

ISLAND COUNTY COMMISSIONERS' WORK SESSION SCHEDULE OCTOBER 1, 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.	Superior Court
9:10 a.m.	Budget
9:20 a.m.	Public Health
9:35 a.m.	Public Works
9:50 a.m.	Facilities
10:35 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 6th 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. 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 SUPERIOR COURT

WORK SESSION AGENDA

MEETING DATE: 10/1/2025

To: Melanie Bacon, Chair
Board of Island County Commissioners
From: Megan Frazier, Administrator

Amount of time requested for agenda discussion. 10 minutes

DIVISION: Administrative

Agenda Item No.: 1

Subject: Contract between the Administrative Office of the Courts and Island County Superior Court to improve access to the Court.

Description: The purpose of this agreement is to partner with individual local courts in improving access to the Court for Limited English Proficient (LEP), deaf, hard of hearing, and deaf/blind individuals in accordance with RCW Chapters 2.42 and 2.43.

Attachment: Interagency Agreement AOC2759

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: Complete

Budget Review: Complete

P.A. Review: Not Applicable



WASHINGTON
COURTS

INTERAGENCY AGREEMENT

BETWEEN

WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS

AOC2759

AND

ISLAND COUNTY SUPERIOR AND JUVENILE COURT

FOR

LANGUAGE ACCESS AND INTERPRETER REIMBURSEMENT PROGRAM (LAIRP)

1. PARTIES TO THE AGREEMENT

This Interagency Agreement is made and entered into by and between the State of Washington acting by and through the Washington State Administrative Office of the Courts, hereinafter referred to as "AOC or Procuring Agency," and Island County Superior and Juvenile Court , referred to as "Court or Agency". The AOC and the Agency may be referred to individually as a "Party" and collectively as the "Parties".

2. DEFINITIONS

For purposes of this agreement, the following definitions shall apply:

- a. "Credentialed Interpreter" means an interpreter who is Credentialed by the Administrative Office of the Courts, as defined in RCW 2.43.020 (1) or an interpreter certified by the Office of the Deaf and Hard of Hearing (ODHH) pursuant to WAC 388-818-500, et. seq. The names and contact information of AOC-certified interpreters are found, and incorporated herein by reference, at http://www.courts.wa.gov/programs_orgs/pos_interpret/ The names and contact information of ODHH-certified interpreters are found, and incorporated herein by reference, at: <https://fortress.wa.gov/dshs/odhhapps/Interpreters/CourtInterpreter.aspx>
- b. "Qualified Interpreter" means a non-credentialed interpreter who is qualified on the record by a judicial officer.
- c. "Legal proceeding" means any proceeding in any court, and in any type of hearing before a judicial officer, an administrative law judge, or before an administrative board, commission, agency, or licensing body of the state or any political subdivision, as defined in RCW 2.43.020 (4).

- d. "Qualifying Event" means a proceeding or event for which an interpreter is appointed by an appointing officer pursuant to RCW 2.42 and/or RCW 2.43.

3. PURPOSE

The purpose of this Agreement is to partner with individual local courts in improving access to the Court for Limited English Proficient (LEP), deaf, hard of hearing, and deaf/blind (D/HH/DB) individuals in accordance with RCW Chapters 2.42 and 2.43.

- a. These funds are intended to address each court's following needs:

- i. Financial Need – i.e., the gap between the court's available financial resources and the costs to meet its need for credentialed, and qualified interpreters, and the implementation of the Court's language access plan; and
- ii. Need for Court Interpreters – i.e., the public's right to access the court, and the court's responsibility to provide court credentialed, and qualified interpreters as required by RCW Chapters 2.42 and 2.43.

Need for Language Access in General – i.e., translations, customer service, technology enabling remote interpreting, and other things that are necessary for courts to provide fair and equitable access for LEP and D/HH/DB individuals.

THEREFORE, IT IS MUTUALLY AGREED THAT:

4. STATEMENT OF WORK

The Court shall:

- a. Ensure that the interpreter funding is used only for language access purposes and for reimbursement of costs paid to credentialed and qualified interpreters for Qualifying Events pursuant to **Appendix A**, which is incorporated in this agreement.
- b. Track and provide interpreter cost and usage data through the web application provided by the AOC Language Access and Interpreter Reimbursement Program, reflecting information about the Court's interpreter and language access costs and services.
- c. Provide the AOC Project Manager with a list of all users who require access to submit data to the Language Access and Interpreter Reimbursement Program web application.
- d. Work with the AOC Language Access Team, the Interpreter and Language Access Commission, and neighboring courts to identify and implement best and promising practices for providing language access and interpreter services.
- e. Encourage its staff overseeing interpreter services at the court to attend trainings (in person and/or online) provided by the AOC Interpreter and Language Access Commission and Language Access Team.
- f. Elect to pay for interpreter services, if necessary, that are not in accordance with the provisions of **Appendix A** as set forth; while such payments will not be

reimbursed, Court still commits to entering data into the application for these interpreter services, irrespective of their eligibility for reimbursement.

- g. Have a Language Access Plan (LAP) in place to participate in this program.
 - i. The Court must submit the most recent version of their LAP to the AOC Project Manager by **December 1, 2025**, at **LAP@courts.wa.gov**.
 - ii. The Court agrees to work with the AOC LAP Coordinator to update and revise the LAP for final approval by the AOC.
 - iii. The Court certifies that they will exercise reasonable due diligence in maintaining and updating their LAP as required by law.

5. PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on **July 1, 2025**, and end on **June 30, 2026**, unless terminated sooner or extended, as provided herein.

6. COMPENSATION

AOC will reimburse the Court a total compensation not to exceed **\$1,569** for payments made during the period from **July 1, 2025**, through **June 30, 2026**, related to the purpose of this agreement.

Procuring Agency may extend the term of this Contract or increase funds by mutual written amendment. Such amendment shall be on the same terms and conditions as set forth in this Contract.

7. INVOICES; BILLING; PAYMENT

The Court will submit properly prepared itemized invoices quarterly through the web application on an A19 form to AOC Program Manager. The Data shall be submitted electronically to the AOC as described in Subsection 4.b., above, and in conjunction with the quarterly invoice. The Court shall maintain sufficient backup documentation of expenses under this Agreement observing the following:

- a. The Court shall receive payment for its costs for interpreter and language access services as set forth in **Appendix A**, and incorporated herein.
- b. The Court shall not be reimbursed for interpreter services costs for Qualifying Events or other goods and services set forth in **Appendix A** until properly-completed A19 invoices, corresponding data (See subsection 4.b.), and the AOC approved LAP (See subsection 4.g.), are received and approved by AOC, pursuant to the following schedule:
 - i. Reflecting Qualifying and non-qualifying Events, and any goods or services purchased, occurring between July 1, 2025 and September 30, 2025, must be received by the AOC no later than December 31, 2025.
 - ii. Reflecting Qualifying and non-qualifying Events, and any goods or services,

purchased occurring between October 1, 2025 and December 31, 2025, must be received by the AOC no later than February 27, 2026.

- iii. Reflecting Qualifying and non-qualifying Events, and any goods or services, occurring between January 1, 2026 and March 31, 2026, must be received by the AOC no later than April 30, 2026.
- iv. Reflecting Qualifying and non-qualifying Events, and any goods or services, occurring between April 1, 2026 and June 30, 2026, must be received by the AOC no later than July 15, 2026.

c. The Court shall submit documents related to reimbursement claims upon request by the AOC, including but not limited to translated materials or invoices for goods and services.

d. The Court shall make reasonable efforts to submit invoices by the due date. Any supplemental invoices submitted after the due date must be reported to the AOC for approval which may be processed at the discretion of the AOC Project Manager.

e. Payment to Court for approved and completed work will be made by warrant or account transfer by AOC within 30 days after each quarterly deadline, provided that the invoice and data report are complete and accurate.

Incorrect or incomplete A19s shall be returned by AOC to the Agency for correction and resubmission.

f. Payment will be considered timely if made by the AOC within thirty (30) calendar dates after each quarterly deadline. No A19 shall be submitted until after a deliverable has been accepted by the AOC Program Manager.

The AOC will not make any advanced payments or payments in anticipation of services or supplies under this Contract.

8. REVENUE SHARING

- a. AOC, in its sole discretion, may initiate revenue sharing. AOC will notify the Court no later than May 1, 2026 that AOC intends to reallocate funding among courts in the program. If AOC determines the Court may not spend all funds available under the Agreement, then AOC may reduce the Agreement amount. If AOC determines the Court may spend more funds than available under the Agreement and for its scope, then AOC may increase the Agreement amount.
- b. If the AOC initiates revenue sharing, the Court will receive a unilateral amendment to the agreement, replacing the revenue sharing letter sent in previous years, which will include the Court's revised budget. The Revenue Sharing Amendment is deemed final and the Court shall not receive any payment exceeding the revised contract limit.

9. AGREEMENT MANAGEMENT

The Program Manager and Agency Program Manager noted below shall be responsible for and shall be the contact people for all communications and billings regarding the performance of this Contract. The parties may change administrators by written notice.

AOC Program Manager	Agency Program Manager
<p>Tae Yoon PO Box 41170 Olympia, WA 98504-1170 Interpreterreimbursement@courts.wa.gov (360) 705-5281</p>	<p>Megan Frazier Court Administrator PO Box 5000 Coupeville, WA 98239-5000 m.frazier@islandcountywa.gov (360) 679-7361</p>

10. RECORDS, DOCUMENTS, AND REPORTS

- Records Retention.** The Agency shall maintain books, records, documents and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the AOC, the Office of the State Auditor, and federal officials so authorized by law, rule, regulation, or contract. The agency will retain all books, records, documents, and other material relevant to this contract as required, a minimum of six (6) years after end of period of performance (including all amendments to extend) or termination of the agreement or as otherwise specified and make them available for inspection by persons authorized under this provision. If any litigation, claim, or audit is commenced prior to the expiration of the required retention period, such period shall extend until all such litigation, claims, or audits have been resolved.
- Public Records.** It is the policy of the Administrative Office of the Courts to facilitate access to its administrative public records. This Agreement and related records are subject to disclosure under General Court Rule 31.1. For additional information, please contact the AOC Public Records Officer.

11. RIGHTS IN DATA

Unless otherwise provided, data which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the AOC. Data shall include, but not be limited to, 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.

12. RESPONSIBILITY OF THE PARTIES

Each party to this Agreement assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omission on the part of itself, its employees, or its agents. Neither party assumes any responsibility to the other party for any third-party claims.

13. DISPUTE RESOLUTION

To the extent practicable, the Parties shall use their best, good faith efforts cooperatively and collaboratively to resolve any dispute that may arise in connection with this Agreement as efficiently as practicable, and at the lowest possible level with authority to resolve such dispute. The Parties shall make a good faith effort to continue without delay to carry out their respective responsibilities under this Agreement while attempting to resolve any such dispute. If, however, a dispute persists and cannot reasonably be resolved, it may be escalated within each organization. In such circumstance, upon notice by either party, each party, within five (5) business days shall reduce its description of the dispute to writing and deliver it to the other party. The receiving party then shall have three (3) business days to review and respond in writing. In the event the parties cannot agree on a mutual resolution within fifteen (15) business days, the parties shall appoint a member of a dispute resolution board within Thurston County and those two appointed members will select a third. The Board shall employ dispute resolution measures and its result is binding. Both parties agree that, the existence of a dispute notwithstanding, the Parties will continue without delay to carry out all respective responsibilities under this Agreement that are not affected by the dispute.

14. GENERAL PROVISIONS

- a. Amendment or Modification. Except as set forth herein, this Agreement may not be amended or modified except in writing and signed by a duly authorized representative of each party hereto. In revenue sharing procedures AOC will issue a unilateral amendment.
- b. Appendix. All appendices referred to herein are deemed to be incorporated in this Agreement in their entirety.
- c. Assignment. The work to be provided under this Agreement, and any claim arising thereunder, 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.
- d. Authority. Each party to this Agreement, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Agreement and that its execution, delivery, and

performance of this Agreement has been fully authorized and approved, and that no further approvals or consents are required to bind such party.

- e. Captions & Headings. The captions and headings in this Agreement are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Agreement nor the meaning of any provisions hereof.
- f. Conformance. If any provision of this Agreement violates any statute or rule of law of the State of Washington, it is considered modified to conform to that statute or rule of law.
- g. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Agreement at different times and places by the Parties shall not affect the validity thereof so long as all the Parties hereto execute a counterpart of this Agreement.
- h. Electronic Signatures. An electronic signature or electronic record of this Agreement or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement or such other ancillary agreement for all purposes.
- i. Entire Agreement. This Agreement constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.
- j. Governing Law. The validity, construction, performance, and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its choice of law principles that would provide for the application of the laws of another jurisdiction.
- k. 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.
- l. Jurisdiction & Venue. In the event that any action is brought to enforce any provision of this Agreement, the parties agree to exclusive jurisdiction in Thurston County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington.
- m. No Agency. The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this Agreement. Neither party is an agent of the other party nor authorized to obligate it.

- n. Right of Inspection. The Agency shall provide right of access to its facilities to the AOC, or any of its officers, or to any other authorized agent or official of the State of Washington at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this agreement.
- o. Severability. If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.
- p. 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 failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.
- q. Termination for Convenience. Except as otherwise provided in this Agreement, either party may terminate this Agreement upon thirty (30) calendar days prior written notification. Upon such termination, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of such termination.
- r. Termination for Non-Availability of Funds. AOC's ability to make payments is contingent on availability of funding. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to completion or expiration date of this Agreement, AOC, at its sole discretion, may elect to terminate the Agreement, in whole or part, for convenience or to renegotiate the Agreement subject to new funding limitations and conditions. AOC may also elect to suspend performance of the Agreement until AOC determines the funding insufficiency is resolved. AOC may exercise any of these options with no notification restrictions, although AOC will make a reasonable attempt to provide notice.

In the event of termination or suspension, AOC will reimburse eligible costs incurred by the Agency through the effective date of termination or suspension. Reimbursed costs must be agreed to by AOC and the Agency. In no event shall AOC's reimbursement exceed AOC's total responsibility under the agreement and any amendments.

- s. Suspension for Convenience. AOC may suspend this Agreement or any portion thereof for a temporary period by providing written notice to the Agency a minimum of seven (7) calendar days before the suspension date. Agency shall resume

performance on the first business day following the suspension period unless another day is specified in writing by AOC prior to the expiration of the suspension period.

t. **Waiver**. A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

EXECUTED AND EFFECTIVE as of the day and date first above written.

**WASHINGTON STATE ADMINISTRATIVE
OFFICE OF THE COURTS**

**Island County Superior and Juvenile Court
LAIRP**

Signature *Date*
Dawn Marie Rubio
Name
State Court Administrator & Director
Title

Signature *Date*
Megan Frazier
Name
Title

APPENDIX A

WASHINGTON STATE LANGUAGE ACCESS AND INTERPRETER REIMBURSEMENT PROGRAM FUNDING

FUNDING CONDITIONS AND PAYMENT STRUCTURE

The Language Access and Reimbursement Program funding conditions and payment structure shall be as follows:

1. GENERAL FUNDING CONDITIONS

The Washington State Administrative Office of the Courts (AOC), will reimburse courts under this Agreement for the cost of spoken language interpretation and sign language interpretation and other goods and services that improve language access in the courts for Limited English Proficient (LEP), deaf, and hard of hearing persons. This includes interpreters credentialed by AOC (certified or registered), or otherwise court-qualified interpreters appointed pursuant to RCW 2.42 and RCW 2.43 under the following conditions listed under Section 2 “Qualifying Interpreter Events.”

It also includes goods and services that improve language access, listed under Section 3 “Language Access Goods and Services”.

Courts shall work with AOC staff in determining whether an expense that is not explicitly mentioned below, qualifies as a reimbursable expense under the Agreement.

2. QUALIFYING INTERPRETING EVENTS

A. Spoken Language Interpreters Qualifying Events

AOC will reimburse courts for 50% of the actual expenses for services of WA state AOC-credentialed or otherwise court-qualified interpreters pursuant to RCW 2.43 that meet one of the following conditions:

- a) If there is at least one WA state AOC credentialed interpreter in the language being used, then reimbursement will only be provided for using an AOC credentialed interpreter who is credentialed in that language.
- b) Compensation for interpreters for languages for which neither a certified interpreter nor registered interpreter is offered will be reimbursed where the interpreter has been qualified on the record pursuant to RCW 2.43.
- c) Courts will not be reimbursed for events using non-AOC credentialed interpreters if there is one or more WA state AOC credentialed interpreter listed for the language being used.

B. Sign Language Interpreters Qualifying Events

AOC will reimburse courts for 50% of the actual expenses for services of American Sign Language (ASL) interpreters and Certified Deaf Interpreters (CDI) pursuant to RCW 2.42 when the interpreter is listed with the Department of Social and Health Services, Office of Deaf and Hard of Hearing (DSHS, ODHH) as a court-certified interpreter.

The Office of Deaf and Hard of Hearing (ODHH) at the Department of Social and Health Services (DSHS) maintains a list of Certified Court Sign Language Interpreters. This list includes American Sign Language (ASL) interpreters and Certified Deaf Interpreters (CDI). To qualify for reimbursement, an event using an ASL and/or CDI interpreter from this list must be used.

Certified interpreters are listed under three categories:

- Specialist Certificate: Legal – SC: L
- RID Certification with SC: L written test
- Intermediary Interpreters (Deaf Interpreter)

The most up to date list can be found here:
<https://fortress.wa.gov/dshs/odhhapps/Interpreters/CourtInterpreter.aspx>

C. Staff Interpreters (Salaried Staff)

Reimbursement will be provided for salaried staff meeting the Qualifying Event conditions for 50% of the payment of credentialed spoken and sign language interpreters, as referenced in subsections 2.A and 2.B above.

D. Telephonic and Video Remote Interpreting and Services for Legal Proceedings

AOC will reimburse 50% of the costs for using certified, registered, or otherwise qualified interpreters operating by telephone or video for court proceedings. The services must meet the Qualifying Event conditions for the payment of credentialed spoken and sign language interpreters, as referenced in subsections 2.A and 2.B above.

3. LANGUAGE ACCESS GOODS AND SERVICES

Courts can request reimbursement for 100% of the costs for goods and services that will help increase language access in the Court.

Courts shall submit documents related to reimbursement claims under goods and services, including original and translated materials for translation services, and applicable invoices for other goods and services, upon request by the AOC.

The items listed below are common goods and services that courts have used to increase language access and will be improved for reimbursement.

- Translation services
- Telephonic interpreter services for events outside of court proceedings
- Portable video device(s) for video remote interpreting
- Equipment used for simultaneous interpretation
- Staff training on language access, interpreting, or bilingual skills improvement
- Interpreter scheduling software fees
- Printed signage for language assistance purposes

Items or services not listed above must be pre-approved (via email) by Language Access and Interpreter Reimbursement Program Coordinator prior to purchase or they may not qualify for reimbursement under the Program.

4. SCOPE OF REIMBURSEMENT FUNDING

Reimbursement payment under this Agreement will only be made to the Court when the cost is paid out of the budget or budgets, in the case of multi-court collaborative applicants of the Court responsible for full payment.

5. PAYMENT STRUCTURE

A. Reimbursement Rate

a) Spoken Language Interpreters

AOC will reimburse the Court for 50% of the cost of AOC credentialed, or otherwise court-qualified interpreters providing services under this Agreement.

b) Sign Language Interpreters

AOC will reimburse the Court for 50% of the cost of certified interpreters providing services under this Agreement.

c) Staff Interpreters (Salaried Staff)

AOC will reimburse the Court for 50% of the cost of AOC credentialed staff interpreters.

d) Contracted Interpreters

The cost of credentialed or otherwise qualified contract interpreters who are paid other than on an hourly basis, for example, on a half-day or flat rate basis, will be reimbursed at 50%.

e) Remote Interpreting

AOC will reimburse the Court for 50% of the cost of using credentialed or

otherwise qualified interpreters providing interpretation by telephone or video for legal proceedings.

f) Cancellation Fees

AOC will reimburse the Court for 50% of cancellation fees paid to interpreter.

g) Goods and Services

AOC will reimburse the Court for 100% of the approved cost of goods and services related to language access in courts.

B. Travel Time and Mileage

AOC will reimburse the Court at 50% of the cost of interpreter travel time and mileage.

Interpreter travel time is reimbursable if a required party fails to appear. "Failure to appear" means a non-appearance by the LEP or deaf or hard of hearing client, attorneys, witnesses, or any necessary party to a hearing, thereby necessitating a cancellation or continuance of the hearing. The Court can be reimbursed for 50% of the cancellation fees paid to the interpreter.



ISLAND COUNTY BUDGET/RISK

WORK SESSION AGENDA

MEETING DATE: 10/1/2025

To: **Melanie Bacon, Chair**
Board of Island County Commissioners
From: **Susan Geiger, Director**

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

DIVISION: Administrative

Agenda Item No.: 1

Subject: Request for Waiver of Competitive Solicitation

Description: Request of the Board of County Commissioners to waive the competitive solicitation procurement method as allowed in ICC 2.29.030.B.12 to move forward with utilizing Liz Loomis Public Affairs for Corrections Center Ballot Initiative Communications.

Attachments: Waiver of Competitive Solicitation, Island County Proposal 092225

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 Budget & Risk Management

Susan M Geiger, Director

1 NE 7th Street, Coupeville, WA 98239

Ph: Whidbey 360-678-7837

Email: SM.Geiger@islandcountywa.gov | www.islandcountywa.gov

REQUEST FOR WAIVER OF COMPETITIVE SOLICITATION

TO: Board of County Commissioners

FROM: Jeff Douglas, Assistant Risk Manager

DATE: October 1, 2025

SUBJECT: Waiver of Competitive Solicitation

It is requested that the Board of County Commissioners waive the competitive solicitation procurement method as allowed in ICC 2.29.030.B.12 for Corrections Center Ballot Initiative Communications with Liz Loomis Public Affairs.

ICC 2.29.030-Competitive solicitation required; expectations.

