

**ISLAND COUNTY COMMISSIONERS' WORK SESSION SCHEDULE  
SEPTEMBER 10, 2025**

Those interested in attending the meeting virtually please

**Login:** <https://zoom.us/j/98589156528?pwd=ds1haw2vO3AjRMwsuzQmctwFq0TcVW.1>

**Passcode:** 163571 **Or by phone:** (253) 215-8782

**Webinar ID:** 985 8915 6528 **Passcode:** 163571

9:00 a.m.	Public Works
9:10 a.m.	Public Health
9:45 a.m.	Planning & Community Development

The Board of County Commissioners meets routinely in Work Session the first three Wednesdays of each month. Work Sessions are held in the Annex Building, Board of County Commissioners' Hearing Room, #B102, 1 NE 6<sup>th</sup> Street, Coupeville, WA.

Work Sessions are public meetings that provide an informal workshop format opportunity for the Board to review ongoing items with departments or to meet with other agencies, committees, or groups to discuss specific topics of mutual interest. Items are typically reviewed at Work Session before being scheduled on the agenda for the Board's regular Tuesday business meetings.

While Work Sessions do not have time set aside for verbal public comment, written public comment is welcomed and can be directed to the Clerk of the Board by submitting comments to [CommentBOCC@islandcountywa.gov](mailto:CommentBOCC@islandcountywa.gov). If you have questions regarding public comment, you may call (360) 679-7385. Written public comments are considered a public record.

Times for each department are approximate; a time slot scheduled for a specific department may be revised as the Work Session progresses. Because of the workshop format and time sensitivity, certain items, topics, and materials may be presented that are not included in the published agenda. **If you are interested in reviewing those documents, please contact the Clerk of the Board at (360) 679-7354.**

**ASSISTIVE LISTENING AVAILABLE:** Please contact the clerk for an assistive listening device to use during the meeting. Please return the device at the end of the meeting.

**NOTE:** Audio recordings are posted within 48 hours of the meeting date. To listen to the recording visit the [Agenda Center](#) on the Island County website.



**ISLAND COUNTY PUBLIC WORKS**

**WORK SESSION AGENDA**

**MEETING DATE: 9/10/2025**

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**To: Melanie Bacon, Chair**  
**Board of Island County Commissioners**

**From: Fred Snoderly, Director**

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**Amount of time requested for agenda discussion. 10 minutes**

**DIVISION: County Roads**

**Agenda Item No.: 1**

**Subject: 2026-2028 Multi-Year Consultant Services Agreements**

**Description:** Initiate new Public Works On-Call Consultant Contracts in 19 categories to begin on January 1, 2026, replacing the existing On-Call Contracts.

**Attachment: Memorandum, 2026-2028 On-Call Consultant Short List**

**Request:** *(Check boxes that apply)*

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Move to Consent | <input type="checkbox"/> Move to Regular           |
| <input type="checkbox"/> None/Informational         | <input type="checkbox"/> Schedule a Public Hearing |
| <input type="checkbox"/> Signature Request          | <input type="checkbox"/> Other: _____              |

**IT Review:** Not Applicable

**Budget Review:** Not Applicable

**P.A. Review:** Not Applicable



## Island County Public Works

*Ed Sewester, P.E., County Engineer*

*Matthew Lander, P.E., Assistant County Engineer*

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1 NE 7<sup>th</sup> Street, Coupeville, WA 98239 | [www.islandcountywa.gov](http://www.islandcountywa.gov)

Ph: Whidbey 360-679-7331 | Camano 360-387-3443 | S Whidbey 360-321-5111

Email: [Ed.Sewester@islandcountywa.gov](mailto:Ed.Sewester@islandcountywa.gov) | [M.Lander@islandcountywa.gov](mailto:M.Lander@islandcountywa.gov)

### MEMORANDUM

September 10, 2025

TO: Board of County Commissioners – Island County

FROM: Ed Sewester, County Engineer

RE: 2026-2028 Multi-Year Consultant Services Agreements

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The Island County Public Works Department (Public Works) will be presenting to the Island County Board of County Commissioners (BOCC), at its September 10, 2025 Work Session, the short list of consultants Public Works requests to pursue multi-year consultant services contracts for professional and general services.

Public Works published a Request for Qualifications covering 19 separate professional and general services (including general civil engineering, geotechnical engineering, surveying, right of way, etc.) to fulfill the Public Works' mission. Following the evaluation of 30 consulting Firm's statements of qualifications received by Public Works, formal interviews were conducted. Each Firm was required to provide a presentation of their qualifications followed by interview questions from a Public Works panel. Based on the scoring from each interview panel and a Public Works review of all consultant firms, 26 firms are selected (see attached) to pursue multi-year consultant agreements.

These are replacement contracts to the current 2023-2025 Multi-Year On-Call Consultant Agreements, each of which will be expiring on December 31, 2025. The new 2026-2028 Multi Year Consultant Services Agreements will begin January 1, 2026, and end on December 31, 2028. The new agreements are expected to be included on the BOCC Consent agendas over the next two to three months and will use the current Washington State Department of Transportation Local Agency A&E Professional Services Negotiated Hourly Rate Consultant Agreement (attached) for each contract.

Tasks will be formally assigned by the Island County Public Works Department on an as-needed basis to these select consultant firms. These contracts can only be used on projects with local and some state funding (no federally funded projects).

SOQ submittals were not received for the categories below:

- Cultural Resources/Archelogy
- Material Sampling/Testing
- Traffic Signal Maintenance Providers

A separate RFQ (Request for Qualifications) for the Multi-Year On-Call Consultant Contracts above will be advertised in the next few weeks. Once the SOQ submittals are submitted and reviewed the contracts will be forthcoming to a separate Work Session.

**2026-2028 Multi-Year On-Call Consultant Contracts**

	<b>2026-2026 Multi-Year On-Call Consultant Contracts</b>	<b>Total Amount</b>	<b>Categories</b>
	<b>Firm Name</b>	<b>Authorized</b>	
1	Associated Earth Science Inc.	\$300,000.00	Env., Geo.
2	Bush Roed & Hitchings, Inc.	\$200,000.00	Survey
3	Confluence Environmental Co.	\$300,000.00	Env.
4	DKS Associates	\$300,000.00	Traffic Sig/Roundabout
5	FACET	\$300,000.00	Gen., Hyd., Env.
6	Frazier Surveying LLC	\$200,000.00	Survey
7	GeoEngineers, Inc.	\$300,000.00	Geo., Env.
8	Geosyntec Consultants, Inc.	\$300,000.00	Gen., Hyd,
9	Herrera Environmental Consultants	\$300,000.00	Env., Coastal, Hyd., CM, Solid Waste Eng., Permit
10	Kimley-Horn	\$300,000.00	ROW Negotiations, Survey, Gen., Traffic Signal/Roundabout
11	KBA, Inc.	\$300,000.00	CM
12	KPFF, Inc.	\$300,000.00	CM, Gen
13	Moffat & Nichol	\$300,000.00	Env., Gen., Coastal
14	Natural Systems Design	\$300,000.00	Hyd., Coastal
15	OAI Architectural Planning	\$300,000.00	Architecture
16	PND Engineers, Inc.	\$300,000.00	Gen. Civil
17	Reichhardt & Ebe Engineering, Inc.	\$300,000.00	Gen., Hyd., CM
18	Reid Middleton, Inc.	\$300,000.00	Gen., Hyd. Traffic., Geo., CM, Perm., Env.
19	RMC Architects	\$300,000.00	Architecture
20	SCS Engineers	\$300,000.00	Solid Waste Eng.
21	Tetra Tech	\$300,000.00	Hyd., Geo.
22	Tierra Right of Way Services, LTD	\$200,000.00	ROW Negotiations & Appraisals
23	Transporttion Solutions	\$300,000.00	Traffic Sig/Roundabout
24	Univeral Field Services	\$200,000.00	ROW Negotiations
25	VPR Services	\$300,000.00	Pavement Surv.
26	Wilson Engineering	\$300,000.00	Gen., Surv.



**ISLAND COUNTY PUBLIC HEALTH**

**WORK SESSION AGENDA**

**MEETING DATE: 9/10/2025**

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**To: Melanie Bacon, Chair**  
**Board of Island County Commissioners**

**From: Shawn Morris, Director**

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**Amount of time requested for agenda discussion. 30 minutes**

**DIVISION: Dept of Natural Resources**

**Agenda Item No.: 1**

**Subject: Contract 2026-26 Island Local Integration Organization (ILIO) with Puget Sound Partnership**

**Description:** Contract 2026-26 with the Puget Sound Partnership (PSP) is a three-year contract beginning on October 1st, 2025, and extending through September 30, 2028, to fund the Island Local Integrating Organization (ILIO) for natural resources stewardship. This contract includes three years of funding for organizational capacity, program integration, and project implementation. This contractual agreement awards a total of \$443,750 over three years.

**Attachments: Executive Summary, Contract**

**Request:** *(Check boxes that apply)*

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Move to Consent | <input type="checkbox"/> Move to Regular           |
| <input type="checkbox"/> None/Informational         | <input type="checkbox"/> Schedule a Public Hearing |
| <input type="checkbox"/> Signature Request          | <input type="checkbox"/> Other: _____              |

**IT Review:** Not Applicable

**Budget Review:** In process

**P.A. Review:** In process

*(continued on next page)*

**DIVISION:** Environmental

**Agenda Item No.:** 2

**Subject:** Interdepartmental Case Coordination Memo

**Description:** A summary of escalating code enforcement cases from the permitting departments for interdepartmental coordination, including Public Health, Planning, Public Works, the Prosecuting Attorney's Office, the Sheriff's Office, and Human Services. The goal is to support shared decision-making about next steps and escalation requests to the BOCC at quarterly public meetings.

**Attachment:** Memo

**Request:** *(Check boxes that apply)*

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Move to Consent | <input type="checkbox"/> Move to Regular           |
| <input type="checkbox"/> None/Informational         | <input type="checkbox"/> Schedule a Public Hearing |
| <input type="checkbox"/> Signature Request          | <input type="checkbox"/> Other: _____              |

**IT Review:** Not Applicable

**Budget Review:** In process

**P.A. Review:** In process

**Contract with  
the Puget Sound Partnership (PSP) for  
Island Local Integration (ILIO) Organization Program Administration  
Contract No.: 2026-26**

- Executive Summary -  
*September 10, 2025 BOCC Work Session*

<b>Summary</b>	Contract 2026-26 with the Puget Sound Partnership (PSP) is a three-year contract to begin on October 1st, 2025, and extending through September 30, 2028, to fund the Island Local Integrating Organization (ILIO). This contract includes three years of funding for organizational capacity, program integration, and project implementation. Each year, the PSP and the ILIO reexamine the priorities and action items for the upcoming year and adjust the workplan and budget as needed. This contractual agreement awards a total of \$443,750 over three years.
<b>Policy and Regulatory Context</b>	The ILIO includes all of Island County, also known as Water Resources Inventory Area (WRIA) 6. The ILIO builds upon existing committees and watershed groups that are collectively responsible for actions related to the implementation of watershed focused programs and projects in Island County. Island County territory, as part of a functioning element of Puget Sound, has a long tradition of utilizing the strength of our citizens and volunteer groups to support recovery efforts. The intention of the ILIO is to build upon these existing structures and others within WRIA 6 to continue to support the work of those organizations. The ILIO coordinates process within to best identify and focus work moving forward by convening the ILIO Technical Committee and Executive Committees and ensuring coordination of efforts and resources across multiple entities working toward Puget Sound recovery.
<b>Fiscal Impact</b>	This contract funds three years of work in the following increments: Year 1: \$143,750 Year 2: \$150,000 Year 3: \$150,000 This contract will be utilized from October 1, 2025 through September 30, 2028 to fund the ILIO Coordinator position within IC DNR.
<b>Recommendation</b>	Accept contract 2026-26 for a total of \$443,750 for the ILIO.



## Interagency Agreement

Agreement Number: 2026-26  
Title: Island LIO – FFY 2026-2028 Funding

This agreement is made and entered into pursuant to the Interlocal Cooperation Act, RCW 39.34, by and between the state of Washington, Puget Sound Partnership (PSP), and the below named agency, hereinafter referred to as “**CONTRACTOR**.”

### CONTRACTOR INFORMATION

Island County  
PO Box 5000  
Coupeville, WA  
98239-5000

### Project Manager

Jennifer Schmitz  
[j.schmitz@islandcountywa.gov](mailto:j.schmitz@islandcountywa.gov)  
(360) 679-7352

UBI: 151000298  
EIN: 916001321  
UEI: HP7FMXW2Y859

Fiscal: Renee Lohmann  
[r.lohmann@islandcountywa.gov](mailto:r.lohmann@islandcountywa.gov)  
(360) 678-7889

### PSP INFORMATION

PUGET SOUND PARTNERSHIP  
PO Box 40900  
Olympia, WA 98504

### Project Manager

Jason Lim  
[jason.lim@psp.wa.gov](mailto:jason.lim@psp.wa.gov)  
(360) 742-7434

### PURPOSE

The purpose of this agreement is to provide financial support for the coordination of the Island Local Integrating Organization (LIO).

### STATEMENT OF WORK

The CONTRACTOR shall furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of the work set forth in Exhibit B attached and incorporated herein.

In the event that the CONTRACTOR is a Sub-Recipient (grantee), Exhibit B shall describe the activities of the Sub-Recipient that are eligible for reimbursement under the award or sub-award.

### PERIOD OF PERFORMANCE

The period of performance under this agreement will be from **October 1, 2025**, *regardless of both parties signing date*, through **September 30, 2028**. **No work shall commence under this agreement until it has been fully executed by both parties.**

### COMPENSATION AND PAYMENT

Compensation for the work provided in accordance with this agreement has been established under the terms of RCW 39.34.130. The parties have estimated that the cost of accomplishing the work herein will not exceed **Four hundred forty-three thousand seven hundred fifty dollars (\$443,750)**. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount prior to the commencement of any work which will cause the maximum payment to be exceeded. CONTRACTOR'S compensation for services rendered shall be in accordance with the Budget & Billing Procedures attached as Exhibit C.

In the event that the CONTRACTOR is a Sub-Recipient, the total amount of the award or sub-award for reimbursable activities shall not exceed the above amount, also in accordance with the Budget & Billing Procedures attached as Exhibit C.

### FEDERAL FUNDING INFORMATION

This Contract includes federal funding ☒ Yes ☐ No

CONTRACTOR is a Sub-Recipient for purposes of this agreement ☒ Yes ☐ No

CFDA #	CFDA Title	Federal Grant Award Number	Federal Grant Award Name	Federal Agency Name
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66.456	National Estuary Program Base and IS/SCI	CE-02J98701-0	Puget Sound Partnership National Estuary Program	Environmental Protection Agency
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### TERMS AND CONDITIONS

All rights and obligations of the parties to this contract shall be subject to and governed by the Terms and Conditions contained in the following exhibits, herein incorporated by reference. The contents of this Agreement include:

1. This contract cover sheet
2. Exhibit A – General Terms and Conditions
3. Exhibit B – Statement of Work
4. Exhibit C – Budget & Billing Procedures
5. Exhibit D - Lobbying Certification
6. Exhibit E – Sub-Recipient Federal Requirements (only if this is a Sub-Recipient contract)
  - Attachment 1- Federal Assurances Form 424B (Rev 4-2012)
  - Attachment 2- Federal Funding Accountability and Transparency Act Data Collection (FFATA form)

### ORDER OF PRECEDENCE

In the event of an inconsistency in this agreement, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable Federal and State of Washington Statutes and regulations
2. This Agreement/Contract, including Exhibit A, General Terms and Conditions
3. Exhibit B, Statement of Work and Exhibit C, Budget & Billing Procedures
4. Any other Exhibit or provision, term or material incorporated herein by reference or otherwise incorporated

### ENTIRE AGREEMENT

This agreement, including referenced exhibits and any other provision, term or material expressly incorporated by reference, represents all the terms and conditions agreed upon by the parties. No other statements or representations, written or oral, shall be deemed a part hereof.

### APPROVAL

This agreement shall be subject to the written approval of the AGENCY'S authorized representative and shall not be binding until so approved. The agreement may be altered, amended, or waived only by a written amendment executed by both parties.

This agreement is executed by the persons signing below, who warrant they have the authority to execute the agreement.

**Island County Board of County  
Commissioners**

**Puget Sound Partnership**

Melanie Bacon  
Chair

Date

Larry Epstein  
Deputy Director

Date

APPROVED AS TO FORM:

/s Matt Janz

Assistant Attorney General

February 6, 2025

Date

**EXHIBIT A -  
GENERAL TERMS AND CONDITIONS**

**Title: Island LIO – FFY 2026-2028 Funding**

**1. DEFINITIONS**

As used throughout this contract, the following terms shall have the meaning set forth below:

- A. "AGENCY" means the Puget Sound Partnership (PSP) of the State of Washington, any division, section, office, unit or other entity of the AGENCY, or any of the officers or other officials lawfully representing that AGENCY.
- B. "AGENT" means the Director, and/or the delegate authorized in writing to act on the Director's behalf.
- C. "CONTRACTOR" means that firm, provider, organization, individual or other entity performing service(s) under this contract, and shall include all employees of the CONTRACTOR.
- D. "DEBARMENT" means an action taken by a Federal agency or official to exclude a person or business entity from participating in transactions involving certain federal funds.
- E. "EPA" means U.S. Environmental Protection Agency.
- F. "SUBCONTRACTOR" means one not in the employment of the CONTRACTOR, who is performing all or part of those services under this contract under a separate contract with the CONTRACTOR. The terms "SUBCONTRACTOR" and "SUBCONTRACTORS" means SUBCONTRACTOR(s) in any tier.
- G. "SUB-RECIPIENT" means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency. Guidance on distinguishing between a subrecipient and a contractor is provided in 2 CFR §200.330. Subrecipient and contractor determinations.

**2. AMERICANS WITH DISABILITIES ACT (ADA)**

If the contract includes federal funding, the CONTRACTOR must comply with Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities by entities receiving Federal financial assistance. The CONTRACTOR may also be required to comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

**3. ADVANCE PAYMENTS PROHIBITED**

No payments in advance of or in anticipation of goods or services to be provided under this contract shall be made by the AGENCY.

**4. AMENDMENT**

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

**5. ASSIGNMENT**

The work to be provided under this Agreement, and any claim arising under this Agreement, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

**6. ASSURANCES**

The parties agree that all activity pursuant to this Agreement shall be in accordance with all applicable federal, state and local laws, rules, and regulations as they currently exist or as amended.

## **7. CONFIDENTIALITY**

Confidential information: The CONTRACTOR shall not use or disclose any information that is identified as such, for any purpose not directly connected with the administration of this contract, except with prior written consent of the AGENCY, or as may be required by law. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties. However, the parties acknowledge that state and local agencies are subject to chapter [42.56 RCW](#), the Public Records Act.

Personal Information (one form of confidential information): Personal information including, but not limited to, "Protected Health Information," collected, used, or acquired in connection with this contract shall be protected against unauthorized use, disclosure, modification or loss. CONTRACTOR shall ensure its directors, officers, employees, subcontractors or agents use personal information solely for the purposes of accomplishing the services set forth herein. CONTRACTOR and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the agency or as otherwise required by law. Any breach of this provision may result in termination of the contract and the demand for return of all personal information. The CONTRACTOR agrees to indemnify and hold harmless the AGENCY for any damages related to the CONTRACTOR'S unauthorized use of personal information.

## **8. CREDIT AND ACKNOWLEDGEMENT**

Reports, documents, signage, videos, or other media, developed as part of projects funded by EPA funded Agreements shall display both the EPA and Puget Sound Partnership logos and the following credit line: "This project has been funded wholly or in part by the United States Environmental Protection Agency under Assistance Agreement [CE-02J98701-0]. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does mention of trade names or commercial products constitute endorsement or recommendation for use."

## **9. DEBARMENT AND SUSPENSION**

CONTRACTOR, by signature to this Contract, certifies that CONTRACTOR is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from participating in transactions (Debarred). CONTRACTOR shall comply with applicable federal agency debarment and suspension rules adopted pursuant to Office of Management and Budget guidance at 2 CFR Part 180, such as 2 CFR Part 1532 for the Environmental Protection Agency, which implement Executive Order 12549. CONTRACTOR acknowledges that failing to disclose the information required at 2 CFR 180.335 may result in the delay or negation of this contract, or pursuance of legal remedies, including suspension and debarment.

CONTRACTOR shall not award subcontracts or subawards to persons (individuals or organizations) listed on the Excluded Parties List located at [www.sam.gov/](http://www.sam.gov/). CONTRACTOR agrees to include the above requirements in all subcontracts into which it enters. The CONTRACTOR shall immediately notify AGENCY if, during the term of this Contract, CONTRACTOR becomes Debarred. AGENCY may immediately terminate this Contract by providing CONTRACTOR written notice if CONTRACTOR becomes Debarred during the term hereof.

## **10. DISALLOWED COSTS**

CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

## **11. DISPUTES**

In the event that CONTRACTOR is a state agency and a dispute arises under this Agreement, either of the parties may request intervention by the Governor, as provided by chapter [43.17.330 RCW](#), in which event the Governor's process will control.

In the event that a dispute arises under this Agreement, and the CONTRACTOR is not a state agency, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall evaluate the facts, Agreement terms, applicable

statutes and rules, and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on both parties.

The cost of resolution will be borne as allocated by the Dispute Board or the Governor.

## **12. DUPLICATION OF BILLED COSTS**

The CONTRACTOR shall not bill the Agency for services performed under this contract, and the Agency shall not pay the CONTRACTOR if the CONTRACTOR is entitled to payment or has been or will be paid by any other source, including grants, for that service.

## **13. GEOSPATIAL DATA STANDARDS**

All geospatial data created must be consistent with Federal Geographic Data Committee (FGDC) endorsed standards. Information on these standards may be found at <https://www.fgdc.gov/>

## **14. GOVERNING LAW AND VENUE**

This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington and the venue of any action brought under this Agreement shall be in Superior Court for Thurston County.

## **15. HOTEL MOTEL FIRE SAFETY ACT**

The Hotel and Motel Fire Safety Act of 1990 (Public Law 101-391, as amended by PL 105-85 in 1997), establishes a number of fire safety standards which must be met for hotels and motels. Pursuant to the Act, if applicable, and [15 USC 2225a](#) if any portion of this contract will be paid with federal funds, CONTRACTOR agrees to ensure that all space for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (PL 105-85, as amended). CONTRACTOR may search the Hotel-Motel National Master List at: <https://apps.usfa.fema.gov/hotel> to see if a property is in compliance (FEMA ID is currently not required), or to find other information about the Act.

If necessary, the head of the Federal agency may waive this prohibition in the public interest.

## **16. INDEPENDENT CAPACITY**

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

## **17. INTELLECTUAL PROPERTY RIGHTS**

Unless otherwise provided, all materials produced under this contract shall be considered "works for hire" as defined by the U.S. Copyright Act 17 U.S.C. § 101, et seq., and shall be owned by the AGENCY. Where federal funding is involved, the awarding federal agency may have a proprietary interest in patent rights to any inventions that are developed by the CONTRACTOR as provided in 35 U.S.C. §§ 200-212 and 37 CFR part 401 and retains a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.

CONTRACTOR acknowledges that in accordance with 40 CFR 30.36 and 31.34, EPA has the rights to reproduce, publish, use, and authorize others to use copyrighted works or other data developed under this assistance agreement for Federal purposes.

Examples of a Federal purpose include but are not limited to: (1) Use by EPA and other Federal employees for official Government purposes; (2) Use by Federal contractors performing specific tasks for the Government; (3) Publication in EPA documents provided the document does not disclose trade secrets (e.g. software codes) and the work is properly attributed to the recipient through citation or otherwise; (4) Reproduction of documents for inclusion in Federal depositories; (5) Use by State, tribal and local governments that carry out delegated Federal environmental programs as "co-regulators" or act

as official partners with EPA to carry out a national environmental program within their jurisdiction and; (6) Limited use by other grantees to carry out Federal grants provided the use is consistent with the terms of EPA's authorization to the other grantee to use the copyrighted works or other data.

Under Item 6, the grantee acknowledges that EPA may authorize other grantee(s) to use the copyrighted works or other data developed under this grant as a result of:

- the selection of another grantee by EPA to perform a project that will involve the use of the copyrighted works or other data or:
- termination or expiration of this agreement.

In addition, EPA may authorize another grantee to use copyrighted works or other data developed with Agency funds provided under this grant to perform another grant when such use promotes efficient and effective use of Federal grant funds.

Materials means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

In the event the materials are not considered "works for hire" under the U.S. Copyright laws CONTRACTOR shall grant AGENCY, and any federal entity which provided federal funds used in this contract, retain a royalty-free, nonexclusive and irrevocable license to reproduce, publish, recover or otherwise use the material(s) or property and to authorize others to use the same for federal, state or local government purposes.

Material which CONTRACTOR uses to perform the contract but is not created for or paid for by AGENCY is not "work made for hire"; however, CONTRACTOR grant the AGENCY a nonexclusive, royalty-free, irrevocable license to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display, provided that such license shall be limited to the extent which CONTRACTOR has a right to grant such a license to use this material for AGENCY internal purposes at no charge to AGENCY.

## **18. INTERNATIONAL TRAVEL (including Canada) – FOR FEDERAL FUNDED AGREEMENTS ONLY**

All International Travel must be approved by the Office of International and Tribal Affairs (OITA) BEFORE travel occurs. Even a brief trip to a foreign country, for example to attend a conference, requires OITA approval. Please contact your EPA Project Officer as soon as possible if travel is planned out of the country, including Canada and/or Mexico, so that they can obtain appropriate approvals from EPA Headquarters. If you have questions, please contact your EPA Project Officer listed on the front page of the Award Document

## **19. LIGHT REFRESHMENTS and/or MEALS**

Unless the event(s) and all of its components are described in the approved workplan, the recipient agrees to obtain prior approval from EPA for the use of grant funds for light refreshments and/or meals served at meetings, conferences, training workshops, and outreach activities (events). The recipient must send requests for approval to the EPA Project Officer and include:

- 1) An estimated budget and description for the light refreshments, meals, and/or beverages to be served at the event(s);
- 2) A description of the purpose, agenda, location, length and timing for the event; and,
- 3) An estimated number of participants in the event and a description of their roles.

Cost for light refreshments and meals for recipient staff meetings and similar day-to-day activities are not allowable under EPA assistance agreements.

## **20. LOBBYING PROHIBITED**

- a. By signing this contract, CONTRACTOR agrees to comply with Title 40 CFR Part 34, New Restrictions on Lobbying, 31 U.S.C. § 1352, and 40 CFR Part 30 if applicable. CONTRACTOR shall include the language of this provision in subcontracts that exceed \$100,000 of federal funds and require all subcontractors to certify and disclose accordingly.

- b. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- c. No Federal appropriated funds shall be paid by or on behalf of the CONTRACTOR to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- d. If this contract includes federal funds exceeding \$100,000, CONTRACTOR shall sign and submit to AGENCY Exhibit D, Attachment 2, PSP Certification Regarding Lobbying (based on EPA Form 6600-06 (Rev. 06/2008)). If CONTRACTOR signed and submitted the PSP Certification Regarding Lobbying form during the procurement process for this contract it is not necessary to resubmit the certification.
- e. If CONTRACTOR expends non-federal funds in any amount to lobby as detailed in a., above, CONTRACTOR shall complete and submit to Standard Form LLL (Rev. 4/2012), Disclosure of Lobbying Activity. The form can be found at:  
[http://www.epa.gov/ogd/AppKit/form/sfillin\\_sec.pdf](http://www.epa.gov/ogd/AppKit/form/sfillin_sec.pdf).

## 21. LOBBYING AND LITIGATION

### a. All recipients

- i. The chief executive officer of this recipient agency shall ensure that no grant funds awarded under this assistance agreement are used to engage in lobbying of the Federal Government or in litigation against the U.S. unless authorized under existing law. The recipient shall abide by the Cost Principles available at 2 CFR 200 which generally prohibits the use of federal grant funds for litigation against the U.S. or for lobbying or other political activities.
- ii. The recipient agrees to comply with Title 40 CFR Part 34, New Restrictions on Lobbying. The recipient shall include the language of this provision in award documents for all subawards exceeding \$100,000 and require that subrecipients submit certification and disclosure forms accordingly.
- iii. In accordance with the Byrd Anti-Lobbying Amendment, any recipient who makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.
- iv. Contracts awarded by a recipient shall contain, when applicable, the anti-lobbying provision as stipulated in the Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.
- v. Pursuant to Section 18 of the Lobbying Disclosure Act, the recipient affirms that it is not a nonprofit organization described in Section 501(c)(4) of the Internal Revenue Code of 1986; or that it is a nonprofit organization described in Section 501(c)(4) of the Code but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act. Nonprofit organizations exempt from taxation under section 501(c)(4) of the Internal Revenue Code that engage in lobbying activities are ineligible for EPA subawards.

## 22. NONDISCRIMINATION

- a. Nondiscrimination Requirement. During the term of this Contract, Contractor, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, Contractor, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Contractor, or subcontractor, has a collective bargaining or other agreement.

- b. Obligation to Cooperate. Contractor, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Contractor, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).
- c. Default. Notwithstanding any provision to the contrary, Agency may suspend Contractor, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until Agency receives notification that Contractor, including any subcontractor, is cooperating with the investigating state agency. In the event Contractor, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), Agency may terminate this Contract in whole or in part, and Contractor, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. Contractor or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.
- d. Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, Contractor, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. Agency shall have the right to deduct from any monies due to Contractor or subcontractor, or that thereafter become due, an amount for damages Contractor or subcontractor will owe Agency for default under this provision.

### **23. NONDISCRIMINATION and DISADVANTAGED BUSINESS ENTERPRISES**

In accordance with 40 CFR 33.106 and its Appendix A, the CONTRACTOR shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

### **24. PAYMENT TO CONSULTANTS**

EPA will limit its participation in salary rate (excluding overhead) paid to individual consultants retained by recipients or by a recipients' contractors or subcontractors shall be limited to the maximum daily rate for Level IV of the Executive Schedule (formerly GS-18), to be adjusted annually, unless a greater amount is authorized by law. This limitation applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for travel performed (the recipient will pay these in accordance with their normal travel reimbursement practices).

All contracts between recipients and subrecipients and individual consultants are subject to the procurement standards in subpart D of 2 CFR part 200. Contracts or subcontracts with multi-employee firms for consulting services are not affected by the limitation described above, provided the contractor or subcontractor, rather than the recipient or subrecipient, selects, directs and controls individual employees providing consulting services.

As of January 1, 2025, the limit is \$93.53 per hour or \$748.24 per day.  
(Calculations: 2025 Level IV Executive Schedule annual pay = \$195,200 / 2087 = \$93.53 per hour or \$748.24 per day).

### **25. PROJECT APPROVAL**

The quality, extent and character of any and all work, deliverables and/or services to be performed under this agreement by the CONTRACTOR shall be subject to the review and approval of the AGENCY through the Project Manager or other designated official. In the event that the AGENCY determines, that any work, deliverable, and/or service performed by the CONTRACTOR is unsatisfactory, the AGENCY

may withhold reimbursement for the unsatisfactory work performed by the CONTRACTOR or require that the CONTRACTOR remediate their work product to get it to the satisfaction of the AGENCY. Such approval and satisfaction not be unreasonably withheld. The Parties may agree in the Statement of Work to specific approval, acceptance, and/or remediation terms. If the Statement of Work is silent on this topic, the Disputes provision, above, will govern the resolution process.

## **26. RECORDS MAINTENANCE**

The parties to this Agreement shall each maintain books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) described herein. CONTRACTOR shall retain such records for a period of six years following the date of final payment.

At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by the AGENCY, personnel duly authorized by the AGENCY, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement. If this contract exceeds \$100,000 and any portion of the funding source is federal, the federal funding agency, the Comptroller General of the United States, or any duly authorized representatives shall have access to books documents, papers, and records of CONTRACTOR directly pertinent to this contract for purpose of making audits, examination, excerpts and transcriptions (40 CFR 30.48(d)).

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

## **27. RECYCLED PAPER**

In accordance with Section 6002 of the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6962) any State agency or agency of a political subdivision of a State which is using appropriated Federal funds shall comply with the requirements set forth. Regulations issued under RCRA Section 6002 apply to any acquisition of an item where the purchase price exceeds \$10,000 or where the quantity of such items acquired in the course of the preceding fiscal year was \$10,000 or more. RCRA Section 6002 requires that preference be given in procurement programs to the purchases of specific products containing recycled materials identified in guidelines developed by EPA. These guidelines are listed in 40 CFR 247.

In accordance with the policies set forth in EPA Order 1000.25 and Executive Order 13423, Strengthening Federal Environmental, Energy and Transportation Management (January 24, 2007), Sub-Recipient agrees to use recycled paper and double-sided printing for all reports which are prepared as part of this Agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA, or to Standard Forms, which are printed on recycled paper and are available through the General Services Administration.

## **28. RESPONSIBILITIES OF THE PARTIES**

Each party to this Agreement hereby assumes responsibility for claims and/or damages to persons and/or property resulting from any negligent act or omissions on the part of itself, its employees, its officers, and its agents. Neither party assumes any responsibility to the other party for the consequences of any claim, act, or omission of any person, agency, firm, or corporation not a part to this Agreement.

## **29. SEVERABILITY**

If any term or condition of this Agreement is held invalid, such invalidity shall not affect the validity of the other terms or conditions of this Agreement.

## **30. STATE GRANT CYBERSECURITY**

(a) The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State law cybersecurity requirements.

(b) (1) EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement are secure.

(2) The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange.

### **31. SUBCONTRACTING**

Neither the CONTRACTOR nor any SUBCONTRACTOR shall enter into subcontracts for any of the work contemplated under this contract without obtaining prior written approval of the AGENCY. In no event shall the existence of the subcontract operate to release or reduce the liability of the contractor to the agency for any breach in the performance of the contractor's duties. This clause does not include contracts of employment between the contractor and personnel assigned to work under this contract.

Additionally, the CONTRACTOR is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this agreement are carried forward to any subcontracts

### **32. TERMINATION DUE TO FUNDING**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this contract and prior to normal completion, the AGENCY may terminate the contract under the "Termination for Convenience" clause, without the ten-day notice requirement, subject to renegotiation at the AGENCY'S discretion under those new funding limitations and conditions. Agency will reimburse CONTRACTOR for all expenses incurred, including non-cancelable expenses, up until the date of termination.

### **33. TERMINATION FOR CAUSE**

If for any cause either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If the failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

### **34. TERMINATION FOR CONVENIENCE**

Either party may terminate this Agreement upon 30 calendar days' prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for the performance rendered or costs incurred, including NON-CANCELABLE expenses, in accordance with the terms of this Agreement prior to the effective date of termination.

### **35. TREATMENT OF ASSETS**

- a. Title to all property furnished by the AGENCY shall remain in the AGENCY. Title to all property furnished by the CONTRACTOR, for the cost of which the CONTRACTOR is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in the AGENCY upon delivery of such property by the CONTRACTOR. Title to other property, the cost of which is reimbursable to the CONTRACTOR under this contract, shall pass to and vest in the AGENCY upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by the AGENCY in whole or in part, whichever first occurs.
- b. Any property of the AGENCY furnished to the CONTRACTOR shall, unless otherwise provided herein or approved by the AGENCY, be used only for the performance of this contract.
- c. The CONTRACTOR shall be responsible for any loss or damage to property of the AGENCY that results from the negligence of the CONTRACTOR or which results from the failure on the part of the CONTRACTOR to maintain and administer that property in accordance with sound management practices.
- d. If any AGENCY property is lost, destroyed or damaged, the CONTRACTOR shall immediately notify the AGENCY and shall take all reasonable steps to protect the property from further damage.

- e. The CONTRACTOR shall surrender to the AGENCY all property of the AGENCY prior to settlement upon completion, termination or cancellation of this contract.
- f. All reference to the CONTRACTOR under this clause shall also include CONTRACTOR'S employees, agents or SUBCONTRACTORS.

### **36. UTILIZATION OF DIVERSE BUSINESSES**

The State of Washington works towards providing the maximum practicable opportunity for small and diverse businesses in the performance of all State contracts. Contractor shall use genuine efforts to utilize race- or gender-neutral means to allow opportunities for small and diverse businesses to participate in subcontracts, where participation opportunities are present. Contractor shall make genuine efforts to ensure all available business enterprises, including small and diverse businesses, have equal opportunity for participation which might be presented under this Agreement.

### **37. WAIVER**

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing and signed by personnel authorized to bind each of the parties.

**EXHIBIT B -  
STATEMENT OF WORK**

**Title: Island LIO – FFY 2026-2028 Funding**

**Purpose Statement:**

The purpose of this agreement is to provide financial support for the coordination of the Island Local Integrating Organization (LIO). The Island Local Integrating Organization (ILIO) includes all of Island County, also known as Water Resources Inventory Area (WRIA) 6. The ILIO builds upon existing committees and watershed groups that are collectively responsible for actions related to the implementation of watershed-focused programs and projects in Island County. The ILIO Coordinator manages and furthers the work of the Island County Natural Resources Division which supports ecosystems and biodiversity across Island County. The Division works to conserve and restore forests, streams, shorelines, wetlands, and wildlife habitats for the benefit of current and future generations.

The CONTRACTOR shall report in writing any problems, delays or adverse conditions that will materially affect their ability to meet project objectives or time schedules. This disclosure shall be accompanied by a statement of the action taken or proposed and any assistance needed by PSP to resolve the situation.

<b>Task</b>	<b>Task/Activities/ Description</b>	<b>Deliverable/ Outcome</b>	<b>Due Date/ Timeframe</b>	<b>Payment Information and/or Amount</b>
<b>1</b>	<b>LIO Administration, Reporting, Fiscal Management</b>			<b>\$188,150</b>
1.01	LIO Administration and Coordination	<ul style="list-style-type: none"> <li>• Schedule and facilitate monthly ILIO Technical Committee meetings</li> <li>• Schedule and facilitate quarterly ILIO Executive Committee meetings</li> <li>• Update website with agendas and minutes each month, as well as any pertinent information</li> </ul>	Ongoing 2026-2028	\$47,035
1.02	Participation in LIO Program and Regional Meetings	<ul style="list-style-type: none"> <li>• Attend bimonthly LIO Coordinator meetings</li> <li>• Attend weekly meetings with ERC</li> <li>• Attend quarterly PSP meetings</li> <li>• Attend ECB meetings as Whidbey Basin rep</li> <li>• Coordinate with Lead Entity for participation in Salmon Recovery Council and other salmon meetings</li> <li>• Participate in other meetings with regional recovery groups as needed</li> </ul>	Ongoing 2026-2028	\$131,705
1.03	Reporting and Documentation	<ul style="list-style-type: none"> <li>• Submit quarterly progress reports</li> </ul>	Quarterly 2026-2028	\$4,705
1.04	Billing and Expenditures	<ul style="list-style-type: none"> <li>• Submit quarterly invoices</li> <li>• Upload quarterly deliverables</li> </ul>	20 <sup>th</sup> of the following month after each quarter ends	\$4,705

Task	Task/Activities/ Description	Deliverable/ Outcome	Due Date/ Timeframe	Payment Information and/or Amount
<b>2</b>	<b>Advancing Ecosystem Recovery</b>			<b>\$255,600</b>
2.01	Support Development, Implementation, Reporting, and Adaptive Management of LIO Action Plans	<ul style="list-style-type: none"> <li>• Create at least three Action Plans</li> <li>• Update all existing Action Plans annually</li> <li>• Identify and elevate possible implementation for Task 2.02</li> </ul>	<ul style="list-style-type: none"> <li>• One plan per year 2026-2028</li> <li>• Annually in Q4</li> <li>• Ongoing</li> </ul>	\$180,600
2.02	Implementation of LIO Actions	<ul style="list-style-type: none"> <li>• Simple quarterly report on implementation activities related to LIO Actions</li> </ul>	Quarterly 2026-2028	\$75,000
<b>TOTAL MAXIMUM PAYABLE AMOUNT</b>				<b>\$443,750</b>

PROGRAM SPECIFIC REQUIREMENTS/NARRATIVE

**Staffing Requirements:** The PSP Executive Director or designee must approve project personnel changes.

**EXHIBIT C –  
Budget & Billing Procedures  
Title: Island LIO – FFY 2026-2028 Funding**

The funding for this agreement will span a period of three years. Below, you will find a budget for each year, then a combined version of the budget which includes all three years combined.

**Budget for Year 1 (October 1, 2025 – September 30, 2026)**

CONTRACT: 2026-26 (Year 1)									
PROJECT TITLE: Island LIO FFY2026-2028 Funding									
				TASK 1 LIO Administration, Reporting, Fiscal Management		TASK 2 Advancing Ecosystem Recovery		TOTAL	
	Job Classification	UNIT	RATE	UNITS	COST	UNITS	COST	UNITS	COST
SALARY COST	LIO Coordinator	HR	\$45.00	880	\$39,600	1001	\$45,023	1881	\$84,623
	Natural Resources Specialist	HR	\$35.00	0	\$0	100	\$3,500	100	\$3,500
	Environmental Health Specialist	HR	\$35.00	0	\$0	100	\$3,500	100	\$3,500
<b>TOTAL SALARY</b>				<b>880</b>	<b>\$39,600</b>	<b>1,201</b>	<b>\$52,023</b>	<b>2,081</b>	<b>\$91,623</b>
BENEFITS	LIO Coordinator	HR	38%		\$15,048		\$17,109		\$32,157
	Natural Resources Specialist	HR	35%		\$0		\$1,225		\$1,225
	Environmental Health Specialist	HR	35%		\$0		\$1,225		\$1,225
<b>TOTAL BENEFITS</b>					<b>\$15,048</b>		<b>\$19,559</b>		<b>\$34,607</b>
<b>INDIRECT</b>			<b>15%</b>		<b>\$5,940</b>		<b>\$7,803</b>		<b>\$13,743</b>
OTHER DIRECT COSTS (ODC)	Lodging/Per Diem				\$500		\$500		\$1,000
	Registration costs for local forums, trainings, symposiums, and other events to build network and collaboration capacity with various groups and Tribal entities.						\$1,000		\$1,000
<b>Total ODCs</b>					<b>\$500</b>		<b>\$1,500</b>		<b>\$2,000</b>
SUPPLIES	General office supplies, event facilitation materials, etc.				\$257		\$0		\$257
<b>TOTAL SUPPLIES</b>					<b>\$257</b>		<b>\$0</b>		<b>\$257</b>
TRAVEL EXPENSES	150 RT x 4 (coordinator, LC, trainings/workshops/meetings, etc.) x 0.70				\$210		\$210		\$420
	Lodging				\$250		\$250		\$500
	Ferry tickets x 8 x \$25				\$200		\$200		\$400
	Motor Pool				\$100		\$100		\$200
<b>TOTAL TRAVEL</b>					<b>\$760</b>		<b>\$760</b>		<b>\$1,520</b>
<b>TOTAL COSTS</b>					<b>\$62,105</b>		<b>\$81,645</b>		<b>\$143,750</b>

**Budget for Year 2 (October 1, 2026 – September 30, 2027)**

CONTRACT: 2026-26 (Year 2)									
PROJECT TITLE: Island LIO FFY2026-2028 Funding									
				TASK 1		TASK 2		TOTAL	
				LIO Administration, Reporting, Fiscal Management		Advancing Ecosystem Recovery			
	Job Classification	UNIT	RATE	UNITS	COST	UNITS	COST	UNITS	COST
SALARY COST	LIO Coordinator	HR	\$46.50	880	\$40,920	1021	\$47,494	1901	\$88,414
	Natural Resources Specialist	HR	\$36.50	0	\$0	100	\$3,650	100	\$3,650
	Environmental Health Specialist	HR	\$36.50	0	\$0	100	\$3,650	100	\$3,650
<b>TOTAL SALARY</b>				<b>880</b>	<b>\$40,920</b>	<b>1,221</b>	<b>\$54,794</b>	<b>2,101</b>	<b>\$95,714</b>
BENEFITS	LIO Coordinator	HR	38%		\$15,550		\$18,048		\$33,597
	Natural Resources Specialist	HR	35%		\$0		\$1,278		\$1,278
	Environmental Health Specialist	HR	35%		\$0		\$1,278		\$1,278
<b>TOTAL BENEFITS</b>					<b>\$15,550</b>		<b>\$20,603</b>		<b>\$36,152</b>
<b>INDIRECT</b>			<b>15%</b>		<b>\$6,138</b>		<b>\$8,219</b>		<b>\$14,357</b>
OTHER DIRECT COSTS (ODC)	Lodging/Per Diem				\$500		\$500		\$1,000
	Registration costs for local forums, trainings, symposiums, and other events to build network and collaboration capacity with various groups and Tribal entities.						\$1,000		\$1,000
<b>Total ODCs</b>					<b>\$500</b>		<b>\$1,500</b>		<b>\$2,000</b>
SUPPLIES	General office supplies, event facilitation materials, etc.				\$257		\$0		\$257
<b>TOTAL SUPPLIES</b>					<b>\$257</b>		<b>\$0</b>		<b>\$257</b>
TRAVEL EXPENSES	150 RT x 4 (coordinator, LC, trainings/workshops/meetings, etc.) x 0.70				\$210		\$210		\$420
	Lodging				\$250		\$250		\$500
	Ferry tickets x 8 x \$25				\$200		\$200		\$400
	Motor Pool				\$100		\$100		\$200
<b>TOTAL TRAVEL</b>					<b>\$760</b>		<b>\$760</b>		<b>\$1,520</b>
<b>TOTAL COSTS</b>					<b>\$64,124</b>		<b>\$85,875</b>		<b>\$150,000</b>

**Budget for Year 3 (October 1, 2027 – September 30, 2028)**

CONTRACT: 2026-26 (Year 3)									
PROJECT TITLE: Island LIO FFY2026-2028 Funding									
				TASK 1 LIO Administration, Reporting, Fiscal Management		TASK 2 Advancing Ecosystem Recovery		TOTAL	
	Job Classification	UNIT	RATE	UNITS	COST	UNITS	COST	UNITS	COST
SALARY COST	LIO Coordinator	HR	\$48.00	863	\$41,424	990	\$47,515	1853	\$88,939
	Natural Resources Specialist	HR	\$38.00	0	\$0	89	\$3,382	89	\$3,382
	Environmental Health Specialist	HR	\$38.00	0	\$0	89	\$3,382	89	\$3,382
<b>TOTAL SALARY</b>				<b>863</b>	<b>\$41,424</b>	<b>1,168</b>	<b>\$54,279</b>	<b>2,031</b>	<b>\$95,703</b>
BENEFITS	LIO Coordinator	HR	38%		\$15,741		\$18,056		\$33,797
	Natural Resources Specialist	HR	35%		\$0		\$1,184		\$1,184
	Environmental Health Specialist	HR	35%		\$0		\$1,184		\$1,184
<b>TOTAL BENEFITS</b>					<b>\$15,741</b>		<b>\$20,423</b>		<b>\$36,164</b>
<b>INDIRECT</b>			<b>15%</b>		<b>\$6,214</b>		<b>\$8,142</b>		<b>\$14,355</b>
OTHER DIRECT COSTS (ODC)	Lodging/Per Diem				\$500		\$500		\$1,000
	Registration costs for local forums, trainings, symposiums, and other events to build network and collaboration capacity with various groups and Tribal entities.						\$1,000		\$1,000
<b>Total ODCs</b>					<b>\$500</b>		<b>\$1,500</b>		<b>\$2,000</b>
SUPPLIES	General office supplies, event facilitation materials, etc.				\$257		\$0		\$257
<b>TOTAL SUPPLIES</b>					<b>\$257</b>		<b>\$0</b>		<b>\$257</b>
TRAVEL EXPENSES	150 RT x 4 (coordinator, LC, trainings/workshops/meetings, etc.) x 0.70				\$210		\$210		\$420
	Lodging				\$250		\$250		\$500
	Ferry tickets x 8 x \$25				\$200		\$200		\$400
	Motor Pool				\$100		\$100		\$200
<b>TOTAL TRAVEL</b>					<b>\$760</b>		<b>\$760</b>		<b>\$1,520</b>
<b>TOTAL COSTS</b>					<b>\$64,895</b>		<b>\$85,104</b>		<b>\$150,000</b>

**Cumulative Budget (October 1, 2025 – September 30, 2028)**

CONTRACT: 2026-26									
PROJECT TITLE: Island LIO FFY2026-2028 Funding									
				TASK 1		TASK 2		TOTAL	
				LIO Administration, Reporting, Fiscal Management		Advancing Ecosystem Recovery			
	Job Classification	UNIT	RATE	UNITS	COST	UNITS	COST	UNITS	COST
SALARY COST	LIO Coordinator	HR	\$48.00	2500	\$120,000	3000	\$144,000	5500	\$264,000
	Natural Resources Specialist	HR	\$38.00	0	\$0	250	\$9,500	250	\$9,500
	Environmental Health Specialist	HR	\$38.00	0	\$0	250	\$9,500	250	\$9,500
<b>TOTAL SALARY</b>				<b>2,500</b>	<b>\$120,000</b>	<b>3,500</b>	<b>\$163,000</b>	<b>6,000</b>	<b>\$283,000</b>
BENEFITS	LIO Coordinator	HR	38%		\$45,600		\$54,720		\$100,320
	Natural Resources Specialist	HR	35%		\$0		\$3,325		\$3,325
	Environmental Health Specialist	HR	35%		\$0		\$3,325		\$3,325
<b>TOTAL BENEFITS</b>					<b>\$45,600</b>		<b>\$61,370</b>		<b>\$106,970</b>
<b>INDIRECT</b>			<b>15%</b>		<b>\$18,000</b>		<b>\$24,450</b>		<b>\$42,450</b>
OTHER DIRECT COSTS (ODC)	Lodging/Per Diem				\$1,500		\$1,500		\$3,000
	Registration costs for local forums, trainings, symposiums, and other events to build network and collaboration capacity with various groups and Tribal entities.						\$3,000		\$3,000
	<b>Total ODCs</b>				<b>\$1,500</b>		<b>\$4,500</b>		<b>\$6,000</b>
SUPPLIES	General office supplies, event facilitation materials, etc.				\$770		\$0		\$770
<b>TOTAL SUPPLIES</b>					<b>\$770</b>		<b>\$0</b>		<b>\$770</b>
TRAVEL EXPENSES	150 RT x 12 (coordinator, LC, trainings/workshops/meetings, etc.) x 0.70				\$630		\$630		\$1,260
	Lodging				\$750		\$750		\$1,500
	Ferry tickets x 24 x \$50				\$600		\$600		\$1,200
	Motor Pool				\$300		\$300		\$600
<b>TOTAL TRAVEL</b>					<b>\$2,280</b>		<b>\$2,280</b>		<b>\$4,560</b>
<b>TOTAL COSTS</b>					<b>\$188,150</b>		<b>\$255,600</b>		<b>\$443,750</b>

## BILLING PROCEDURES

The AGENCY shall reimburse the CONTRACTOR upon review and approval of work performed under the scope of this agreement and receipt of properly completed reimbursement requests.

THE AGENCY will pay for work and expenses that occurred within the period of performance. The AGENCY reserves the right to withhold 10% of the payment under each reimbursement request until satisfactory completion of the project. Such satisfaction not be unreasonably withheld.

Payment may be withheld if required work, services, progress reports and/or deliverables are not submitted to the satisfaction of the AGENCY. Such satisfaction not be unreasonably withheld.

The AGENCY may terminate the agreement if the CONTRACTOR fails to comply with any term or condition of this contract.

The AGENCY will pay indirect costs as approved in the budget. The CONTRACTOR may be required to submit a copy of their current federally approved indirect cost rate.

The CONTRACTOR shall receive reimbursement for travel and other expenses as identified below or as authorized in advance by the AGENCY as reimbursable. Such expenses may include airfare (economy or coach class only), other transportation expenses, lodging and subsistence necessary during periods of required travel at the current state reimbursement rates (<http://www.ofm.wa.gov/resources/travel.asp> ).

If the CONTRACTOR expends more than the amount of the AGENCY funding in this agreement in anticipation of receiving additional funds from the AGENCY, it does so at its own risk. The AGENCY is not legally obligated to reimburse the CONTRACTOR for costs incurred in excess of the AGENCY's approved budget.

The CONTRACTOR **must** submit a **quarterly** invoice voucher or equivalent document to the AGENCY by the 20th of each month for the previous quarter's billing (e.g. Jan-Mar invoice to be submitted by April 20<sup>th</sup>) **UNLESS** the agreement has been identified as a "deliverable-based" contract with specific due date or special conditions that has been approved by the PSP Project Manager. Contractors must submit invoices within 30 days after the month of completion of deliverables to the PSP Project Manager for "deliverable-based" contracts. Payment for approved goods and/or services will be made by check, warrant or electronic fund transfer (EFT) within 30 days of receipt of the invoice. The CONTRACTOR must submit invoices for all work done within a fiscal year 14 days after the end of the fiscal year. Invoices shall be paid within 30 days after the final invoice has been submitted.

## BILLING CONDITIONS:

All Subrecipients must submit any budget changes to PSP for sufficient processing time of any amendment execution between PSP and the LIO. If information provided does not allow for sufficient processing time, PSP will not adjust or pay for any invoices or billing over 10% of the total amount listed for each task or subtask even if the added total amounts for those tasks/subtasks does not exceed the total budget.

## BILLING DETAIL

Each invoice voucher or equivalent document submitted to the AGENCY by the CONTRACTOR must include all necessary information for the AGENCY to verify all expenditures. At a minimum, the CONTRACTOR shall specify the following:

1. The PSP contract/agreement number.
2. The time period during which the services were performed.
3. A description of purchases, work and services performed.
4. Total invoice amount.
5. Expenditure detail based on the approved budget. Supporting documentation must include the same level of detail as the approved budget, such as:

- a. Task Number
  - b. Budget category (personnel, goods/services, subcontractors)
  - c. Number of hours billed, if applicable and
  - d. Hourly rate, if applicable.
6. A receipt must accompany any single expense in the amount of \$50.00 or more.
7. If match is required:
- a. match requirement met during the billing period, and
  - b. cumulative match requirement met
8. A progress report describing the deliverables completed during the reimbursement request period.

The AGENCY shall not process payments if the CONTRACTOR fails to submit the required documentation.

Submit reimbursement requests to:

*Puget Sound Partnership  
Fiscal Unit  
PO Box 40900  
Olympia, WA. 98504*

*Submit all invoices electronically to [pspfiscal@psp.wa.gov](mailto:pspfiscal@psp.wa.gov)*

Payment shall be considered timely if made by the AGENCY within thirty (30) calendar days after receipt of properly completed reimbursement request.



## Exhibit D

PSP Agreement #2026-26

### CERTIFICATION REGARDING LOBBYING CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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Typed Name & Title of Authorized Representative

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Signature and Date of Authorized Representative

PSP form (rev 5/2025) based on EPA form 6600-06 (Rev. 06/2014) Previous editions are obsolete.

## **EXHIBIT E**

### **Puget Sound Partnership SUB-RECIPIENT FEDERAL REQUIREMENTS**

**Title: Island LIO – FFY 2026-2028 Funding**

#### **1. INTRODUCTION**

This Exhibit E contains provisions that are not listed on OMB Standard Form 424B (Rev 2-2025). These provisions apply only to Sub-recipients.

#### **2. AUDIT REQUIREMENTS**

Sub-recipient CONTRACTOR shall meet the provisions in Office of Management and Budget (OMB) Guidance, Subpart F, §200.501 (Audit Requirements), if the CONTRACTOR expends \$1,000,000 or more in total Federal funds in a fiscal year. The \$1,000,000 threshold for each year is a cumulative total of all federal funding from all sources. The CONTRACTOR shall forward a copy of the audit along with the RECIPIENT'S response and the final corrective action plan to AGENCY within ninety (90) days of the date of the audit report. For complete information on how to accomplish the single audit submissions, visit the Federal Audit Clearinghouse Web site: <http://harvester.census.gov/facweb/>.

#### **3. COST PRINCIPLES/INDIRECT COSTS FOR STATE AGENCIES**

GRANT RECIPIENT agrees to comply with the cost principles of 2 CFR 200 Subpart E as appropriate to the award.

In addition to the US Environmental Protection Agency's General Terms and Conditions "Negotiated Indirect Cost Rate Agreements", if the recipient does not have a previously established indirect cost rate, it agrees to prepare and submit its indirect cost rate proposal in accordance with 2 CFR 200 Appendix VII.

