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The San Juan Preservation Trust
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Friday Harbor, WA 98250

DOCUMENT TITLE: GRANT DEED OF CONSERVATION EASEMENT AND RIGHT OF FIRST OFFER

GRANTOR: SAN JUAN COUNTY, BY AND THROUGH THE SAN JUAN COUNTY LAND BANK

GRANTEE: THE SAN JUAN PRESERVATION TRUST

ABBREVIATED LEGAL DESCRIPTION: PTN GOV LOTS 2 & 3 TGW TDS, 10-37N-2W, W.M.

FULL LEGAL DESCRIPTION: EXHIBIT A, Page 36

ASSESSOR'S TAX PARCEL NUMBER: 271031001000

GRANT DEED OF CONSERVATION EASEMENT AND RIGHT OF FIRST OFFER

This Grant Deed of Conservation Easement and Right of First Offer (the "Conservation Easement") by and between **SAN JUAN COUNTY**, a political subdivision of the State of Washington, acting by and through the San Juan County Land Bank, (the "Grantor") and **THE SAN JUAN PRESERVATION TRUST**, a Washington non-profit corporation (the "Grantee"), is made with reference to the following facts:

1 RECITALS.

- 1.1 Owner.** Grantor is the owner in fee of that certain real property (the "Property") inclusive of all standing and downed timber, situated on Orcas Island in San Juan County, State of Washington, more particularly described in Exhibit "A" and shown on Exhibit "B" and Exhibit "C", all of which are attached and made a part hereof by this reference.

- 1.2 Protected Property.** The Property is part of a significant coastal ecosystem, the San Juan Islands, which is relatively intact and undeveloped. The Property is on the north shore of Orcas Island east of Point Doughty and consists of approximately 58.42 acres, including 1,850 linear feet of shoreline, and approximately 10.81 lineal chains of tidelands. The Property also includes marine and freshwater riparian habitat, open fields, and woodlands that provide habitat for native wildlife and possess open space (shoreline, forest, and field) and scenic values. The Property is accessed by Glenwood Inn Road, a county public road. Prominent attributes of the Property are the intact shoreline, including approximately 300 feet of high-bank eroding bluff habitat, tidelands, marine riparian vegetation, freshwater wetlands, open fields, and mature Douglas fir and Western red-cedar forest. The Property slopes northward and is visible by the public from the marine waters off of northern Orcas Island and from Glenwood Inn Road. The Property is also visible by the public from Point Doughty, which is approximately one-tenth (1/10th) of a mile directly west of the Property and is owned by the Washington Department of Natural Resources.
- 1.3 Conservation Values.** The Property’s ecological (watershed, water quality, water flow, shoreline, tidelands, plant, fish and wildlife habitat, and habitat connectivity), undeveloped open space (shoreline, forest, and field), scenic, and public recreational values (collectively, the “Conservation Values”) are important to Grantor, Grantee, and the people of Orcas Island, San Juan County, the State of Washington, and the United States. The Property enhances the rural and scenic character of Orcas Island. The Property provides wildlife habitat; broad, landscape-level habitat connectivity; intact spawning areas for forage fish species; and juvenile salmonid rearing habitat. The Property enhances opportunities for the public to engage in passive recreational activities on Orcas Island by providing public access to the shoreline, which is limited on Orcas Island. The Property can be viewed by the public from marine waters north of Orcas Island; from Glenwood Inn Road, a County public road; and from publicly accessible lands at Point Doughty owned by the Washington Department of Natural Resources.
- 1.4 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 with these resources and qualities, including the Property. The

Property is part of the Point Doughty landscape unit on Orcas Island in the San Juan County Open Space and Conservation Plan Open Space Atlas, and its rural development pattern and uniqueness are considered among the most significant in the County.

- 1.5 State Conservation Intent.** The legislatively declared policies of the State of Washington in Chapter 84.34 Revised Code of Washington (“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 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.
- 1.6 Conservation Threat.** The Property would also be extremely desirable property for substantial residential, resort, and other development because of its location and orientation. This Conservation Easement ensures that the Property will be protected from substantial residential development or other development or uses that would destroy the Property’s Conservation Values, which protection is consistent with local funding conditions under which the Property was acquired for conservation purposes.
- 1.7 Grantor Conservation Intent.** Grantor intends to preserve the Property in perpetuity and to hold and use the recreational, educational, scientific, and cultural rights associated with the Property that Grantor reserves in this Conservation Easement in a manner consistent with the Purposes, terms and conditions of this Conservation Easement and with Grantor’s mission as set forth in Chapter 2.120 of the San Juan County Code. Grantor, as the owner of the Property, possesses the affirmative rights to identify, preserve, and protect in perpetuity the Conservation Values of the Property, and Grantor desires to transfer such rights of identification, preservation, and protection to Grantee for Grantee to hold in perpetuity for the benefit of the public. As further protection for the Property, this Conservation Easement also provides Grantee a right of first offer, as described in Subsection 4.9 herein, in the event that Grantor should seek in the future to sell, exchange, or otherwise convey the Property.
- 1.8 Qualified Conservation Organization.** Grantee is a “nonprofit nature conservancy corporation” as defined by RCW 64.04.130(2) and RCW 84.34.250 and is a “qualified organization” as described in Sections 170(b)(1)(A)(vi) and 170(h)(3) of the Internal Revenue Code of 1986, as amended (“IRC”). This Conservation Easement meets Grantee’s criteria for

acceptance of conservation easements, and Grantee's Board of Directors has authorized Grantee to accept the Conservation Easement.

1.9 Public Access. As appropriate, Grantor and Grantee wish to provide the public with access to the Property for passive recreational activities in a manner consistent with the protection of the other Conservation Values. However, this Conservation Easement does not provide or convey any real property rights to the general public, including without limitation, any vested rights of public access to, on, or across the Property. The public access described in this Conservation Easement shall be permissive in nature, as authorized by the Grantor in accordance with Subsections 2.4 (Allowance for Public Access) and 5.5 (Passive Recreation, Science and Education) and consistent with the Stewardship and Management Plan described in Subsection 4.2.

1.9.1. For purposes of this Conservation Easement, the term "Multi-Use Path" means a route or trail constructed and maintained with non-paved surfaces or materials that facilitates recreational use of the Property and movement on and through the Property for multiple types of users, including but not limited to pedestrians and bicyclists.

1.10 Priority of Conservation Values. To aid in future interpretation of this Conservation Easement, the highest Conservation Values protected by this Conservation Easement shall be ecological (watershed, water quality, water flow, shoreline, tidelands, plant, fish and wildlife habitat, and habitat connectivity), scenic values, and undeveloped open space (forest and field) followed by public recreational values.

1.10 Recitals Incorporated By Reference. The above Recitals are incorporated into this Conservation Easement by this reference.

2 CONVEYANCE AND CONSIDERATION.

2.1 Grant of Conservation Easement. For the reasons stated above, and in consideration of the mutual covenants contained herein and Ten and No/100 Dollars and other good and valuable consideration in hand paid, and consistent with the conditions of the tax-supported funding through which Grantor acquired the Property, Grantor does hereby grant, convey, and warrant to Grantee, and Grantee hereby accepts, this perpetual Conservation Easement, consisting of the rights in the Property hereinafter enumerated, subject only to the restrictions set forth in this Conservation Easement and title matters of record as of the Effective Date.

- 2.2 Conveyance of Real Property.** 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 set forth herein and to easements, covenants, restrictions, and other 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.
- 2.4 Allowance for Public Access.** Grantor may allow public access on and across the Property for passive recreational activities and for scientific, educational, and cultural activities pursuant to the provisions of Section 5 and the Stewardship and Management Plan described in Subsection 4.2. Notwithstanding anything herein that may be construed to the contrary, Grantor may prohibit or limit public access to certain areas of the Property consistent with the Stewardship and Management Plan at any time and from time to time, including by way of illustration only, to promote safety; to protect or enhance water quality; to protect or enhance wildlife resources; or to protect, maintain and perpetuate those areas of the Property that contain rare, unusual, or culturally significant plants or plant communities, unusual natural features, or historic or archeological resources. Nothing in this Subsection 2.4 shall be interpreted to limit Grantee's rights of access, which are set forth in Subsection 4.3 below. This allowance for public access set forth in this section and in Subsections 5.5 and 5.6 shall not be interpreted to grant or extend through this Conservation Easement any right from Grantor to the public to access or use the Property.
- 2.5 Grantor Intent.** Grantor expressly intends that this Conservation Easement shall run with the land and be binding upon Grantor's successors and assigns.

3 PURPOSE.

- 3.1 Conservation Purposes.** The exclusive purposes of this Conservation Easement are to 1) preserve and protect the Conservation Values of the Property; 2) to allow for restoration activities to improve wildlife habitat and habitat function; 3) to allow Grantor and Grantee to provide appropriate public access to the Property for passive recreational activities consistent with protection of the other Conservation Values, as provided in Subsections 5.5, and 5.6 below; and 4) to preserve the Property in its generally natural and open-space condition in perpetuity (the "Purposes"). In furtherance of these Purposes this Conservation Easement limits residential use of the Property to one (1) residence within a "Multi-Use Structure," which must be located

within a designated “Structures Area” on .29 acres of the Property, as described more particularly in Subsection 5.1. Grantor has reserved certain limited, specific rights, as described in Section 5 below. The parties agree that these limited, specific rights, and the exercise of these rights in a manner that is and remains consistent with the terms of this Conservation Easement, are consistent with the Purposes of this Conservation Easement.

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 or consistent with the Purposes.

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 (the “Baseline Present Conditions Report”) provide, collectively, an accurate representation of the Property as of the Effective Date 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 “D”, that the Baseline Present Conditions Report accurately represents the currently available baseline data regarding the condition of the Property and its Conservation Values 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 on and activities on the Property.