B. Other services. All service contracts, other than contracts for electronic data processing or telecommunication service covered above, shall be entered into pursuant to competitive solicitation, except for:

12. Any service contract waived by the Board of Commissioners on a case by case basis.

Due to the extensive experience and knowledge working on ballot measures inside Washington it is recommended that the Board of County Commissioners waive the competitive solicitation procurement method as allowed in ICC 2.29.030.B.12.

Approved on _____, 2025, Waiver of Competitive Solicitation as allowed under ICC 2.29.030.B.12 for the Corrections Center Ballot Initiative Communications.

BOARD OF COUNTY COMMISSIONERS
ISLAND COUNTY, WASHINGTON

Melanie Bacon, Chair

ATTEST:

Jennifer Roll, Clerk of the Board

Date: September 22, 2024
Memo to: Jeff Douglas, Budget and Risk Management, Island County
From: Liz Loomis
Re: Proposal

Thank you for taking the time to speak with me this week regarding the Family Justice Center (or Justice and Corrections Center) project. I also appreciate the reports you shared, which I've reviewed. Based on our conversation, I am submitting an updated proposal outlining how we can assist Island County in communicating with residents about the need for an updated facility to house inmates and juveniles.

At this stage, our role would be to share information about the challenges facing the current facility, its impact on inmates and staff, and the options the County has researched to address these issues. We would also welcome the opportunity to participate in discussions and provide input as the project evolves, including helping to identify an appropriate election date depending on the funding option the County wants to pursue.

PHASED APPROACH

In our previous proposal, we recommended a three-phase approach. This updated proposal focuses on Phase 1, which introduces the project to the community, educates residents on the challenges and solutions, and outlines the public participation process.

Phase 2 would lead up to the County Council's deliberations on a ballot resolution and communication of that decision. Phase 3 would follow, focusing on communication after the Council's decision and, if approved, preparation for a ballot measure.

PROJECT FACILITATION

We would work with the County to identify and assemble a **project team**. The next step would be an **intake meeting** to gather the data and information necessary to create initial content. We anticipate holding **monthly, online meetings** with the project team to review strategy, content, and materials prior to release.

As part of the first phase, we will develop initial **key messages** to educate the public about the need for an adequate facility. (Please note that these messages must change once a public decision has been made on a site and if the council moves forward with a public process to go to

ballot.) These messages will form the foundation for all public and media communication. Once approved by the County, the information will also be shared internally to ensure message consistency across the organization.

Key messages will be incorporated into a **communications plan** that we design and implement throughout Phase 1. This scope of work will outline the communication projects completed each month across various channels.

We will also **identify a spokesperson**—or small team of spokespeople—for the project. Ideally, this would include a representative from law enforcement or the courts with a strong commitment to public safety.

TACTICS FOR MESSAGE DELIVERY

We will identify county communication assets, develop materials to support those that are in place, and create new ones if needed. We also anticipate reaching out to potential coalition partners, such as community service organizations, to share the materials that we create. These projects could include, but are not limited to:

Paid Media

These tactics allow control of message, timing, and distribution. Examples include:

- Drafting a **Frequently Asked Questions** card for public meetings.
- Preparing **articles** for the County's employee newsletter.
- Submitting brief articles for coalition partner publications.

Earned Media

We recommend a series of **press releases** to share key messages, such as:

- Highlighting the County's needs assessment and feasibility study.
- Inviting public input on the three proposed locations.
- Reporting back on the final decision and providing a timeline for next steps.

We recognize that media coverage related to a ballot measure may attract online criticism. We will determine which comments need correcting and will prepare **factual responses** for the County to address misinformation.

Shared Media

This includes outreach through the County's social media platforms and coalition partners' networks.

- Social Media – We will develop a series of **graphics and copy** to be posted on the County's approved platforms, encouraging community participation and providing project updates.
- Public Outreach – We will collaborate with the County to plan **public meetings**. These sessions will share findings from the feasibility study, explain options, and gather feedback. We will also prepare a concise **slide presentation** illustrating challenges, the need for an adequate facility, and site options. There will also be interactive stations featuring design schematics or similar visuals to encourage audience engagement.

Owned Media

We will draft content for a **dedicated project webpage** on the County's site, serving as a central hub for events, updates, and resources throughout Phase 1 and beyond.

BUDGET

We anticipate that Phase 1 of the project will take four months at a cost of \$36,000. We are not anticipating expenses for this phase unless travel is required for in-person meetings.

CONCLUSION

Since 1997, Liz Loomis Public Affairs has provided strategic communication services for local governments, including counties, cities, fire/EMS, public utilities, school and hospital districts. Our work helps local governments effectively engage with residents, particularly around ballot measures for revenue or organizational changes.

New clients choose our firm because of our personal service, accessibility, attention to detail, and the value we deliver. We intentionally limit the number of clients we accept to ensure high-quality service, and we work remotely to reduce costs. We are also knowledgeable in state law, helping clients maintain integrity and compliance with voters. This approach has contributed to a 95% success rate in elections.

Thank you for the opportunity to submit this proposal. Please feel free to contact me with questions at any time. The best way to reach me is by email at liz@llpa.biz or 425-308-6236.



ISLAND COUNTY PUBLIC HEALTH

WORK SESSION AGENDA

MEETING DATE: 10/1/2025

To: Melanie Bacon, Chair
Board of Island County Commissioners

From: Shawn Morris, Director

Amount of time requested for agenda discussion. 15 minutes

DIVISION: Dept of Natural Resources

Agenda Item No.: 1

Subject: Contract the Washington State Department of Ecology (DOE) funding the Marine Resources Committee (MRC)

Description: Contract SEANWS-2025-IsCoPH-00014 with the Washington State Department of Ecology (DOE) is a renewal grant contract to fund the Island County Marine Resources Committee's (MRC) work to protect and restore local marine resources in Island County from October 1, 2025, through September 30, 2027. This two-year grant agreement provides the MRC with \$252,000 for this work.

Attachment: 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: Complete

P.A. Review: Complete

New Contract:
Washington State Department of Ecology (Ecology) for
Island County Marine Resources Committee
Contract No.: SEANWS-2025-IsCoPH-00014

- Executive Summary -

Summary	Contract SEANWS-2025-IsCoPH-00014 with Washington State Department of Ecology (Ecology) is a renewal grant contract to fund the Island County Marine Resources Committee's work to protect and restore local marine resources in Island County from October 1, 2025, through September 30, 2027.
Policy and Regulatory Context	<p>Island County Marine Resources Committee (MRC) is an advisory body to county government established in 1999 and comprised of many community volunteers who represent diverse interests and industries, with the common goal to protect and restore marine resources in the Puget Sound area through scientific monitoring, restoration projects, and community education. The MRC's purpose is to investigate, research, and identify local marine resources, and marine resource and habitat issues; recommend remedial actions to Island County agencies and authorities; carry out such recommendations where so approved; and build local awareness of the issues and broad-based community support for the remedies.</p> <p>Equity Lens</p> <p>The MRC includes 12 citizen members that intentionally represent a wide variety of interests across all three jurisdictions in the County, including recreational fishing, agriculture, boating, science, the environment, local government, ports, tribes, higher education, and resource management. The group has worked hard to recruit more diverse perspectives to take part in board work; the group currently has one indigenous member, a member from the Navy, a Port Commissioner, and a younger schoolteacher, and are working to find representatives of the agricultural community and additional representatives from the Naval and Indigenous communities.</p> <p>The MRC is working to educate broader audiences by hosting more events in the Oak Harbor area. In addition, we started a Diversity, Equity, and Inclusion Subcommittee in 2022 that continues to work to include additional perspectives in the research and advisory context.</p> <p>Climate Lens</p> <p>The MRC has invested substantial time and resources into the pursuit of better understanding the impacts of climate change, especially sea level rise, on the shorelines of Island County. The Committee has drafted a sea level rise white paper for the review and use of the BOCC, as well as actively involved with the upcoming Comprehensive Plan update, Shoreline Master Plan update, and many other collaborative efforts that require thorough analysis of climate impacts.</p>
Fiscal Impact	<p>This two-year grant agreement provides the MRC with \$252,000 for this work. No matching funds from the County are required.</p> <p>This contract will be utilized from October 1, 2025, through September 30, 2027, to fund the MRC Coordinator position within IC DNR as well as public workshops, education and outreach, advisory board work, and other projects.</p>
Recommendation	Accept this 2025-2027 contract for a total of \$252,000 for the MRC.



Agreement No. SEANWS-2025-IsCoPH-00014

SHORELANDS NORTHWEST STRAITS AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

ISLAND COUNTY

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY," and Island County, hereinafter referred to as the "RECIPIENT," to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	Island County MRC Operations and Projects 2025-2027
Total Cost:	\$252,000.00
Total Eligible Cost:	\$252,000.00
Ecology Share:	\$252,000.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	10/01/2025
The Expiration Date of this Agreement is no later than:	09/30/2027
Project Type:	Northwest Straits Grant

Project Short Description:

This grant will be used to fund the Island County Marine Resources Committee's (MRC) (RECIPIENT) operations and projects from October 1, 2025, through September 30, 2027. This project will protect and restore local marine resources in Island County.

Project Long Description:

This agreement provides day-to-day operations and coordination of activities for the RECIPIENT.

The RECIPIENT will also carry out projects for the 2025-27 grant period. These include:

1. Monitoring bull kelp beds and forage fish spawning at selected sites.
2. Conduct ongoing stewardship at the Hoypus Point and Cornet Bay restoration sites

3. Carry out education and outreach to target audiences, including K-12 students and recreational crabbers.

4. Initiate the first phase of developing a community-based forage fish research program.

Overall Goal:

To protect and restore local marine resources in Island County and support the RECIPIENT's general operations, which allow the RECIPIENT to connect with the community and advise decision-makers on local marine resource issues.

Agreement No: SEANWS-2025-IsCoPH-00014

Project Title: Island County MRC Operations and Projects 2025-2027

Recipient Name: Island County

RECIPIENT INFORMATION

Organization Name: Island County

Federal Tax ID: 91-6001321

UEI Number: 193740040000

Mailing Address: 1 NE 7th Street
Coupeville, WA 98239

Physical Address: 1 NE 6th Street
Coupeville, Washington 98239

Organization Fax: (360) 679-7390

Contacts

Project Manager	Elise Adams 1 NE 6th St Coupeville, Washington 98239 Email: e.adams@islandcountywa.gov Phone: (360) 678-7807
Billing Contact	Renee Lohmann Accounting Supervisor 1 NE 6th Street Coupeville, Washington 98239 Email: r.lohmann@islandcountywa.gov Phone: (360) 678-7889
Authorized Signatory	Melanie Bacon Island County Commissioner 1 NE 6th St Coupeville, Washington 98239 Email: district1@islandcountywa.gov Phone: (360) 678-7807

Agreement No: SEANWS-2025-IsCoPH-00014

Project Title: Island County MRC Operations and Projects 2025-2027

Recipient Name: Island County

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
Shorelands
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: Shorelands
300 Desmond Drive SE
Lacey, WA 98503

Contacts

Project Manager	Sasha Horst Breazeale-Padilla Bay Interp. Center 10441 Bayview Edison Rd. Mt Vernon, Washington 98273-7242 Email: horst@nwstraits.org Phone: (360) 428-1084
Financial Manager	Cindy James Financial Manager PO Box 47600 Olympia, Washington 98504-7600 Email: cjam461@ecy.wa.gov Phone: (360) 407-6485

AUTHORIZING SIGNATURES

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology's authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

Washington State
Department of Ecology

Island County

By:

Joenne McGerr
Shorelands
Program Manager

Template Approved to Form by
Attorney General's Office

By:

Melanie Bacon
Island County Commissioner

Date

SCOPE OF WORK

Task Number: 1 **Task Cost:** \$193,500.00

Task Title: 1. MRC Operations

Task Description:

1.1 MRC Operations: Schedule, prepare/distribute agenda and post public notices of MRC meetings; prepare and distribute minutes of MRC meetings; maintain current MRC membership list; recruit MRC members (if allowable by county) and provide onboarding for new members; track volunteer hours, in-kind support and leveraged funds and provide information quarterly to Northwest Straits Commission staff; communicate regularly with NWSC staff.

1.2 MRC Communication: Maintain MRC website (including current meeting schedules, agendas and projects); communicate regularly with county council/commission; increase awareness of the purpose of the MRC and its role in the county; communicate with relevant audiences about the projects and programs of the MRC.

1.3 MRC grant administration: Ensure that grant agreement is implemented on schedule with satisfactory deliverables; prepare progress reports, final report and completion report for Northwest Straits Commission; track and administer budget, including spending out on deadlines per state and federal fiscal years; manage sub-contracts as applicable and provide copies to Northwest Straits Commission grant manager; prepare MRC workplan and MRC annual report to summarize MRC activities and progress; communicate revisions to or concerns about carrying out the agreement to Northwest Straits Commission staff; and prepare grant applications for MRC projects.

1.4 Training and representation: MRC members will attend Northwest Straits Initiative annual conference; MRC staff will participate in regular meetings and forums for MRC staff; a representative of the MRC will attend each Northwest Straits Commission meeting.

1.5 MRC Advisory: MRCs will serve as a resource to county government to help identify local marine conservation and protection needs and recommend remedial actions; MRCs will advise county council/commission/executive on local and regional marine issues as appropriate and as requested.

Task Goal Statement:

To carry out administrative functions in support of the mission (including work plan preparation, developing and preparing grant proposals, programmatic staff support, project monitoring and performance tracking, education programs and grant writing), travel, planning and participation in training opportunities.

Task Expected Outcome:

- a. MRCs have a documented process to recruit and train members to be active participants and contributors to the work of the MRC.
- b. Information about projects and the work of the MRC is accessible and shared regularly through presentations, meetings, and web site.
- c. The MRC meets regularly in a public forum that is promoted locally to community members and decision makers.

d. The MRC is informed of and contributes to the work of the Northwest Straits Commission.

e. The value of volunteer hours and other local contributions to the work of the MRC is documented and shared with the Commission and the County.

f. The work of the MRC is planned in advance through an annual workplan and documented in an annual report.

g. MRC members and staff contribute to other relevant local and regional processes related to marine issues.

Recipient Task Coordinator: Elise Adams

1. MRC Operations

Deliverables

Number	Description	Due Date
1.1	Progress Report	
1.2	Quarterly Reporting of Meeting Agendas , Minutes and Reports to the Commission	
1.3	Matching Funds/Volunteer Time Tracking	
1.4	Annual Workplan	
1.5	Annual Report	
1.6	Closeout Report due by agreement expiration	

SCOPE OF WORK

Task Number: 2 **Task Cost:** \$20,200.00

Task Title: 2. Monitoring

Task Description:

A. Forage fish monitoring: The RECIPIENT will coordinate with Washington State Department of Fish and Wildlife (WDFW) to conduct forage fish spawn surveys at identified Island County index sites in order to understand when and where forage fish are spawning. The RECIPIENT will partner with the Northwest Straits Foundation to conduct forage fish spawn surveys at planned or completed restoration sites. This will guide efforts for shoreline protection and restoration and monitor the results of shoreline restoration projects.

B. Bull kelp monitoring: The RECIPIENT will participate in a regional program with the Northwest Straits Commission to better understand bull kelp abundance and changes over time. The RECIPIENT will survey bull kelp beds around Island County annually, including piloting a tidal index component to correlate surface expression at low tides of various depths for several Island County beds. This will include recruiting and training volunteers and completing surveys of kelp beds during the summer growing periods.

The RECIPIENT will prepare a Quality Assurance Project Plan (QAPP) or QAPP Waiver for the collection and analysis of environmental data. This plan will go through a review process and must be approved by ECOLOGY and fully signed and uploaded to EAGL prior to initiating monitoring activities.

The RECIPIENT will submit an annual project report for Forage Fish and Bull Kelp monitoring summarizing the project activities and results for each year.

Task Goal Statement:

To better understand temporal and spatial forage fish spawning trends across the Northwest Straits region and to help better understand the impact and efficacy of shoreline restoration.

To document kelp bed characteristics at selected sites in Island County throughout the growing season and compare results from year to year.

Task Expected Outcome:

Forage fish volunteers will be trained and conduct accurate monitoring, monitoring samples will be provided to WDFW, and results will be shared with volunteers and partners.

Bull kelp volunteers will be trained to conduct bull kelp surveys, annual baseline measurement of kelp conditions will be collected and provided to project partners, and an investigation of the relationship between tidal height and surface expression at specific beds will be completed.

Recipient Task Coordinator: Ken Collins, PaulBen McElwain, Kirk Larsen

2. Monitoring

Deliverables

Number	Description	Due Date
2.1	2026 Forage Fish Quality Assurance Project Plan.	
2.2	2026 Forage Fish summary report.	
2.3	2026 Forage Fish summary report.	
2.4	2026 Bull Kelp summary report.	
2.5	2027 Forage Fish Quality Assurance Project Plan.	
2.6	2027 Bull Kelp Quality Assurance Project Plan.	
2.7	2027 Forage Fish summary report.	
2.8	2027 Bull Kelp summary report.	

SCOPE OF WORK

Task Number: 3 **Task Cost:** \$13,200.00

Task Title: 3. Stewardship

Task Description:

The RECIPIENT is a partner with Washington State Parks, NW Straits Foundation, and other partners on a shoreline restoration effort at Cornet Bay and Hoopus Point. This includes planting, maintaining, and monitoring native riparian vegetation at the sites as part of the post-construction phase of restoration.

The RECIPIENT will continue vegetation maintenance at the Cornet Bay and Hoopus Point restoration sites. This will include organizing volunteer participation in the vegetation maintenance, watering and mulching as needed, weeding and noxious weed treatment and removal.

The RECIPIENT will submit annual project reports summarizing the stewardship maintenance activities and results for each year, and a restoration site checklist that includes success measurements.

Task Goal Statement:

To ensure a successful restoration site, where the area provides better habitat for marine species, at least 65% of the plantings are in good health, and the site provides a sense of place and example of shoreline restoration for visitors and residents.

Task Expected Outcome:

The extent and health of vegetation at Cornet Bay will be maintained. At least 10 volunteers will be engaged in maintenance efforts. Forage fish and salmonid populations will be supported at the restoration sites through improved habitat.

3. Stewardship

Deliverables

Number	Description	Due Date
3.1	Restoration site checklist that includes success measurements.	
3.2	2026 project report.	
3.3	2027 project report.	

SCOPE OF WORK

Task Number: 4 **Task Cost:** \$5,000.00

Task Title: 4. Education and Outreach

Task Description:

The RECIPIENT will develop and implement classroom and field lessons on relevant marine topics and deliver them to Island County K-12 students; conduct outreach to recreational crabbers to promote best practices to reduce the number of derelict crab pots. The RECIPIENT will update their Education and Outreach plan annually to identify other potential target audiences, key messages, strategies/tools to reach them, and metrics for success.

The RECIPIENT will submit an annual Education and Outreach Plan and annual project reports summarizing the project activities and results for each year.

Task Goal Statement:

To reach diverse target audiences within Island County and encourage engagement with current issues and promote stewardship of the marine environment.

Task Expected Outcome:

Engagement of Island County communities in order to protect marine and nearshore resources, and adoption of individual actions that improve our marine and nearshore resources.

Recipient Task Coordinator: Andi Kopit

4. Education and Outreach

Deliverables

Number	Description	Due Date
4.1	2026 Education and Outreach Plan.	
4.2	2026 Education and Outreach Report.	
4.3	2027 Education and Outreach Plan.	
4.4	2027 Education and Outreach Report.	

SCOPE OF WORK

Task Number: 5 **Task Cost:** \$20,100.00

Task Title: 5. Community Based Forage Fish Research

Task Description:

The RECIPIENT will carry out the first phases of development of a sustainable, long-term forage fish project, to be driven by sound scientific research questions. The RECIPIENT will work with regional partners to focus on supporting beach-spawning forage fish research. The RECIPIENT will organize and host a facilitated workshop that will cultivate partnerships, collectively improve understanding of the current state of forage fish research in the Salish Sea, and initiate the co-designing of a research plan for a community-based forage fish research project.

The RECIPIENT will submit a light refreshment request form for the workshop, if needed, and a copy of workshop materials and agenda.

The RECIPIENT will submit annual project reports summarizing the project activities and results for each year.

Task Goal Statement:

To develop a sustainable, long-term beach-spawning forage fish life history research project, or series of projects, that engages community volunteers and produces tangible and impactful outputs.

Task Expected Outcome:

To develop a sustainable, long-term beach-spawning forage fish life history research project, or series of projects, that engages community volunteers and produces tangible and impactful outputs.

5. Community Based Forage Fish Research

Deliverables

Number	Description	Due Date
5.1	Copy of workshop materials and agenda.	
5.2	Light refreshment request form, if needed.	
5.3	2026 report on project activities.	
5.4	2027 report on project activities.	

BUDGET

Funding Distribution EG260113

NOTE: The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.

Funding Title: General Fund – State 2025-26

Funding Effective Date: 10/01/2025

Funding Type: Grant

Funding Expiration Date: 06/30/2026

Funding Source:

Title: General Fund - State

Fund: FD

Type: State

Funding Source %: 100%

Description: To distribute equally among the seven Puget Sound Marine Resources Committees.

Approved Indirect Costs Rate: Approved Rate Negotiated Between ECOLOGY and RECIPIENT: 30%

Recipient Match %: 0%

InKind Interlocal Allowed: No

InKind Other Allowed: No

Is this Funding Distribution used to match a federal grant? Yes

General Fund – State 2025-26	Task Total
1. MRC Operations	\$ 52,900.00
2. Monitoring	\$ 4,300.00
3. Stewardship	\$ 0.00
4. Education and Outreach	\$ 0.00
5. Community Based Forage Fish Research	\$ 7,800.00

Total: \$ 65,000.00

BUDGET

Funding Distribution EG260114

NOTE: The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.

Funding Title: General Fund – State 2026-27

Funding Effective Date: 07/01/2026

Funding Type: Grant

Funding Expiration Date: 06/30/2027

Funding Source:

Title: General Fund - State

Fund: FD

Type: State

Funding Source %: 100%

Description: To distribute equally among the seven Puget Sound Marine Resources Committees.