Recipients and subrecipients that do not have a current Federal negotiated indirect cost rate (including provisional rate) may elect to charge a de minimis rate of up to 15 percent. The recipient or subrecipient is authorized to determine the appropriate rate up to this limit. The de minimis rate does not require documentation to justify its use and may be used indefinitely.

#### **4. CIVIL RIGHTS OBLIGATIONS**

This term and condition incorporates by reference the signed assurance provided by the recipient's authorized representative on Standard Form 424B. These assurances and this term and condition obligate the recipient to comply fully with applicable civil rights statutes and implementing EPA regulations.

#### **5. CYBERSECURITY CONDITION**

The subrecipient(s) must comply with the recipient's requirements (section (b) (1) – EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure) if the subrecipients network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange.

#### **6. NON-DISCRIMINATION AND DISADVANTAGED, MBE, WBE BUSINESS ENTERPRISES ADDITIONAL REQUIREMENTS**

CONTRACTOR agrees to comply with the requirements of EPA's Program for Utilization of Small, Minority, and Women's Business Enterprises in procurement, contained in 40 CFR, Part 33.

CONTRACTOR shall include the following provision in all subcontracts involving use of federal funds:

In accordance with 40 CFR 33.106 and its Appendix A, the CONTRACTOR shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor administration shall carry out applicable requirements of 40 CFR part 33 in the award of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

## **7. DRUG FREE WORKPLACE**

CONTRACTOR (Sub-Recipient) shall make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 2 CFR Part 1536 Subpart B. Additionally, in accordance with these regulations, the recipient organization shall identify all known workplaces under its federal award and keep this information on file during the performance of the award.

CONTRACTORS who are individuals must comply with the drug-free provisions set forth in Title 2 CFR Part 1536 Subpart C.

The consequences for violating this condition are detailed under Title 2 CFR Part 1536 Subpart E. Recipient can access the Code of Federal Regulations (CFR) Title 2 Part 1536 at:  
<http://ecfr.gpoaccess.gov>.

## **8. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS**

- a. In order to comply with the FFATA, the Sub-Recipient shall complete the FFATA Data Collection Form (FFATA Data Collection Form, Exhibit E, Attachment 2) and return it to the AGENCY. The AGENCY will report basic agreement information, including the required UEI number, for all federally funded agreements at SAM.gov. The new 12-digit alphanumeric identifier is provided by SAM.gov registration to all entities who register to do business with the federal government (including the existing entities). This is the identifier which replaced the use of the DUNS number.
- b. To comply with the act and be eligible to enter into this contract, your organization must have a Unique Entity Identifier (UEI) number. A UEI number provides a method to verify data about your organization. If you do not already have one, you may receive a UEI number by logging into [www.SAM.gov](http://www.SAM.gov) and if required, complete an entity registration.
- c. Any sub-recipient that meets each of the criteria below must also report compensation for its five top executives, using AGENCY's Federal Funding Accountability and Transparency Act (FFATA) Data Collection Form if the sub-recipient meets the following criteria:
  - Receives more than \$30,000 in federal funds under this award.
  - Receives more than 80 percent of its annual gross revenues from federal funds.
  - Receives more than \$25,000,000 in annual federal funds.
  - The public does not have access to this information about the compensation of the senior executives of your organization through periodic reports filed under section 13(A) or 15(d) of the Securities and Exchange Act of 1934 (15 U.S.C. 78m(a), 78(d) or section 6104 of the Internal Revenue Code of 1986.

See [www.SAM.gov](http://www.SAM.gov) for details of this requirement. If your organization falls into this above category, you must report the required information to AGENCY.

## **9. GEOSPATIAL DATA STANDARDS**

All geospatial data created must be consistent with Federal Geographic Data Committee (FGDC) endorsed standards. Information on these standards may be found at <https://www.fgdc.gov/>

## **10. INTERNATIONAL TRAVEL (Including Canada)**

All International Travel must be approved by the US Environmental Protection Agency's Office of International and Tribal Affairs (OITA) BEFORE travel occurs. Even a brief trip to a foreign country, for

example attending a conference, requires OITA approval. Please contact your Partnership Project manager as soon as possible if travel is planned out of the country, including Canada and/or Mexico, so that they can submit a request to the EPA Project Officer if they approve of such travel.

#### **11. LEP (Limited English Proficiency) Title VI**

As a recipient of EPA financial assistance, you are required by Title VI of the Civil Rights Act to provide meaningful access to LEP individuals. In implementing that requirement, the Sub-recipient agrees to use as a guide the Office of Civil Rights (OCR) document entitled "*Guidance to Environmental Protection Agency Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons.*" The guidance can be found at [http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=2004\\_register&docid=fr25jn04-79.pdf](http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=2004_register&docid=fr25jn04-79.pdf).

In accepting this contract, the recipient acknowledges it has an affirmative obligation to implement effective Title VI compliance programs and ensure that its actions do not involve discriminatory treatment and do not have discriminatory effects even when facially neutral. The recipient must be prepared to demonstrate to EPA/PSP that such compliance programs exist and are being implemented or to otherwise demonstrate how it meets its Title VI obligations. For example, if CONTRACTOR's responsibilities under this contract include gathering public input on an environmental issue, CONTRACTOR's communication with the public should attempt to minimize barriers that interfere with the ability of LEP persons to meaningfully participate.

#### **12. MANAGEMENT FEES**

Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs which are not allowable under this CONTRACT. Management fees or similar charges may not be used to improve or expand the project funded under this Agreement, except to the extent authorized as a direct cost of carrying out the scope of work.

#### **13. PEER REVIEW**

The results of this project may affect management decisions relating to Puget Sound. Prior to finalizing any significant technical products, the Principal Investigator (PI) of this project must solicit advice, review, and feedback from a technical review or advisory group consisting of relevant subject matter specialists. A record of comments and a brief description of how respective comments are addressed by the PI will be provided to the Project Monitor prior to releasing any final reports or products resulting from the funded study.

#### **14. REIMBURSEMENT LIMITATION**

If CONTRACTOR expends more than the amount of the Environmental Protection Agency (EPA) funding in this agreement in anticipation of receiving additional funds from EPA, it does so at its own risk. EPA is not legally obligated to reimburse PSP, nor its sub-recipients, for costs incurred in excess of the EPA approved budget.

#### **15. SEMI-ANNUAL AND ANNUAL PERFORMANCE REPORTS**

The Sub-recipient shall submit performance reports during the life of the project, as specified in the statement of work or work plan developed under this contract.

In addition to the periodic performance reports, the recipient shall submit a final performance report, which is due 90 calendar days after the expiration or termination of the award, or as specified in the work plan or statement of work. The report shall be submitted to the PSP Project Officer and may be provided electronically. The report shall generally contain the same information as in the periodic reports but should cover the entire project period. After completion of the project, the PSP Project Officer may waive the requirement for a final performance report if the PSP Project Officer deems such a report is inappropriate or unnecessary.

## **16. SIX GOOD FAITH EFFORTS, 40 CFR, PART 33, SUBPART C**

Pursuant to 40 CFR, Section 33.301, the recipient agrees to make the following good faith efforts whenever procuring construction, equipment, service and supplies under an EPA financial assistance agreement, and to require that **subrecipients**, loan recipients, and prime contractors also comply.

Records documenting compliance with the six good faith efforts shall be retained:

- a) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local Government recipients, this will include placing DBEs on solicitation lists and soliciting whenever they are potential sources.
- b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
- d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
- e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.
- f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraph (a) through (e) of this section.

## **17. SUB-AWARDS**

If CONTRACTOR (Sub-Recipient) makes sub-awards under this contract, CONTRACTOR is responsible for selecting its sub-awardees and, if applicable, for conducting sub-award competitions. CONTRACTOR agrees to:

- a. Establish all sub-award agreements in writing;
- b. Maintain primary responsibility for ensuring successful completion of the approved project (Sub-Recipient cannot delegate or transfer this responsibility to a sub-awardee);
- c. Ensure that any sub-awards comply with the standards in Section 210(a)-(d) of OMB Circular A-133, and are not used to acquire commercial goods or services for the sub-awardee;
- d. Ensure that any sub-awards to 501(c)(4) organizations do not involve lobbying activities;
- e. Monitor the performance of sub-awardees, and ensure sub-awardees comply with all applicable regulations, statutes, and terms and conditions which flow down in the sub-award;
- f. Obtain AGENCY's consent before making a sub-award to a foreign or international organization, or a sub-award to be performed in a foreign country; and
- g. Obtain approval from AGENCY for any new sub-award work that is not outlined in the approved work plan in accordance with 40 CFR Parts 30.25 and 31.30, as applicable.

## **18. TRAFFICKING IN PERSONS AND TRAFFICKING VICTIM PROTECTION ACT OF 2000 (TVPA) AS AMENDED IN 22 U.S.C. 7104(g)**

This provision applies only to a Sub-Recipient, and all sub-awardees of Sub-Recipient, if any. See page one (1) of this contract for determination of whether CONTRACTOR is a sub-recipient. Sub-Recipient shall include the following statement in all sub-awards made to any private entity under this Agreement.

"You as the Sub-Recipient, your employees, sub-awardees under this award, and sub-awardees' employees may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the award or sub-awards under this Award."

Sub-Recipient, and all sub-awardees of Sub-Recipient must inform AGENCY immediately of any information you receive from any source alleging a violation of this prohibition during the award term.

Federal agency funding this agreement may unilaterally terminate, without penalty, the funding award if this prohibition is violated, Section 106 of the Trafficking Victims Protection Act of 2000, as amended.

#### **19. UNLIQUIDATED OBLIGATIONS (ULO)**

Sub-recipients, and all sub-awardees of Sub-Recipients, if any, should manage their agreement and subaward funding in ways that reduce the length of time that federal funds obligated and committed to subaward projects are unspent (not yet drawn down through disbursements to sub-recipients and sub-awardees).

**ASSURANCES - NON-CONSTRUCTION PROGRAMS**

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally assisted construction sub agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm-blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE <div style="border: 1px solid black; height: 20px; width: 100%; background-color: yellow;"></div>
APPLICANT ORGANIZATION <div style="border: 1px solid black; height: 20px; width: 100%; background-color: yellow;"></div>	DATE SUBMITTED <div style="border: 1px solid black; height: 20px; width: 100%; background-color: yellow;"></div>

Standard Form 424B (Rev. 7-97) Back



## 424B (Rev 4-2012) Federal Funding Accountability and Transparency Act Data Collection Form

This award is supported by Federal Funds that require compliance with the Federal Funding Accountability and Transparency Act. The purpose of the Transparency Act is to make information available online so the public can see how Federal Funds are spent. To comply with the act and be eligible to receive this award, your organization must have a Unique Entity Identifier (UEI) number. If you do not already have one, you may receive a UEI number free of at [www.SAM.gov](http://www.SAM.gov) and if required, complete an entity registration.

The Puget Sound Partnership (PSP) also encourages registration with the System for Award Management (SAM) to reduce data entry by both PSP and your organization. You may register with SAM Free of Charge at [www.sam.gov](http://www.sam.gov). Information about your organization and this grant will be reported by PSP to the Federal government as required by P.L 109-282. This information will then be made available to the public by the Federal Government on [www.USASpending.gov](http://www.USASpending.gov).

### Subrecipient

1. Legal Name		2. UEI Number	
3. Principle Place of Performance			
3a. City		3b. State	
3c. Zip +4		3d. Country	
4. Are you registered in SAM? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, skip to signature block. Sign, Date & Return			
5. In the preceding fiscal year, did your organization:			
a. Receive 80% or more of annual gross revenue from Federal contracts, subcontracts, grants, loans, subgrants, loans and/or cooperative agreements, AND			
b. \$25,000 or more in annual gross revenues from Federal contracts, subcontracts, grants, loans, subgrants, loans and/or cooperative agreements, AND			
c. Receives more than \$25,000,000 in annual federal funds.			
d. The public does not have access to this information about the compensation of the senior executives of your organization through periodic reports filed under section 13(A) or 15(d) of the Securities and Exchange Act of 1934 (15 U.S.C. 78m(a), 78(d) or section 6104 of the Internal Revenue Code of 1986.			
<input type="checkbox"/> No – skip to signature block. Sign, Date, & Return			
<input type="checkbox"/> Yes – you must report the names and total compensation of the top 5 highly compensated officials of your organization			
Name of Official		Total Compensation	
1.		\$	Annually
2.		\$	Annually
3.		\$	Annually
4.		\$	Annually
5.		\$	Annually
NOTE: Total compensation for the purposes of this requirement generally means the cash and non-cash value earned by the executive during the past fiscal year and includes salary and bonus; awards of stock; stock options and stock appreciation rights; and other compensation such as severance and termination payments, and value of life insurance paid on behalf of the employee, and as otherwise provided by FFATA and applicable OMB guidance.			
By signing this document, the Authorized Representative attests to this information			
Signature of Authorized Representative		Date	Printed Name of Authorized Representative

## Island County

### Interdepartmental Case Coordination Memo

#### BOCC Work Session

Last Update: August 27, 2025

From: Permitting Depts

Subject: Summary of Escalating Code Enforcement Cases for Coordination

#### Summary

The following table provides a comprehensive list of escalating cases from the permitting departments for interdepartmental coordination. This memo will be updated by permitting departments for recurring quarterly coordination meetings involving Public Health, Planning, Public Works, the Prosecuting Attorney's Office, the Sheriff's Office, and Human Services. The goal is to support shared decision-making about next steps and escalation requests to the BOCC at quarterly public meetings.

#### Acronyms

- NOS – Notice of Septic Failure
- NOV – Notice of Violation
- HOO – Health Officer Order
- OSS – On-Site Septic System
- PCD – Planning & Community Development
- PH – Public Health

#### Summary of Escalating Cases

General Location	Priority	Case Description	Last Action Taken
Heller Rd, Oak Harbor, WA	High	A mobile home park with a failed on-site septic system, creating an imminent health hazard due to surfacing effluent, and an open tank lid and families on the property.	PH has issued NOV's and HOO and required fencing off dangerous elements of the septic system. The owner is working towards a solution.
<ul style="list-style-type: none"> <li>- Continue to monitor for progress with state LOSS or other solution.</li> <li>- Continue to post property with HOO and monitor fencing installation to prevent injury.</li> </ul>			
Country Lane, Oak Harbor, WA	High	The septic system for the residence failed years ago. Multiple RVs are on the parcel and are direct-discharging	A NOV1 has been delivered. The property is in probate.

		sewage and gray water into the nearby wetland. There is also an excess of solid waste accumulating.	
<ul style="list-style-type: none"> <li>• <b>Posting HOO for continued noncompliance</b></li> </ul>			
<b>Maple Grove Camano Island, WA.</b>	High	Likely cesspool near Maple Grove public beach, cracked tank, and unknown drainfield. Vacation rental with large groups of people on weekends. Highly likely contributing to high e coli hits at Maple Grove.	2 NOS sent and HOO due to noncompliance. Property owner has a septic repair permit under review as of 8/19/25.
<ul style="list-style-type: none"> <li>• <b>HOO 7/17/2025 requiring discontinued use of system and correction of failure</b></li> <li>• <b>Staff report outlining actions and evidence</b></li> <li>• <b>Consider options for continued noncompliance</b></li> </ul>			
<b>Oak Harbor Rd, Oak Harbor, WA.</b>	High	For several years, PH and PCD have worked to find a solution for zoning at a MHP, septic failed drainfields, and drinking water issues.	Health has issued NOV's and the MHP is licensed under a provisional status that expires 12/31/2025. The owners must confirm their corrective plan of action or face escalation.
<ul style="list-style-type: none"> <li>- <b>If no written commitment to corrective course of action (1 of options provided by City of Oak Harbor), escalate to HOO</b></li> </ul>			
<b>Moonlight Dr, Freeland</b>	High	RV being used as dwelling, solid waste, sewage dumped on ground.	NOV 1 mailed and delivered, starting since 2016. Past administrative order from PCD 2016.
<ul style="list-style-type: none"> <li>- <b>Imminent health hazard due to neighborhood location and potential for groundwater contamination, health will escalate to NOV and coordinate delivery with ICSO</b></li> <li>- <b>PCD to issue supplemental administrative order</b></li> </ul>			
<b>Becker Rd, Clinton, WA</b>	Medium	Issues include outdoor storage of junk/solid waste, junk vehicles, and concern regarding a potential campground, abandoned vehicles, and campers.	NOV's have been sent by PCD and PH. A NOV1 was sent to the Next of Kin (NOK), who is working to bring it into compliance.
<b>Continue attempt at compliance through NOV process following compliance timeline</b>			

<b>Race Rd, Coupeville, WA</b>	Medium	Health and planning code violations on a parcel located near Class A wetlands. Violations include RV's being used as dwellings, solid waste, and improper sewage disposal.	PCD and PH NOVs were issued 7/2/25 during a joint site visit. The current residents expect to vacate the property.
<ul style="list-style-type: none"> <li>- Health to move to health officer order for continued noncompliance</li> <li>- Planning may issue an administrative order</li> </ul>			
<b>Zylstra Rd, Oak Harbor</b>	Medium	Junk vehicles and RV used as dwellings. The house has no proper water, sewage, or electrical.	2 NOVs Delivered by Public Health, February 2025. Site visit found compliance with health concerns 2/21/25.
<ul style="list-style-type: none"> <li>- Health observed compliance on recent property visit</li> <li>- Planning may issue an administrative order</li> </ul>			
<b>GALBREATH RD, CLINTON</b>	Medium	RV being used as a dwelling, junk and junk vehicles.	NOV Delivered by PCD
<ul style="list-style-type: none"> <li>- Escalate if continued noncompliance</li> </ul>			
<b>CASTLEWOOD CT, FREELAND</b>	Medium	Living in SFR without a Temporary Occupation Permit or a Building Inspection. Concern regarding the disposal of septic & gray water.	NOV Delivered
<ul style="list-style-type: none"> <li>- Escalate if continued noncompliance</li> </ul>			
<b>MEERKERK LN, GREENBANK</b>	Medium	Complaint received regarding junk and junk vehicles, septic concern.	NOCR Delivered by PCD
<ul style="list-style-type: none"> <li>- Escalate if continued noncompliance</li> </ul>			
<b>GOLDIE RD, OAK HARBOR</b>	Medium	An unpermitted auto shop with concerns about improper disposal of automotive fluids, a failed septic system, and grey water being rerouted on-site.	7/22/25 - documented drainfield failure and surfacing. Sent NOS 1 for septic failure 8/14/25 - owner plans to connect to OH City sewer.
<ul style="list-style-type: none"> <li>- Health NOV if failure to connect to OH City sewer</li> </ul>			



**ISLAND COUNTY PLANNING & COMMUNITY DEV.**

**WORK SESSION AGENDA**

**MEETING DATE: 9/10/2025**

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**To: Melanie Bacon, Chair**  
**Board of Island County Commissioners**

**From: Jonathan Lange, Director**

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**Amount of time requested for agenda discussion. 150 minutes**

**Agenda Item No.: 1**

**Subject: 347/24 PBRS-IV**

**Description:** Mr. and Mrs. Leppla submitted a Public Benefits Rating System (PBRS) application on October 9, 2024, and deemed complete by Island County Planning on October 31, 2024. The applicants propose the dedication of a total land area of 26.31 acres in Clinton consisting of five (5) parcels into the PBRS program for the preservation of open space resources specifically native forestland and riparian habitat.

**Attachments: 347/24 Staff Recommendation, Presentation**

**Request:** *(Check boxes that apply)*

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> Move to Consent | <input type="checkbox"/> Move to Regular                      |
| <input type="checkbox"/> None/Informational         | <input checked="" type="checkbox"/> Schedule a Public Hearing |
| <input type="checkbox"/> Signature Request          | <input type="checkbox"/> Other: _____                         |

**IT Review:** Not Applicable

**Budget Review:** Not Applicable

**P.A. Review:** Not Applicable

*(continued on next page)*

**Agenda Item No.: 2**

**Subject:** 400/24 PBRS-IV

**Description:** Mr. Kwarsick, on behalf of property owners Mr. and Mrs. Gulick, has submitted a Public Benefit Rating System (PBRS) application seeking reclassification of an existing open space land use assessment (PBRS #323/11) through the dedication of approximately 72.91 acres across five parcels in Clinton. The proposed dedication aims to ensure permanent protection of the properties' natural features—including native forest, wetlands, a pond, stream, feeder bluff shoreline, and wildlife habitat—while supporting broader environmental goals such as climate resilience, air and water quality, and biodiversity. To that end, the applicants have committed to recording a conservation easement over the subject properties.

**Attachments:** 400/24 Staff Recommendation, Presentation

**Request:** *(Check boxes that apply)*

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> Move to Consent | <input type="checkbox"/> Move to Regular                      |
| <input type="checkbox"/> None/Informational         | <input checked="" type="checkbox"/> Schedule a Public Hearing |
| <input type="checkbox"/> Signature Request          | <input type="checkbox"/> Other: _____                         |

**IT Review:** Not Applicable

**Budget Review:** Not Applicable

**P.A. Review:** Not Applicable

**Agenda Item No.: 3**

**Subject:** Comprehensive Plan Code Updates

**Description:** Planning and Community Development is proposing code changes to support the 2025 Comprehensive Plan update. The first round of updates for discussion will include Accessory Dwelling Units, Co-Living Housing, and Emergency Housing.

**Attachments:** Proposed Code Updates

**Request:** *(Check boxes that apply)*

- |  |  |
|--|--|
| <input type="checkbox"/> Move to Consent               | <input type="checkbox"/> Move to Regular           |
| <input checked="" type="checkbox"/> None/Informational | <input type="checkbox"/> Schedule a Public Hearing |
| <input type="checkbox"/> Signature Request             | <input type="checkbox"/> Other: _____              |

**IT Review:** Not Applicable

**Budget Review:** Not Applicable

**P.A. Review:** Not Applicable

*(continued on next page)*

**Agenda Item No.: 4**

**Subject:** Update Permit Fee Schedule

**Description:** Planning and Community Development is proposing to increase the Land Use and Building Permit Fee Schedule with the first increase taking effect January 1, 2026, and a second increase taking effect January 1, 2027. We are also requesting that an automatic annual increase matching CPI be implemented in subsequent years.

**Attachments: Current Fee Schedule**

**Request:** *(Check boxes that apply)*

- |   |   |
|---|---|
| <input type="checkbox"/> Move to Consent    | <input type="checkbox"/> Move to Regular                      |
| <input type="checkbox"/> None/Informational | <input checked="" type="checkbox"/> Schedule a Public Hearing |
| <input type="checkbox"/> Signature Request  | <input type="checkbox"/> Other: _____                         |

**IT Review:** Not Applicable

**Budget Review:** Not Applicable

**P.A. Review:** Not Applicable



## Island County Planning and Community Development

*Jonathan Lange, AICP, CFM*  
Director

Physical Address: 1 NE 6<sup>th</sup> St, Coupeville, WA 98239

Mailing Address: 1 NE 7<sup>th</sup> St, Coupeville, WA 98239

Ph: Whidbey 360-679-7339 | Camano 360-387-3443 | Fax: 360-679-7306

Email: [PlanningDept@islandcountywa.gov](mailto:PlanningDept@islandcountywa.gov) | <https://www.islandcountywa.gov/207/Planning-Community-Development>

**File No:** 347/24 PBRS-IV

**Agent:** Not Applicable

**Property Owner:** Joseph & Teresa Rodriguez Lepla

**Assessor's Parcel Number:**

- R32802-510-3900
- R32802-475-3100
- R32802-475-3900
- R32802-510-3100
- R32935-017-2930

**Summary of Application and Recommendation:**

Mr. and Mrs. Lepla submitted a Public Benefits Rating System (PBRS) application on October 9, 2024, and deemed complete by Island County Planning on October 31, 2024. The applicants propose the dedication of a total land area of 26.31 acres consisting of five (5) parcels in the PBRS program for the preservation of open space resources specifically native forestland and riparian habitat.

**Recommendation:** Conditional Approval

**Preliminary Information:**

Property Owner:  
Joseph & Teresa Rodriguez Lepla  
PO BOX 1134  
CLINTON, WA 98236

Property Address:  
7210 Holst Road  
Clinton, WA 98236

**STAFF REPORT FOR  
APPLICATION FOR OPEN SPACE LAND CLASSIFICATION  
Island County Public Benefit Rating System (PBRs)  
347/24 PBRs – LEPLA.**

**FINDINGS OF FACT**

The Island County Planning and Community Development Department has reviewed PBRs Application 347/24 for Open Space Classification under the Public Benefit Rating System (PBRs) program pursuant to Island County Code of Ordinances Chapter 3.40 and makes the following findings:

**A. PROPOSAL**

Mr. and Mrs. Lepla submitted a Public Benefits Rating System (PBRs) application for the purpose of dedication of a total land area of 26.31 acres consisting of five (5) parcels for the preservation of open space resources. The intent of the proposed open space dedication is to continue to maintain and improve wildlife habitat, climate resilience, promote healthy water quality of the creek and aquifer recharge. In addition the applicant will allow education-oriented groups to access and use the site for educational purposes including tours and research.

**B. SITE DESCRIPTION & BACKGROUND INFORMATION**

Area & Site Condition:

The applicant describes the subject parcels as comprised of native forest, with moderate/steeps slopes, with approx. seven hundred (700) feet of creek running southeast along two of the parcels (R32802-510-3100, R32802-475-3100).

The applicants own a total of 27.34 acres, with 1.03 acres dedicated to residential uses including a home with associated utility and storage buildings and other appurtenances. The applicants do not have any planned improvements for the property and intend to maintain existing structures and trail systems.

Zoning: Rural (R)

Current Use Program: Designated Forest

Critical Areas: Mapped wetlands, stream

Location: South Whidbey Island, located off Holst Road.

Access: The subject property is accessed via Holst Rd., Clinton WA 98236.

Parcel	Parcel A	Parcel B	Parcel C	Parcel D	Parcel E	Totals
Parcel number	R32935-017-2930	R32802-510-3100	R32802-510-3900	R32802-475-3100	R32802-475-3900	5 parcels

Current taxes (2025)	\$730.19	\$33.75	\$4,652.50	\$33.57	\$33.67	\$5,483.68
Acres	5.57	5.27	6.15 (5.7 dedicated to open space)	5.18	5.17 (4.92 dedicated to open space)	27.34 (26.31 dedicated to open space)

### C. LEGAL AUTHORITY AND REQUIREMENTS

1. The State Open Space Tax Act, Chapter 84.34 RCW, provides an opportunity for landowners to apply for a reduction in property taxes for certain categories of open space, agricultural, and timber lands. This tax reduction is based upon a current use assessment (CUA) of the land rather than on the traditional fair market value system of "highest and best use."<sup>1</sup>
2. The county legislative authority may direct the county planning commission to set open space priorities and adopt, after a public hearing, an open space plan and public benefit rating system for the county. The plan shall consist of criteria for determining eligibility of lands, the process for establishing a public benefit rating system, and an assessed valuation schedule. The assessed valuation schedule shall be developed by the county assessor and shall be a percentage of market value based upon the public benefit rating system.<sup>2</sup> The Island County Public Benefit Open Space Rating System took effect on October 1, 1998, and shall apply to new applications submitted on or after that date.<sup>3</sup>
3. An owner of open space land desiring assessed valuation under the public benefit rating system shall make application to the Board of County Commissioners by filing an application with the County Planning Department. The application shall be upon forms supplied by the county and shall include such information deemed reasonably necessary to properly classify an area of land under Chapter 84.34 RCW with a notarized verification of the truth thereof.<sup>4</sup>
4. Applications under the public benefit rating system shall be reviewed by the county and approved directly by the Board of Island County Commissioners.<sup>5</sup>

### D. LAND USE STANDARDS & PRIMARY CODE REFERENCES

The assessment of the total number of awarded points for the subject parcels and market value reduction were derived pursuant to the following regulatory code

<sup>1</sup> ICC 3.40.010 See also RCW 84.34.010 Legislative declaration.

<sup>2</sup> RCW 84.34.055.(1)(a)

<sup>3</sup> ICC 3.40.310

<sup>4</sup> ICC 3.40.070

<sup>5</sup> ICC 3.40.100

sections. The review was predominantly conducted under Chapter 3.40 Island County Public Benefit Open Space Rating System. However, additional code chapters were utilized to assist in ascertaining point values.

- Island County Code (ICC)
  - Chapter 3.40 - Island County Public Benefit Open Space Rating System
  - Chapter 8.09 - Potable Water Source and Supply
  - Chapter 11.01 - Land Development Standard
  - Chapter 11.02 - Clearing and Grading Requirements
  - Chapter 17.02B - Island County Critical Areas Regulations
  - Chapter 17.03 - Island County Zoning Code
- Revised Code of Washington (RCW)
  - 84.34 RCW OPEN SPACE, AGRICULTURAL, TIMBERLANDS—CURRENT USE—CONSERVATION FUTURES

## **E. BASIS FOR ASSESSMENT / ANALYSIS**

### Parcel A - R32935-017-2930:

#### a. High Priority Resource – 5 Points Each

5 Significant fish and wildlife habitat conservation areas, species and habitats of local importance, category A and B wetlands and special plant sites:

The subject parcel contains a category B wetland as mapped on Island County Geomap and shown in the applicants critical areas map.<sup>6</sup>

#### b. Medium Priority Resource – 3 Points Each

3 Geologic hazard area buffers.

The subject parcel contains mapped steep slopes areas with areas with slopes forty (40) percent or greater and with a vertical relief of ten (10) feet or more, which are not comprised of consolidated rock.<sup>7</sup> Island County staff confirmed these conditions used aerial topographic imagery on ICGeo map and during the site visit.

#### c. Bonus System

5 Public Priority:

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<sup>6</sup> Enclosure B - Critical Areas Map

<sup>7</sup> ICC 3.40.260.C.3

Critical aquifer recharge areas mean areas with a critical recharge effect on aquifers used for potable water, including sole source aquifer recharge areas designated pursuant to the federal Safe Drinking Water Act.<sup>8</sup> Critical aquifer recharge areas have been identified on ICGeo Map, which designates areas as having a low, moderate, or high susceptibility to groundwater contamination. The subject parcel and areas revered for protection is mapped as a high susceptibility critical aquifer recharge area.

3 Surface water quality buffer areas:

The subject parcel contains wetlands with a maximum buffer width of three hundred (300) ft.<sup>9</sup> The applicant proposes to preserve approximately double the buffer requirement (600 ft.) or greater of the remaining undeveloped area on site.

5 Conservation/historic easement in perpetuity:

The applicant proposes to enter into a conservation easement donation agreement between with the Whidbey Camano Land Trust ensure the permanent protection of the conservation values of the Property.<sup>10</sup>

Qualifying acres: 5.57

TOTAL: 21 out of 57 Points = 50% reductions in taxes

Parcel B - R32802-510-3100:

a. High Priority Resource – 5 Points Each

5 Significant fish and wildlife habitat conservation areas, species and habitats of local importance, category A and B wetlands and special plant sites:

The subject parcel contains a fish stream as mapped on Island County Geomap and shown in the applicant's critical areas map.<sup>11</sup> During the site visit Island County staff validated the presence of the mapped stream.

b. Medium Priority Resource – 3 Points Each

3 Geologic hazard area buffers.

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<sup>8</sup> ICC 8.09.020 Definitions (Critical Aquifer recharge areas) *see also* ICC 17.02B.060 Definitions (Critical Aquifer recharge areas)

<sup>9</sup> ICC 17.02B.460.C.1.c

<sup>10</sup> Enclosure C - Conservation Easement Donation Agreement

<sup>11</sup> Enclosure B - Critical Areas Map

The subject parcel contains mapped steep slopes areas with areas with slopes forty (40) percent or greater and with a vertical relief of ten (10) feet or more, which are not comprised of consolidated rock. Island County staff confirmed these conditions used aerial topographic imagery on ICGeo map and during the site visit.

c. Bonus System

5 Public Priority:

Critical aquifer recharge areas mean areas with a critical recharge effect on aquifers used for potable water, including sole source aquifer recharge areas designated pursuant to the federal Safe Drinking Water Act. Critical aquifer recharge areas have been identified on ICGeo Map, which designates areas as having a low, moderate, or high susceptibility to groundwater contamination. The subject parcel and areas revered for protection is mapped as a high susceptibility critical aquifer recharge area.

5 Surface water quality buffer areas:

The subject parcel contains a type-f stream with a maximum buffer width of three hundred (100) ft.<sup>12</sup> The applicant proposes to preserve approximately six time the buffer requirement (600 ft.) or greater of the remaining undeveloped area on site.

5 Conservation/historic easement in perpetuity:

The applicant proposes to enter into a conservation easement donation agreement between with the Whidbey Camano Land Trust ensure the permanent protection of the conservation values of the Property.

5 Properties adjacent to a public or current use classified land:

Properties immediately adjacent to current use classified land participating in a current use taxation program under Chapter 84.33 or 84.34 RCW shall be allocated five (5).<sup>13</sup> The subject parcel is immediately adjacent to parcel R32802-495-2000, which is in the current use program under Designated Forest.

Qualifying acres: 5.27

TOTAL: 28 out of 57 Points = 60% reductions in taxes

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<sup>12</sup> ICC 17.02B.420.C

<sup>13</sup> ICC 3.40.280.I.1 See also ICC 3.40.280.I.3.d.(i)

Parcel C - R32802-510-3900:

a. Medium Priority Resource – 3 Points Each

3 Geologic hazard area buffers.

The subject parcel contains mapped steep slopes areas with areas with slopes forty (40) percent or greater and with a vertical relief of ten (10) feet or more, which are not comprised of consolidated rock. Island County staff confirmed these conditions used aerial topographic imagery on ICGeo map and during the site visit.

b. Bonus System

5 Public Priority:

Critical aquifer recharge areas have been identified on ICGeo Map, which designates areas as having a low, moderate, or high susceptibility to groundwater contamination. The subject parcel and areas revered for protection is mapped as a high susceptibility critical aquifer recharge area.

5 Conservation/historic easement in perpetuity:

The applicant proposes to enter into a conservation easement donation agreement between with the Whidbey Camano Land Trust ensure the permanent protection of the conservation values of the Property.

Qualifying acres: 5.37 of the total 6.15 acres is dedicated to open space and qualify.

TOTAL: 13 out of 57 Points = 30% reductions in taxes

Parcel D - R32802-475-3100:

a. High Priority Resource – 5 Points Each

5 Significant fish and wildlife habitat conservation areas, species and habitats of local importance, category A and B wetlands and special plant sites:

The subject parcel contains a fish stream as mapped on Island County Geomap and shown in the applicant's critical areas map. During the site visit Island County staff validated the presence of the mapped stream.

b. Medium Priority Resource – 3 Points Each

3 Geologic hazard area buffers.

The subject parcel contains mapped steep slopes areas with areas with slopes forty (40) percent or greater and with a vertical relief of ten (10) feet or more, which are not comprised of consolidated rock. Island County staff confirmed these conditions used aerial topographic imagery on ICGeo map and during the site visit.

c. Bonus System

5 Public Priority:

Critical aquifer recharge areas have been identified on ICGeo Map, which designates areas as having a low, moderate, or high susceptibility to groundwater contamination. The subject parcel and areas reserved for protection is mapped as a high susceptibility critical aquifer recharge area.

5 Surface water quality buffer areas:

The subject parcel contains a type-f stream with a maximum buffer width of three hundred (100) ft. The applicant proposes to preserve approximately six time the buffer requirement (600 ft.) or greater of the remaining undeveloped area on site.

5 Conservation/historic easement in perpetuity:

The applicant proposes to enter into a conservation easement donation agreement between with the Whidbey Camano Land Trust ensure the permanent protection of the conservation values of the Property.

5 Properties adjacent to a public or current use classified land:

The subject parcel is immediately adjacent to parcel R32802-495-2000, which is in the current use program under Designated Forest.

Qualifying acres: 5.18

TOTAL: 28 out of 57 Points = 60% reductions in taxes

Parcel E - R32809-149-4600:

a. Bonus System

5 Public Priority:

Critical aquifer recharge areas have been identified on ICGeo Map, which designates areas as having a low, moderate, or high susceptibility to groundwater contamination. The subject parcel and areas revered for protection is mapped as a high susceptibility critical aquifer recharge area.

5 Conservation/historic easement in perpetuity:

The applicant proposes to enter into a conservation easement donation agreement between with the Whidbey Camano Land Trust ensure the permanent protection of the conservation values of the Property.

5 Properties adjacent to a public or current use classified land:

The subject parcel is immediately adjacent to parcel R32802-495-2000, which is in the current use program under Designated Forest.

Qualifying acres: 9.13

TOTAL: 15 out of 57 Points = 40% reductions in taxes

## **D. ADDITIONAL FINDINGS**

Site Visit: On August 7, 2025, Island County staff conducted a site visit with the property owners to confirm site conditions—including the resource inventory described in the submitted application—and to support the assessment analysis in determining the properties' qualifications for entry into the PBRs program and the points to be awarded

Conservation Easement: The applicants (“Grantor”) entered into a conservation easement donation agreement between with the Whidbey Camano Land Trust (“Grantee”) signed by the grantor on August 8, 2024, and grantee on August 15, 2024. This agreement between parties acknowledges the *Grantee’s interest in accepting the Conservation Easement and the Grantor’s interest in donating the Conservation Easement is to ensure the permanent protection of the conservation values of the Property, including its native forest, stream and riparian areas, wetland, wildlife habitat, ecosystem services like water quality protection and carbon sequestration, scenic views, climate resilience values, and open space values of great importance to Grantor, Grantee, the people of Island County, and the people of the State of Washington.* The conservation easement will be placed on the property following the outcome of the PBRs decision.

## **E. CONCLUSION**

The applicant has demonstrated that each of their five parcels is of sufficient size (greater than five (5) acres) and contains one (1) or more open space resources,

and thus qualifies for entry into Island County's PBRs program, with point totals ranging from thirteen (13) to twenty-eight (28). This results in a market value reduction of approximately thirty (30) to sixty (60) percent, and a combined dedicated open space area of 26.31 acres.

## **F. RECOMMENDATION**

Based on the foregoing Findings of Fact and Conclusion, it is recommended that 347/24 be approved for entry into the PBRs program under the following tax reductions and conditions:

1. The entirety of Parcel A (R32935-017-2930), totaling 5.57 acres, is eligible for a 50% tax reduction.
2. The entirety of Parcel B (R32802-510-3100), totaling 5.27 acres, is eligible for a 60% tax reduction.
3. The dedicated portion of Parcel C (R32802-510-3900), totaling 5.37 acres, is eligible for a 30% tax reduction.
4. The entirety of Parcel D (R32802-475-3100), totaling 5.18 acres, is eligible for a 60% tax reduction.
5. The dedicated portion of Parcel E (R32802-475-3900), totaling 4.92 acres, is eligible for a 30% tax reduction.
6. Final determinations about exemptions, back taxes, and penalties described in WAC 458-30 and RCW 84.34 shall be made by the Island County Assessor.
7. No structures shall be erected upon such land except those directly related to, and compatible with, the classified use of the land with prior review and approval from Island County.
8. There shall be no development or ground disturbing activities on the portion of the site that is classified as open space and received points from PBRs without prior approval from Island County.
9. There shall be no development on the portion of the subject property prior to review and approval of all appropriate land use and building permits. Approval of this application shall not be construed as approval of any structures or facilities.
10. The land shall be used only in accordance with the following additional restrictions:
  - a. **Limited Public Access:** The property must remain available for limited public access with owner permission for educational purposes.
11. **Conservation Easement Recording:** The applicant shall record with the Island County Auditor the proposed conservation easement donation agreement between with the Whidbey Camano Land Trust within one (1) year of this land use

decisions issuance. A copy of the final recorded easement shall be provided to the Island County Planning Department.

12. **Changes in Use:** If the Property Owner changes the use of the classified land, the Property Owner must notify the County Assessor of the change within sixty (60) days. The Assessor shall then impose an additional tax equal to the difference between the tax paid on current use value and the tax that would have been paid on that land had it not been so classified, payable for the seven (7) years last past, plus interest on this additional tax at the same rate as charged on delinquent property taxes, plus a penalty of twenty (20) percent of the total amount.
13. **Monitoring:** The Planning and Community Development Department shall monitor the property to determine the continuing compliance with all of the conditions under which open space classification was granted and the current uses of the property. Where the Planning and Community Development Department determines that the land is no longer being used for the purpose for which the classification was granted or there has been a change in use, it will report its findings within thirty (30) days to the County Assessor.
14. **Inspections:** Pursuant to 3.40.150.C.1.b the landowners shall allow Island County staff to access sites one (1) time per year, upon written notice, to carry out surface water quality monitoring and wetland monitoring in accordance with sections 17.02B.520 and 17.02B.530.
15. **Annual Affidavit:** Monitoring of lands for continuing eligibility for current use assessment as open space lands shall include an affidavit, to be submitted annually by the landowner, of continuing compliance with the terms and conditions under which open space classification was granted and the current uses of the property. The requisite form and contents of the affidavit required for monitoring shall be described more fully in the county guidelines implementing this chapter. The failure of the owner to submit the affidavit of compliance shall be grounds for the County to reevaluate the property under the PBRs.
16. **Agreement:** The Property Owner and Island County agree to the terms set forth in the "Open Space Taxation Agreement".

Enc:

Enclosure A – 347-24 Site Map

Enclosure B – 347-24 Critical Areas Map



Enclosure C – 347-24 Conservation Easement Agreement\_FullyExecuted\_8.15.24

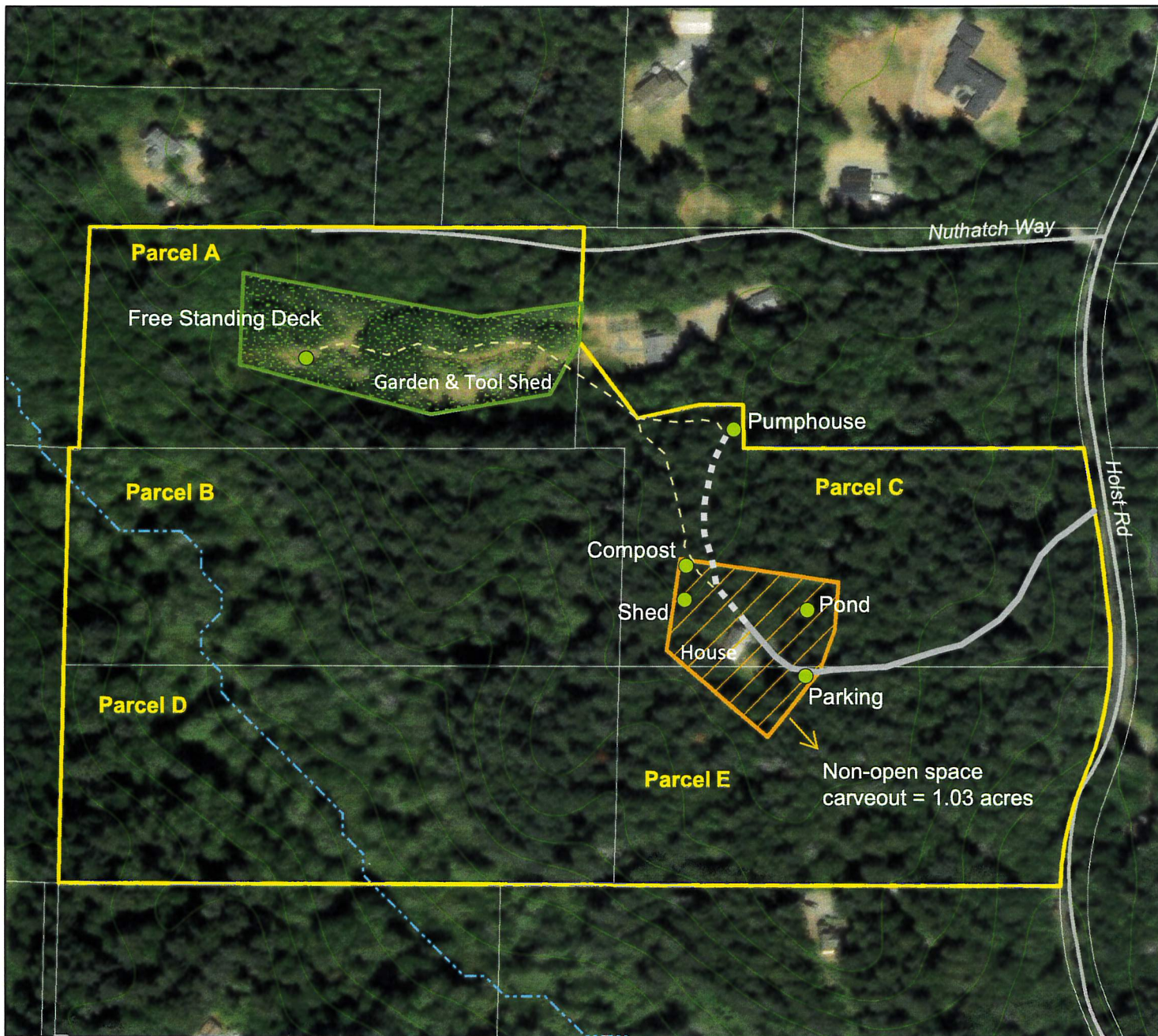
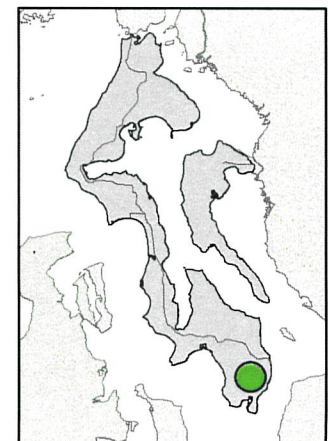
Enclosure D – 347-24 Point Assessment Calculation Sheet

Enclosure E – IC GEO Maps

# LePla - Rodriguez Property

## PBRS Application Site Plan Map Total Property 27.34 ac. Open Space 26.31 ac.

-  Improvements
-  Maintenance Road
-  Trails
-  Road
-  Non-Open Space
-  Garden/Orchard
-  Property Boundary
-  Streams
-  25ft Contours



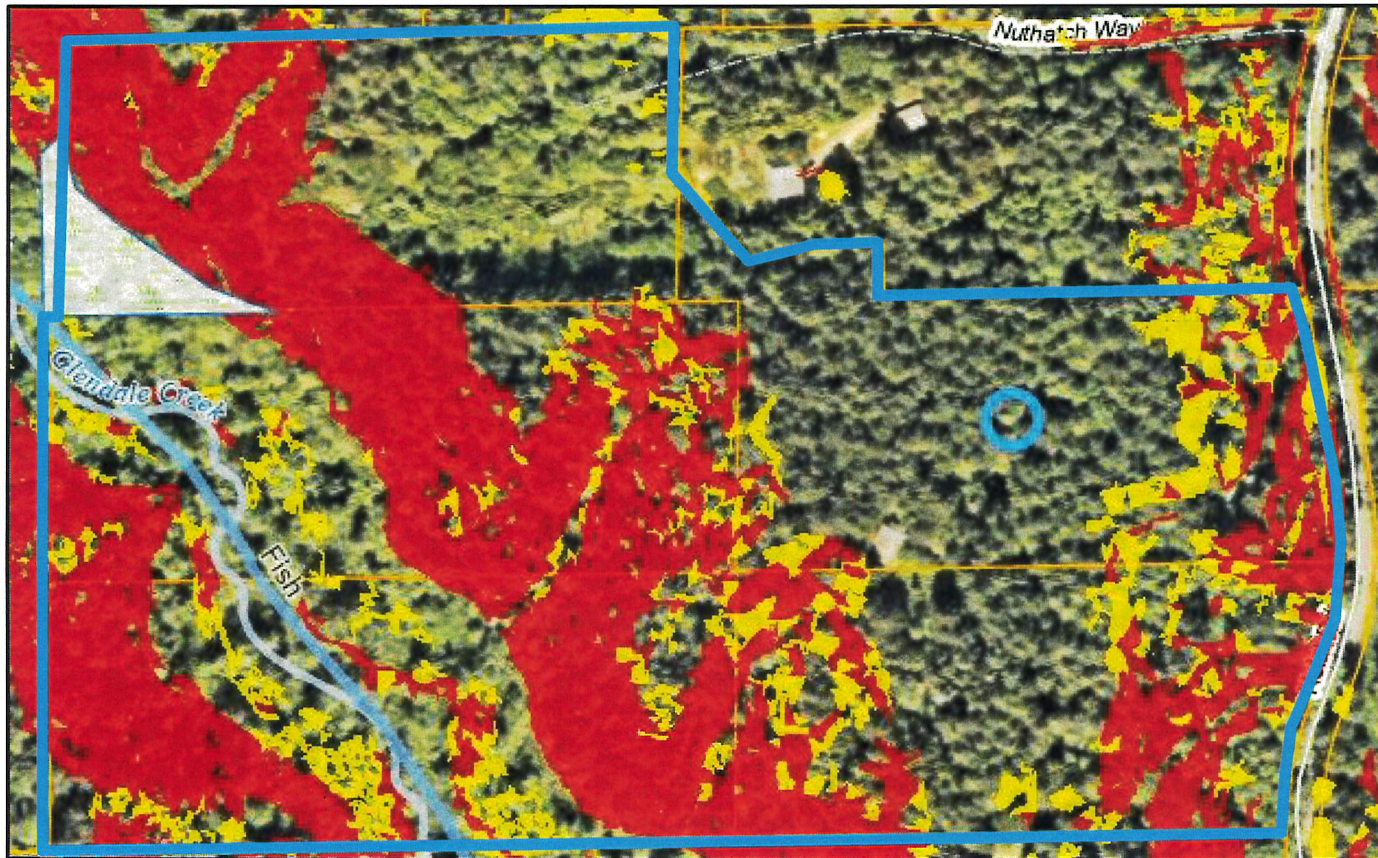
Property boundaries are taken from Island County GIS tax parcel maps. These boundaries are approximate and may not match on-the-ground fencelines or actual survey markers.



# LePla – Rodriguez Property

## PBRS Application

### Critical Areas Map



-  Steep Slopes (40+%)
-  Moderate Slopes (30-40%)
-  Property Boundary
-  Streams/ Glendale Creek
-  Category B Wetland

## **CONSERVATION EASEMENT DONATION AGREEMENT**

(Glendale Priority Area/ LePla and Rodriguez)

THIS CONSERVATION EASEMENT DONATION AGREEMENT ("Agreement") is made and entered into by and between Fred Joseph LePla and Maria Teresa Rodriguez, husband and wife ("Grantor") and WHIDBEY CAMANO LAND TRUST, a Washington nonprofit corporation ("Grantee") (collectively "Parties"), on the date provided below. The real property subject to the conservation easement is legally described in Exhibit A ("Property") and shown on Exhibit B ("Site Map") and the grant deed of conservation easement is substantially in the form described in Exhibit C ("Conservation Easement" or "Grant Deed of Conservation Easement"), said exhibits which are attached hereto and made a part of the Agreement hereof. The effective date of this Agreement shall be the last date that the Agreement is executed by Seller or Buyer ("Effective Date").

### **ACKNOWLEDGEMENTS**

- A.** The Parties acknowledge that the Grantee's interest in accepting the Conservation Easement and the Grantor's interest in donating the Conservation Easement is to ensure the permanent protection of the conservation values of the Property, including its native forest, stream and riparian areas, wetland, wildlife habitat, ecosystem services like water quality protection and carbon sequestration, scenic views, climate resilience values, and open space values of great importance to Grantor, Grantee, the people of Island County, and the people of the State of Washington.
- B.** Grantor, in acknowledgement of the acceptance of the Property by Grantee and Grantee's ongoing obligation to appropriately steward and conserve the conservation values of the Property, has indicated they will voluntarily donate \$15,000.00 to Grantee at Closing, as defined in Section 6.
- C.** Grantee is a publicly supported, tax-exempt nonprofit organization, qualified under Sections 501(c)(3) and 170(h) of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, and also qualified as a nonprofit nature conservancy corporation under RCW 64.04.130 and 84.34.250, and whose mission is to actively involve the community in protecting, restoring, and appreciating the important natural habitats and resource lands that support the diversity of life on our islands and in the waters of Puget Sound.

NOW THEREFORE, in consideration of the recitals set forth above and the mutual covenants, conditions, and promises contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Grantor and Grantee agree as follows:

## ***AGREEMENT***

1. ***CONSERVATION EASEMENT.*** Grantor hereby agrees to donate to Grantee, and Grantee hereby agrees to accept from Grantor, the Conservation Easement, substantially in the form described in Exhibit C, affecting the Property described in Exhibit A, said Property located on Whidbey Island, Island County, Washington.
2. ***ESCROW HOLDER and TITLE INSURANCE.*** Premier Title of Island County, 775 NE Midway Blvd., Oak Harbor, WA 98277 has been designated as Title Insurer (“Title Company”) and as Escrow Holder (“Escrow Holder”). Upon execution of the Agreement by the last of Grantor and Grantee (such date herein referred to as the “Effective Date”), Escrow Holder shall open a closing escrow for the benefit of Grantor and Grantee in accordance with the terms of the Agreement.
3. ***TITLE and CONVEYANCE.***
  - 3.1. Marketable Title. At Closing, Grantor shall convey to Grantee marketable and insurable title to the Conservation Easement, free of limited or other partnership interests, liens, putative community property interests, encumbrances, easements, restrictions, rights, and conditions, including, but not limited to, any promissory note, mortgage, deed of trust, real estate contract, right of first refusal, or option to buy, other than current property taxes due after the date of Closing and any other exceptions approved by Grantee pursuant to Section 3.4 below (also “Permitted Exceptions”). Notwithstanding the foregoing, Grantor, as owner of fee title to the Property, shall remain solely liable for all property taxes and for any Land Current Use Classification thereof. At Closing, Grantor shall convey the Grant Deed of Conservation Easement to Grantee by execution and delivery of said instrument, in a form of which is attached at Exhibit C, and subject only to the Permitted Exceptions listed in 3.4 below.
  - 3.2. Preliminary Commitment. Grantee has obtained a Preliminary Commitment for title insurance issued by the Title Company (Order Number 01348-47498), with an effective date of May 5, 2022. The Preliminary Commitment for title insurance and all supplements thereto, together with copies of all exceptions noted therein, shall constitute the “Title Report.”
  - 3.3. Unrecorded Documents. Grantor represents and warrants that, except as so disclosed to Grantee, no unrecorded liens, licenses, claims, agreements, and/or lawsuits exist.
  - 3.4. Permitted Exceptions. The permitted exceptions set forth in Exhibit D (“Permitted Exceptions”) are attached hereto and made a part of this Agreement hereof.
  - 3.5. Termination. If title to the Conservation Easement does not conform to the

requirements described above and cannot be made to conform prior to Closing, Grantee may elect to either waive such encumbrances or defects or terminate this Agreement. If Grantee terminates this Agreement pursuant to this Section 3, neither party hereto shall have any further rights or obligations under this Agreement, except as otherwise expressly provided herein.

- 3.6. Title Insurance. Grantee shall purchase a standard form of Owner's Policy of Title Insurance ("Title Policy") from the Title Company, in the amount of FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) insuring Grantee's title to the Conservation Easement, subject only to the Permitted Exceptions and the pre-printed general exceptions contained in the standard form of Owner's Title Policy. The Title Policy shall be issued upon Closing.
- 3.7. Sale and Encumbrances. From the Effective Date of this Agreement to the Closing Date, Grantor shall not: (a) sell, transfer, convey, or alienate ("Sell"), whether voluntarily or involuntarily, all or any portion of the Property; or (b) create or permit any encumbrances of the Property except as may legally exist prior to the Effective Date of this Agreement.
4. ***CONDITION OF PROPERTY AND GRANTEE'S INSPECTION.***
  - 4.1. Condition of the Property. Between the Effective Date of this Agreement and the Closing Date, Grantor shall maintain the Property in a condition, as existed on the Effective Date of this Agreement, and shall not engage in any use or activity that would cause material adverse change to the condition of the Property. In addition, Grantor shall not permit or commit any timber harvest, grading, construction, filling, excavation, dumping, waste, impairment, or deterioration of the Property (other than ordinary wear and tear); or commit, suffer, or permit any act upon or use of the Property in violation of any applicable law, order, permit, or license of any governmental authority.
  - 4.2. Land Survey. Grantee shall contract a land survey and shall have the final survey ("Land Survey") recorded prior to the Closing Date. Grantor will pay for the cost of the Land Survey. Grantor has satisfied this requirement as of the date of this Agreement.
  - 4.3. Access. Grantee and Grantee's contractors and agents shall have the right to enter the Property, at reasonable times and with reasonable notice to Grantor, for the purpose of conducting Grantee's Inspection.
5. **GRANTOR'S REPRESENTATIONS AND WARRANTIES.** Grantor makes the representations and warranties in this Section 5 as of the date of Grantor's execution of this Agreement and again as of the Closing Date. To the best of Grantor's knowledge, Grantor represents and warrants to Grantee as follows:
  - 5.1 There are no known matters that adversely affect title to the Property other than the

Permitted Exceptions.