3.4 Visual Access. Preservation of the Property will protect the general public’s visual access to natural shoreline, field, and forest from the marine waters north of Orcas Island; from Glenwood Inn Road, a public road; and from nearby Point Doughty, publicly accessible lands owned by the Washington Department of Natural Resources.

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 rights 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 natural habitat and open-space values.

4.2 Stewardship and Management Plan. Grantor, in consultation with Grantee, will prepare a plan that shall govern all stewardship, ecological, and undeveloped open-space management, shoreline and wetlands management, archaeological and cultural resources management, and public passive recreational activities on the Property (the “Stewardship and Management

Plan”). The purpose of the Stewardship and Management Plan is to provide information and guidance for Grantor’s adaptive management of the Property in a manner that conserves, improves, and maintains the Conservation Values of the Property. The Stewardship and Management Plan shall be prepared by Grantor and shall include the Baseline Present Conditions Report and incorporate it by reference. The Stewardship and Management Plan shall include stewardship goals, actions, and monitoring protocols that guide Grantor’s management of the Property. If the Grantor is a public entity, which it is as of the Effective Date, the Stewardship and Management Plan shall be subject to Grantor’s approval requirements for such plans, including public review and comment. Prior to any submission for public review, Grantor shall provide Grantee with written notice of the Stewardship and Management Plan and a request for approval. Grantee’s decision whether to approve the Stewardship and Management Plan shall be based on the consideration of the Purposes, terms and conditions of this Conservation Easement, and Grantee’s written approval shall not be unreasonably withheld, conditioned, or delayed. Grantor and Grantee shall review and update the Stewardship and Management Plan at least every twenty (20) years. The provisions of the Stewardship and Management Plan shall be consistent with the Purposes and terms of the Conservation Easement. However, in the event of a conflict between the terms of the Stewardship and Management Plan and the terms of the Conservation Easement, the terms of the Conservation Easement shall control. Nothing in the Stewardship and Management Plan shall constrain, limit, or supersede Grantee’s rights and obligations to inspect the Property, monitor the condition of the Conservation Values, and enforce Purposes and terms of this Conservation Easement, as provided in this Section 4 and Section 7. Regardless of whether a Stewardship and Management Plan exists or is in place, the provisions of this Conservation Easement shall govern the use of the Property.

4.3 Grantee’s Access.

4.3.1 Annual Inspection. Grantee shall have the right to enter upon the Property upon prior written notice to Grantor for the purpose of making a general inspection of the land to assure compliance with the Purposes and provisions of this Conservation Easement.

4.3.2 Enforcement. Grantee shall have the right to enter upon the Property at such other times as are necessary if there is reason to believe, in Grantee’s judgment, that a violation of this Conservation Easement is occurring in order to enforce the Purposes and provisions of this Conservation Easement. If Grantee exercises its right to enter the Property to protect the Conservation Values and enforce the Purposes

and provisions of this Conservation Easement pursuant to this subsection, Grantee shall notify Grantor of such entry in advance if possible, or at the earliest practical time thereafter.

- 4.4 Remedies, Restoration, and Damages.** Grantee shall have the rights to pursue the remedies under Section 7 for any activity on, or use of, the Property that is inconsistent with the Purposes or provision of this Conservation Easement, and to undertake, or cause to be undertaken, the restoration of such areas or features of the Property as may be damaged by activities contrary to the provisions hereof, and to seek compensation for such areas or features of the Property that may be damaged by activities contrary to the provisions hereof, all in accordance with Section 7 below.
- 4.5 Markers.** The Grantee shall have the right to place and replace small markers to identify the boundaries, including but not limited to Property and Structures Area boundaries, corners, and other reference points of or on the Property. Grantor shall not move or remove such markers without Grantee's consent, which Grantee shall not unreasonably withhold.
- 4.6 Advance Written Notice.** Grantor shall notify Grantee, in accordance with the requirements of Section 5 and the procedures of Section 18 below, before Grantor exercises any reserved right, the exercise of which may have an adverse impact on the Conservation Values of the Property.
- 4.7 Transfer of Conservation Easement.** Grantee shall have the right to assign, convey, or transfer Grantee's interest in the Property in accordance with Section 8 below.
- 4.8 Development Rights.** Except for those rights specifically reserved in Section 5 below, Grantor and Grantee agree that the Property's development rights are terminated and extinguished, and therefore, that they 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, unless this Conservation Easement is extinguished, which extinguishment shall occur only in accordance with Section 10, below.
- 4.9 Right of First Offer.** Subject to the provisions of this Subsection 4.9, Grantor hereby grants to Grantee the right of first offer to purchase the Property ("Right of First Offer") on the terms set forth herein if Grantor is seeking to sell the Property.

4.9.1. Before marketing or offering the Property for sale, Grantor shall give Grantee written notice of its intent to sell (the “Notice of Intent to Sell”) in accordance with the notice provisions of Subsection 18.1.

4.9.2. Grantee shall have ninety (90) days from the date of receipt of the Notice of Intent to Sell to exercise the Right of First Offer to purchase the Property for its then appraised fair market value. The value of the Property on the date of the Notice of Intent to Sell shall be determined during this ninety (90) day period by an M.A.I. Appraiser, who shall be jointly selected and retained by Grantor and Grantee and paid for by both Grantor and Grantee equally. Grantee must exercise its Right of First Offer in writing and in accordance with Subsection 18.1, and the right shall be deemed exercised only when written notice is received by Grantor.

4.9.3. If Grantee exercises its Right of First Offer, the purchase and sale of the Property shall proceed in a commercially reasonable manner, with closing occurring within one hundred eighty (180) days of the date that Grantor receives Grantee’s written notice of its exercise of the Right of First Offer, or under such other terms to which Grantor and Grantee mutually agree in writing.

4.9.4. If Grantee does not exercise its Right of First Offer in the manner set forth above, Grantee shall be deemed to have waived its Right of First Offer, and Grantor may proceed with pursuing a sale of the Property to a third party. If Grantor closes on the sale or conveyance of the Property to a third party, this Right of First Offer shall terminate and become null and void upon the conveyance of the Property. However, if Grantor does not sell or otherwise convey the Property to a third party within twenty-four (24) months of the date on Grantor’s Notice of Intent to Sell, this Right of First Offer shall remain in full force and effect and apply in the same manner as before if Grantor again seeks to sell the Property in the future.

4.10 Enforcement. Enforcement of the Purposes and terms 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 successors or assigns, members of the public, or any other person or entity, shall not be deemed or construed to be a waiver of Grantee’s rights hereunder in the event of any subsequent breach.

4.11 Invasive Species Management. Upon Grantee’s determination that there is evidence of the uncontrolled encroachment of invasive species of tree, shrub, or weed, Grantee shall have the right to enter upon the Property at the

Grantee's option and expense and upon thirty (30) days prior written notice to the Grantor, to eradicate invasive plants. Grantee's decision not to exercise this right at any time shall not bar it from doing so at a later time.

4.12 Habitat and Restoration Activities. After consultation with Grantor, submission to Grantor of a written work plan, and after receipt of Grantor's written approval, which shall not be unreasonably withheld, conditioned, or delayed, Grantee shall have the right, but not the obligation, to enter upon the Property to undertake other habitat restoration or enhancement activities not described in Subsection 4.11 above, all at Grantee's option and expense and consistent with the most recent Stewardship and Management Plan, if such plan exists. Grantee's decision not to exercise this right at any time shall not bar it from doing so at a later time. Grantor may, in Grantor's discretion, impose reasonable conditions on such restoration activities, including, but not limited to, the timing thereof.

4.13 Donor Recognition. Donor recognition on the Property may be provided upon mutual agreement of Grantor and Grantee.

5 PERMITTED AND RESERVED USES AND ACTIVITIES. Grantor reserves for itself and its successors and assigns all rights accruing from ownership of the Property, except as provided for in Section 4 above and subject to the limitations of this Section 5 and Section 6, below. Grantor also reserves the right to engage in, or permit or invite others to engage in, any use of, or activities on, the Property, that is consistent with the Purposes, terms, and conditions of the Conservation Easement and that is not otherwise prohibited by this Conservation Easement. Without limiting the generality of the foregoing, Grantor specifically reserves for itself and its successors and assigns the following uses and activities:

5.1 Permitted Structures and Structures Area. To use, maintain, repair, expand, reconstruct, relocate, or replace the following buildings, structures, or facilities that are located on the Property as of the Effective Date:

5.1.1 Multi-Use Structure. One (1) structure, which may be used for residential or non-residential purposes or both, including but not limited to a caretaker residence, bunkhouse, seasonal or permanent living quarters or office space for persons living or working on the Property, barn, garage, shop, storage facility, gathering or meeting space, or other purposes consistent with the Purposes and provisions of this Conservation Easement (the "Multi-Use Structure"). As of the Effective Date, the Multi-Use Structure is used for barn and garage purposes, as documented in the Baseline Present Conditions Report. Consistent with this provision, the Multi-Use Structure may be

adapted in the future to incorporate sleeping, bathroom, and/or kitchen facilities to accommodate persons living or working on the Property. The Multi-Use Structure is and shall remain located fully within the Structures Area, as depicted on Exhibit B.

5.1.2 Public Restroom Facility. One (1) public restroom facility that is separate from the Multi-Use Structure (the “Public Restroom Facility”). As of the Effective Date, the Public Restroom Facility is located within the “Lower Parking Area” as described in Subsection 5.10 and depicted on Exhibit B. If, in the future, it becomes necessary or appropriate to relocate the Public Restroom Facility, it may be relocated to any of the Parking Areas or Additional Parking Areas described in Subsection 5.10 or the Structures Area described in Subsection 5.1.3., but not outside any of these defined areas.