Approved Indirect Costs Rate: Approved Rate Negotiated Between ECOLOGY and RECIPIENT: 30%

Recipient Match %: 0%

InKind Interlocal Allowed: No

InKind Other Allowed: No

Is this Funding Distribution used to match a federal grant? Yes

General Fund – State 2026-27	Task Total
1. MRC Operations	\$ 58,700.00
2. Monitoring	\$ 4,300.00
3. Stewardship	\$ 0.00
4. Education and Outreach	\$ 0.00
5. Community Based Forage Fish Research	\$ 2,000.00

Total: \$ 65,000.00

BUDGET

Funding Distribution EG260115

NOTE: The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.

Funding Title: Puget Sound Partnership/EPA 2025-26 Funding Type: Grant
Funding Effective Date: 10/01/2025 Funding Expiration Date: 09/30/2027

Funding Source:

Title: Puget Sound Partnership/EPA

Fund: FD

Type: Federal

Funding Source %: 100%

Description: Northwest Straits Commission and Marine Resources Committees

Federal Awarding Agency:

Environmental Protection Agency

Federal Awarding Agency Contact:

Ahren Stroming

Federal Awarding Agency Phone:

360-918-1337

Federal Awarding Agency Email:

ahren.stroming@psp.wa.gov

Federal Awarding Agency Address:

PO Box 40900, Olympia WA 98504-0900

CFDA Catalog Name:

National Estuary Program

CFDA Number: 66.456

FAIN: CE01J97401

Research Grant: No

Federal Award Date: 10/1/2021

Total Federal Award Amount: \$3,400,000.00

Federal Funds Obligated To Recipient: \$61,000.00

Approved Indirect Costs Rate: Approved Rate Negotiated Between ECOLOGY and RECIPIENT: 30%

Recipient Match %: 0%

InKind Interlocal Allowed: No

InKind Other Allowed: No

Is this Funding Distribution used to match a federal grant? Yes

Agreement No: SEANWS-2025-IsCoPH-00014

Project Title: Island County MRC Operations and Projects 2025-2027

Recipient Name: Island County

Puget Sound Partnership/EPA 2025-26	Task Total
1. MRC Operations	\$ 37,600.00
2. Monitoring	\$ 5,800.00
3. Stewardship	\$ 7,100.00
4. Education and Outreach	\$ 2,500.00
5. Community Based Forage Fish Research	\$ 8,000.00

Total: \$ 61,000.00

BUDGET

Funding Distribution EG260116

NOTE: The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.

Funding Title: Puget Sound Partnership/EPA 2026-27 Funding Type: Grant
Funding Effective Date: 10/01/2026 Funding Expiration Date: 09/30/2027

Funding Source:

Title: Puget Sound Partnership/EPA

Fund: FD

Type: Federal

Funding Source %: 100%

Description: Northwest Straits Commission and Marine Resources Committees

Federal Awarding Agency:

Environmental Protection Agency

Federal Awarding Agency Contact:

Ahren Stroming

Federal Awarding Agency Phone:

360-918-1337

Federal Awarding Agency Email:

ahren.stroming@psp.wa.gov

Federal Awarding Agency Address:

PO Box 40900, Olympia WA 98504-0900

CFDA Catalog Name:

National Estuary Program

CFDA Number: 66.456

FAIN: CE01J97401

Research Grant: No

Federal Award Date: 10/1/2021

Total Federal Award Amount: \$3,400,000.00

Federal Funds Obligated To Recipient: \$61,000.00

Approved Indirect Costs Rate: Approved Rate Negotiated Between ECOLOGY and RECIPIENT: 30%

Recipient Match %: 0%

InKind Interlocal Allowed: No

InKind Other Allowed: No

Is this Funding Distribution used to match a federal grant? Yes

Puget Sound Partnership/EPA 2026-27	Task Total
1. MRC Operations	\$ 44,300.00
2. Monitoring	\$ 5,800.00
3. Stewardship	\$ 6,100.00
4. Education and Outreach	\$ 2,500.00
5. Community Based Forage Fish Research	\$ 2,300.00

Total: \$ 61,000.00

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
General Fund – State 2025-26	0.00 %	\$ 0.00	\$ 65,000.00	\$ 65,000.00
General Fund – State 2026-27	0.00 %	\$ 0.00	\$ 65,000.00	\$ 65,000.00
Puget Sound Partnership/EPA 2025-26	0.00 %	\$ 0.00	\$ 61,000.00	\$ 61,000.00
Puget Sound Partnership/EPA 2026-27	0.00 %	\$ 0.00	\$ 61,000.00	\$ 61,000.00
Total		\$ 0.00	\$ 252,000.00	\$ 252,000.00

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

SEANWS-2025

Federal Terms and Conditions

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."

1. Nondiscrimination Laws and Social Policies

The requirements described in this section, when applicable, apply to the organization receiving EPA financial assistance itself, rather than the project receiving EPA funding. Most EPA financial assistance recipients and subrecipients are subject to the laws and policies described below. As provided in 2 CFR 200.300, the general terms and conditions of EPA grants implement these requirements. This list of nondiscrimination and social policy requirements is for informational purposes only and is not intended to provide guidance on compliance in the context of a particular EPA assistance agreement. If it appears that one or more of these requirements may apply, pass-through entities should consult with their EPA Project Officer for advice.

a. Non-Discrimination Laws

Title VI of the Civil Rights Act of 1964, Section 13 of the Federal Water Pollution Control Act Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, The Age Discrimination Act of 1975. These four laws prohibit discrimination in the provision of services or benefits, on the basis of race, color, national origin, sex, disability or age, in programs or activities receiving federal financial assistance.

Agreement No: SEANWS-2025-IsCoPH-00014

Project Title: Island County MRC Operations and Projects 2025-2027

Recipient Name: Island County

Pursuant to EPA's regulations on "Nondiscrimination in Programs receiving Federal Assistance from the Environmental Protection Agency," in 40 CFR Part 5 and 40 CFR Part 7 the pass-through entity must agree, and require all subrecipients to agree, not to discriminate on the basis of race, color, national origin, sex, disability or age. The fact that the regulations do not address discrimination on the basis of age does not exempt recipients from compliance with the later-enacted Age Discrimination Act.

b. Executive Order 11246

Part III of Executive Order No. 11246 (September 24, 1965) as amended prohibits discrimination in Federally assisted construction activities. As provided in section 301 of the Executive Order, Pass-through entities must ensure that subrecipients include the seven clauses specified in section 202 of the Order in all construction contracts. Section 302 defines "Construction contract" as "any contract for the construction, rehabilitation, alteration, conversion, extension, or repair of buildings, highways, or other improvements to real property." Contracts less than \$10,000 are exempt from the requirements of the Order.

c. Executive Order 13798

Executive Order 13798 established a policy of promoting free speech and religious liberty. It reinforces the requirement that religious organizations be allowed to participate in Federal financial assistance programs on an equal footing with other organizations without being required to alter their religious character. States or other public grantees may not condition subawards in a manner that would disadvantage grant applicants based on their religious character.

d. Disadvantaged Business Enterprises (updated 04/24/2025)

EPA regulations at 40 CFR Part 33, "Participation by Disadvantaged Business Enterprises in U.S. Environmental Protection Agency Programs" set forth requirements to ensure nondiscrimination in the award of contracts under EPA financial assistance agreements. These requirements apply to subrecipients in accordance with 40 CFR

33.102 and the definition of "Recipient" in 40 CFR 33.103. Pursuant to a class exception issued on March 17, 2025, the EPA is suspending negotiations of fair share objectives with recipients under 40 CFR Part 33, Subpart D; recipient reporting requirements under 40 CFR 33.502; and the compliance and enforcement provisions under 40 CFR 33.105. EPA is also waiving the requirement to collect the final EPA Form 5700-52A, MBE/WBE Utilization Under Federal Grants and Cooperative Agreements as part of the closeout procedures of an EPA award. The class exception was authorized pursuant to the authority in 2 CFR, Section 1500.4(b). For additional details see the Recipient/Applicant Information Notice RAIN-2025-G02.

e. Consultation with State and Local Officials

The Demonstration Cities and Metropolitan Development Act and the Intergovernmental Cooperation Act instructed federal agencies to consult with local officials to ensure smoother coordination of their assistance programs and to ensure that projects funded under federal programs are consistent with local planning requirements. Similarly, Executive Order 12372 as amended (1983) established procedures for intergovernmental review of federal financial assistance projects. EPA has implemented these requirements in 40 CFR Part 29.

EPA financial assistance programs subject to intergovernmental review may be found at:

<https://www.epa.gov/grants/epa-financial-assistance-programs-subject-executive-order-12372-and-section-204-demonstration>. Executive Order 12372 exempts tribal programs from intergovernmental review. If intergovernmental review is required, and neither EPA nor the pass-through entity complied with 40 CFR Part 29 prior to award because the location of subaward projects had not been determined, the pass-through entity must comply with intergovernmental review requirements after award. Intergovernmental review requirements vary among the states. As provided at 40 CFR 29.9(d) if a state does not have a single point of contact for intergovernmental review, the recipient must offer directly affected State, area-wide, regional and local officials an opportunity to comment on the subrecipient's proposed project.

f. Clean Air Act and Clean Water Act

Section 306 of the Clean Air Act (CAA) and section 508 of the Clean Water Act (CWA), as implemented by Executive Order 11738 (1973), prohibit performance of Federal assistance agreements at facilities disqualified due to certain violations of the CAA or CWA. Disqualified facilities are listed in the System for Award Management. Pass-through entities must ensure that subrecipients are not disqualified and that they are aware of the requirement to check SAM, to determine if facilities that will be used to perform contracts or subawards are listed in SAM.

2. Financial Management Policies

These policies apply to transactions financed by EPA financial assistance funds and apply to both pass-through entities and subrecipients on the basis of either regulatory requirement or the General Terms and Conditions (T&C) of the pass-through entity's agreement with EPA. Pass-through entities should consult with their EPA Project Officer for advice if they have questions regarding how these policies apply to a particular subaward.

a. Federal Funding Accountability and Transparency Act

As set forth in the General Condition of the pass-through entity's agreement with EPA entitled "Reporting Subawards and Executive Compensation" the pass-through entity must ensure that subrecipients comply with Federal Funding Accountability and Transparency Act (FFATA) reporting requirements. Pass-through entities may use the terms of their subaward agreement or other effective means to meet their responsibilities.

b. Suspension and Debarment

The pass-through entities responsibilities are described at 2 CFR Part 180, Subpart C and the "Debarment and Suspension" T&C of the pass-through entity's agreement with EPA. These requirements, which include checking SAM to ensure that potential contractors, subrecipients and their principals and agents are not suspended, debarred or otherwise ineligible to participate in Federal assistance programs also apply to subrecipients. It is important to note that in addition to being precluded from all first tier contracts and all contracts requiring EPA approval in accordance with 2 CFR 180.220 under 2 CFR 1532.220 suspended or debarred parties may not receive EPA funded contracts in excess of \$25,000 at any tier. Also, at 2 CFR 1532.995 EPA has identified

activities that suspended or debarred parties may not perform as a "Principal" in EPA financial assistance agreements and subawards.

c. Limits on Fees Charged by Individual Consultants

EPA's Fiscal Year 2009 Appropriation Act (Pub. L. 111-8) restricts the amount of EPA financial assistance that recipients may use to compensate individual consultants. EPA implements this requirement at 2 CFR 1500.10(a) and the "Consultant Cap" T&C. Pass- through entities must ensure that subrecipients comply with the limitation on compensation for individual consultants through the terms of their subaward agreements or another effective means. Additional information regarding when the consultant fee limit applies is available in the Best Practice Guide for Procuring Services, Supplies, and Equipment Under EPA Assistance Agreements and the Interim General Budget Development Guidance for Applicants and Recipients of EPA Financial Assistance.

d. Management Fees

EPA policy prohibits recipients and subrecipients from charging management fees or making similar arrangements to receive EPA financial assistance in excess of direct or Federally approved indirect cost rates. This prohibition is implemented by the Management Fees T&C. Pass-through entities must ensure that subrecipients comply with this requirement through the terms of their subaward agreements or another effective means.

e. New Restrictions on Lobbying, 40 CFR Part 34

All recipients of EPA funds, including subrecipients, are subject to the requirements in 40 CFR Part 34. For example, pass-through entities must ensure that subawards in excess of \$100,000 require that subrecipients submit certification and disclosure forms required by 40 CFR 34.110 and the "Lobbying and Litigation" Term and Condition.

f. Uniform Grant Guidance Requirements (UGG)

Subrecipients must comply with 2 CFR Part 200 requirements including, but not limited to, when they award procurement contracts, make subawards, and incur other costs borne by EPA financial assistance. Pass-through entities must ensure that subrecipients comply with this requirement through the terms of their subaward agreements or another effective means.

g. Build America, Buy America Act

Pass-through entities must ensure subrecipients comply with the Buy America sourcing requirements under the Build America, Buy America (BABA) provisions of the Infrastructure Investment and Jobs Act (IIJA) (P.L. 117-58, §§70911-70917). The BABA requirements apply to expenditures for projects for which funds have been obligated on or after May 14, 2022 under a Federal financial assistance program for infrastructure, unless the expenditures are subject to an EPA-approved waiver. The BABA provisions require that all of the iron, steel, manufactured products, and construction materials used in these projects be produced in the United States. The BABA sourcing requirements apply to an entire infrastructure project, even if it is funded by both Federal and non-federal funds under one or more awards.

Pass-through entities and subrecipients must implement these requirements in their procurements, and these requirements must be included in the terms of all subawards and contracts at any tier. For descriptions of general applicability waivers, legal definitions and sourcing requirements, pass-through entities and subrecipients must consult EPA's BABA website.

When supported by a rationale provided in Section 70914 of the IIJA, pass-through entities and/or sub-recipients, as appropriate, may submit a project-specific waiver to EPA. Guidance on the submission instructions of an EPA waiver request will be available on the EPA BABA website. A list of approved EPA waivers is available on the EPA BABA website.

3. Environmental Authorities

These requirements typically apply when an EPA funded project involves construction, remediation of contamination in water, soil, or buildings, and similar activities which alter the physical environment. Other environmental laws may apply to a project independent of EPA funding. Financial assistance for research, training, technical assistance and related outreach, environmental education, program operations, or installation of pollution control equipment on vehicles or vessels, are generally not affected by these requirements. Note that this list of environmental authorities is for informational purposes only and is not intended to provide guidance on compliance in the context of a particular EPA assistance agreement. If it appears that one or more of these requirements may apply, pass-through entities should consult with their EPA Project Officer for advice.

a. National Environmental Policy Act

Where applicable, the National Environmental Policy Act (NEPA) requires federal agencies to conduct an environmental review of their proposed actions, with a view toward ensuring informed decision-making and public input. EPA's NEPA regulations are at 40 CFR Part 6, and note that certain EPA actions are exempt from NEPA. Pass- through entities and subrecipients may be required to assist EPA with NEPA compliance, where appropriate.

b. National Historic Preservation Act

Section 106 of the NHPA requires federal agencies to take into account the effects of their undertakings on historic properties and to provide the Advisory Council on Historic Preservation (AChP) a reasonable opportunity to comment on such undertakings. Under the AChP's regulations, consultations generally occur in the first instance with state and/or tribal historic preservation officials, with direct AChP involvement in certain cases. EPA funded projects with the potential to affect historic properties – i.e., properties listed in or eligible for listing in the National Register of Historic Places – may implicate this statute. This may include, for instance, EPA-funded projects that involve alteration of structures (e.g., asbestos abatement) that are historic properties or construction/remediation on culturally sensitive lands.

Pass-through entities should work with their Project Officer to ensure that subrecipients are available to work with EPA on any required consultation process with the State or Tribal Historic Preservation Office prior to commencing the project to ensure

compliance with section 106 of the NHPA.

c. Archeological and Historic Preservation Act

This law applies if archeologically significant artifacts or similar items are discovered after an EPA funded construction project has begun, and compliance may be coordinated with the NHPA, discussed above. The AHPA requires federal agencies to identify relics, specimens, and other forms of scientific, prehistorical, historical, or archaeologic data that may be lost during the construction of federally sponsored projects to ensure that these resources are not inadvertently transferred, sold, demolished or substantially altered, or allowed to deteriorate significantly. Pass-through entities must ensure that subrecipients performing construction projects are aware of this requirement and pass-through entities must notify EPA if the AHPA is triggered.

d. Protection of Wetlands, Executive Order 11990 (1973), as amended

EPA funded projects involving new construction in wetlands may implicate this Executive Order. The terms and conditions of the EPA assistance agreement may require pass- through entities to ensure that subrecipients assist EPA in determining whether a proposed project will be located in (or affect) a wetland, and if so, evaluating practicable alternative locations for the project or other mitigation.

e. Flood Plain Management, Executive Order 11988 (1977), as amended, and Executive Order 13690 (2015)

EPA funded projects that are in or will affect a flood plain are covered by these Executive Orders and Water Resources Council guidance. EPA assistance agreement terms and conditions may require pass-through entities to ensure that subrecipients work with EPA to evaluate practicable alternatives or other mitigation to reduce flood risks and protect flood plains.

f. Farmland Protection Policy Act

This statute requires EPA to use criteria developed by the Natural Resources Conservation Service (NRCS) to identify the potential adverse effects of Federal programs on farmland and its conversion to nonagricultural uses, to mitigate these effects, and to ensure that programs are carried out in a manner that is compatible with the farmland preservation policies of state and local governments, and private organizations. Pass-through entities and their subrecipients may need to work with EPA or NRCS, as appropriate, to ensure compliance.

g. Coastal Zone Management Act

This statute requires EPA to ensure that Agency funded activities in coastal areas are consistent with state coastal zone management plans that have been approved by the Department of Commerce. Pass-through entities and subrecipients should consult directly with the state Coastal Zone Management agency during the planning stages to ensure that the EPA funded project will be consistent with the state's coastal zone management plan.

h. Coastal Barriers Resources Act

This statute restricts federal financial assistance that would encourage development in the Coastal Barriers Resources System, a collection of undeveloped and ecologically sensitive barrier formations along the Atlantic and Gulf Coasts of the United States, and the shore areas of the Great Lakes, and adjacent wetlands, marshes, estuaries, inlets, and near-shore waters.

During the planning phase of a proposed project located in the Coastal Barriers Resources System, pass-through entities and subrecipients should consult with the state Coastal Zone Management agency to determine whether a proposed project will have an effect on the system, and if so, the alternative sites or mitigating measures that must be incorporated in the project's design.

i. Wild and Scenic Rivers Act

This statute prohibits federal assistance for water resource projects that would have direct and adverse effects on, invade, or unreasonably diminish, the special values of a congressionally designated wild and scenic river. Pass-through entities and subrecipients should consult with appropriate state or federal (National Park Service or Bureau of Land Management) agency to determine whether the project or any alternatives under consideration may affect a designated river.

j. Endangered Species Act (ESA)

This statute requires Federal agencies to ensure that their activities are not likely to jeopardize endangered species, adversely

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modify designated critical habitats, or incidentally take (injure or kill) endangered animals without authorization, in consultation with the appropriate federal wildlife agency (the U.S. Fish and Wildlife Service or National Marine Fisheries Service) as described in 50 CFR Part 402. The ESA consultation process is triggered when an action “may affect” ESA-protected species or critical habitat.

Pass-through entities and subrecipients should coordinate with EPA to ensure consultation occurs where appropriate.”

k. Magnuson-Stevens Fisheries Conservation and Management Act

Magnuson-Stevens Fisheries Conservation and Management Act as amended by The Sustainable Fisheries Act of 1996 is intended to manage and conserve Essential Fish Habitats (EFH). The National Marine Fisheries Service (NMFS) administers the Act. Pass-through entities and subrecipients must coordinate with NMFS to determine whether a proposed project may adversely affect an EFH. If an action may adversely affect an EFH, the subrecipient must complete an EFH consultation with NMFS.

l. Clean Air Conformity Act

This statute prohibits any Federal assistance for an activity within a non- attainment or maintenance area that fails to conform to an applicable State Implementation Plan. Pass- through entities and subrecipients should first consult with their state air program’s website to determine if an EPA funded activity is in a non-attainment or maintenance area. If the EPA funded activity is within a non-attainment or maintenance area the pass-through entity and subrecipient should consult with the state air program to determine conformity. Note that EPA regulations at 40 CFR 93.153(c) exempt a number of activities including planning, studies, technical assistance and remediation under the Comprehensive Environmental Response, Liability and Compensation Act (CERCLA).

m. Safe Drinking Water Act

Precludes the use of EPA financial assistance for projects that would contaminate sole source aquifers. Pass-through entities and subrecipients must contact state officials to determine whether a sole source aquifer is in the vicinity of the proposed project. If a sole source aquifer is in the project planning area, then the assistance recipient, in consultation with state ground water officials, must conduct investigations to determine if the aquifer could be contaminated by the project. If the project could potentially affect ground

water supplies, the assistance recipient, in consultation with ground water officials, must elect an alternative site or devise adequate mitigating measures.

4. National Defense.

a. Never Contract with the Enemy (P.L. 113-91)

This statute applies only to grants and cooperative agreements that are expected to exceed \$50,000 and that are performed outside the United States, including U.S. territories, and that are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities. The “Never Contract with the Enemy” restrictions are implemented in 2 CFR Part 180. Recipients must ensure that none of the funds, including supplies and services, received under Federal grants or cooperative agreements are provided directly or indirectly (including through subawards or contracts) to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

b. Prohibition using Federal funds for certain telecommunications and video surveillance services or equipment (Section 889 of P.L. 115-232).

This statute prohibits using Federal funds to procure equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified as subject to the section 889. These entities are recorded in the System for Award

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Management exclusion list. Section 889 is implemented in 2 CFR 200.216 and the general terms and conditions of EPA assistance agreements. EPA recipients, subrecipients, and borrowers under EPA funded revolving loan fund programs are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services produced by entities subject to section 889 as a substantial or essential component of any system, or as critical technology as part of any system.

