given to Grantor when Grantee visits the Mitigation Property for monitoring or maintenance purposes. These visits shall be made

during reasonable hours except in cases where Grantee determines that immediate entry is required to prevent, terminate, or mitigate a violation of this Agreement.

- f) Grantee shall purchase and install deer exclusion fencing around the plantings. The fence shall be constructed of fencing material acceptable to the Grantor with a minimum height of seven (7) feet and shall run around the perimeter of the Mitigation Property or as acceptable to Grantor. Grantee will remove and dispose of the deer exclusion fencing if requested by the Grantor after vegetation is established. Grantee shall remove and dispose of the existing livestock exclusion fencing.
- g) Grantee will monitor and maintain the vegetation for ten (10) growing seasons. If all said state and federal performance standards are satisfied by the end of the tenth full growing season, no further maintenance activity by the Grantee will be required, except as referenced below. The constructed wetland is expected to maintain itself through natural vegetative succession and natural wetland hydrologic functions; *provided, however*, if the constructed wetlands require additional maintenance after the end of the tenth growing season, through no fault of Grantor, such additional maintenance shall be provided by Grantee.
- h) Grantee shall coordinate with Grantor in the formulation of a Contingency Plan if there is a significant problem with the site achieving its performance standards, in addition to other requirements listed in Section 6.3.5 of the Wetlands Report.

5. RESPONSIBILITIES OF GRANTOR NOT AFFECTED

Other than as specified herein, this Agreement is not intended to impose any legal or other responsibility on the Grantee, or in any way to affect any existing obligation of the Grantor as owner of the Mitigation Property. This shall apply to:

- a) *Taxes.* The Grantor shall continue to be solely responsible for payment of all taxes and assessments levied against the Property.
- b) *Control.* Nothing in this Agreement shall be construed as giving rise to any right or ability in Grantee to exercise physical or managerial control over the day-to-day operations of the Mitigation Property, or any of Grantor's activities on the Mitigation Property

6. MODIFICATION & TERMINATION OF AGREEMENT

This Agreement may be modified by agreement of the parties, provided that any such amendment shall be consistent with the purpose of the Agreement and shall not affect its duration. All modifications shall be in writing and signed by both parties.

If Grantor and Grantee determine that conditions on or surrounding the Mitigation Property change so much that it becomes impossible to fulfill any of the Wetland purposes of the Agreement, the parties may terminate in whole or in part the Agreement created by this Agreement.

7. PROHIBITED USES

Any activity on or use of the Mitigation Property inconsistent with the purpose of this Agreement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited on the Mitigation Property, except to the extent specifically authorized by this Agreement:

- a) *Construction and Improvements.* The placement or construction of any permanent or temporary buildings, structures, or other improvements, including, without limitation, utilities, septic systems, communication lines, or storage tanks, with exception of the deer exclusion fencing detailed in Section 4e.
- b) *Paving and Road and Trail Construction.* The paving or covering of any portion of the Mitigation Property with concrete, asphalt, gravel, crushed rock, wood shavings or any other paving or surfacing material or the construction of a road or trail.
- c) *Surface Alteration.* Any alteration of the surface of the land, including the excavation or removal of soil, sand, gravel, rock, peat, or sod, other than alteration performed as part of the wetland construction and maintenance authorized herein.
- d) *Soil Degradation and Water Pollution.* Any use or activity that causes or is likely to cause significant soil degradation or erosion or significant depletion or pollution of any surface or subsurface waters.
- e) *Wetlands.* Any activity on the Property that negatively changes, disturbs, alters or impairs the plant and animal habitat, ecological value or scenic qualities of a wetland or wetland buffer. These prohibited activities include without limitation artificially draining water into or out of a wetland; grading, filling or compacting wetland soils, and application of biocides except when determined by the Grantee to be necessary for the eradication of invasive non-native plant species and such application is by the narrowest spectrum, least persistent material appropriate for the target species.
- f) *Alteration of Ponds, Watercourses, or Surface Water.* The alteration or manipulation of the ponds, water courses, and surface water channels located on the Mitigation Property, or the creation of new water impoundments, water courses or wells, for any purpose.
- g) *Introduced Vegetation.* The planting or introduction of nonnative species of plants.

- h) *Removal of Trees.* The pruning, cutting down, or other destruction or removal of trees located on the Mitigation Site, except as approved by San Juan County, and as necessary to control or prevent hazard, disease or fire or to improve forest health.
- i) *Waste Disposal.* The disposal, storage, or release of hazardous substances, rubbish, garbage, debris, unregistered vehicles, abandoned equipment, parts thereof, or other unsightly or offensive waste or material on the Property.
- j) *Active Recreation.*
- k) *Signs.* The placement of commercial signs or other advertising material on the Mitigation Property, except in connection with the sale or lease of the Property.
- l) *Off-Road Vehicles.* The operation of motorcycles, dune buggies, all-terrain vehicles, snow mobiles, or other types of off-road motorized vehicles.

7. INDEMNIFICATION

8. DISPUTE RESOLUTION

Grantee shall have the right to prevent and correct violations of the terms of this Agreement as set forth below:

- a) *Preventive Discussions.* The Grantor and the Grantee will promptly give the other notice of problems or concerns arising in connection with the parties' actions under this Agreement or the use of or activities or conditions on the Mitigation Property and will meet as needed to resolve the problem.
- b) *Dispute Resolution.* If a dispute arises between the Grantor and the Grantee concerning the consistency of any proposed use or activity with the Wetland Purposes and/or terms of this Agreement, then the Grantor and the Grantee shall proceed to resolve the dispute by submitting the matter to the County Administrator, who shall resolve the matter in a manner consistent with this Agreement and its purposes.

Grantor: San Juan County, acting through
the San Juan County Land Bank

Grantee: San Juan County

By _____

Colin F. Huntmer, Director, Public Works

Its _____