5.1.3 Structures Area. The Multi-Use Structure shall be located entirely within the one (1) “Structures Area,” which is approximately .29 acres in size. The Structures Area is shown approximately in Exhibit B and documented in the Baseline Present Conditions Report. As of the Effective Date, the precise boundaries of the Structures Area are marked on the Property with rebar by Grantor and have been inspected by Grantee; GPS coordinates of the rebar markers are on file with Grantor. The purpose of the Structures Area is to confine the Multi-Use Structure and its associated uses and impacts to an area of the Property where such uses and impacts do not adversely affect the Conservation Values.

5.1.4. Compliance with Laws and Notice. Grantor’s use of the structures permitted under this Subsection 5.1 is subject to compliance with federal, state, and local regulations. Grantor shall provide written notice to Grantee before submission of plans to San Juan County for building permits for reconstruction or replacement of either of the structures permitted under this Subsection 5.1 so that Grantee may ensure that such structures are located within the Structures Area or the Parking Areas, as applicable.

5.2 Land Conservation. To maintain the Property as a natural reserve for native plants and animals consistent with the terms of this Conservation Easement.

5.3 Wetlands and Water Resources. To maintain, reclaim, and restore the wetlands and riparian areas on the Property to support and protect natural hydrological and ecological functions and fish and wildlife habitat. To conserve, maintain, and use sustainably the surface and subsurface water resources on the Property for land uses and activities that this Conservation Easement permits.

- 5.4 Habitat Restoration and Enhancement.** To undertake habitat restoration or enhancement activities on both land and water resources of the Property, provided that such activities are conducted in accordance with conservation management practices and consistent with the Purposes, terms, and conditions of this Conservation Easement and with the Stewardship and Management Plan, if it exists. In connection with habitat restoration or enhancement activities, Grantor may install, use, maintain, expand, adapt, and remove habitat infrastructure or structures, including but not limited to exclusion fencing and swallow roosts.
- 5.5 Passive Recreation, Science, and Education.** To permit and provide for passive recreational activities and scientific and educational uses or activities by the general public, provided that such recreational, scientific, and educational activities or uses are consistent with the Stewardship and Management Plan, if it exists, and do not materially interfere with protection of the other Conservation Values of the Property. For purposes of this Conservation Easement, the term “passive recreational activities” refers to low-impact outdoor recreational pursuits, which include, but are not limited to, walking, hiking, biking, kayaking, equestrian use, hunting, wildlife observation, and enjoyment of the scenic views of and from the Property.
- 5.6 Public Access Improvements.** To facilitate public access and public use of the Property with improvements, where appropriate, which improvements may include permeable Multi-Use Paths, as defined in Subsection 1.9.1, outlook/viewpoints that include benches, informational kiosks, educational interpretive signs, and memorial benchmarks (collectively, “Public Access Improvements”). The Public Access Improvements may be further identified, defined, or described in the Stewardship and Management Plan. Grantor shall obtain Grantee’s prior approval to build, construct, reconstruct, relocate, or replace any Public Access Improvement that is located outside of the Structures Area described in Subsection 5.1 and depicted on Exhibit B, except for specific Public Access Improvements that are described in the Stewardship Management Plan that Grantee has approved.
- 5.7 Forest Stewardship.** To manage the forest and forest resources on the Property for maintenance and enhancement of the Conservation Values of the Property consistent with Subsection 6.13 and other provisions of this Conservation Easement. Forest stewardship activities may include but are not limited to tree and vegetation planting and restoration, removal and management of trees and vegetation, controlled burns, management of invasive weeds, collection of biological specimens, hunting for ecological management, and any forest stewardship activities specified in the Stewardship and Management Plan.

- 5.8 Renting or Leasing Permitted Structures.** To rent or lease the structures permitted in Subsection 5.1 for activities or uses that are consistent with the Purposes and terms of this Conservation Easement. Any lease or rental agreements that Grantor enters into must be in writing and made expressly subject to the Purposes, terms, and conditions of this Conservation Easement. Grantee shall have the right to enforce this Conservation Easement against, and to seek and recover all remedies for violations of the Purposes or terms of this Conservation Easement from, all renters or lessees using structures on the Property.
- 5.9 Agricultural Activities.** The grazing, browsing, and pasturing of domestic animals on the Property for ecological management and restoration purposes to maintain and enhance the Conservation Values as specified in the Stewardship and Management Plan that Grantee has approved, if it exists.
- 5.10 Parking Areas.** To construct, maintain, repair, replace, and relocate three (3) permeable-surface parking areas which are identified on Exhibit B as the Lower Parking Area, the Upper Parking Area, and the Multi-Use Structure Parking Area (collectively, the “Parking Areas”). The approximate size and locations of the Parking Areas are also depicted on Exhibit B. If, in the future, the Parking Areas are insufficient to accommodate parking capacity needs, to create two (2) additional permeable-surface parking areas (the “Additional Parking Areas”) adjacent to the Access Roads Corridors defined in Subsection 5.11 in the two (2) locations depicted on Exhibit B. The size of the Additional Parking Areas shall not cumulatively exceed two-thousand five hundred (2,500) square feet. The purposes of the Parking Areas and the Additional Parking Areas are to facilitate public vehicular access to the Property; to serve as trailheads, access points, and informational locations for the general public using the Property; and to facilitate Grantor’s access to the Property for forest management or general land management activities.
- 5.11 Roads.** To use, maintain, repair, reconstruct, replace, or remove “Access Roads” within the “Access Road Corridors” depicted on Exhibit B, the locations of which correspond to existing Access Roads present on the Property on the Effective Date of this Conservation Easement and as documented in the Baseline Present Conditions Report. The purpose of the Access Roads is to provide access to the one (1) Structures Area described in Subsection 5.1 and to the Parking Areas described in Subsection 5.10. The Access Roads shall not exceed fifteen (15) feet in width (exclusive of passing bump-outs or pull outs) and must be constructed and maintained with permeable surfaces. The Access Roads Corridors also serve as designated utility corridors, as described in Subsection 5.12, below.

- 5.12 Utilities.** To maintain utilities existing in, on, or under the Property as of the Effective Date in their current locations, as documented in the Baseline Present Conditions Report. To install, use, maintain, repair, reconstruct, relocate, replace, or remove new utilities on the Property after the Effective Date to serve structures permitted within the Structures Area, including, but not limited to solar panels; wind power; water wells; irrigation pumps; water storage tanks; pump houses; well houses; water pipes; septic systems; propane tanks; automated access gates, and underground electrical, telephone, and fiber optic lines. All utilities to serve the Structures Area must be located either within the Structures Area or adjacent to or within the Access Road Corridors depicted on Exhibit B. However, Grantor may request Grantee's approval, in accordance with Section 18, for alternate utility routes not adjacent to or within the Access Road Corridors, and Grantee may approve such alternate routes if Grantee determines that the impact upon the Conservation Values is not materially greater than locating the utility route adjacent to or within the Access Road Corridors. Furthermore, if a septic system, including a drainfield and any other components, is necessary to serve structures in the Structures Area, any necessary septic system may be located in and/or adjacent to the Structures Area. The location of a septic system, or any components thereof, adjacent to the Structures Area is subject to review and approval by Grantee in accordance with Section 18, which approval shall not unreasonably be withheld.
- 5.13 Noxious Weeds/Introduced Species.** To remove noxious, invasive, and introduced weeds and introduced animal species from the Property.
- 5.14 Fences.** To use, construct, maintain, repair, replace, or remove fences on the Property. All fences must permit the reasonable passage of wildlife, except for fences located within the Structures Area; fences used to prevent wildlife from accessing attractants; enclosure fences used in connection with plant or wildlife habitat restoration or enhancement activities; and any fences that are impassable to wildlife that Grantee has expressly approved in the Stewardship and Management Plan.
- 5.15 Temporary Structures.** To use, construct, maintain, repair, replace, or remove Temporary Structures on the Property. For purposes of this Conservation Easement, a "Temporary Structure" is a simple structure that is relatively easy to erect and remove and lacks a permanent foundation. The purpose of Temporary Structures is to provide Grantor limited additional flexibility with respect to structures to support uses or activities that this Conservation Easement permits. To protect the Conservation Values, Grantor and Grantee intend for Temporary Structures that are located outside of the Structures Area to remain on the Property only on a short-term or seasonal

basis. Accordingly, if a Temporary Structure is located outside of the Structures Area, the structure may remain on the Property only for a temporary period of time, which shall not exceed one (1) year. In addition, Temporary Structures located outside of the Structures Area shall be subject to the Impervious Surface Limitation described in Subsection 5.16. If Grantee determines, in its discretion, that any Temporary Structure that is located outside of the Structures Area violates the requirements of this subsection or otherwise adversely affects the Conservation Values due to its size, location, appearance, physical qualities, use, impacts on the Property, or other attributes, Grantee shall have the right to require Grantor to immediately remove the structure by providing notice to Grantor in accordance with Section 18. After Grantor receives Grantee's notice and removes the Temporary Structure, Grantor shall not replace the same or similar structure in the same or similar location on the Property in order to preserve the structure's temporary nature and comply with this subsection.