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:

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CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- 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.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required Unique Entity Identifier in www.sam.gov <<http://www.sam.gov>> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <<http://www.usaspending.gov>>.

For more details on FFATA requirements, see www.fsrs.gov <<http://www.fsrs.gov>>.

C. FEDERAL FUNDING PROHIBITION ON CERTAIN TELECOMMUNICATIONS OR VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf) <<https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf>>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use federal funds to purchase certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the [System for Award Management \(SAM\)](https://sam.gov/SAM/) <https://sam.gov/SAM> exclusion list.

GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS

For DEPARTMENT OF ECOLOGY GRANTS and LOANS

07/01/2023 Version

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/2301002.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (<https://ocio.wa.gov/policy/accessibility>) as it relates to "covered technology." This requirement applies to all products supplied under the Agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take all reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic archaeological sites, historic buildings/structures, traditional cultural places, sacred sites, or other cultural resources, hereby referred to as Cultural Resources.

The RECIPIENT must agree to hold harmless ECOLOGY in relation to any claim related to Cultural Resources discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
 - Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds as required by applicable State and Federal requirements.
- * For state funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.

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- For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).
- b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves field activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.
- Make the IDP readily available to anyone working at the project site.
- Discuss the IDP with staff, volunteers, and contractors working at the project site.
- Implement the IDP when Cultural Resources or human remains are found at the project site.

c) If any Cultural Resources are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.

- Immediately stop work and notify the ECOLOGY Program, who will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then the ECOLOGY Program.
- e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting Cultural Resources and human remains.

5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

7. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.

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j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this Agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

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The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at:

<http://www.ecy.wa.gov/eim>.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at:

<https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

15. INDEPENDENT STATUS

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

16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

20. PROGRESS REPORTING

Agreement No: SEANWS-2025-IsCoPH-00014

Project Title: Island County MRC Operations and Projects 2025-2027

Recipient Name: Island County

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the Agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

21. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains 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.
- b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
- c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
- d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
- e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
- f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
 1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
 2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
- g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

Agreement No: SEANWS-2025-IsCoPH-00014

Project Title: Island County MRC Operations and Projects 2025-2027

Recipient Name: Island County

22. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
- b) Be kept in a common file to facilitate audits and inspections.
- c) Clearly indicate total receipts and expenditures related to this Agreement.
- d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.

RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced.

Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

24. SEVERABILITY

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

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

- a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.
- b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing,

<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

28. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no

Agreement No: SEANWS-2025-IsCoPH-00014

Project Title: Island County MRC Operations and Projects 2025-2027

Recipient Name: Island County

event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the Agreement and any amendments. If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

End of General Terms and Conditions



ISLAND COUNTY PUBLIC WORKS

WORK SESSION AGENDA

MEETING DATE: 10/1/2025

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

From: **Fred Snoderly, Director**

Amount of time requested for agenda discussion. 15 minutes

DIVISION: Solid Waste

Agenda Item No.: 1

Subject: Camano Island Recycling Services

Description: An Amendment No. 1 to the current contract with Waste Management, Inc. for provision of recycling services at the Camano Island Transfer Station is being proposed. As per Section 3.5.1 of the contract, the Amendment adjusts rates of compensation following passage of HB 2081 resulting in an increase in B&O taxation.

Attachment: **Memorandum, Proposed Amendment No. 1, Waste Management, Inc. Request for Rate Adjustment, 2024 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: Complete

P.A. Review: Not Applicable



Island County Public Works

Fred Snoderly, Director

James Sylvester, Assistant Director

1 NE 7th Street, Coupeville, WA 98239 | www.islandcountywa.gov

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

Email: F.Snoderly@islandcountywa.gov | J.Sylvester@islandcountywa.gov

M E M O R A N D U M

October 1, 2025

TO: Board of Island County Commissioners

FROM: James Sylvester, Assistant Director

RE: **Camano Island Recycling Services Provision**

Currently, Island County contracts with Waste Management, Inc. (WM) for provision of transportation and recycling services for recyclable materials collected at the Camano Island Transfer Station. As per Section 3.5.1 of the contract, following passage of Washington State Legislature House Bill 2081 raising the B&O tax from 1.75% to 2.1%, WM has requested the following rate adjustment:

Service	Current Rates	Rates Effective 10/1/2025
Recyclable Materials processing, per ton	\$213.64	\$214.39
Roll Off Recyclable Materials, per haul	\$192.25	\$192.92
Scrap Metal, per haul*	\$192.25	\$192.92
Contamination charge, per ton	\$30.00	\$30.11
*The County is responsible for all processing costs for Scrap Metal. The rate listed above is for containers and transportation only.		

Based on 2024 total tonnage, number of hauls, and contamination rates, the annual increase in cost resulting from the requested rate adjustment is less than \$1,000. Please find attached a proposed Amendment to contract, implementing the requested rate adjustment, for your consideration. Thank you.

**FIRST AMENDMENT
CONTRACT FOR CAMANO ISLAND RECYCLING SERVICES
ISLAND COUNTY, WASHINGTON**

This FIRST AMENDMENT TO THE ISLAND COUNTY, WASHINGTON CONTRACT FOR CAMANO ISLAND RECYCLING SERVICES is made and entered into between WASTE MANAGEMENT OF WASHINGTON, INC., a Delaware corporation (Contractor) and ISLAND COUNTY, a political subdivision of the State of Washington (County). The parties shall be collectively referred to herein as the “Parties” and individually as a “Party”, unless specifically identified otherwise. This First Amendment shall be effective upon October 1, 2025 (Effective Date).

RECITALS

WHEREAS the Parties entered into Island County, Washington Contract (Contract) for Camano Island Recycling Services dated October 29, 2024; and

WHEREAS, as per Contract Section 3.5.1(c) and 3.51(d), Extraordinary Rate Adjustments, following an increase in the State of Washington Business and Occupation tax rate from 1.75% to 2.1%, the Parties wish to amend the Contract to adjust compensation, upon the terms and conditions contained herein.

TERMS AND CONDITIONS

NOW THEREFORE, for and in consideration of the mutual covenants and promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Compensation. Section 3.1 of the Original Contract is hereby adjusted as per the following Compensation Schedule:

Service	Current Rates	Rates Effective 10/1/2025
Recyclable Materials processing, per ton	\$213.64	\$214.39
Roll Off Recyclable Materials, per haul	\$192.25	\$192.92
Scrap Metal, per haul*	\$192.25	\$192.92
Contamination charge, per ton	\$30.00	\$30.11
*The County is responsible for all processing costs for Scrap Metal. The rate listed above is for containers and transportation only.		

2. Full Force and Effect. Except as otherwise provided in this First Amendment, all other terms and provisions of the Contract remain in full force and effect.

IN WITNESS WHEREOF, the Parties enter into this First Amendment of the Contract as of the Effective Date. Each person signing this First Amendment represents and warrants that he or she has been duly authorized to enter into this First Amendment by the Party on whose behalf it is indicated that the person is signing.

WASTE MANAGEMENT OF WASHINGTON, INC.

CONTRACTOR:

WASTE MANAGEMENT OF WASHINGTON, INC.
720 4TH Avenue, Suite 400
Kirkland, WA 98033

Juan Gomez, VP & Assistant Secretary

Date

APPROVED this _____ day of _____, 2025.

**BOARD OF COUNTY COMMISSIONERS
ISLAND COUNTY, WASHINGTON**

Melanie Bacon, Chair

ATTEST:

Jennifer Roll, Clerk of the Board



Waste Management
720 4th Ave, Suite 400
Kirkland, WA 98033

September 10, 2025

Jeffrey Hegedus
Manager, Solid Waste Division
Island County Public Works
1 NE 7th Street
Coupeville, WA 98239
J.Hegedus@islandcountywa.gov

Re: 2025 B&O Tax Increase Rate Adjustment

Please find the enclosed 2024 rate schedule for recycle services at Camano Island Transfer Station provided by WM.

The Washington State Legislature passed House Bill 2081, increasing the Business and Occupation (B&O) tax rate from 1.75% to 2.1% assessed on businesses operating in the State of Washington effective October 1, 2025. This results in an increased tax of 0.35%.

Section 3.5.1 Extraordinary Rate Adjustments, of WM's contract with the County states:

The Contractor's service rates set by this Contract are calculated to pay certain expenses and costs that are of a contingent and uncertain nature. Therefore, in addition to the annual CPI adjustment, the Contractor's rates under this Contract shall, upon written request of Contractor, be further adjusted on an interim basis for increased expenses or reduced revenue associated with performance of the services hereunder due to any one or more of the following causes:

(c) Any change in law, statute, rule, regulation, ordinance, order or requirement of any foreign, federal, state, regional or local government that is effective after the Effective Date of this Contract;

(d) Any increase in surcharges, fees, assessments or taxes levied by federal, state or local regulatory authorities or other governmental entities upon the collection or disposal of Recyclable Materials;

If Contractor requests an adjustment due to the extraordinary circumstances set forth above, Contractor shall prepare a rate adjustment request setting forth its calculation of the increased costs or reduced revenue and accompanying rate adjustment necessary to offset such increased costs or reduced revenue. The County may request any and all documentation and data reasonably necessary to evaluate such request by Contractor, and may retain, at its own expense, an independent third party to audit and review such documentation and such request. If such third party is retained, the County shall take reasonable steps, consistent with state law, to protect the confidential or proprietary nature of any data or information supplied by Contractor. The County shall act within ninety (90) days of receipt of the request from Contractor,



Waste Management
720 4th Ave, Suite 400
Kirkland, WA 98033

but shall approve the request if reasonably sufficient supporting information is provided.

Notwithstanding the foregoing, if the request is based upon any new or increased third party fees, taxes, assessments or charges, the County shall approve the interim rate adjustment within such time period as necessary to ensure that such fees, taxes, assessments or charges are passed on to customers by the date the same are effective.

In response to this provision, WM is proposing to implement the recent B&O tax increase, effective October 1, 2025.

Please reach out to Dean Boening if you have any further questions or would like to discuss the implications of this tax increase.

Sincerely,

A handwritten signature in black ink that reads "Kelly Emerson".

KELLY EMERSON
Contract Compliance Administrator
Public Sector, Pacific Northwest
kemerson@wm.com

ISLAND COUNTY, WASHINGTON

**TERMS AND CONDITIONS AND SCOPE OF SERVICES
FOR CAMANO ISLAND RECYCLING SERVICES**

**BETWEEN ISLAND COUNTY (COUNTY)
AND
WASTE MANAGEMENT OF WASHINGTON, INC. (CONTRACTOR)**

ISLAND COUNTY, WASHINGTON

TERMS AND CONDITIONS AND SCOPE OF SERVICES

FOR CAMANO ISLAND RECYCLING SERVICES

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ATTACHMENT "A" to Contracts and Purchase Orders for Service Contracts

TERMS & CONDITIONS

1. DEFINITIONS

1.1 Recyclable Materials means the materials described below and pursuant to Section 3.5. Notwithstanding the foregoing, in the event that the market for a certain commodity becomes unavailable, or if commodity pricing changes for reasons beyond the Contractor's control, making marketing of certain materials impracticable, Contractor may, with written notice to the County, remove materials from the list of Recyclable Materials.

MATERIAL TYPE	DESCRIPTION	PREPARATION INSTRUCTIONS	EXCLUSIONS
Glass	* Food or beverage containers	Remove lids; empty of all foods or liquids. Labels do not need to be removed.	Leaded glass: windows, mirrors, baking dishes, storage dishes, ceramic, plates, glassware, storage/canning jars.
Paper	<ul style="list-style-type: none"> * Office paper, copy paper, construction paper * Newspaper and paper inserts * Magazines and paper inserts * Catalogs * Cardboard * Mail and paper inserts * Envelopes * Paper bags * Cereal, cookie and cracker boxes * Paper towel tubes * Tissue boxes * Non-foil wrapping paper * Kraft paper bags or boxes 	Remove plastic bags (exterior or interior), plastic packaging, metal, electronics, magnets, twine, straws, lids and any food or liquids. Must be dry. Plastic windows in paper envelopes okay.	Shredded paper; paper envelopes with bubble wrap liners, insulation liners or envelopes made from plastic (Tyvek); laminated paper; stickers; labels; photos; carbon paper; receipts; paper affixed to magnets; wax or poly-coated cups, cartons or aseptic containers; pet food bags; mixed material bags; wet or soiled paper; paper with large amounts of paint or glue.
Cardboard	<ul style="list-style-type: none"> * Cardboard boxes * Cardboard packaging 	Flatten all cardboard. Remove all interior packaging, block foam, packing	Waxed cardboard, wet cardboard.

MATERIAL TYPE	DESCRIPTION	PREPARATION INSTRUCTIONS	EXCLUSIONS
	* Cardboard beverage 'flats' or nursery 'flats'	peanuts and exterior plastic wrap. Do not bundle with tape or twine. External tape okay. Oversized cardboard can be placed next to cart/container. Must be dry.	
Metal	* Tin, aluminum and steel food or beverage containers	Remove all exterior packaging; remove lids; empty of all food or liquids. Labels do not need to be removed.	Aluminum foil and trays; sharp or greasy metal; batteries; propane tanks; microwaves; electrical cords; cell phones; car snow chains. Empty aerosol cans. Metal appliances. Scrap Metals.
Plastic	* PET/PETE bottles (#1 plastic) * HDPE bottles/jugs (#2 plastic)	Plastic bottles with plastic screw-on lids are okay if lids are screwed back on, remove all other lids; remove straws; empty of all food, liquids or other debris. Labels do not need to be removed.	#3, #4, #5, #6 & #7 plastics, plastic bags, plastic cups, plastic film; plastic bottles that contained HEW listed materials; deli, bakery and produce clamshell containers; loose lids – any size; plant trays; PVC; large rigid plastic (outdoor furniture, laundry baskets, swimming pools, toys, etc.); hoses; landscaping/sprinkler tubins; dairy tubs, e.g., butter, yogurt, cottage cheese.

1.2 Recycle Park. A county-owned and County-staffed collection and transfer facility where Camano Island residents and businesses may self-haul and deposit post-consumer Recyclable Materials which are transferred to a permitted recycle center for further processing or preparation toward marketing for reuse. The Recycle Park is within a larger municipal solid waste drop box facility or transfer station.

1.3 Scrap Metals means ferrous or non-ferrous metallic consumer discards such as tools, barbecues, non-refrigerating appliances, wiring, household furnishings, bicycles and cookware. Scrap metals contain incidental non-metallic materials such as wood, rubber and plastic. For the purposes of this contract, non-ferrous metal does not include refrigerating appliances or metallic food or beverage cans.

2. GENERAL PROVISIONS

2.1 Law Applicable. This Contract is made in and shall be construed under the laws of the State of Washington.

2.2 Adherence to Law. Contractor shall comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the Contract.

The Contractor shall be responsible for, and pay for all applicable licenses and permits, except those which are the County's responsibility pursuant to Section 4.2.3.

The Contractor agrees not to exclude any person from employment and/or volunteer participation or deny benefits or services based on race, color, sex, sexual orientation, religion, national origin, creed, marital status, age, the presence of any sensory, mental or physical handicap or honorably discharged veteran or military status. The Contractor agrees to comply with the provisions of the Americans with Disabilities Act of 1990 and other anti-discrimination laws with which Island County must comply.

The Contractor shall carry out duties in a manner consistent with the applicable provisions of the Island County Comprehensive Solid Waste Management Plan as may be applicable to this Contract.

2.3 Entire and Complete Agreement. This Contract constitutes the entire and complete agreement and final expression of the parties with respect to the subject matter it contains, and supersedes all prior or contemporaneous agreements, understandings, arrangements, commitments and representations, whether oral or written. In the event of any conflict between the language set forth in this Contract, the language in the Contract shall prevail and this Contract shall be interpreted as if that conflicting language was not a part of the contract between the parties. The Contractor immediately shall bring to the County's attention for decision and mutual revision any observed conflicts between or duplications of any Contract provisions or any material omissions from the Contract. The Contractor shall obtain written instructions from the County's Representative before proceeding with services affected by omissions or discrepancies in the

Contract. In the event of a discrepancy in the provisions of the Contract, the most stringent provision shall apply.

2.4 Severability. If any Contract provision is for any reason determined to be invalid, illegal or unenforceable under any applicable law, the remaining provisions of the Contract shall remain in effect and bind the parties; however, the parties shall negotiate in good faith to amend the Contract to effectuate the intent of any invalid, illegal or unenforceable provision, if permissible under applicable law.

2.5 Construction of Terms. Unless otherwise specified in the Contract, words describing material or work that have a well-known technical or trade meaning shall be construed in accordance with the well-known meaning generally recognized by solid waste professionals, engineers and trades.

2.6 Access. The County shall have the right to inspect any or all of the Contractor operations, facilities or records related to this Contract that are reasonably related to the services provided by Contractor under this Contract, and specifically excluding records and information to the extent such records or information are confidential, proprietary and/or privileged. The Contractor will make such records available to the County Public Works Director or a designated person upon written request. However, the County's access to records under this Section shall be treated as confidential information, except as otherwise provided by law.

2.7 Independent Contractor. The Contractor is an independent contractor. As such, the Contractor shall adhere to labor laws, Washington Industrial Safety & Health Act regulations, and meet other insurance/bond requirements specified by law and/or in Section 2.13 below. The Contractor is in no sense an agent or employee of the County, shall not represent itself as such, and has no authority to bind the County to any agreement, or otherwise act as agent of the County in any way.

2.8 No Third Party Beneficiaries. This Contract is entered into by the County in its governmental capacity and is not intended to and does not create any third party beneficiary or rights in any public or private person.

2.9 Term of Contract. The Contract term is from January 1, 2025 through December 31, 2030 (five years) unless terminated under Section 2.23. The Contract may be extended for up to two (2) additional renewal terms of three (3) years per term, upon mutual agreement of the Parties, up to a maximum of six (6) additional years.

2.10 Commencement of Services. The Contractor shall begin services on January 1, 2025.

2.11 Contract Administration. The County will provide administration of this contract. The Contractor's designated contact with the County shall be the Solid Waste Division Manager or other person designated by the Public Works Director.

2.12 Indemnification/Hold Harmless. "Claim" as used in this agreement means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees,

attributable for bodily injury, sickness, disease or death, or injury to or destruction of tangible property including loss of use resulting therefrom. Contractor's obligation to indemnify, defend, and hold harmless includes any claim by Contractors' agents, employees, representatives, or any subcontractor or its employees.

Contractor expressly agrees to indemnify, defend, and hold harmless Island County from any claim arising out of or incident to Contractor's or any subcontractor's performance or failure to perform the contract. Contractor shall be required to indemnify, defend, and hold harmless Island County only to the extent claim is caused in whole or in part by negligent or intentional acts or omissions of Contractor.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under industrial insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the Parties.

2.13 Insurance. The Contractor shall comply with the insurance requirements as set forth in Attachment "A." Prior to commencement of services under this Contract, Contractor shall submit to the County certificates of insurance for the coverage required and shall maintain the same type and amount of coverage for the life of this Contract.

2.14 Duties of the Contractor. The Contractor shall supervise and direct the work identified in the Contract, using Contractor's best skill and attention, and shall be solely responsible for the entire operation, means, methods, techniques, sequences and procedures including all labor, tools, materials, equipment and transportation, and for coordinating all portions of the work under the Contract unless otherwise specifically provided for in the Contract.

Failure to supply sufficient properly skilled workers, or adequate equipment/materials, and/or failure to execute the work to prompt completion, and/or failure to perform any of the obligations of the Contract as determined by the County, shall be sufficient reason to assess a penalty or terminate the contract or any portion of the Contract according to the provisions of Sections 2.22 and 2.23 of this contract.

2.15 Contractor's Work. Contractor shall conduct work in a manner that allows for convenient and safe public access to the Recycle Park and Solid Waste Drop Box Station. The Contractor shall maintain good order among employees. The Contractor shall be responsible to the County for the acts and omissions of Contractor's employees, subcontractors, and their agents and employees, and other persons performing any of the work under a contract with the Contractor. Violations of any of these conditions, as determined by the County, may result in a penalty to the Contractor as provided for in Section 2.22.

2.16 Flow of Materials. The Contractor bears the responsibility to ensure a timely flow of designated recyclables from the Recycle Park and to operate in accordance with the Washington State Minimum Functional Standards for Solid Waste Handling (WAC 173-350.) An unlawful accumulation of any materials on County property or at County collection sites and facilities will be cause for penalty or termination of this contract as provided for in Section 2.22.

2.17 Materials accepted. Materials collected at the Recycle Park and accepted by the Contractor shall include those recyclables identified in Section 1 Definitions. The Contractor shall have obtained any required licenses and permits for handling such materials.

2.17.1 Contamination. In the event materials at the Recycle Park contain non-recyclable items, Contractor may reject the load at the Recycle Park, giving the County the opportunity to remove non-recyclables and/or may charge the County additional processing or disposal costs associated with handling as waste.

2.18 Protection of Personal Property. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work performed under this Contract. The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable precautions to prevent damage, injury, or loss to all employees, customers, other persons, the work and materials, and other property.

2.19 Alcohol and Drug-Free Workplace. The Contractor is responsible for maintaining an alcohol and drug-free workplace at all times on County property. Violation of this condition is cause for termination of the contract by the County.

2.20 Subcontractors. A list of any and all subcontractors who have a direct contract or agreement with the Contractor to perform any work on County property shall be submitted to the County for approval prior to the work being performed. Any delegation of duties shall not relieve the Contractor or the surety of any liability and/or obligation to perform. Subcontractors are bound by the provisions of Sections 2.2, 2.13 and 2.14 of this contract. Island County, at its sole discretion, may require subcontractors to maintain a performance bond for the services provided.

Neither party shall assign or subcontract this Contract without the written consent of the other Party. Island County must consent to any direct or indirect change in control or indirect controlling interest in the Contractor's ownership.

2.21 Miscellaneous. No modification of any provision of this contract by the Contractor is valid unless such modification is pre-approved and signed by the Public Works Director or the Board of Island County Commissioners.