- 5.2 There are no known leases, rentals, licenses or other agreements granting any person or party the right to occupy the Property or any portion thereof other than as revealed in the Permitted Exceptions.
- 5.3 There is no known litigation or proceeding pending or threatened against Grantor that relates to the Property or the transaction contemplated by the Agreement or that would have a material adverse effect on the Property, other than as revealed in the Permitted Exceptions.
- 5.4 Grantor has not received any written notice that the Property or the operation and use thereof does not comply in any respect with applicable laws or any permit or approval granted to Grantor.
- 5.5 Grantor has no knowledge of any underground fuel storage tanks that are now or were previously located on the Property.
- 5.6 Grantor has no knowledge of any release, generation, treatment, disposal, or storage of any Hazardous Substances at, on, or under the Property and has no knowledge of any Hazardous Substances on or adjacent to the Property. As used herein, "Hazardous Substances" shall mean asbestos (whether or not friable), petroleum and petroleum derivatives and products, and any substance, chemical, waste or other material that is listed, defined or otherwise identified as "hazardous" or "toxic" under any federal, state or local ordinance or law or any administrative agency rule or determination. "Release" shall mean releasing, spilling, leaking, pumping, pouring, flooding, emitting, emptying, discharging, injecting, escaping, leaching, disposing, or dumping.
- 5.7 All representations and warranties contained in this Section 5 shall be true and correct as of the Effective Date of the Agreement and as of the Closing Date and shall survive Closing and execution of the Conservation Easement and shall not be merged therein. Notwithstanding the foregoing, if Grantor is unable to make any of the representations or warranties specified above in this Section 5 as of the Closing Date based upon circumstances beyond Grantor's reasonable control and Grantor provides written notice of such circumstances to Grantee no later than two (2) days prior to the Closing Date, Grantee may elect to either waive the requirement of the representations or warranties specified in Grantor's notice, or to terminate the Agreement. If Grantee terminates the Agreement pursuant to this Section 5.7, neither party hereto shall have any further rights or obligations under the Agreement.

6. ***CLOSING and ESCROW.***

- 6.1. Closing. The closing of the donation of the Conservation Easement pursuant to this Agreement shall be consummated ("Closing") at the offices of Escrow Holder within 30

days of approval by the Board of Island County Commissioners of the property being transferred into Island County's Public Benefit Rating System (PBRs) tax classification, provided that Grantee's contingencies and conditions precedent set forth in this Agreement have been satisfied or waived and the Agreement has not been terminated ("Closing Date"). The Closing Date shall not be extended without the written approval of Grantor and Grantee.

- 6.2. Closing Costs and Expenses. Grantor shall pay any property taxes or assessments due on the Property. Grantee shall pay all other costs associated with the donation of the Conservation Easement, including the premium for title insurance, escrow and closing fees, recording fees, and real estate excise tax, if any. The Agreement does not constitute or contain a listing or commission with any realtor or broker.
- 6.3. Landowner Contribution. Outside of Escrow, Grantor agrees to pay Grantee a voluntary donation at Closing in the amount of FIFTEEN THOUSAND AND NO DOLLARS (\$15,000.00) ("Landowner Contribution"). The Parties acknowledge that the Landowner Contribution is solely for land conservation and management services to ensure the permanence of the Conservation Easement and is not for brokerage or legal services.
- 6.4. Conditions Precedent to Closing.
  - 6.4.1. The Land Survey, as described in Section 4.2, shall be approved by Grantee and recorded by Grantor at the Island County Auditor's Office.
  - 6.4.2. Property must be transferred to Island County's PBRs tax classification from its current Designated Forest tax classification, as described in section 6.1, to align with the terms of the Conservation Easement. If Grantor's PBRs tax application with Island County is unsuccessful for any reason, Grantor and Grantee must renegotiate the terms of the Conservation Easement prior to Closing.
  - 6.4.3. For Grantee's benefit, Closing shall not occur unless and until the Title Company is irrevocably committed to issue the Title Policy.
  - 6.4.4. If any or all of the foregoing conditions do not occur and such condition(s) is/are not waived by a/the benefiting party, this Agreement shall terminate and neither party hereto shall have any further rights or obligations under this Agreement, *except* as otherwise expressly provided herein.
- 6.5. Delivery by Grantor. At Closing and in a manner consistent with all other terms of this Agreement, Grantor, through the Escrow Holder, shall deliver to Grantee the following:
  - 6.5.1. The Conservation Easement, duly executed and acknowledged by Grantor in recordable form and ready for recordation on the Closing Date; and

6.5.2. A duly executed real estate excise tax affidavit.

6.6. Delivery by Grantee. At Closing, and in a manner consistent with all other terms of this Agreement, Grantee shall deliver to Grantor the following:

6.6.1. The Closing Costs and Expenses as defined in Section 6.2; and

6.6.2. A duly executed counterpart of said real estate excise tax affidavit.

7. ***GRANTOR'S INDEMNIFICATION.***

7.1. Indemnity. Grantor shall indemnify, defend, and hold Grantee harmless from and against any and all losses, damages, expenses, costs, obligations, penalties, fees, and liabilities, including, without limitation, reasonable attorneys' fees, that Grantee may suffer or incur in connection with:

7.1.1. Grantor's ownership of the Property or any action or inaction of Grantor, its agents or employees;

7.1.2. any breach of, falsity, or inaccuracy in the representations and warranties made by Grantor and contained in this Agreement;

7.1.3. any misrepresentation in or omission of any material documents, items, or written information submitted by Grantor to Grantee relating to the Property; or

7.1.4. any failure of Grantor to perform any of its obligations under this Agreement.

8. ***NOTICES and DELIVERY OF DOCUMENTS.***

Unless otherwise specified in this Agreement, any and all notices, demands, requests, consents, and approvals ("Notices") required to be given under this Agreement shall be in writing and sent to the person and address specified below. Notices must be signed by the party sending such notice. Notices shall be deemed to have been duly given if delivered personally, sent by a nationally recognized overnight delivery service, or if mailed or deposited in the United States mail and sent by registered or certified mail, return receipt requested, postage prepaid, or as appropriate, sent by electronic mail to:

Grantor at: Joseph LePla and Teresa Rodriguez  
P.O. Box 1134  
Clinton, WA 98236

Grantee at: Whidbey Camano Land Trust

Attn: Kurt Schlimme  
765 Wonn Road #C201  
Greenbank, WA 98253

or to such other addresses as either party hereto may from time-to-time designate in writing and delivered in a like manner. All Notices shall be deemed complete upon actual receipt or refusal to accept delivery.

9. ***GENERAL PROVISIONS.***

- 9.1. Entire Agreement. This Agreement is the entire agreement of the Grantee and Grantor with respect to the subject matter hereof, and this Agreement supersedes all prior and contemporaneous agreements and understandings between them, written or oral.
- 9.2. Representations/Warranties. Except as may be expressly provided otherwise herein, all representations and warranties contained in this Agreement shall be true and correct as of the date of execution of this Agreement by the party making such representations and warranties and as of the Closing Date and shall survive termination of this Agreement, the Closing, and the execution and recording of the Conservation Easement and shall not be merged therein. All representations and warranties made by Grantor shall be considered made to Grantee.
- 9.3. Modification. This Agreement may be modified only by mutual agreement in writing.
- 9.4. Legal Review and Legal Fees. Grantor is strongly encouraged to seek competent legal review of this transaction. Grantee and Grantor shall each pay their own legal fees incurred in connection with the transaction under this Agreement.
- 9.5. Benefit of the Parties. This Agreement is solely for the benefit of, and binding upon, Grantee and Grantor and their respective successors and assigns. No provision of this Agreement is intended to be, or shall be, for the benefit of any person, firm, organization, or corporation not a party to this Agreement, and no such other person, firm, organization, or corporation shall have any right or cause of action hereunder. Notwithstanding the foregoing, this Section 9 shall not be interpreted to limit, negate, or modify any provision hereunder providing an agreement to release, indemnify, defend, or hold harmless any person or entity that is not a party to this Agreement.
- 9.6. No Joint Venture. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture, or other arrangement between Grantee and Grantor except as Grantee and Grantor of Conservation Easement.
- 9.7. Time. Time is of the essence in this Agreement.
- 9.8. Computation of Time. Unless otherwise expressly specified in this Agreement, any

period of time specified in this Agreement shall expire at 5:00 p.m. on the last calendar day of the specified period, unless the last day is Saturday, Sunday, or a legal holiday, as prescribed in RCW 1.16.050, in which event the specified period shall expire at 5:00 p.m. on the next business day.

- 9.9. Money. All sums of money specified in this Agreement are stated in denominations of money of the United States.
- 9.10. Captions. The captions of this Agreement are for convenience and ease of reference only, and in no way define, limit, or describe the scope or intent of this Agreement.
- 9.11. Governing Law. This Agreement and the rights of the Parties shall be governed by and construed in accordance with all appropriate local, state and federal laws.
- 9.12. Venue. Venue for any action to enforce this Agreement shall be in Island County.
- 9.13. Survival of Terms. All provisions of this Agreement that involve obligations, duties, or rights that have not been determined or ascertained as of the Closing Date, including, but not limited to, provisions for attorneys' fees and costs, shall survive the Closing Date and the execution and recording of the Conservation Easement and shall not be merged therein.
- 9.14. Severability. Except as further provided in this Section 9.14, if any provision of this Agreement is determined by a court of competent jurisdiction to be void or unenforceable for any reason, the remaining provisions hereof will remain in full force and effect. If a provision hereof is determined to be void or unenforceable by a court of competent jurisdiction and such provision was an essential part of the consideration given to support this Agreement and neither party bore the risk of mistake thereof, then this instrument shall either be reformed by such court to ensure fulfillment of the Parties' purposes herein or be rescinded in its entirety and equity done.
- 9.15. Electronic Mail, Faxes and Counterparts. Electronic or facsimile transmission of any signed original document and retransmission of any signed electronic or facsimile transmission shall be the same as delivery of an original. At the request of either party, the Parties shall confirm electronic or facsimile transmitted signatures by signing an original document. This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute only one agreement.
- 9.16. Broker. Grantee and Grantor each represent and warrant to the other that it has not entered into any agreement for brokerage or finder's fees, charges or commissions in connection with this transaction. Grantor and Grantee each agree to indemnify, defend, and hold the other harmless from and against any costs or liabilities arising in connection with any brokerage or finder's fees, charges, or commissions, which are (or

are claimed to be) payable in connection with the transaction contemplated under this Agreement by reason of the actions (or alleged actions) of the indemnifying party. The foregoing indemnity shall survive the termination of this Agreement, the Closing, and the execution and recording of the Conservation Easement and shall not be merged therein.

9.17. Recitals. Each recital set forth above is hereby incorporated into this Agreement as though fully set forth herein.

10. **EXHIBITS.**

Exhibit A: Legal Description

Exhibit B: Site Map

Exhibit C: Form of Grant Deed of Conservation Easement

Exhibit D: Permitted Exceptions

IN WITNESS WHEREOF, the Parties have executed this Agreement:

**GRANTORS:** FRED JOSEPH LEPLA AND MARIA TERESA RODRIGUEZ, HUSBAND AND WIFE

By:   
Fred Joseph LePla

Date: 8-14-24

By:   
Maria Teresa Rodriguez

Date: 8/14/24

**GRANTEE:** WHIDBEY CAMANO LAND TRUST

By:   
Ryan Elting, Executive Director

Date: August 15, 2024

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## **EXHIBIT A: LEGAL DESCRIPTIONS to Agreement**

### **Legal Description of Protected Property:**

#### **Parcel A:**

Lot 2, Island County Short Plat No. 306/99.R32935-017-3510 as approved October 30, 2000 and recorded October 30, 2000 in Volume 3 of Short Plats, page 336, under Auditor's File No. 20018913, records of Island County, Washington; being a portion of the Southwest Quarter of the Southeast Quarter and the Southeast Quarter of the Southeast Quarter of Section 35, Township 29 North, Range 3 East of the Willamette Meridian.  
Situate in the County of Island, State of Washington.

#### **Parcel B:**

The West One-Half of the North One-Half of the North One-Half of the North One-Half of the Northeast Quarter of Section 2, Township 28 North, Range 3 East of the Willamette Meridian, lying Westerly of Holst County Road.  
Situate in the County of Island, State of Washington.

#### **Parcel C:**

The East Half of that portion of the North Half of the North Half of the North Half of the Northeast Quarter of Section 2, Township 28 North, Range 3 East of the Willamette Meridian, lying Westerly of Holst Road;  
TOGETHER WITH that portion of Lot 1, Island County Short Plat No. 306/99.R32935-017-3510 recorded in Volume 3 of Short Plats, page 336, under Auditor's File No. 20018913, records of Island County, Washington; being a portion of the Southwest Quarter of the Southeast Quarter and the Southeast Quarter of the Southeast Quarter of Section 35, Township 29 North, Range 3 East of the Willamette Meridian, described as follows:  
Beginning at the Southwest corner of said Lot 1;  
thence North 89°03'06" East along the South line of said Lot 1, a distance of 250.86 feet;  
thence North 00°56'54" West, a distance of 64.77 feet;  
thence South 89°03'06" West, a distance of 65.23 feet;  
thence South 77°32'59" West, a distance of 93.42 feet;  
thence North 38°21'12" West, a distance of 143.44 feet to the West line of said Lot 1;  
thence South 01°32'19" West along the West line of said Lot 1, a distance of 160.23 feet to the Southwest corner of said Lot 1 and the point of beginning.  
Situate in the County of Island, State of Washington.

#### **Parcel D:**

The West One-Half of the South One-Half of the North One-Half of the North One-Half of the Northeast Quarter of Section 2, Township 28 North, Range 3 East of the Willamette Meridian, lying Westerly of Holst County Road.  
Situate in the County of Island, State of Washington.

**Parcel E:**

The East One-Half of the South One-Half of the North One-Half of the North One-Half of the Northeast Quarter of Section 2, Township 28 North, Range 3 East of the Willamette Meridian, lying Westerly of Holst County Road.

Situate in the County of Island, State of Washington.

**Legal Description of Building Envelope:**

That portion of the NW1/4 of the NE1/4 of section 2, township 28 north, Range 3 east, w.m., described as follows:

Commencing the south quarter corner of section 35, township 29 north, range 3 east, w.m., on the north line of said section 2;

Thence N89°56'23"E, along the north line of said section 2, for 895.82 feet;

Thence S00°03'37"E for 154.64 feet to the point of beginning;

Thence S78°38'40"E for 242.46 feet;

Thence S14°26'35"W for 64.90 feet;

Thence S00°32'19"E for 77.53 feet;

Thence S49°37'26"W for 125.32 feet;

Thence N44°53'12"W for 207.80 feet;

Thence N09°14'24"E for 123.67 feet to the point of beginning;

Situate in Island County, Washington.

**Legal Description of Farm Zone:**

That portion of lot 2, Island County short plat no. 306/99.r32935-017-3510, recorded under auditor's file number 20018913, being a portion of the sw1/4 of the se1/4 of section 35, township 29 north, range 3 east, w.m., described as follows:

Commencing at the northeast corner of said lot 2;

Thence S02°25'36"W, along the east line of said lot 2, for 109.03 feet to the point of beginning;

Thence continue s02°25'36"W for 60.32 feet;

Thence S33°36'37"W for 86.45 feet;

Thence S74°20'35"W for 153.44 feet;

Thence N86°59'29"W for 131.36 feet;

Thence N51°19'58"W for 53.08 feet;

Thence N53°53'08"W for 84.28 feet;

Thence N18°17'00"E for 79.20 feet;

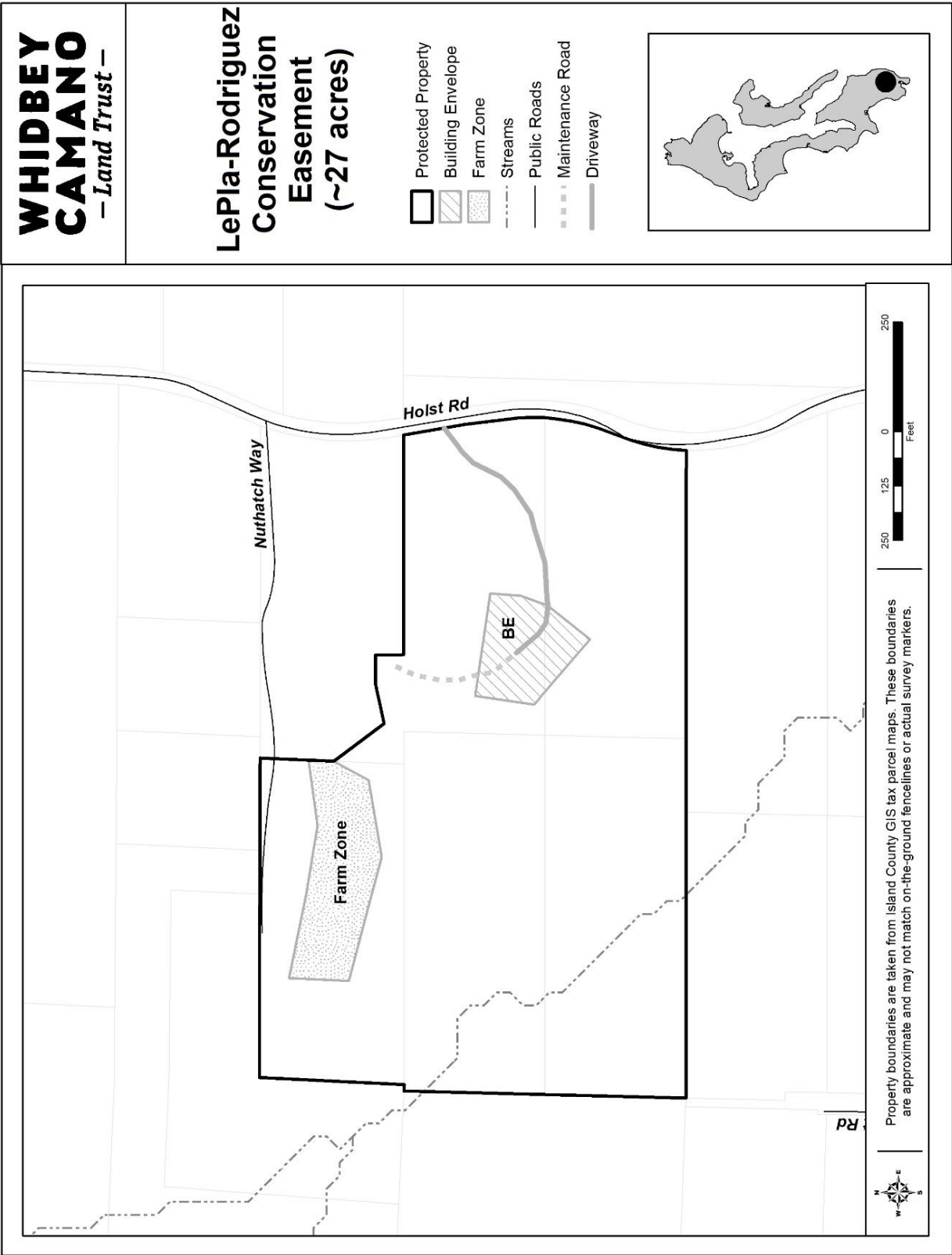
Thence N77°03'00"E for 62.91 feet;

Thence S83°31'01"E for 200.00 feet;

Thence N83°36'56"E for 154.96 feet to the point of beginning;

Situate in Island County, Washington.

EXHIBIT B: SITE MAP to Agreement



## EXHIBIT C: FORM OF GRANT DEED OF CONSERVATION EASEMENT to Agreement (Draft)

WHEN RECORDED RETURN TO:

Whidbey Camano Land Trust  
765 Wonn Road, C201  
Greenbank, WA 98253

### GRANT DEED OF CONSERVATION EASEMENT (Draft)

<b>Document Title:</b> Grant Deed of Conservation Easement
<b>Reference Number(s) of Documents assigned of released:</b> n/a
<b>Grantor:</b> Fred Joseph LePla and Maria Teresa Rodriguez, husband and wife
<b>Grantee:</b> Whidbey Camano Land Trust
<b>Abbreviated legal description:</b> Lot 2, SP # 99-306, Vol. 3, Pg. 336 W1/2 N1/2 N1/2 N1/2 NE 1/4, Sec. 2, T28N, R3E, WM E1/2 N1/2 N1/2 N1/2 NE 1/4, Sec. 2, T28N, R3E, WM and Ptn. Lot 1, SP # 99-306, Vol. 3, Pg. 336 W1/2 S1/2 N1/2 N1/2 NE 1/4, Sec. 2, T28N, R3E, WM E1/2 S1/2 N1/2 N1/2 NE 1/4, Sec. 2, T28N, R3E, WM  <input checked="" type="checkbox"/> Additional legal description is on Pages 33-34 in Exhibit A
<b>Assessor's Tax Parcel Number(s):</b> R32935-017-2930, R32802-510-3100, R32802-510-3900, R32802-475-3100, R32802-475-3900

THIS GRANT DEED OF CONSERVATION EASEMENT ("Easement") is made by FRED JOSEPH LEPLA AND MARIA TERESA RODRIGUEZ, who also appear of record as JOSEPH LEPLA and TERESA RODRIGUEZ, husband and wife ("Grantor"), in favor of the WHIDBEY CAMANO LAND TRUST, a Washington nonprofit corporation ("Grantee") (collectively "Parties"). The effective date of the Easement shall be the date on which the Easement is recorded.

## 1. RECITALS.

- 1.1. Grantor is the sole owner in fee simple of that certain real property, inclusive of all standing and down timber, in Island County, Washington, more particularly described in Exhibit A ("Legal Description") and shown on Exhibit B ("Site Map"), which are attached to this instrument and incorporated herein by this reference ("Protected Property"). The Protected Property is approximately twenty-seven (27) acres.
- 1.2. The Protected Property possesses significant conservation values of great importance to Grantor, the people of Island County, and the people of the State of Washington. Specifically, the Protected Property possesses native forest, stream and riparian areas, wetland, wildlife habitat, ecosystem services like water quality protection and carbon sequestration, open space, scenic views and climate resilience values ("Conservation Values").
- 1.3. In furtherance of Section 170(h) of the Internal Revenue Code of 1986, as amended ("Code"), the conservation purposes of this Easement are as follows:
  - 1.3.1. The protection of relatively natural habitat of wildlife, plants, and native ecosystems.
  - 1.3.2. The preservation of open space pursuant to clearly delineated governmental policies so as to yield a significant public benefit.
- 1.4. The Protected Property lies within the Glendale Creek Priority Area ("Priority Area"), identified in Grantee's *Land Protection Plan*. The Priority Area is comprised of a large wetland complex at the headwaters of Glendale Creek which then flows through a wide ravine that narrows through the bottom of the watershed. Glendale Creek is one of two salmon-spawning streams on Whidbey Island. Within the Priority Area, ownerships with large acreages of undeveloped forest are threatened with conversion to development.
- 1.5. The Protected Property is largely covered in mature forest and includes conifer and deciduous species such as Western red cedar, big leaf maple, Douglas fir, Western hemlock, grand fir, and madrone. The healthy, dense understory consists of sword fern, salal, huckleberry and skunk cabbage. The topography is characterized by steep slopes including several fingers of the Glendale Creek ravine and more than 850 feet of the creek flowing across the southwest corner of the Protected Property. It also contains a wetland and small pond.
- 1.6. The Protected Property provides excellent habitat for numerous native species of birds, mammals, amphibians and reptiles. The diverse forest and snags provide nesting, foraging and resting habitat for Pileated Woodpeckers, a variety of owl and raptor species and migratory birds.

- 1.7. The protection of forest cover on the Protected Property provides public benefits including protection of the stability of the steep ravine along Glendale Creek, protection of fish and wildlife habitat, and ecosystem services such as air and water filtration, drainage absorption, and carbon sequestration.
- 1.8. The Protected Property falls within a critical aquifer recharge area with high susceptibility to groundwater contamination, as designated by Island County.
- 1.9. The Protected Property, as protected through this Grant Deed of Conservation Easement, expands the amount of permanently protected high quality habitat in this portion of Island County. Within approximately a mile of the Protected Property, the Land Trust holds fee ownership of the 23-acre Glendale Wetland Preserve, the adjacent Dalzell Conservation Easement, and the Rowher Conservation Easement, and Island County holds fee ownership of the Glendale Trust Land Transfer property.
- 1.10. The Protected Property is desirable for residential development because of its quiet forest setting, scenic views over the Glendale Creek ravine, its proximity to the municipalities of Langley and Clinton and the state ferry terminal at Clinton. It is zoned Rural by Island County with a five-acre minimum lot size. In the absence of a conservation easement, the Protected Property could have up to three additional homesites and be developed in a manner that would significantly degrade the Conservation Values.
- 1.11. The Conservation Values are further described and documented in an inventory of relevant features of the Protected Property, dated \_\_\_\_\_, 2024, on file at the offices of Grantee and incorporated herein by this reference ("Baseline Documentation Report"). The Baseline Documentation Report consists of reports, maps, photographs, and other documentation that provide, collectively, an accurate representation of the Protected Property at the time of this Easement and which is intended to serve as an objective, although non-exclusive, information baseline for monitoring compliance with the terms of this Easement. The Parties acknowledge that the Baseline Documentation Report is complete and accurate as of the Effective Date of this Easement. The Baseline Documentation Report may be used to establish that a change in the use or condition of the Protected Property has occurred, but its existence shall not preclude the use of other evidence to establish the condition of the Protected Property as of the Effective Date of this Easement. Grantee may use the Baseline Documentation Report in enforcing provisions of this Easement, but Grantee is not limited to the use of the Baseline Documentation Report to show a change in the use or condition of the Protected Property.
- 1.12. **Building Envelope.** The "Building Envelope", as described in Exhibit A and shown on Exhibit B, encompasses approximately one and three one-hundredths (1.03) acres. As of the Effective Date of this Easement and as more fully described in the Baseline

Documentation Report, structures and improvements include a single-family residence, well house, and a small, man-made pond storage sheds.

- 1.13. **Farm Zone.** The “Farm Zone”, as described in Exhibit A and shown on Exhibit B, comprises a total of approximately one and thirty-seven one-hundredths (1.37) acres and contains a small non-ploughed, non-industrially fertilized farm and orchard area. As of the Effective Date of this Easement and as more fully described in the Baseline Documentation Report, structures and improvements include a greenhouse and fenced produce gardens along the eastern side of the Farm Zone and a freestanding deck and shed toward the western end of the Farm Zone. The Purpose of the Farm Zone is to allow sustainable, agriculture/gardening, landscaping, outdoor enjoyment and other similar uses and activities.
- 1.14. Two (2) percent of the mineral rights on the property were reserved by Robert G. Taylor and Frances Taylor, as recorded on March 10, 1977 under Auditor’s File No. 310517 (affects Parcels B and C, as described in Exhibit A). Oil and mineral rights on the property were reserved by Pythagoras J. Paneris and Alexandra Paneris, as recorded on June 24, 1999 under Auditor’s File No. 99014993 (affects Parcels A and C, as described in Exhibit A). Grantee obtained a determination of Mineral Remoteness, which concluded, “the probability of mining or oil and gas wells occurring on the property is so remote as to be negligible.” This determination is found in Exhibit C (“Mineral Remoteness Determination”) which is attached to this instrument and incorporated herein by this reference.
- 1.15. Grantor intends that the Conservation Values be preserved and maintained by the continuation of current land uses on the Protected Property and by restricting new uses to those that will not significantly impair or interfere with those Conservation Values.
- 1.16. The legislatively declared policies of the State of Washington in the Washington State Revised Code of Washington (“RCW”), Chapter 84.34 (“Open Space Act”), provide that “it is in the best interest of the state to maintain, preserve, conserve, and otherwise continue in existence adequate open space lands for the production of food, fiber and forest crops, and to assure the use and enjoyment of natural resources and scenic beauty for the economic and social well-being of the state and its citizens.” Under the Open Space Act, lands eligible for preferential real property tax treatment include lands such as the Protected Property where preservation in its present use would conserve and enhance natural resources and promote conservation of open space, forest land and wildlife habitat. Pursuant to this legislative directive, Island County has adopted an Open Space Tax Program, Ordinance No. 3.40 that recognizes the importance of and provides preferential tax treatment for the following resources that occur on the Protected Property: rural forest land and significant wildlife conservation areas.
- 1.17. Although the Protected Property is comprised of five (5) parcels, legally described in Exhibit A, Grantor intends, and this Easement requires, that the Property remain

together and as one single ownership.

- 1.18. Grantor, owner in fee of the Protected Property, has the right to protect and preserve in perpetuity the Conservation Values and desires to transfer such rights to Grantee. This grant, however, shall not be interpreted to deprive Grantor of the ability to also protect and preserve such Conservation Values.
- 1.19. Grantee is a publicly supported, tax-exempt nonprofit organization, qualified under Sections 501(c)(3) and 170(h) of the Code, and the regulations promulgated thereunder, and also qualified as a nonprofit nature conservancy corporation under RCW Chapter 64.04.130 and 84.34.250, whose mission is to protect, restore and create access to forests, shorelines, farmlands and other habitats in Island County and the Salish Sea, for ecological and community resilience and the benefit of all living things. Grantee has the resources to enforce the restrictions set forth in this Easement.
- 1.20. Grantee agrees, by accepting this grant deed of conservation easement, to honor the intentions of Grantor stated herein and to preserve and protect in perpetuity the Conservation Values for the benefit of this generation and generations to come.

## **2. CONVEYANCE AND CONSIDERATION.**

- 2.1. For the reasons stated above, and in consideration of the mutual covenants, terms, conditions and restrictions contained herein, Grantor hereby voluntarily grants, conveys, and warrants to Grantee a conservation easement in perpetuity in, on, over, and across the Protected Property, consisting of the rights in the Protected Property, hereinafter enumerated, subject only to the restrictions set forth herein and subject to the Permitted Exceptions in Exhibit D, attached hereto and by this reference made a part hereof.
- 2.2. Grantor hereby affirms, by its initials below, that there are no existing leases, rentals or other agreements ("Liens") affecting the Protected Property including, but not limited to, any agreements for residential purposes, *except* as specifically disclosed in the preliminary title report obtained by Grantee or in writing to Grantee prior to the Effective Date of this Easement, and further provided that any such Liens are subordinated to this Easement and do not require any action or inaction inconsistent with the Purpose and terms of this Easement.

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Grantor's Initials

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Grantor's Initials

- 2.3. This Grant Deed of Conservation Easement is a conveyance of an interest in real property under the provisions of RCW Chapter 64.04.130 and 84.34.210, and is made as an absolute, unconditional, unqualified, and completed gift subject only to the mutual covenants and terms, conditions, and restrictions hereinafter set forth, and for no other

consideration whatsoever.

- 2.4. Grantor intends, and Grantee agrees, that this Easement runs in perpetuity with the Protected Property and is binding upon Grantor, and any party with a legal or beneficial interest in Grantor, any party acting on behalf of or through Grantor, and any party succeeding Grantor's interest in the Protected Property.
- 2.5. The Parties intend that this Easement shall not merge into the fee interest of the Protected Property if at any future date there is unity of title. Grantee agrees to take such reasonable actions as may be necessary to prevent any merger of this Easement with the fee interest in the Protected Property, so long as such actions are consistent with the Purpose of this Easement. The foregoing shall not be interpreted to require any particular action of Grantee, including, but not limited to, Grantee's conveyance of the fee interest in the Protected Property or this Easement to a third party, if other actions are sufficient to preclude such merger or if Grantee can otherwise effectively fulfill its obligations under this Easement if merger occurs.

**3. PURPOSE.** The Purpose of this Easement ("Purpose") is to:

- 3.1. Preserve the Conservation Values of the Protected Property by protecting, conserving, and maintaining the diverse and healthy native forest, stream and riparian areas, wetland, wildlife habitat, ecosystem services like water quality protection and carbon sequestration, open space, scenic views and climate resilience values, being a condition in which impervious surfaces, including structures and roads, cover no more than three percent (3%) of the Protected Property;
- 3.2. Allow the enhancement and/or restoration of the Protected Property to a more ecologically intact and healthy native condition through activities including, but not limited to invasive species control and planting of native species;
- 3.3. Preclude subdivision and the use of remaining development rights from the Protected Property on any other property; and
- 3.4. Prevent any use of the Protected Property that will significantly impair or interfere with the Conservation Values.

**4. RIGHTS CONVEYED TO GRANTEE.** To accomplish the Purpose of this Easement, the following rights are conveyed to Grantee by this Easement:

- 4.1. **Protection.** To protect and preserve in perpetuity and to enhance by mutual agreement the Conservation Values and to determine, in the reasonable exercise of its discretion, the consistency of any activity or use for which no express provision is made herein with the Purpose of this Easement.

4.2. **Access.**

4.2.1. To enter upon the Protected Property annually, at a mutually agreeable time and upon prior written notice to Grantor, for the purpose of making a general inspection to assure compliance with this Easement.

4.2.2. To enter upon the Protected Property at such other times as are necessary if there is reason to believe that a violation of this Easement is occurring, has occurred, or is likely to occur, for the purposes of enforcing the provisions of this Easement.

4.2.3. To enter upon the Protected Property to exercise any other rights given to Grantee under this Easement.

4.3. **Markers.** To place and replace, during the inspections authorized above, small markers to identify boundaries, corners, and other reference points on the Protected Property. Grantor shall not remove such markers without notice to and consent of Grantee, as provided in Section 8.

4.4. **Signs.** Grantee shall have the right to erect and maintain one sign or other appropriate markers on the Protected Property that: (a) is visible from a public road or a trail and (b) bears information indicating that the Protected Property is protected by this Easement that is held by Grantee. The sign shall be no larger than six (6) square feet in size and the height and location of the sign shall be determined by mutual consent of the Parties, which consent shall not be unreasonably withheld or delayed. The design and wording of the information on the sign shall be determined by Grantee. Grantee shall be responsible for the costs of erecting and maintaining such sign.

4.5. **Scientific and Educational Use.** For the benefit of the public, to allow persons or groups to enter upon the Protected Property for educational, scientific, and biological purposes to observe and study on the Protected Property; *provided* that any such persons or groups are first approved by Grantor, make prior arrangements with Grantor, agree to provide Grantor with copies of any data or reports resulting from such research, and agree to abide by any restrictions on access set forth by Grantor.

4.6. **Injunction and Restoration.** Grantee shall have the right to prevent, or cause Grantor to prevent, any use of, or activity on, the Protected Property that is inconsistent with the Purpose and terms of this Easement, including, but not limited to, trespasses by members of the public, and shall have the right to undertake or cause to be undertaken the restoration of such areas or features of the Protected Property as may be damaged by uses or activities inconsistent with the provisions of this Easement, all in accordance with Section 9.

4.7. **Enforcement.** To enforce the terms of this Easement, in accordance with Section 9.

4.8. **Assignment.** To assign, convey, or otherwise transfer Grantee's interest in the Protected Property, in accordance with Section 13.

4.9. **Development Rights.** All development rights, *except* as reserved in Section 6, that are now or hereafter allocated to, implied, reserved, or inherent in the Protected Property; and Grantor and Grantee agree that such rights are prohibited and shall not be used on or transferred to any other property not within the Protected Property or used for the purpose of calculating permissible lot yield of the Protected Property or any other property.

5. **COMPLIANCE WITH APPLICABLE LAWS.** Grantor and Grantee shall comply with all statutes, laws, ordinances, rules, regulations, codes, orders, guidelines, or other restrictions, or requirements applicable to the Protected Property that have been enacted or otherwise promulgated by any federal, state, county, municipal, or other governmental or quasi-governmental agency, board, bureau, commission, court, department, panel, or other official body (whether legislative, administrative, or judicial), or by any competent official of any of the foregoing ("Applicable Law"), including, but not limited to, those relating to pollution or the protection of human health or the environment.

## 6. PERMITTED USES AND ACTIVITIES.

6.1. **General.** Grantor reserves for Grantor and Grantor's personal representatives, heirs, successors, and assigns, all customary rights and privileges of ownership of the Protected Property, including, but not limited to, the right to sell, lease, and devise the Protected Property, and any use of, or activity on, the Protected Property that is not inconsistent with the Purpose and terms of this Easement and that is not prohibited herein. Without limiting the generality of the foregoing, Grantor specifically reserves for Grantor and Grantor's personal representatives, heirs, successors, and assigns, the following uses and activities, *provided* that such uses and activities are conducted in a manner that is consistent with the Purpose of this Easement.

6.2. **Impervious Surfaces.** The total area of impervious surfaces allowed within the Protected Property shall not exceed three percent (3%) of the Protected Property ("Impervious Surfaces"). As used herein, "Impervious Surfaces" means hard surface areas that either prevent or retard the entry of water into the soil mantle as under natural conditions before development or that cause water to run off the surface in greater quantities or at an increased rate of flow from the flow present under natural conditions before development. Impervious Surfaces include, but are not limited to, roofs, walkways, patios, driveways, parking lots, storage areas, areas that are paved or made of packed or oiled earthen materials, gravel, or other surfaces that similarly impede the natural infiltration of surface and storm water.

- 6.3. **Residential Use.** Grantor retains the right to permanent residential use of the existing single-family residence and reasonably appurtenant structures and improvements within the Building Envelope, as defined in section 1.12. Grantor may engage in, and allow others to engage in permitted residential uses and activities and enhance, maintain, enlarge, repair and replace one single-family residence (“Residence”) and other structures and/or improvements reasonably appurtenant to the Residence, including but not limited to driveway, fencing, garage, sheds, and accessory dwelling unit(s) in the Building Envelope, *provided* that such activities are carried out in compliance with the Purpose and terms of this Easement, including the Impervious Surface limitation of Section 6.2 and Building Envelope requirements provided for in Section 7. Grantor shall not use any other building than the Residence and any Island County approved accessory dwelling unit(s) for human habitation. Furthermore, Grantor shall not use any buildings outside the Building Envelope for human habitation.
- 6.4. **Maintenance of Structures and Improvements.** Outside of the Building Envelope, Grantor may decommission existing structures, or maintain, repair, or replace them within their current footprint only, and subject to the following conditions:
- 6.4.1. Utility systems, including, without limitation, water, sewer, power, fuel, and communication lines, are permitted on and through the Protected Property, but shall serve the Building Envelope, Farm Zone, and pumphouse exclusively;
  - 6.4.2. Existing roads, driveway, and trails as described in the Baseline Documentation Report; and
  - 6.4.3. A pumphouse as described in the Baseline Documentation Report.
  - 6.4.4. A freestanding deck at the west end of the farm zone as described in the Baseline Documentation Report.
  - 6.4.5. A garden shed in the farm zone as described in the Baseline Documentation Report.
- 6.5. **Home Occupancy.** Grantor may use the Residence and other structures reasonably appurtenant to the Residence for any lawful “home-occupancy” commercial use, *provided* that said use occurs wholly within the Residence and/or appurtenant structures or through collection of plants, grasses and fungi for a dyeing and/or weaving business in the Protected Property and does not result in more than a negligible increase in the frequency, amount, and/or character of traffic to and from the Protected Property. “Home-occupancy commercial use” shall mean an occupation or business conducted in a personal residence of accessory building solely by members of the family residing on the premises, which use is incidental to and subordinate to the use of the residence as a dwelling.

6.6. **Agricultural Uses.** Grantor may engage in, and allow others to engage in, Agricultural Uses (as defined below) within the Farm Zone, as defined in section 1.13, as further provided for and limited in this Section 6 and in Section 7.

6.6.1. As used herein, "Agricultural Uses" shall mean the production of horticultural, viticultural, floricultural, apiary, vegetable, and animal products, the production of fruit, vegetables, grain, hay, straw, seed, and other agricultural activities that are not expressly prohibited or otherwise limited under this Easement. Grantor may maintain the Farm Zone through mowing and other means of field vegetation management.

6.6.2. Within the Farm Zone, Grantor may construct, install, maintain, repair, replace, or decommission minor agricultural improvements, including: (a) fences; (b) hoop houses; and (c) a total of one (1) enclosed improvement, with said improvement no larger than two hundred (200) square feet in size and sixteen (16) feet in height, such as a garden shed or poultry house ("Minor Agricultural Improvements") provided that such Minor Agricultural Improvements are related to the Agricultural Uses defined in Section 6.6.1, are subject to the Impervious Surfaces limitation described in Section 6.2, and are carried out in compliance with the Purpose and terms of this Easement.

6.6.3. All Agricultural Uses shall be carried out in accordance with all applicable laws and in compliance with the Purpose and terms of this Easement. Grantor retains discretion over the specific character and content of the management decisions and practices relating to Agricultural Uses, except as limited by this Easement.

6.7. **Landscape Activities.** Grantor may engage in and allow others to engage in landscape activities, as defined below, within the Farm Zone and Building Envelope, as further provided for and limited in this Section 6 and in Section 7.

6.7.1. As used herein, "Landscape Activities" shall mean the maintenance and management of cleared and/or ornamental planting areas, that exist within the Farm Zone as of the Effective Date of this Easement, and other Landscape Activities that are not expressly prohibited or otherwise limited under this Easement.

6.7.2. All Landscape Activities shall be carried out in accordance with all applicable laws and in compliance with the Purpose and terms of this Easement. Grantor retains discretion over the specific character and content of the management decisions and practices relating to Landscape Activities, *except* as limited by this Easement.

6.7.3. All Landscape Activities shall be subject to the Impervious Surfaces limitation of Section 6.2.

- 6.8. **Structures.** Within the Building Envelope, and as otherwise permitted and limited in this Easement, Grantor may install, build, construct, expand, enlarge, maintain, repair, replace, or decommission buildings, structures, and other improvements associated with Grantor's retained development right, provided that such improvements are: (a) reasonably and exclusively related to permitted residential uses or home occupancy; (b) consistent with the Impervious Surfaces limitation described in Section 6.2; and (c) are otherwise consistent with the Purpose and terms of this Easement.
- 6.9. **Fences and Gates.** Grantor may construct and maintain fences within the Building Envelope and Farm Zone, *provided* that the design and location shall not interfere with the Conservation Values or present obstacles to wildlife passage, *except* for fencing around the garden and orchard areas as necessary to protect crops and domestic animals, such as chickens or ducks, from wildlife. Outside the Building Envelope and Farm Zone the use of fencing may only be approved in a Stewardship Plan as described in Section 6.12 . Notwithstanding the foregoing, Grantor may use cages, constructed of fencing material, for the temporary protection of plantings, as described in Section 7.13.
- 6.10. **Pond Maintenance.** The existing manmade ("Pond") contributes to, and adds diversity to, the overall Conservation Values of the Protected Property. The Pond may be maintained and repaired subject to all applicable permitting, but not enlarged or relocated.
- 6.11. **Markers.** To place and replace small markers to identify boundaries, corners, and other reference points on the Protected Property.
- 6.12. **Stewardship Activities and Stewardship Plan.** Grantor may engage in, and allow others to engage in any activity to monitor, protect, maintain, and improve the Conservation Values of the Protected Property, including, but not limited to, native plant, forest, and wildlife habitat restoration, enhancement, and management ("Stewardship Activities"), with prior notice to and approval by Grantee or pursuant to a stewardship plan prepared by Grantor and approved by Grantee ("Stewardship Plan"). All Stewardship Activities shall be carried out in compliance with the Purpose and terms of this Easement and, if existing, the approved Stewardship Plan.
- 6.13. **Forest Management and Enhancement.** To accomplish the Purposes of this Easement, Grantor may manage the forest on the Protected Property to achieve diverse and healthy forest conditions, promote species diversity, and continue growth into a mature condition with old-growth forest characteristics ("Forest Management Activities"). All Forest Management Activities must be in accordance with an approved Stewardship Plan, as described in Section 6.12. Forest Management Activities are further subject to

the following limitations:

- 6.13.1. No commercial harvesting of timber is permitted on the Protected Property;
  - 6.13.2. No clearcut harvest methods may be used on the Protected Property, *except* as designed specifically for the purpose of enhancing native plant and wildlife habitat and as expressly provided for in an approved Stewardship Plan;
  - 6.13.3. Firewood for personal use on the Protected Property may only be collected from dead, naturally-caused down trees, and trees removed to meet the forest management and enhancement goals outlined in this Section 6.13 and in accordance with an approved Stewardship Plan;
  - 6.13.4. Grantor may remove hazardous trees or limbs that are within 100 feet of any structure or other improvement (but not including fences) permitted under this Section 6 with prior notice to and approval of Grantee. Grantor may use hazard trees for firewood for personal use. In the event of a disagreement over what constitutes a hazard tree, the Parties agree to consult a certified arborist and abide by his/her decision.
- 6.14. **Harvesting Native Plants.** Grantor may gather, pick, take, or harvest native plants and fungi (or portions thereof) for small-scale commercial or noncommercial use, *provided* that such activities are conducted in a manner and intensity that do not adversely impact the Conservation Values (the foregoing shall not be interpreted to allow harvesting of trees, *except* as permitted in Sections 6.13, or pursuant to an approved Stewardship Plan).
- 6.15. **Removal of Noxious and/or Invasive Species.** Grantor shall endeavor, but is not obligated under this Easement, to remove noxious or invasive plant species on the Protected Property, *provided* that:
- 6.15.1. Such activities shall not cause a significant adverse impact to the Conservation Values;
  - 6.15.2. All debris from such activities shall be disposed of in accordance with state and local laws in a manner that prevents spread of the noxious or invasive species;
  - 6.15.3. Periodic control of noxious or invasive plant species by use of domestic animals, such as goats, shall be allowed, *provided* that such use is for short durations and with prior approval of Grantee; and
  - 6.15.4. Grantor agrees that if efforts to remove noxious or invasive species should result in any significant adverse impact to the Conservation Values, Grantor shall at

Grantor's expense restore the Protected Property as closely as possible to its prior condition immediately after the completion of such removal and pursuant to a restoration plan approved by Grantee.

- 6.16. **Alternative Energy Production.** Grantor may install, build, or construct improvements for the small-scale production of power from alternative sources of energy (*i.e.*, micro-hydro, micro-wind and/or micro-solar power), *provided* that such improvements are located within the Building Envelope and Farm Zone, and *further provided* that such improvements are exclusively for generating power for permitted uses on the Protected Property, *except* as further provided in this Section 6.16. Grantor may sell or transfer excess power to a public utility *provided* that such excess power is generated solely and incidentally to the generation of power for permitted uses on the Protected Property. Such improvements shall be subject to the Impervious Surfaces limitation of Section 6.2.
- 6.17. **Composting and Storage of Wastes.** Grantor may compost and use organic waste resulting from permitted uses and activities in the Building Envelope and Farm Zone and to store other wastes generated by permitted uses and activities in these areas, *provided* that such other wastes are stored temporarily in appropriate containment for use within the Building Envelope or Farm Zone, or removal at reasonable intervals and in compliance with applicable federal, state, and local laws.
- 6.18. **Recreational and Educational Uses.** Grantor may conduct non-commercial, low-impact recreational and educational uses and activities, such as hiking and bird-watching, on the Protected Property, *provided* that such uses and activities are conducted in a manner and intensity that do not adversely impact the Conservation Values.
- 6.19. **Trails.** Grantor may maintain existing trails for Grantor's personal use and enjoyment of the Protected Property and for recreational and educational uses as described in Section 6.18.
- 6.20. **Signs.** Grantor may place signs on the Protected Property to advertise for sale or rent or to state the conditions of access to the Protected Property, *provided* that such signs are located to minimize adverse impacts on the Conservation Values. Signs in excess of six (6) square feet in area need prior written approval by Grantee.
- 6.21. **Off-Road Vehicles.** Grantor may only use all-terrain vehicles (ATVs) or other types of off-road or personal-assistance motorized vehicles for management of the Protected Property and/or in furtherance of activities, including the collection of firewood and touring the Protected Property permitted under this Section 6, *provided* that such use is conducted in a manner and of an intensity that does not adversely impact the Conservation Values.

- 6.22. **Changes in Technology.** Grantor and Grantee acknowledge that, as new technologies evolve, activities undertaken by Grantor in connection with and arising out of the permitted uses and activities reserved by Grantor under this Section 6 may emerge, the conduct of which would be suitable at or on the Protected Property. It is not Grantor's intention to prohibit such activities through conveyance of the Easement; rather, Grantor reserves the right to carry out such activities that are, in the judgment of Grantee, consistent with the Purpose and terms of the Easement and do not diminish or impair its Conservation Values. Grantor's employment of any such new or emerging technologies, not explicitly permitted in Section 6.4, shall require notice to Grantee, as provided in Section 8, and Grantee's approval.
- 6.23. **Emergencies.** Grantor may undertake other activities necessary to protect human health or safety, or that are actively required by and subject to compulsion of any governmental agency with authority to require such activity ("Emergency Action"), however, that Grantor shall first reasonably attempt to notify Grantee prior to taking such action. Any Emergency Action shall be conducted so that adverse impacts on the Conservation Values are minimized to the greatest extent practicable.

## **7. PROHIBITED USES AND ACTIVITIES.**

- 7.1. **General.** Any use of, or activity on, the Protected Property inconsistent with the Purpose and terms of this Easement is prohibited, and Grantor acknowledges and agrees that it will not conduct, engage in, or permit any such use or activity. Without limiting the generality of the foregoing, the following uses of, or activities on, the Protected Property, although not an exhaustive list of inconsistent uses or activities, are inconsistent with the Purpose of this Easement and shall be prohibited, *except* as expressly provided in Section 6. The prohibitions of this Section 7 do not apply to Grantee-related activities under Section 4.
- 7.2. **No Subdivision.** This Easement prohibits the legal or "de facto" division or subdivision of the Protected Property, which shall include, but not be limited to, any subdivision, short subdivision, platting, binding site plan, testamentary division, boundary line adjustment, or other process by which the Protected Property is divided into lots or in which title to different portions of the Protected Property are held by different owners. Pursuant to Internal Revenue Service Notice 2023-30, Grantor and Grantee agree that boundary line adjustments to the real property subject to the restrictions may be made only pursuant to a judicial proceeding to resolve a bona fide dispute regarding a boundary line's location. Grantor shall also not indirectly subdivide all or any part of the Protected Property through the allocation of property rights among partners, shareholders, or members of an entity, the creation of a horizontal property regime, leasing, partitioning among tenants in common, or any other means. Notwithstanding the foregoing, this term shall not be interpreted to prohibit leases for residential (e.g., a lease with a short duration and without an automatic renewal) or agricultural purposes.

- 7.3. **Removal of Trees and Other Vegetation.** This Easement prohibits the pruning, topping, cutting down, uprooting, girdling, or other destruction or removal of live and dead trees and other vegetation located on the Protected Property, *except* as expressly provided in Section 6, *except* in furtherance of a use or activity expressly provided for in Section 6, and *except* as may be expressly provided for in an approved Stewardship Plan pursuant to Section 6.12.
- 7.4. **Exterior Lighting.** New exterior lighting is prohibited that does not meet the definition of “Night-Sky Friendly” defined as having fully-shielded light fixtures that emit no light upward. Exterior lighting that is not night-sky friendly that exists as of the Effective Date of this Easement, as identified in the Baseline Documentation Report, shall be converted within two years of the Effective Date of this Easement.
- 7.5. **Mobile Homes and Trailers.** Mobile homes, travel trailers, permanent tents, tent trailers, recreational vehicles, or abandoned vehicles shall not be used, parked, or otherwise placed on the Protected Property, *except* personal recreational vehicles, such as travel trailers, campers, or self-propelled recreational vehicles, may be stored (but not used) on the Protected Property if stored within the Building Envelope and not within the view from public roadways.
- 7.6. **Alteration of Land.** This Easement prohibits the alteration of the surface of the land, including, without limitation, the excavation, fill or removal of soil, sand, gravel, rock, stone, aggregate, peat, or sod, *except* as expressly provided in Section 6, *except* in furtherance of a use or activity expressly provided in Section 6, *except* as deemed necessary by Grantee to preserve or protect the Conservation Values. The exceptions listed in this Section 7.6 shall not be interpreted to permit any extraction or removal of surface materials inconsistent with Section 170(h)(5) of the Code and the applicable Treasury Regulations.
- 7.7. **Erosion or Water Pollution.** This Easement prohibits any use or activity that causes or is likely to cause significant soil degradation or erosion or significant pollution of any surface or subsurface waters.
- 7.8. **Alteration of Water Courses.** This Easement prohibits the draining, filling, dredging, ditching, or diking of wetland areas, the alteration or manipulation of ponds and water courses, or the creation of new wetlands, water impoundments, or water courses, *except* as may be provided for in Sections 6.4, 6.10 and in an approved Stewardship Plan pursuant to Section 6.12.
- 7.9. **Release, Disposal or Storage.** *Except* as expressly provided in Section 6, this Easement prohibits the disposal, storage, or Release (as Release is defined in Section 10.3.3) of Hazardous Substances (as defined in Section 10.3.3); the disposal or storage of rubbish, garbage, debris (including construction, agricultural and other types of materials);

unregistered or abandoned vehicles and equipment or parts thereof; mobile homes, travel trailers, tents, tent trailers, recreational vehicles or parts thereof, or other unsightly or offensive waste, equipment or material on the Protected Property.

7.10. **Signs.** This Easement prohibits the construction or placement of commercial signs, billboards, or other advertising material on the Protected Property, *except* as expressly provided for in Sections 4 and 6.

7.11. **Mining.** This Easement prohibits: (a) exploring for or (b) developing, extracting, removing, drilling for, storing, saving, transporting, treating, processing, marketing, or otherwise utilizing, by any means ("Mine" and "Mining"), oil, gas, coal, lignite, hydrocarbons, limestone, geothermal resources, fossils, metals, ores, sand, gravel, rock, stone, aggregate, peat, clays, marl, earth, soil, and other minerals ("Mineral Resources") on or below the surface of the Protected Property. The terms "Mine" and "Mining" shall include the treatment, processing, storage, transport, and other handling of effluent, tailings, and other waste or byproducts created or produced during the Mining of Mineral Resources.

7.12. **Wildlife Disruption.** This Easement prohibits the intentional disruption of wildlife breeding, foraging, refuge, resting and nesting activities, *except* if such disturbance occurs unavoidably in the course of a use or activity expressly provided in Section 6.

**Fences and Gates.** This Easement prohibits fencing outside of the Building Envelope and Farm Zone, except as expressly provided for in an approved Stewardship Plan, and *except* that cages constructed of fencing material, may be used for the temporary protection of plantings. Such temporary fencing shall be removed when the protected plants are no longer threatened by wildlife browsing.

7.13. **Shooting, Hunting and Trapping.** This Easement prohibits shooting, hunting, or trapping, *except* to the extent determined necessary by Grantee to preserve, enhance or protect the Conservation Values of the Protected Property. Feral domestic mammals, deer, rabbits, non-native birds and individuals from the family Muridae of the order Rodentia (old world rats and mice) may be killed without approval of Grantee if done in accordance with applicable laws and in a manner so as not to adversely impact other native plants and animals.

7.14. **Noxious and Invasive Species.** This Easement prohibits the intentional introduction of known noxious or invasive plant species on the Protected Property.

7.15. **Commercial Harvesting of Native Plants.** This Easement prohibits the gathering, picking, taking, or harvesting (collectively "gather" or "gathering") of native plants and fungi for commercial uses, including whole plants or fungi or the commercial gathering of boughs or seeds, berries, fruits, nuts, or other edible portions of plants or fungi, except for the purposes of a dyeing and/or weaving business as expressly permitted in Section 6.5.