- 5.16 Impervious Surface Limitation.** In order to ensure that the impacts of structures and paved or otherwise impervious surfaces are consistent with the protection of the Property's Conservation Values, the cumulative impervious surface outside of the Structures Area, including but not limited to Temporary Structures, any habitat enhancement or restoration structures or infrastructure, and other impervious surfaces located outside of the Structures Area, shall not exceed one-half percent (.05%) of the acreage of the Property, which is approximately one thousand two hundred seventy (1,270) square feet (the "**Impervious Surface Limitation**"). For purposes of this Conservation Easement, "impervious surfaces" are defined as any material that prevents water from flowing through it and percolating into the ground, including, but not limited to, buildings with or without flooring, paved areas, and any other surfaces that are covered by asphalt, concrete, or roofs.
- 5.17 Transfer of Land.** To grant, sell, exchange, devise, gift, convey, dispose of, or otherwise transfer all or any portion of Grantor's right, title, estate, and interest in the Property, provided that the Property is transferred in unified title as one (1) legal parcel, tract, or lot and that the transfer of the Property is made expressly subject to the Purposes and terms of this Conservation Easement.
- 5.18 Archaeological and Cultural Resources Management and Preservation.** To undertake archeological and cultural resource management and preservation activities on the Property, which activities may include but are not limited to placing structures around archeological artifacts located on the Property in order to protect them from interference or impacts, facilitating access to cultural resources on the Property, and managing cultural activities

on the Property in connection with cultural resources, provided that all such activities are carried out in compliance with federal, state, and local laws, rules, and regulations and in a manner that is consistent with the Purposes and terms of this Conservation Easement and with the Stewardship and Management Plan, if it exists. Grantor shall obtain Grantee's prior approval before installing, reconstructing, or replacing any structure around an archeological artifact located on the Property.

5.19 Cultural Activities and Access. To permit non-commercial cultural, spiritual, educational, or recreational activities on the Property related to Indigenous cultures or practices (collectively, "Cultural Activities"), including but not limited to customary or traditional retreats, gatherings, ceremonies, and celebrations; nature walks and observations; and tribal canoe journeys. In order to protect the Property's open-space, ecological, and wildlife habitat values, the construction or placement on the Property of any permanent structures, facilities, or infrastructure in connection with Cultural Activities is not permitted. Cultural Activities involving harvest require Grantee's prior approval in accordance with Section 18. Cultural Activities conducted on the Property shall be consistent with the Purposes and terms of this Conservation Easement.

5.20 Public Health, Safety, and Emergency Activities. To undertake activities on the Property that are necessary to protect public health or safety on or in the vicinity of the Property. If any activities necessary to protect public health or safety would be inconsistent with the Purposes or terms of this Conservation Easement, Grantor may undertake such activities only if Grantor is actively required by, and subject to compulsion by, a governmental agency with authority to require such activities, provided that any such activity shall be conducted so that impacts to the Conservation Values of the Property are avoided to the greatest extent possible.

5.21 Changes in Technology. Grantor and Grantee acknowledge that, as technologies, ecological conditions, land use patterns, climate, or other conditions surrounding the Property evolve, Grantor may desire to undertake activities in connection with or arising out of Grantor's reserved rights under this Section 5 that the terms of this Conservation Easement do not specifically anticipate or address. In granting this Conservation Easement, Grantor intends to permit such new uses or unanticipated uses or activities, and Grantor reserves the right to carry out such new or unanticipated uses or activities, provided that they are and remain consistent with the Purposes of this Conservation Easement and do not diminish or impair its Conservation Values.

- 6 PROHIBITED USES AND ACTIVITIES.** Any use of or activity on the Property inconsistent with the Purposes of this Conservation Easement is prohibited, and Grantor acknowledges and agrees on behalf itself and its successors and assigns that it will not conduct, engage in, or permit any such inconsistent use or activity. The following uses and activities on the Property are inconsistent with the Purposes of this Conservation Easement and are expressly prohibited, except to the extent a use or activity is specifically permitted in Section 4, Section 5, or as an exception to a use or activity that is prohibited in this section. The provisions of this Section 6 shall not be interpreted to be an exhaustive recital of all of those uses and activities that are prohibited as inconsistent with the Purposes, terms, and conditions of the Conservation Easement.
- 6.1 Construction and Improvements.** The construction or placement of any buildings, utilities, Access Roads or other roads, Parking Areas, fences, or other 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, partition, or other process by which the Property is divided into lots or by which title to different portions of the Property are held by different owners. This restriction shall be interpreted to require that the Property remains in single or unified ownership, as provided in Subsection 5.17, which ownership may be in co-tenancy or joint tenancy, as long as it remains undivided.
- 6.3 Alteration of Land.** Any activity that materially alters the topography or surface of the land or tidelands, including but not limited to grading, blasting, filling, excavating, or removing soil, sand, gravel, rock, peat, decorative rock, or sod or other material; shoreline alteration, including tidelands and bedlands, through the excavation or placing of soil, dredging spoils, shoreline armoring, filling, placement of bulkheads, or hardening of the shore; or any alteration of the coastal sediment input/transport/deposition regime on the Property.
- 6.4 Alteration of Wetlands and Watershed Resources.** The manipulation or alteration of any marshes, wetlands, or surface drainage patterns on the Property by filling, draining, or impounding water, including pond construction, or the pollution or degradation of surface or subsurface waters on or under the Property. This subsection does not prohibit restoration of wetlands or other habitats, as provided in Subsections 5.3 and 5.4.
- 6.5 Roads and Motorized Use of Multi-Use Paths.** Construction or creation of any new Access Roads or other roads, trails, or Multi-Use Paths on the

Property, except as permitted in Section 5. The use of motorized vehicles on Multi-Use paths, except for maintenance purposes and the use of motorized wheelchairs or other power-driven mobility devices.

- 6.6 Stormwater Runoff.** Channelized stormwater outflow and/or pollutants onto the beach and/or nearshore waters.
- 6.7 Docks/Boat Ramps/Beach Access Structures.** The construction or placement of docks, boat ramps, or beach access structures on the shoreline.
- 6.8 Utilities.** The placement of new utility lines, pipes, wires, or new fuel tanks, whether above ground or underground; and the construction or placement of energy infrastructure on the Property for off-site use, except as expressly provided in Subsection 5.12.
- 6.9 Mining.** The exploration for or extraction or removal of minerals, hydrocarbons, soils, rock, gravel, or other materials on or below the surface of the Property.
- 6.10 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 directional, informational or educational signs or kiosks as allowed in Subsection 5.6, signs recognizing donor contributions as provided in Subsection 4.13, 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, in particular the Property's scenic values.
- 6.11 Night Lighting.** The use of any continuous type of night lighting on the Property outside the Structures Area. This limitation is not intended to prohibit downward directed night illumination for safety.
- 6.12 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, except for the temporary storage of trash in appropriate receptacles for periodic disposal off the Property.
- 6.13 Tree Harvest or Vegetation Removal.** Removal or destruction of trees or vegetation, including but not limited to clear-cutting and any form of commercial logging or gathering of wood or other vegetation, removal of snags or large woody debris that are valuable for wildlife habitat, removal of marine vegetation, removal of riparian vegetation, or removal or destruction

of trees in a manner than is inconsistent with the Purposes and terms of this Conservation Easement and/or the Stewardship Management Plan, if one exists. This provision shall not be interpreted to prohibit Grantor from cutting snags, dead or dying trees, or overmature trees that pose a danger to permitted structures, Access Roads, Multi-Use Paths, Public Access Improvements, public safety, or as provided in Subsection 5.7.

- 6.14 Shoreline and Riparian Vegetation Protection.** The removal of marine riparian vegetation on or within two hundred feet (200') of the ordinary high water mark of the shoreline of the Property, including but not limited to herbaceous understory and plant material overhanging the beach. The two-hundred-foot marine riparian vegetation buffer is depicted on Exhibit B. The removal of wetland riparian vegetation within one hundred (100) foot-wide buffers surrounding wetland areas depicted on Exhibit C, except that Grantor may remove vegetation within these wetland area buffers if the vegetation is within the Structures Area, Access Road Corridors, or Parking Areas depicted on Exhibits B and C.
- 6.15 Introduced Species.** The intentional introduction of invasive plant or animal species on the Property, including but not limited to stocking of non-native fish in stream-connected waters.
- 6.16 Grazing.** The grazing, browsing, or pasturing of domestic animals on the Property, except as provided in Subsection 5.9.
- 6.17 Development Rights.** As provided in Subsection 4.8, the use of any development rights that are now or hereafter allocated to, implied, reserved, or inherent in the Property, or transfer of said rights to any other property.
- 6.18 Developed Recreation.** The use of the Property for developed outdoor recreational activities, including but not limited to the use of the Property for a campground; a golf course; a zipline park; a skate park; a ballfield or other sports fields; an all-terrain vehicle, motocross, or other motor vehicle racetrack; a dressage field; a playground with hardened structures; or any other similarly intensive, high-impact outdoor recreational facilities and activities that would alter the topography of the land or adversely impact the Conservation Values.
- 6.19 Industrial and Commercial Uses.** The use of the Property for any industrial uses. The use of the Property outside of the Structures Area for commercial uses, except for certain low-impact commercial uses outside of the Structures Area that Grantee has approved as consistent with the Purposes in accordance with Section 18 or that are described and permitted in the Stewardship and Management Plan.

6.20 Motorized Recreational Vehicles and Excessive Noise. The operation of motorcycles, ATV's, UTV's, dune buggies, snowmobiles, or any other type of motorized recreational vehicles on the Property for recreational purposes, or the operation of other motorized vehicles or machines that would result in soil compaction or surface erosion on the Property. The recreational use of remote-controlled motorized aircraft, including but not limited to drones and unmanned airplanes, which can adversely affect the quality of wildlife habitat and the public's quiet enjoyment of the Property. This provision is not intended to prohibit the use of motorized vehicles on Access Roads located within the Access Road Corridors described in Subsection 5.11, or parking of motorized vehicles in the Parking Areas Described in Subsection 5.10, both of which are shown on Exhibit B, for purposes of accessing or managing the Property, nor is it intended to prohibit Grantor's use of remote-controlled motorized aircraft for land management, scientific, or research purposes. This provision is also not intended to prohibit the temporary use of machinery or equipment necessary to accomplish activities expressly permitted in Section 5 or activities described and permitted in the Stewardship and Management Plan that Grantee has approved, if it exists.

6.21 Camping. Public or commercial camping on the Property and the development of permanent campsites that impact the surface of the land, whether commercial or non-commercial. This provision is not intended to prohibit camping in connection with Cultural Activities permitted in Subsection 5.19 above.