All covenants herein shall be conditions. Time shall be of the essence. Failure on the part of either Party to adhere to any provision of this Contract shall not be construed as a waiver of the right to compel adherence of such provision or any other provision.

The Contractor is responsible for obtaining necessary permits for its off-site operations, and ensuring that subcontractors, employees or other persons handling recycled materials from the facilities covered under this contract are operating with and in accordance with all necessary permits, insurance and/or licenses required by law.

2.22 Penalties. If the Contractor fails to perform the work in accordance with this Contract, the County may, by written order signed by the Public Works Director, direct the Contractor to stop the work, until the cause of such order has been eliminated, and the County may acquire alternate service and deduct the costs of such alternate service from any payments due to

the Contractor. However, this right of the County to stop the work shall not give rise to any duty on the part of the County to exercise this right for the benefit of the Contractor, or any other person or entity.

A first violation of the conditions of this contract may result in a written warning from the County. Further violation of said conditions may, at the discretion of the Public Works Director, result in a payment reduction of up to \$500 from the Contractor's next invoice to the County.

During any 12-month period of the contract, three or more violations of the conditions of this Contract for which the Contractor has received written notice, shall warrant sufficient cause for unilateral Contract termination by the County, at the option of the Public Works Director.

2.22.1 Force Majeure. Provided that the requirements of this section are met, Contractor shall be excused from performance and shall not be liable for failure to perform under this Contract if Contractor's performance is prevented or delayed by acts of terrorism, acts of God, landslides, lightning, forest fires, storms, floods, typhoons, hurricanes, severe weather, freezing, earthquakes, volcanic eruptions, other natural disasters or the imminent threat of such natural disasters, pandemics, quarantines, civil disturbances, acts of the public enemy, wars, blockades, public riots, acts of government or governmental restraint or other causes, whether of the kind enumerated or otherwise, and whether foreseeable or unforeseeable, that are not reasonably within the control of the Contractor ("Force Majeure"). If as a result of a Force Majeure event, Contractor is unable wholly or partially to meet its obligations under this Contract, it shall give the County promptly written notice of the Force Majeure event, describing it in reasonable detail. The Contractor's obligations under this Contract shall be suspended, but only with respect to the particular component of obligations affected by the Force Majeure and only for the period during which the Force Majeure exists.

2.23 Termination.

2.23.1 Defaults by County. If the County fails to make a payment for an approved invoice for a period of greater than forty-five (45) days following the invoice date, the Contractor may after fifteen (15) additional days, following written notification to the County with no payment received, terminate this Contract.

2.23.2 Defaults by Contractor. Defaults by the Contractor, which may result in unilateral termination of the Contract by the County, shall include abandonment of work, failure to perform services, or failure to meet other obligations of this Contract. Abandonment of work shall consist of three (3) days of failure to empty full recycle container(s) at the Recycle Park. Failure to perform services or meet other obligations of this Contract may, after elapsed times, notices, and/or penalties by the County as described in Section 2.22, result in unilateral termination of this Contract after fifteen (15) days' written notice to the Contractor.

Should conflict arise, the Contractor and the Public Works Director, or designee, shall work in good faith together to resolve such conflict. Should such conflict resolution fail, a third-party arbitrator mutually acceptable to each party of this contract may be employed to

resolve the conflict. Each party to this Contract shall be responsible for one-half of the cost of an independent arbitrator.

2.23.3 Mutual Termination. By mutual agreement of the Parties, this Contract may be terminated at any time.

2.24 Cooperative Purchases. The Washington State Interlocal Cooperative Act, RCW 39.34, provides that other governmental agencies may purchase goods and services on this solicitation or contract in accordance with the terms and prices indicated therein if all Parties are willing.

3. FINANCIAL PROVISIONS

3.1 Compensation. Island County shall pay the Contractor for the performance of the work, subject to the provisions of this Contract and as it may be amended, to collect, process, and transport to a buyer of the designated recyclables at the rates listed below:

Service	Rates
Recyclable Materials processing, per ton	\$213.64
Roll Off Recyclable Materials, per haul	\$192.25
Scrap Metal, per haul*	\$192.25
Contamination charge, per ton	\$ 30.00
*The County is responsible for all processing costs for Scrap Metal. The rate listed above is for containers and transportation only.	

These rates reflect all costs of processing and transporting of the materials, and revenues to Contractor from the marketing of processed materials, subject to Sections 3.4 and 3.5.1.

3.2 Payments. Island County shall pay for actual services rendered, and shall make payment within thirty (30) days upon receipt of the Contractor invoice. Retainage does not apply to this Contract.

3.3 Payment Procedures.

3.3.1 Time of Payment. Payment for work performed shall be made monthly based on rates set forth in Section 3.1. Payments shall be made the month following performance of the work.

3.3.2 Monthly Reports/Invoices. Invoices for work performed shall be submitted monthly and be based on weight slips for loads leaving the Recycle Park.

Monthly invoices from the Contractor shall include:

- i. Contractor's printed name, address, and signature;
- ii. Billing date;
- iii. Period covered by the invoice;
- iv. Separate weight totals for Mixed Household Recyclable Materials, and any commodities added by mutual contract between County and Contractor; and
- v. The agreed rate as listed in Section 3.1.

3.3.3 **Quarterly Report.** Contractor shall report quarterly to County the following:

- i. Quarterly average percentage of each commodity recycled, and
- ii. percentage of any residual materials at sorting facility.

3.4 Adjustment of Payments. Commencing on January 1, 2026, and on the same date annually thereafter (each, an "Adjustment Date"), the service rates, as adjusted hereunder, shall be automatically increased by one hundred percent (100%) of the annual percent increase in the Consumer Price Index (CPI) series CUUR0000SEHG for Water and Sewer and Trash Collection Services, US City Average, not seasonably adjusted, as published by the Bureau of Labor Statistics. The CPI adjustment will be calculate using the change in the twelve (12)-month annual average between the November to October period of the current year compared to the same period for the prior year. Provided that adequate supporting information has been submitted by the Contractor, adjustments to Contractor's service rates shall be deemed approved and shall take effect as outlined in this Section. Adjustments to Contractor's rates shall be made in units of one cent (\$0.01). Fractions less than one cent (\$0.01) shall not be considered when making adjustments. Annual CPI adjustments shall never be negative. In the event the CPI index series decreases year-on-year, there shall be no CPI adjustment that year.

3.5 Changes of Work, Changes in Fees. During the term of the Contract, changes in specifications may be necessary due to regulatory, budgetary, market, fuel costs and/or other factors. The Parties, without invalidating the Contract, may mutually agree upon changes in the work consisting of additions, deletions, or modifications. The Contract sum, price schedule and term will be adjusted to compensate Contractor for any changes in work. With the exception of the list of recyclable materials defined in Section 1, such changes shall be authorized by written change order signed by the Public Works Director or the Board of Island County Commissioners. Changes in the list of designated recyclables shall be by mutual agreement of the Parties.

3.5.1 **Extraordinary Rate Adjustments.** The Contractor's service rates set by this Contract are calculated to pay certain expenses and costs that are of a contingent and uncertain nature. Therefore, in addition to the annual CPI adjustment, the Contractor's rates under this Contract shall, upon written request of Contractor, be further adjusted on

an interim basis for increased expenses or reduced revenue associated with performance of the services hereunder due to any one or more of the following causes:

- (a) Material changes in Contractor's costs resulting from a Force Majeure event;
- (b) Material changes in the scope or method of services provided by Contractor, or other changes or fees required, initiated, or approved by the County;
- (c) Any change in law, statute, rule, regulation, ordinance, order or requirement of any foreign, federal, state, regional or local government that is effective after the Effective Date of this Contract;
- (d) Any increase in surcharges, fees, assessments or taxes levied by federal, state or local regulatory authorities or other governmental entities upon the collection or disposal of Recyclable Materials;
- (e) Any material decreases in market prices for Recyclable Materials or increase in the cost to collect, handle, store, transport, process, market, and/or sell Recyclable Materials; and/or
- (f) Any other extraordinary circumstances or causes or reasons that are not within the reasonable control of Contractor.

If Contractor requests an adjustment due to the extraordinary circumstances set forth above, Contractor shall prepare a rate adjustment request setting forth its calculation of the increased costs or reduced revenue and accompanying rate adjustment necessary to offset such increased costs or reduced revenue. The County may request any and all documentation and data reasonably necessary to evaluate such request by Contractor, and may retain, at its own expense, an independent third party to audit and review such documentation and such request. If such third party is retained, the County shall take reasonable steps, consistent with state law, to protect the confidential or proprietary nature of any data or information supplied by Contractor. The County shall act within ninety (90) days of receipt of the request from Contractor, but shall approve the request if reasonably sufficient supporting information is provided.

Notwithstanding the foregoing, if the request is based upon any new or increased third party fees, taxes, assessments or charges, the County shall approve the interim rate adjustment within such time period as necessary to ensure that such fees, taxes, assessments or charges are passed on to customers by the date the same are effective.

3.6 Location. Payment will be made to the Contractor for provision of recycling services at the following location in Island County, Washington:

Camano Island Transfer Station and Recycle Park
75 E. Camano Hill Rd
Camano Island, 98282

SCOPE OF SERVICES

4. GENERAL

4.1 General Statement of Services.

4.1.1 The Contractor shall provide to the County the services of collection and management of Recyclable Materials from the County's Transfer Station and Recycle Park, and collection and transportation of Scrap Metals. Services include any other activities that ensure Recyclable Materials are lawfully marketed, recycled, reused, processed or converted into other valuable or useful products to the fullest extent practical.

The Contractor shall provide to the County collection and transportation of Scrap Metals from the Camano Island Transfer Station to Skagit River Steel and Recycling, located at 1265 S. Anacortes St., Burlington, WA 98223. The Contractor shall not be responsible for processing, management or any other activities related to Scrap Metals.

4.2 Recycle Park, General Guidelines.

4.2.1 Compliance With Laws and Restrictions. Contractor shall faithfully observe, perform and comply with all laws, ordinances, rules and regulations of every governmental authority affecting Island County property; all easements, reservations, restrictions, covenants and conditions of record affecting or pertaining to Island County facilities. The Contractor shall not use, contract, or otherwise permit any person to use Island County facilities for or in connection with any unlawful purpose or in any manner that causes a nuisance. The Contractor shall not use, or approve use of, Island County facilities in any manner by agreement, contract or other means that would, in the opinion of the Public Works Director or the Board of County Commissioners, be detrimental to the interests of Island County. Island County shall, at its sole discretion, determine whether proposed uses of County facilities are detrimental to Island County interests. Island County shall have oversight authority to modify or disapprove of proposed service agreements, contracts or other obligations regarding use of County facilities that are detrimental to the interests of Island County. If the Contractor uses Island County facilities in a manner determined to be detrimental to the interests of the County by the above mentioned authorities, the Contractor shall pay all costs incurred by Island County as a result of the Contractor actions (including but not limited to attorney fees, court costs, and any other payments required to be made by Island County.)

4.2.2 Maintenance of County Facilities and Equipment. The Contractor shall maintain the County's facilities and equipment in good repair, be responsible for repairing in a timely manner any damages caused by the Contractor, his/her employees or agents, and for immediately notifying the County about the need for repairs due to normal wear or use of County facilities and equipment. Any damage done to County facilities or equipment by the Contractor, his/her employees or agents shall be reported immediately to the Solid Waste Manager and shall be documented on appropriate incident report forms provided by the County. No alterations of County equipment or facilities shall be made without the prior approval of the Solid Waste Manager.

4.2.3 Permits - Recycler's Responsibility. The Contractor shall bear the responsibility of conforming with all permits required by the Island County Public Health Department and State Department of Ecology pursuant to Island County Code 8.08.A. and Washington Administrative Code 173-350, and shall otherwise take all actions necessary to insure compliance with all laws, statutes, and ordinances and to perform pursuant to this contract.

4.2.4 Permits - County Responsibility. The County will obtain health and land use permits needed to sanction operations at County-owned facilities for the purposes/activities detailed in this contract.

4.2.5 Hauling Containers, Contractor Responsibility. The Contractor shall be responsible for providing all hauling containers for Designated Recyclables. The Contractor shall demonstrate the ability, flexibility and resources to ensure provision of extra containers and related equipment during periods of equipment failure. The Contractor shall have the right to place Contractor-owned, leased or rented equipment at the Recycle Park if it is used to provide services described in this contract. Such equipment shall be removed if it becomes unused and unneeded, or upon termination of this contract.

4.2.6 County Responsibility, Provision and Maintenance of Resources, Facilities and Equipment. County-owned equipment including staircases to access open-top containers and land will be maintained by the County for normal wear and use. Any equipment and facilities provided by the County shall be provided in an "as-is" condition.

4.2.7 Other Materials. The Contractor may accept and remove only designated recyclables from the county-owned facilities unless specified elsewhere in this Contract or by subsequent agreement of the Solid Waste Manager or Recycle Coordinator. In all cases, the Contractor shall have obtained any required licenses and permits for handling such materials, and adhere to all conditions therein.

4.3 Camano Island Transfer Station and Recycle Park.

4.3.1 Use of the Recycle Park. The Contractor shall have access to the County-owned and operated Recycle Park for the loading and subsequent transportation, processing and marketing of designated recyclables. The Recycle Park shall not be used by commercial collectors of recyclables including but not limited to incorporated jurisdictions and/or their contractors unless by separate agreement with the County.

4.3.2 Equipment/Resources Provided by Contractor. The Contractor shall provide for use at the Recycle Park, a minimum of five (5) 40 to 50 cubic yard open top containers for collection of mixed household recyclables, one (1) 40 to 50 cubic yard open top container for collection of scrap metal, one (1) 40 to 50 cubic yard open top container for collection of yard debris, and suitable containers for the collection and transport of any other postconsumer recyclable material to be collected under contract.

4.3.3 Equipment/Resources Provided By County. The County, at its sole discretion, may provide certain equipment and resources: One or more staff person(s) for

recycling assistance to public and for quality control of recyclables, instructional signs and pamphlets. (See Section 4.2.5).

4.3.4 Hours of Operation. The normal days and hours during which the Recycle Park is open and during which designated recyclable materials may be left by residents of Island County are 9:30 a.m. to 5:00 p.m. daily. The Contractor may access the Recycle Park for servicing of recycling containers during or outside of public hours. The Contractor shall be responsible for the security of these sites when servicing outside of public hours.

4.3.5 The Contractor's work shall be carried out in a manner that minimizes disruption of public access to recycling and solid waste transfer station facilities. The Contractor shall treat members of the public in a courteous and professional manner. Unresolved disputes between the Contractor and any member of the public using County solid waste facilities or services shall be referred to the Recycle Coordinator or Solid Waste Manager.

4.4 Annual Reports. Prior to March 1st of each year 2025 through 2030 the Contractor shall report the following data to the Island County Recycle Coordinator:

4.4.1 Tons of all designated recyclables hauled from the Recycle Park during the previous calendar year. Reporting categories include: Mixed Household Recyclable Materials, Mixed scrap metals, and any other commodities added by the Contractor and County.

4.4.2 An estimated percentage of each commodity within the Mixed Household Recyclable Materials, specifically, corrugated cardboard, newsprint, mixed papers, aluminum cans, tinned cans, container glass, and plastics.

CONTRACTOR:

Waste Management of Washington, Inc.

By: Juan V. Gomez

Print Name: JUAN GOMEZ

Title: VP and ASSISTANT SECRETARY

Date: OCT 29th 2024

Attest:

Jennifer Roll
Jennifer Roll, Clerk of the Board



**Board of County Commissioners
Island County, WA**

Jill Johnson
Jill Johnson, Chair

ATTACHMENT "A"
TO CONTRACTS AND PURCHASE ORDERS
For Services Contracts

INSURANCE/INDUSTRIAL INSURANCE WAIVER

Prior to commencement of services under this Contract, the Contractor shall submit to Island County certificates of insurance and required endorsements, if requested by the County, for the coverage required below and shall maintain the same type and amount of coverage in effect for the life of this Contract. Each insurance policy shall provide that coverage will not be canceled without Thirty (30) days prior written notice to the County. The Contractor shall maintain at its sole expense, unless otherwise stipulated, the following insurance coverage, insuring Contractor, its employees, agents, designees and indemnities as required herein.

1. The Contractor shall not commence work under this Contract until the Contractor has obtained all insurance required under this Contract and such insurance has been approved by the County.

2. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Washington and have a Best's rating of at least A-VII. All insurance, other than Workmen's Compensation, to be maintained by the Contractor shall specifically include the County as an "Additional Insured" with regard to the services provided by the Contractor under this contract and shall not be canceled without thirty (30) days prior written notice to the County. With regard to the services provided by the Contractor under this contract, the Contractor's insurance coverage shall be primary and not contributory insurance as respect to the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute to it.

3. The Contractor shall maintain, during the life of the Contract, Industry Standard Occurrence Commercial General Liability Policy Form (CG0001) or equivalent, including Premises/Operations, Products/Completed Operations, Personal and Advertising Injury, Coverage for Insured Contracts and Personal Injury Coverage, to protect the Contracting Agency from claims, including but not limited to, claims for damages for bodily injury, including wrongful death, as well as from claims of property damage which may arise from any operations under this contract whether such operations be by the Contractor or by anyone directly employed by or contracting with the Contracting Agency.

Specific limits required:	2,000,000 General Aggregate
	1,000,000 Products/Completed Operations Aggregate
	1,000,000 Personal Injury and Advertising Injury
	1,000,000 Each Occurrence

The Commercial General Liability Policy will contain an endorsement naming the County as Additional Insured (CG2010) and an endorsement that specifically states the Contractor's

General Liability shall be primary, and not contributory, with any other insurance maintained by the County.

The policy shall be endorsed to include stop gap employer's liability coverage with minimum limits as follows:

\$1,000,000 Each Accident
\$1,000,000 Policy Limit for Disease
\$1,000,000 Each Employee for Disease

4. Commercial General Liability insurance shall be endorsed to include a separation of insureds provision, indicating essentially that except with respect to the limits of insurance, and any rights or duties specifically assigned in this coverage part to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claims are made or suit is brought.

5. The Contractor shall maintain, during the life of this Contract, Automobile Liability Insurance (CA00020), or equivalent in the amount of \$1,000,000 Bodily Injury and Property Damage per Combined Single Limit to protect the Contracting Agency from claims which may arise from the performance of this Contract, whether such operations be by the Contractor or by anyone directly or indirectly employed by the Contracting Agency. Covered auto shall be designated as "Symbol 61" any auto.

6. All Liability coverage shall be written on an Occurrence policy form. If coverage is Claims Made form, the Retroactive Date shall be prior to or coincident with the date of this contract, and the policy shall state that coverage is Claims Made, and state the Retroactive Date. Should Claims Made be the only option, a minimum of three (3) years continuous coverage shall be maintained after the expiration of the Contract.

7. The Contractor shall secure its liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington. The Contractor shall submit a copy of its certificate of coverage from the Department of Labor and Industries or provide evidence of self-insured status prior to the commencement of work.

8. Sub-Contractors – Contractor shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontracts shall be subject to all of the requirements stated herein.



ISLAND COUNTY FACILITIES

WORK SESSION AGENDA

MEETING DATE: 10/1/2025

To: Melanie Bacon, Chair
Board of Island County Commissioners
From: John Matteson, Deputy Director

Amount of time requested for agenda discussion. 45 minutes

DIVISION: Not Applicable

Agenda Item No.: 1

Subject: Investment Grade Audit for Law & Justice and Juvenile Detention

Description: Investment Grade Audit (IGA) for Law & Justice and Juvenile Detention – Review the Island County 25-199 IGA Project #24017 with the Millig team, the Island County CIP budget for 2026 of \$1,900,000 for Law & Justice HVAC, and discussion of L&J roofing needs. Answering any questions from the BOCC.