- 7.16. **Herbicides or Pesticides.** This Easement prohibits the use of any herbicides or pesticides on the Protected Property, *except* as deemed necessary by Grantee to preserve, protect or enhance the Conservation Values, and *except* as may be expressly provided for in an approved Stewardship Plan pursuant to Section 6.12.
- 7.17. **Off-Road Vehicles and Heavy Equipment.** This Easement prohibits the operation of motorcycles, all-terrain vehicles (ATVs), snow mobiles, or any other type of off-road motorized vehicles, heavy equipment, such as bulldozers, backhoes, power shovels, similar vehicles, or tracked vehicles of any type, *except* as expressly allowed in Section 6.21, or *except* in furtherance of an activity expressly provided for elsewhere in Section 6. This provision shall not be interpreted to preclude the use of motor vehicles necessary to conduct permitted Stewardship Activities, as described in Sections 6.12 and 6.13.
- 7.18. **Commercial Recreational Use.** This Easement prohibits all commercial recreational uses and activities. This provision shall be interpreted to comply with Code Section 2031(c)(8)(B)'s requirement to prohibit "more than a *de minimis* use for a commercial recreational activity."
- 7.19. **Transfer of Development Rights.** This Easement prohibits: (a) the transfer of any development right, that is now or hereafter allocated to, implied, reserved, or inherent in the Protected Property ("Development Rights") to any other property; and (b) the use of the Protected Property or the Development Rights for the purpose of calculating the permissible lot yield of any property that is not within the Protected Property or that includes property that is not within the Protected Property.
- 7.20. **Transfer of Water Rights.** This Easement prohibits the transfer of any water or water rights that are now or hereafter allocated to, implied, reserved, permitted, or inherent in the Protected Property to any other property not within the Protected Property. The foregoing shall not be interpreted to preclude Grantor from terminating any contract by which Grantor has or may obtain water for the Protected Property from another property.
- 7.21. **Commercial and Industrial Activities.** *Except* as expressly provided in Section 6, this Easement prohibits any commercial, manufacturing, or industrial trade, business, use, or activity, including, but not limited to, agricultural-related activities; forestry-related activities; warehouses or other facilities for shipping or storage; automobile or other vehicle sales or storage; airports; concrete batch plants; metal shops; processing or refining of sand, gravel, metals, chemicals, or any other materials; mills; slaughter houses or other facilities for processing livestock or other animals; fur farms; kennels or other facilities for boarding animals; fish farms or other aquaculture facilities; hunting or fishing leases; race tracks, golf courses, sports fields or arenas, or any other facility for entertainment or recreational use or activity; and the retail sale of any item that is not produced or created on the Protected Property.

7.22. **“Commercial” Defined.** The term “commercial” for the purposes of this Easement shall mean any use or activity engaged in with the intent to obtain money and/or any other item of economic value in exchange for any product or service produced by such use or activity, or that results in the receipt of money and/or any other item of economic value from the exchange of any product or service produced by such use or activity, notwithstanding the absence of any profit from such use or activity.

## **8. NOTICE AND APPROVAL.**

- 8.1. **Grantor Notice.** Grantor shall notify Grantee prior to undertaking certain permitted activities as expressly provided above. The purpose of requiring Grantor to notify Grantee prior to undertaking such uses and activities is to afford Grantee an adequate opportunity to ensure that the use or activity in question is designed and carried out in a manner consistent with the Purpose and terms of this Easement. Whenever notice is required, Grantor shall notify Grantee in writing not less than forty-five (45) days prior to the date Grantor intends to undertake the use or activity in question. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit Grantee to make an informed judgment as to its consistency with the Purpose and terms of this Easement; such notice shall not be considered to have been given unless it contains the foregoing information.
- 8.2. **Grantee Approval.** Where Grantee’s approval is expressly required above, Grantee shall grant or withhold its approval, which approval must be in writing, within forty-five (45) days of receipt of Grantor’s written request for approval. Grantee’s approval may be withheld only upon a reasonable determination by Grantee that the action as proposed would be inconsistent with the Purpose and terms of this Easement. Grantee’s approval may include reasonable conditions that must be satisfied in undertaking the proposed use or activity.
- 8.3. **Grantee’s Failure to Approve Within the Required Time.** When Grantee’s approval is required, and when Grantee does not grant or withhold its approval in the time period and manner set forth herein, Grantor may conclusively assume Grantee’s approval of the permitted use or activity in question, as described in Grantor’s notice thereof.
- 8.4. **Requirements for Notices.** Except as may be otherwise expressly provided for herein, any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other shall be: (a) in writing that is sent and delivered either: (i) in person, (ii) by certified United States mail (postage prepaid and with return receipt requested), (iii) by Federal Express or other reputable “overnight” service (provided that the sender requests next-business-day delivery) or (iv) by electronic transmission, provided that the sender obtains a receipt providing proof of delivery; and (b) addressed as follows:

To Grantor: Joseph LePla and Teresa Rodriguez  
P.O. Box 1134  
Clinton, WA 98236

To Grantee: Whidbey Camano Land Trust  
Stewardship Director  
765 Wonn Road, C201  
Greenbank, WA 98253

or to such other address as either party from time to time shall designate by written notices to the other.

8.4.1. Except as may be otherwise expressly provided for herein, (a) if such notice is delivered in person, it shall be deemed given immediately upon delivery or refusal of delivery or receipt; (b) if such notice is sent by certified mail, it shall be deemed given on the earlier of (i) the date of first attempted delivery; or (ii) the third day after being deposited in the mail; and (c) if such notice is sent by Federal Express or other reputable "overnight" service, it shall be deemed given on the next business day after being deposited with the delivery service; and (d) if such notice is sent by electronic transmission it shall be deemed given if sender obtains a receipt providing proof of delivery.

8.4.2. Where notice to Grantor of entry upon the Protected Property by Grantee is required under this Easement, Grantee may notify any of the persons constituting Grantor or any appropriate agent of Grantor by telephone, electronic or other mail, or in person prior to such entry.

## **9. GRANTEE'S REMEDIES.**

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

9.2. **Grantor's Failure to Respond.** Grantee may bring an action as provided in Section 9.3 if Grantor:

9.2.1. Fails to cure the violation within thirty (30) days after receipt of notice thereof from Grantee;

9.2.2. Under circumstances where the violation cannot reasonably be cured within the thirty (30) day period, fails to begin curing such violation within the thirty (30)

day period; or

9.2.3. Fails to continue diligently to cure such violation until finally cured.

- 9.3. **Grantee's Action and Damages.** Grantee may bring action at law or in equity, or both, in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation, *ex parte* as necessary and as allowed under the applicable civil rules, by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Easement or injury to any of the Conservation Values protected by this Easement, including damages for the loss of the Conservation Values; and to require the restoration of the Protected Property to the condition that existed prior to any such injury. Without limiting Grantor's liability therefore, Grantee, in its sole and absolute discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Protected Property. All such actions for injunctive relief may be taken without Grantee being required to post bond or provide other security.
- 9.4. **Immediate Action Required.** If Grantee, in its sole and absolute discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values, Grantee may pursue its remedies under this Section 9 without prior notice to Grantor or without waiting for the period provided for cure to expire.
- 9.5. **Nature of Remedy.** Grantee's rights under this Section 9 apply equally in the event of either actual or threatened violations of the terms of this Easement. Grantor agrees that Grantee's remedies at law for any violation of the terms of this Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in this Section 9 both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this Section 9 shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity. The provisions of Section 9.6 shall not be interpreted to preclude Grantee from obtaining injunctive relief.
- 9.6. **Liquidated Damages.** Inasmuch as the actual damages to the Conservation Values of the Protected Property that could result from a breach of this Easement by Grantor would be impractical or extremely difficult to measure, the Parties agree that the money damages Grantee is entitled to recover shall be the following:
- 9.6.1. Any improvement prohibited by this Easement shall be removed and the Protected Property restored to its previous condition within a reasonable amount of time specified by Grantee. If not removed in a reasonable amount of time specified by Grantee, then damages shall be an amount equal to the greater of (a) the actual cost of such improvement, or (b) the increase in the fair

market value of the Protected Property or of any other real property owned by Grantor attributable to such improvement;

- 9.6.2. With respect to any use or activity prohibited by this Easement, whether or not involving the construction or maintenance of an improvement, an amount equal to any economic gain realized by Grantor and/or any other party, commencing from the date of breach; *provided*, however, that if timber is harvested or logs are removed in violation of the terms of this Easement, the amount determined under this Section 9.6.2 shall be equal to three times the greater of (a) the actual sales price realized upon disposition of such harvested timber or logs, or (b) the current market price of such harvested timber or logs as of the date of breach; and
- 9.6.3. Any other damages allowable under Washington law, including, but not limited to, restoration of lost or damaged Conservation Values.
- 9.6.4. The monetary damages shall be used first, to pay for Grantee's costs of enforcement, with the remainder to be used to restore the Protected Property to its previous condition.
- 9.7. **Costs of Enforcement.** In the event Grantor or Grantee finds it necessary to bring an action at law or other proceeding against the other party to enforce or interpret any of the terms, covenants, or conditions of this Easement, the prevailing party in any such action or proceeding shall be paid all costs and reasonable attorneys' and consultants' fees (whether incurred at the trial, appellate, or administrative level) by the other party and all such costs and attorneys' and consultants' fees shall be included in any judgment secured by such prevailing party.
- 9.8. **Grantee's Discretion.** Enforcement of the terms of this Easement shall be at the discretion of Grantee, and any forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantors shall impair such right or remedy or be construed as a waiver.
- 9.9. **Assistance of Legal Counsel/Waiver.** Grantor acknowledges that Grantor has carefully reviewed this Easement and had the opportunity to consult with and be advised by legal counsel of its terms and requirements. In full knowledge of the provisions of this Easement and in view of the facts that Grantee will not be continually present on the Protected Property, that the resources available to Grantee to monitor compliance with the terms of this Easement are limited, and that activities inconsistent with the Purpose and provisions of this Easement could take place without Grantee's immediate

knowledge, Grantor hereby waives any claim or defense Grantor may have against Grantee under or pertaining to this Easement based upon adverse possession, prescription, laches, estoppel, or changed circumstances relating to the Protected Property or this Easement.

9.10. **Acts Beyond Grantor's Control.** Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor to abate, correct, or restore any condition on the Protected Property or to recover damages for any injury to or change in the Protected Property resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement, from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Protected Property resulting from such causes, or from acts of trespassers that Grantor could not reasonably have anticipated or prevented. In the event the terms of this Easement are violated by acts of trespassers that Grantor could not reasonably have anticipated or prevented, Grantor agrees, at Grantee's option and expense, to join in any suit, to assign Grantor's right of action to Grantee, or to appoint Grantee its attorney-in-fact, for the purpose of pursuing enforcement action against the responsible Parties. It shall be Grantor's burden to demonstrate that a violation was caused by a trespasser and that Grantor could not reasonably have anticipated or prevented such violation.

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

## **10. COSTS, LIABILITIES, ENVIRONMENTAL COMPLIANCE.**

10.1. **Liabilities and Insurance.** Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Protected Property, including the maintenance of adequate comprehensive general liability insurance coverage. Such insurance shall include Grantee's interest and name Grantee as an additional insured and provide for at least thirty (30) days' notice to Grantee before cancellation and that the act or omission of one insured will not invalidate the policy as to the other insured party. Grantor remains solely responsible for obtaining any applicable governmental permits and approvals for any construction or other activity or use permitted by this Easement, and all such construction or other activity or use shall be undertaken in accordance with all applicable federal, state, and

local laws, regulations, and requirements. Grantor shall keep the Protected Property free of any liens arising out of any work performed for, material furnished to, or obligations incurred by Grantor.

10.2. **Taxes.** Grantor shall pay before delinquency all taxes, assessments, fees, charges of whatever description levied on or assessed against the Protected Property by competent authority (collectively “taxes”), including any taxes imposed upon, or incurred as a result of, this Easement, and shall furnish Grantee with satisfactory evidence of payment upon request. Grantee is authorized, but in no event obligated, to make or advance any payment of taxes, upon three (3) days prior written notice to Grantor, in accordance with any bill, statement, or estimate procured from the appropriate authority, without inquiry into the validity of the taxes or the accuracy of the bill, statement, or estimate, and the obligation created by such payment shall bear interest until paid by Grantor at the maximum rate allowed by law.

10.3. **Environmental Representations and Warranties.** Grantor represents and warrants that as of the Effective Date of this Easement, and after reasonable investigation and to the best of Grantor’s knowledge:

10.3.1. There are no apparent or latent defects in or on the Protected Property;

10.3.2. Grantor and the Protected Property are in compliance with all federal, state, and local laws, regulations, and requirements applicable to the Protected Property and its use, including without limitation all federal, state, and local environmental laws, regulations, and requirements;

10.3.3. There has been no release, generation, treatment, disposal, storage, dumping, burying, or abandonment (“Release”) on the Protected Property of any substances, materials, or wastes that are hazardous, toxic, dangerous, harmful or are designated as, or contain components that are designated as, hazardous, toxic, dangerous, or harmful and/or which are subject to regulation as hazardous, toxic, dangerous, or harmful or as a pollutant by any federal, state, or local law, regulation, statute, or ordinance, including, but not limited to, petroleum or any petroleum product (“Hazardous Substances”);

10.3.4. No underground fuel storage tanks are located on the Protected Property, whether presently in service or closed, abandoned, or decommissioned, and no underground fuel storage tanks have been removed from the Protected Property in a manner not in compliance with applicable federal, state, and local laws, regulations, and requirements;

10.3.5. Neither Grantor nor Grantor’s predecessors in interest have Released any Hazardous Substances off-site, nor have they Released any substance at a site designated or proposed to be designated as a federal or state Superfund site;

- 10.3.6. There is no pending or threatened litigation affecting, involving, or relating to the Protected Property or any portion thereof; and
- 10.3.7. No civil or criminal proceedings or investigations have been instigated at any time or are now pending, and no notices, claims, demands, or orders have been received, arising out of any violation or alleged violation of, or failure to comply with, any federal, state, or local law, regulation, or requirement applicable to the Protected Property or its use, nor do there exist any facts or circumstances that Grantor might reasonably expect to form the basis for any such proceedings, investigations, notices, claims, demands, or orders.
- 10.4. **Remediation.** If, at any time, there occurs, or has occurred, a Release in, on, or about the Protected Property of a Hazardous Substance, Grantor agrees to take all steps necessary to assure its containment and remediation, including any cleanup that may be required, unless the Release was caused solely by Grantee, in which case Grantee shall be responsible remediation.
- 10.5. **Control.** Nothing in this Easement shall be construed as giving rise, in the absence of a judicial decree, to any right or ability in Grantee to exercise physical or managerial control over the day-to-day operations of the Protected Property, or any of Grantor's activities on the Protected Property, or otherwise to become an operator with respect to the Protected Property within the meaning of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA") or the Model Toxics Control Act, as amended ("MTCA").
- 10.6. **Grantor's Indemnification.** Grantor shall hold harmless, indemnify, and defend Grantee and its members, directors, officers, employees, agents, and contractors (collectively "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorneys' and consultants' fees, arising from or in any way connected with injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Protected Property that is not a consequence of any action or omission of any of the Indemnified Parties on or about the Protected Property.
- 10.7. **Grantee's Indemnification.** Grantee shall hold harmless, indemnify, and defend Grantor and Grantor's heirs, personal representatives, successors, and assigns (collectively "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorneys' and consultants' fees, arising from or in any way connected with injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Protected Property that is a consequence of Grantee's actions

or omissions or the actions or omissions of Grantee's members, directors, officers, employees, agents, or contractors on or about the Protected Property.

## **11. EXTINGUISHMENT, CONDEMNATION, SUBSEQUENT TRANSFER.**

**11.1. Extinguishment.** Pursuant to Internal Revenue Service Notice 2023-30, Grantor and Grantee agree that, if a subsequent unexpected change in the conditions surrounding the property that is the subject of a donation of the perpetual conservation restriction renders impossible or impractical the continued use of the property for conservation purposes, the conservation purpose can nonetheless be treated as protected in perpetuity if (1) the restrictions are extinguished by judicial proceeding and (2) all of Grantee's portion of the proceeds (as determined below) from a subsequent sale or exchange of the property are used by the Grantee in a manner consistent with the conservation purposes of the original contribution. The amount of the proceeds to which Grantee shall be entitled from any sale, exchange, or involuntary conversion of all or any portion of the Protected Property subsequent to such termination or extinguishment, shall be determined, unless otherwise provided by Washington law at the time, in accordance with Section 11.2. If this Easement is so terminated or extinguished, the court in such judicial proceeding may provide for such compensation to be paid to Grantee either at the time of the court proceedings or at the time of a subsequent sale, exchange, or involuntary conversion of the Protected Property. In either case, this Easement shall remain in full force and effect and shall not be terminated or extinguished until: (a) the full compensation has been received by Grantee, (b) the court has entered a judgment against Grantor in favor of Grantee in the amount of said compensation, which judgment has a lien priority that is as of the Effective Date of this Easement, or (c) Grantee has received a fully executed promissory note in the amount of said compensation, bearing interest at two (2) points above prime, payable at the time of the next sale, exchange, or involuntary conversion of the Protected Property, which promissory note is secured by a mortgage or deed of trust on the Protected Property, for Grantee's benefit, and with a lien priority that is as of the Effective Date of this Easement.

**11.2. Determination of Proceeds.** Grantor and Grantee agree that the donation of the perpetual conservation restriction gives rise to a property right, immediately vested in Grantee, with a fair market value that is at least equal to the proportionate value that the perpetual conservation restriction, at the time of the gift, bears to the fair market value of the property as a whole at that time. The proportionate value of Grantee's property rights remains constant such that if a subsequent sale, exchange, or involuntary conversion of the subject property occurs, Grantee is entitled to a portion of the proceeds at least equal to that proportionate value of the perpetual conservation restriction, unless state law provides that the Grantor is entitled to the full proceeds from the conversion without regard to the terms of the prior perpetual conservation restriction.

11.3. **Condemnation.** If this Easement is taken, in whole or in part, by the exercise of the power of eminent domain, Grantee shall be entitled to compensation in accordance with applicable law. If all or part of the Protected Property is taken by the exercise of the power of eminent domain by public, corporate, or other authority so as to abrogate the restrictions imposed by this Easement, Grantor and Grantee shall cooperate in appropriate action(s) at the time of such taking to recover the full value of the taking and all incidental or direct damages resulting from the taking, it being expressly agreed that this Easement constitutes a compensable property right. The reasonable expenses of each party incurred in connection with such action(s) shall first be deducted from the total proceeds, and the remaining proceeds shall be divided consistent with the provisions of this Easement, based on the respective values of the interests of Grantor and Grantee, calculated in accordance with the valuation provisions set out above in this Easement.

11.4. **Subsequent Transfers.** Grantor agrees: (1) to incorporate by express reference the terms of this Easement in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Protected Property, including without limitation, a leasehold interest, and (2) to describe this Easement in and append it to, any executory contract for the transfer of any interest in the Protected Property. Grantor further agrees to give written notice to Grantee of the transfer of any interest at least thirty (30) days prior to the date of such transfer. Such notice to Grantee shall include the name, address, and telephone number of the prospective transferee or such transferee's representative. The failure of Grantor to perform any act required by this Section 11.4 shall not impair the validity of this Easement or limit its enforceability in any way.

12. **AMENDMENT.** If circumstances arise under which an amendment to or modification of this Easement would be appropriate, Grantor and Grantee are free to jointly amend this Easement; *provided* that no amendment shall be allowed that shall affect the qualification of this Easement or the status of Grantee under any applicable laws, including RCW 64.04.130, Chapter 84.34 RCW, or Section 170(h) of the Code, and any amendment shall be consistent with the Purpose of this Easement, and shall not affect its perpetual duration. Any such amendment shall be recorded in the official records of Island County, Washington, and any other jurisdiction in which such recording is required.

### 13. ASSIGNMENT.

13.1. **Assignment.** This Easement is transferable, but Grantee may assign its rights and obligations under this Easement only to an organization that is a qualified organization at the time of transfer under Section 170(h) of the Code (or any successor provision then applicable), and the applicable regulations promulgated thereunder, and authorized to acquire and hold conservation easements under RCW 64.04.130 or RCW 84.34.250 (or any successor provision then applicable). As a condition of such transfer,

Grantee shall require that the Purpose of this Easement continues to be carried out by the transferee. Grantee shall notify Grantor in writing, at Grantor's last known address, in advance of such assignment. The failure of Grantee to give such notice shall not affect the validity of such assignment nor shall it impair the validity of this Easement or limit its enforceability in any way.

- 13.2. **Succession.** If at any time it becomes impossible for Grantee to ensure compliance with the covenants contained herein and Grantee has not named a successor organization, or Grantee shall cease to exist, then its rights and duties hereunder shall become vested and fall upon such other entity, with purposes similar to the Whidbey Camano Land Trust, constituting a "qualified organization" within the meaning of the Code (or corresponding provision of any future statute); *provided* that if such vesting in the entities named above is deemed to be void under the Rule Against Perpetuities, the rights and obligations under this Easement shall vest in such organization as a court of competent jurisdiction shall direct, pursuant to the applicable Washington law and the Code (or corresponding provision of any future statute) and with due regard to the Purpose and terms of this Easement.

#### **14. RECORDATION.**

- 14.1. Grantee shall record this instrument in a timely fashion in the official records of Island County, Washington, and in any other appropriate jurisdictions, and may re-record it at any time as may be required to preserve its rights in this Easement.
- 14.2. Grantee is authorized to record or file from time-to-time any and all notices or instruments that may be appropriate to ensuring the perpetual enforceability of this Easement, and Grantor agrees to execute, acknowledge, and/or deliver (as applicable) any and all such notices or instruments upon reasonable request from Grantee to do so.

#### **15. GENERAL PROVISIONS.**

- 15.1. **Effective Date.** The effective date of this Easement shall be the date on which this Easement is recorded.
- 15.2. **Governing Law and Venue.** The laws of the State of Washington and applicable federal law shall govern the interpretation and performance of this Easement. By executing this Easement, Grantor acknowledges the jurisdiction of the courts of the State of Washington in this matter. In the event of a lawsuit involving this Easement, venue shall be in Island County.
- 15.3. **Liberal Construction.** Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the Purpose of this Easement and the policy and purpose of RCW 64.04.130 and Chapter 84.34 RCW. If any provision in this instrument is found to be ambiguous, an interpretation consistent

with the Purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

#### **15.4. Interpretation.**

15.4.1. The Parties may mutually agree to an interpretation of any ambiguous term of this Easement or to a determination of whether a particular use or activity is consistent with the Purpose of this Easement. The Parties may, furthermore, memorialize such interpretation or determination in writing and shall then append such writing to Grantee's permanent records that pertain to this Easement. The Parties shall then have the right to rely on such interpretation or determination for all future conduct.

15.4.2. In this Easement, personal pronouns shall be construed as though of the gender and number required by the context, the singular including the plural, the plural including the singular, and each gender including other genders, all as may be required by the context and in a manner that provides the greatest protection for the Conservation Values. Wherever in this 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.

15.4.3. The Parties acknowledge and agree that each has negotiated and reviewed the terms of this Agreement, assisted by such legal and tax counsel as they desired, and has contributed to its revisions. The Parties further agree that the rule of construction that any ambiguities are resolved against the drafting party will be subordinated to the principle that the terms and provisions of this Easement will be construed fairly as to the Parties and not in favor of or against any party.

15.5. **Severability.** Except as further provided in this Section 15.5, if any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid or unenforceable by any court of competent jurisdiction, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid or unenforceable, as the case may be, shall not be affected thereby. If a provision hereof is determined to be invalid or unenforceable by a court of competent jurisdiction and such provision was an essential part of this Easement, then this instrument shall be reformed by such court to ensure fulfillment of the Purpose and terms hereof and in a manner consistent with applicable law.

15.6. **Entire Agreement.** This instrument sets forth the entire agreement of the Parties with respect to this Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to this Easement, all of which are merged herein. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment that complies with Section 12.

- 15.7. **No Forfeiture.** Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.
- 15.8. **"Grantor" - "Grantee".** The terms "Grantor" and "Grantee," wherever used in this instrument, and any pronouns used in the place thereof, shall be held to mean and include, respectively the above-named Grantor and Grantor's personal representatives, heirs, successors, and assigns, and the above-named Grantee and its successors and assigns.
- 15.9. **Benefited Parties.** The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the Parties and their respective personal representatives, heirs, successors, and assigns, and shall continue as a servitude running in perpetuity with the Protected Property. No term or provision of this Easement is intended to be, or shall be, for the benefit of any person, firm, organization, or corporation not a party to this Easement, and no such other person, firm, organization, or corporation shall have any right or cause of action hereunder.
- 15.10. **Termination of Rights and Obligations.** A party's rights and obligations under this Easement terminate upon transfer of the party's interest in this Easement or Protected Property, *except* that liability for acts or omissions occurring prior to transfer shall survive transfer.
- 15.11. **Captions.** The captions in this instrument have been inserted solely for convenience and ease of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.
- 15.12. **Counterparts.** The Parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both Parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.
- 15.13. **Joint Obligation.** The obligations imposed by this Easement upon Grantor shall be joint and several.
- 15.14. **Authority.** The individuals signing below, if signing on behalf of any entity, represent and warrant that they have the requisite authority to bind the entity on whose behalf they are signing.
- 15.15. **Subsequent Liens on Property.** No provision of this Easement is to be construed as impairing the ability of Grantor to use the Protected Property as collateral for any loan, *provided* that any lien created thereby shall be subordinate to this Easement.

15.16. **No Public Rights Conveyed Through Easement.** No right of access by the general public to any portion of the Protected Property is conveyed by this Easement.

15.17. **Recitals.** Each recital set forth above is fully incorporated into this Easement.

**16. SCHEDULE OF EXHIBITS.**

**Exhibit A.** Legal Description.

**Exhibit B.** Site Map.

**Exhibit C.** Mineral Remoteness Determination.

**Exhibit D.** Permitted Exceptions to Title.

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

IN WITNESS WHEREOF, the undersigned Grantor has executed this instrument this \_\_\_\_ day of \_\_\_\_\_ 2024.

\_\_\_\_\_  
Fred Joseph LePla, Grantor

On this \_\_\_\_ day of \_\_\_\_\_ 2024, before me, the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn, personally appeared FRED JOSEPH LEPLA, who also appears of record as JOSEPH LE PLA, known to me to be the individual described in and who executed the foregoing instrument, and acknowledged to me that he signed the said instrument as his free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of  
Washington, residing at \_\_\_\_\_  
Print Name: \_\_\_\_\_  
My commission expires \_\_\_\_\_

ADDITIONAL SIGNATURE PAGES FOLLOWS

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

IN WITNESS WHEREOF, the undersigned Grantor has executed this instrument this \_\_\_\_ day  
of \_\_\_\_\_ 2024.

\_\_\_\_\_  
Maria Teresa Rodriguez, Grantor

On this \_\_\_\_ day of \_\_\_\_\_ 2024, before me, the undersigned, a notary public  
in and for the State of Washington, duly commissioned and sworn, personally appeared MARIA  
TERESA RODRIGUEZ, who also appears of record as TERESA RODRIGUEZ, known to me to be the  
individual described in and who executed the foregoing instrument, and acknowledged to me  
that she signed the said instrument as her free and voluntary act and deed for the uses and  
purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate  
above written.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of  
Washington, residing at \_\_\_\_\_  
Print Name: \_\_\_\_\_  
My commission expires \_\_\_\_\_

ADDITIONAL SIGNATURE PAGE FOLLOWS

THE WHIDBEY CAMANO LAND TRUST does hereby accept the above Grant Deed of Conservation Easement.

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

By \_\_\_\_\_

Name: Ryan Elting

Its: Executive Director

STATE OF WASHINGTON )

) ss.

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_ 2024, before me personally appeared RYAN ELTING, to me known to be the Executive Director of the WHIDBEY CAMANO LAND TRUST, a Washington nonprofit corporation, that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said corporation.

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

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of  
Washington, residing at \_\_\_\_\_  
Print Name: \_\_\_\_\_  
My commission expires \_\_\_\_\_

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## **Exhibit A: Legal Description**

### **Legal Description of Protected Property:**

#### **Parcel A:**

Lot 2, Island County Short Plat No. 306/99.R32935-017-3510 as approved October 30, 2000 and recorded October 30, 2000 in Volume 3 of Short Plats, page 336, under Auditor's File No. 20018913, records of Island County, Washington; being a portion of the Southwest Quarter of the Southeast Quarter and the Southeast Quarter of the Southeast Quarter of Section 35, Township 29 North, Range 3 East of the Willamette Meridian.  
Situate in the County of Island, State of Washington.

#### **Parcel B:**

The West One-Half of the North One-Half of the North One-Half of the North One-Half of the Northeast Quarter of Section 2, Township 28 North, Range 3 East of the Willamette Meridian, lying Westerly of Holst County Road.  
Situate in the County of Island, State of Washington.

#### **Parcel C:**

The East Half of that portion of the North Half of the North Half of the North Half of the Northeast Quarter of Section 2, Township 28 North, Range 3 East of the Willamette Meridian, lying Westerly of Holst Road;  
TOGETHER WITH that portion of Lot 1, Island County Short Plat No. 306/99.R32935-017-3510 recorded in Volume 3 of Short Plats, page 336, under Auditor's File No. 20018913, records of Island County, Washington; being a portion of the Southwest Quarter of the Southeast Quarter and the Southeast Quarter of the Southeast Quarter of Section 35, Township 29 North, Range 3 East of the Willamette Meridian, described as follows:  
Beginning at the Southwest corner of said Lot 1;  
thence North 89°03'06" East along the South line of said Lot 1, a distance of 250.86 feet;  
thence North 00°56'54" West, a distance of 64.77 feet;  
thence South 89°03'06" West, a distance of 65.23 feet;  
thence South 77°32'59" West, a distance of 93.42 feet;  
thence North 38°21'12" West, a distance of 143.44 feet to the West line of said Lot 1;  
thence South 01°32'19" West along the West line of said Lot 1, a distance of 160.23 feet to the Southwest corner of said Lot 1 and the point of beginning.  
Situate in the County of Island, State of Washington.

#### **Parcel D:**

The West One-Half of the South One-Half of the North One-Half of the North One-Half of the Northeast Quarter of Section 2, Township 28 North, Range 3 East of the Willamette Meridian, lying Westerly of Holst County Road.  
Situate in the County of Island, State of Washington.

**Parcel E:**

The East One-Half of the South One-Half of the North One-Half of the North One-Half of the Northeast Quarter of Section 2, Township 28 North, Range 3 East of the Willamette Meridian, lying Westerly of Holst County Road.

Situate in the County of Island, State of Washington.

**Legal Description of Building Envelope:**

That portion of the NW1/4 of the NE1/4 of section 2, township 28 north, Range 3 east, W.M., described as follows:

Commencing the south quarter corner of section 35, township 29 north, range 3 east, W.M., on the north line of said section 2;

Thence N89°56'23"E, along the north line of said section 2, for 895.82 feet;

Thence S00°03'37"E for 154.64 feet to the point of beginning;

Thence S78°38'40"E for 242.46 feet;

Thence S14°26'35"W for 64.90 feet;

Thence S00°32'19"E for 77.53 feet;

Thence S49°37'26"W for 125.32 feet;

Thence N44°53'12"W for 207.80 feet;

Thence N09°14'24"E for 123.67 feet to the point of beginning;

Situate in Island County, Washington.

**Legal Description of Farm Zone:**

That portion of lot 2, Island County short plat no. 306/99.r32935-017-3510, recorded under auditor's file number 20018913, being a portion of the SW1/4 of the se1/4 of section 35, township 29 north, range 3 east, W.M., described as follows:

Commencing at the northeast corner of said lot 2;

Thence S02°25'36"W, along the east line of said lot 2, for 109.03 feet to the point of beginning;

Thence continue S02°25'36"W for 60.32 feet;

Thence S33°36'37"W for 86.45 feet;

Thence S74°20'35"W for 153.44 feet;

Thence N86°59'29"W for 131.36 feet;

Thence N51°19'58"W for 53.08 feet;

Thence N53°53'08"W for 84.28 feet;

Thence N18°17'00"E for 79.20 feet;

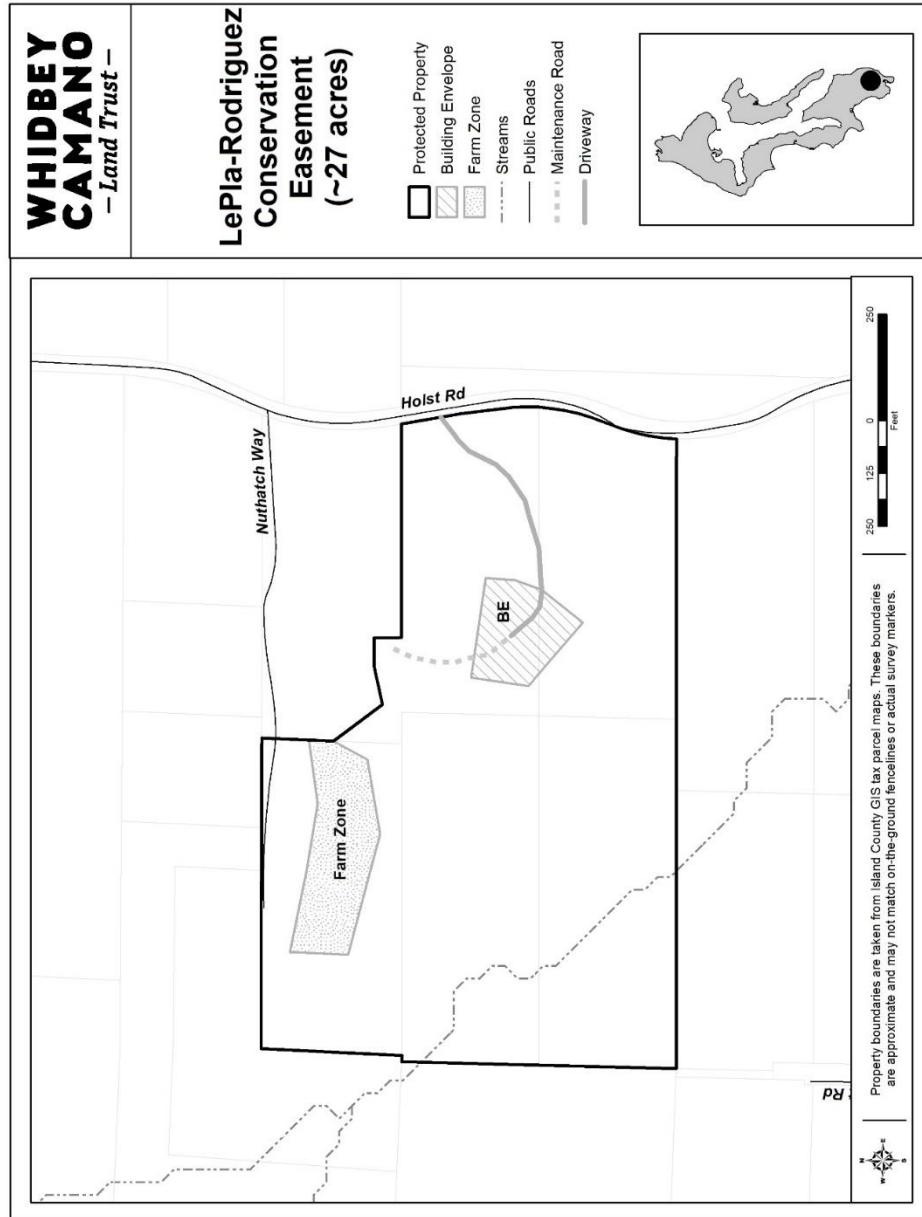
Thence N77°03'00"E for 62.91 feet;

Thence S83°31'01"E for 200.00 feet;

Thence N83°36'56"E for 154.96 feet to the point of beginning;

Situate in Island County, Washington.

## Exhibit B: Site Map



## Exhibit C: Mineral Remoteness Determination



PO Box 2546, Bellingham, Washington 98227  
Phone: (360) 714-9409

July 21, 2023

Mallory Bello  
Whidbey Camano Land Trust  
765 Wonn Road #C-201  
Greenbank, WA 98253

### **Mineral Remoteness Assessment:**

Island County Parcels R32935-017-2930, R32802-510-3100 and R32802-510-3900  
Joseph LePla and Teresa Rodriguez Property  
Island County, Washington

This report is to provide you with an opinion regarding the likelihood that viable mineral resources are present at Island County tax parcels R32935-017-2930, R32802-510-3100 and R32802-510-3900. The property is located on the southern area of Whidbey Island west of Holst Road. Oil and mineral rights associated with the properties are reserved under separate ownership.

Based on my assessment of the geology of the area, it is my opinion that the probability of mining or oil and gas wells occurring on the property is so remote as to be negligible.

### **GENERAL GEOLOGY**

The *Preliminary geologic map of the Maxwellton quadrangle, Island County, Washington* (Dethier, Safioles and Minard (1982) indicates that the property is primarily underlain glacial till. Glacial advance outwash is mapped as underlying the glacial till in the valley area to the west of the properties.

The glacial till consists of a poorly sorted mix of sediments ranging from silt and clay to boulders with the coarser sediment embedded into the finer grained sediment. The till was deposited during the last glacial period between 18,000 and 14,000 years ago when glacial ice from Canada covered the area.

The glacial advance outwash was deposited by meltwater streams and rivers as the glacial ice advanced towards the area. The glacial advance outwash ranges from silt to sand to gravel and generally coarsens upward in the deposit.

The closest bedrock exposures are approximately 15 miles to the west. The bedrock consists of Quimper sandstone and Marrowstone Shale. These sedimentary rocks are late Eocene to Oligocene

Stratum Group

File: 10.6.22

in age and are shallow marine sediments. Approximately 20 miles to the east and northeast are another group of somewhat older shallow marine sediments that are referred to as the Rocks of Bulson Creek.

Oblique convergence of the Juan de Fuca plate below the North America plate provides the driving force for uplift and the active volcanoes of the Cascade Range, downward warping in the Puget Lowland and the formation of uplifted forearc accretionary prisms of the Olympic Mountains and Washington Coast Range. Movement of the Pacific Plate against North America further to the south along with the oblique northeastward directed movement of the Juan de Fuca Plate results in northward movement of the Olympic and Coast range forearc block relative to the Cascade Range. The boundary between the Cascade Range and the northward moving Olympic and Coast Range forearc block is a deformation zone that extends through Washington's Puget Lowland (Johnson et al. 2001). This deformation zone beneath the Puget lowlands includes multiple sub basins and east-west fault zones. The property is within the Everett sub basin.

## ASSESSMENT OF POTENTIAL MINERAL EXTRACTION

### *Glacial Sediments*

The glacial till is a poor source of aggregate due to the high silt and clay content. The till covers nearly all of the properties. The glacial till overlies glacial advance outwash. The outwash in this area tends to be mostly sand. The glacial till cover precludes the advance outwash being utilized as an aggregate source.

It is my opinion that the potential use of the site as an aggregate mine is so remote as to be negligible.

### *Deep Bedrock*

Based on my understanding of the local geology and what limited information is available regarding past explorations in the area, the potential for oil and gas or other mineral resources at the subject property is very low. The depth to bedrock at the subject property is at such great depth (thousands of feet) that mineral extraction from mining is negligible.

McFarland (1983), Walsh and Lingley (1991) and Johnson and others (1998) summarize interest and exploration of the potential oil and natural gas resources in western Washington. No indications of oil potential or gas have been documented in the vicinity of the subject property and based on the underlying metamorphic bedrock in the northern Everett basin, none is expected. The Rocks of Bulson Creek, Marrowstone Shale, and Quimper Sandstone are shallow marine sediments that may have minor organic components; however these deposits are relatively thin and discontinuous and shallow such that the gas and or oil maturation is very unlikely and no interest in oil or gas has been pursued within areas of these rocks or within the area of the subject properties. The potential for oil and gas at the properties is negligible.

July 21, 2023  
Island County Parcels R32935-017-2930, R32802-510-3100 and R32802-510-3900  
Whidbey Island, WA  
Mineral Remoteness Assessment

### Conclusion

Based on my familiarity with the geology of the area and potential mineral resources of the area, it is my professional opinion that the potential for mineral extraction at the site negligible. The probability of mining or oil and gas wells occurring on the property is so remote as to be negligible.

Stratum Group appreciates the opportunity to be of service to you. If you have any questions, please do not hesitate to contact us at (360) 714-9409.

Sincerely,

Stratum Group



Dan McShane, M.Sc., L.E.G.  
Licensed Engineering Geologist



DANIEL McSHANE

## **Exhibit D: Permitted Exceptions**

1. Assessments if any as may be levied for L&M Waterworks (Affects Parcels A & C)
2. Assessments if any as may be levied for water service to said premises. (Affects Parcels B, D & E)
3. Assessments if any as may be levied for community road maintenance. (Affects Parcel A)
4. A non-exclusive easement for ingress and egress and utilities, over and across the North 30 feet as set out in instrument recorded May 28, 1969 under Auditor's File No. 221120. (Affects Parcel A)
5. Reservation of 2% of mineral rights as set out in instrument recorded March 10, 1977 under Auditor's File No. 310517. (Affects Parcels B & C)
6. Survey recorded March 25, 1981 in Volume 5 of Surveys, page 170 under Auditor's File No. 380857.
7. Survey of Section Line recorded September 13, 1993 in Volume 8 of Surveys, page 287 under Auditor's File No. 93018313. (Affects Parcels A & B)
8. Survey of adjoining property to the South recorded October 19, 1999 in Volume 10 of Surveys, page 419 under Auditor's File No. 99023670. (Affects Parcel D)
9. Reservation of oil and mineral rights as set out in deed recorded June 24, 1999 under Auditor's File No. 99014993. (Affects Parcels A & C)
10. Declaration of Covenant requiring private maintenance of approved privately maintained road located on county right of way recorded August 29, 2000 under Auditor's File No. 20015311. (Affects Parcel A)
11. Easements, restrictions and recital set forth on the face of Short Plat No. 306/99 recorded October 30, 2000 in Volume 3 of Short Plats, page 336 under Auditor's File No. 20018913.
12. Survey recorded February 21, 2001 in Volume 11 of Surveys, page 243 under Auditor's File No. 20025640.
13. Easement, including the terms and conditions thereof:  
Grantee: Whidbey Telephone Company, a corporation  
Purpose: Communications cables and facilities  
Area Affected: Parcels B, C, D & E

Dated: May 3, 2001  
Recorded: September 19, 2001  
Recording No.: 20043321

14. L&M Waterworks Well and Water System Agreement recorded August 15, 2005 under Auditor's File No. 4143886. Amended and Restated L & M Waterworks Well and Water System Agreement recorded January 18, 2008 under Auditor's File No. 4220000. (Affects Parcels A & C).
15. Easement Agreement Ingress Egress and Utilities recorded November 1, 2005 under Auditor's File No. 4152896. (Affects Parcel A)
16. Restrictive Covenant for Well and Waterworks recorded August 4, 2006 under Auditor's File No. 4178047. (Affects Parcels A & C)
17. Boundary Line Adjustment #326/07 as recorded November 21, 2007 under Auditor's File No. 4216561.  
Boundary Line Adjustment #326/07 as recorded December 11, 2007 under Auditor's File No. 4217684. (Affects Parcel C) Note: Said documents have typographical errors.
18. Mutual Covenants and Agreements recorded January 18, 2008 under Auditor's File No. 4220001. (Affects Parcel C)
19. Easement, including the terms and conditions thereof:  
Grantee: Puget Sound Energy, Inc.  
Purpose: Electric transmission and/or distribution line  
Area Affected: Parcel C  
Dated: April 24, 2008  
Recorded: May 9, 2008  
Recording No.: 4228297
20. Restrictive Covenant for Well and Waterworks recorded May 30, 2008 under Auditor's File No. 4229673. (Affects Parcel C)
21. Easement recorded July 25, 2008 under Auditor's File No. 4233599. (Affects Parcels B, C, D & E)
22. Open Space Taxation Agreement recorded January 31, 2011 under Auditor's File No. 4289621. (Affects ALL Parcels)
23. From the information presently available to the Company, we have been unable to determine the means of legal access to and from the premises in question. Unless we

are furnished with acceptable proof of its existence, our policy/policies when issued will contain the following exception:

Notwithstanding Paragraph 4 of the insuring clauses of the policy and notwithstanding any affirmative coverage contained in any Homeowners Endorsement, if applicable, this policy does not insure against loss arising from lack of a right of access to and from the land to a public street or highway. (Affects Parcels B & D. If any parcels are sold separately, easements for ingress and egress should be created and recorded for said parcels)

24. Survey recorded \_\_\_\_\_, 2023 under Auditor's File No. \_\_\_\_\_.

END OF DOCUMENT

## **EXHIBIT D: PERMITTED EXCEPTIONS to Agreement**

25. Assessments if any as may be levied for L&M Waterworks (Affects Parcels A & C)
26. Assessments if any as may be levied for water service to said premises. (Affects Parcels B, D & E)
27. Assessments if any as may be levied for community road maintenance. (Affects Parcel A)
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Grantee: Whidbey Telephone Company, a corporation  
Purpose: Communications cables and facilities  
Area Affected: Parcels B, C, D & E

Dated: May 3, 2001  
Recorded: September 19, 2001  
Recording No.: 20043321

38. L&M Waterworks Well and Water System Agreement recorded August 15, 2005 under Auditor's File No. 4143886. Amended and Restated L & M Waterworks Well and Water System Agreement recorded January 18, 2008 under Auditor's File No. 4220000. (Affects Parcels A & C).
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Notwithstanding Paragraph 4 of the insuring clauses of the policy and notwithstanding any affirmative coverage contained in any Homeowners Endorsement, if applicable, this policy does not insure against loss arising from lack of a right of access to and from the land to a public street or highway. (Affects Parcels B & D. If any parcels are sold separately, easements for ingress and egress should be created and recorded for said parcels)

48. Survey recorded \_\_\_\_\_, 2024 under Auditor's File No. \_\_\_\_\_.

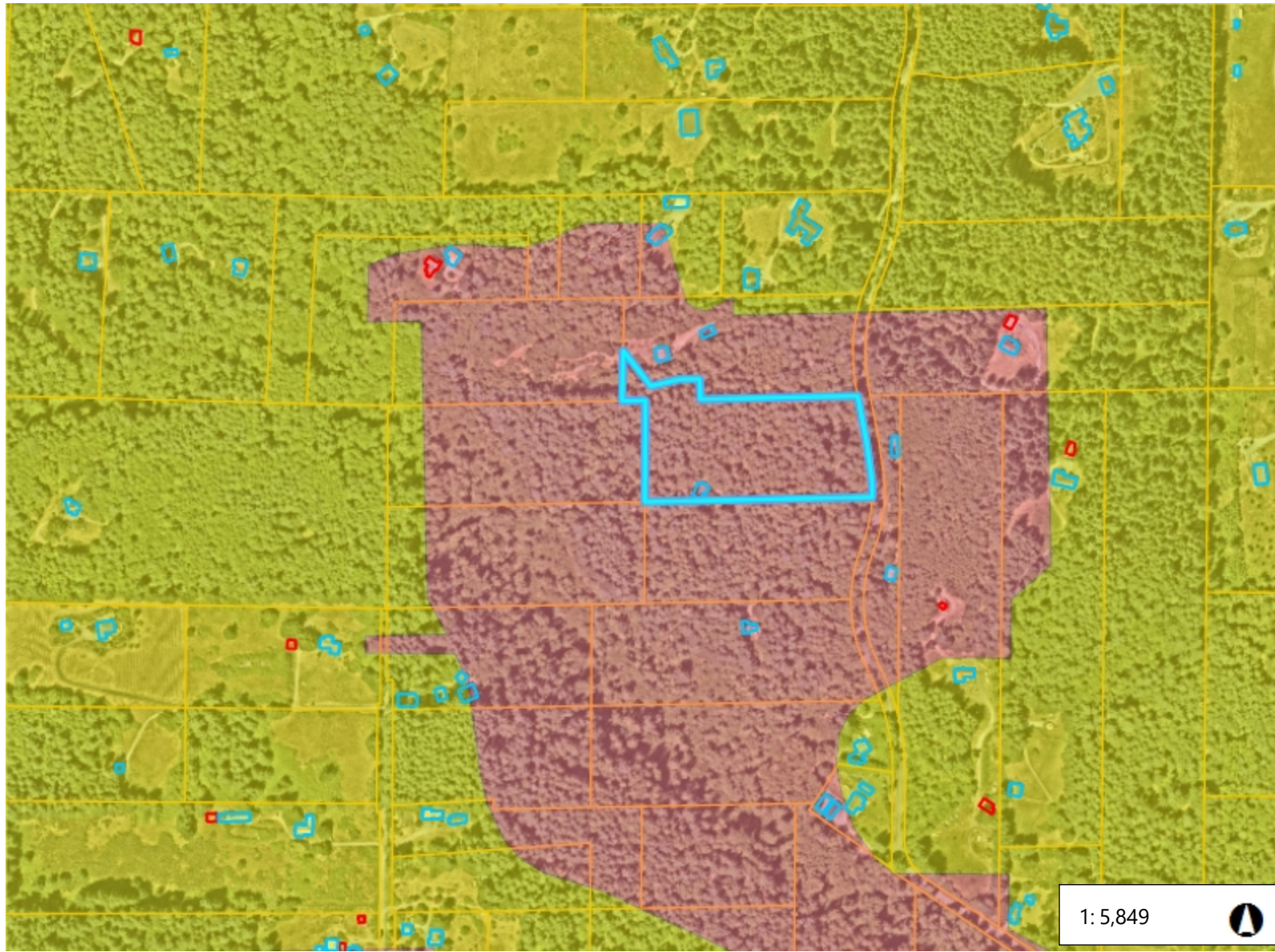
[END OF CONSERVATION EASEMENT DONATION AGREEMENT]

Parcel	Parcel A	Parcel B	Parcel C	Parcel D	Parcel E	Totals
Parcel number	R32935-017-2930	R32802-510-3100	R32802-510-3900	R32802-475-3100	R32802-475-3900	5 parcels
Current taxes (2025)	\$730.19	\$33.75	\$4,652.50	\$33.57	\$33.67	\$5,483.68
Acres	5.57	5.27	6.15 (5.27 dedicated to open space)	5.18	5.17 (4.92 dedicated to open space)	27.34 (26.31 dedicated to open space)
Resource Inventory	Fish and wildlife habitat conservation areas - Wetland category B (5), Geohazard Buffer (3), Surface water quality buffer areas wetland buffer distance 2x 300 ft. max (3), Public priority aquifer recharge area (5), Easemnet in perpetuity (5)	Fish and wildlife habitat conservation areas - fish stream (5), Geohazard Buffer (3), Surface water quality buffer areas stream buffer distance 3x 100 ft. max (5), Public priority aquifer recharge area (5), adjacent to a public or current use classified land (5), Easemnet in perpetuity (5)	Geohazard Buffer (3), Public priority aquifer recharge area (5), Conservation easemnet (5)	Fish and wildlife habitat conservation areas - fish stream (5), Geohazard Buffer (3), Surface water quality buffer areas stream buffer distance 3x 100 ft. max (5), Public priority aquifer recharge area (5), adjacent to a public or current use classified land (5), Easemnet in perpetuity (5)	Geohazard Buffer (3), Public priority aquifer recharge area (5), Conservation easemnet (5)	
PBRS Points*	5+3+3+5+5 = 21	5+3+5+5+5+5 = 28	3+5+5 = 13	5+3+5+5+5+5 = 28	3+5+5 = 13	
PBRS %reduction*	50%	60%	30%*	60%	30%	

\*Dependant on Assessors value of 1 acre homesite, tax reduction may be less dependant final awarded points and assessors values.