7 REMEDIES.

7.1 Dispute Resolution (Proposed Action, Activity, or Use).

7.1.1 General. If a dispute arises between the Grantor and the Grantee concerning the consistency of any proposed action, activity, or use with the Purposes or terms of this Conservation Easement or any circumstances not provided for in Subsection 7.2 below (other than extinguishment of this Conservation Easement which shall occur only in accordance with Section 10 below), the parties shall meet together to discuss the dispute and attempt resolution. Thereafter, the parties may, but are not required to, mutually agree to refer the dispute to mediation and, if mediation does not resolve the dispute among the parties, to arbitration thereafter. In referring any matter arising under this Conservation Easement to mediation or arbitration, the parties agree that such alternate dispute resolution mechanism offers an alternative to the expense and time required to resolve disputes by litigation and is therefore often preferable to litigation. Nevertheless,

mediation or arbitration pursuant to this Subsection 7.1 shall be voluntary, and the mediation and arbitration provision below shall not be interpreted as precluding or limiting the parties from seeking legal or equitable remedies available under this Section 7.

7.1.2 Mediation. If the parties mutually agree to refer the dispute to mediation, the parties shall select a single mediator from those available from a recognized dispute resolution center or mediation service, and each party shall pay fifty percent (50%) of the mediator's fees. If the parties are unable to agree upon a mediator, the parties shall request from JAMS Seattle Mediation, Arbitration and Alternative Dispute Resolution Services (www.jamsadr.com) a list of mediators experienced in matters pertaining to this Conservation Easement. Each party, starting with Grantee, may strike one name from the list until one name remains. Both parties shall meet in good faith as is reasonably requested by the mediator in an attempt to resolve the dispute. Except for circumstances requiring immediate action as provided in Subsection 7.2.7, the parties shall mediate in good faith until they have reached resolution or for at least thirty (30) days after appointment of a mediator; if no resolution has been reached after such thirty (30) day period, either party may terminate the mediation and pursue other remedies or, with the consent of the other party, refer the dispute to arbitration.

7.1.3 Arbitration. If the parties mutually agree to refer the dispute to arbitration, the parties shall select a single arbitrator to hear the matter within thirty (30) days of mutual agreement to resolve said dispute by arbitration. If the parties are unable to agree on the selection of the arbitrator, then the presiding judge San Juan County Superior Court shall appoint the arbitrator. Then, 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 attorneys' fees.

7.1.4 No Action During Efforts to Resolve Dispute. The parties agree not to proceed with the proposed action, activity, or use pending

resolution of the dispute by meeting of the parties, by mediation, or by arbitration.

7.2 Grantee's Action. If Grantee determines that Grantor or a third party acting with Grantor's actual or constructive consent is violating or has violated this Conservation Easement, or if Grantee determines that a violation is threatened or imminent, then the provisions of this Subsection 7.2 will apply.

7.2.1 Notice. Grantee shall notify Grantor in writing of the violation in accordance with the notice provisions of Section 18 below. Grantee's notice may include its recommendations of measures to be taken by Grantor to cure the violation and restore features of the Property damaged or altered as a result of the violation.

7.2.2 Opportunity to Cure. Grantor's cure period expires thirty (30) days after the date of Grantee's notice to Grantor, subject to extension for the time reasonably necessary to cure, but only if all of the following conditions are satisfied: (i) Grantor ceases the activity constituting the violation promptly upon receipt of Grantee's notice; (ii) Grantor and Grantee agree, within the initial thirty (30) day period, upon the measures Grantor will take to cure the violation; (iii) Grantor commences to cure within the initial thirty (30) day period; and (iv) Grantor continues thereafter to use best efforts and due diligence to complete the agreed upon cure.

7.2.3 Injunctive Relief. Irrespective of any other remedies provided for Grantee, Grantee may, following written notice to Grantor and opportunity to cure as provided for in Subsections 7.2.1 and 7.2.2 above, 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 Property to the condition and appearance required under this Conservation Easement.

7.2.4 Restoration. Should any person or entity, including Grantor and its successors or assigns, undertake any activity in violation of the Purposes or 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 reasonable costs of such restoration and the Grantee's reasonable expenses shall be borne by Grantor or those parties 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 parties who are otherwise determined to be responsible for the unauthorized activity.

7.2.5 Damages. Grantee shall be entitled to recover damages for violation of the Purposes or 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.

7.2.6 Costs of Enforcement. In addition to all other relief provided herein, including the costs of restoration or damages provided in Subsections 7.2.4 and 7.2.5, Grantee shall be entitled to recover from Grantor its reasonable costs of enforcement under Subsection 7.2, including its attorney fees and consultant or expert fees incurred to enforce this Conservation Easement after the Grantor's opportunity to cure provided by Subsection 7.2.2 has lapsed. Grantee is entitled to reimbursement of such costs regardless of whether a legal proceeding is initiated, and as part of any negotiated or mediated settlement.

7.2.7 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 and without providing Grantor an opportunity to cure.

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 or the Conservation Values resulting from such causes.

7.4 Action against Trespassers. In the event the Purposes or terms of this Conservation Easement are violated by acts of trespassers and Grantee has

initiated a suit against the trespasser for such violation, Grantor agrees, at Grantee's option and expense, to join in any such suit, to assign its right of action to Grantee, or to appoint Grantee its attorney in fact, for the purpose of pursuing the enforcement action against the trespassers. Under such circumstance, Grantee, in its sole and absolute discretion, may apply any damages recovered to the cost of undertaking the suit and any corrective action on the Property.

8 SUCCESSION.

8.1 Assignment of Conservation Easement and Right of First Offer. This Grant Deed of Conservation Easement and Right of First Offer 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. In any assignment of this Conservation Easement, Grantee (or its successors) must require the transferee to carry out the Purposes of this Conservation Easement in perpetuity. Grantee shall notify Grantor, in writing, at Grantor's last known address, in advance of such assignment. If at any time it becomes impossible for Grantee to ensure compliance with the covenants contained in this Conservation Easement and the Grantee has not named a successor or successor organization, or if Grantee ceases 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; or
- (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 Section 170(h)(3) of the IRC (or its successor provision).

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 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, protection of the Conservation Values of the Property.

8.2 Not Assignable to County. Notwithstanding the foregoing, this Grant Deed of Conservation Easement and Right of First Offer shall not be assignable to San Juan County or any of its agencies.

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 Costs of Maintenance. Grantor shall bear all the costs of maintenance of the Property and does hereby indemnify the Grantee from such costs.

10 VALUE OF GRANTEE'S PROPERTY INTEREST; EXTINGUISHMENT; EMINENT DOMAIN.

10.1 Value of Grantee's Property Interest. Grantor and Grantee agree that the conveyance of this Conservation Easement is a conveyance of a real property interest to Grantee. For purposes of this Section 10, Grantor and Grantee agree that Grantee's interest in this Conservation Easement shall have a value that is equal to the proportionate value that the rights and obligations conveyed in this Conservation Easement bear to value of the Property as a whole, unencumbered by this Conservation Easement (referred to in this Section 10 as the "Grantee's Share"). The Grantee's Share is the percentage determined by (1) the fair market value of this Conservation Easement on the Effective Date (numerator), over (2) the fair market value of the Property as a whole on the Effective Date, unencumbered by this Conservation Easement (denominator), with reference to the definition of "fair market value" in San Juan County Code 2.104.020. Grantor and Grantee agree that Grantee's Share shall remain constant.

10.2 Extinguishment and Allocation of Proceeds. If a change in conditions surrounding the Property makes impossible or impracticable the continued use of part or all of the Property for conservation purposes and gives rise to a partial or complete extinguishment of this Conservation Easement as to a portion of or all of the Property by judicial proceedings (which is the only procedure under this Conservation Easement by which this Conservation Easement may be extinguished), Grantee shall be absolutely entitled to proceeds in an amount that is at least equal to its Grantee's Share, as set forth in Subsection 10.1 above. Such payment of proceeds shall be made to the Grantee no later than upon the first subsequent sale, exchange, or involuntary conversion of the thereafter unrestricted property following partial or full extinguishment of the Conservation Easement. Grantee's right to proceeds

shall survive any partial or complete extinguishment of this Conservation Easement until Grantee's Share is paid to Grantee in full. Grantee shall use its proceeds in a manner consistent with the Purposes set forth in this Conservation Easement.

10.3 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, Grantor and 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. The proceeds from such taking shall be allocated between Grantor and Grantee in accordance with the proportionate value formula set forth in Subsection 10.1 above.

10.4 The provisions of this section shall survive any extinguishment or condemnation of the Conservation Easement.

11 INDEMNIFICATIONS/HOLD HARMLESS. Grantor shall indemnify, defend, and hold harmless Grantee for any costs or damages which result from a tort claim or bodily injury, personal injury or property damage that occurs on the Property; provided, however, that, as long as Grantor is San Juan County, Grantor's indemnification obligation shall arise only if Grantee or any of its agents have acted within the standard of good faith set out in RCW 4.96.041 and San Juan County Code 2.11, which determination of good faith shall be made by the San Juan County Prosecuting Attorney as set out in San Juan County Code 2.11.020. This Section 11 shall not apply in the event of costs or damages which arise as the result of the sole negligence or intentional tortious act or omission by Grantee or any of its agents. In the event of concurrent negligence on the part of both Grantor and Grantee or any of their respective agents, each shall bear costs and damages in proportion to their share of negligence.

12 ENVIRONMENTAL MATTERS.

12.1 Representations and Warranties. Grantor hereby represents and warrants to Grantee that, to the best of Grantor's knowledge, there is no condition at, on, under, or related to the Property presently or potentially posing a significant threat to human health or the environment and, to the best of Grantor's knowledge, there has been no production, use, treatment, storage, transportation, or disposal of any hazardous substances on the Property.