Attachment: IGA Report

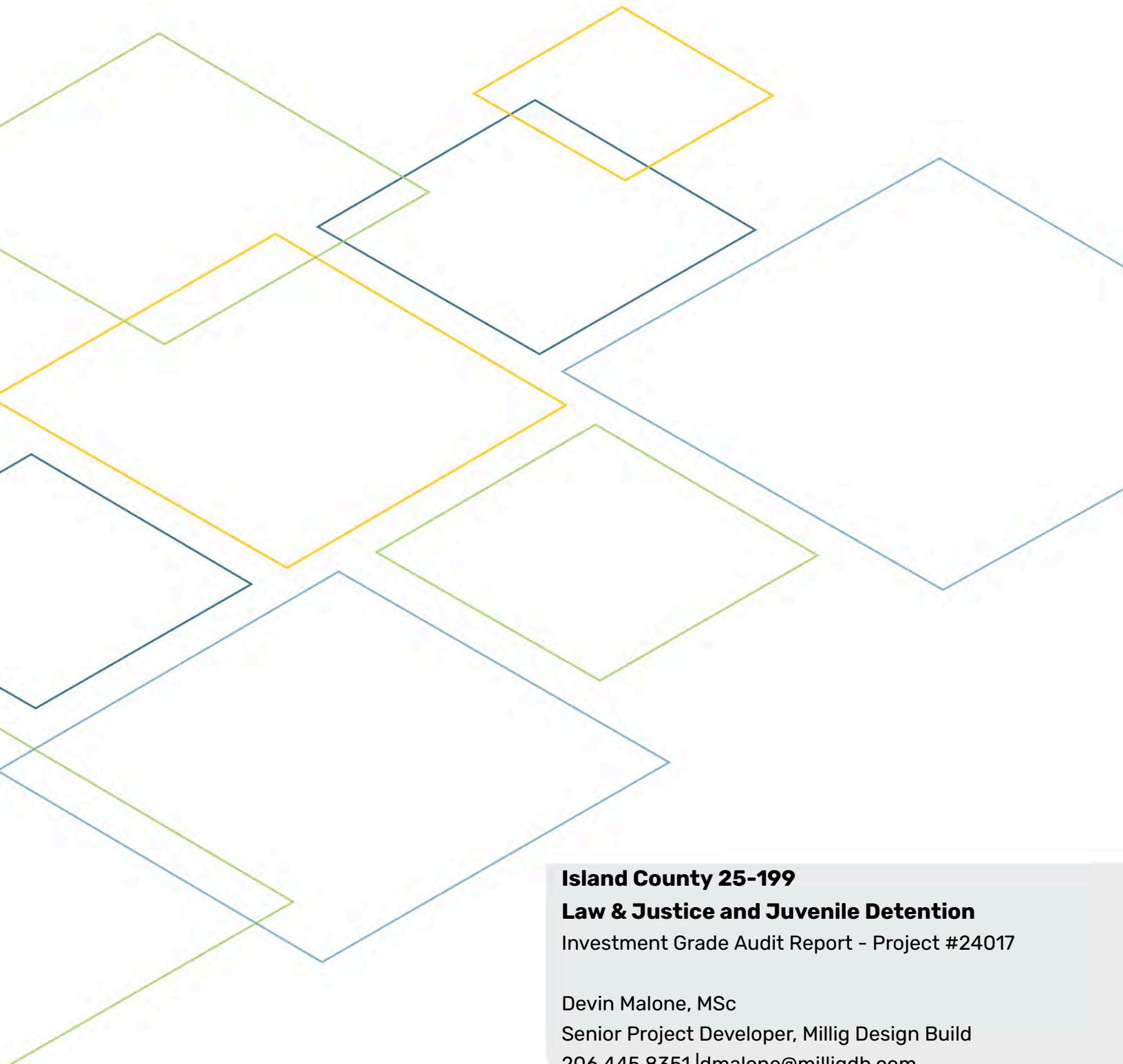
Request: (Check boxes that apply)

<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



Island County 25-199
Law & Justice and Juvenile Detention
Investment Grade Audit Report - Project #24017

Devin Malone, MSc
Senior Project Developer, Millig Design Build
206.445.8351 | dmalone@milligdb.com

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PROJECT CONTACT LIST

ESCO Contacts

Project Developer:

Devin Malone, MSc
1424 11th Avenue, Suite 400
Seattle, Washington 98122
206-445-8351
dmalone@milligdb.com

Lead Mechanical Engineer:

Jon Howard, PE, LEED AP BD+C
15200 Santa Fe Trail Drive, STE 202
Lenexa, KS 66219
870-206-1755
jhoward@milligdb.com

Client Agency Contact

Facilities Director:

Ryan Beach
1 NE 7th Street - PO Box 5000
Coupeville, WA 98239
360-678- 7871
R.Beach@islandcountywa.gov

DES Contact

Project Manager:

Novella Randall
Department of Enterprise Services Energy Program
P.O. Box 41476
Olympia, Washington 98504-1476
360-790-3667
novella.randall@des.wa.gov

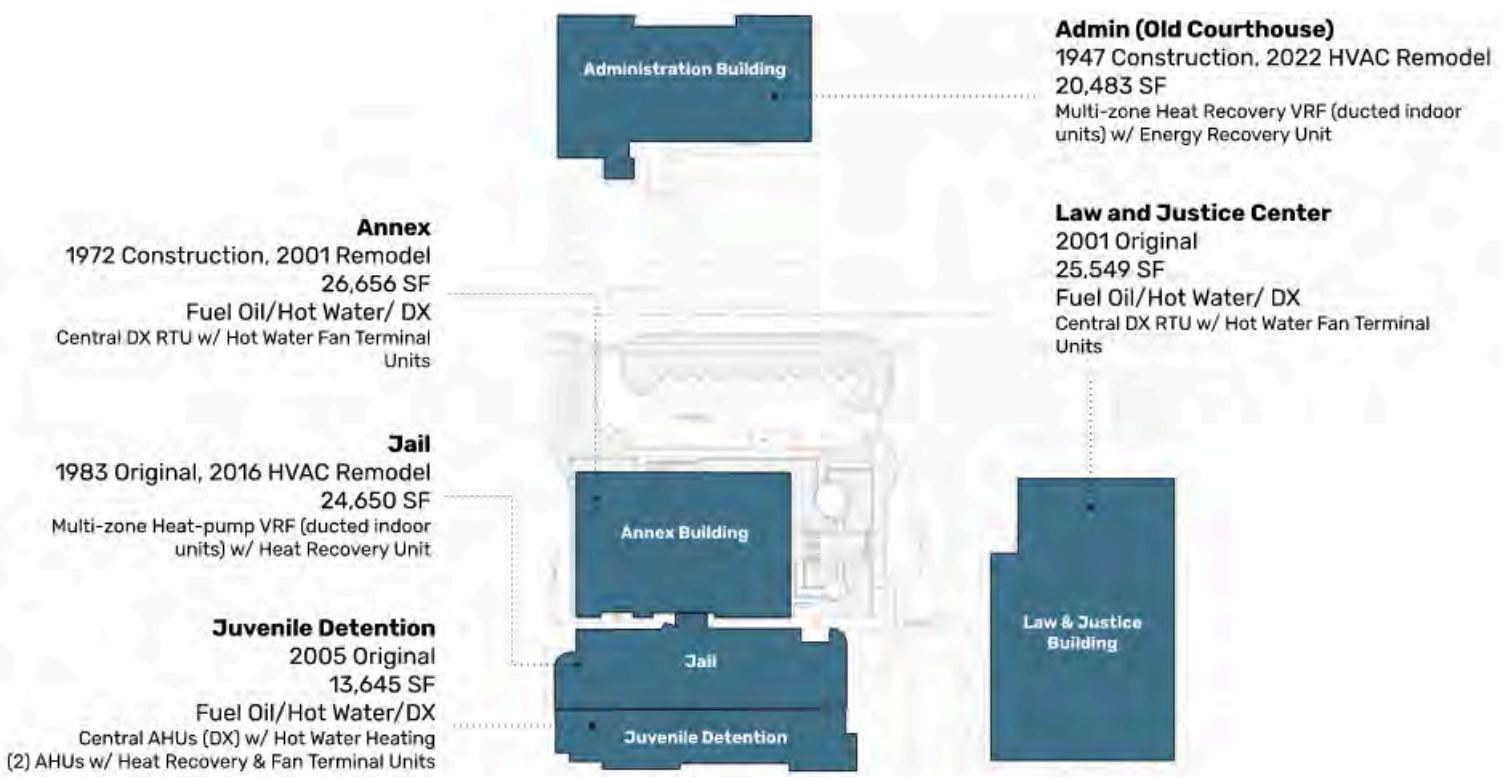
EXECUTIVE SUMMARY

Project Background

The Island County Law & Justice Building and Juvenile Detention Center were constructed in 2001 and 2005, respectively. The Law & Justice Building spans 25,549 square feet across two floors and includes a mix of private offices, open workspaces, and conference areas, similar to the County's Administration Building. The facility plays a crucial role in the judicial framework of the county, serving as the venue for the superior court and hosting all court sessions.

The Juvenile Detention Center covers 13,645 square feet and includes two floors as well as a mezzanine level. It was built as an extension on the south side of the existing Jail facility specifically for youth housing. The Juvenile Detention Center includes single-room cells, intake areas for new arrivals, dayrooms, and administrative offices.

The County is seeking to upgrade and replace the failing infrastructure at the Law & Justice Building and the Juvenile Detention Center. This project will address envelope deficiencies, reduce utility costs, eliminate the reliance on diesel fuel for heating systems, and ensure that the facilities will not require major updates for the next 20 years or more.



BUILDING BASICS

SITE ADDRESS	L&J - 101 NE 6th Street, Coupeville, WA 98239 Juvenile Detention - 501 N Main St, Coupeville, WA 98239
SIZE	L&J - 25,549 SF Juvenile Detention - 13,645 SF
BASELINE EUI	L&J - 69.1 kBtu/SF/year Juvenile Detention - 131.2 kBtu/SF/year
MAJOR CONSTRUCTION ERAS	L&J - Original Construction 2001 Juvenile Detention - Original Construction 2005
ELECTRIC UTILITY PROVIDER	Puget Sound Energy
MAJOR HVAC SYSTEMS (EXISTING)	L&J - DX VAV AHU w/ Fan Powered Terminal Boxes, HW Reheat Juvenile Detention - DX/HW VAV AHU w/ Heat Recovery, Fan Powered Terminal Boxes

Owner's Goals

The following goals for this Investment Grade Audit were utilized as the framework for our analysis:

- Law & Justice Building:
 - Address the issues associated with aging and failing building system infrastructure.
 - Eliminate reliance on inefficient and costly diesel fuel.
 - Improve the facility's Energy Use Intensity (EUI) while lowering utility and maintenance costs.
 - Address exterior envelope deficiencies, including windows and roofing system upgrades.
 - Modernize the HVAC system with a high-efficiency alternative to enhance energy performance, improve occupant comfort, and eliminate the use of fuel oil boilers.
 - Replace existing HVAC equipment that utilizes phased-out R-22 refrigerant with modern refrigerant that has lower global warming potential, ensuring compliance with current environmental standards.
 - Upgrade lighting systems and install a solar photovoltaic (PV) system to reduce annual utility expenses.
- Juvenile Detention Center:
 - Address issues related to aging and failing building system infrastructure.
 - Reduce or eliminate reliance on diesel fuel where feasible.
 - Improve the facility's Energy Use Intensity (EUI) while lowering utility and maintenance costs.
 - Address exterior envelope deficiencies, including windows and roofing system upgrades.

- Modernize the HVAC system with high-efficiency heat pump alternatives to enhance energy performance, improve occupant comfort, and eliminate dependency on the existing fuel oil boiler for heating systems.
- Replace existing HVAC equipment that utilizes phased-out R-22 refrigerant with modern refrigerant that has lower global warming potential, ensuring compliance with current environmental standards.
- Upgrade lighting systems to high-efficiency LED technology.

EXISTING BUILDING CONDITIONS

Law & Justice

Facility Overview

The Island County Law & Justice Building was built in 2001 and has a total area of 25,549 square feet. This facility consists of two floors featuring private and open office spaces, conference areas, and IT infrastructure to support County operations. Additionally, there is a basement level that houses mechanical and electrical systems, as well as a loading dock for operational needs. A pedestrian walkway bridge connects the second floor of the Law & Justice Building to the existing Jail facility. The pedestrian bridge is unconditioned, thus it is not regarded as a continuous envelope with the Jail and the Law & Justice Building is assessed independently in accordance with the Clean Building Performance Standard.

Building Systems

Heating, Ventilating, and Air Conditioning Systems

The building's air-side systems consist of one central direct expansion (DX) variable air volume (VAV) rooftop unit (RTU) with a 75-ton split condensing unit located on the roof. This central RTU features a 40 HP supply fan, a 20 HP return fan, and a hot water preheat coil designed for a 55°F discharge air temperature before being distributed to each fan-powered terminal unit throughout the facility. The RTU uses R-22 refrigerant, which is costly and presents maintenance challenges due to its limited availability, as it has been phased out. The air terminal units (ATUs) are equipped with hot water reheat coils, sized for 180°F entering water temperature, for zone temperature control throughout the building. Additionally, roof-mounted exhaust fans serve the restrooms and electrical rooms on both floors, along with a dedicated elevator pressurization fan.

A single fuel-oil forced draft boiler and (2) primary hot water pumps provide hot water for the central RTU preheat coil and all (41) terminal reheat coils throughout the facility. The system is constant volume primary-only and was designed for a constant hot water temperature of 180F.



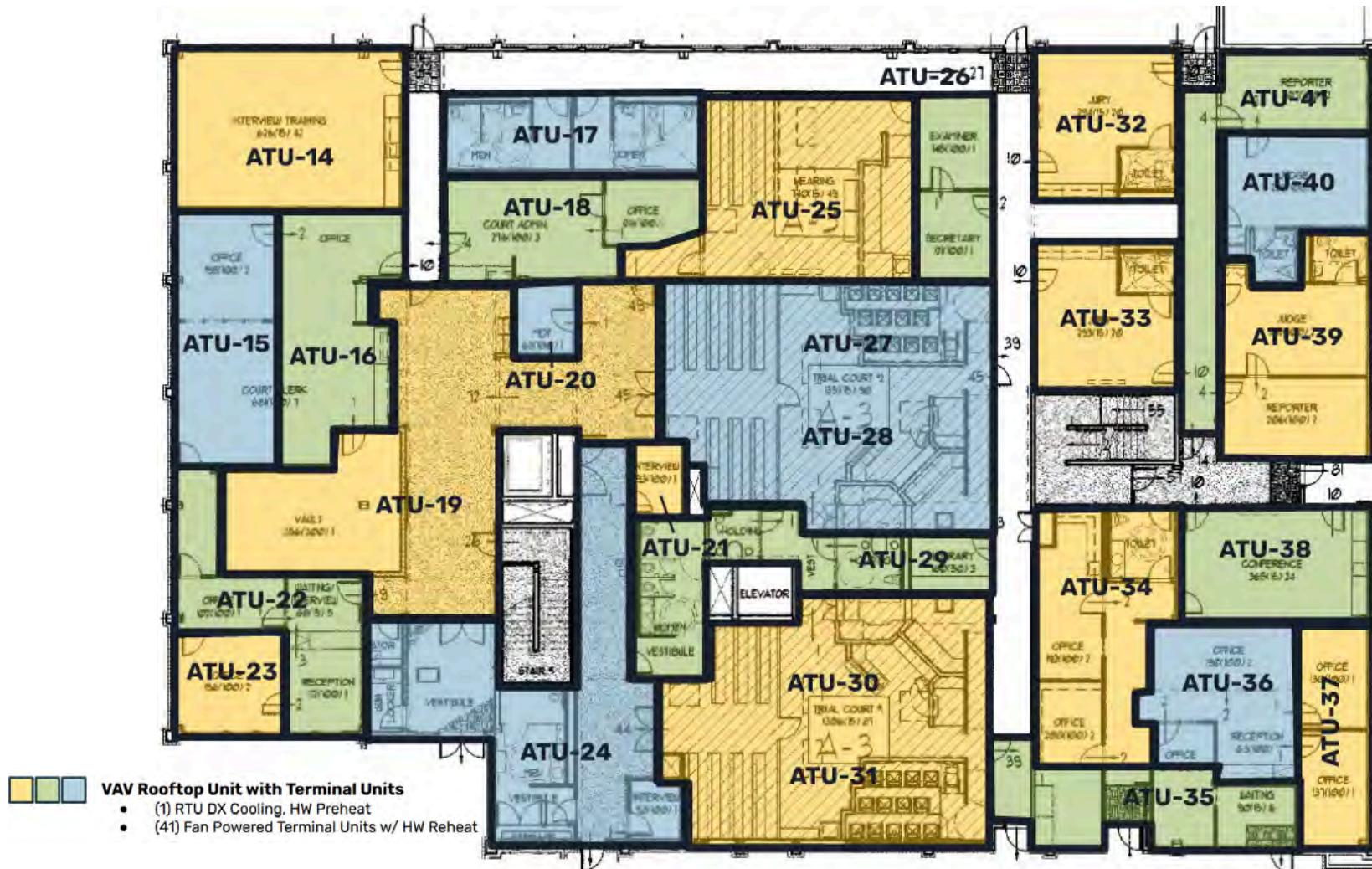
Central VAV Rooftop Unit



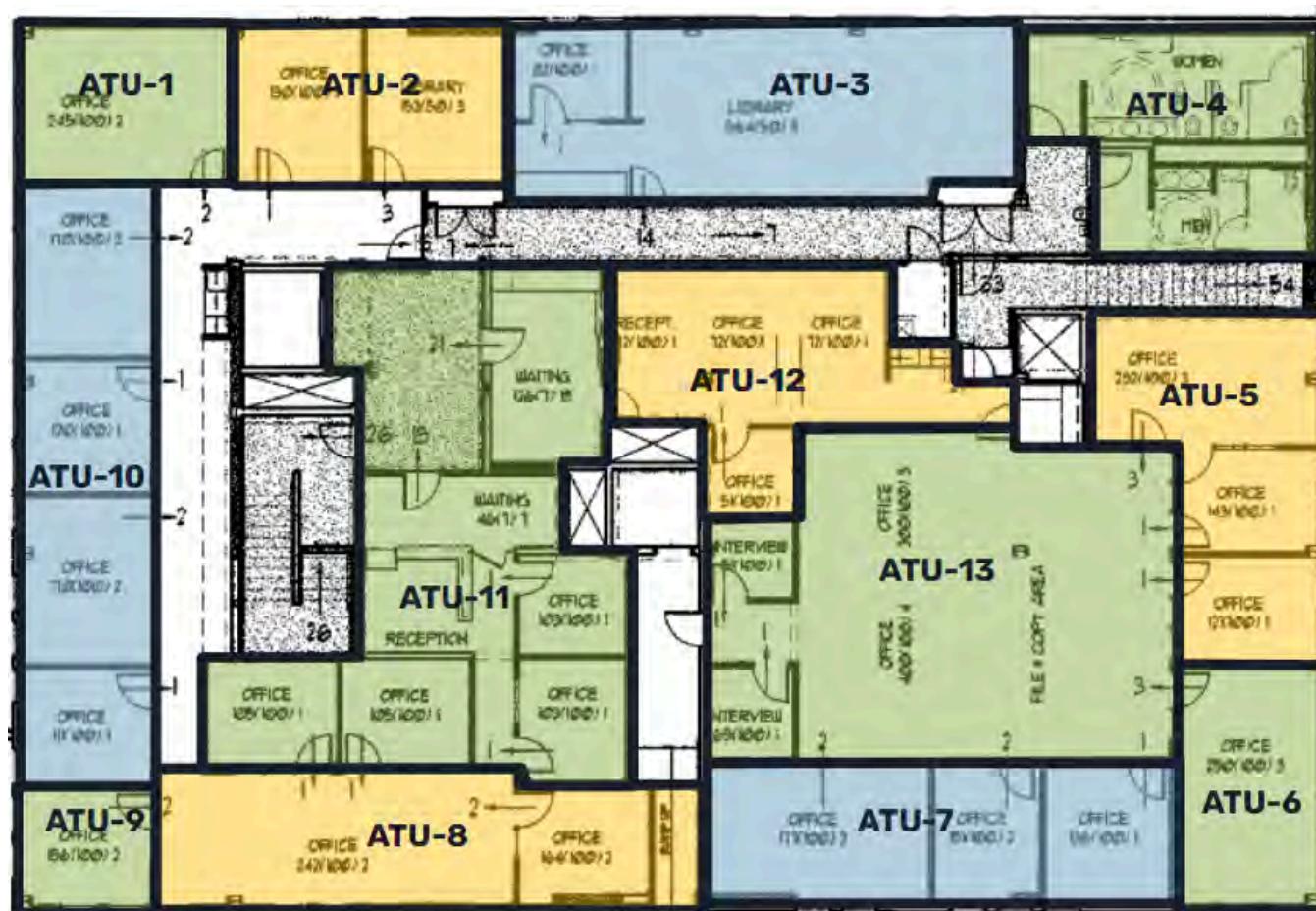
Non-condensing Fuel-Oil Boiler

The HVAC equipment was installed at the time of the original construction in 2001, resulting in the current systems being approximately 24 years old and approaching the end of their operational lifespan. Furthermore, Island County Facilities is dependent on the procurement of costly and environmentally detrimental fuel oil, purchased by the gallon, for the operation of the boiler. The HVAC systems are integrated and controlled by a Siemens Building Automation System (BAS), which was also installed in 2001.

The maps on the following pages show details of the HVAC systems:



First Floor HVAC Map



VAV Rooftop Unit with Terminal Units

- (1) RTU DX Cooling, HW Preheat
- (41) Fan Powered Terminal Units w/ HW Reheat

Second Floor HVAC Map

Domestic Hot Water

A single 24kW electric resistance tank-style heater in the boiler room generates domestic hot water (DHW) for the facility. The DHW tank is original to the building and is at the end of its service life. A direct replacement of the existing tank is recommended upon equipment failure, given little change to the expected demand for DHW in the foreseeable future. Public and private lavatories and breakroom sinks are the only fixtures that utilize domestic water in the building, leading to minimal overall demand.

Lighting

Most of the interior lighting throughout the building consists of linear fluorescent (T8) recessed light fixtures with electronic ballasts. The electrical and mechanical rooms, and the janitor's closet have surface-mounted fluorescent fixtures. The existing lighting is controlled by standard toggle switches. The existing T8 fluorescent lamps, CFLs, and incandescent bulbs use more energy than modern equivalent LED tubes and should be retrofitted or completely replaced with new LED fixtures to improve light quality throughout the building and reduce annual electricity consumption. The existing fluorescent fixtures have begun to experience failure, and replacement of components is becoming cost-prohibitive or impossible as the fixtures are no longer widely manufactured.



Electrical

The Law & Justice building receives electricity from a pad-mounted transformer located on the exterior of the building. This transformer feeds a 1200 Amp, 277V/480V three-phase Main Distribution Panel (MDP). This MDP subsequently feeds distribution panels located on the first and second-floor electrical rooms, and dedicated breakers that service roof-mounted HVAC equipment and building systems located in the basement level. Additionally, the MDP feeds dry-type transformers servicing 120V/208V distribution panels dedicated to the emergency backup generator and associated emergency lighting and security receptacles. The panels remain in good operating condition and can predominantly be re-used along with recommended lighting, HVAC, and electrical system upgrades. However, it may be necessary to install additional distribution panels to accommodate increased HVAC loads.



Main Distribution Panel



Distribution Panel "LA"

Emergency backup power is provided by a 100 kW generator that is at its end of life. The generator, feeders to an Automatic Transfer Switch (ATS), and connection to desired electrical loads would all require replacement with larger equivalents to accommodate additional backup power.

Building Envelope

The exterior walls are primarily Concrete Masonry Unit (CMU) block with face brick and masonry finish and 6" R-19 batt insulation. The majority of the existing windows have aluminum framing. However, many are experiencing infiltration and failed seals resulting in drafts, occupant discomfort, and excessive energy consumption for heating and cooling.