# ICGeoMap



## Legend

### Building Footprints

- 0.552734 - 0.880859
- 0.880860 - 0.998047

### Aquifer Recharge Areas

- High Susceptibility
- Medium Susceptibility
- Low Susceptibility
- Parcels

1:5,849



974.9 0 487.45 974.9 Feet

WGS\_1984\_Web\_Mercator\_Auxiliary\_Sphere  
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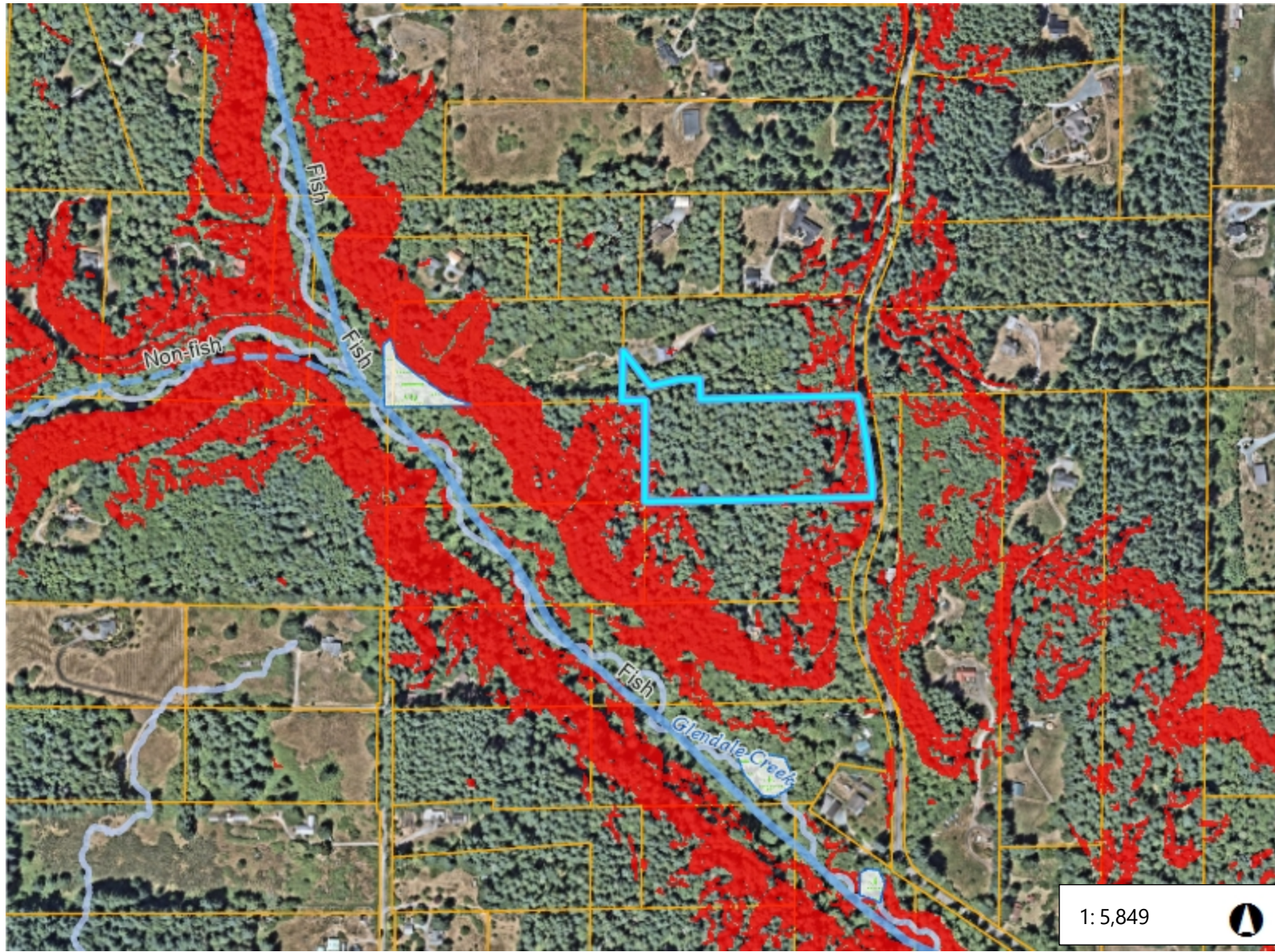
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## Notes



# ICGeoMap



## Legend

- Wetlands (IC)
- Streams - Regulatory
  - Fish
  - Non-fish
  - Shorelines of the State
  - Unknown
- Streams - Cartographic
- Steep Slopes (40+%)
- Unstable Slopes
  - Unstable slope
  - Unstable-old slide
  - Unstable-recent slide
- Parcels

1: 5,849



## Notes

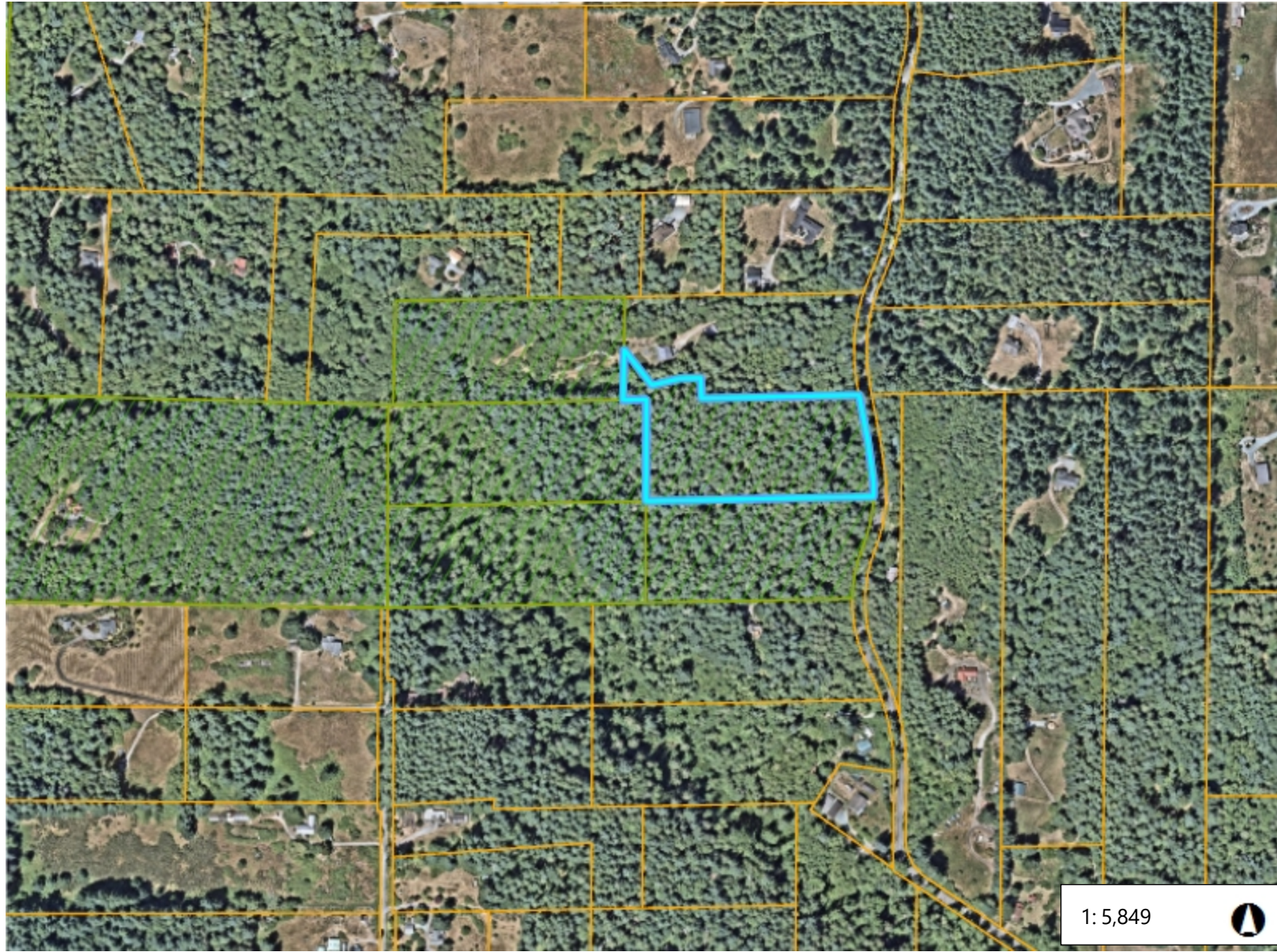
974.9 0 487.45 974.9 Feet

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# ICGeoMap



## Legend

### Current Use Program Parcels

- Agriculture
- Designated Forest
- PBRs
- Parcels

1:5,849



974.9 0 487.45 974.9 Feet

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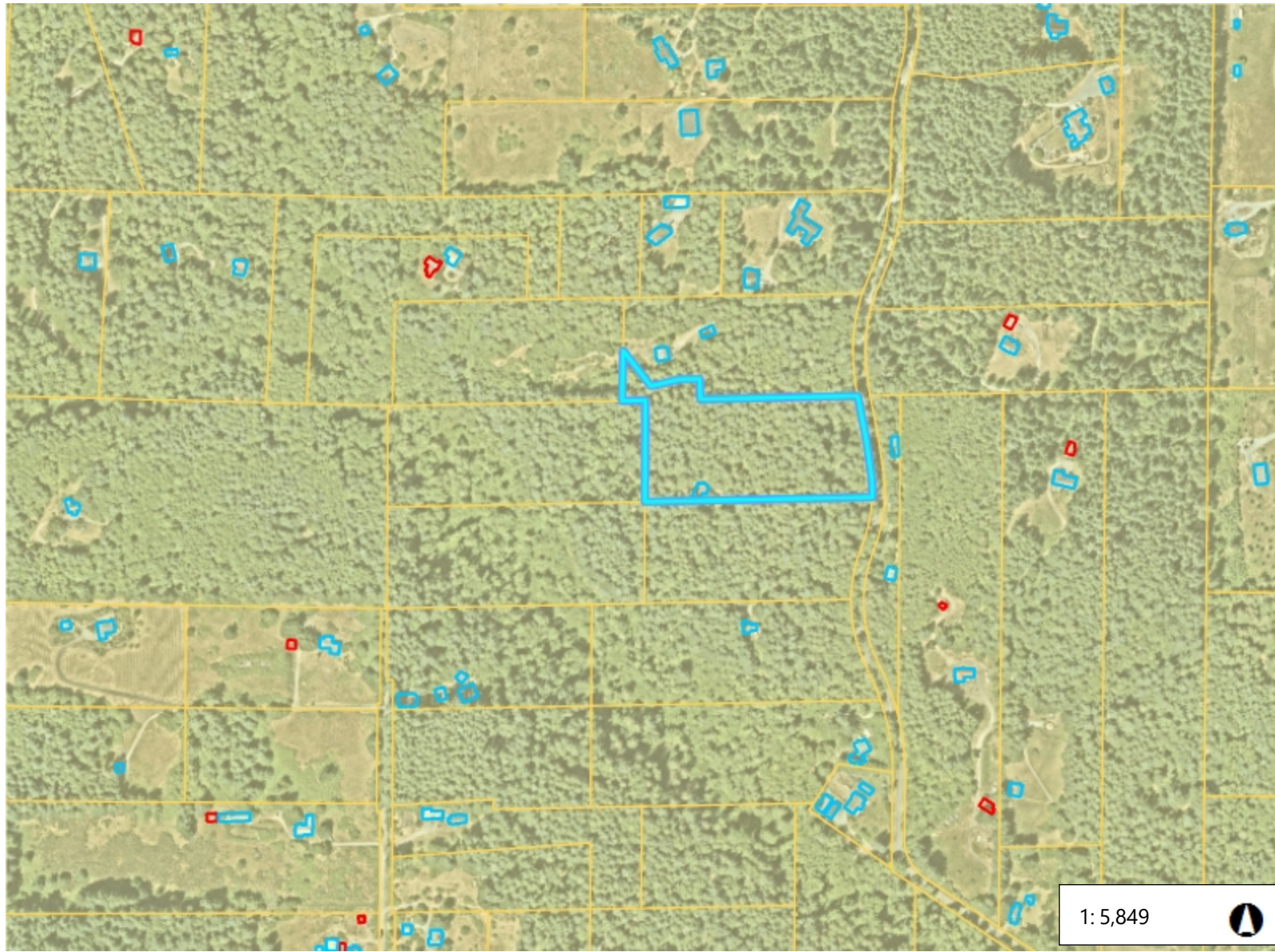
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## Notes



# ICGeoMap



## Legend

### Building Footprints

- 0.552734 - 0.880859
- 0.880860 - 0.998047

### Zoning

- Water
- Urban Growth Area - Langley
- State Highway 525 Overlay
- Special Review District
- Rural Village
- Rural Service
- Rural Residential
- Rural Forest
- Rural Center
- Rural Agriculture
- Rural
- Parks
- Oak Harbor - Residential
- Oak Harbor - Planned Industrial Park
- Oak Harbor - Planned Business Park
- Oak Harbor - Industrial
- Oak Harbor - Highway Service Commercial
- Non-Residential Mixed Use
- Municipality/NMUGA
- Medium Density Residential
- Low Density Residential
- Light Manufacturing
- Light Industrial
- Keystone Preserve
- Holmes Harbor View Corridors Overlay
- Federal
- Commercial Agriculture
- Camano Gateway Village
- Business Village
- Business General
- Airport
- Parcels

1:5,849



974.9 0 487.45 974.9 Feet

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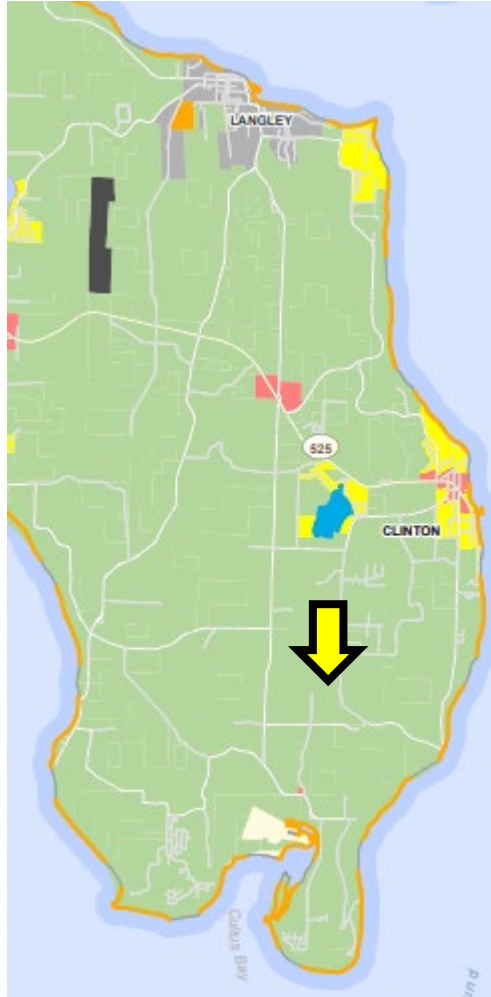
## Notes

# PBRS Application 347/24

- Site Address: 7210 Holst Road, Clinton
- Parcels: R32802-510-3900, R32802-475-3100, R32802-475-3900, R32802-510-3100, R32935-017-2930
- Acres: 26.31



# PBRS Application 347/24



# PBRS Application 374/24

Points Awarded in the Following Categories Based on Staff Review of Application:

- Significant fish and wildlife habitat conservation areas, species and habitats of local importance, wetlands, geologic hazard area buffers, critical aquifer recharge areas, surface water quality buffers, conservation easement, and properties adjacent to current use classified lands.

**Parcels in proposal range from 30%-60% reduction in assessed value.**





## Island County Planning and Community Development

*Jonathan Lange, AICP, CFM*  
Director

Physical Address: 1 NE 6<sup>th</sup> St, Coupeville, WA 98239

Mailing Address: 1 NE 7<sup>th</sup> St, Coupeville, WA 98239

Ph: Whidbey 360-679-7339 | Camano 360-387-3443 | Fax: 360-679-7306

Email: [PlanningDept@islandcountywa.gov](mailto:PlanningDept@islandcountywa.gov) | <https://www.islandcountywa.gov/207/Planning-Community-Development>

**File No:** 400/24 PBRS-IV

**Agent:** Larry Kwarsick

**Property Owner:** Christopher & Amy Gulick

**Assessor's Parcel Number:**

- R32809-083-2090
- R32809-086-2410
- R32809-080-4470
- R32809-080-3280
- R32809-149-4600

**Summary of Application and Recommendation:**

Mr. and Mrs. Gulick submitted a Public Benefits Rating System (PBRS) application on November 26, 2024, and deemed complete by Island County Planning on December 10, 2024. The applicants propose the dedication of a total land area of 72.91 acres consisting of five (5) parcels in the PBRS program for the preservation of open space resources specifically native forestland and riparian habitat.

**Recommendation:** Conditional Approval

**Preliminary Information:**

Property Owner:  
Christopher & Amy Gulick  
PO BOX 1009  
Clinton, WA 98236

Property Address:  
3373 Rain Shadow Place  
Clinton, WA 98236

**STAFF REPORT**  
**APPLICATION FOR OPEN SPACE LAND CLASSIFICATION**  
**ISLAND COUNTY PUBLIC BENEFIT RATING SYSTEM (PBRs)**  
**400/24 PBRs – GULICK.**

**FINDINGS OF FACT**

The Island County Planning and Community Development Department has reviewed PBRs Application 400/24 for Open Space Classification under the Public Benefit Rating System (PBRs) program pursuant to Island County Code of Ordinances Chapter 3.40 and makes the following findings:

**A. PROPOSAL**

Mr. Kwarsick, acting on behalf of property owners Mr. and Mrs. Gulick, has submitted an application under the Public Benefit Rating System (PBRs) seeking a reclassification of an existing open space land use assessment. The proposal involves the dedication of approximately 72.91 acres, encompassing five (5) parcels, for the permanent preservation of open space resources.

The purpose of the proposed dedication is to ensure the long-term protection of the properties' natural features—including native forest, wetlands, a pond, stream, feeder bluff shoreline, and wildlife habitat—and to advance broader environmental objectives such as climate resilience, air and water quality, and biodiversity conservation. In support of this goal, the applicants have committed to recording a conservation easement over the subject properties.

**B. SITE DESCRIPTION & BACKGROUND INFORMATION**

Area & Site Condition:

- The applicants are the owners of approximately 87.26 acres of land across five (5) separate parcels. Of this total, 72.91 acres are proposed for dedication under the Public Benefit Rating System (PBRs) Program. The remaining 6.08 acres, distributed across four (4) designated areas within the five parcels, are identified as building envelopes. These envelopes encompass existing structures and associated uses and are excluded from the proposed open space dedication.
- The applicants received approval of PBRs application #323/11 in April of 2012.
- In 2014 the applicants built their home on parcel R32809-086-2410, with a detached garage and open porches. As well as a Blacksmith Shop on Parcel R32809-080-3280.
- In 2017 an additional guest house was constructed on parcel R32809-083-2090. A solar array, serving the home, was constructed on adjacent lot R32809-083-2090, in 2024.
- In 2024 the applicants entered a Conservation Easement with the Whidbey Camano Land Trust in 2024. (see section D – Additional Findings on page 10 for more information).

Zoning: Rural (R), Rural Agriculture (RA), Rural Forest (RF)

Shoreline Environmental Designation: Natural

Current Use Program: Public Benefits Rating System

Critical Areas: Mapped wetlands, non-fish stream, steep/unstable slopes, feeder bluff, aquifer recharge area

Location: South Whidbey Island

Access: The subject property is accessed via Mortland (County Rd.), Headlands (pvt.), & Rain Shadow (Pvt.).

Parcel	Parcel A	Parcel B	Parcel C	Parcel D	Parcel E	Totals
Parcel number	R32809-083-2090	R32809-086-2410	R32809-080-4470	R32809-080-3280	R32809-149-4600	5 parcels
Current taxes (2025)	\$9,881.82	\$15,743.81	\$971.59	\$3,094.36	\$1,925.65	\$31,617.23
Acres	11.38 (7.88 dedicated to open space)	12.63 (10.80 dedicated to open space)	24.30 (24.22 dedicated to open space)	29.82 (20.88 dedicated to open space)	9.13	87.26 (72.91 dedicated to open space)

### C. LEGAL AUTHORITY AND REQUIREMENTS

1. The State Open Space Tax Act, Chapter 84.34 RCW, provides an opportunity for landowners to apply for a reduction in property taxes for certain categories of open space, agricultural, and timber lands. This tax reduction is based upon a current use assessment (CUA) of the land rather than on the traditional fair market value system of "highest and best use."<sup>1</sup>
2. The county legislative authority may direct the county planning commission to set open space priorities and adopt, after a public hearing, an open space plan and public benefit rating system for the county. The plan shall consist of criteria for determining eligibility of lands, the process for establishing a public benefit rating system, and an assessed valuation schedule. The assessed valuation schedule shall be developed by the county assessor and shall be a percentage of market value based upon the public benefit rating system.<sup>2</sup> The Island County Public

<sup>1</sup> ICC 3.40.010 See also RCW 84.34.010 Legislative declaration.

<sup>2</sup> RCW 84.34.055.(1)(a)

Benefit Open Space Rating System took effect on October 1, 1998, and shall apply to new applications submitted on or after that date.<sup>3</sup>

3. An owner of open space land desiring assessed valuation under the public benefit rating system shall make application to the Board of County Commissioners by filing an application with the County Planning Department. The application shall be upon forms supplied by the county and shall include such information deemed reasonably necessary to properly classify an area of land under Chapter 84.34 RCW with a notarized verification of the truth thereof.<sup>4</sup>
4. Applications under the public benefit rating system shall be reviewed by the county and approved directly by the Board of Island County Commissioners.<sup>5</sup>
5. The process for re-rating existing open space land current use assessment program parcels under the public benefit rating system shall be conducted in accordance with the provisions for processing a new application for the public benefit rating system.<sup>6</sup>

#### **D. LAND USE STANDARDS & PRIMARY CODE REFERENCES**

The assessment of the total number of awarded points for the subject parcels and market value reduction were derived pursuant to the following regulatory code sections. The review was predominantly conducted under Chapter 3.40 Island County Public Benefit Open Space Rating System. However, additional code chapters were utilized to assist in ascertaining point values.

- Island County Code (ICC)
  - Chapter 3.40 - Island County Public Benefit Open Space Rating System
  - Chapter 8.09 - Potable Water Source and Supply
  - Chapter 11.01 - Land Development Standard
  - Chapter 11.02 - Clearing and Grading Requirements
  - Chapter 17.02B - Island County Critical Areas Regulations
  - Chapter 17.03 - Island County Zoning Code
- Revised Code of Washington (RCW)
  - 84.34 RCW OPEN SPACE, AGRICULTURAL, TIMBERLANDS—CURRENT USE—CONSERVATION FUTURES
- Washington Administrative Code (WAC)
  - 458-30 WAC OPEN SPACE TAXATION ACT RULES

#### **E. BASIS FOR ASSESSMENT / ANALYSIS**

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<sup>3</sup> ICC 3.40.310

<sup>4</sup> ICC 3.40.070

<sup>5</sup> ICC 3.40.100

<sup>6</sup> ICC 3.040.230.B

Parcel A - R32809-083-2090:

a. High Priority Resource – 5 Points Each

5 Natural Shoreline:

Portions of the subject parcel located toward the west are mapped under the Natural Shoreline Environmental Designation (SED), with no structures or buildings located within 200 feet upland of the Ordinary High-Water Mark (OHWM) or within 200 feet of the bluff crest.<sup>7</sup>

5 Significant fish and wildlife habitat conservation areas, species and habitats of local importance, category A and B wetlands and special plant sites:

The subject parcel contains a perennial stream, as mapped on Island County GeoMap and shown on the applicant's conservation easement site map.<sup>8</sup> During the site visit, Island County staff verified the presence of the mapped stream. The applicant's proposed conservation easement will preserve an area that exceeds twice the 75-foot stream buffer required under Chapter 17.02B.<sup>9</sup>

b. Medium Priority Resource – 3 Points Each

3 Flood Hazard Areas Buffers.

The subject parcel contains land that buffers a mapped 100-year floodplain within the county, as identified by the Federal Emergency Management Agency (FEMA), with a one (1) percent or greater chance of flooding in any given year.

Eligibility for Public Benefit Rating System (PBRs) points in this category depends on the applicant providing buffer areas at least two times greater than the width required by regulation.<sup>10</sup> However, Island County Code, including the Flood Damage Prevention Ordinance (Chapter 14.02A), does not specify a minimum buffer width from the floodplain (i.e., there is no code requirement that development be set back a certain distance from the floodplain).

As such, County staff interpret that the applicant's proposal to place flood-prone portions of the property into a conservation easement meets the intent of this PBRs category. Because there is no regulatory buffer, any voluntary buffer protecting the mapped 100-year floodplain effectively

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<sup>7</sup> ICC 3.40.250.D.3

<sup>8</sup> Enclosure C – 400-24 Conservation Easement Donation Agreement – Exhibit B Site Map to Agreement

<sup>9</sup> ICC 17.02B.420.C *see also* 3.40.250.E.3.c

<sup>10</sup> ICC 3.40.260.B

exceeds the required width by more than two times and therefore qualifies under the eligibility standard described in the PBRs code.

3 Geologic hazard area buffers.

The subject parcel contains mapped steep slopes areas with areas with slopes forty (40) percent or greater and with a vertical relief of ten (10) feet or more, which are not comprised of consolidated rock not suited to the siting of commercial, residential, or industrial development consistent with public health or safety concerns due to their susceptibility to sliding or other slope failures, erosion, earthquake, or other geologic events that is not suitable for residential.<sup>11</sup> Island County staff confirmed these conditions using aerial topographic/hillshade analysis from aerial imagery on the ICGeo map, and observations made during the site visit. The applicant's proposed conservation easement will preserve an area that exceeds twice the 100-foot Geologic hazard area buffers required under Chapter 11.02.<sup>12</sup>

c. Bonus System

5 Category "B," "C" and "D" wetland:

The subject parcel contains a mapped category D small, ponded wetland as mapped on Island County GeoMap. During the site visit, Island County staff verified the presence of the mapped pond and wetland areas.

5 Public Priority:

The subject parcel contains areas indicated as having a high susceptibility to groundwater contamination. Critical aquifer recharge areas mean areas with a critical recharge effect on aquifers used for potable water, including sole source aquifer recharge areas designated pursuant to the federal Safe Drinking Water Act.<sup>13</sup> Critical aquifer recharge areas have been identified on ICGeo Map, which designates areas as having a low, moderate, or high susceptibility to groundwater contamination. The applicant's proposed conservation easement will preserve these aquifer recharge areas.

3 Surface water quality buffer areas:

The perennial stream requires a maximum buffer width of 75 feet. The applicant's proposed conservation easement will preserve an area that exceeds twice the required buffer width.

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<sup>11</sup> ICC 3.40.260.C.3

<sup>12</sup> ICC 11.02.140.B.1.c

<sup>13</sup> ICC 8.09.020 Definitions (Critical Aquifer recharge areas) *see also* ICC 17.02B.060 Definitions (Critical Aquifer recharge areas)

5 Conservation/historic easement in perpetuity:

The applicant proposes to enter into a conservation easement donation agreement between with the Whidbey Camano Land Trust ensure the permanent protection of the conservation values of the Property.<sup>14</sup>

5 Properties adjacent to a public or current use classified land:

The subject parcel is located adjacent to two (2) neighboring parcels one to the north<sup>15</sup> and the other to the northwest<sup>16</sup> which are privately owned and participating in a current use taxation program under chapter 84.33 or 84.34 RCW (Designated Forest Program).<sup>17</sup>

Qualifying acres: 7.88 of the total 11.38 acres.

TOTAL: 39 out of 57 Points = 80% reductions in taxes.

Parcel B - R32809-086-2410:

a. High Priority Resource – 5 Points Each

5 Natural Shoreline:

Portions of the subject parcel located toward the west are mapped under the Natural Shoreline Environmental Designation (SED), with no structures or buildings located within 200 feet upland of the Ordinary High-Water Mark (OHWM) or within 200 feet of the bluff crest.

5 Significant fish and wildlife habitat conservation areas, species and habitats of local importance, category A and B wetlands and special plant sites:

The subject parcel contains a continuation of the perennial stream, as mapped on Island County GeoMap and shown on the applicant's conservation easement site map.<sup>18</sup> The applicant's proposed conservation easement will preserve an area that exceeds twice the required 75-foot stream buffer required.

b. Medium Priority Resource – 3 Points Each

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<sup>14</sup> Enclosure B – 400-24\_Gulick\_Conservation Easement

<sup>15</sup> Parcel No. R32809-218-1971

<sup>16</sup> Parcel No. R32809-097-1471

<sup>17</sup> ICC 3.40.280.I

<sup>18</sup> Enclosure C – 400-24 Conservation Easement Donation Agreement – Exhibit B Site Map to Agreement

### 3 Flood Hazard Areas Buffers.

The subject parcel contains land that buffers a mapped 100-year floodplain within the county, as identified by the Federal Emergency Management Agency (FEMA), with a one (1) percent or greater chance of flooding in any given year.

The applicant's proposal to place flood-prone portions of the property into a conservation easement meets the intent of this PBRs category. Because there is no regulatory buffer, any voluntary buffer effectively exceeds the required width by more than two times and therefore qualifies under the eligibility standard described in the PBRs code.

### 3 Geologic hazard area buffers.

The subject parcel contains mapped steep slopes areas with areas with slopes forty (40) percent or greater and with a vertical relief of ten (10) feet or more, which are not comprised of consolidated rock not suited for development. The applicant's proposed conservation easement will preserve an area that exceeds twice the required 100-foot Geologic hazard area buffers.

#### c. Bonus System

### 5 Category "B," "C" and "D" wetland:

The subject parcel contains a mapped category D small, ponded wetland as mapped on Island County GeoMap, which was verified during the site visit.

### 5 Public Priority:

The subject parcel contains critical aquifer recharge areas identified as having high susceptibility to groundwater contamination. The applicant's proposed conservation easement will protect and preserve these sensitive areas.

### 3 Surface water quality buffer areas:

The applicant's proposed conservation easement will preserve an area that exceeds twice the required 75 feet. buffer width for perennial streams.

### 5 Conservation/historic easement in perpetuity:

The applicant proposes to enter into a conservation easement agreement to ensure the permanent protection of the conservation values of the Property.

5 Properties adjacent to a public or current use classified land:

The subject parcels are located adjacent to one (1) neighboring parcel to the northeast<sup>19</sup>, which is privately owned and participating in a current use taxation program under chapter 84.33 or 84.34 RCW (Designated Forest Program).

Qualifying acres: 10.80 of the total 12.63 acres.

TOTAL: 39 out of 57 Points = 80% reductions in taxes.

Parcel C - R32809-080-4470:

a. Bonus System

5 Public Priority:

The subject parcel contains critical aquifer recharge areas identified as having high susceptibility to groundwater contamination. The applicant's proposed conservation easement will protect and preserve these sensitive areas.

5 Conservation/historic easement in perpetuity:

The applicant proposes to enter into a conservation easement agreement to ensure the permanent protection of the conservation values of the Property.

Qualifying acres: 24.22 of the total 24.30 acres.

TOTAL: 10 out of 57 Points = 20% reductions in taxes

Parcel D - R32809-080-3280:

a. High Priority Resource – 5 Points Each

5 Significant fish and wildlife habitat conservation areas, species and habitats of local importance, category A and B wetlands and special plant sites:

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<sup>19</sup> Parcel No. R32809-182-3280

The subject parcel contains a continuation of the perennial stream, as mapped on Island County GeoMap and shown on the applicant's conservation easement site map. The applicant's proposed conservation easement will preserve an area that exceeds twice the required 75-foot stream buffer required.

b. Medium Priority Resource – 3 Points Each

3 Geologic hazard area buffers.

The subject parcel contains mapped steep slopes areas with areas with slopes forty (40) percent or greater and with a vertical relief of ten (10) feet or more, which are not comprised of consolidated rock not suited for development. The applicant's proposed conservation easement will preserve an area that exceeds twice the required 100-foot Geologic hazard area buffers.

c. Bonus System

5 Category "B," "C" and "D" wetland:

The subject parcel contains a mapped category D small, ponded wetland as mapped on Island County GeoMap, which was verified during the site visit.

5 Public Priority:

The subject parcel contains critical aquifer recharge areas identified as having high susceptibility to groundwater contamination. The applicant's proposed conservation easement will protect and preserve these sensitive areas.

3 Surface water quality buffer areas:

The applicant's proposed conservation easement will preserve an area that exceeds twice the required 75 feet. buffer width for perennial streams.

5 Conservation/historic easement in perpetuity:

The applicant proposes to enter into a conservation easement agreement to ensure the permanent protection of the conservation values of the Property.

5 Properties adjacent to a public or current use classified land:

The subject parcels are located adjacent to one (1) neighboring parcel to the north<sup>20</sup>, which is privately owned and participating in a current use taxation program under chapter 84.33 or 84.34 RCW (Designated Forest Program).

Qualifying acres: 20.88 of the total 29.82 acres.

TOTAL: 31 out of 57 Points = 70% reductions in taxes

Parcel E - R32809-149-4600:

a. Bonus System

5 Public Priority:

The subject parcel contains critical aquifer recharge areas identified as having high susceptibility to groundwater contamination. The applicant's proposed conservation easement will protect and preserve these sensitive areas.

5 Conservation/historic easement in perpetuity:

The applicant proposes to enter into a conservation easement agreement to ensure the permanent protection of the conservation values of the Property.

5 Properties adjacent to a public or current use classified land:

The subject parcels are located adjacent to one (1) neighboring parcel to the east<sup>21</sup>, which is privately owned and participating in a current use taxation program under chapter 84.33 or 84.34 RCW (Designated Forest Program).

Qualifying acres: 9.13 acres

TOTAL: 15 out of 57 Points = 40% reductions in taxes

**D. ADDITIONAL FINDINGS**

Site Visit: On August 11, 2025, Island County staff conducted a site visit with the property owners to confirm site conditions—including the resource inventory described in the submitted application—and to support the assessment analysis in

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<sup>20</sup> Parcel No. R32809-182-3280

<sup>21</sup> Parcel No. R32809-182-3280

determining the properties' qualifications for entry into the PBRs program and the points to be awarded.

Conservation Easement: The applicants ("Grantor") entered into a Grant Deed of Conservation Easement with the Whidbey Camano Land Trust ("Grantee"), signed by both parties on September 30, 2024.<sup>22</sup> This agreement acknowledges that the subject properties possess significant conservation values of great importance to the Grantor, the people of Island County, and the people of the State of Washington.<sup>23</sup> Its purpose is to ensure the preservation of these values, maintain the land primarily in its natural state, and outline specific prohibited and permitted uses on approximately eighty-eight (88) acres of property.<sup>24</sup> Moreover, pursuant to Section 2 of the agreement, the Grantor voluntarily grants and conveys to the Grantee a conservation easement in perpetuity.<sup>25</sup>

## **E. CONCLUSION**

The applicant has demonstrated that each of their five parcels qualifies for entry into Island County's PBRs program, with point totals ranging from ten (10) to thirty-nine (39). This results in a market value reduction of approximately thirty (30) to sixty (60) percent and a combined dedicated open space area of 72.91 acres.

## **F. RECOMMENDATION**

Based on the foregoing Findings of Fact and Conclusion, it is recommended that 400/24 be approved for entry into the PBRs program under the following tax reductions and conditions:

1. 7.88 of the total 11.38 acres of Parcel A (R32809-083-2090), is eligible for a 80% tax reduction.
2. 10.80 of the total 12.63 acres of Parcel B (R32809-086-2410), is eligible for a 80% tax reduction.
3. 24.22 of the total 24.30 acres of Parcel C (R32809-080-4470), is eligible for a 20% tax reduction.
4. 20.88 of the total 29.82 acres of Parcel D (R32809-080-3280), is eligible for a 70% tax reduction.
5. 9.13 acres of Parcel E (R32809-149-4600) is eligible for a 40% tax reduction.
6. Final determinations about exemptions, back taxes, and penalties described in WAC 458-30 and RCW 84.34 shall be made by the Island County Assessor.

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<sup>22</sup> *Id.* at 36-37

<sup>23</sup> *Id.* at 2

<sup>24</sup> *Id.* at 9 *see also* at 1

<sup>25</sup> *Id.* at 7-8

7. No structures shall be erected upon such land except those directly related to, and compatible with, the classified use of the land with prior approval from Island County.
8. There shall be no development or ground disturbing activities on the portion of the site that is classified as open space and received points from PBRS without prior approval from Island County.
9. There shall be no development on the portion of the subject property prior to review and approval of all appropriate land use and building permits. Approval of this application shall not be construed as approval of any structures or facilities.
10. The land shall be used only in accordance with the following additional restrictions:
  - a. **Conservation Easement:** The parcel areas subject to the conservation easement shall adhere to Section 6 regarding permitted uses and activities and shall not engage in any prohibited uses or activities as outlined in Section 7.
11. **Conservation Easement Recording:** The applicant shall record with the Island County Auditor the proposed conservation easement donation agreement between with the Whidbey Camano Land Trust within one (1) year of this land use decisions issuance. A copy of the final recorded easement shall be provided to the Island County Planning Department.
12. **Changes in Use:** If the Property Owner changes the use of the classified land, the Property Owner must notify the County Assessor of the change within sixty (60) days. The Assessor shall then impose an additional tax equal to the difference between the tax paid on current use value and the tax that would have been paid on that land had it not been so classified, payable for the seven (7) years last past, plus interest on this additional tax at the same rate as charged on delinquent property taxes, plus a penalty of twenty (20) percent of the total amount.
13. **Monitoring:** The Planning and Community Development Department shall monitor the property to determine the continuing compliance with all of the conditions under which open space classification was granted and the current uses of the property. Where the Planning and Community Development Department determines that the land is no longer being used for the purpose for which the classification was granted or there has been a change in use, it will report its findings within thirty (30) days to the County Assessor.
14. **Inspections:** Pursuant to 3.40.150.C.1.b the landowners shall allow Island County staff to access sites one (1) time per year, upon written notice, to carry out surface water quality monitoring and wetland monitoring in accordance with sections 17.02B.520 and 17.02B.530.
15. **Annual Affidavit:** Monitoring of lands for continuing eligibility for current use assessment as open space lands shall include an affidavit, to be submitted annually by the landowner, of continuing compliance with the terms and conditions

under which open space classification was granted and the current uses of the property. The requisite form and contents of the affidavit required for monitoring shall be described more fully in the county guidelines implementing this chapter. The failure of the owner to submit the affidavit of compliance shall be grounds for the County to reevaluate the property under the PBRs.

**16. Agreement:** The Property Owner and Island County agree to the terms set forth in the “Open Space Taxation Agreement”.

Enc:

Enclosure A – 400-24\_Gulick\_Site\_MapwAcreage

Enclosure B – 400-24\_Gulick\_Conservation Easement Agreement

Enclosure C – 400-24 Conservation Easement Donation Agreement – Exhibit B Site Map to Agreement

Enclosure D – 400-24 Point Assessment Calculation Sheet

Enclosure E – 400-24 ICGEO Maps



## Gulick Conservation Easement

Baseline Documentation

### Appendix E: Site Map

#### Legend

--- Trails

.... Road

Subject Property

Zones

#### Zone

Field Zone (2.94 ac)

Field Zone (9.13 ac)

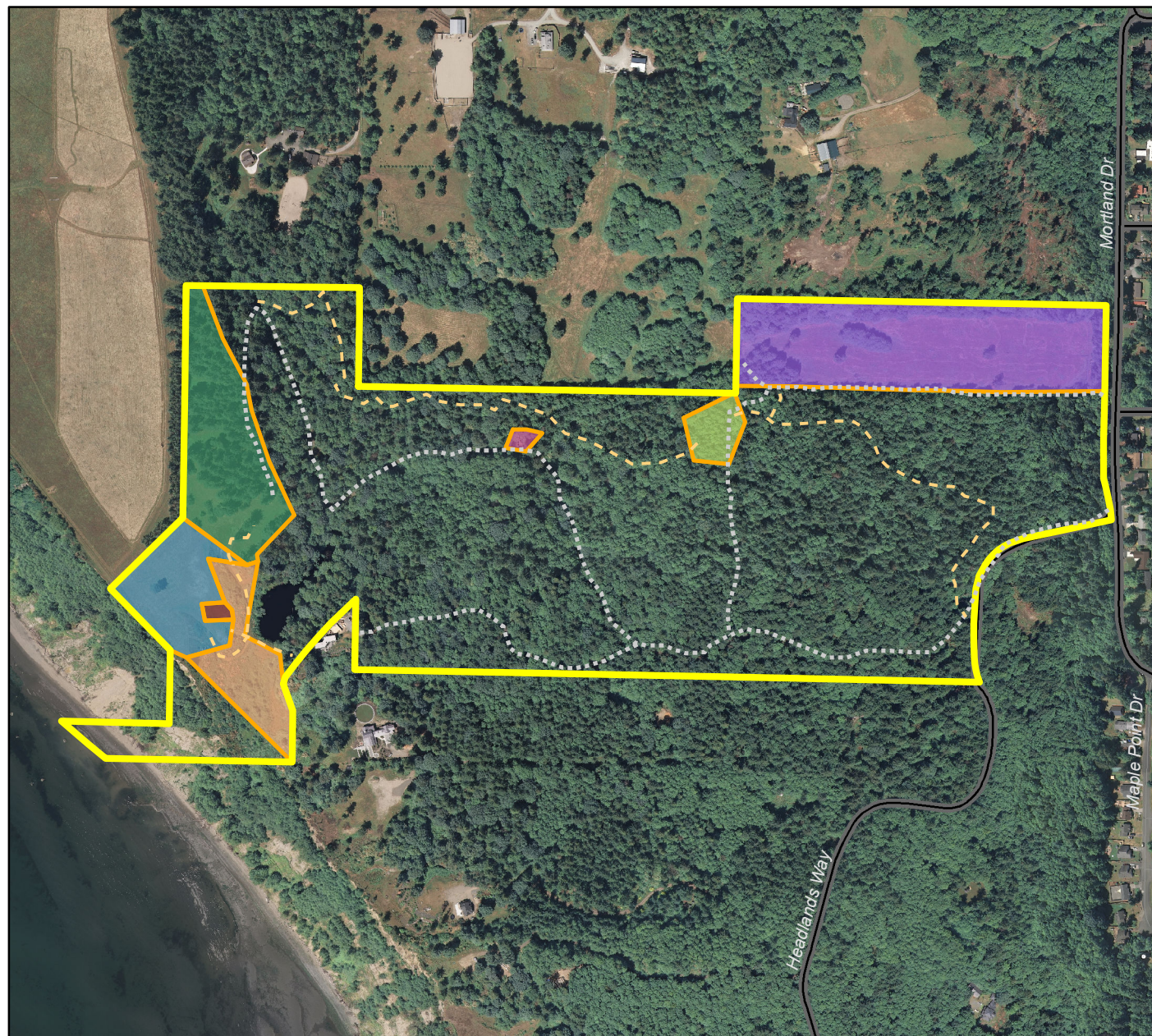
Residence BE (4.98 ac)

Shop BE (0.62 ac)

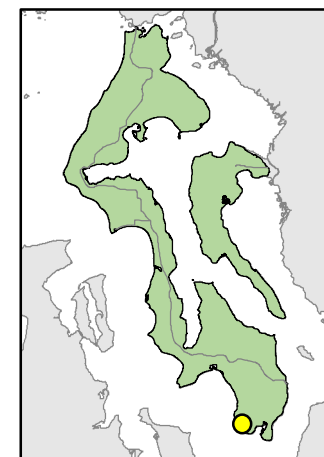
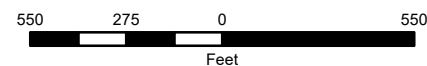
Shrub Zone (2.29 ac)

Solar BE (0.13 ac)

Wellhouse BE (0.15 ac)



Property boundaries are taken from Island County GIS tax parcel maps. These boundaries are approximate and may not match on-the-ground fencelines or actual survey markers.



Date: 11/14/2024



WHEN RECORDED RETURN TO:  
Whidbey Camano Land Trust  
765 Wonn Road, C201  
Greenbank, WA 98253

**GRANT DEED OF CONSERVATION EASEMENT**SLG-41453

**GRANTOR:** Christopher W. Gulick (also taking title as Chris W. Gulick) and Amy C. Gulick

**GRANTEE:** Whidbey Camano Land Trust, a Washington nonprofit corporation

**ABBREVIATED LEGAL DESCRIPTION:** Ptns. of SE  $\frac{1}{4}$ , Ptns. of SW  $\frac{1}{4}$  and Ptn. Gov't. Lot 1 in Sec. 9, T28N, R3E, WM

**ADDITIONAL LEGAL DESCRIPTION:** Exhibit A on Page 38

**ASSESSOR'S TAX PARCEL NUMBERS:** R32809-149-4600, R32809-080-4470, R32809-080-3280, R32809-086-2410, R32809-083-2090

THIS GRANT DEED OF CONSERVATION EASEMENT ("Easement") is made by Christopher W. Gulick and Amy C. Gulick, husband and wife, as to Parcel A; Chris W. Gulick and Amy C. Gulick, husband and wife, as to Parcels B, C, D and E ("Grantor"), in favor of the WHIDBEY CAMANO LAND TRUST, a Washington nonprofit corporation ("Grantee") (collectively "Parties").

**1. RECITALS**

- 1.1.** Grantor is the sole owner in fee simple of that certain real property, inclusive of all standing and down timber, in Island County, Washington, more particularly described in Exhibit A ("Legal Description") and shown on Exhibit B ("Site Map"), which are attached to this instrument and incorporated herein by this reference ("Protected Property"). The Protected Property is approximately eighty-eight (88) acres.

- 1.2. The Protected Property possesses significant conservation values of great importance to Grantor, the people of Island County, and the people of the State of Washington. Specifically, the Protected Property possesses a natural area comprised of native forest, wetlands, pond, stream, feeder bluff shoreline, wildlife habitat, climate resilience, clean air and water quality, and open space values ("Conservation Values").
- 1.3. In furtherance of Section 170(h) of the Internal Revenue Code of 1986, as amended ("Code"), the conservation purposes of this Easement are as follows:
  - 1.3.1. The protection of relatively natural habitat of wildlife, plants, and native ecosystems; and
  - 1.3.2. The preservation of open space pursuant to clearly delineated governmental policies so as to yield a significant public benefit.
- 1.4. The Protected Property lies within the Swede Hill Priority Area ("Priority Area"), identified in Grantee's *Conservation Plan*. The Priority Area is comprised of a large, intact forest area with functional riparian, and wetland systems that provide excellent wildlife habitat. Within the Priority Area, ownerships with large acreages of undeveloped forest are threatened with conversion to development.
- 1.5. The Protected Property contains a significant swath of mature, mixed coniferous and deciduous forest with healthy understory. It also contains a stream, high quality wetlands, a pond, grassland fields, approximately 825 feet of high coastal bluff, and adjacency to tidal flats along Puget Sound. In addition, it contains an area of coastal shrub habitat that provides food, cover, nesting, burrowing, and perching sites for many species of wildlife. The topography includes moderately sloping hills with several ravines. The diversity of high-quality habitat types found on the Protected Property creates abundant edge effect for native wildlife.
- 1.6. Intact coastal forest is important for many species of birds and other wildlife, providing habitat corridors from the shoreline to interior forest and wetlands. The Protected Property provides habitat for bald eagles, ospreys, cormorants, red-headed mergansers, pigeon guillemots, a variety of owls and gulls, and great blue herons, among many other bird species.
- 1.7. As of the Effective Date of the Easement, as defined in Section 15.1, the residential structures on the Protected Property are more than 500 feet from the edge of the coastal bluff, providing an ample buffer that allows for the natural

erosion of the feeder bluffs and serves as the primary sources of sediment that replenishes and maintains the beaches below. Natural bluff erosion is critical for the health and vitality of the nearshore marine habitat, benefitting salmon and other marine life.

- 1.8.** The Protected Property contains streams that provide inputs of nutrients and organic matter to Possession Sound from inland forest and wetlands. Protecting the forest cover and reducing residential development is important for surface water quality, aquifer recharge, and drainage infiltration, and could help reduce the frequency and severity of slope collapse events in this slide prone area. Additionally, the pond benefits water quality by absorbing, filtering contaminants, and regulating the flow of surface water into Puget Sound.
- 1.9.** The Protected Property, as protected through this Grant Deed of Conservation Easement, significantly expands the amount of permanently protected high quality habitat in this portion of Island County. Within a half mile of the Protected Property, the Land Trust holds fee ownership of the 64-acre Indian Point Preserve.
- 1.10.** The protection of the mature forest cover on the Protected Property provides public benefits including protection of fish and wildlife habitat, clean air, clean water, drainage absorption, carbon sequestration, climate resiliency, and other ecological processes.
- 1.11.** The Protected Property is a significant natural area that qualifies as a “. . . relatively natural habitat of fish, wildlife, or plants, or similar ecosystem,” as that phrase is used in Public Law 96-541, 26 U.S. Code § 170(h)(4)(A)(ii), as amended, and in regulations promulgated thereunder. Specifically, the Protected Property hosts a diversified plant community including Douglas fir, western hemlock, western red cedar, big leaf maple, red alder, Sitka spruce, snowberry, huckleberry, salmonberry, Oregon grape, and slough sedge. The Protected Property includes wetlands, streams, bluffs, mature forest, and grassland providing excellent habitat for numerous wildlife species including deer, coyotes, squirrels, chipmunks, bats, bald eagles, a variety of hawks, owls, pileated, hairy and downy woodpeckers, wrens, warblers, flycatchers, vireos, swallows, chickadees, thrushes, sparrows, and finches, as well as numerous amphibians and other native species.
- 1.12.** The Protected Property is desirable property for residential development because of its incredible views of Puget Sound, the Olympic Mountains, and the shipping channel and its proximity to the towns of Langley and Clinton, and the

state ferry terminal at Clinton. It also provides solitude and solace, being heavily forested and located away from State Highway 525. The Protected Property is zoned Rural, Rural Forest, and Rural Agriculture under Island County Code and, in the absence of a conservation easement, could be logged and subdivided to accommodate at least 12 home sites. Such development would significantly degrade the Conservation Values of the Protected Property.

### **1.13. Baseline Documentation Report.**

1.13.1. The Conservation Values are further described and documented in an inventory of relevant features of the Protected Property, dated September 27, 2024, on file at the offices of Grantee and incorporated herein by this reference (“Baseline Documentation”). The Baseline Documentation consists of reports, maps, photographs, and other documentation that provide, collectively, an accurate representation of the Protected Property at the time of this Easement and which is intended to serve as an objective, although non-exclusive, information baseline for monitoring compliance with the terms of this Easement. The Parties acknowledge that the Baseline Documentation is complete and accurate as of the Effective Date of this Easement. The Baseline Documentation may be used to establish that a change in the use or condition of the Protected Property has occurred, but its existence shall not preclude the use of other evidence to establish the condition of the Protected Property as of the Effective Date of this Easement. Grantee may use the Baseline Documentation in enforcing provisions of this Easement, but Grantee is not limited to the use of the Baseline Documentation to show a change in the use or condition of the Protected Property.

1.13.2. Grantor and Grantee acknowledge by their signatures to this Conservation Easement that each has read the Baseline Documentation Report (consisting of seven pages of text and forty-two pages of Appendices, A-H) dated September 27, 2024, 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.

**1.14. Zones.** The Protected Property contains three conservation zones (“Zone” or “Zones”). The Zones are located as shown on Exhibit B, described in the Baseline Documentation, and are as follows.

**1.14.1. Natural Zone.** The “Natural Zone” encompasses 67.99 acres (approximately 77% of the Protected Property) composed of mature forest and a large pond, as more fully described above and in the Baseline Documentation. The Grantor’s and Grantee’s conservation objective is for the forest to achieve late successional forest characteristics. There is an existing dock on the pond located in the Natural Zone, which is described, including its dimensions, in the Baseline Documentation (“Dock”).

**1.14.2. Field Zone.** There are two “Field Zones”, totaling 11.94 acres (approximately 13.6% of the Protected Property), as shown on Exhibit B and as described below and in the Baseline Documentation. Both Field Zones have historically been used for agricultural purposes and open space.

**1.14.2.1.** The first Field Zone comprises 9.13 acres and is located in the northeast corner of the Protected Property. It consists of an open field with trees and shrubs inside its boundaries.

**1.14.2.2.** The second Field Zone comprises 2.81 acres and is located on the west side of the Protected Property along approximately 400 +/- feet of the bluff and adjacent to the south boundary of the envelope containing the residential buildings (“Residence Building Envelope”). It consists of an open field with some shrub-covered slopes and few isolated, mature trees.

**1.14.3. Coastal Shrub Zone.** Immediately south of the Field Zone described in 1.14.2.2, along the top of the coastal high bluff, is the Coastal Shrub Zone, comprising 2.29 acres as shown on Exhibit B.

**1.15.** In addition to the Zones described Section 1.14, the Protected Property also includes four building envelopes together encompassing approximately 6.08 acres (“Building Envelopes”) (approximately 6.9% of the Protected Property), as legally described in Exhibit A and shown on Exhibit B. The Building Envelopes are further described in the Baseline Documentation and are as follows.

**1.15.1.** The Residence Building Envelope comprises approximately 4.98 acres and contains the existing single-family residence (“Residence”), an accessory dwelling unit, and detached garage (together “Residential Structures”).

- 1.15.2. The "Shop Building Envelope" comprises approximately 0.82 acres and contains the existing large shop that, as of the Effective Date of this Easement, houses a blacksmith business approved by Island County ("Shop").
- 1.15.3. The "Solar Array Building Envelope" comprises approximately 0.13 acres and contains the existing solar panel array, which serves the Protected Property.
- 1.15.4. The "Wellhouse Building Envelope" comprises approximately 0.15 acres and contains the existing well house ("Wellhouse").
- 1.16.** All oil, gas and mineral rights 500 feet or more below the surface of the property were reserved by Gordon R. Erickson and Virginia B. Erickson, as recorded on October 28, 1970, under Auditor's File No. 235601 (affects Parcel A, as described in Exhibit A). Grantee obtained a determination of Mineral Remoteness, which concluded, "the probability of mining or oil and gas wells occurring on the property is so remote as to be negligible." This determination is found in Exhibit C ("Mineral Remoteness Determination") which is attached to this instrument and incorporated herein by this reference.
- 1.17.** A 60-foot-wide driveway access easement that benefits a neighboring parcel, Island County Parcel Number R32809-036-2540, splits-off from the main driveway on the Property and traverses through the Natural Zone, as depicted in Exhibit B. As of the Effective Date of this Easement, the driveway access easement contains six (6) cleared pull-outs, which are further described in the Baseline Documentation Report. These existing pull-outs may not be further expanded, and no new pull-outs are permitted under this Easement.
- 1.18.** As of the Effective Date of this Easement, the corner of a deck and a fenced portion of a septic drain field easement are encroaching onto the Protected Property from neighboring parcel R32809-036-2540, as further described in the Baseline Documentation Report. The fence and the area of the Protected Property inside of the fence may continue to be maintained by the neighboring landowner as landscaped area, but the fenced and/or landscaped area may not increase in size. The overhanging corner of the deck may be maintained but not expanded.
- 1.19.** Grantor intends that the Conservation Values be preserved and maintained by the continuation of current land uses on the Protected Property and by

restricting new uses to those that will not significantly impair or interfere with those Conservation Values.

- 1.20. The legislatively declared policies of the State of Washington in the Washington State Open Space Tax Act, Chapter 84.34 Revised Code of Washington ("RCW") (hereafter "Open Space Act"), provide "it is in the best interest of the state to maintain, preserve, conserve, and otherwise continue in existence adequate open space lands for the production of food, fiber and forest crops, and to assure the use and enjoyment of natural resources and scenic beauty for the economic and social well-being of the state and its citizens." Under the Open Space Tax Act, lands eligible for preferential real property tax treatment include lands such as the Protected Property where preservation will conserve and enhance natural resources and promote conservation of wildlife habitat. Pursuant to this legislative directive, Island County has adopted an Open Space Tax Program, Ordinance No. 340 that recognizes the importance of and provides preferential tax treatment for the following resources that occur on the Protected Property: rural forest land and wildlife habitat conservation areas.
- 1.21. Grantor, owner in fee of the Protected Property, has the right to protect and preserve in perpetuity the Conservation Values and desires to transfer such rights to Grantee. This grant, however, shall not be interpreted to deprive Grantor of the ability to also protect and preserve such Conservation Values.
- 1.22. Grantee is a publicly supported, tax-exempt nonprofit organization, qualified under Sections 501(c)(3) and 170(h) of the Code, and the regulations promulgated thereunder, and also qualified as a nonprofit nature conservancy corporation under Chapter 64.04.130 and 84.34.250 RCW, whose mission is to actively involve the community in protecting, restoring, and appreciating the important natural habitats and resource lands that support the diversity of life on Whidbey and Camano Islands and its surrounding waters in Puget Sound. Grantee has the resources to monitor and enforce the restrictions set forth in this instrument.
- 1.23. Grantee agrees, by accepting this grant, to honor the intentions of Grantor stated herein and to preserve and protect in perpetuity the Conservation Values for the benefit of this generation and generations to come.

## **2. CONVEYANCE AND CONSIDERATION.**

- 2.1. For the reasons stated above, and in consideration of the mutual covenants, terms, conditions and restrictions contained herein, Grantor hereby voluntarily

grants and conveys to Grantee a conservation easement in perpetuity in, on, over, under, and across the Protected Property, consisting of the rights in the Protected Property, hereinafter enumerated, subject only to the restrictions set forth herein and subject to the Permitted Exceptions in Exhibit D, attached hereto and by this reference made a part hereof.

- 2.2. Grantor hereby affirms, by its initials below, that there are no existing leases, rentals or other agreements ("Exceptions") affecting the Protected Property including, but not limited to, any agreements for forestry or residential purposes, except as specifically disclosed in the preliminary title report obtained by Grantee or in writing to Grantee prior to the Effective Date of this Easement ("Permitted Exceptions"). Grantor further affirms that any such Exceptions, that are not Permitted Exceptions, are subordinated to this Easement and do not require any action or inaction inconsistent with the Purpose and terms of this Easement.

AG  
Grantor's Initials

CG  
Grantor's Initials

- 2.3. This Grant Deed of Conservation Easement is a conveyance of an interest in real property under the provisions of RCW 64.04.130 and RCW 84.34.210, and is made as an absolute, unconditional, unqualified, and completed gift subject only to the mutual covenants and terms, conditions, and restrictions hereinafter set forth, and for no other consideration whatsoever.
- 2.4. Grantor intends, and Grantee agrees, that this Easement runs in perpetuity with the Protected Property and is binding upon Grantor, any party with a legal or beneficial interest in Grantor, any party acting on behalf of or through Grantor, and any party succeeding Grantor's interest in the Protected Property.
- 2.5. The Parties intend that this Easement shall not merge into the fee interest of the Protected Property if at any future date there is unity of title. Grantee agrees to take such reasonable actions as may be necessary to prevent any merger of this Easement with the fee interest in the Protected Property, so long as such actions are consistent with the Purpose of this Easement. The foregoing shall not be interpreted to require any particular action of Grantee, including, but not limited to, Grantee's conveyance of the fee interest in the Protected Property or this Easement to a third party, if other actions are sufficient to preclude such merger or if Grantee can otherwise effectively fulfill its obligations under this Easement if merger occurs.

3. **PURPOSE.** The Purpose of this Easement ("Purpose") is to:
  - 3.1. Preserve the Conservation Values of the Protected Property by protecting, conserving, maintaining, and enhancing the diverse and healthy native forest, wetlands, pond, stream, feeder bluff shoreline, wildlife habitat, climate resilience, clean air and water quality, and open space values, being a condition in which impervious surfaces, including structures and roads, cover no more than four percent (4%) of the Protected Property; and
  - 3.2. Ensure the Protected Property remains primarily in mature forest cover, largely free of structures and other improvements; and
  - 3.3. Preclude the use of any development rights from the Protected Property on any other property; and
  - 3.4. Prevent any use of the Protected Property that will significantly impair or interfere with the Conservation Values.
4. **RIGHTS CONVEYED TO GRANTEE.** To accomplish the Purpose of this Easement, the following rights are conveyed to Grantee by this Easement:
  - 4.1. **Protection.** To protect and preserve in perpetuity and to enhance by mutual agreement the Conservation Values and to determine, in the reasonable exercise of its discretion, the consistency of any activity or use for which no express provision is made herein with the Purpose of this Easement.
  - 4.2. **Access.**
    - 4.2.1. To enter upon the Protected Property annually, at a mutually agreeable time and upon prior written notice to Grantor, for the purpose of making a general inspection to assure compliance with this Easement.
    - 4.2.2. To enter upon the Protected Property at such other times as are necessary if there is reason to believe that a violation of this Easement is occurring, has occurred, or is likely to occur, for the purposes of enforcing the provisions of this Easement.
    - 4.2.3. To enter upon the Protected Property to exercise any other rights given to Grantee under this Easement.