12.2 Remediation. If, at any time, there occurs a release of toxic substances in, on, or about the Property, Grantor agrees to take all steps necessary to assure the release's containment and remediation, including any cleanup that may

be required under applicable federal, state, or local laws, rules, or regulations, unless the release was caused solely by Grantee, in which case Grantee shall be responsible for such remediation.

- 12.3 Control.** Grantor is solely responsible, and Grantee has no responsibility whatsoever, for the operation or management 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 Grantee the obligations or liabilities of an “owner” or “operator” as those words are defined and used in the environmental laws, 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 70A.305 RCW (“MTCA”), or any successor or related law; or (2) it creates in Grantee obligations or liabilities of a person described in 42 U.S. Code §9607(a)(3), RCW 70A.305.040 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 LIABILITY FOR PUBLIC USE.** By permitting and providing public access to the Property for passive recreational activities and scientific and educational activities or uses as described in this Conservation Easement without charging a fee for any kind for such uses, neither Grantor nor Grantee shall be deemed to be liable for unintentional injuries to users of the Property, as provided for in RCW 4.24.210 or successor provisions.
- 14 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 parties to this Conservation Easement and their respective successors and assigns.
- 15 “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 its successors and assigns and the above-named Grantee and its successors and assigns.
- 16 SEVERABILITY.** In the event that any provision of this Conservation Easement 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.

17 SUBSEQUENT TRANSFERS; NO MERGER.

17.1 Binding Effect. Grantor agrees to incorporate by reference the terms of this Conservation Easement in any deed or other legal instrument by which it divests itself of any interest in the Property, including without limitation, a leasehold interest, and Grantor shall notify Grantee in writing at least forty-five (45) days in advance of any transfer. The failure of Grantor to perform any act required by this subsection shall not impair the validity of this Conservation Easement or limit its enforceability in any way.

17.2 Merger of Title. In the event that Grantee acquires the fee title to the Property, Grantor and Grantee mutually and fully intend 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. The parties further intend that the restrictions on the use of the Property, as set forth in this Conservation Easement, shall, in the event fee title becomes vested in Grantee, remain permanent and perpetual restrictions on the use of the Property as provided in this Conservation Easement.

18 NOTICES.

18.1 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, or sent by electronic transmission (provided that the sender obtains a receipt providing proof of delivery or a non-automated email response from the recipient, confirming receipt), and addressed as set forth below:

To Grantor:

The San Juan County Land Bank
350 Court Street, No. 6
Friday Harbor, WA 98250

Email: sjclandbank@sjclandbank.org

To the Grantee:

The San Juan Preservation Trust
Box 759
Friday Harbor, WA 98250

Email: sjpt@sjpt.org

Either Grantor or Grantee may, by proper notice to the other, designate another address for the giving of notices. All notices sent by mail shall be deemed given on the third day following the day the notice is mailed in accordance with this Section 18.

18.2 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. When 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 Purposes thereof. When 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. When 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. When 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 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 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 shall resubmit its notice. If Grantee fails thereafter to act on Grantor's request within thirty (30) days after receipt of the resubmitted notice, Grantee's constructive disapproval of the proposed use or activity in question, as described in Grantor's notice thereof shall be presumed. Because a constructive disapproval is not a decision by Grantee based on the merits of the request, it is not final or binding on Grantee, and Grantor can resubmit the same or a similar request for approval. Grantee shall make all reasonable efforts and act in good faith to respond in a timely manner to requests for approval under this Subsection 18.2.

18.3 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/or terms of this Conservation Easement 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, and if Grantor resubmits its notice, and if Grantee thereafter does not provide written objections within thirty (30) days after receipt of Grantor's resubmission notice, then Grantee's constructive disapproval of the proposed use or activity in question, as described in Grantor's notice thereof, shall be presumed. Because a constructive disapproval is not a decision by Grantee based on the merits of the request, it is not final or binding on Grantee, and Grantor can resubmit the same or a similar request for approval. Grantee shall make all reasonable efforts and act in good faith to respond in a timely manner to requests for consultation on proposed uses or activities under this Subsection 18.3.

- 19 LIBERAL CONSTRUCTION.** Any general rule of construction to the contrary notwithstanding, this Conservation Easement shall be liberally construed to effect the Purposes of this Conservation Easement and the policy and purpose of RCW 64.04.130 and chapter 84.34 RCW. Grantor and Grantee acknowledge that the perpetual prohibitions and limitations against certain uses of, and activities on, the Property, including, but not limited to, those against subdivision of the Property, have been specifically negotiated. Grantor and Grantee agree that no law favoring reasonable temporal limitations shall be used in the interpretation of this Conservation Easement. 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.
- 20 AMENDMENTS.** Grantor and Grantee acknowledge that natural conditions, landscapes, consistent uses, economic and cultural conditions, and technologies change over time. Given this fact, 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, Grantor and Grantee have the right to agree to amendments of this Conservation Easement, and Grantee has the right to exercise discretionary consents involving 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 furthers or is not inconsistent with the Purposes of this Conservation Easement and meets the other requirements of this

section. Nothing in this section shall require Grantor or Grantee to agree to any amendment or require Grantee to exercise any discretionary consent.

All amendments or discretionary consents shall conform to all of Grantee's policies in effect at the time of the amendment or discretionary consent, including, without limitation, Grantee's Conservation Easement Amendment Policy. No amendment or discretionary consent shall be allowed under this section that would adversely affect the status of the Grantee under IRC Section 170(h) or any other applicable laws. Any such amendment or discretionary consent shall be consistent with the Purposes of this Conservation Easement and the parties' intent to protect such conservation purposes in perpetuity; shall not affect its perpetual duration; shall not result in the release of any portion of the Property from permanent protection under this Conservation Easement absent extinguishment of the Conservation Easement as to such portion of the Property in accordance with the provisions of Section 10 above; and shall not permit any impairment of the Conservation Values of the Property. In addition, any such amendment or discretionary consent shall clearly serve the public interest; shall be consistent with the charitable purposes of Grantee; shall comply with all applicable federal, state, and local laws; shall not result in private inurement or confer impermissible private benefit; shall be consistent with the documented intent of Grantor and any direct funding source; and shall have a net beneficial or neutral effect on the Conservation Values protected by the Conservation Easement.

This Conservation Easement shall not be amended or modified except in writing in a document signed by the Grantor and Grantee. Where appropriate, the amended Conservation Easement shall be accompanied by an updated Baseline Present Conditions Report signed by the Grantor and the Grantee and the subordination of any mortgages, deeds of trust, or other liens in existence at the time of amendment to the Conservation Easement. Any such amendment shall be recorded in the land records of San Juan County, Washington.

- 21 **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.
- 22 **GOVERNING LAW.** The interpretation and performance of this Conservation Easement shall be governed by the laws of the State of Washington.
- 23 **NO FORFEITURE.** Nothing contained in this Conservation Easement will result in a forfeiture or reversion of Grantor's title in any respect.
- 24 **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 20 above.

- 25 TERMINATION OF RIGHTS AND OBLIGATIONS.** Notwithstanding anything contained in this Conservation Easement to the contrary, upon transfer of a party's interest in the Property, that party's rights and obligations under this Conservation Easement terminate, except that liability for acts or omissions occurring prior to transfer shall survive transfer. It is the responsibility of any Grantor owning the interest in the Property to be transferred to request from Grantee prior to the transfer a certificate of compliance to verify whether violations exist as of the date of transfer. Grantee will cooperate with Grantor in making such a determination.
- 26 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 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.
- 27 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.
- 28 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.
- 29 EFFECTIVE DATE.** This Conservation Easement shall be effective as of the date of recording in the official records of San Juan County, Washington ("Effective Date").
- 30. CALCULATION OF DAYS.** When this Conservation Easement refers to a specified number of days for purposes of determining a certain amount of time during which a party may, or is obligated to, complete an action, those days shall be considered and counted as calendar days for purposes of determining the amount of time.

{Signature pages to follow}

EXHIBIT "A"

Legal Description of the Property

Government Lot 2, Section 10, Township 37 North, Range 2 West, W.M., in San Juan County, Washington;

EXCEPT the East 405 feet measured on the South line thereof;

TOGETHER WITH second class tidelands as heretofore conveyed by State of Washington by Deed recorded Volume 19 of Deeds, page 218, records of San Juan County, described as situated in front of, adjacent to or abutting the East one-half of Government Lot 2;

EXCEPT those tidelands adjoining the East 405 feet of said Government Lot 2 as measured on the South line thereof;