The existing stucco exterior coating has significant cracking and deterioration observable from all sides of the building, where moisture has entered the space between the stucco coating and the concrete behind. This water damage has affected masonry and windows and produced some staining where metal lintels above window openings have begun to rust. In addition, cracks and failing roof flashing have contributed to moisture infiltration down to the stucco and masonry walls below.

The roof is a built-up membrane with R-38 batt insulation ([assumed based on code requirements for the construction year](#)) over a hollow core slab, with portions of the roof having standing water present. The insulation below appears to be in good condition with limited evidence of compromised R-value, allowing a resurfacing or re-coating to yield a cost-effective upgrade

compared to a complete roof tear-off and replacement. A comprehensive renovation of masonry, stucco, roof surface, and window systems is critically needed to fully address issues with moisture infiltration, improve thermal performance, and improve the overall aesthetic of the building.



Typical Aluminum Frame Windows



Single-ply Roofing System

Juvenile Detention Center

Facility Overview

The Island County Juvenile Detention Center was constructed in 2005, encompassing a total area of 13,645 square feet. The facility comprises two floors along with a mezzanine level and is equipped with 21 beds designated for youth inmates. Additionally, it includes various detention cells, dayrooms, an intake area for new arrivals, and administrative spaces allocated for probation officers to facilitate the effective management of the facility. The first floor is dedicated to administrative offices, while the second floor and mezzanine are designated for detention operations. The facility is staffed and operates 24/7.

Building Systems

Heating, Ventilating, and Air Conditioning Systems

The building's air-side systems include a combination of Variable Air Volume (VAV) rooftop units (RTUs), packaged single-zone RTUs, and a small packaged heat pump RTU. The two VAV RTUs have direct expansion (DX) cooling with total capacities of 7.5 tons and 15 tons. These units are equipped with heat recovery wheels and hot water heating coils designed to achieve a discharge air temperature of 70°F in winter operation before the air is distributed to the VAV terminal boxes serving the first and second floors. The DX cooling coil is controlled to a constant 55°F discharge air setpoint during cooling operation. In addition to the VAV systems, there exists a range of single-zone constant volume packaged RTUs, which also utilize DX cooling and hot water heating coils. The capacities of these units range from 4 tons to 10 tons. (1) Single-zone packaged heat pump RTU with a 5 kW auxiliary electric resistance heater serves the central area on the second level, and a single split air conditioning system serving the first-floor electrical and computer server room, with its condensing unit located on the roof. All the existing RTUs use R-22 refrigerant, which is costly and presents maintenance challenges due to its limited availability, as it has been phased out.



DX/HW VAV Rooftop Unit



Packaged Heat Pump Rooftop Unit

A single fuel-oil non-condensing boiler and (2) primary hot water pumps provide hot water for the central RTU preheat and heating coils and all VAV reheat coils throughout the facility. The system is constant volume primary-only and was designed for a constant hot water temperature of 180F.

(7) Roof-mounted general exhaust fans serve the restrooms and detention cells throughout the facility, along with (2) roof-mounted purge fans associated with the smoke control system designed for high-temperature and smoke applications. Supplemental heating is provided by a combination of hydronic and electric resistance unit heaters, serving the maintenance office, mechanical rooms, detention shower areas, and the pedestrian bridge connecting the Juvenile Detention to the Jail facility.

The HVAC equipment was installed at the time of the original construction in 2005, resulting in the current systems being approximately 20 years old and approaching the end of their operational lifespan. Furthermore, Island County Facilities is dependent on the procurement of costly and environmentally detrimental fuel oil, purchased by the gallon, for the operation of the boiler. The HVAC systems are integrated and controlled by a Siemens Building Automation System (BAS), which was also installed in 2005.



The following map shows details of the HVAC systems:



Domestic Hot Water



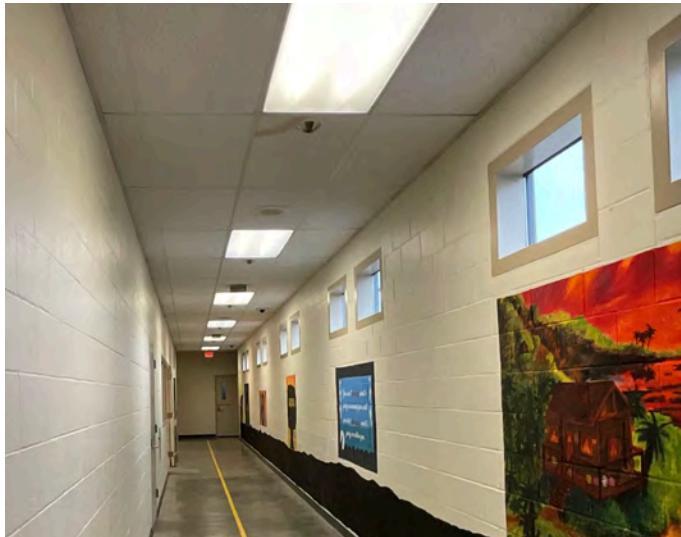
(2) 12kW electric resistance tank-style heaters in the boiler room generate domestic hot water (DHW) for the facility. The existing DHW heaters are original to the building and are approaching the end of their service life. The only fixtures utilizing domestic water within the building include public and private lavatories, detention cells, and breakroom sinks, resulting in minimal overall demand.

Lighting

The interior lighting throughout the building primarily consists of recessed linear fluorescent (T8) fixtures, with surface-mounted fluorescent fixtures in electrical and mechanical rooms where no lay-in ceilings are present. Detention-grade vandal resistant fluorescent fixtures and coves are used in cells and detention areas. The lighting is controlled by local switches except for the correctional area which is controlled via a control panel located in the central control room. The existing T8 fluorescent lamps, compact fluorescent lamps (CFLs), and incandescent bulbs consume more energy than modern LED alternatives.

Upgrading to LED tubes or replacing fixtures

with new LED systems would enhance light quality and significantly reduce annual electricity consumption. Additionally, many existing fluorescent fixtures are beginning to fail, and replacement parts are becoming increasingly difficult and costly to obtain as these fixtures are no longer widely manufactured.



Electrical

The Juvenile Detention Center receives electricity from a pad-mounted transformer located on the exterior of the building. This transformer feeds a 600 Amp, 277V/480V three-phase Main Distribution Panel (MDP). This MDP subsequently feeds distribution panels located on the first and

second-floor electrical rooms and dedicated breakers that service roof-mounted HVAC equipment and building systems located in the basement level. Additionally, the MDP feeds dry-type transformers servicing 120V/208V distribution panels dedicated to the emergency backup generator and associated emergency lighting and security receptacles. The panels remain in good operating condition and can predominantly be re-used along with recommended lighting, HVAC, and electrical system upgrades. However, additional distribution panels may be required to support increased HVAC loads for the proposed upgrades.



Main Distribution Panel



Distribution Panel "2DP" Fed from MDP

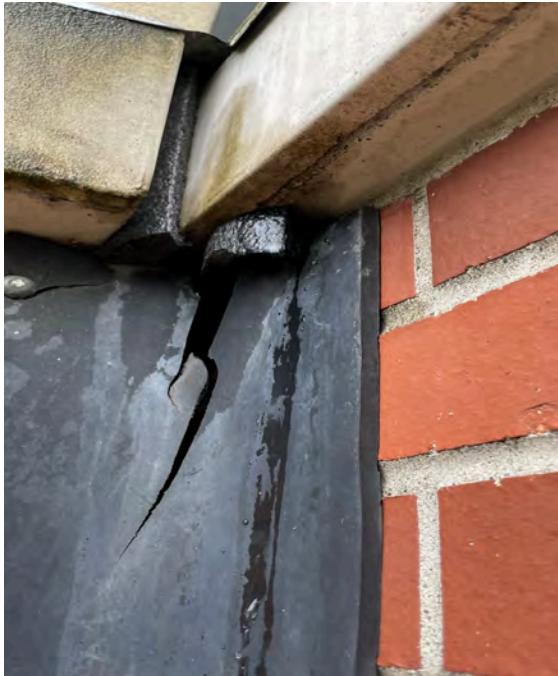
Emergency backup power is supplied by a 125 kW generator, which has reached the end of its service life and lacks sufficient redundancy to support critical County systems. The generator supplies power to two Automatic Transfer Switches (ATS). The first ATS, rated at 150 Amps, is dedicated to the fire alarm system and the HVAC equipment associated with the smoke control system. The second ATS, rated at 60 Amps, serves hot water pumps and Uninterruptible Power Supply (UPS) panels, which provide backup power to emergency lighting and security receptacles.

Building Envelope

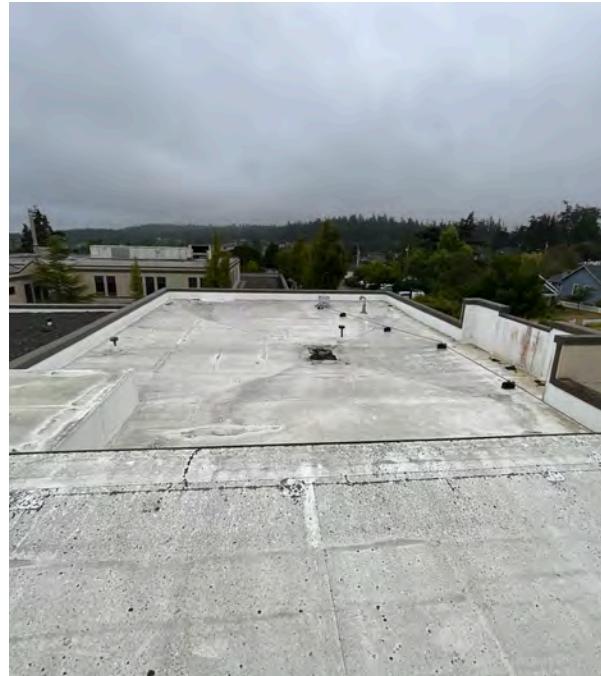
The exterior walls are primarily Concrete Masonry Unit (CMU) block with face brick, masonry and EIFS (Exterior Insulation and Finish System) adhered to the exterior CMU wall. The EIFS provides insulation, weather resistance, and an aesthetically finished surface. The detention areas located on the perimeter of the building are constructed of heavy metal framing and detention grade

glazing with cell padding on the interior finish. The majority of the existing windows have aluminum framing. However, many are experiencing infiltration and failed seals resulting in drafts, occupant discomfort, and excessive energy consumption for heating and cooling.

The existing roof consists of a single-ply roofing system with 3 inches of polyisocyanurate (poly-iso) insulation over a concrete deck. The membrane roof is approximately 20 years old and shows signs of standing water. Additionally, the flashing around duct and pipe curb penetrations has failed and has been temporarily sealed with caulking to minimize water infiltration into the building. A comprehensive renovation of the roof surface and window systems is needed to address moisture infiltration and improve thermal performance.



*Pedestrian Bridge Failed
Flashing and Seal*

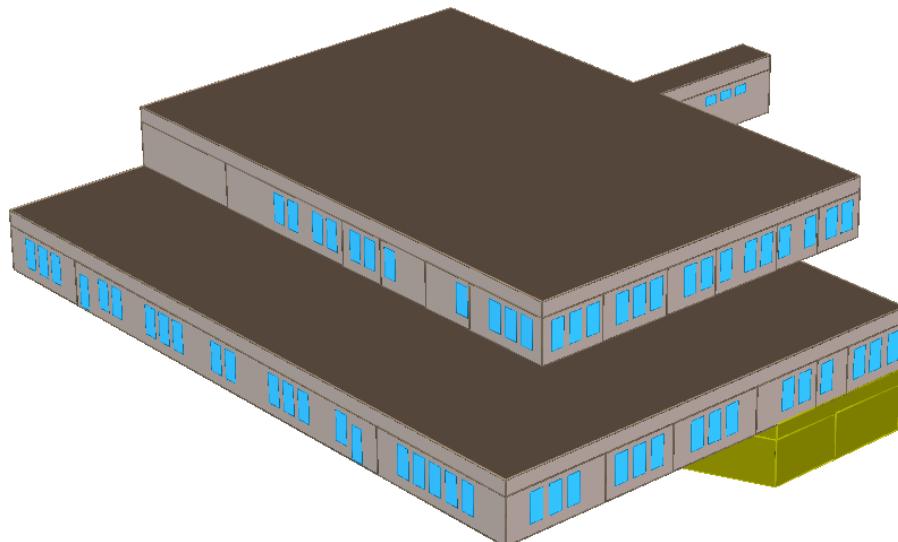


Single-ply Roofing System

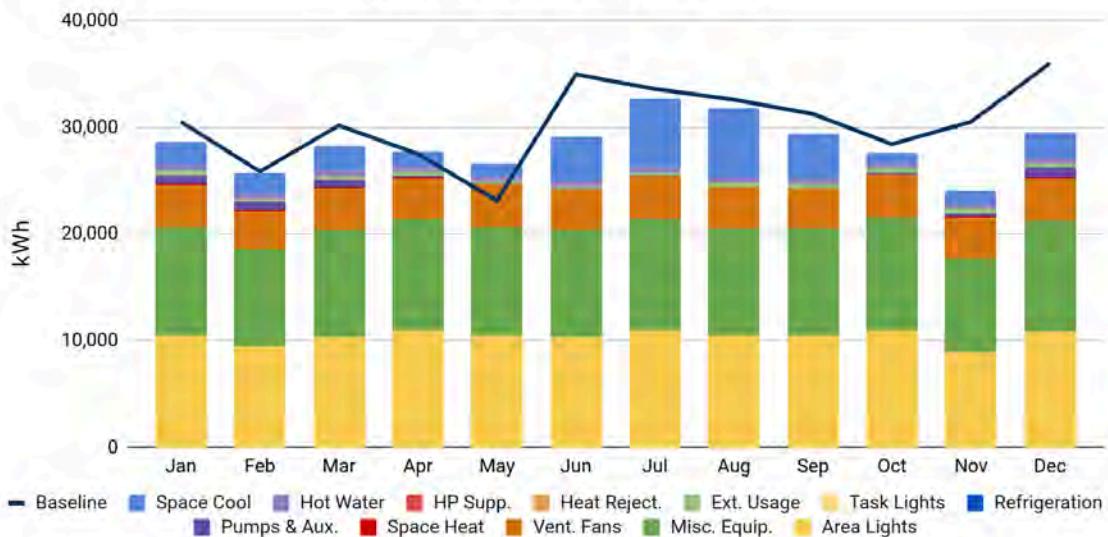
Energy Model Development

Millig utilized the facility energy modeling program eQUEST to create a three-dimensional, 8,760 hourly computer simulation of the Buildings hourly energy use. This model incorporates the buildings' actual construction, equipment, system types, and operational characteristics. It was closely calibrated to the site's actual utility data to validate its accuracy. This accurate baseline model was used to understand each major energy end-use in the buildings and provided the basis for detailed simulations of upgrade opportunities. A 3D rendering of Millig's model and monthly energy end-use consumption are shown below. Whidbey Island NAS, WA (KNUM) weather station was used for both eQUEST models.

Law & Justice eQUEST Model and End-Use Analysis

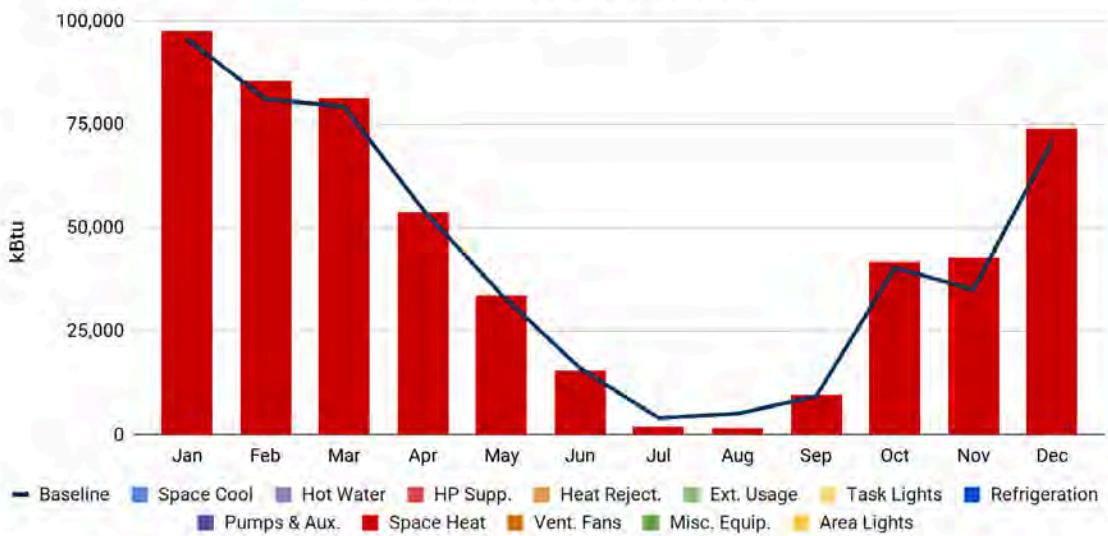


eQuest Calibration - Electricity



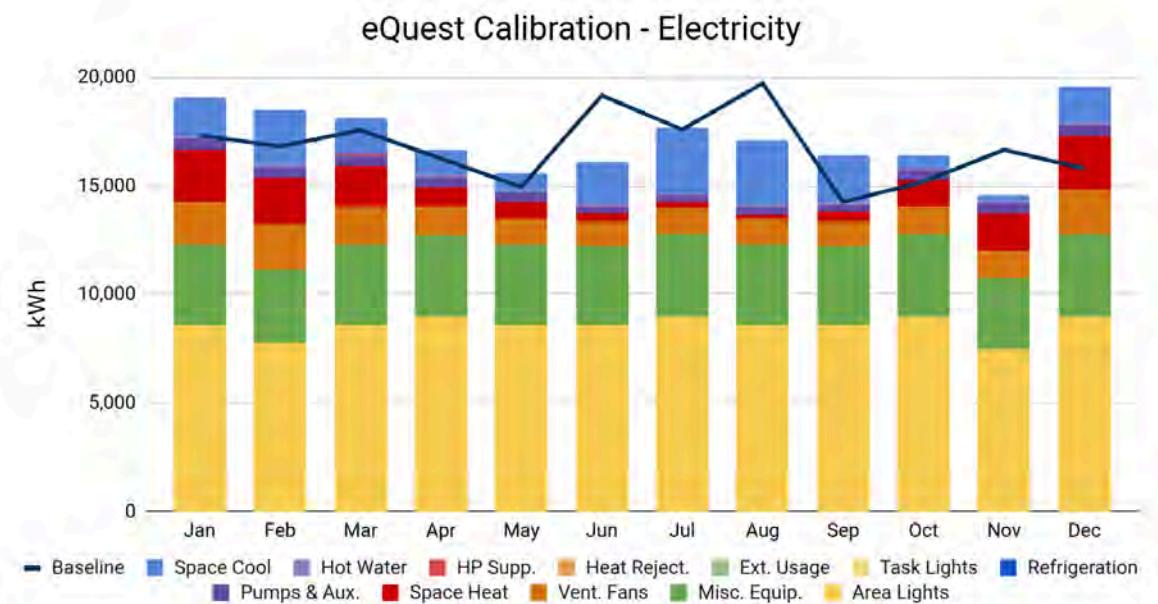
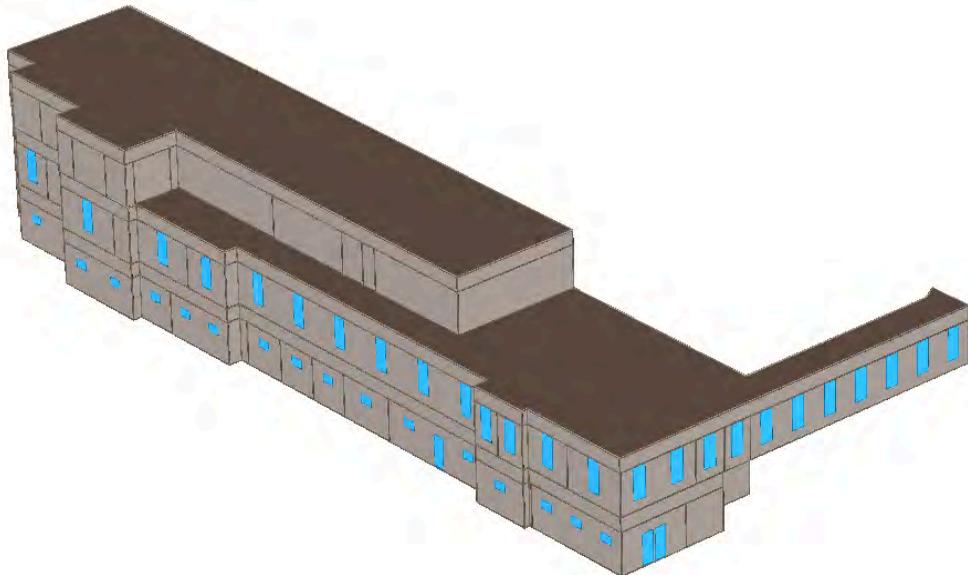
The sum of the annual kWh from the weather-normalized baseline data is [364,391 kWh](#). In comparison, the sum of the annual kWh from the computer-simulated (eQuest) model is [341,132 kWh](#), reflecting an overall percent error of [6.8%](#).

eQuest Calibration - Fuel Oil

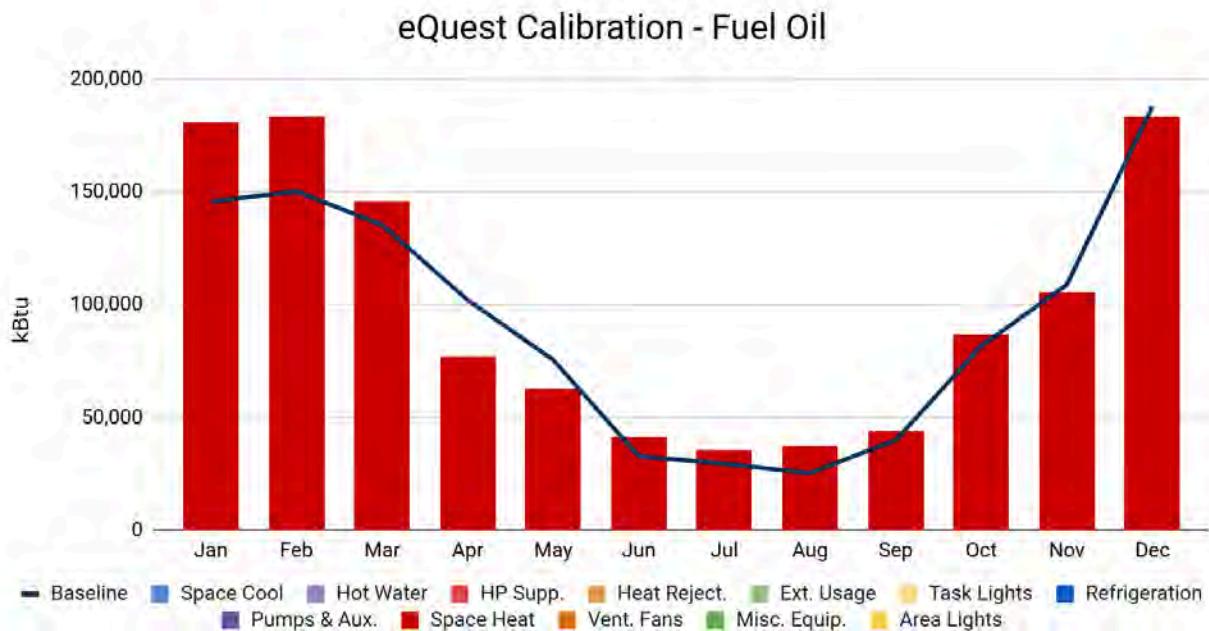


The sum of the annual gallons of fuel oil #2 from baseline data is 3,775 gallons. In comparison, the sum of the annual kBtu from the computer-simulated (eQuest) model converted to gallons of fuel oil is [3,903 gallons](#), reflecting an overall percent error of [3.4%](#).