- 4.3. **Markers.** To place and replace, during the inspections authorized above, small markers to identify boundaries, corners, and other reference points on the Protected Property. Grantor shall not remove such markers without notice to and consent of Grantee, as provided in Section 8.
- 4.4. **Enforcement.** To enforce the terms of this Easement in accordance with Section 9.
- 4.5. **Assignment.** To assign, convey, or otherwise transfer Grantee's interest in the Protected Property in accordance with Section 13.
- 4.6. **Development Rights.** All development rights, *except* as reserved in Section 6, that are now or hereafter allocated to, implied, reserved, or inherent in the Protected Property; and Grantor and Grantee agree that such rights are prohibited and shall not be used on or transferred to any other property not within the Protected Property or used for the purpose of calculating permissible lot yield of the Protected Property or any other property.
5. **COMPLIANCE WITH APPLICABLE LAWS.** Grantor and Grantee shall comply with all statutes, laws, ordinances, rules, regulations, codes, orders, guidelines, or other restrictions, or requirements applicable to the Protected Property that have been enacted or otherwise promulgated by any federal, state, county, municipal, or other governmental or quasi-governmental agency, board, bureau, commission, court, department, panel, or other official body (whether legislative, administrative, or judicial), or by any competent official of any of the foregoing ("Applicable Law"), including, but not limited to, those relating to pollution or the protection of human health or the environment.
6. **PERMITTED USES AND ACTIVITIES.**
  - 6.1. **General.** Grantor reserves for Grantor and Grantor's personal representatives, heirs, successors, and assigns, all customary rights and privileges of ownership of the Protected Property, including, but not limited to, the right to sell, lease, and devise the Protected Property, and any use of, or activity on, the Protected Property that is not inconsistent with the Purpose and terms of this Easement and that is not prohibited herein. Without limiting the generality of the foregoing, Grantor specifically reserves for Grantor and Grantor's personal representatives, heirs, successors, and assigns, the following uses and activities, *provided* that such uses, and activities are conducted in a manner that is consistent with the Purpose of this Easement.

**6.2. Impervious Surfaces.** The total area of impervious surfaces allowed within the Protected Property shall not exceed four percent (4.0%) of the Protected Property ("Impervious Surfaces"). As used herein, "Impervious Surfaces" means hard surface areas that either prevent or retard the entry of water into the soil mantle as under natural conditions before development or that cause water to run off the surface in greater quantities or at an increased rate of flow from the flow present under natural conditions before development. Impervious Surfaces include, but are not limited to, areas that are paved or made of packed or oiled earthen materials, gravel, or other surfaces that similarly impede the natural infiltration of surface and storm water, *provided*, however, that pedestrian trails, as described in Section 6.19, shall not count against this total impervious surface limit.

**6.3. Residential Use.**

6.3.1. **Residence.** Grantor retains the right to permanent residential use of the existing single-family residence, accessory dwelling unit, and reasonably appurtenant structures and improvements within the Residence Building Envelope, as defined in Section 1.15.1. Grantor may engage in, and allow others to engage in permitted residential uses and activities and enhance, maintain, enlarge, repair and replace one single-family residence ("Residence") and other structures and/or improvements reasonably appurtenant to the Residence, including but not limited to driveway, fencing, garage, sheds, and accessory dwelling unit in the Residence Building Envelope, *provided* that such activities are carried out in compliance with the Purpose and terms of this Easement, including the Impervious Surface limitations of Section 6.2, and Building Envelopes requirements provided for in Section 7.

6.3.2. **Shop.** Grantor retains the right to permanent use of the existing shop as an auxiliary structure, along with reasonably appurtenant existing structures and improvements to the Shop, within the Shop Building Envelope, as defined in Section 1.15.2. Grantor may engage in, and allow others to engage in permitted use and activities and enhance, maintain, repair and replace the Shop and existing appurtenant structures to the Shop, provided that such enhancement, maintenance, repair, and replacement occurs substantially within the existing footprint, and such activities are carried out in compliance with the Purpose and terms of this Easement, including the Impervious Surface limitations of Section 6.2, and Building Envelopes requirements provided for in Section 7.

- 6.3.3. **Well House.** Grantor retains the right to permanent use of the Well House as a well house servicing the Residential Structures and the Shop and containing portions of the Water System (as hereinafter defined), along with reasonably appurtenant structures and improvements, within the Wellhouse Building Envelope, as defined in Section 1.15.4. Grantor may enhance, maintain, repair and replace the Well House and improvements reasonably appurtenant to the Well House, provided that such enhancement, maintenance, repair and replacement occurs within the Wellhouse Building Envelope, and such activities are carried out in compliance with the Purpose and terms of this Easement, including the Impervious Surfaces limitation in Section 6.2, and Building Envelopes requirements provided for in Section 7.
- 6.4. **Alternative Energy Production.** Grantor retains the right to install, build, construct, maintain, replace, and use improvements for the small-scale production of power from alternative sources of energy within the Solar Array Building Envelope, as defined in Section 1.15.3, or within the Residence Building Envelope, provided that such improvements do not exceed 35 feet in height, and provided such improvements are exclusively for generating power for the Permitted Uses on the Protected Property, *except* Grantor may sell or transfer any excess power generated to lawful entities such as a public utility, community solar project or other similar entity authorized by law to acquire such excess power and provided further that such activities are carried out in compliance with the Purpose and terms of this Easement, including the Impervious Surfaces limitation of Section 6.2, and the Building Envelopes requirements in Section 7.
- 6.5. **Commercial Home Occupancy.** Grantor may use the Residential Structures for any lawful “home-occupancy” commercial use, *provided* that said use occurs wholly within the Residential Structures and does not result in more than a negligible increase in the frequency, amount, and/or character of traffic to and from the Protected Property.
- 6.6. **Home Industry.** Grantor may use the Shop as a lawful “home-industry” use, *provided* that said use occurs wholly within the Shop and does not result in more than a negligible increase in the frequency, amount, and/or character of traffic to and from the Protected Property.
- 6.7. **Structures.** Within the Building Envelopes, and as otherwise permitted and limited in this Easement, Grantor may install, build, construct, expand, enlarge, maintain, repair, replace, or decommission buildings, structures, and other improvements associated with Grantor’s retained development rights, *provided*

that such improvements are: (a) reasonably and exclusively related to permitted residential uses or home industry; (b) consistent with the Impervious Surfaces limitation described in Section 6.2; and (c) are otherwise consistent with the Purpose and terms of this Easement.

**6.8. Fences and Gates.** Grantor may construct and maintain fences and gates on the Protected Property outside of the Building Envelopes *provided* that the design and location do not cause a material adverse impact on the Conservation Values, and that all permanent fences are constructed in such manner as to provide safe passage for wildlife. Notwithstanding the foregoing, this section shall not be interpreted to prevent temporary pest exclusion fences for the protection of native plantings and restoration areas.

**6.9. Pond Maintenance.** The existing earthen dam located along the boundary between the Natural Zone and the Shrub Zone ("Earthen Dam") creates the existing pond in the Natural Zone ("Pond"), which substantially contributes to, and adds diversity to, the overall Conservation Values of the Protected Property. The Pond and the Earthen Dam may be maintained and repaired subject to all applicable permitting, but not enlarged or relocated. Such maintenance and repair of the Earthen Dam may include removing trees and other vegetation in the Natural Zone, the growth of which may compromise the condition or integrity of the Earthen Dam. Maintenance of the Pond may include removal of trees that have fallen into the Pond. The existing Dock located on the Pond may be maintained, restored, or replaced but not enlarged or relocated.

**6.10. Stewardship Activities and Stewardship Plan.** Grantor may engage in, and allow others to engage in, any activity to monitor, protect, maintain, and improve the Conservation Values of the Protected Property, including, but not limited to, native plant, forest, and wildlife habitat restoration, enhancement, and management ("Stewardship Activities"), with prior notice to and approval by Grantee or pursuant to a stewardship plan prepared by Grantor and approved by Grantee ("Stewardship Plan"). All Stewardship Activities shall be carried out in compliance with the Purpose and terms of this Easement and, if existing, the approved Stewardship Plan.

**6.10.1.** Grantor may conduct restoration activities on the Protected Property pursuant to the Stewardship Plan. Should Grantor cause the Field Zone to be reforested, then upon completion of restoration activities, as prescribed in the Stewardship Plan, the Field Zone shall not be returned to field use, and shall become voided and incorporated into the Natural Zone. Restored areas shall be managed according to the Stewardship Plan

for the benefit of wildlife and forest or prairie ecosystem, and compatible human uses.

**6.11. Event Use.** Grantor may engage in limited, non-commercial event use of the Field Zone described Section 1.14.2.2, including weddings, reunions or other social gatherings, provided that such activities are conducted in a manner and intensity that does not adversely impact the Conservation Values. Event or party tents, including commercial tents, may be erected for temporary use of less than three days as part of the above permitted event uses. Vehicles associated with event use may be parked within the Residence Building Envelope.

**6.12. Field Zone Stewardship.** Grantor may engage in, and allow others to engage in, Field Zone Stewardship Use (as defined below) within the Field Zone, as further provided for and limited in this Section 6 and in Section 7.

6.12.1. As used herein, "Field Zone Stewardship Uses" shall mean the mowing, planting and management of non-commercial gardens, fruit trees or vines, hay, apiary, seed for restoration purposes, and other Stewardship Activities that are not expressly prohibited or otherwise limited under this Easement. Grantor may maintain the Field Zones through mowing and other means of field vegetation management.

6.12.2. Within the Field Zone Grantor may construct, install, maintain, repair, replace, or decommission minor improvements, including: (a) fences; (b) trellises, ditches, culverts, buried irrigation lines; and (c) a total of one enclosed improvement, with said improvement no larger than two hundred (200) square feet in size and twenty (20) feet in height, such as a pole barn or garden shed ("Minor Field Zone Improvements") *provided* that such Minor Field Zone Improvements are related to the Field Zone Stewardship Uses defined in Section 6.12.1, are subject to the Impervious Surfaces limitation described in Section 6.2, and are carried out in compliance with the Purpose and terms of this Easement.

6.12.3. All Field Zone Stewardship Activities shall be carried out in accordance with all applicable laws and in compliance with the Purpose and terms of this Easement. Grantor retains discretion over the specific character and content of the management decisions and practices relating to Field Zone Stewardship Uses, *except* as limited by this Easement.

- 6.13. Roads.** Grantor retains the right to maintain and improve existing roads, as identified in the Baseline Documentation ("Existing Roads"). All Existing Roads are subject to the Impervious Surfaces limitation in Section 6.2.
- 6.14. Utilities.** Utility systems necessary to serve the Building Envelopes, including, without limitation, water, sewer or septic and drainfield, power, fuel, and communication lines, are permitted on, under and through the Protected Property, but shall serve the permitted Residential, Shop and Field Zone Stewardship Uses and activities exclusively, *provided* said septic or sewer improvements are located within or as close as possible to the Building Envelopes and existing permitted structures. In the installation and maintenance of utilities, Grantor shall minimize above-ground disturbance in the Natural Zone.
- 6.15. Removal of Noxious and/or Invasive Species.** Grantor may, but is not obligated under this Easement to, remove noxious or invasive plant species on the Protected Property, *provided* that:
- 6.15.1. Such activities shall not cause an adverse impact to the Conservation Values;
  - 6.15.2. All debris from such activities shall be disposed of in accordance with state and local laws in a manner that prevents spread of the noxious or invasive species; and
  - 6.15.3. Periodic control of noxious or invasive plant species by use of domestic animals, such as goats, shall be allowed, *provided* that such use is for short durations.
- 6.16. Removal of Hazardous Trees or Limbs.** Grantor may remove hazardous trees or limbs as it deems necessary in the reasonable exercise of its discretion. As used in this subparagraph, "hazardous" means imminent threat to human life or property. Grantor may use hazard trees for firewood for personal use.
- 6.17. Harvesting Native Plants.** Grantor may gather, pick, take, or harvest native plants and fungi (or portions thereof) for noncommercial use, *provided* that such activities are conducted in a manner and intensity that do not adversely impact the Conservation Values (the foregoing shall not be interpreted to allow harvesting of trees, *except* as permitted in Sections 6.9 and 6.16).

- 6.18. Recreational and Educational Uses.** Grantor may conduct non-commercial, low-impact recreational and educational uses and activities, such as hiking and birdwatching, on the Protected Property, *provided* that such uses and activities are conducted in a manner and intensity that do not adversely impact the Conservation Values.
- 6.19. Trails.** As of the Effective Date of this Easement, the Protected Property contains pedestrian trails, as identified in the Baseline Documentation, for personal use by Grantor and guests. Grantor may maintain existing trails without approval of Grantee and may create and maintain additional trails on the Property with prior notice to and approval by Grantee, *provided* said trails do not have impervious surfaces, are not wider than three feet, avoid existing trees with DBH of four inches or greater, do not adversely impact, diminish, or compromise the Conservation Values, and are otherwise consistent with the Purpose and terms of this Easement.
- 6.20. Signs.** Grantor may place signs on the Protected Property to advertise for sale or rent, state the conditions of access to the Protected Property, identify the resident, or identify any permitted business uses and/or activities on the Protected Property, *provided* that such signs are no larger than six (6) square feet in size and located to minimize adverse impacts on the Conservation Values.
- 6.21. Off-Road Vehicles.** Grantor may only use all-terrain vehicles ("ATVs") or other types of off-road motorized vehicles, including tractors, for management of the Protected Property and/or in furtherance of activities permitted under this Section 6, *provided* that such use is conducted in a manner and intensity that does not adversely impact the Conservation Values.
- 6.22. Emergencies.** Grantor may undertake other activities necessary to protect human health or safety, or that are actively required by and subject to compulsion of any governmental agency with authority to require such activity ("Emergency Action"), however, that Grantor shall first reasonably attempt to notify Grantee prior to taking such action. Any Emergency Action shall be conducted so that adverse impacts on the Conservation Values are reasonably limited.

## **7. PROHIBITED USES AND ACTIVITIES.**

- 7.1. General.** Any use of, or activity on, the Protected Property inconsistent with the Purpose and terms of this Easement is prohibited, and Grantor acknowledges and agrees that it will not conduct, engage in, or permit any such use or activity.

Without limiting the generality of the foregoing, the following uses of, or activities on, the Protected Property, although not an exhaustive list of inconsistent uses or activities, are inconsistent with the Purpose of this Easement and shall be prohibited, *except* as expressly provided in Section 6.

- 7.2. Subdivision.** This Easement prohibits the legal or “de facto” division or subdivision of the Protected Property, which shall include, but not be limited to, any subdivision, short subdivision, platting, binding site plan, testamentary division, or other process by which the Protected Property is divided into lots or in which title to different portions of the Protected Property are held by different owners. This prohibition shall not be interpreted to preclude any lot line correction, within the Protected Property, to correct land survey issues. Grantor shall also not indirectly subdivide all or any part of the Protected Property through the allocation of property rights among partners, shareholders, or members of an entity, the creation of a horizontal property regime, leasing, partitioning among tenants in common, or any other means.

Pursuant to Internal Revenue Service Notice 2023-30, Grantor and Grantee agree that boundary line adjustments to the real property subject to the restrictions may be made only pursuant to a judicial proceeding to resolve a bona fide dispute regarding a boundary line’s location.

**7.3. Structures.**

- 7.3.1. Building Envelopes.** Grantor shall not install, build, or construct buildings, structures, or other improvements outside the Building Envelopes, *except* as expressly provided in Sections 6 and 7.
- 7.3.2. Construction.** This Easement prohibits the placement, building, installation, construction or maintenance of any buildings, structures, or other improvements of any kind (including, without limitation, pipelines, wells, septic systems, fences, roads, parking lots, cellular phone towers, storage tanks, and trails), *except* as expressly provided in Section 6.
- 7.3.3. Residential Use.** This Easement prohibits residential use in any structure or improvement located outside of the Residence Building Envelope. The Shop shall not be used for residential purposes, including but not limited to long-term overnight sleeping facilities.

- 7.4. Livestock.** This Easement prohibits the keeping of livestock on the Protected Property, *except* as expressly permitted in Section 6.15.3. For purposes of this Easement, the term “livestock” shall mean any type of animal raised, fed, and/or

bred in a farm or ranch environment, including, but not limited to, cattle, horses and other equine species, sheep, goats, pigs, lamas, alpacas, and similar species, rabbits, mink and other species of fur-bearing animals, and chickens, turkeys, and other species of fowl.

- 7.5. Removal of Trees and Other Vegetation.** This Easement prohibits the pruning, topping, cutting down, uprooting, girdling, or other destruction or removal of live trees and other vegetation located in the Natural Zone, *except* as expressly provided in Section 6. Notwithstanding the foregoing, the existing cleared areas within the Natural Zone of the Protected Property, including the pull-outs along the driveway easement as described in Section 1.17, and the area within the neighbor's drain field fence line as described in Section 1.18, may be maintained in the condition described in the Baseline Documentation Report, but may not be expanded.
- 7.6. Alteration of Land.** This Easement prohibits the alteration of the surface of the land, including, without limitation, the excavation, fill or removal of soil, sand, gravel, rock, stone, aggregate, peat, or sod, *except* as expressly provided in Section 6, *except* in furtherance of a use or activity expressly provided in Section 6 (such as, for example, improving soils for approved stewardship uses), *except* as deemed necessary by Grantee to preserve or protect the Conservation Values. The exceptions listed in this Section 7.6 shall not be interpreted to permit any extraction or removal of surface materials inconsistent with Section 170(h)(5) of the Code and the applicable Treasury Regulations.
- 7.7. Erosion or Water Pollution.** This Easement prohibits any use or activity that causes or is likely to cause significant soil degradation or erosion or significant pollution of any surface or subsurface waters.
- 7.8. Alteration of Water Courses.** This Easement prohibits the draining, filling, dredging, ditching, or diking of wetland areas, the alteration or manipulation of ponds and water courses, or the human-made creation of new wetlands, water impoundments, or water courses, *except* for Pond Maintenance as described in Section 6.9, or as otherwise expressly permitted in Section 6.
- 7.9. Release, Disposal or Storage.** This Easement prohibits the disposal, storage, or Release (as Release is defined in Section 10.4) of Hazardous Substances (as defined in Section 10.4); the disposal or storage of any kind of material, including but not limited to, rubbish, garbage, debris (including construction, and other types of materials); or other unsightly or offensive waste, equipment or material on the Protected Property; provided, however, that Grantor may store branches,

chipped wood and other mulches to be used for approved Stewardship Activities and Field Stewardship Uses hereunder.

- 7.10. Signs.** This Easement prohibits the construction or placement of commercial signs, billboards, or other advertising material on the Protected Property, *except* as expressly provided in Section 6.
  
- 7.11. Mining.** This Easement prohibits: (a) exploring for or (b) developing, extracting, removing, drilling for, storing, saving, transporting, treating, processing, marketing, or otherwise utilizing, by any means ("Mine" and "Mining"), oil, gas, coal, lignite, hydrocarbons, limestone, geothermal resources, fossils, metals, ores, sand, gravel, rock, stone, aggregate, peat, clays, marl, earth, soil, and other minerals ("Mineral Resources") on or below the surface of the Protected Property. The terms "Mine" and "Mining" shall include the treatment, processing, storage, transport, and other handling of effluent, tailings, and other waste or byproducts created or produced during the Mining of Mineral Resources.
  
- 7.12. Wildlife Disruption.** This Easement prohibits the intentional disruption of wildlife breeding, foraging, refuge, resting and nesting activities, *except* if such disturbance occurs unavoidably in the course of a use or activity expressly provided in Section 6.
  
- 7.13. Hunting, Trapping, and Pest Control.** Grantor may engage in hunting or trapping to the extent necessary to preserve, enhance or protect the Protected Property's Conservation Values, *provided* that such activities are carried out in compliance with the Purpose and terms of this Easement and in compliance with applicable laws. This includes the control of feral domestic mammals, deer, rabbits, non-native birds and individuals from the family Muridae of the order Rodentia (old world rats and mice), if done in a manner so as not to adversely impact other native plants and animals.
  
- 7.14. Noxious and Invasive Species.** This Easement prohibits the intentional introduction of known noxious or invasive plant species on the Protected Property.
  
- 7.15. Commercial Harvesting of Native Plants.** This Easement prohibits the gathering, picking, taking, or harvesting (collectively "gathering") of native plants and fungi for commercial uses, including whole plants or fungi or the commercial gathering of boughs or seeds, berries, fruits, nuts, or other edible portions of plants or fungi.

- 7.16. Herbicides or Pesticides.** This Easement prohibits the use of any herbicides or pesticides outside of the Building Envelopes on the Protected Property, *except* as deemed necessary by Grantee to preserve, protect or enhance the Conservation Values, and *except* as may be expressly provided for in an approved Stewardship Plan pursuant to Section 6.10, which may allow the use of certain herbicides and pesticides as may be necessary for approved stewardship or restoration uses hereunder.
- 7.17. Vehicles and Heavy Equipment.** This Easement prohibits the operation of on-road vehicles, including but not limited to cars and trucks; off-road vehicles, including but not limited to motorcycles, all-terrain vehicles, snow mobiles; heavy equipment, including but not limited to bulldozers, backhoes, power shovels; *except* in furtherance of an activity expressly provided for in Section 6. On-road vehicles may be used on a limited basis to transport disabled individuals, including, if applicable, Grantor and Grantor's guests, around the Protected Property, including into the Field Zone described in 1.14.2.2.
- 7.18. Commercial Recreational Use.** This Easement prohibits all commercial recreational uses and activities. This provision shall be interpreted to comply with Code Section 2031(c)(8)(B)'s requirement to prohibit "more than a *de minimis* use for a commercial recreational activity."
- 7.19. Transfer of Development Rights.** This Easement prohibits: (a) the transfer of any development right, that is now or hereafter allocated to, implied, reserved, or inherent in the Protected Property ("Development Rights") to any other property; and (b) the use of the Protected Property or the Development Rights for the purpose of calculating the permissible lot yield of any property that is not within the Protected Property or that includes property that is not within the Protected Property.
- 7.20. Transfer of Water Rights.** This Easement prohibits the transfer of any water or water rights that are now or hereafter allocated to, implied, reserved, permitted, or inherent in the Protected Property to any other property not within the Protected Property. The foregoing shall not be interpreted to preclude Grantor from terminating any contract under which Grantor has or may obtain water for the Protected Property from other property. The foregoing also shall not be interpreted to modify or limit the benefits and burdens accruing to the Protected Property or the owner of the Protected Property under the Declaration of Easement & Covenants Providing for Road & Utility Maintenance and Repair and Water System Covenants recorded by the Grantor's predecessor, Erickson Ranch

Family Limited Partnership, on November 20, 1998 under Island County Auditor's File Number 98025375, including, without limitation, the right to convey or sell water from the Water System described therein ("Water System") in the manner described therein.

**7.21. Commercial and Industrial Activities.** *Except* as permitted in Section 6, including Sections 6.5 and 6.6, this Easement prohibits any commercial, manufacturing, or industrial trade, business, use, or activity, including, but not limited to, agricultural-related activities; forestry-related activities; warehouses or other facilities for shipping or storage; automobile or other vehicle sales or storage; airports; concrete batch plants; processing or refining of sand, gravel, metals, chemicals, or any other materials; mills; slaughter houses or other facilities for processing livestock or other animals; fur farms; kennels or other facilities for boarding animals; fish farms or other aquaculture facilities; hunting or fishing leases; race tracks, golf courses, sports fields or arenas, or any other facility for entertainment or recreational use or activity; and the retail sale of any item that is not produced or created on the Protected Property.

**7.22. "Commercial" Defined.** The term "commercial" for the purposes of this Easement shall mean any use or activity engaged in with the intent to obtain money and/or any other item of economic value in exchange for any product or service produced by such use or activity, or that results in the receipt of money and/or any other item of economic value from the exchange of any product or service produced by such use or activity, notwithstanding the absence of any profit from such use or activity.

## **8. NOTICE AND APPROVAL.**

**8.1. Grantor Notice.** Grantor shall notify Grantee prior to undertaking any use of the Protected Property that may significantly impair or interfere with the Conservation Values of the Protected Property. Without limiting the generality of the foregoing notice requirement, Grantor shall specifically notify Grantee prior to undertaking certain permitted activities as expressly required herein to afford Grantee an adequate opportunity to ensure that the use or activity in question is designed and carried out in a manner consistent with the Purpose and terms of this Easement. Whenever notice is required, Grantor shall notify Grantee in writing not fewer than thirty (30) days prior to the date Grantor intends to undertake the use or activity in question. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit Grantee to make an informed judgment as to its consistency with the Purpose and terms of this Easement;

such notice shall not be considered to have been given unless it contains the foregoing information. Notwithstanding the foregoing, in the case of an emergency, where a more rapid response from Grantee is required, in which case Grantor's notice shall describe the reasonable shorter period for Grantee's response and the reasons why such shorter response period is necessary.

**8.2. Grantee Approval.** Where Grantee's approval is expressly required above, Grantee shall grant or withhold its approval, which approval or denial must be in writing within twenty-five (25) days of receipt of Grantor's written request for approval, except in cases of emergency when a shorter response period is necessary as described in Section 8.1 above. Grantee's approval may be withheld only upon a reasonable determination by Grantee that the action as proposed would be inconsistent with the Purpose and terms of this Easement and would diminish or compromise the perpetual protection of the Conservation Values. Grantee's approval may include reasonable conditions that must be satisfied in undertaking the proposed use or activity.

**8.3. Grantee's Failure to Approve Within the Required Time.** Grantee's failure to respond to such a request within the twenty-five (25) day period shall be deemed a constructive denial. Because a constructive denial is not a decision by Grantee based on the merits of Grantor's request, it is not final or binding on Grantee, and Grantor may resubmit the same or a similar request for approval.

**8.4. Requirements for Notices**

8.4.1. *Except as may be otherwise expressly provided for herein, any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be: (a) in writing; (b) either (i) delivered in person, (ii) sent by certified United States mail (postage prepaid and with return receipt requested), (iii) by Federal Express or other reputable "overnight" service, provided that the sender requests next-business-day delivery, or (iv) sent by electronic transmission, provided that the sender obtains a receipt providing proof of delivery; and (c) addressed as follows:*

To Grantor: Chris and Amy Gulick  
3373 Rain Shadow Place  
Clinton, WA 98236

With copy to: Chris and Amy Gulick  
P.O. Box 1009  
Clinton, WA 98236

To Grantee: Whidbey Camano Land Trust  
Stewardship Director  
765 Wonn Road, C201  
Greenbank, WA 98253

or to such other address as either party from time to time shall designate by written notices to the other. Each party shall provide the other with its effective email address at Closing.

8.4.2 Except as may be otherwise expressly provided for herein, (a) if such notice is delivered in person, it shall be deemed given immediately upon delivery or refusal of delivery or receipt; (b) if such notice is by email, it shall be deemed given immediately, provided that notice is given concurrently by another permitted means as provided in Section 8.4.1 above; if such notice is sent by certified mail, it shall be deemed given on the earlier of (i) the date of first attempted delivery; or (ii) the third day after being deposited in the mail; and (c) if such notice is sent by Federal Express or other reputable "overnight" service, it shall be deemed given on the next business day after being deposited with the delivery service.

8.4.3 Where notice to Grantor of entry upon the Protected Property by Grantee is required under this Easement, Grantee may notify any of the persons constituting Grantor or any appropriate agent of Grantor by telephone, electronic or other mail, or in person prior to such entry provided that such notice is concurrently transmitted by one of the other permitted means of giving notice.

## **9. GRANTEE'S REMEDIES.**

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

- 9.2. Grantor's Failure to Respond.** Grantee may bring an action as provided in Section 9.3 if Grantor:
- 9.2.1. Fails to cure the violation within thirty (30) days after receipt of notice thereof from Grantee;
  - 9.2.2. Under circumstances where the violation cannot reasonably be cured within the thirty (30) day period, fails to begin curing such violation within the thirty (30) day period; or
  - 9.2.3. Fails to continue diligently to cure such violation until finally cured.
- 9.3. Grantee's Action and Damages.** Grantee may bring action at law or in equity, or both, in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation, *ex parte* as necessary and as allowed under the applicable civil rules, by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Easement or injury to any of the Conservation Values protected by this Easement, including damages for the loss of the Conservation Values; and to require the restoration of the Protected Property to the condition that existed prior to any such injury. Without limiting Grantor's liability therefore, Grantee, in its sole and absolute discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Protected Property.
- 9.4. Immediate Action Required.** If Grantee, in its sole and absolute discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values, Grantee may pursue its remedies under this Section 9 without prior notice to Grantor or without waiting for the period provided for cure to expire.
- 9.5. Nature of Remedy.** Grantee's rights under this Section 9 apply equally in the event of either actual or threatened violations of the terms of this Easement. Grantor agrees that Grantee's remedies at law for any violation of the terms of this Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in this Section 9 both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this Section 9 shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity. The

provisions of Section 9.6 shall not be interpreted to preclude Grantee from obtaining injunctive relief.

- 9.6. Measure of Damages.** Inasmuch as the actual damages to the Conservation Values of the Protected Property that could result from a breach of this Easement by Grantor would be impractical or extremely difficult to measure, the Parties agree that the money damages Grantee is entitled to recover for diminution of the Conservation Values that result from Grantor's violation of this Conservation Easement shall be the following:

9.6.1. With respect to the construction of any improvement prohibited by this Easement that is not subsequently removed and the Protected Property restored to its previous condition within a reasonable amount of time, damages shall be an amount equal to the greater of (a) the actual cost of such improvement, or (b) the increase in the fair market value of the Protected Property or of any other real property owned by Grantor attributable to such improvement; and

9.6.2. With respect to any use or activity prohibited by this Easement, whether or not involving the construction or maintenance of an improvement, an amount equal to any economic gain realized by the Grantor and/or any other party, commencing from the date of breach (other than the increase in the value of the Protected Property as measured by damages described in Section 9.6.1 above); provided, however, that if timber is harvested or logs are removed in violation of the terms of this Easement, the amount determined under this Section 9.6.2 shall be equal to three times the greater of (a) the actual sales price realized upon disposition of such harvested timber or logs, or (b) the current commercial market price of such harvested timber or logs as of the date of breach.

- 9.7. Costs of Enforcement.** In the event Grantor or Grantee finds it necessary to bring an action at law or other proceeding against the other party to enforce or interpret any of the terms, covenants, or conditions of this Easement, the prevailing party in any such action or proceeding shall be paid all costs and reasonable attorneys' and consultants' fees (whether incurred at the trial, appellate, or administrative level) by the other party and all such costs and attorneys' and consultants' fees shall be included in any judgment secured by such prevailing party.

- 9.8. Grantee's Discretion.** Enforcement of the terms of this Easement shall be at the discretion of Grantee, and any forbearance by Grantee to exercise its rights

under this Easement in the event of any breach of any term of this Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantors shall impair such right or remedy or be construed as a waiver.

- 9.9. Assistance of Legal Counsel/Waiver.** Each Party acknowledges that it has carefully reviewed this Easement and has consulted with and been advised by legal counsel of its terms and requirements.
- 9.10. Acts Beyond Grantor's Control.** Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor to abate, correct, or restore any condition on the Protected Property or to recover damages for any injury to or change in the Protected Property resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement, from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Protected Property resulting from such causes, or from acts of trespassers that Grantor could not reasonably have anticipated or prevented. In the event the terms of this Easement are violated by acts of trespassers that Grantor could not reasonably have anticipated or prevented, Grantor agrees, at Grantee's option and expense, to join in any suit, to assign Grantor's right of action to Grantee, or to appoint Grantee its attorney-in-fact, for the purpose of pursuing enforcement action against the responsible Parties.
- 9.11. Compliance Certificates.** Upon request by Grantor, Grantee shall within thirty (30) days execute and deliver to Grantor any document, including an estoppel certificate that certifies, to the best of Grantee's knowledge, Grantor's compliance or lack thereof with any obligation of Grantor contained in this Easement and otherwise evidences the status of this Easement as requested by Grantor. Such certification shall be limited to the condition of the Protected Property as of Grantee's most recent inspection. If Grantor requests more current documentation, Grantee shall conduct an inspection, at Grantor's expense, within thirty (30) days of receipt of Grantor's written request and payment therefore.
- 9.12. Waiver of Certain Defenses.** Each Party hereby waives the right to assert any present or future claims against the other, or defenses to the enforcement of this Easement based upon any theory or doctrine of laches, estoppel, adverse possession or prescription.

- 9.13. Limitation on Damages and Actions.** Notwithstanding any other provision of this Easement, Grantee shall have no right of action for damages, specific performance, or other remedy pertaining to any condition existing prior to the Effective Date.

**10. COSTS, LIABILITIES, ENVIRONMENTAL COMPLIANCE.**

- 10.1. Liabilities and Insurance.** Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Protected Property, including the maintenance of adequate comprehensive general liability insurance coverage. Grantor remains solely responsible for obtaining any applicable governmental permits and approvals for any construction or other activity or use permitted by this Easement, and all such construction or other activity or use shall be undertaken in accordance with all applicable federal, state, and local laws, regulations, and requirements. Grantor shall keep the Protected Property free of any liens arising out of any work performed for, material furnished to, or obligations incurred by Grantor, unless such liens are expressly subordinate to this Easement. Notwithstanding the foregoing, Grantee shall be solely responsible for providing insurance covering Grantee's liability arising from its entry upon the Protected Property as permitted hereunder or otherwise arising from the exercise of its rights and responsibilities hereunder.
- 10.2. Taxes.** Grantor shall pay before delinquency all taxes, assessments, fees, charges of whatever description levied on or assessed against the Protected Property by competent authority (collectively "taxes"), including any taxes imposed upon, or incurred as a result of, this Easement, and shall furnish Grantee with satisfactory evidence of payment upon request. Grantee is authorized, but in no event obligated, to make or advance any payment of taxes, upon three (3) days prior written notice to Grantor, in accordance with any bill, statement, or estimate procured from the appropriate authority, without inquiry into the validity of the taxes or the accuracy of the bill, statement, or estimate, and the obligation created by such payment shall bear interest until paid by Grantor at the maximum rate allowed by law.
- 10.3.** Grantor represents and warrants as of the date of its execution of the Easement that, to Grantor's actual knowledge and without duty of investigation, except as disclosed in writing by Grantor to Grantee:

10.3.1. There are no apparent or latent defects in, on, or under the Property;

- 10.3.2. The Property is in full compliance with all federal, state, and local laws, regulations, and requirements applicable to the Property and its use, including, but not limited to, building codes and health, safety, environmental, zoning, and land use laws;
- 10.3.3. There has been no Release (as defined in Section 10.4 below) of Hazardous Substances, in, on, under, or from the Property prior to Grantor's date of execution of the Easement;
- 10.3.4. There are not now any underground storage tanks located on the Property, whether presently in service or closed, abandoned, or decommissioned, and no underground storage tanks have been removed from the Property in a manner not in compliance with applicable federal, state, and local laws, regulations, and requirements;
- 10.3.5. There is no pending or threatened litigation affecting, involving, or relating to the Property or any portion thereof; and
- 10.3.6. No civil or criminal proceedings or investigations have been instigated at any time or are now pending, and no notices, claims, demands, or orders have been received, arising out of any violation or alleged violation of, or failure to comply with, any federal, state, or local law, regulation, or requirement applicable to the Property or its use, nor do there exist any facts or circumstances that Grantor might reasonably expect to form the basis for any such proceedings, investigations, notices, claims, demands, or orders.

**10.4. Hazardous Substances and Release.** For the purpose of this Easement, "Hazardous Substance" shall include pollutants or substances defined as "hazardous waste," "hazardous substances," "hazardous materials," "pollutants," "contaminants," or "toxic substances" in the Comprehensive Environmental Response Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. Section 9601 et seq., as amended by the Superfund Amendments and Reauthorization Act of 1986 (PL 99-499); the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801 et seq.; the Toxic Substance Control Act, 15 U.S.C. Section 2601 et seq.; the Resource Conservation and Recovery Act of 1976, as amended, 42 U.S.C. Section 6901 et seq.; the Clean Water Act, 33 U.S.C. Section 1251 et seq., the Washington State Environmental Policy Act, RCW 43.21 et seq.; the Water Pollution Control Act, RCW 90.48.010 et seq.; the Hazardous Waste Management Statute, RCW 70.105 et seq.; the Toxic Substance Control Act, RCW 70.105B et seq.; and the Model Toxics Control Act, RCW 70.105C et seq.; and in

the rules or regulations adopted and guidelines promulgated pursuant to said laws, and, to the extent not otherwise included in the foregoing, petroleum products and petroleum byproducts; polychlorinated biphenyls; chlorinated solvents; and asbestos and products containing asbestos. For the purpose of this Agreement, "Release" shall mean releasing, spilling, leaking, pumping, pouring, flooding, emitting, emptying, discharging, injecting, escaping, leaching, disposing, or dumping.

- 10.5. Remediation.** If, at any time, there occurs, or has occurred, a Release in, on, or about the Protected Property of a Hazardous Substance, Grantor agrees to take all steps necessary under applicable law to assure its containment and remediation, including any cleanup that may be required under applicable law, unless the Release was caused solely by Grantee, in which case Grantee shall be responsible for remediation.
- 10.6. Control.** Nothing in this Easement shall be construed as giving rise, in the absence of a judicial decree, to any right or ability in Grantee to exercise physical or managerial control over the day-to-day operations of the Protected Property, or any of Grantor's activities on the Protected Property, or otherwise to become an operator with respect to the Protected Property within the meaning of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA") or the Model Toxics Control Act, as amended ("MTCA").
- 10.7. Grantor's Indemnification.** Grantor shall hold harmless, indemnify, and defend Grantee and its members, directors, officers, employees, agents, and contractors (collectively "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorneys' and consultants' fees arising from or in any way connected with injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Protected Property to the extent arising from Grantor's negligent or intentional acts or omissions and that is not a consequence of any action or omission of any of the Indemnified Parties on or about the Protected Property.
- 10.8. Grantee's Indemnification.** Grantee shall hold harmless, indemnify, and defend Grantor and Grantor's heirs, personal representatives, successors, and assigns (collectively "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorneys' and consultants'

fees, arising from or in any way connected with injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Protected Property that is a consequence of Grantee's actions or omissions or the actions or omissions of Grantee's members, directors, officers, employees, agents, or contractors on or about the Protected Property.

## **11. EXTINGUISHMENT, CONDEMNATION, SUBSEQUENT TRANSFER.**

- 11.1. Extinguishment.** Pursuant to Internal Revenue Service Notice 2023-30, Grantor and Grantee agree that, if a subsequent unexpected change in the conditions surrounding the property that is the subject of a donation of the perpetual conservation restriction renders impossible or impractical the continued use of the property for conservation purposes, the conservation purpose can nonetheless be treated as protected in perpetuity if (1) the restrictions are extinguished by judicial proceeding and (2) all of Grantee's portion of the proceeds (as determined below) from a subsequent sale or exchange of the property are used by the Grantee in a manner consistent with the conservation purposes of the original contribution.
- 11.2. Determination of Proceeds.** Grantor and Grantee agree that the donation of the perpetual conservation restriction gives rise to a property right, immediately vested in Grantee, with a fair market value that is at least equal to the proportionate value that the perpetual conservation restriction, at the time of the gift, bears to the fair market value of the property as a whole at that time. The proportionate value of Grantee's property rights remains constant such that if a subsequent sale, exchange, or involuntary conversion of the subject property occurs, Grantee is entitled to a portion of the proceeds at least equal to that proportionate value of the perpetual conservation restriction, unless state law provides that the Grantor is entitled to the full proceeds from the conversion without regard to the terms of the prior perpetual conservation restriction.
- 11.3. Condemnation.** If this Easement is taken, in whole or in part, by the exercise of the power of eminent domain, Grantee shall be entitled to compensation in accordance with applicable law. If all or part of the Protected Property is taken by the exercise of the power of eminent domain by public, corporate, or other authority so as to abrogate the restrictions imposed by this Easement, Grantor and Grantee shall cooperate in appropriate action(s) at the time of such taking to recover the full value of the taking and all incidental or direct damages resulting from the taking, it being expressly agreed that this Easement constitutes a compensable property right. The reasonable expenses of each party incurred in

connection with such action(s) shall first be deducted from the total proceeds, and the remaining proceeds shall be divided consistent with the provisions of this Easement, based on the respective values of the interests of Grantor and Grantee, calculated in accordance with the valuation provisions set out above in this Easement.

**11.4. Subsequent Transfers.** Grantor agrees: (1) to incorporate by express reference the terms of this Easement in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Protected Property, including without limitation, a leasehold interest, and (2) to describe this Easement in and append it to, any executory contract for the transfer of any interest in the Protected Property. Grantor further agrees to give written notice to Grantee of the transfer of any interest at least thirty (30) days prior to the date of such transfer. Such notice to Grantee shall include the name, address, and telephone number of the prospective transferee or such transferee's representative. The failure of Grantor to perform any act required by this Section 11.4 shall not impair the validity of this Easement or limit its enforceability in any way.

**12. AMENDMENT.** Grantee and Grantor may amend this Easement to enhance the Property's Conservation Values or add real property subject to the restrictions set forth in this grant deed of conservation easement to the Protected Property by an amended deed of easement, provided that no amendment shall (i) affect this Easement's perpetual duration, (ii) permit development, improvements, or uses prohibited by this Easement on its Effective Date, (iii) conflict with or be contrary to or inconsistent with the conservation Purpose of this Easement, (iv) reduce the protection of the Conservation Values, (v) affect the qualification of this Easement as a "qualified conservation contribution" or "interest in land," (vi) affect the status of Grantee as a "qualified organization" or "eligible donee," or (vii) create an impermissible private benefit or private inurement in violation of federal tax law. No amendment shall be effective unless documented in a notarized writing executed by Grantee and Grantor and recorded in the real property records of Island County.

**13. ASSIGNMENT.**

**13.1. Assignment.** This Easement is transferable, but Grantee may assign its rights and obligations under this Easement only to an organization that is a qualified organization at the time of transfer under Section 170(h) of the Code (or any successor provision then applicable), and the applicable regulations promulgated thereunder, and authorized to acquire and hold conservation easements under

RCW 64.04.130 or RCW 84.34.250 (or any successor provision then applicable). As a condition of such transfer, Grantee shall require that the Purpose of this Easement continue to be carried out by the transferee. Grantee shall notify Grantor in writing, at Grantor's last known address, in advance of such assignment. The failure of Grantee to give such notice shall not affect the validity of such assignment nor shall it impair the validity of this Easement or limit its enforceability in any way.

- 13.2. Succession.** If at any time it becomes impossible for Grantee to ensure compliance with the covenants contained herein and Grantee has not named a successor organization, or Grantee shall cease to exist, then its rights and duties hereunder shall become vested and fall upon such other entity, with purposes similar to the Whidbey Camano Land Trust, constituting a "qualified organization" within the meaning of the Code (or corresponding provision of any future statute) and authorized to acquire and hold conservation easements under RCW 64.04.130 or RCW 84.34.250 (or any successor provision then applicable); *provided* that if such vesting in the entity named above is deemed to be void under the Rule Against Perpetuities, the rights and obligations under this Easement shall vest in such organization as a court of competent jurisdiction shall direct, pursuant to the applicable Washington law and the Code (or corresponding provision of any future statute) and with due regard to the Purpose and terms of this Easement.

**14. RECORDATION.**

- 14.1.** Grantee shall record this instrument in a timely fashion in the official records of Island County, Washington, and in any other appropriate jurisdictions, and may re-record it at any time as may be required to preserve its rights in this Easement.
- 14.2.** Grantee is authorized to record or file from time-to-time any and all notices or instruments that may be appropriate to ensuring the perpetual enforceability of this Easement, and Grantor agrees to execute, acknowledge, and/or deliver (as applicable) any and all such notices or instruments upon reasonable request from Grantee to do so.

**15. GENERAL PROVISIONS.**

- 15.1. Effective Date.** The Effective Date of this Easement shall be the date on which this Easement is recorded.

**15.2. Controlling Law.** The interpretation and performance of this Easement shall be governed by the laws of the State of Washington.

**15.3. Liberal Construction.** Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the Purpose of this Easement and the policy and purpose of RCW 64.04.130 and Chapter 84.34 RCW. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the Purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

**15.4. Interpretation.**

15.4.1. The Parties may mutually agree to an interpretation of any ambiguous term of this Easement or to a determination of whether a particular use or activity is consistent with the Purpose of this Easement. The Parties may, furthermore, memorialize such interpretation or determination in writing and shall then append such writing to Grantee's permanent records that pertain to this Easement. The Parties shall then have the right to rely on such interpretation or determination for all future conduct.

15.4.2. In this Easement, personal pronouns shall be construed as though of the gender and number required by the context, the singular including the plural, the plural including the singular, and each gender including other genders, all as may be required by the context and in a manner that provides the greatest protection for the Conservation Values. Wherever in this 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.

15.4.3. The Parties acknowledge and agree that each has negotiated and reviewed the terms of this Agreement, assisted by such legal and tax counsel as they desired, and has contributed to its revisions. The Parties further agree that the rule of construction that any ambiguities are resolved against the drafting party will be subordinated to the principle that the terms and provisions of this Easement will be construed fairly as to the Parties and not in favor of or against any party.

**15.5. Severability.** Except as further provided in this Section 15.5, if any provision of this Easement, or the application thereof to any person or circumstance, is found

to be invalid or unenforceable by any court of competent jurisdiction, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid or unenforceable, as the case may be, shall not be affected thereby. If a provision hereof is determined to be invalid or unenforceable by a court of competent jurisdiction and such provision was an essential part of this Easement, then this instrument shall be reformed by such court to ensure fulfillment of the Purpose and terms hereof and in a manner consistent with applicable law.

- 15.6. Entire Agreement.** This instrument sets forth the entire agreement of the Parties with respect to this Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to this Easement, all of which are merged herein. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment that complies with Section 12.
- 15.7. No Forfeiture.** Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.
- 15.8. "Grantor" - "Grantee".** The terms "Grantor" and "Grantee," wherever used in this instrument, and any pronouns used in the place thereof, shall be held to mean and include, respectively the above-named Grantor and Grantor's personal representatives, heirs, successors, and assigns, and the above-named Grantee and its successors and assigns.
- 15.9. Benefited Parties.** The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the Parties and their respective personal representatives, heirs, successors, and assigns, and shall continue as a servitude running in perpetuity with the Protected Property. No term or provision of this Easement is intended to be, or shall be, for the benefit of any person, firm, organization, or corporation not a party to this Easement, and no such other person, firm, organization, or corporation shall have any right or cause of action hereunder.
- 15.10. Termination of Rights and Obligations.** A party's rights and obligations under this Easement terminate upon transfer of the party's interest in this Easement or Protected Property, *except* that liability for acts or omissions occurring prior to transfer shall survive transfer.
- 15.11. Captions.** The captions in this instrument have been inserted solely for convenience and ease of reference and are not a part of this instrument and

shall have no effect upon construction or interpretation.

**15.12. Counterparts.** The Parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both Parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

**15.13. Joint Obligation.** The obligations imposed by this Easement upon Grantor shall be joint and several.

**15.14. Authority.** The individuals signing below, if signing on behalf of any entity, represent and warrant that they have the requisite authority to bind the entity on whose behalf they are signing.

**15.15. Subsequent Liens on Property.** No provision of this Easement is to be construed as impairing the ability of Grantor to use the Protected Property as collateral for any loan, *provided* that any lien created thereby shall be subordinate to this Easement.

**15.16. No Public Rights Conveyed Through Easement.** No right of access by the general public to any portion of the Protected Property is conveyed by this Easement.

**15.17. Recitals.** Each recital set forth above is fully incorporated into this Easement.

**16. SCHEDULE OF EXHIBITS.**

**Exhibit A.** Legal Description.

**Exhibit B.** Site Map.

**Exhibit C.** Mineral Remoteness Determination.

**Exhibit D.** Permitted Exceptions.

SIGNATURE PAGES FOLLOW

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

IN WITNESS WHEREOF, the undersigned Grantor has executed this instrument this 30 day of September 2024.

Christopher W. Gulick

Christopher W. Gulick, Grantor  
(aka Chris W. Gulick)

Amy C. Gulick

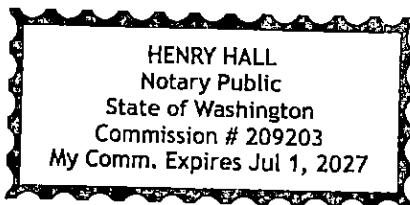
Amy C. Gulick, Grantor

STATE OF WASHINGTON )

COUNTY OF Island ) ss.

On this 30<sup>th</sup> day of September 2024, before me, the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn, personally appeared Christopher W. Gulick (aka Chris W. Gulick) and Amy C. Gulick known to me to be the individuals described in and who executed the foregoing instrument, and acknowledged to me that they signed said instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.



Henry Hall

NOTARY PUBLIC in and for the State of Washington,  
residing at Greenbank

Print Name: Henry Hall

My commission expires 07-01-2027

ADDITIONAL SIGNATURE PAGE FOLLOWS

THE WHIDBEY CAMANO LAND TRUST does hereby accept the above Grant Deed of Conservation Easement.

Dated: September 30, 2024

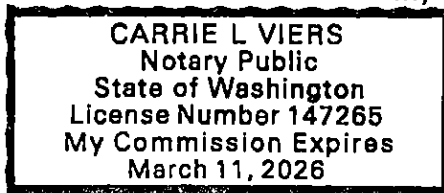
By [Signature]  
Name: Ryan Elting  
Its: Executive Director

STATE OF WASHINGTON )  
COUNTY OF Island ) ss.

On this 30 day of September, 2024, before me personally appeared RYAN ELTING, to me known to be the EXECUTIVE DIRECTOR of the WHIDBEY CAMANO LAND TRUST, a Washington nonprofit corporation, that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said corporation.

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

[Signature]  
NOTARY PUBLIC in and for the State of Washington,  
residing at Clinton, WA  
Print Name: Carrie L. Viers  
My commission expires 3-11-2026



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## **EXHIBIT A: LEGAL DESCRIPTION**

**PROPERTY:** Includes Parcels A, B, C, D, and E as described below.

**Parcel A (R32809-149-4600):**

The South Half of the South Half of the Northeast Quarter of the Southeast Quarter of Section 9, Township 28 North, Range 3 East of the Willamette Meridian;

*EXCEPT* roads;

*ALSO, EXCEPT* that portion conveyed to Island County by deed recorded February 8, 1916, under Auditor's File No. 15607.

Situate in the County of Island, State of Washington.

**Parcel B (R32809-080-4470):**

That portion of the Southeast Quarter of the Southeast Quarter of Section 9, Township 28 North, Range 3 East of the Willamette Meridian, lying Westerly of County Road known as Mortland Drive;

*EXCEPT* the South Half of the South Half thereof.

Situate in the County of Island, State of Washington.

**Parcel C (R32809-080-3280):**

The Southwest Quarter of the Southeast Quarter of Section 9, Township 28 North, Range 3 East of the Willamette Meridian;

*EXCEPT* the South Half of the South Half thereof.

Situate in the County of Island, State of Washington.

**Parcel D (R32809-086-2410):**

That portion of the Northeast Quarter of the Southwest Quarter and Government Lot 1 in Section 9, Township 28 North, Range 3 East of the Willamette Meridian, more particularly described as follows:

Commencing at the South Quarter corner of said Section 9;  
thence North 00°14'42" West along the North-South centerline of said Section 9 a distance of 150.01 feet to the true point of beginning;

thence North 89°44'00" West a distance of 215.01 feet;  
 thence South 00°14'42" East a distance of 150.01 feet returning to said South line of the Southwest Quarter;  
 thence North 88°44'00" West along said South line a distance of 645.22 feet, more or less, to the Government meander line;  
 thence North 50°58'21" West along said meander line a distance of 79.87 feet;  
 thence South 89°44'00" East along a line parallel with and 50 feet North of the South line of said Southwest Quarter a distance of 657.05 feet, more or less, to a point 265.01 feet West of the North-South centerline of Section 9;  
 thence North 00°14'42" West a distance of 102.39 feet;  
 thence North 52°04'17" West a distance of 35.05 feet;  
 thence North 07°07'38" West a distance of 52.82 feet;  
 thence North 10°59'05" East a distance of 132.57 feet;  
 thence North 61°17'27" West a distance of 102.25 feet;  
 thence North 20°59'53" West a distance of 257.15 feet;  
 thence North 01°15'56" East a distance of 218.45 feet;  
 thence North 05°36'43" East a distance of 403.36 feet;  
 thence North 00°24'59" East a distance of 291.53 feet;  
 thence North 89°45'18" East a distance of 403.37 feet to said North-South centerline of Section 9;  
 thence South 00°14'42" East along said North-South centerline a distance of 986.51 feet;  
 thence South 43°42'07" West a distance of 128.67 feet;  
 thence South 43°26'44" West a distance of 83.82 feet;  
 thence South 39°12'05" West a distance of 86.06 feet;  
 thence South 36°44'16" West a distance of 68.92 feet;  
 thence South 15°14'07" West a distance of 24.89 feet;  
 thence South 20°53'45" East a distance of 99.19 feet;  
 thence North 61°16'36" East a distance of 244.60 feet to said North-South centerline of Section 9;  
 thence South 00°14'42" East along said North-South centerline a distance of 148.55 feet to the true point of beginning.

*EXCEPT* the following described portion;

Commencing at the South Quarter corner of said Section 9;  
 thence North 00°14'42" West along the North-South centerline of said Section 9 a distance of 150.01 feet to the true point of beginning;  
 thence North 89°44'00" West a distance of 215.01 feet;  
 thence North 00°14'10" West a distance of 30.01 feet;  
 thence North 61°16'36" East a distance of 244.59 feet to the North-South Centerline of said Section 9;

thence South 00°14'42" East along said North-South centerline a distance of 148.55 feet to the true point of beginning.

Situate in the County of Island, State of Washington.

**Parcel E (R32809-083-2090):**

That portion of the Northeast Quarter of the Southwest Quarter and Government Lot 1 in Section 9, Township 28 North, Range 3 East of the Willamette Meridian, more particularly described as follows:

Commencing at the South Quarter corner of said Section 9;  
 thence North 88°44'00" West along the South line of said Southwest Quarter a distance of 860.23 feet, more or less, to the Government meander line;  
 thence North 50°58'21" West along said meander line a distance of 79.87 feet to the true point of beginning;  
 thence continuing along said meander line at the same bearing a distance of 159.72 feet;  
 thence South 89°44'00" East leaving said meander line on a line parallel to the South line of said Southwest Quarter a distance of 400.38 feet;  
 thence North 00°14'42" West a distance of 231.08 feet;  
 thence North 45°14'42" West a distance of 300.00 feet;  
 thence North 44°45'18" East a distance of 355.00 feet;  
 thence North 00°14'42" West a distance of 810.00 feet;  
 thence North 89°45'18" East a distance of 606.42 feet to the North-South centerline of said Section 9;  
 thence South 00°14'42" East along said North-South centerline a distance of 100.00 feet;  
 thence South 89°45'18" West a distance of 403.37 feet;  
 thence South 00°24'59" West a distance of 291.53 feet;  
 thence South 05°36'43" West a distance of 403.36 feet;  
 thence South 01°15'56" West a distance of 218.45 feet;  
 thence South 20°59'53" East a distance of 257.15 feet;  
 thence South 61°17'27" East a distance of 102.25 feet;  
 thence South 10°59'05" West a distance of 132.57 feet;  
 thence South 07°07'38" East a distance of 52.83 feet;  
 thence South 52°04'17" East a distance of 35.05 feet;  
 thence South 00°14'42" East a distance of 102.39 feet to a point 50 feet North of the South line of said Southwest Quarter;  
 thence North 89°44'00" East on a line parallel with and 50 feet North of said South line of said Southwest Quarter a distance of 657.05 feet, more or less, to the Government meander line and the true point of beginning.

Situate in the County of Island, State of Washington.

**SHOP BUILDING ENVELOPE (Building Envelope 1)**

That portion of the Southeast Quarter of the Southeast Quarter and the Southwest Quarter of the Southeast Quarter of Section 9, Township 28 North, Range 3 East, W.M., described as follows:

Commencing at the Northwest corner of the Southwest Quarter of the Southeast Quarter of said Section 9;  
 Thence S88°51'14"E, along the North line of the Southwest Quarter of the Southeast Quarter of said Section 9, for 1315.77 feet to the point of beginning;  
 Thence S20°04'14"E for 108.52 feet;  
 Thence S21°20'37"W for 157.61 feet;  
 Thence N84°13'07"W for 124.01 feet;  
 Thence N12°59'36"W for 151.78 feet;  
 Thence N63°33'19"E for 198.38 feet to the point of beginning.