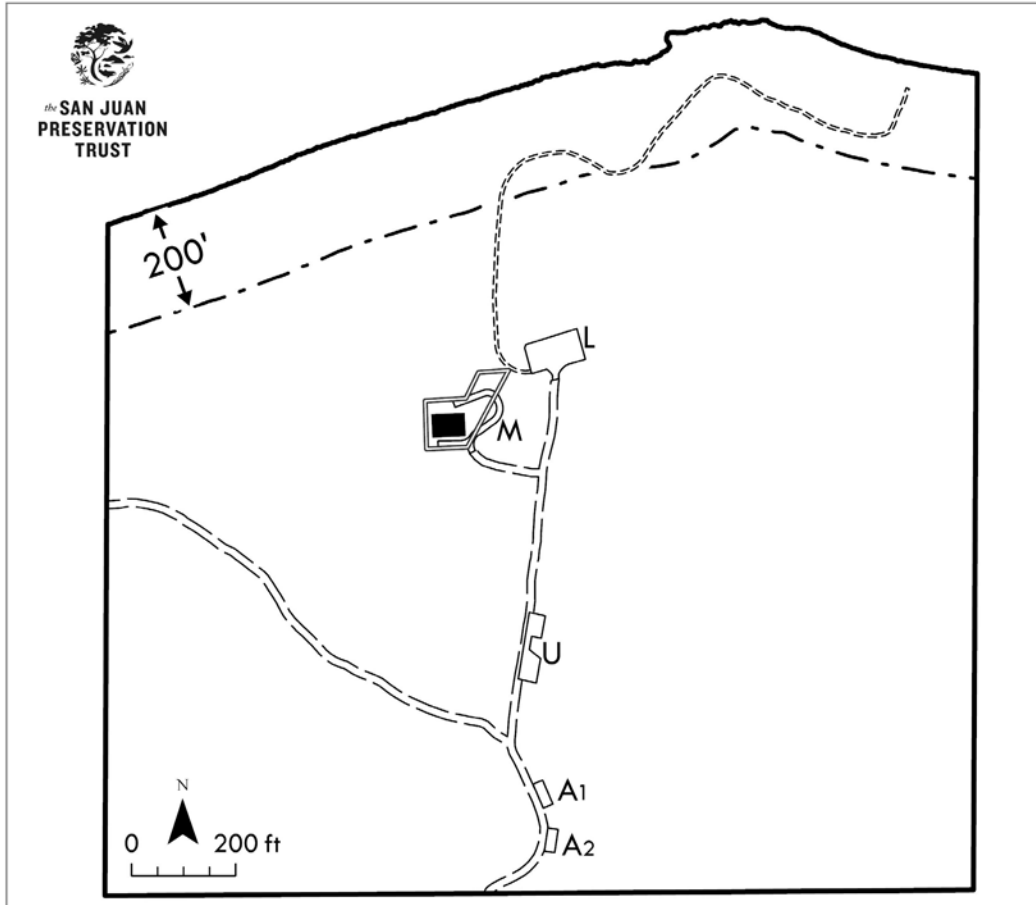
ALSO Government Lot 3, Section 10, Township 37 North, Range 2 West, W.M., in San Juan County, Washington;

EXCEPT the West 565 feet measured on the South line thereof.

SUBJECT TO easements and restrictions of record.

EXHIBIT "B"

Map of Property Protected by the Conservation Easement



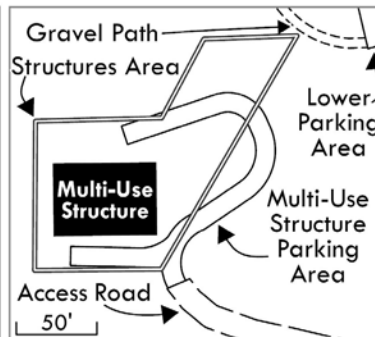
- Property Boundary
- Structures Area (0.29 Acres)
- Multi-Use Structure
- Shoreline Buffer
- Parking Areas
- Access Road Corridors
- Gravel Path

M = Multi-Use Structure Parking
~4,231.1 sq ft *

U = Upper Parking
~3,674.5 sq ft

L = Lower Parking
~10,491.6 sq ft

A = Additional Parking (not yet built)
A1 = 1,000 sq ft
A2 = 900 sq ft



Parcel Data from San Juan County GIS Dept. Road Corridors derived

from 2019 LiDAR from WADNR LiDAR Portal. Parking Areas and Gravel Path from Natural Systems Design, Coast Geologic Services and SJC Conservation Land Bank. * Parking Area sq ft estimates include graded area, but polygons just depict the parking surface.

EXHIBIT "C"

Map of Wetlands and Associated Buffer

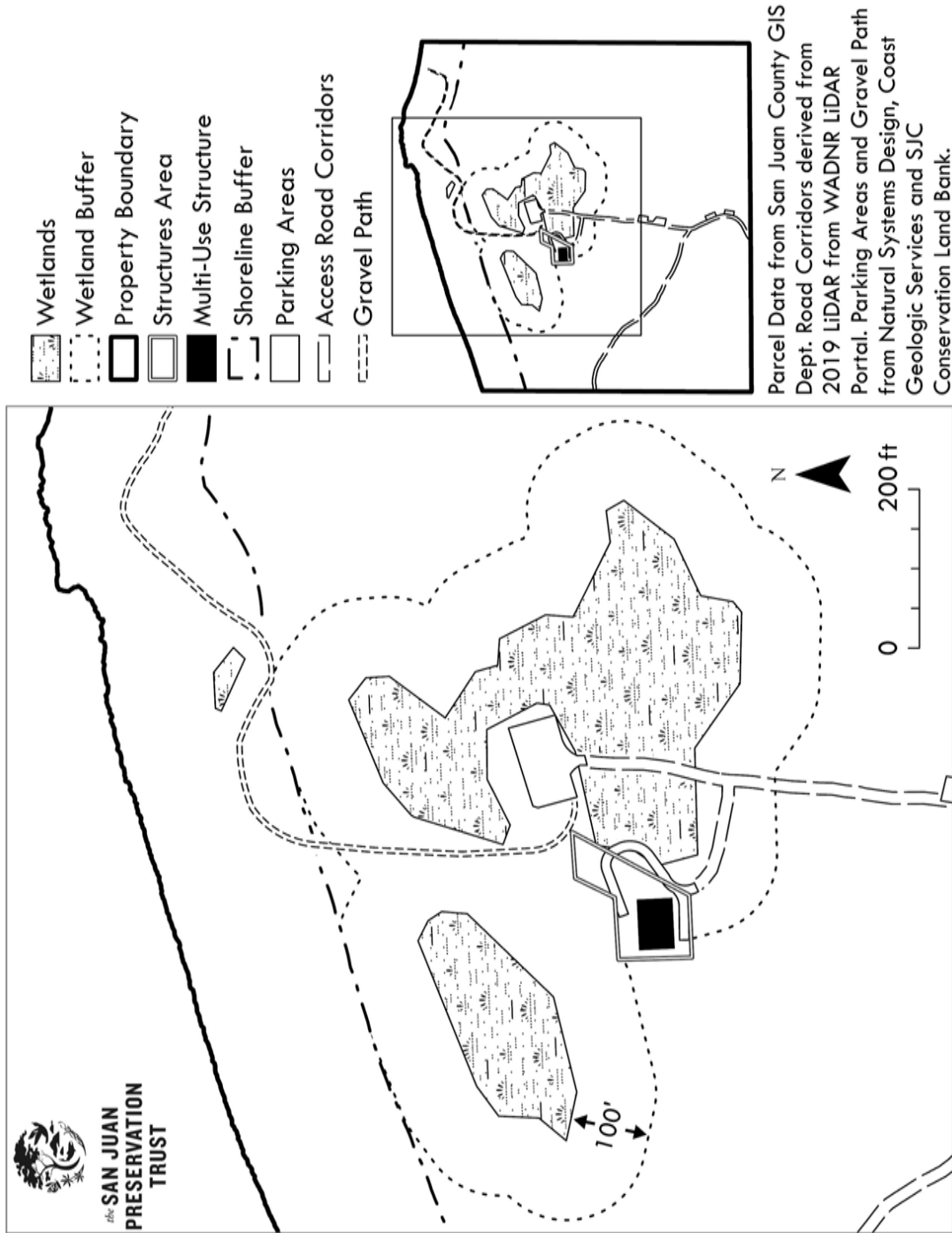


EXHIBIT "D"

Acknowledgement of Baseline Present Conditions Report

Grantor and Grantee acknowledge that each has read the Baseline Present Conditions Report (consisting of a title page; declaration page; █ pages of text; █ pages of maps; █ pages of species lists; and █ pages of photographs), dated <INSERT DATE>, 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, by and through the SAN JUAN COUNTY LAND BANK	THE SAN JUAN PRESERVATION TRUST
By: _____	By: _____
Its _____	Its _____
Date: _____	Date: _____

EXHIBIT "E"

**Form of Assignment of Rights
Washington State Recreation and Conservation Office**

Upon Recording, Please Return To:
Washington Recreation and Conservation Office

**PO Box 40917
Olympia, WA 98504-0917
Attn: Kathryn Moore**

Document Title: Assignment of Rights

Reference No. of Related Document: **<Insert Recorded Number Here>**

Assignor: The San Juan Preservation Trust

Assignee: The State of Washington, through the Recreation and Conservation Office, including any successor agencies

Abbreviated Legal Description: **PR GL 2 PR GL 3 TGW TDS Sec 10, T 37N, R2W** (More particularly described in Exhibit "2" (Legal Description) and as depicted in Exhibit "3" (Property Map)),

Assessor's Parcel No: **271031001000**

**ASSIGNMENT OF RIGHTS
WASHINGTON STATE RECREATION AND CONSERVATION OFFICE
North Shore Property**

This ASSIGNMENT OF RIGHTS (this "Assignment") is executed as of the _____ day of _____, 2024, by The San Juan Preservation Trust, a Washington nonprofit corporation ("Assignor"), to and in favor of THE STATE OF WASHINGTON through the Recreation and Conservation Office ("Assignee" or "RCO"), including any successor agencies.

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RECITALS

A. Assignor has entered into a Conservation Easement with San Juan County, acting by and through the San Juan County Land Bank ("Owner") in San Juan County, Washington. The name and address of the Owner and the recording number of the Conservation Easement are set forth in Exhibit "1" attached hereto and incorporated herein. The legal description of the Property subject to the Conservation Easement is set forth in Exhibit "2" attached hereto and incorporated herein.

B. The purpose of the Conservation Easement is described in the Conservation Easement. The purpose for acquisition of the Conservation Easement is also described in the Project Agreement entered into between the recipient of Recreational and Conservation Office ("RCO") funds ("Sponsor"); and the Assignee through the RCO entitled North Shore Conservation Easement Project Number 22-1439A dated July 1, 2023, and the supporting materials which are on file with the Assignee in connection with the Project Agreement, which Project Agreement is incorporated herein by this reference. That purpose includes protection, restoration, and enhancement of habitat as defined in the Conservation Easement.