Situate in Island County, Washington.

**WELLHOUSE BUILDING ENVELOPE (Building Envelope 2)**

That portion of the Southwest Quarter of the Southeast Quarter of Section 9, Township 28 North, Range 3 East, W.M., described as follows:

Commencing at the Northwest corner of the Southwest Quarter of the Southeast Quarter of said Section 9;  
 Thence S88°51'14"E, along the North line of the Southwest Quarter of the Southeast Quarter of said Section 9, for 546.51 feet;  
 Thence S01°08'46"W for 143.62 feet to the point of beginning;  
 Thence N89°18'58"E for 45.85 feet;  
 Thence S76°17'55"E for 57.07 feet;  
 Thence S41°24'38"W for 84.19 feet;  
 Thence N80°54'36"W for 72.82 feet;  
 Thence N22°09'16"E for 69.76 feet to the point of beginning.

Situate in Island County, Washington.

**RESIDENCE BUILDING ENVELOPE (Building Envelope 3)**

That portion of the Southwest Quarter of Section 9, Township 28 North, Range 3 East, W.M., described as follows:

Commencing at the South Quarter corner of said Section 9;  
 Thence N88°42'21"W, along the South line of said Section 9, for 215.01 feet;  
 Thence N45°03'49"W for 512.13 feet;  
 Thence N74°16'45"E for 155.93 feet;  
 Thence N08°17'38"E for 90.75 feet;  
 Thence S85°20'32"W for 78.10 feet;  
 Thence N03°41'50"W for 62.09 feet;  
 Thence N85°31'22"E for 52.92 feet;  
 Thence N21°16'11"W for 163.35 feet;  
 Thence S80°57'31"E for 138.69 feet to the point of beginning;  
 Thence N71°08'07"E for 39.43 feet;  
 Thence N06°13'09"W for 24.40 feet;  
 Thence N43°19'11"E for 191.62 feet;  
 Thence N26°28'37"W for 207.93 feet;  
 Thence N18°11'11"W for 184.45 feet;  
 Thence N10°48'08"W for 96.45 feet;  
 Thence N27°45'23"W for 177.35 feet;  
 Thence N20°15'32"W for 201.46 feet;  
 Thence N89°13'03"W for 63.46 feet;  
 Thence S00°46'57"W for 810.00 feet;  
 Thence S53°31'05"E for 284.91 feet to the point of beginning;

Situate in Island County, Washington.

**SOLAR ARRAY BUILDING ENVELOPE (Building Envelope 4)**

That portion of the Southwest Quarter of Section 9, Township 28 North, Range 3 East, W.M., described as follows:

Commencing at the South Quarter Corner of said Section 9;  
 Thence N88°42'21"W, along the South line of said Section 9, for 215.01 feet;  
 Thence N45°03'49"W for 512.13 feet;  
 Thence N74°16'45"E for 155.93 feet;  
 Thence N08°17'38"E for 90.75 feet to the point of beginning;  
 Thence S86°57'18"W for 98.26 feet;

Thence N11°01'25"W for 61.33 feet;  
 Thence N86°37'11"E for 80.90 feet;  
 Thence S41°59'14"E for 35.96 feet;  
 Thence S08°39'44"E for 33.40 feet to the point of beginning;

Situate in Island County, Washington.

## **COASTAL SHRUB ZONE**

That Portion Of The Sw1/4 Of Section 9, Township 28 North, Range 3 East, W.M.,  
 Described As Follows:

Commencing At The South Quarter Corner Of Said Section 9;  
 Thence N88°42'21"W, Along The South Line Of Said Section 9, For 215.01 Feet To The  
 Point Of Beginning;  
 Thence N45°03'49"W For 512.13 Feet;  
 Thence N74°16'45"E For 155.93 Feet;  
 Thence N08°17'38"E For 90.75 Feet;  
 Thence N08°39'44"W For 33.40 Feet;  
 Thence N41°59'14"W For 35.96 Feet;  
 Thence N21°16'11"W For 163.35 Feet;  
 Thence S80°57'31"E For 138.69 Feet;  
 Thence N71°08'07"E For 39.43 Feet;  
 Thence S10°02'47"W For 263.84 Feet;  
 Thence S63°56'04"E For 144.05 Feet;  
 Thence S04°18'15"E For 76.65 Feet;  
 Thence S16°15'46"W For 24.89 Feet;  
 Thence S19°52'06"E For 99.19 Feet;  
 Thence S00°47'29"W For 30.01 Feet;  
 Thence S00°46'57"W For 150.01 Feet To The Point Of Beginning;

Situate In Island County, Washington.

## **FIELD ZONE 1**

That Portion Of The Ne1/4 Of The Se1/4 Of Section 9, Township 28 North, Range 3 East,  
 W.M., Described As Follows:

Commencing At The Southeast Corner Of The Ne1/4 Of The Se1/4 Of Said Section 9;

Thence N00°56'01"E, Along The East Line Of Said Section 9, For 25.00 Feet To The Point Of Beginning;

Thence N89°52'01"W For 94.37 Feet;

Thence N89°23'05"W For 204.55 Feet;

Thence N88°54'45"W For 216.35 Feet;

Thence N88°36'16"W For 189.75 Feet;

Thence N88°33'45"W For 189.97 Feet;

Thence N87°53'19"W For 214.15 Feet;

Thence N89°21'00"W For 186.72 Feet To The East Line Of The West 20 Feet Of The South Half Of The South Half Of The Ne1/4 Of The Se1/4 Of Said Section 9;

Thence N00°51'30"E For 304.72 Feet To The North Line Of The South Half Of The South Half Of The Ne1/4 Of The Se1/4 Of Said Section 9;

Thence S88°53'28"E, Along Said North Line, For 1296.20 Feet To The East Line Of Said Section 9;

Thence S00°56'01"W, Along Said East Line, For 305.56 Feet To The Point Of Beginning;

Situate In Island County, Washington.

## **FIELD ZONE 2**

That Portion Of The Sw1/4 Of Section 9, Township 28 North, Range 3 East, W.M., Described As Follows:

Commencing At The South Quarter Corner Of Said Section 9;

Thence N88°42'21"W, Along The South Line Of Said Section 9, For 215.01 Feet;

Thence N45°03'49"W For 512.13 Feet To The Point Of Beginning;

Thence N74°16'45"E For 155.93 Feet;

Thence N08°17'38"E For 90.75 Feet;

Thence S86°57'18"W For 98.26 Feet;

Thence N11°01'25"W For 61.33 Feet;

Thence N86°37'11"E For 80.90 Feet;

Thence N21°16'11"W For 163.35 Feet;

Thence S80°57'31"E For 138.69 Feet;

Thence N53°31'05"W For 284.91 Feet;

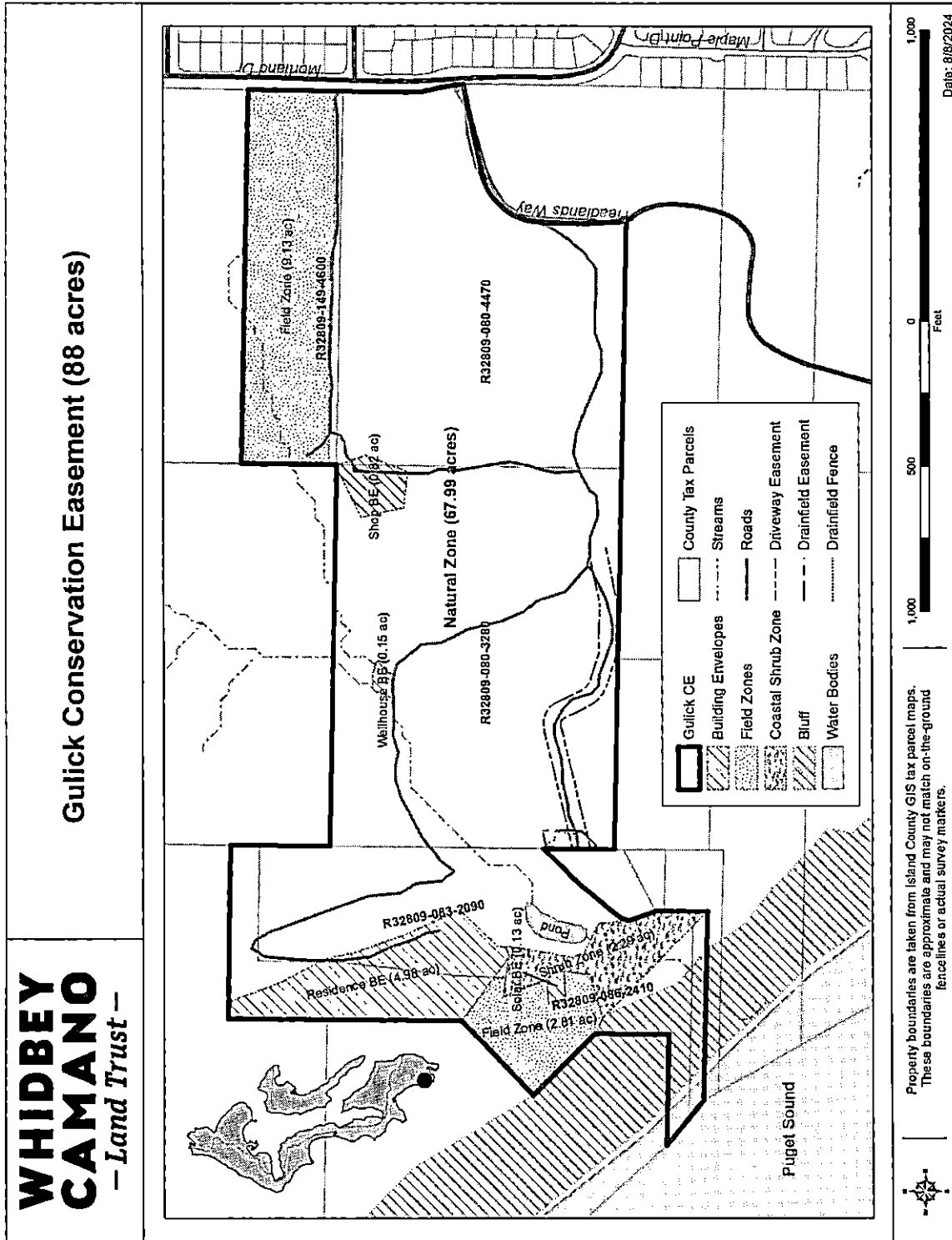
Thence S45°46'57"W For 355.00 Feet;

Thence S44°13'03"E For 300.00 Feet;

Thence S65°04'04"E For 68.90 Feet To The Point Of Beginning;

Situate In Island County, Washington.

EXHIBIT B: SITE MAP



## EXHIBIT C: MINERAL REMOTENESS DETERMINATION

### Stratum Group

P.O. Box 2546, Bellingham, WA 98225  
Phone: (360) 714-9409

June 27, 2019

Mallory Bello  
Whidbey Camano Land Trust  
765 Wonn Road #C-201  
Greenbank, WA 98253

#### Mineral Remoteness Assessment:

Gulick Property  
Island County tax parcel R32809-149-4600.  
Whidbey Island, Washington

Dear Ms. Bello

This letter is to provide you with an opinion regarding the likelihood that viable mineral resources are present at Island County tax parcel R32809-149-4600. The property is located in on the west side of Mortland Drive on Whidbey Island. Oil, gas and mineral rights on the property are reserved; however, the reservation excludes extraction of oil, gas and minerals at depth of less than 500 feet and the holder of the reserve is excluded from disturbing any areas of the property lying within 500 feet of the surface.

Based on my assessment of the geology of the area, it is my opinion that the probability of mining or oil and gas wells occurring on the property is so remote as to be negligible.

### GENERAL GEOLOGY

The *Preliminary Geologic Map of the Maxwellton Quadrangle, Washington* (Diether, Safioles and Minard, 1981) indicates that the property is underlain glacial and non glacial sediments with glacial till at the surface. The glacial sediments include glacial related sediments deposited during multiple glacial episodes where glacial ice advanced and retreated over the area. During intervening non glacial periods alluvial sediments were deposited over the area. These sediments extend to depths greater than 500 feet. Observations I have made in the vicinity of the site are consistent with the geologic map.

The two closest bedrock exposures are over 10 miles away near Everett and the northwest of Olympic Peninsula in the Port Ludlow area. The rocks near Everett are marine sedimentary rocks that are Eocene/Oligocene in age and were deposited prior to the uplift of the Cascades. The bedrock in the Port Ludlow area consists of marine sedimentary rocks and basalts associated with Crescent Terrane from the Olympic Peninsula. Both of these units may extend below the subject property.

Stratum Group

File: 8.28.2017

June 27, 2019  
Island County Parcel R32809-149-4600  
**Mineral Remoteness Assessment**

## ASSESSMENT OF POTENTIAL MINERAL EXTRACTION

### *Glacial and non glacial sediments*

The glacial and non glacial sediments can be potential sources of aggregate sand and gravel. However, the upper 500 feet of the site is excluded from the mineral reserve on the property which essentially excludes any possibility of surface mining for aggregate. It is my opinion that the potential use of the site as an aggregate mine is so remote as to be negligible.

### *Deep Bedrock*

Based on my understanding of the local geology and what limited information is available regarding past explorations (these explorations are private), the potential for oil and gas or other mineral resources at the subject property is very low. The depth to bedrock at the subject property is at such great depth (thousands of feet) that mineral extraction from mining is nearly impossible and no known mineral zones are known in the potential formations. McFarland (1983), Walsh and Lingley (1991) and Johnson and others (1998) summarize interest and exploration of the potential oil and natural gas resources in western Washington. No indications of oil potential have been documented in the vicinity of the subject property and based on the potential underlying bedrock, none is expected.

June 27, 2019  
 Island County Parcel R32809-149-4600  
 Mineral Remoteness Assessment

### CONCLUSION

Based on my familiarity with the geology of the area and potential mineral resources of the area, it is my professional opinion that the potential for mineral extraction at the site is extremely low. The probability of mining or oil and gas wells occurring on the property is so remote as to be negligible.

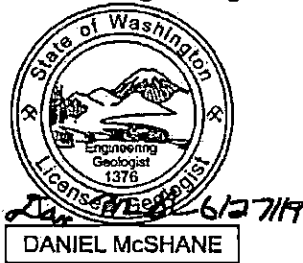
Stratum Group appreciates the opportunity to be of service to you. If you have any questions, please do not hesitate to contact us at (360) 714-9409.

Sincerely,

Stratum Group



Dan McShane, M.Sc., L.E.G.  
 Licensed Engineering Geologist



### References:

- Dethier, D.P., Safioles, S.A., and Minard, J.P., 1981, Preliminary geologic map of the Maxwellton quadrangle, Island County, Washington, US Geological Survey Open File Report OF-82-192.
- Johnson, S. Y., Tennyson, M.E., Lingley, W.S., and Law, B.E., 1998, Petroleum Geology of the State of Washington, U.S. Geological Survey professional paper 1528.
- McFarland, C.R., 1983, Oil and Gas Exploration in Washington 1900-1982, Washington, Washington Division of Geology and Earth Resources, Information Circular 75.
- Walsh, T.J. and Lingley, W.Jr., 1991, Coal Maturation and the Natural Gas Potential of Western and Central Washington, Washington Division of Geology and Earth Resources, Open File Report 91-2.

**EXHIBIT D: PERMITTED EXCEPTIONS TO TITLE**

1. Assessments if any as may be levied for community water system.
2. Assessments if any as may be levied for community road maintenance.
3. Any prohibition of or limitation of use, occupancy or improvement of the land resulting from the rights of the public or riparian owners to use any portion which is now, or has formerly been, covered by water. (Affects Parcels D & E).
4. Rights and easements for commerce, navigation and fisheries. (Affects Parcels D & E).
5. Reservation of oil, gas and mineral rights to Gordon R. Erickson and Virginia B. Erickson, his wife provided, however, that Gordon R. Erickson and Virginia B. Erickson, his wife shall have no right to extract oil, gas and minerals except for those which lie 500 feet or more below the surface of said property. And further Gordon R. Erickson and Virginia B. Erickson, his wife shall have no right to disturb any of said property lying within 500 feet of the surface as set out in instrument recorded October 28, 1970 under Auditor's File No. 235601. (Affects Parcel A).
6. Boundary Line Adjustment #124/91 as recorded November 19, 1991 under Auditor's File No. 91017705. (Affects Parcel B).
7. Declaration of Segregation together with Dedication of Easement with Road Covenants recorded May 30, 1991 under Auditor's File No. 91007767. (Affects Parcel C).
8. Declaration of Covenant recorded April 8, 1993 under Auditor's File No. 93006180. (Affects Parcel C).
9. Easement for an unrestricted view recorded February 4, 1994 under Auditor's File No. 94002978. (Affects Parcels D & E).
10. Boundary Line Adjustment #055/93 as recorded April 14, 1994 under Auditor's File No. 94008718. (Affects Parcels D & E).
11. Declaration of Segregation recorded December 13, 1995 under Auditor's File No. 95019959. (Affects Parcels D & E).
12. Easement & Road Maintenance Covenant recorded March 27, 1996 under Auditor's File No. 96005061. (Affects Parcels B & C).
13. Boundary Line Adjustment #348/96 as recorded April 4, 1997 under Auditor's File No. 97004566. Boundary Line Adjustment #348/96 as recorded April 21, 1997 under Auditor's File No. 97005544. (Affects Parcels D & E).
14. Off-Site Drainfield Easement recorded October 23, 1998 as Auditor's File No. 98023100. (Affects Parcel C).
15. Declaration of Easement & Covenants Providing for Road & Utility Maintenance and Repair and Water System Covenants recorded November 20, 1998 under Auditor's File No. 98025375. (Affects Parcels B, C, D & E).

## 16. Easement, including the terms and conditions thereof:

Grantee: Whidbey Telephone Company, a corporation  
 Purpose: Communications cables and facilities  
 Area Affected: Parcels B and C  
 Dated: June 25, 1998  
 Recorded: December 2, 1998  
 Recording No.: 98026146

## 17. Easement, including the terms and conditions thereof:

Grantee: Puget Sound Energy, Inc.  
 Purpose: Electric transmission and/or distribution line  
 Area Affected: Parcels B and C  
 Dated: July 7, 1998  
 Recorded: January 4, 1999  
 Recording No.: 99000130

## 18. Easement, including the terms and conditions thereof:

Grantee: Puget Sound Energy, Inc.  
 Purpose: Electric transmission and/or distribution line  
 Area Affected: Parcels C, D & E  
 Dated: October 23, 2001  
 Recorded: December 11, 2001  
 Recording No.: 4005265

## 19. Corrected Declaration of Segregation and Corrected and Added Road Easements and New "View Easement" recorded January 7, 2002 under Auditor's File No. 4007431. (Affects Parcels D &amp; E).

## 20. Survey of adjoining property to the North recorded February 18, 2005 in Volume 13 of Surveys, page 138 under Auditor's File No. 4126040. (Affects Parcel A).

## 21. Survey recorded August 31, 2007 under Auditor's File No. 4210924. (Affects Parcels B &amp; C).

## 22. Road Maintenance Agreement and Easement recorded August 3, 2009 under Auditor's File No. 4257575. (Affects Parcels B, C, D &amp; E).

## 23. Easement for Access and Vegetation recorded August 1, 2011 under Auditor's File No. 4298774. (Affects Parcel D).

## 24. Easement for Access and Vegetation recorded August 1, 2011 under Auditor's File No. 4298775. (Affects Parcel D).

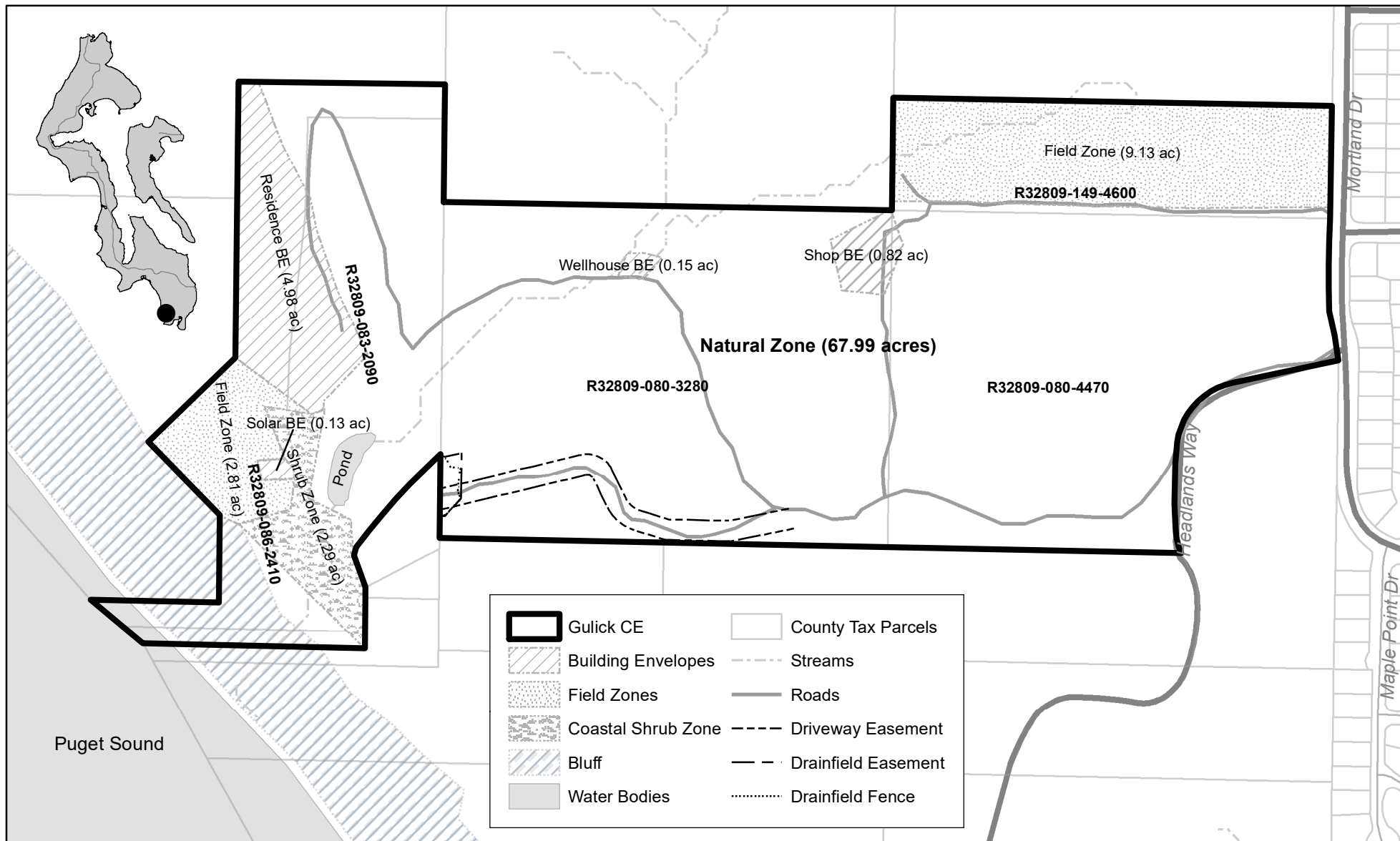
## 25. Acknowledgement of and Agreement to be Bound by Declaration recorded October 26, 2011 under Auditor's File No. 4303534. (Affects Parcels B, C, D &amp; E).

## 26. Notice of Approval or Denial of Application for Classification as Open Space under the Public Benefit Rating System recorded April 25, 2012 under Auditor's File No. 4314217. (Affects Parcels B, C, D &amp; E).

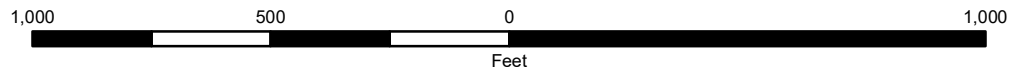
27. Notice of Disclosure and Notice to Future Property Owners recorded January 9, 2013 under Auditor's File No. 4331011. (Affects Parcels B, C, D & E).
28. Easement, including the terms and conditions thereof:
- |                |  |
|----------------|--|
| Grantee:       | Puget Sound Energy, Inc.                       |
| Purpose:       | Electric transmission and/or distribution line |
| Area Affected: | Affects Parcels B & C                          |
| Dated:         | May 23, 2013                                   |
| Recorded:      | June 4, 2013                                   |
| Recording No.: | 4341119  |
29. Off-Site Drainfield Easement and Operation and Maintenance Agreement as recorded December 9, 2013 as Auditor's File No. 4352303. (Affects Parcels D & E).
30. Affidavit as to 3 bedrooms and septic recorded April 10, 2014 under Auditor's File No. 4357711. (Affects Parcel D).
31. Affidavit as to 3 bedrooms and septic recorded April 6, 2017 under Auditor's File No. 4420172. (Affects Parcel D).
32. Easement, including the terms and conditions thereof:
- |                |  |
|----------------|--|
| Grantee:       | Whidbey Telephone Company, a corporation |
| Purpose:       | Communications cables and facilities     |
| Area Affected: | Affects Parcels D & E                    |
| Dated:         | January 2, 2014                          |
| Recorded:      | September 15, 2014                       |
| Recording No.: | 4365483                                  |
33. Easement set out as Exhibit "A" in instrument recorded November 8, 2017 under Auditor's File No. 4433775. (Affects Parcel A).
34. Easement and Agreement recorded October 26, 2011 under Auditor's File No. 4303533 (Affects Parcel C).
35. Survey recorded September 24, 2024, in Island County, Auditor's File No. 4577409.

END OF DOCUMENT

## Gulick Conservation Easement (88 acres)



Property boundaries are taken from Island County GIS tax parcel maps. These boundaries are approximate and may not match on-the-ground fencelines or actual survey markers.



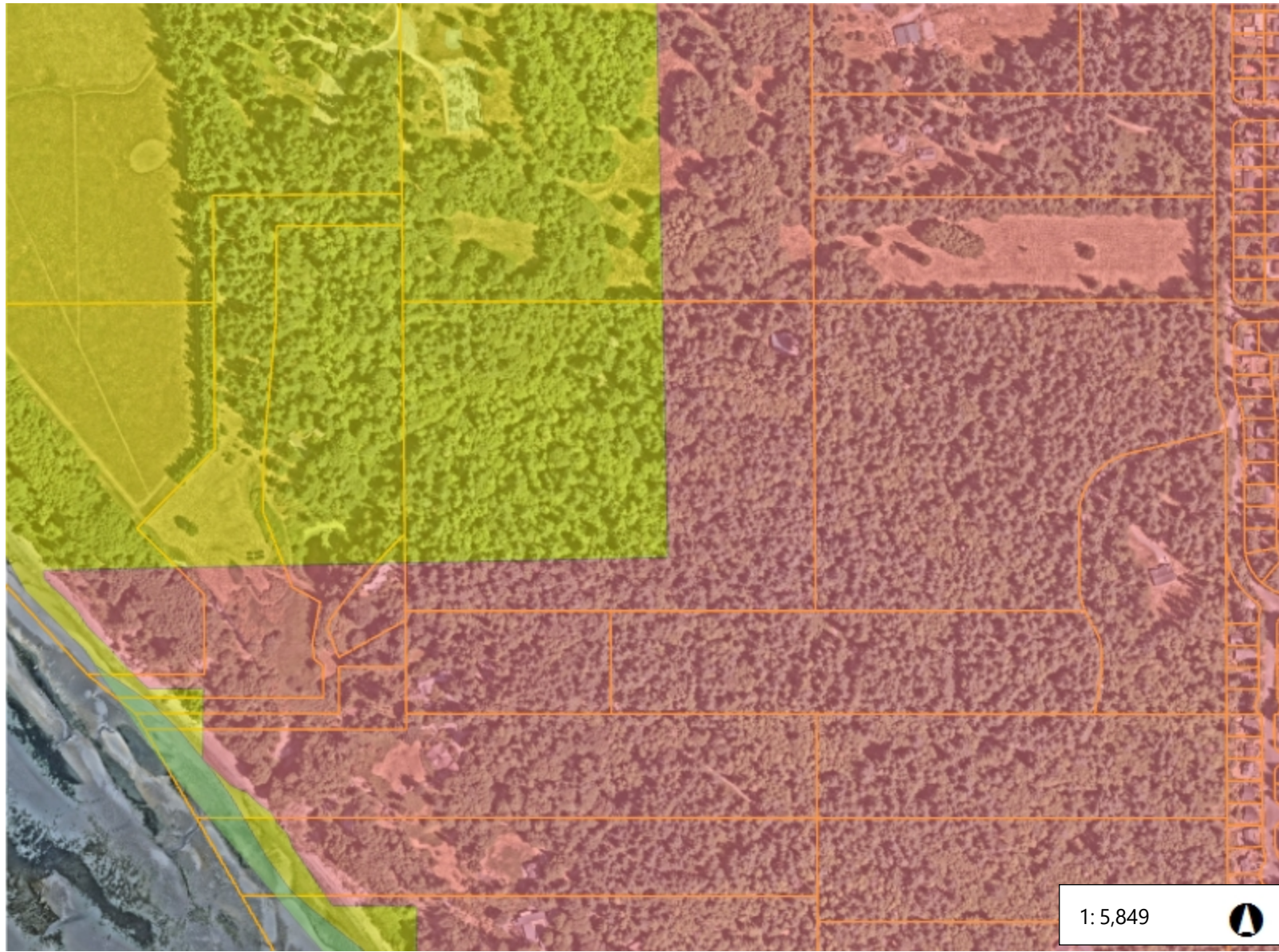
Date: 8/8/2024

Parcel	Parcel A	Parcel B	Parcel C	Parcel D	Parcel E	Totals
Parcel number	R32809-083-2090	R32809-086-2410	R32809-080-4470	R32809-080-3280	R32809-149-4600	5 parcels
Current taxes (2025)	\$9,881.82	\$15,743.81	\$971.59	\$3,094.36	\$1,925.65	\$31,617.23
Acres	11.38 (7.88 dedicated to open space)	12.63 (10.80 dedicated to open space)	24.30 (24.22 dedicated to open space)	29.82 (20.88 dedicated to open space)	9.13	87.26 (72.91 dedicated to open space)
Resource Inventory	Significant fish and wildlife habitat conservation areas - Streams (5), natural shoreline (5), Geo-hazard buffer areas 40% slope at 40ft relief (3), Wetland D (3), Flood hazard buffer (3), Public Priority Critical aquifer recharge areas (5), Conservation easement in perpetuity (5), Properties adjacent to current use classified land (5), Surface water quality buffer areas - Np stream buffer 75 ft. x 3 (5)	Significant fish and wildlife habitat conservation areas - Streams (5), natural shoreline (5), Geo-hazard buffer areas 40% slope at 40ft relief (3), Wetland D (3), Flood hazard buffer (3), Public Priority Critical aquifer recharge areas (5), Conservation easement in perpetuity (5), Properties adjacent to current use classified land (5), Surface water quality buffer areas - Np stream buffer 75 ft. x 3 (5)	Public Priority Critical aquifer recharge areas (5), Conservation easement in perpetuity (5)	Significant fish and wildlife habitat conservation areas - Streams (5), Geo-hazard buffer areas 40% slope at 40ft relief (3), Wetland D (3) Public Priority Critical aquifer recharge areas (5), Conservation easement in perpetuity (5), Properties adjacent to current use classified land (5), Surface water quality buffer areas - Np stream buffer 75 ft. x 3 (5)	Public Priority Critical aquifer recharge areas (5), Conservation easement in perpetuity (5), Properties adjacent to current use classified land (5)	

PBRs Points	5++5+5+5+5++3+3 = 39	5++5+5+5+5++3+3 = 39	5+5 = 10	5+5+5+5+5+3+3 = 31	5+5+5 = 15	
PBRs reduction %	80%	80%*	20%	70%	40%	
*Dependant on Assessors value of 1 acre homesite. Tax reduction may be less dependant final assessors values.						
Bonus points may be awarded if additional details are provided about tideland access or public access on parcels with one high-priority resource.						



# ICGeoMap



## Legend

### Aquifer Recharge Areas

- High Susceptibility
- Medium Susceptibility
- Low Susceptibility

### Parcels

1: 5,849



974.9 0 487.45 974.9 Feet

WGS\_1984\_Web\_Mercator\_Auxiliary\_Sphere  
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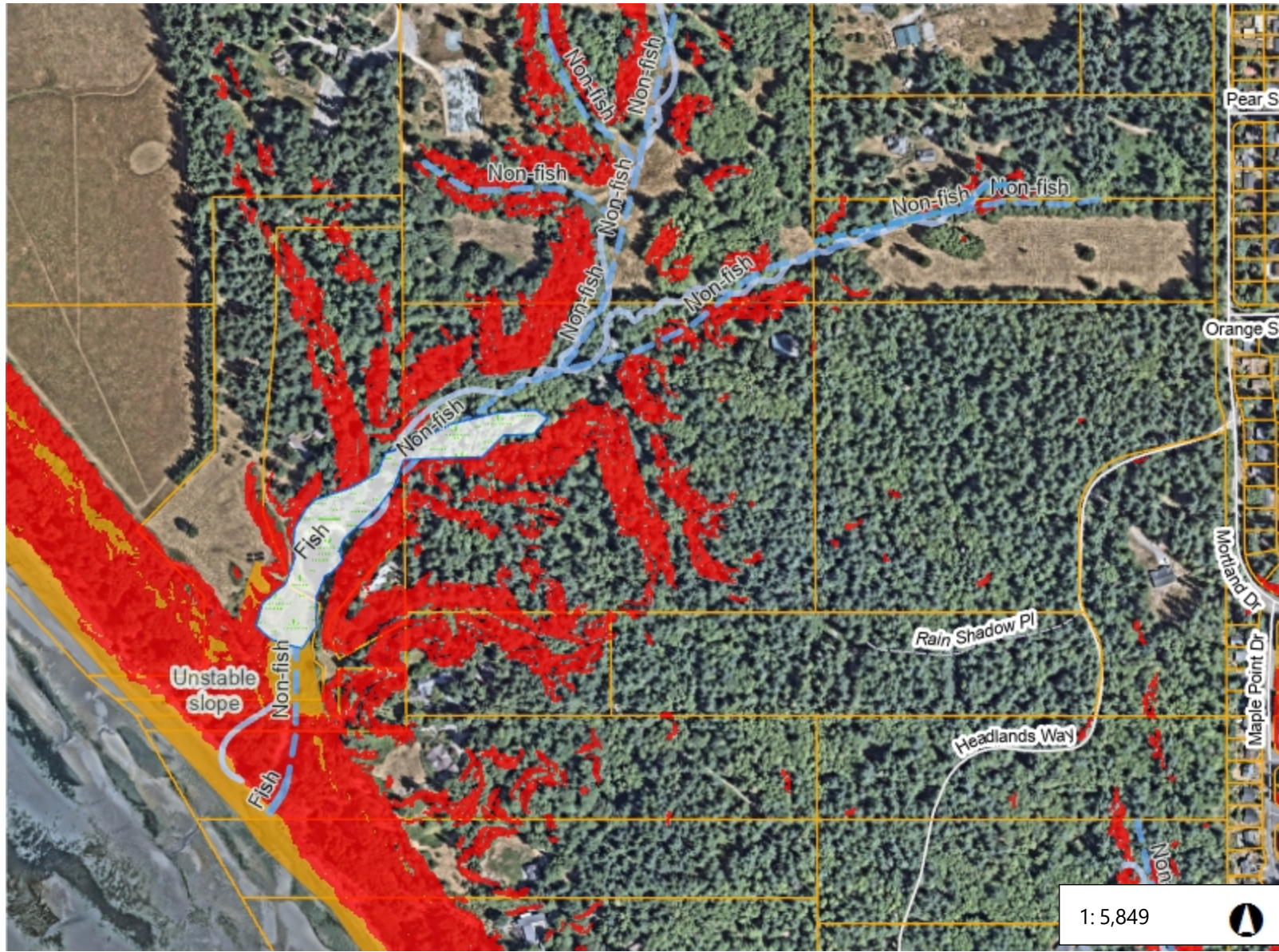
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DO NOT USE AS A LEGAL DOCUMENT. ACCURACY IS NOT GUARANTEED.

## Notes



# ICGeoMap



## Legend

- Wetlands (IC)
- Streams - Regulatory
  - Fish
  - Non-fish
  - Shorelines of the State
  - Unknown
- Streams - Cartographic
- Steep Slopes (40+%)
- Unstable Slopes
  - Unstable slope
  - Unstable-old slide
  - Unstable-recent slide
- Parcels
- Roads
  - Highway
  - Collector and Arterial
  - Local
  - Private

## Notes

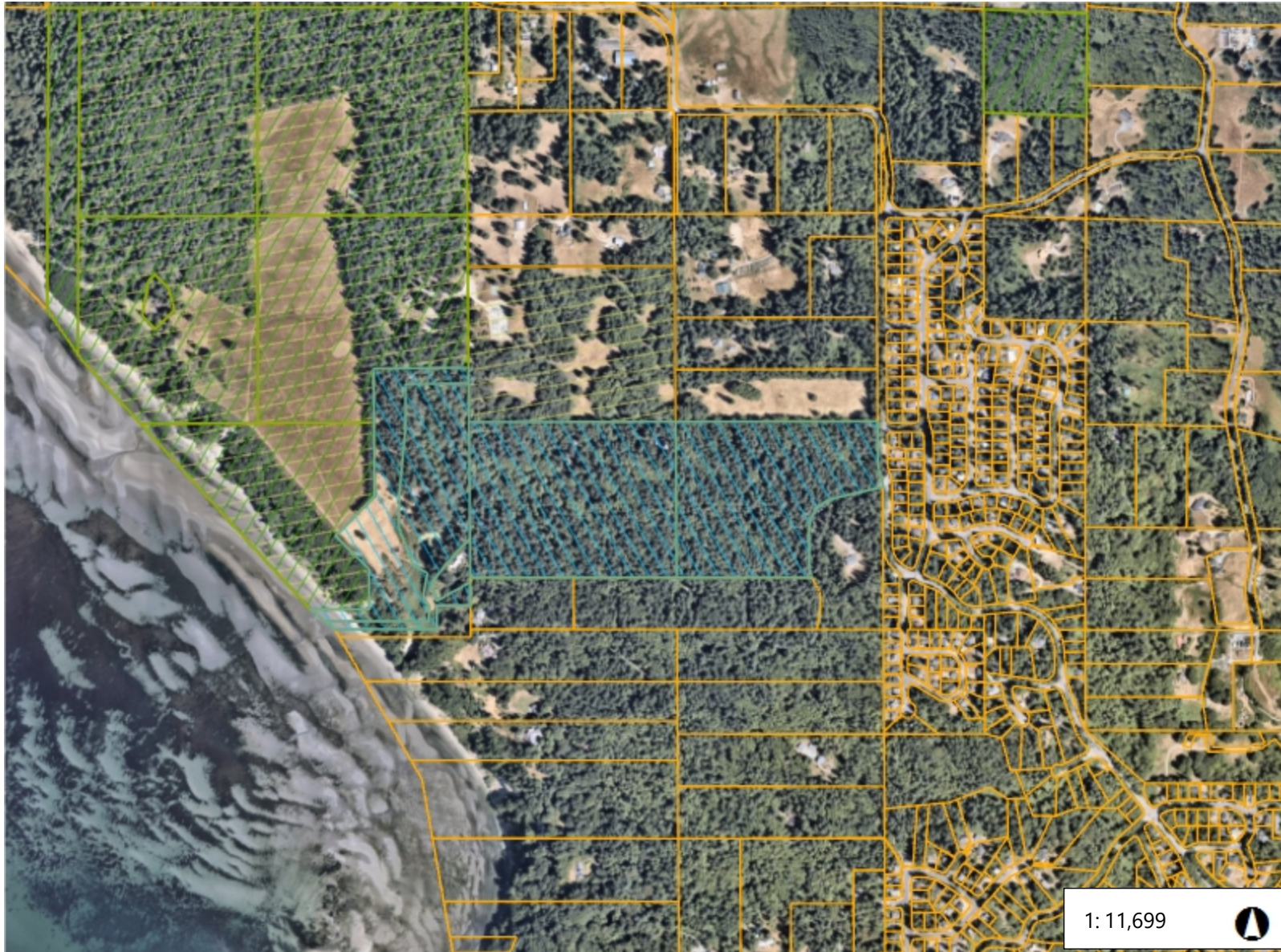
974.9 0 487.45 974.9 Feet

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# ICGeoMap



## Legend

### Current Use Program Parcels

- Agriculture
- Designated Forest
- PBRs
- Parcels

1: 11,699



1,949.8 0 974.90 1,949.8 Feet

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## Notes



# ICGeoMap



## Legend

### FEMA Flood Zones

- VE
- AE
- A
- AO
- OPEN WATER
- X

### Shoreline Environment Designations

- Aquatic
- Canal Community
- High Intensity
- Historic Beach Community
- Natural
- Rural Conservancy
- Shoreline Residential
- Urban Conservancy
- Parcels

## Notes

974.9 0 487.45 974.9 Feet

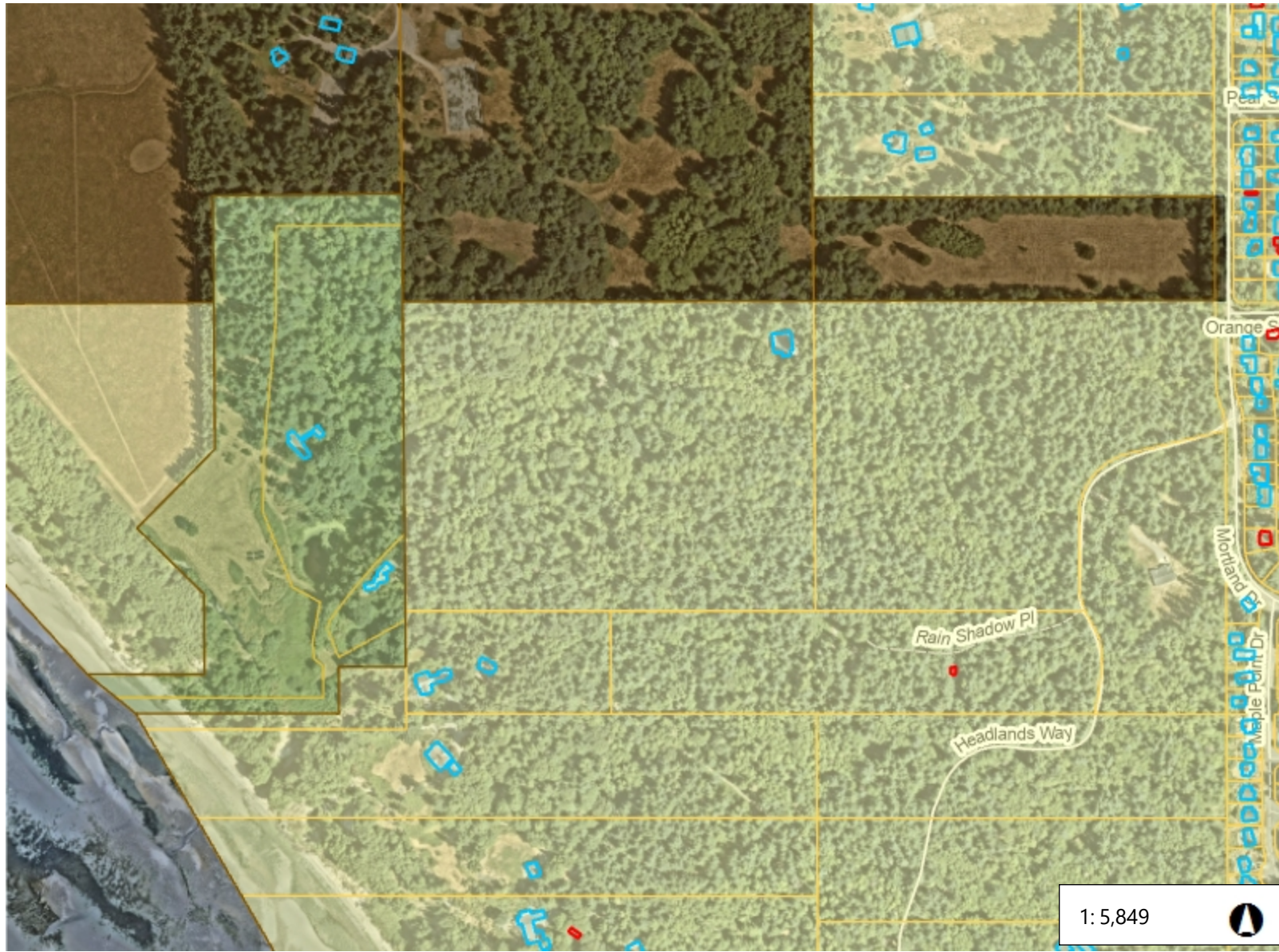
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# ICGeoMap



## Legend

### Building Footprints

- 0.552734 - 0.880859
- 0.880860 - 0.998047

### Zoning

- Water
- Urban Growth Area - Langley
- State Highway 525 Overlay
- Special Review District
- Rural Village
- Rural Service
- Rural Residential
- Rural Forest
- Rural Center
- Rural Agriculture
- Rural
- Parks
- Oak Harbor - Residential
- Oak Harbor - Planned Industrial Park
- Oak Harbor - Planned Business Park
- Oak Harbor - Industrial
- Oak Harbor - Highway Service Commercial
- Non-Residential Mixed Use
- Municipality/NMUGA
- Medium Density Residential
- Low Density Residential
- Light Manufacturing
- Light Industrial
- Keystone Preserve
- Holmes Harbor View Corridors Overlay
- Federal
- Commercial Agriculture
- Camano Gateway Village
- Business Village
- Business General
- Airport

### Parcels

- Roads
- Highway

## Notes

974.9 0 487.45 974.9 Feet

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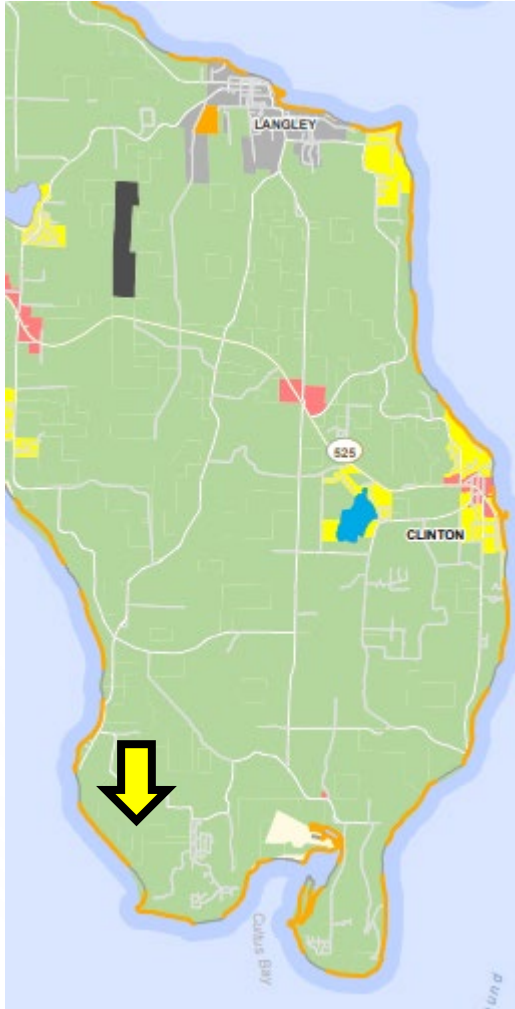
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# PBRS Application 400/24

- Site Address: 3733 Rain Shadow Place, Clinton
- Parcels: R32809-083-2090, R32809-086-2410, R32809-080-4470, R32809-080-3280, R32809-149-4600
- Acres: 72.91



# PBRS Application 400/24



# PBRS Application 400/24

Points Awarded in the Following Categories Based on Staff Review of Application:

- Natural shoreline, significant fish and wildlife habitat conservation areas, species and habitats of local importance, wetlands, flood hazard area buffers, geologic hazard area buffers, critical aquifer recharge areas, surface water quality buffers, conservation easement, and properties adjacent to current use lands.



**Parcels in proposal range from 20%-80% reduction in assessed value.**



## Island County Planning and Community Development

*Jonathan Lange, AICP, CFM*

*Director*

---

Physical Address: 1 NE 6<sup>th</sup> St, Coupeville, WA 98239 Mailing Address: 1 NE 7<sup>th</sup> St, Coupeville, WA 98239

Ph: Whidbey 360-679-7339 | Camano 360-387-3443 | Fax: 360-679-7306

Email: [PlanningDept@islandcountywa.gov](mailto:PlanningDept@islandcountywa.gov) | <https://www.islandcountywa.gov/207/Planning-Community-Development>

### ~MEMORANDUM~

**TO: Board of Island County Commissioners**

**FROM: Long Range Planning  
Island County Planning & Community Development**

**DATE: August 29, 2025**

**SUBJECT: Board Work Session Meeting September 10, 2025**

Looking ahead to zoning changes to implement Island County's 2025 Comprehensive Plan update, ICPCD staff have drafted proposals for your consideration and feedback for three housing types:

1. Accessory Dwelling Units
2. Co-living Housing
3. Emergency Housing
  - Temporary RV Housing
  - RV Safe Parking Lots Pilot Program

The drafts are proposed to carry out the 2025 Comprehensive Plan update and meet state requirements for housing from bills passed during the 2021 legislative session (HB 1220 and HB 1337).

Attachment: Draft code changes.

For more information, please contact:

Emily Neff (360) 678 - 7807 or [e.neff@islandcountywa.gov](mailto:e.neff@islandcountywa.gov)

Island County Planning and Community Development  
DRAFT – Code changes for the 2025 Comprehensive Plan Update  
August 21, 2025

ACCESSORY DWELLING UNITS

Chapter 17.03 – Island County Zoning Code

17.03.180 - Land Use Standards

I. Accessory dwelling units (ADUs), attached and detached.

1. ~~A detached ADU or an attached ADU~~ Attached and detached ADUs may be established in the Rural, Rural Residential, Rural Agriculture, Rural Forest, and Commercial Agriculture Zones.

2. No more than one (1) ADU, attached or detached, shall be allowed per single family dwelling unit, except:

a. In an Urban Growth Area or a Rural Residential Zone, two (2) ADUs per single family dwelling unit shall be allowed.

b. In the Rural, Rural Agriculture, and Rural Forest Zones a second ADU per single family dwelling unit shall be allowed subject to the following:

(i) The second ADU is a rental unit affordable to and reserved for households at 80% Average Median Income (AMI) and is subject to an agreement approved by the Director specifying the housing shall serve income eligible households for a minimum period of 5 years. The monthly rent, including basic utilities, shall not exceed 30 percent of 80 percent of AMI, and the housing owner shall submit a report to the Director that documents how the affordable housing meets the terms of the recorded agreement.

(ii) Prior to issuance of the first building permit for a project, the applicant shall execute and record with the Island County Clerk a declaration in a form acceptable to the Director that shall commit the applicant to satisfy the conditions to establish a second ADU.

3. Addresses for ADUs shall be assigned in accordance with section 14.04A.120.I.

4. All ADUs are subject to applicable Health Department standards for potable water verification and sewage disposal per Chapters 8.09 and 8.07D.

5. The applicant must apply for a building permit for an ADU to be established as a legal use. All ADUs shall comply with applicable building, fire, and health and safety codes.

6. Detached ADU. In order to encourage the provision of a variety of housing options, a detached ADU may be established as a permitted use in the Rural, Rural Residential, Rural Agriculture, Rural Forest, and Commercial Agriculture Zones, subject to the following criteria:

a. No more than one (1) ADU, attached or detached, shall be allowed per single family dwelling unit, except as allowed in subsections 2 a and b.

b. A permit application for an attached or detached ADU must be in the name of the owner of the lot or parcel.

**Island County Planning and Community Development**  
**DRAFT – Code changes for the 2025 Comprehensive Plan Update**  
**August 21, 2025**

- c. No individual shall receive more than one (1) detached ADU permit per calendar year not to include consultants or agents acting on the behalf of individuals, except where two (2) ADUs are allowed in subsections 2 a and b individuals may receive two (2) detached ADU permits per calendar year.
- d. A detached ADU shall not exceed 1,200 square feet of gross floor area.
- e. A detached ADU must share a common access, from the public right-of-way, with the single family dwelling to which it is an accessory dwelling.
- f. No home occupation or home industry shall be permitted for the residents of the detached ADU.
- g. Detached ADUs cannot be segregated or separately sold, transferred, given or otherwise conveyed unless the lot is of sufficient size to meet base density and other County Code requirements, except in an Urban Growth Area or a Rural Residential Zone an ADU may be conveyed as a condominium.
- h. No more than thirty-five (35) building permits for detached ADUs shall be issued by the county each calendar year for properties located outside of urban growth areas, except as follows:
  - (i) No limit shall apply in the Rural Residential Zone;
  - (ii) An additional 25 building permits may be issued each calendar year when subsection 2b is met.
  - (iii) In the event that one or both limits on detached ADU permits are not issued in a previous calendar year, the limit of 25 building permits applicable to projects meeting subsection 2b may be increased in the subsequent year for projects meeting subsection 2 b by the difference between the limit(s) and the number of issued permits.
  - (iv) For purposes of counting issued permits for detached structures, those containing two ADUs are counted as one toward the applicable limit(s).
- i. The detached ADU area shall be calculated pursuant to the description provided for in the definition of gross floor area located in section 17.03.040. However, when measuring gross floor area for a detached ADU, garage/shop space that is not living space shall not be counted in the overall floor area calculation. Internal access to any garage/shop space may be permitted provided any future conversions shall comply with the adopted detached ADU requirements.
- j. A detached ADU is allowed within PRDs, provided all the criteria of section 17.03.180.I.6 is met.
- k. The detached ADU must be setback no more than 100 feet from the primary residence, or be located where the environmental impact is the least, and maintain the rural character, except in an Urban Growth Area where an ADU may be located in the same manner as a single family dwelling.
- l. A detached ADU in an Urban Growth Area may be sited at a lot line that abuts a public alley.

**Island County Planning and Community Development**  
**DRAFT – Code changes for the 2025 Comprehensive Plan Update**  
**August 21, 2025**

7. Attached ADU. In order to encourage the provision of a variety of housing options, attached ADUs may be established as a permitted use in the Rural, Rural Residential, Rural Agriculture, Rural Forest, and Commercial Agriculture Zones, subject to the following criteria:

a. No more than one (1) ADU, attached or detached, shall be allowed per single family dwelling unit, except where a second ADU is allowed, the second ADU may be provided as follows:

(i) Either or both ADUs may be attached or detached.

(ii) Two detached ADUs may be located in one structure.

b. No home occupation or home industry shall be permitted for the residents of the attached ADU;

c. An attached ADU shall be no greater than 1,000 interior square feet;

d. An attached ADU may be created through:

(i) Internal conversion within an existing single family dwelling;

(ii) The addition of new square footage to the existing single family dwelling; or

(iii) Inclusion in the development plans for, or as part of, the construction of a new single-family dwelling unit.

e. An attached ADU may have an internal access connection provided between the main dwelling and the ADU.

f. An attached ADU is allowed within a PRD, provided all the criteria of section 17.03.180.I.7 is met.

g. Attached ADUs cannot be segregated or separately sold, transferred, given or otherwise conveyed unless the lot is of sufficient size to meet base density and other County Code requirements.

h. An existing accessory structure may be converted into a detached ADU meeting sections 2 a and b if the project meets the following:

(i) Conversion means keeping an existing accessory structure intact, adding to or altering an existing structure, or removing and rebuilding an existing structure, provided that any expansion or relocation of the structure complies with the standards for detached ADUs in this section and the provisions of the applicable zone.

(ii) To facilitate the conversion of and additions to an accessory structure existing as of (date of adoption), the Director may allow waivers and modifications as a Type I decision to the Land Use Standards for ADUs and the development standards of the applicable zone, except height, density, and size limits.

**Island County Planning and Community Development**  
**DRAFT – Code changes for the 2025 Comprehensive Plan Update**  
**August 21, 2025**

**CO-LIVING HOUSING**

**Chapter 17.03 – Island County Zoning Code**

**17.03.035 - Use tables**

Amendments shown in the use tables separate document - allows co-housing on any residential lot in a UGA and LAMIRD – RR, RC, RV, CGV Zones

**17.03.040 - Definitions**

"Co-living housing" means a residential development with sleeping units that are independently rented and lockable and provide living and sleeping space, and residents share kitchen facilities with other sleeping units in the building.

**17.03.180 - Land use standards.**

FF. Co-living housing

1. Co-living housing may be established in any residential zone in a non-municipal UGA and in Rural Residential, Rural Center, Rural Village and Camano Gateway Village Zones subject to the following:

- a. In Rural Residential Zones co-living housing shall meet the standards for single family homes.
- b. In all other zones co-living shall meet the standards for multifamily housing.
- c. Parking for co-living housing is required at .25 spaces per sleeping unit.
- d. In zones where density limits apply, a sleeping unit in co-living housing shall count as one-quarter of a dwelling unit for purposes of calculating dwelling unit density.
- e. If applicable, a sleeping unit in co-living housing shall count as one-half of a dwelling unit for purposes of calculating fees for sewer connections, unless the county makes a finding, based on facts, that the connection fees should exceed the one-half threshold.

2. Co-living housing is subject to applicable Health Department standards for potable water verification and sewage disposal per Chapters 8.09 and 8.07D.

3. The permit applicant shall apply for a building permit for co-living housing to be established as a legal use in a new structure or when converting a structure existing as of (date of adoption). Co-living housing shall comply with applicable building, fire, and health and safety codes.

**TEMPORARY RV HOUSING**

**Chapter 17.03 – Island County Zoning Code**

**17.03.180 – Land use standards.**

Island County Planning and Community Development  
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- V. **Temporary uses.** The following temporary uses may be conducted upon temporary use approval. Each use shall meet the requirements of this chapter and the following standards:
1. In all zones except RS and LM seasonal farmer's markets are subject to the following conditions:
    - a. All uses shall be confined to the dates specified in the certificate of temporary use;
    - b. Hours and duration of operation shall be confined to those specified in the certificate;
    - c. The site shall be cleared of all debris at the end of the event and cleared of all temporary structures within thirty (30) days after the closing event. A cash bond, the sum of which is to be determined by the county engineer, or a signed contract with a disposal firm, shall be required as part of the application for a certificate of temporary use when determined necessary by the county engineer or Planning Director to ensure that the premises will be cleared of all debris during and after the event;
    - d. Public parking for the exclusive use of the facility shall be provided, and an adequate driveway to the parking area subject to approval of the county engineer shall be maintained. The parking area shall be maintained in a dust-free manner. It shall be the responsibility of the applicant to provide all necessary traffic and parking control attendants in a manner approved by the Island County Sheriff's Office;
    - e. Traffic control required by the Island County Sheriff's Office, the State Patrol or WSDOT shall be arranged by the applicant;
    - f. A cash bond, the sum of which is to be determined by the county engineer, may be required to insure the repair of any damage to any public right-of-way as a result of the event;
    - g. Adequate sanitation facilities shall be provided by the applicant; and
    - h. Structures for seasonal farmer's markets are subject to the building design standards of this chapter for NR structures in the R, RR, RA, RF, and CA Zones.
  2. In all zones except Rural Residential, Christmas tree sales for a maximum period of forty-five (45) days, subject also to chapter 5.12.
  3. In all zones, contractor's office and construction equipment sheds where incidental to a construction project. The office or shed shall not contain sleeping or cooking accommodations and shall be removed at a time specified by the Planning Department, unless said permit is renewed by the Planning Director.
  4. In R and RR Zones, a temporary residence including a single-wide mobile/manufactured home or recreational vehicle may be authorized:
    - a. When fire or natural disaster has rendered a dwelling unit unfit for human habitation; or
    - b. During rehabilitation or remodeling of a dwelling unit or construction of a new dwelling unit;
      - (i) For a period not to exceed six (6) months. Provided that in the event of circumstances beyond the control of the owner, the Planning Director may extend the use for a period or periods not to exceed six (6) months.

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Application for the extension shall be made at least fifteen (15) days prior to expiration of the certificate of temporary use;

- (ii) The temporary structure shall be removed from the property upon issuance of any occupancy permit for the new or rehabilitated dwelling unit; and
- (iii) Mobile/manufactured homes shall meet the requirements of section 17.01.180.N.2. but shall not be placed on a permanent foundation and shall not be subject to section 17.03.180.N.1.

c. A recreational vehicle can be authorized for up to one (1) calendar year as a temporary residence, with extensions available on a case-by-case basis for individuals actively working with a government provider to secure permanent housing;

- (i) Water, sewer, and electrical utilities shall be provided for the recreational vehicle;
- (ii) A life-safety inspection is required prior to occupancy;
- (iii) The recreational vehicle shall cease to be used as a residence by the expiration of the permit, unless the permit has been renewed in conformance with this section; and
- (iv) Nothing in this section is meant to prevent the lawful storage of an unoccupied recreational vehicle on a residential lot.

5. In R and RR Zones, mobile/manufactured homes or recreational vehicle for ~~relatives~~persons ~~having with~~ a physical or mental infirmity.
- a. A mobile/manufactured home or recreational vehicle may be temporarily used by an infirm person incapable of maintaining a residence on a separate property, or by one (1) or more individuals caring for the infirm person;
  - b. The mobile/manufactured home or recreational vehicle shall be occupied by a family member or designated caregiver of the occupants of the primary dwelling unit;
  - c. A medical doctor, licensed by the State of Washington, shall state in writing that the infirm person is not physically or mentally capable of maintaining a separate residence;
  - d. The infirmity must be due to physical or mental impairment. Financial hardship conditions, child care, and other convenience arrangements not relating to physical and mental impairment are not considered an infirm condition for which a permit can be issued;
  - e. The mobile/manufactured home or recreational vehicle shall conform to all Island County ordinance requirements except requirements of the zone and except for sections 17.03.180.N.1.a., c. and d.;
    - (i) Water, sewer, and electrical utilities shall be provided; and
    - (ii) A life-safety inspection is required for recreational vehicles prior to occupancy.
  - f. The applicant shall agree to remove the mobile/manufactured home or recreational vehicle within forty-five (45) days after the unit has ceased to be used by the person for which the permit was issued. In any event, the mobile/manufactured

home [or recreational vehicle](#) shall be removed from the premises by the day of the expiration of the permit, unless the permit has been renewed in conformance with this chapter; and

- g. A temporary ~~mobile/manufactured home~~ [residence](#) certificate is valid for one (1) year after the date of issuance and must be renewed on an annual basis. The Planning Department shall give the applicant not less than thirty (30) calendar days written notice of the pending expiration of the permit, advising that a renewal will be required. Failure to receive notification of pending expiration does not constitute an extension of time for the permit. A renewal permit shall not be granted until the applicant submits a certificate of infirmity from a Washington State licensed medical doctor which addresses section 17.03.180.V.5.c. and d. and until it is determined that all requirements of this chapter have been met.

#### RV SAFE LOTS PILOT PROGRAM

### Chapter 17.03 – Island County Zoning Code

#### 17.03.035 - Use tables

Not included due to temporary/pilot nature and limit of 2 permits.

#### 17.03.040 - Definitions

“Recreational Vehicle (RV) Safe Parking Lot” means a use having motor vehicles primarily designed for recreational, camping, or travel use that provides temporary quarters for sleeping and shelter for individuals or families who are currently homeless. The use may have common food preparation, shower, or other commonly used facilities that are separate from the sleeping shelters.

#### 17.03.180 - Land use standards.

**V. Temporary Uses.** The following uses may be conducted upon temporary use approval. Each use shall meet the requirements of this chapter and the following standards:

#### 6. Recreational Vehicle (RV) Safe Parking Lots Pilot Program.

a. In Rural, Rural residential, Rural Commercial, Rural Village, Camano Gateway Village Zones a Type I permit shall be issued for a RV Safe Parking Lot as a temporary use according to section 17.03.200, Temporary use approval.

b. A permit for a RV safe parking lot may be authorized for up to one year from the date of permit issuance.

c. No more than one (1) permit for each of Camano and Whidbey Islands shall be issued. After one permit per island is issued, the provisions of this section V shall expire.

d. RV safe parking lots shall meet the following:

(i) The pilot locations should be within one-half mile of public transportation. This distance shall be the walking distance measured from the nearest transit stop to the lot line of the lot containing the encampment site.

(ii) The sites should be owned and managed by a government entity, church/religious organization, or non-profit housing provider.

(iii) Support services must be provided onsite by a licensed provider to assist individuals in locating permanent housing.

(iv) Septic pumping and water connections must be available onsite.

(v) The RV parking lot will be limited to up to 20 parking spaces.

(vi) RVs will be allowed to park for up to 90 days.

(vii) Screening shall be installed and maintained along each encampment boundary. The screening shall consist of existing or installed vegetation that is sufficiently dense to obscure viewing the encampment site, or a 6-foot high view-obscuring fence or wall.

(viii) All facilities, improvements, activities, and uses shall be set back from abutting lot lines, as follows:

a. 10 feet from any side or rear lot line that abuts a lot in a residential zone; and

b. 5 feet from any side or rear lot line that abuts a lot in any zone other than residential; except that no setback is required when an abutting lot, which is not in a residential zone, does not have an established use.

# DRAFT - LAND USE CODE UPDATES



ADUS, CO-LIVING HOUSING,  
TEMPORARY RVs, SAFE PARKING LOTS

September 10, 2025

# Affordable Housing & Emergency Shelters

## **HB 1220 (2021 session)**

- mandates that jurisdictions plan for and accommodate housing at all income levels
- jurisdictions must identify and implement zoning changes and land use allowances that provide enough capacity prior to adoption of the comprehensive plan

## Results of state required (HB 1220) assessment of housing needs vs. capacity

Income Levels	Projected Need	% from HAPT	Zone Categories	Aggregate Need	Total Zone Capacity	Capacity Surplus/Deficit
0-30%	500	4%	Multifamily	986	58	-928
30-50%	486	7%				
50-80%	414	13%	Moderate Density	610	371	-239
80-100%	196	14%				
100-120%	198	14%	Low Density	802	6,699	5,723
120%+	604	47%				

# Code changes to support housing

	Proposed Code Changes
Accessory Dwelling Unit (ADU) Proposals	<ul style="list-style-type: none"><li>• UGAs and Rural Residential Zones – Allow 2 ADUs per lot; exempt from the existing limit of 35/year; allow sale as individual units;</li><li>• Certain other zones - Allow 25 permits/year for affordable rental ADUs (in addition to existing limit of 35/year)</li></ul>
Co-living Housing	Add new code to explicitly allow and permit co-living housing on residential lots
Recreational Vehicles (RVs) on single-family lots	Allow for 1 year with water/septic hookups and life/safety inspections
RV Safe Parking	Allow two pilot project RV Safe Parking Lots

# Required ADU Updates for UGAs

HB 1337, passed 2023

GMA Change for UGAs	What this means for Island County?
Allow 2 ADUs per lot (any combination of attached or detached)	Currently allow 1 ADU per lot; must change to allow 2 ADUs per lot in UGAs, provided septic can support it.
May not impose setback requirements, yard coverage limits, or aesthetic req's for ADUs	Currently require detached ADUs to be within 100 ft of the primary unit; change to 150 ft. No additional setbacks or other requirements, different from the principal unit.
May not establish max gross floor area requirement for ADUs that is less than 1,000 sqft or height limits less than 24'.	Current limit is 1,000 sqft for attached; 1,200 sqft for detached, we don't have height limits specific to ADUs; height limit requirements per zoning district, typically 35'.
Local gov's may not prohibit the sale of an ADU as a condominium independent of the principal unit.	We will have to allow ADUs to be sold separately.

# Accessory Dwelling Units

## **HB 1220 – affordable ADUs (50 to 80% AMI)**

- Allow 2nd ADU when affordable up to 80% AMI for 3 to 5 years (limited to a 25/year on top of current limit of 35/year).
- Rural, Rural Forest, and Commercial Agriculture Zones.

# Co-living Housing

**Means - a residential development with sleeping units that are independently rented and lockable and provide living and sleeping space, and residents share kitchen facilities with other sleeping units in the building**

- Allow in any residential zone in a NMUGA, Rural Residential, Rural Center, Rural Village, and Camano Gateway Village Zones
- Meet the standards for single-family homes in Rural Residential Zones
- Meet the standards for multifamily housing in all other zones

# Co-living Housing – cont'd

- Count sleeping units as .25 of dwelling unit where density limits apply
- Parking required at .25 spaces per sleeping unit
- Count sleeping units as .5 dwelling unit for sewer connection fees
- Apply standards for potable water and sewage disposal;
- Require building permits to establish new and convert existing structures
- Apply applicable building, fire, and health and safety codes

# Temporary RVs

- Applies in Rural and Rural Residential Zones
- May operate for up to one year with extensions allowed
- Subject to Type I Temporary Use approval, life-safety inspection, and provision of utilities

# RV Safe Lot - Pilot

- Applies in Rural, Rural Residential, Rural Commercial, Rural Village, Camano Gateway Village Zones
- Expires after one permitted each on Whidbey and Camano
- Owned/managed by government, religious group, or non-profit
- Support services offered by licensed provider
- May operate for up to one year, limited to 20 RVs total, RVs may park for up to 90 days
- Subject to Type I Temporary Use approval, and provision of utilities, setbacks and screening

# THANK YOU



	A	B	I	J	K	L	M	N	O	P	Q
1	Island County Planning & Community Developm					Proposed 2026 Fee Update	Proposed 2026 Fee Update	San Juan County (pop. in 2020 = 17,340) from 2016 fee sched.	Skagit County (pop. in 2020 = 130,575 ) from latest fee sched.	Snohomish County (pop. in 2020 = 831,107) from 2021 fee sched.	Jefferson County (pop. in 2020 = 32,190) from 2022 and 2025 fee sched. Updates
2	Category	Permit Type	Total Fee		Current Fees (from 2024 Increase)	40% increase from current	50% increase from current				
3	Land Divisions and Boundary Line Adjustments (Additional fee for SEPA or										
4	Boundary Line Adjustments	BLA	\$644		\$853	\$1,194	\$1,280	\$590	\$900	\$920 + \$155 per lot for each lot over 2 lots	\$1,220.00
5	Short Plat - Preliminary Applications	SHP	\$1,998	+ Health	\$2,647	\$3,706	\$3,971	\$2,550	\$6,500	\$1,560 plus \$78 per acre , plus \$78 per lot	\$3,774.00
6	Short Plat - Final Approval		\$1,000	+ Health	\$1,325	\$1,855	\$1,988	\$750		\$2,400	\$348.08
7	Long Plat - Preliminary Applications	PLP	\$4,446	+ Health	\$5,891	\$8,247	\$8,837	\$5,000	\$10,500	\$4,680; plus \$132 per lot; plus \$78 per acre; Maximum total fee \$21,600	\$11,740.00
8	Long Plat - Final Approval		\$2,250	+ Health	\$2,981	\$4,173	\$4,472	\$2,350		\$2,400 filing fee; plus \$260 per lot and unit cost/sign required for document check and sign installation fee	\$426.00
9	Planned Residential Development - Preliminary Short Plat	PRD	\$1,946	+ Health	\$2,578	\$3,609	\$3,867		\$8,100	\$5,688 (0<3 acres) - \$23,784 (500+ acres) Plus \$ per acre - \$780 (0<3 acres) - \$48 (500+ acres) Plus \$ per unit - \$60 (0<3 acres) - \$30 (500+ acres)	\$3,087.53
10	Planned Residential Development - Final Short Plat		\$1,000	+ Health	\$1,325	\$1,855	\$1,988			\$1,560 plus \$78 per acre , plus \$78 per lot	\$348.08
11	Preliminary Long Plat		\$4,446	+ Health	\$5,891	\$8,247	\$8,837		\$10,800		\$11,740.00
12	Plat		\$2,500	+ Health	\$3,313	\$4,638	\$4,970				\$348.08
13	Approval	PLA	\$742		\$983	\$1,376	\$1,475	\$2,550		\$312	\$1,159.73
14	Recording		\$1,092		\$1,447	\$2,026	\$2,171	\$750	\$1,500	\$420	
15	Approval		\$1,492		\$1,977	\$2,768	\$2,966	\$5,000			\$3,140.00
16	Long Plat Alteration - Revision After Recording		\$2,342		\$3,103	\$4,344	\$4,655	\$2,350			
17	PRD Short Plat - Revision of Preliminary Approval		\$742		\$983	\$1,376	\$1,475			\$312 Minor revision- administrative; \$1,248 Major revision - public hearing	
18	PRD Short Plat - Revision After Recording		\$1,092		\$1,447	\$2,026	\$2,171				
19	Approval		\$1,592		\$2,109	\$2,953	\$3,164				

	A	B	I	J	K	L	M	N	O	P	Q
20	PRD Long Plat - Revision After Recording		\$2,092		\$2,772	\$3,881	\$4,158				
21	Land Use Permits and Variances (Additional fee for SEPA or other reports)										
22	Pre-Application Conference	PRE	\$300		\$398	\$557	\$597	\$70/hr, 1/2 hr min for plan recheck, research, inspection, site visit, other professional service	\$600.00	\$480	\$690.90
23	Variance - Type II	VAR	\$1,006		\$1,333	\$1,866	\$2,000	\$2,500	\$3,600	\$1,500 (\$600 for SFR single revision to a dimensional req.)	\$1,657.00
24	Variance - Type III		\$3,006		\$3,983	\$5,576	\$5,975				\$3,140.00
25	Administrative Setback Reduction	ASR	\$815		\$1,080	\$1,512	\$1,620				
26	Land Use Information Response	LUIR	\$50		\$66	\$92	\$99	Property Sales Report (dependent on available staff time) \$140	Lot Certification - Reasonable Use \$1,350 Standard \$600		
27	Post-Decision Review (25% of orig.)	POST									
28	Type I Land Use Decision (other)		\$298		\$395	\$553	\$593				
29	Certificate of Zoning Compliance**		\$875		\$1,159	\$1,623	\$1,739				
30	review if needed										
31	Temporary Use	TEM	\$410		\$543	\$760	\$815		Special Use Permit - Temporary Manufactured Home \$1,350		\$348.08 - \$517.13
32	Temporary Use Permit Renewal	TEM-R	\$50		\$66	\$92	\$99				
33	Site Plan Review - Type II (Residential)	SPR	\$1,546		\$2,048	\$2,867	\$3,072		Administrative Decision \$3,600	\$3,300	\$2,319.00
34	Site Plan Review - Type II (Non-Residential)		\$2,546		\$3,373	\$4,722	\$5,060	Determination of Essential Public Facility			
35	Site Plan Review Revision - Type II		\$1,083		\$1,435	\$2,009	\$2,153	\$400 + hard costs (postage, room rental, publishing)		Minor revision \$312; Major revision \$1,248	
36	Site Plan Review - Type III (Residential)		\$2,946	+ Health	\$3,903	\$5,464	\$5,855	Siting of Essential Public Facility	Special Use Permit - Hearing Examiner \$5,650		\$3,405.00
37	Site Plan Review - Type III (Non-Residential)		\$3,946	+ Health	\$5,228	\$7,319	\$7,842	\$800 + hard costs			
38	Site Plan Review Revision - Type III		\$2,583		\$3,422	\$4,791	\$5,133				
39	Site Plan Review - Mineral Lands/Revisions		\$6,946	+ Health	\$9,203	\$12,884	\$13,805				
40	noted above)										
41	Applicant	APP	\$1,750		\$2,319.00	\$3,247	\$3,479	\$600	\$2,100		\$1,651
42	Other		\$1,750		\$2,319.00	\$3,247	\$3,479				
43	Appeals of Hearing Examiner Decisions	UPA APPEA	\$750		\$994.00	\$1,392	\$1,491				
44	Shoreline Permits (Additional fee for SEPA or other reports)										
45	Shoreline Exemption	SHE	\$592		\$784.00	\$1,098	\$1,176	Exemption Review \$105	\$600	\$540	\$955.00
46	Shoreline Exemption - Limited Review	SHE-LR	\$100		\$133.00	\$186	\$200	Removal Plan Review \$105			

	A	B	I	J	K	L	M	N	O	P	Q
47	Shoreline Development Permit - Type II**	SDP	\$1,500	**	\$1,988.00	\$2,783	\$2,982	SDP and/or CUP	\$5,950.00	Or S-CUP \$780 (up to \$10,000) - \$7,800 (more than \$1mil)	
48	Shoreline Development Permit - Type III**		\$3,000	**	\$3,975.00	\$5,565	\$5,963	\$0 - \$4,999 value of improvement \$3,300		additional fee for public hearing \$1,248	\$3,140.00
49	Shoreline Development Permit - Type II Revision**		\$750	**	\$994.00	\$1,392	\$1,491	\$5,000 - \$49,000 value of improvement \$3,700			
50	Shoreline Development Permit - Type III Revision**		\$1,500	**	\$1,988.00	\$2,783	\$2,982	\$50,000 - \$100,000 value of improvement \$4,100		\$420	
51	** An additional \$83 charged for Health review if needed			+ Health				>\$100,000 value of improvement \$4,500			
52	Shoreline Conditional Use Permit - Type II	S-CUP	\$2,000	**	\$2,650.00	\$3,710	\$3,975		\$5,950.00	Or S-CUP \$780 (up to \$10,000) - \$7,800 (more than \$1mil)	\$2,319.00
53	Shoreline Conditional Use Permit - Type III		\$3,000	**	\$3,975.00	\$5,565	\$5,963				\$3,140.00
54	review if needed			+ Health							
55	Shoreline Variance	S-VAR	\$2,583		\$3,422	\$4,791	\$5,133	\$3,500	\$5,950.00	\$1,440	\$2,601.38
56	Tax Programs (Additional fee for SEPA or other reports)										
57	Public Benefit Rating System	PBRs	\$750		\$994.00	\$1,392	\$1,491				
58	Zoning & Comp Plan (Additional fee for SEPA or other reports)										
59	Zoning Amendment Application - Type I	ZAA	\$500		\$663.00	\$928	\$995	Site Specific Map Re- designation			
60	Zoning Amendment Application - Type III		\$4,000		\$5,300.00	\$7,420	\$7,950	\$3,900 +\$95/hr over 40 hrs	\$5,650		
61	Zoning Amendment Application - Type IV		\$4,000		\$5,300.00	\$7,420	\$7,950	Re-designation Mapping Fee \$275	\$5,650.00	\$1,440 application fee, plus Per rezone table per acre base fee plus per acre fee: Commercial between \$5,400 - \$33,840 Industrial between \$7,200 - \$58,140 Multi-Family between \$5,400 - \$47,970 Residential between \$1,140 - \$9,720	\$6,712.00
62	Comprehensive Plan Amendment	CPA	\$5,000		\$6,625.00	\$9,275	\$9,938				
63	Miscellaneous (Additional fee for SEPA or other reports)										
64	Zoning Code Interpretation	ZCI	\$500		\$663.00	\$928	\$995	\$95/hr (depending on available staff time)	Administrative Interpretation \$1,000	\$250	\$926.00
65	Water System Review	WSR	\$583		\$772.00	\$1,081	\$1,158				
66	Consistency Review		\$200		\$265.00	\$371	\$398				
67	Citizen Complaint	CIT	\$100		\$133.00	\$186	\$200				

	A	B	I	J	K	L	M	N	O	P	Q
68	Addressing	ADD	\$50		\$66.00	\$92	\$99				
69	Title Elimination - Mobile/Manufactured Homes	TITLE	\$100		\$133.00	\$186	\$200				
70	Moving Permit under RCW 46.44	MOV	\$25		\$33.00	\$46	\$50				
71	Bonding - PW (Roads and Drainage)	BND	\$120		\$159.00	\$223	\$239				
72	Bonding - Planning (landscaping)		\$500		\$663.00	\$928	\$995				
73	Bonding - Revisions		\$250		\$331.00	\$463	\$497				
74	Reports (Additional fee for SEPA or other reports)										
75	Wetland Report with no Mitigation Proposed		\$400		\$530.00	\$742	\$795				
								Plan Review fee for Critical Area Mitigation Plans (Stand-alone or associated with a right- of-way permit) \$210			
76	Wetland Report with Mitigation - On Site		\$750	+ \$100 /yr monitoring	\$994.00	\$1,392	\$1,491				
77	Wetland Report with Mitigation - Off Site		\$1,500	+ \$100 /yr monitoring	\$1,988.00	\$2,783	\$2,982				
78	Base Density Exception		\$3,000		\$3,975.00	\$5,565	\$5,963				
79	Engineered Plan Review (Geo/Grading/Soils)		\$250		\$331.00	\$463	\$497				
80	Erosion & Sedimentation Control Plan Review		\$200		\$265.00	\$371	\$398				
81	Drainage Narrative - Residential	DRG	\$250		\$331.00	\$463	\$497				
82	Drainage Narrative - Non-Residential		\$350		\$464.00	\$650	\$696				
83	Preliminary Drainage Plan		\$350		\$464.00	\$650	\$696				
84	Final Drainage Plan		\$750		\$994.00	\$1,392	\$1,491				
85	Biological Site Assessment		\$500		\$663.00	\$928	\$995				
86	Eelgrass Survey		\$150		\$199.00	\$279	\$299				
87	Coastal Geologic Report		\$150		\$199.00	\$279	\$299				
88	Habitat Management Plan		\$350		\$464.00	\$650	\$696				
89	Rural Stewardship Plan		\$400		\$530.00	\$742	\$795				
90	Field Indicator Worksheet	FIW	\$50		\$66.00	\$92	\$99				
91	SEPA (Additional fee for other reports)										
		ENV								Per SEPA table Single-Family dwellings \$350 Subdivisions between \$660 - \$1,920 (based on lots)	\$1,352.00
92	SEPA - (no EIS)		\$500		\$663.00	\$928	\$995	\$450	\$700		
93	SEPA - EIS		\$5,000	+ Health	\$6,735.00	\$9,429	\$10,103				
94	Critical Areas (Additional fee for SEPA or other reports)										
95	Preliminary Critical Area Determinations								\$450		
96	30 Business Day Turnaround	PCAD	\$300		\$398.00	\$557	\$597				
97	Exemption Authorization (Type I)		\$150		\$199.00	\$279	\$299				
98	Permitted Alterations (Type II)		\$250		\$331.00	\$463	\$497				
99	Critical Areas Variance (Type III)		\$1,800		\$2,385.00	\$3,339	\$3,578				

	A	B	I	J	K	L	M	N	O	P	Q
100	Single Family Residential Development	RUD	\$400 w/Building permit issuance if wetland		530	\$742	\$795				
101	Building appliction w/o PWD (Includes Type I Reasonable Use calls and mitigation)		\$400		\$530.00	\$742	\$795	Reasonable Use Exception for drain field line through a wetland \$162			
102	Reasonable Use Determination (Type II)		\$717		\$795.00	\$1,113	\$1,193				
103											
104	Enforcement										
105	Restoration through Enforcement - On Site	Review, reporting, filing, site visits, etc.	\$750	+ \$100/yr monitoring	\$994.00	\$1,392	\$1,491				
106	Restoration through Enforcement - Off Site		\$1,500	+ \$100/yr monitoring	\$1,988.00	\$2,783	\$2,982				
107	Voluntary Enhancement										
108	Enhancement Plans - Type I	Review, reporting, filing, site visits, etc.	No Charge								
109	Enhancement Plans - Type II		\$325		\$431.00	\$603	\$647				
110	Transportation Projects	Review, reporting, filing, site visits, etc.									
111	Transportation Projects		\$500		\$663.00	\$928	\$995				
112	Site		\$750		\$994.00	\$1,392	\$1,491				
113	Site		\$1,500		\$1,988.00	\$2,783	\$2,982				
114	Miscellaneous										
115	Wetland Map Correction		No Charge								
116	Bonding		\$800		\$1,060.00	\$1,484	\$1,590				
117	not normally reviewed by Health will be charged \$83										
118	Critical Areas that fall under 17.02 (Additional fee for SEPA or other reports)								Critical Areas Review \$450		
119	Permitted Uses Type II (Critical areas under 17.02)*	CAA*	\$250		\$331.00	\$463	\$497		Critical Areas Review for Land Divisions \$1,200		
120	under 17.02)*		\$1,500		\$1,988.00	\$2,783	\$2,982				
121	Clean Water Utility										
122	Appeal to Hearing Examiner	CWU	\$500		\$663.00	\$928	\$995				
123											
124	* A 3% technology fee is added to the total permit cost							\$50 for all Building, Land Use and Fire Marshal permits costing over \$200	<a href="https://skagitcounty.net/Departments/Home/feeschedules.htm#_Toc10625623">https://skagitcounty.net/Departments/Home/feeschedules.htm#_Toc10625623</a>	5% tech fee	Hourly rate \$102
125	* After-the-fact permits are 2x the normal fee, in addition to any other costs										
126	for same issue										
127											
128											
129											
130											
131											

Island County Planning & Community Development *					
Ebey's Landing Design Review					

Category	Permit Type	Planning Fees Only								
Ebey's Landing Design Review	EBY	Exempt Projects		Level A	PROPOSED FEE INCREASE @40%/50%	Level B	PROPOSED FEE INCREASE @40%/50%	Level C - Decision	PROPOSED FEE INCREASE @40%/50%	Level D - HPC Recommendation
Preapplication meetings		N/A		N/A		NA		N/A		N/A
Residential and Accessory Uses										
Residential Use - not historic		N/A		\$99	\$138.60/\$148.50	\$100	\$140/\$150	\$150	\$210/\$225	N/A
Residential Use - historic		N/A		\$99	\$138.60/\$148.50	\$100	\$140/\$150	\$150	\$210/\$225	N/A
Residential - historic - commercial		N/A		\$99	\$138.60/\$148.50	\$150	\$210/\$225	\$200	\$280/\$300	N/A
Residential Multi-family		NA		\$99	\$138.60/\$148.50	\$500	\$700/\$750	\$2,500 + \$250/bldg	\$3,500/\$3,750 + 250/bldg	N/A
Non Residential & Mixed Use										
Historic - Commercial		NA		\$66	\$92.40/\$99	\$375	\$525/\$562.50	\$500	\$700/\$750	N/A
Redevelopment		NA		\$66	\$92.40/\$99	\$375	\$525/\$562.50	\$500	\$700/\$750	N/A
Single Building - New		NA		\$66	\$92.40/\$99	\$375	\$525/\$562.50	\$500	\$700/\$750	N/A
Multiple Buildings - New		NA		\$66	\$92.40/\$99	\$500	\$700/\$750	\$2,500 + \$250/bldg	\$3,500/\$3,750 + 250/bldg	N/A
Agricultural										
New Structures		NA		\$66	\$92.40/\$99	\$150	\$210/\$225	\$300	\$420/\$650	N/A
Heritage Farm Plans		N/A		N/A		\$500	\$700/\$750	\$500	\$700/\$750	N/A
Land Development Applications										
All Types		NA		\$66	\$92.40/\$99	\$150	\$210/\$225	\$300	\$420/\$650	\$300
Demolition or Relocation										
Historic - Demolition		NA		NA		NA		\$1,000 + SEPA	\$1,400/\$1,500 + SEPA	N/A
Historic - Relocation		NA		NA		NA		\$500	\$700/\$750	N/A
Special Tax Valuation										
All Types		NA		NA		NA		\$50	\$70/\$75	N/A
Notes: Building and Land Use Fees not included in the above										

\* A 3% technology fee is added to the total permit cost.  
\* After the fact permits are 2x the normal fee, in addition to any other costs.  
\* \$150 fee charged for 3rd subsequent review letters for same issue

**Building Permit Fee Schedule - Proposed Update  
Valuation**

**9/4/2025**

<b>Low Value:</b>	<b>High Value</b>	<b>Base Amount (in \$)</b>	<b>Proposed 40% increase</b>	<b>Proposed 50% increase</b>	<b>Base Quantity</b>	<b>Unit Amount (in \$)</b>	<b>Proposed 40% increase</b>	<b>Proposed 50% increase</b>
0	500.00	31.64	44.30	47.46	1.00	-		
500.01	2,000.00	31.64	44.30	47.46	100.00	4.10	5.74	6.15
2,000.01	25,000.00	93.19	130.47	139.79	1,000.00	18.84	26.38	28.26
25,000.01	50,000.00	526.54	737.16	789.81	1,000.00	13.60	19.04	20.4
50,000.01	100,000.00	866.46	1213.04	1299.69	1,000.00	9.42	13.19	14.13
100,000.01	500,000.00	1,337.49	1872.49	2006.24	1,000.00	6.32	8.85	9.48
500,000.01	1,000,000.00	3,867.46	5414.44	5801.19	1,000.00	6.40	8.96	9.6
1,000,000.01	and up	7,066.35	9892.89	10599.53	1,000.00	4.92	6.89	7.38

Plumbing and Mechanical Permit Fee Schedule			
Permit Issuance	CURRENT FEE	PROPOSED 40% FEE INCREASE	PROPOSED 50% FEE INCREASE
1 For issuing each permit	\$36	\$50.40	\$54.00
2 For issuing each renewal permit	\$18	\$25.20	\$27.00
Unit Fee Schedule			
1 For each plumbing fixture on one (1) trap or a set of fixtures on one (1) trap (including water, drainage piping, and backflow protection)	\$12	\$16.80	\$18.00
2 Rainwater system - per drain (inside building)	\$12	\$16.80	\$18.00
3 For each water heater and/or vent	\$12	\$16.80	\$18.00
4 For each gas piping system outlet of one (1) to five (5) outlets	\$9	\$12.60	\$13.50
5 For each additional gas piping system outlet, per outlet	\$2	\$2.80	\$3.00
6 For each industrial waste pretreatment interceptor, including its t	\$73	\$102.20	\$109.50
7 For installation, alteration, or repair of water piping and/or wate	\$12	\$16.80	\$18.00
8 For each repair or alteration of drainage or vent piping, each fixt	\$12	\$16.80	\$18.00
9 For each lawn sprinkler system on any one (1) meter including backflow protection devices	\$12	\$16.80	\$18.00
10 For atmospheric-type vacuum breakers not included in item 12 : One (1) to five (5)	\$9	\$12.60	\$13.50
- Over five (5), each	\$1.80	\$2.52	\$2.70
11 For each backflow protective device other than atmospheric-type vacuum breakers:			
- 2 inch (50 mm) diameter and smaller	\$12	\$16.80	\$18.00
- over 2 inch (50 mm) diameter	\$18	\$25.20	\$27.00
12 For each graywater system	\$121	\$169.40	\$181.50
13 For initial installation and testing for a reclaimed water system	\$121	\$169.40	\$181.50
14 For each annual cross-connection testing of a reclaimed water system (excluding initial test)	\$121	\$169.40	\$181.50
15 For each medical gas piping system serving one (1) to five (5) inl	\$73	\$102.20	\$109.50
16 For each additional medical gas inlet(s)/outlet(s)	\$12	\$16.80	\$18.00
Other Inspections and Fees			
1 Inspections outside of normal business hours	\$109	\$152.60	\$163.50
2 Re-inspection fee	\$73	\$102.20	\$109.50
3 Inspections for which no fee is specifically indicated	\$73	\$102.20	\$109.50
4 Additional plan review required by changes, additions, or revisio	\$73	\$102.20	\$109.50
Mechanical			
1 For issuing each permit	\$36	\$50.40	\$54.00
2 For issuing each renewal permit	\$18	\$25.20	\$27.00
Unit Fee Schedule			
1 Environmental Exhaust Fan	\$12	\$16.80	\$18.00
2 Range Hood	\$17	\$23.80	\$25.50
3 Forced Air Furnace	\$24	\$33.60	\$36.00
4 Air Handlers	\$24	\$33.60	\$36.00
5 Unit heaters/woodstoves	\$24	\$33.60	\$36.00
6 Dryer vent/ducting	\$12	\$16.80	\$18.00
7 Boilers, compressors, absorption systems and piping up to and including 3hp or 100,000 BTU	\$32	\$44.80	\$48.00
- >3hp or 100,000 BTU, up to & including 15hp or 500,000 BTU	\$49	\$68.60	\$73.50

- >15hp or 500,000 BTU	\$73	\$102.20	\$109.50
8 Each gas piping system of one (1) to five (5) outlets	\$9	\$12.60	\$13.50
- >five (5), each	\$24	\$33.60	\$36.00
9 Miscellaneous	\$2	\$2.52	\$2.70
10 Type one hood	\$121	\$169.40	\$181.50
11 Fire Supression	\$73	\$102.20	\$109.50
12 Pressure/propane tank up to 1,000 gallons	\$17	\$23.80	\$25.50
<b>Other inspections and fees</b>			
1 Inspections outside of normal business hours	\$109	\$152.60	\$163.50
2 Re-inspection fee	\$73	\$102.20	\$109.50
3 Inspections for which no fee is specifically indicated	\$73	\$102.20	\$109.50
4 Additional plan review required by changes, additions, or revisio	\$73	\$102.20	\$109.50

Land Use Fee Schedule - 2024

Island County Planning & Community Development*					
Category	Permit Type	Health	Public Works	Planning	Total Fee
<b>Land Divisions and Boundary Line Adjustments* (Additional fee for SEPA or other reports)</b>					
Boundary Line Adjustments	BLA	\$78	\$113	\$663	\$853
Short Plat - Preliminary Applications	SHP	\$747 + \$42/lot	\$117	\$2,531	\$2,647 +Health
Short Plat - Final Approval		\$110	\$398	\$928	\$1,325 +Health
Long Plat - Preliminary Applications	PLP	\$824 + \$42/lot	\$497	\$5,394	\$5,891 +Health
Long Plat - Final Approval		\$110	\$795	\$2,186	\$2,981 +Health
Planned Residential Development - Preliminary Short Plat	PRD	\$824 + \$42/lot	\$292	\$2,287	\$2,578 +Health
Planned Residential Development - Final Short Plat		\$110	\$398	\$928	\$1,325 +Health
Planned Residential Development - Preliminary Long Plat		\$824 + \$42/lot	\$497	\$5,394	\$5,891 +Health
Planned Residential Development - Final Long Plat		\$110	\$795	\$2,518	\$3,313 +Health
Short Plat Alteration - Revision of Preliminary Approval	PLA	\$122		\$861	\$983
Short Plat Alteration - Revision After Recording		\$122	\$239	\$1,087	\$1,447
Long Plat Alteration - Revision of Preliminary Approval		\$122	\$828	\$1,027	\$1,977
Long Plat Alteration - Revision After Recording		\$122	\$1,153	\$1,829	\$3,103
PRD Short Plat - Revision of Preliminary Approval		\$122	\$126	\$735	\$983
PRD Short Plat - Revision After Recording		\$122	\$239	\$1,087	\$1,447
PRD Long Plat - Revision of Preliminary Approval		\$122	\$239	\$1,749	\$2,109
PRD Long Plat - Revision After Recording		\$122	\$1,153	\$1,497	\$2,772
<b>Land Use Permits and Variances (Additional fee for SEPA or other reports)</b>					
Pre-Application Conference	PRE	\$85	\$133	\$180	\$398
Variance - Type II	VAR	\$110	\$86	\$1,137	\$1,333
Variance - Type III		\$110	\$86	\$3,787	\$3,983
Administrative Setback Reduction			\$86	\$994	\$1,080
Land Use Information Response / Temporary Use permit renewal				\$66	\$66
Post-Decision Review (25% of orig.)					
Type I Land Use Decision (other)		\$110	\$86	\$199	\$395
Certificate of Zoning Compliance**			\$166	\$994	\$1,159
** An additional \$110 charged for Health review if needed		\$110			

\*A 3% technology fee is added to the total permit costs.

\*After-the-fact permits are 2x the normal fees, in addition to any other costs.

\*\$200 fee charged for 3rd subsequent review letters for same issue.

Category	Permit Type	Health	Public Works	Planning	Total Fee
Temporary Use	TEM	\$122	\$66	\$355	\$543
Temporary Use Permit Renewal	TEM-R			\$66	\$66
Site Plan Review - Type II (Residential)	SPR	\$550	\$398	\$1,101	\$2,048
Site Plan Review - Type II (Non-Residential)		\$550	\$398	\$2,426	\$3,373
Site Plan Review Revision - Type II		\$110	\$311	\$1,014	\$1,435
Site Plan Review - Type III (Residential)		\$824 + \$42/lot	\$511	\$3,392	\$3,903 + Health
Site Plan Review - Type III (Non-Residential)		\$824 + \$42/lot	\$511	\$4,717	\$5,228 + Health
Site Plan Review Revision - Type III		\$110	\$795	\$2,518	\$3,422
Site Plan Review - Mineral Lands/Revisions		\$824 + \$42/lot	\$511	\$8,692	\$9,203 + Health
Site Plan Amendment (50% of orig.)					
Appeals of Administrative Decisions to H.E. by Applicant	APP		\$13	\$2,306	\$2,319
Appeals of Administrative Decisions to H.E. - Other			\$13	\$2,306	\$2,319
Appeals of Hearing Examiner Decisions				\$994	\$994
<b>Shoreline Permits (Additional fee for SEPA or other reports)</b>					
Shoreline Exemption	SHE	\$122		\$663	\$784
Shoreline Exemption - Limited Review	SHE-LR			\$133	\$133
Shoreline Development Permit - Type II**	SDP			\$1,988	\$1,988 **
Shoreline Development Permit - Type III**				\$3,975	\$3,975 **
Shoreline Development Permit - Type II Revision**				\$994	\$994 **
Shoreline Development Permit - Type III Revision**				\$1,988	\$1,988 **
**An additional \$83 charged for Health review if needed		\$110			+ Health
Shoreline Conditional Use Permit - Type II	S-CUP			\$2,650	\$2,650 **
Shoreline Conditional Use Permit - Type III				\$3,975	\$3,975 **
** An additional \$83 charged for Health review if needed		\$110			+ Health
Shoreline Variance	S-VAR	\$110		\$3,313	\$3,422
<b>Clearing and Grading Permits and Drainage Review (Additional fee for SEPA or other reports)</b>					
Clearing and Grading - Type I	CGP		\$398	\$265	\$663
Clearing and Grading - Type II			\$398	\$265	\$663
Clearing and Grading - Type III			\$398	\$928	\$1,325
<b>Transportation and Roads (Additional fee for SEPA or other reports)</b>					
Access Permit - Single/Double	ACC		\$159		\$159
Access Permit - Commercial			\$364		\$364
Access Permit - Appeal			\$239		\$239
Access Permit - w/ Unopened R./W			\$119		\$119

\*A 3% technology fee is added to the total permit costs.

\*After-the-fact permits are 2x the normal fees, in addition to any other costs.

\*\$200 fee charged for 3rd subsequent review letters for same issue.

Island County Land Use  
Permit Fee Schedule  
Exhibit "A"

Category	Permit Type	Health		Public Works	Planning	Total Fee
Concurrency - Residential w/o traffic report	CON			\$99		\$99
Concurrency - Residential w/ traffic report				\$148		\$148
Concurrency - Residential w/ traffic impact study				\$199		\$199
Concurrency - Commercial w/o traffic report				\$199		\$199
Concurrency - Commercial w/ traffic report by engineer				\$199 +13c/gross sq. ft.		\$199 +13c/gross sq. ft.
Concurrency - Commercial w/ traffic impact study				\$199 +13c/gross sq. ft.		\$199 +13c/gross sq. ft.
Easement	ESMT			\$398		\$398
Franchise - New or expanding water or sewer line	Franchise			\$576		\$576 +Recording Fees
Franchise - Cable				\$795		\$795 +Recording Fees
Franchise - Renewal				\$417		\$417 +Recording Fees
Franchise - Assignment/Transfer				\$199		\$199 +Recording Fees
Road Establishment - County Road	ROADS			\$1,193		\$1,193
Road Name Change - Public Road				\$219	\$331	\$550
Road Name Petition - Private Road				\$0	\$331	\$331
Working on County R-O-W - Utility Permit non Sewer/ Water	ROADS			\$146		\$146
Working on County R-O-W - Utility Permit for Sewer/ Water		\$33		\$146		\$179
Working on County R-O-W - Unopened R-O-W		\$33		\$461	\$133	\$627
Working on County R-O-W - Vacation of County R-O-W				\$941	\$133	\$1,073
Tax Programs (Additional fee for SEPA or other reports)						
Public Benefit Rating System	PBRS				\$994	\$994
Zoning & Comp Plan (Additional fee for SEPA or other reports)						
Zoning Amendment Application - Type I	ZAA				\$663	\$663
Zoning Amendment Application - Type III					\$5,300	\$5,300
Zoning Amendment Application - Type IV					\$5,300	\$5,300
Comprehensive Plan Amendment	CPA				\$6,625	\$6,625
Miscellaneous (Additional fee for SEPA or other reports)						
Zoning Code Interpretation	ZCI				\$663	\$663
Water System Review	WSR	\$110			\$663	\$772
Consistency Review					\$265	\$265
Citizen Complaint	CIT				\$133	\$133

\*A 3% technology fee is added to the total permit costs.

\*After-the-fact permits are 2x the normal fees, in addition to any other costs.

\*\$200 fee charged for 3rd subsequent review letters for same issue.

Island County Land Use  
Permit Fee Schedule  
Exhibit "A"

Category	Permit Type	Health		Public Works	Planning	Total Fee	
Addressing	ADD				\$66	\$66	
Title Elimination - Mobile/Manufactured Homes	TITLE				\$133	\$133	
Moving Permit under RCW 46.44	MOV			\$33		\$33	
Bonding PW (Roads and Drainage)	BND			\$159		\$159	
Bonding - Planning (landscaping)					\$663	\$663	
Bonding - Revisions				\$66	\$265	\$331	
Reports (Additional fee for SEPA or other reports)							
Wetland Report with no Mitigation Proposed	DRG				\$530	\$530	
Wetland Report with Mitigation - On Site					\$994	\$994 +\$133/yr monitoring	
Wetland Report with Mitigation - Off Site					\$1,988	\$1,988 +\$133/yr monitoring	
Base Density Exception					\$3,975	\$3,975	
Engineered Plan Review (Geo/Grading/Soils)					\$199	\$133	\$331
Erosion & Sedimentation Control Plan Review					\$133	\$133	\$265
Drainage Narrative - Residential					\$66	\$265	\$331
Drainage Narrative - Non-Residential					\$133	\$331	\$464
Preliminary Drainage Plan					\$133	\$331	\$464
Final Drainage Plan					\$663 +\$13/100 sq. ft. Impervious Surface		\$331
Biological Site Assessment	FIW				\$663	\$663	
Eelgrass Survey					\$199	\$199	
Coastal Geologic Report					\$199	\$199	
Habitat Management Plan					\$464	\$464	
Rural Stewardship Plan					\$530	\$530	
Field Indicator Worksheet					\$66	\$66	
SEPA (Additional fee for other reports)							
SEPA - (no EIS)	ENV	\$110			\$663	\$663	
SEPA - EIS					\$6,625	\$6,735 + Health	

\*A 3% technology fee is added to the total permit costs.

\*After-the-fact permits are 2x the normal fees, in addition to any other costs.

\*\$200 fee charged for 3rd subsequent review letters for same issue.

Island County Land Use  
 Permit Fee Schedule  
 Exhibit "A"

Category	Permit Type	Health	Public Works	Planning	Total Fee
Critical Areas (Additional fee for SEPA or other reports)					
Preliminary Critical Area Determinations	PCD				
30 Business Day Turnaround				\$398	\$398
Exemption Authorization (Type I)				\$199	\$199
Permitted Alterations (Type II)				\$331	\$331
Critical Areas Variance (Type III)				\$2,385	\$2,385
Single Family Residential Development	RUD			\$530 w/Building permit issuance if wetland present	
Building application w/o PWD (includes Type I Reasonable Use calls and				\$530	\$530
Reasonable Use Determination (Type II)		\$155		\$795	\$795
Enforcement					
Restoration through Enforcement - On Site		Review, reporting, filing, site visits, etc.		\$994	\$994 + \$133/yr
Restoration through Enforcement - Off Site				\$1,988	\$1,988 + \$133/yr
Voluntary Enhancement					
Enhancement Plans - Type I		Review, reporting, filing, site visits, etc.		No Charge	No Charge
Enhancement Plans - Type II				\$431	\$431
Transportation Projects					
Transportation Projects		Review, reporting, filing, site visits, etc.		\$663	\$663
Transportation Projects w/ mitigation - On Site				\$994	\$994
Transportation Projects w/ mitigation - Off Site				\$1,988	\$1,988
Miscellaneous					
Wetland Map Correction				No Charge	No Charge
Bonding				\$1,060	\$1,060
Plan Review by Health for Applications not normally reviewed by Health will be charged \$110					
Permitted Uses Type II (Critical areas under 17.02)*	CAA*			\$331	\$331
Alterations Type III (Critical areas under 17.02)*				\$1,988	\$1,988
Appeal to Hearing Examiner	CWU			\$663	\$663

\*A 3% technology fee is added to the total permit costs.

\*After-the-fact permits are 2x the normal fees, in addition to any other costs.

\*\$200 fee charged for 3rd subsequent review letters for same issue.

Category	Permit Type	Planning Fees Only				
		Exempt Projects	Level A	Level B	Level C - Decision	Level D-HPC Recommendation *
<b>Ebey's Landing Design Review</b>	EBY					
Preapplication meetings		N/A	N/A	N/A	\$199	N/A
<b>Residential and Accessory Uses</b>						
Residential Use - not historic		N/A	\$99	\$265	\$199	\$40
Residential Use - historic		N/A	\$99	\$265	\$199	\$40
Residential - historic - commercial		N/A	\$99	\$265	\$265	\$40
Residential Multi-family		N/A	\$99	\$265	\$663 /bldg	\$40
<b>Non Residential &amp; Mixed Use</b>						
Historic - Commercial		N/A	\$66	\$199	\$663	\$40
Redevelopment		N/A	\$66	\$199	\$663	\$40
Single Building - New		N/A	\$66	\$199	\$663	\$40
Multiple Buildings - New		N/A	\$66	\$199	\$663 /bldg	\$40
<b>Agricultural</b>						
New Structures		N/A	\$66	\$199	\$398	\$40
Heritage Farm Plans		N/A	N/A	\$663	\$663	\$40
<b>Land Development Applications</b>						
All Types		N/A	\$66	\$199	\$398	\$40
<b>Demolition or Relocation</b>						
Historic - Demolition		N/A	N/A	N/A	\$331 +SEPA	\$40
Historic - Relocation		N/A	N/A	N/A	\$663	\$40
<b>Special Tax Valuation</b>						
All Types		N/A	N/A	N/A	\$66	\$40
Notes: Building and Land Use Fees not included in the above						* Cost of Advertising

\*A 3% technology fee is added to the total permit costs.

\*After-the-fact permits are 2x the normal fees, in addition to any other costs.

\*\$200 fee charged for 3rd subsequent review letters for same issue.

## Building Permit Fee Schedule - 2024

Valuation		Base Amount	Base Quantity	Unit Amount
Low Value:	High Value			
	500.00	31.64	1.00	-
500.01	2,000.00	31.64	100.00	4.10
2,000.01	25,000.00	93.19	1,000.00	18.84
25,000.01	50,000.00	526.54	1,000.00	13.60
50,000.01	100,000.00	866.46	1,000.00	9.42
100,000.01	500,000.00	1,337.49	1,000.00	6.32
500,000.01	1,000,000.00	3,867.46	1,000.00	6.40
1,000,000.01	and up	7,066.35	1,000.00	4.92

\*All permits are subject to a 3% technology fee in addition to the total permit cost.

## Plumbing and Mechanical Permit Fee Schedule - 2024

### Plumbing

#### Permit Issuance

1 For issuing each permit	\$	36
2 For issuing each renewal permit	\$	18

#### Unit Fee Schedule

For each plumbing fixture on one (1) trap or a set of fixtures on one (1) trap (including water, drainage piping, and backflow protection therefore)	\$	12
2 Rainwater system - per drain (inside building)	\$	12
3 For each water heater and/or vent	\$	12
4 For each gas piping system outlet of one (1) to five (5) outlets	\$	9
5 For each additional gas piping system outlet, per outlet	\$	2
For each industrial waste pretreatment interceptor, including its trap and vent, Except kitchen-type grease interceptors functioning as fixture traps	\$	73
7 For installation, alteration, or repair of water piping and/or water treating equipment, each	\$	12
8 For each repair or alteration of drainage or vent piping, each fixture	\$	12
9 For each lawn sprinkler system on any one (1) meter including backflow protection devices therefore	\$	12
10 For atmospheric-type vacuum breakers not included in item 12:		
One (1) to five (5)	\$	9
Over five (5), each	\$	1.8
11 For each backflow protective device other than atmospheric-type vacuum breakers:		
2 inch (50 mm) diameter and smaller	\$	12
over 2 inch (50 mm) diameter	\$	18
12 For each graywater system	\$	121
13 For initial installation and testing for a reclaimed water system	\$	121
14 For each annual cross-connection testing of a reclaimed water system (excluding initial test)	\$	121
15 For each medical gas piping system serving one (1) to five (5) inlet(s)/outlet(s) for a specific gas	\$	73
16 For each additional medical gas inlet(s)/outlet(s)	\$	12

#### Other Inspections and Fees

1 Inspections outside of normal business hours	\$	109
2 Re-inspection fee	\$	73
3 Inspections for which no fee is specifically indicated	\$	73
Additional plan review required by changes, additions, or revisions to approved plans (minimum charge - one-half (1/2) hour)	\$	73

### Mechanical

#### Permit Issuance

1 For issuing each permit	\$	36
2 For issuing each renewal permit	\$	18

#### Unit Fee Schedule

1 Environmental exhaust fan	\$	12
2 Range hood	\$	17
3 Forced air furnace	\$	24
4 Air handlers	\$	24
5 Unit heaters/woodstoves	\$	24
6 Dryer vent/ducting	\$	12
7 Boilers, compressors, absorption systems and piping up to and including 3 horsepower or 100,000 BTU	\$	32
a. >3hp or 100,000 BTU to and including 15hp or 500,000 BTU	\$	49
b. >15hp or 500,000 BTU	\$	73
8 Each gas piping system of one (1) to five (5) outlets	\$	9
a. Over five (5), each	\$	1.8
9 Miscellaneous	\$	24

10 Type one hood	\$	121
11 Fire Supression	\$	73
12 Pressure/propane tank up to 1,000 gallons	\$	17

**Other inspections and fees**

1 Inspections outside of normal business hours	\$	109
2 Re-inspection fee	\$	73
3 Inspections for which no fee is specifically indicated	\$	73
Additional plan review required by changes, additions, or revisions to approved plans (minimum charge - one-half		
4 (1/2) hour)	\$	73

**Building Permit Valuation Schedule - 2024**

**Foundation/Basements\***

	Notation	Unit	per unit
Crawlspace/Monolithic Slab		LF	\$ 33
Unfinished		SF	\$ 18
Semi-finished (insulated)		SF	\$ 28
Finished		SF	\$ 91

**Dwellings**

"Average Construction"		ICC Table	
"Good Construction"	1 SF	\$	212
Qualified Affordable Housing	SF	\$	91
Modular	SF	\$	79
Move/Relocated	SF	\$	49
Addition - "Average Construction"		ICC Table	
Addition - "Good Construction"	SF	\$	212
Interior Remodel		Submit Contractor's Bid/FMV	

**Accessory Structures/Uses\***

Carport	SF	\$	17
Garage/Barn/Work Shop/Storage:			
Conventional construction (stick frame)	SF	\$	30
Pole Construction	SF	\$	22

**Miscellaneous**

Abandoned applications:			
Plan review fee after first 180 days	%	\$	12
Plan review fee after second 180 days	%	\$	24
Alternative/Group M (storage structures)		\$	121
Bulkheads:			
Wood or Concrete to 4 ft.	LF	\$	121
Wood or Concrete over 4 ft.	LF	\$	206
Solar Panels		FMV of the racking system	
Deck/porch	SF	\$	18
Covered deck/porch	SF	\$	24
Demolition		\$	182
Excessive inspection fee (triggered when conducting a third re-inspection on the same issue)		\$	73
Fences:			
six (6) to seven (7) ft. high	LF	\$	13
Seven (7) and over (per bid)			
Flood Development - Non-substantial plumbing, mechanical, and deck		\$	30

Flood Development - ALL Other		\$	121
Manufactured/Mobile Homes in Parks		\$	121
Single-wide/private		\$	364
Double-wide/private		\$	486
Stock Plan Review - Homes and heated buildings		\$	425
Stock Plan Review - Unheated garages and pole buildings		\$	109
Sunroom	SF	\$	73
Swimming Pools	SF	\$	109
Temporary uses under the fire code, e.g. carnival		\$	182
Water Storage Tanks	gallon	\$	0.7
Work conducted without a permit: Double the standard permit fee			