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

D. These recitals are incorporated herein by this reference.

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

AGREEMENT

1. **Assignment.** For and in consideration of monies coming in whole or in part from the Puget Sound Acquisition and Restoration Account and in fulfillment of terms of the Project Agreement identified herein, Assignor does hereby assign, transfer, set over, convey and deliver to the Assignee individually, and as the representative of all the people of the State, the following joint rights (collectively referred to as " Joint Rights") under the Conservation Easement, the recording number of which is listed in Exhibit "1" attached hereto and incorporated herein by this reference and as described in Exhibit "2" attached hereto. The term "Joint Right" means a right that both the Assignor and Assignee may independently enforce under the Conservation Easement. The grant of these Joint Rights

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does not in any way relieve the Assignor of its duties to enforce the terms of the Conservation Easement or the Project Agreement.

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

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

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

d. **Termination For Reasons of Impracticability.** A right to review and approve any proposed agreements to terminate the Conservation Easement, or release a portion of the Property from the terms of the Conservation Easement, before expiration of the term of the Conservation Easement for the reason that circumstances have rendered the conservation purpose of the Conservation Easement impractical to achieve. Absent approval of the Assignee acting through the RCO or entry of an order of the Superior Court in which the property subject to the Conservation Easement is located, the Assignor shall not enter into any termination or release agreement.

e. **Stewardship and Management Plans.** A right to review any Stewardship and/or Management Plans, including habitat restoration and enhancement plans, as defined in the Conservation Easement. Review by RCO's Director will be for compliance with the terms of the Project Agreement.

To the extent the Joint Rights assigned herein overlap with the rights granted to the Assignor under the Conservation Easement, the Joint Rights assigned herein shall not be construed to displace those rights. These Joint Rights shall be held in common with Assignor or Assignor's successors and assigns.

2. **Assignee's Exercise of Rights.** The Assignee hereby represents and warrants that its exercise of rights under this Assignment will be consistent with the conservation purpose defined in the Conservation Easement and the Project Agreement.

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

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

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

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

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

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

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

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

7. **Restriction on Assignment.** Assignor shall not assign the Conservation Easement or the performance of any obligations to the Assignee under the Conservation Easement, without the express written consent of the RCO's Director, which shall not unreasonably be withheld.

8. **Assignment Term.** The term of this Assignment shall be the same as the term of the Conservation Easement, and shall expire upon the expiration date of the Conservation Easement (if any).

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9. **Disputes.** Any disputes between Assignor and the Assignee under this Assignment shall be governed by the terms of the Project Agreement.

10. **Governing Law/Venue.** This Assignment shall be governed by the laws of the State of Washington. In the event of a lawsuit between Assignor and the Assignee involving this Assignment, venue shall be proper only in Thurston County. Assignor by executing this Assignment acknowledges the jurisdiction of the courts of the State of Washington in this matter.

11. **Severability.** If any provision of this Assignment or any provision of any document incorporated by reference herein shall be held invalid, such invalidity shall not affect the other provisions of this Assignment which can be given effect without the invalid provision and to this end the provisions of this Assignment are declared to be severable.

12. **SCHEDULE OF EXHIBITS:**

Exhibit "1" - Owner and Conservation Easement Recording Number

Exhibit "2" - Legal Description of Property Subject to Conservation Easement

Exhibit "3" - Map of Property Subject to Conservation Easement

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ASSIGNOR:

The San Juan Preservation Trust,
A Washington nonprofit corporation

By:

Typed/Printed Name: Angela Anderson

Its: Executive Director

Date: _____

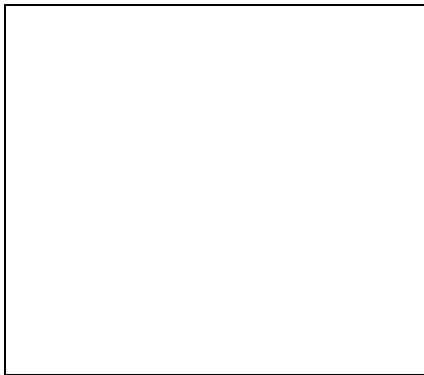
STATE OF WASHINGTON)

) ss.

COUNTY OF _____)

I certify that I know or have satisfactory evidence that Angela Anderson is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledge it as the Executive Director for The San Juan Preservation Trust and to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____



Notary Public

Print Name:

My commission expires:

(Use this space for notarial stamp/seal)

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ASSIGNEE:

THE STATE OF WASHINGTON, through its Recreation and Conservation Office

By:

Typed/Printed Name _____

Its: _____

Date: _____

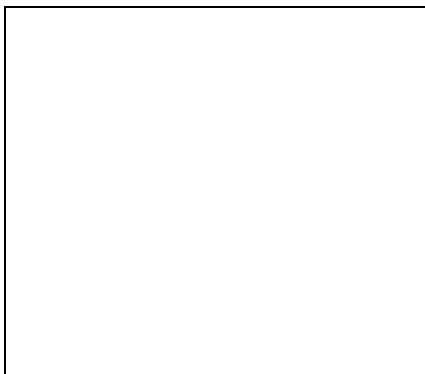
STATE OF WASHINGTON)

) ss.

COUNTY OF THURSTON)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledge it as the _____ for the Recreation and Conservation Office and to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____



Notary Public

Print Name:

My commission expires:

(Use this space for notarial stamp/seal)

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EXHIBIT 1

OWNER AND CONSERVATION EASEMENT RECORDING NUMBER

Name: San Juan County Land Bank
Address: 350 Court Street, No. 6 Friday Harbor, WA 98250

Recording No.: <to be filled in>
Document Title: Grant Deed of Conservation Easement and Right of First Offer

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EXHIBIT 2

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

Government Lot 2, Section 10, Township 37 North, Range 2 West, W.M., in San Juan County, Washington;

EXCEPT the East 405 feet measured on the South line thereof;

TOGETHER WITH second class tidelands as heretofore conveyed by State of Washington by Deed recorded Volume 19 of Deeds, page 218, records of San Juan County, described as situated in front of, adjacent to or abutting the East one-half of Government Lot 2;

EXCEPT those tidelands adjoining the East 405 feet of said Government Lot 2 as measured on the South line thereof;

ALSO Government Lot 3, Section 10, Township 37 North, Range 2 West, W.M., in San Juan County, Washington;

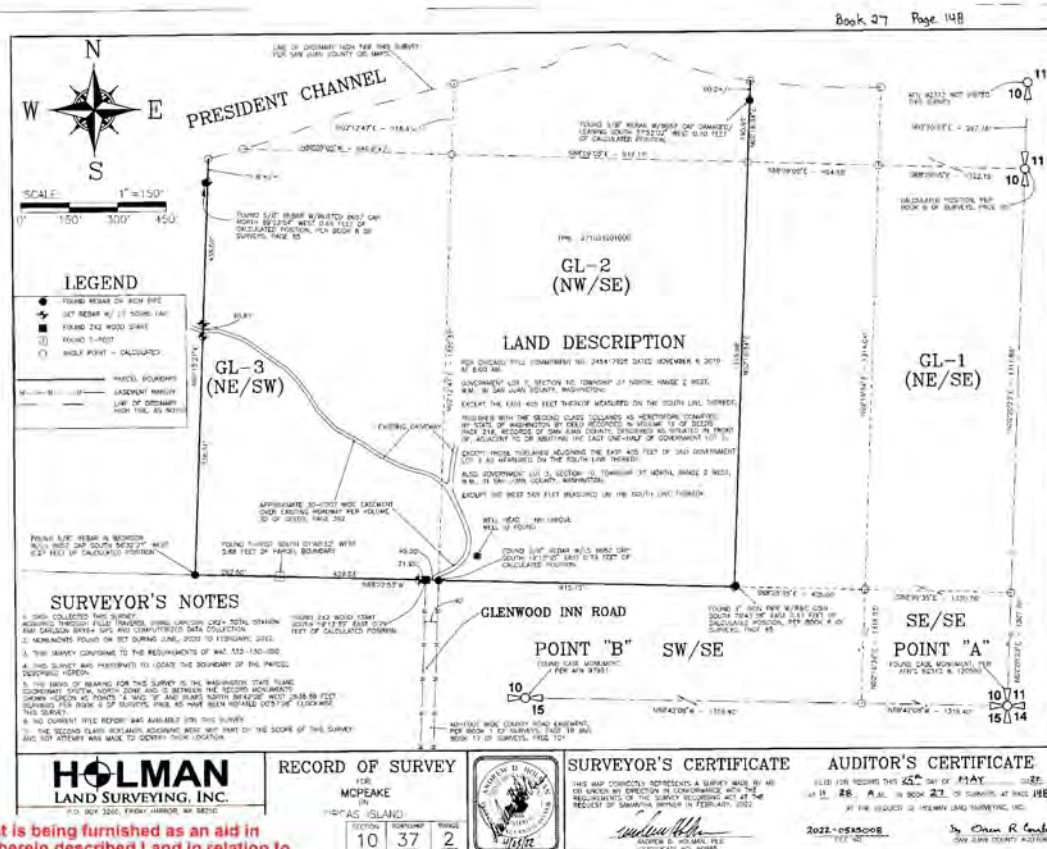
EXCEPT the West 565 feet measured on the South line thereof.

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EXHIBIT 3

MAP OF PROPERTY SUBJECT TO CONSERVATION EASEMENT

NORTH SHORE PROPERTY
SUBJECT TO CONSERVATION EASEMENT
SAN JUAN COUNTY SALMON CONSERVATION EASEMENT PROTECTION PROJECT #22-1439A
ASSIGNOR: THE SAN JUAN PRESERVATION TRUST
DATE PREPARED: 5/22/2022 (HOLMAN LAND SURVEYING, INC)



This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

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