Juvenile Detention Center eQUEST Model and End-Use Analysis



The sum of the annual kWh from the weather-normalized baseline data is 201,206 kWh. In comparison, the sum of the annual kWh from the computer-simulated (eQuest) model is 205,654 kWh, reflecting an overall percent error of 2.2%.



The sum of the annual [gallons of fuel oil #2](#) from baseline data is [8,024 gallons](#). In comparison, the sum of the annual kBtu from the computer-simulated (eQuest) model converted to [gallons of fuel oil](#) is [8,565 gallons](#), reflecting an overall percent error of 6.5%.

Standards of Comfort

The following environmental standards are the default standards used for the computer-simulated (eQuest) baseline model and savings calculated for the Energy Efficiency Measures (EEMs) included in this report.

Temperature Conditions

The current indoor temperature setpoints and new HVAC systems shall be designed and operated as follows:

	Heating Setpoint	Cooling Setpoint
Occupied	70°F	73°F
Unoccupied	62°F (55°F for Storage)	80°F

The Juvenile Detention Center operates 24/7; therefore, unoccupied setpoints do not apply and are only applicable to the Law and Justice facility.

Ventilation

All occupied spaces shall receive a minimum outside air per occupant that corresponds to the maximum requirement between the American Society of Heating, Refrigerating, and Air Conditioning Engineers (ASHRAE) 62.1 2019 – Ventilation for Acceptable Indoor Air Quality and the Washington State Ventilation and Indoor Air Quality Code.

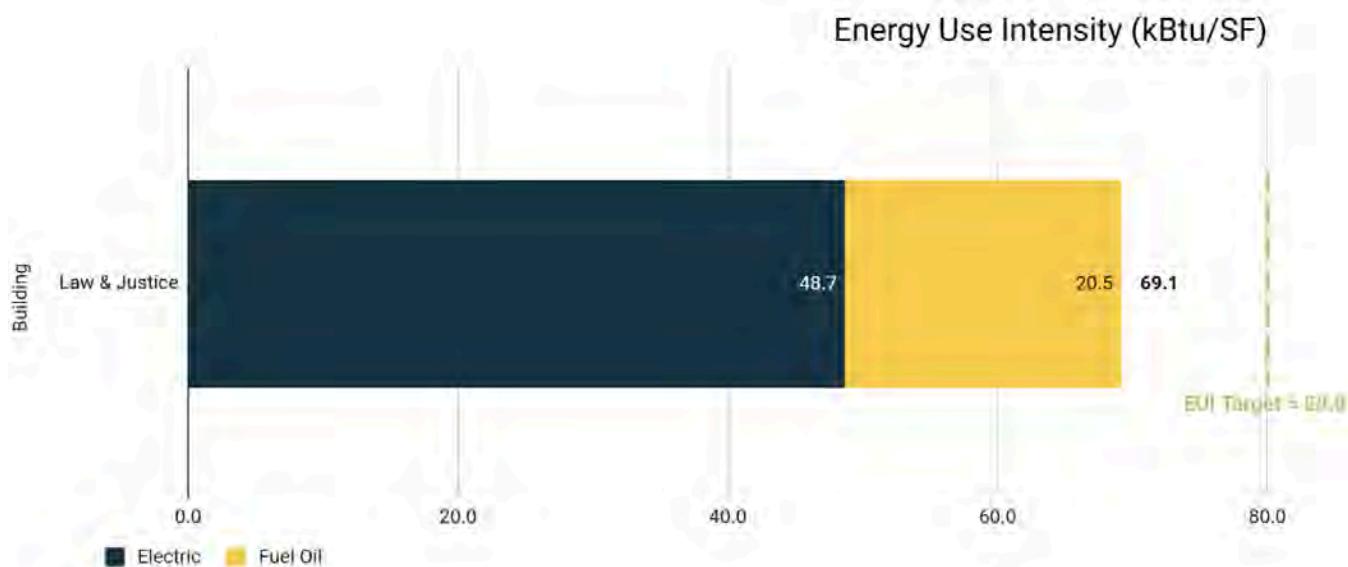
Mechanical ventilation systems shall be disabled/closed during unoccupied hours.

Clean Buildings Act Analysis

The Clean Buildings Act was enacted in 2019 to assess the energy performance of existing facilities and set energy use intensity (EUI) targets for large buildings in the State of Washington. The Law & Justice building is classified as a Tier 2 'Courthouse' and must meet an EUI target of 80.8 kBtu/square foot/year by July 1, 2027. The Juvenile Detention Center as a standalone facility is not covered due to the total square footage being under 20,000 square feet unless it is determined that it is a part of the larger Jail-Annex complex, in which case it would classify as a Tier 1 building with a compliance deadline of July 1, 2027, with a combined EUI of the Juvenile Detention Center and the main jail. A Tier 1 classification would assume that the building sections connecting the Jail-Annex and the Juvenile Detention Center, specifically the semi-heated passageway on the east side of the Juvenile facility and the mechanical shaft located between the two buildings, are part of a single, continuous thermal envelope. However, if the passageway is deemed an unconditioned space due to the lack of cooling and heating only sized for freeze protection rather than for occupied use, and if the weather barrier joints sealing the mechanical shaft separate the Jail and the Juvenile Detention Center, then the two buildings would be evaluated separately. In that case, the Juvenile Detention Center would be classified as a standalone facility. To Millig's knowledge, the Washington State Department of Commerce is classifying the Jail, Annex, and Juvenile Detention as three separate buildings and the County has not received a notification letter that the building is a single building and Tier 1 for Clean Buildings purposes.

Law & Justice current EUI is 69.1 kBtu/square foot/year, therefore, it is under the prescriptive Clean Buildings target EUI.

The following tables document the actual baseline building utility consumption and the EUI target for this type of facility for the Clean Buildings Act:



ENERGY SAVINGS RECOMMENDATIONS

Overview

Millig has rigorously evaluated Island County's facilities and has developed a comprehensive strategy to support the County's goals of addressing issues related to aging and failing building infrastructure, with a focus on reducing reliance on inefficient and costly diesel fuel. Improvements will include addressing deficiencies in the exterior envelope, specifically upgrading windows and roofing systems. Additionally, the HVAC system will be modernized to incorporate high-efficiency alternatives that enhance energy performance, improve occupant comfort, and lower utility and maintenance costs.

LAW & JUSTICE

EEM 1: Comprehensive HVAC Upgrade

Existing Conditions

The airside systems serving the Law & Justice building include one large direct-expansion (DX) VAV rooftop unit with a hot water preheat coil and a combination of fan-powered and terminal units with hot water reheat coils. Small electric wall mount and baseboard heaters provide supplemental heating in the entry vestibule and hallway. One cooling-only ductless split system conditions the server room.

One fuel-oil boiler provides hot water to the 41 terminal units and the central rooftop unit with hydronic heating coils.

Proposed Upgrades

Replace the central rooftop unit, associated terminal units, and fuel-oil boiler with a new air-source variable refrigerant flow (VRF) system. The VRF system includes one energy recovery ventilator (ERV) coupled with heat-recovery fan coil units. An electric resistance duct heater shall provide supplemental heating to preheat outside air for ventilation to neutral conditions in extreme winter conditions.

Replace electric heaters in the entry vestibule and hallway and a cooling-only split system in the server room with like-kind. The server room shall include one additional cooling-only split system for redundancy.

This scope includes providing power to all newly installed HVAC equipment and installing new distribution panels as necessary.

The ownership benefits of a comprehensive HVAC upgrade include full electrification of HVAC systems, which eliminates costly and inefficient diesel usage, enhances comfort, removes phased-out R-22 refrigerant, and significantly reduces maintenance costs.

Scope of Work

- Demolish one boiler, hot water pumps, and local hot water piping in the mechanical room on the first floor. **All hot water piping shall be removed from the mechanical room, and as needed to allow for installation of new indoor VRF units replacing air terminal units with reheat coils located above the ceiling throughout the facility.**
- Demolish flue within the chimney up to the roof, as the chimney will be used as a chase for new refrigerant piping.
- Demolish local hot water piping immediately around reheat coils of VAV terminal boxes to make room for the installation of new VRF FCUs.

- Demolish local ductwork immediately around VAV terminal boxes to make room for the installation of new VRF FCUs and allow for new duct connections as represented on the drawings.
- Demolish roof-mounted air handling unit and split condensing unit, along with refrigerant piping. Modify existing curb and roof penetration to prevent water infiltration and prepare for new refrigerant piping to be installed per details on drawings. The mechanical construction documents shall include installation details relevant to the specified scopes. Preliminary design drawings were not produced nor identified in the scope of services for this Audit.
- Demolish mini-split air conditioner for server room and roof-mounted condensing unit.
- Demolish ducted and roof-mounted exhaust fans.
- Demolish electric unit heaters.
- Installation of a complete Heat Recovery AS-VRF system including indoor fan coil units, branch selector boxes, and roof-mounted outdoor heat recovery units, along with refrigerant piping and pipe accessories.
- Installation of new local supply, return, and ventilation ductwork around each new ducted VRF FCU to connect to existing duct infrastructure.
- Installation of condensate piping from each FCU to the nearest restroom or accessible drain piping.
- Installation of new roof-mounted ERV with supplemental electric heating element external to the unit in supply duct, but to operate as one unified system.
- Installation of (2) new ductless mini-split air conditioners to serve the server room.
- Local removal and replacement of ceiling tiles to access plenum for installation of new equipment, ductwork, and piping.
- Re-balancing of existing air terminals to airflows indicated on drawings. Existing balancing dampers may be used to accomplish balancing.
- Installation of new exhaust fans to directly replace demolished exhaust fans.
- Installation of new electric unit heaters.
- Installation of new VRF vendor-supplied thermostats and wiring to control indoor VRF FCUs (this includes server room mini-split AC unit). Building Automation Contractor to integrate from main VRF building level controller to overall central BAS.

EEM 2: LED Lighting

Existing Conditions

Most of the interior lighting throughout the building consists of linear fluorescent (T8) recessed light fixtures with electronic ballasts. The electrical and mechanical rooms and the janitor's closet have surface-mounted fluorescent fixtures. The existing lighting is controlled by standard toggle switches.

Proposed Upgrades

Retrofit existing interior and exterior light fixtures with new LED flat panels, new LED circular can lights, and new exterior LED fixtures. [All new LED lighting will be UL Listed.](#)

The ownership benefits for lighting upgrades include reduced energy use and cost, improved light quality, and lower maintenance costs.

Scope of Work

- Retrofit fluorescent fixtures and compact fluorescent lamp (CFL) to LED
- Replace exterior wall-mounted and can light fixtures with new LED wall-mounted and can light fixtures
- Replace corridor fluorescent fixtures with center basket kits with flat panel LED kit, repurposing existing belly pans
- Downlights will be retrofitted with LED downlight kits with new white flanges.
- [All new LED lighting will be UL Listed](#)

EEM 3: Roof Replacement

Existing Conditions

The roof is a single-ply membrane with batt insulation over a concrete deck, with portions of the roof having standing water present. The insulation below appears to be in good condition with limited evidence of compromised R-value, allowing a resurfacing or re-coating to yield a cost-effective upgrade compared to a complete roof tear-off and replacement.

Proposed Upgrades

Installation of new weatherproof coating on top of existing roof system. Thermal scanning of insulation to determine the presence of deficient sections and replacement with new insulation as needed.

The ownership benefits of roof replacement include avoiding costly full replacements, being most cost-effective when performed alongside HVAC upgrades, and providing for future solar PV installations.

Scope of Work

- Power wash and clean the entire roof area with soft-bristle brushes and power cleaners.
- While washing, inspect roof area for damaged seams, penetrations, punctures, poor flashing details, and failed sealant joints; repair all defects. repair with 6" unibond as needed.
- Inspect all seam laps where the membrane meets and repair with 6" unibond as needed.
- Inspect all flashing plies and drain assemblies, and make repairs as needed.
- Remove skirt flashing, to be installed at the end of the project.
- Install a bead of Tuff Stuff where the top of the EQ brackets meet the membrane.
- Tape off all perimeter flashings and traffic areas. Any and all overpainting will need to be cleaned.
- Repair all rotted fascia.
- Apply Liquitec over all seams and flashings.
- In areas that hold water, we recommend fully reinforcing with 40" polyester.
- Apply top coat over the entire roof and walls

EEM 4: Window Replacements

Existing Conditions

The existing aluminum window systems are original to the building's construction and has begun to exhibit considerable signs of wear and tear. The seals around the windows have deteriorated, resulting in significant air and water infiltration. This issue not only compromises the aesthetic appeal of the windows but also leads to occupant discomfort due to drafts and temperature fluctuations. Furthermore, the inefficiency of the existing windows negatively impacts the overall energy performance of the building, increasing heating and cooling costs.

Proposed Upgrades

Replace existing window systems with new aluminum double-glazed windows. Replacement of failed lintels above window openings to prepare opening for installation of new window system. **Window replacements will improve building performance and occupant comfort by reducing air infiltration and associated drafts. The reduced infiltration load also enables potential downsizing of HVAC equipment, resulting in improved system efficiency and lower operational costs.**

The ownership benefits of window replacement include enhanced building performance and aesthetics, replacement of failing envelope components, and minimizing air and water infiltration, which leads to improved comfort.

Scope of Work

- Demolish existing window systems.
- Clean and prepare window openings.
- Replacement of steel lintels in locations where the existing lintels are deteriorated.
- Install new aluminum window systems.
- Seal, patch, trim, and flashing for window installations.
- Final clean of each window after installation.

EEM 5: Solar PV

Existing Conditions

Given the proposed upgrades to the Law & Justice Building's roofing system which will prevent the need for further repair or replacement for many years along with increasing annual electricity costs, the facility is a good candidate for a solar photovoltaic system to supplement grid-provided electricity.

Proposed Upgrades

Install 50kW AC roof-mounted ballasted solar PV system. All equipment will be hoisted to the roof at the start of the installation. The ballasted racking system will be installed with slip sheets to protect the building's new roof. The inverters and AC combiner will be installed at roof level on ballasted racks. An exterior conduit run from the AC combiner to the AC disconnect at the electrical meter will be installed per utility requirements. From here, the conduit will enter the building and run through the drop ceiling to a load-side tap interconnection within the main electrical room. **The inverters shall be equipped with a web-based platform for monitoring system performance and energy generated.**

The benefits to ownership for solar PV implementation include on-site renewable energy generation, reduced electricity consumption and costs, and decreased dependence on the grid.

Scope of Work

- Prepare roof to accommodate installation of solar panels
- Lift solar panels and roof-mounted inverters up to the roof
- Install solar PV modules, ballasted with slip sheets for roof protection
- Install roof-mounted inverters and interconnect with solar PV modules
- Connect solar PV system to main electrical service, along with disconnect at electric meter per utility requirements

JUVENILE DETENTION

EEM 6: Option 1: HP VAV Rooftop Units w/ Electric Reheat & Heat Pump RTU Alternatives

Existing Conditions

The existing HVAC systems were installed in 2005, making them approximately 20 years old and nearing the end of their operational lifespan. Additionally, the reliance on costly fuel oil for the boiler raises environmental concerns. The current HVAC systems consist of Variable Air Volume (VAV) rooftop units (RTUs), packaged single-zone RTUs, and a small heat pump RTU. All RTUs use R-22 refrigerant, which is expensive and limited in availability due to it being phased out. Heating is provided by a non-condensing fuel oil boiler and primary hot water pumps. Furthermore, the system includes roof-mounted general exhaust fans and purge fans for smoke control, with supplemental heating in mechanical rooms, detention shower areas, and the maintenance office provided by hydronic and electric unit heaters.

Proposed Upgrades

Replace the existing VAV rooftop units (AHU-6 and AHU-7) with high-efficiency packaged heat pump rooftop units. Additionally, the existing VAV terminal units will be replaced with terminal units that have integral electric reheat. The new VAV rooftop units shall include supplemental heating **with staged capacity** to preheat the outside air to neutral temperatures during extreme winter conditions when heat pump performance is derated or not feasible.

Replace existing single-zone rooftop units (AHU-2 through AHU-5) with packaged heat pump rooftop units. Additionally, the current split system (AHU-1/CU-1) serving the electrical room and computer server room on the first floor will be upgraded to a split heat pump system. The new rooftop units will include supplemental electric resistance heat for extreme cold conditions when heat pump **capacity** is derated. The existing zoning shall remain the same and the existing ductwork infrastructure will be reused to the greatest extent possible.

Hydronic unit heaters located in the mechanical rooms and maintenance office will be replaced with electric resistance unit heaters of equivalent size. Furthermore, the existing electrical resistance unit heaters in the detention shower area, walkway bridge, and tool room will be replaced with like-for-like.

This scope includes providing electrical power to all newly installed HVAC equipment and the installation of new distribution panels as required. All new HVAC equipment shall be integrated into the existing building automation system for monitoring and control.

Ownership benefits of this HVAC option include cost-effective compared to Option 2, electrification of heating, improved efficiency, and retention of similar HVAC system types and

layout. Furthermore, this comprehensive HVAC upgrade will address issues related to failing equipment infrastructure, remove phased out R-22 refrigerant, eliminate expensive onsite diesel usage, and significantly reduce maintenance costs.

Scope of Work

- Demolish one boiler, hot water pumps, and local hot water piping in the mechanical room on the first floor. **All hot water piping shall be removed from the mechanical room, and as needed to allow for installation of new terminal units with electric reheat replacing air terminal units with hydronic reheat coils located above the ceiling.**
- Demolish flue within the chimney up to the roof.
- Demolish local hot water piping immediately around reheat coils of VAV terminal boxes to make room for the installation of new terminal boxes with electric resistance heating.
- Demolish local ductwork immediately around VAV terminal boxes to make room for the installation of new VAV terminal boxes and allow for new duct connections
- Demolish mini-split air conditioner for server room and roof-mounted condensing unit.
- Demolish ducted and roof-mounted exhaust fans.
- Demolish electric unit heaters.
- Installation of VAV packaged heat pump rooftop units and associated curbs.
- Installation of single-zone packaged heat pump rooftop units and associated curbs.
- Installation of new supply and return ductwork for new VAV rooftop units to connect to existing duct infrastructure.
- Installation of new VAV terminal units with electric reheat coils and related electrical work for power requirements.
- Installation of a new ductless mini-split air conditioner to serve the server room.
- Local removal and replacement of ceiling tiles to access plenum for installation of new equipment, ductwork, and piping.
- Re-balancing of existing air terminals. Reuse existing balancing dampers.
- Installation of new exhaust fans to directly replace demolished exhaust fans.
- Installation of new electric unit heaters of same capacity in place of demolished heaters.
- New HVAC equipment shall be integrated into existing Siemens Building Automation System

EEM 7: Option 2: Air-source VRF w/ERV & Single-zone Heat Pump Alternatives

Existing Conditions

Refer to EEM 6.

Proposed Upgrades

Replace the existing VAV rooftop units (AHU-6 and AHU-7) and associated terminal units and the current fuel-oil boiler with a new air-source Variable Refrigerant Flow (VRF) system. The new HVAC system includes installation of an Energy Recovery Ventilator (ERV) and electric resistance duct heater to provide supplemental heating to preheat the outside air to neutral temperatures during extreme winter conditions.

Replace existing single-zone rooftop units (AHU-2 through AHU-5) with packaged heat pump rooftop units. Additionally, the current split system (AHU-1/CU-1) serving the electrical room and computer server room on the first floor will be upgraded to a split heat pump system. The new rooftop units will include supplemental electric resistance heat for extreme cold conditions when heat pump operation is derated. The existing zoning shall remain the same and the existing ductwork infrastructure will be reused to the greatest extent possible.

Hydronic unit heaters located in the mechanical rooms and maintenance office will be replaced with electric resistance unit heaters of equivalent size. Furthermore, the existing electrical resistance unit heaters in the detention shower area, walkway bridge, and tool room will be replaced with like-for-like

This scope includes providing electrical power to all newly installed HVAC equipment and the installation of new distribution panels as required.

Ownership benefits of this HVAC option include highest energy efficiency, greatest utility cost reduction, electrification of heating, and improved zone temperature control. Furthermore, this comprehensive HVAC upgrade will address issues related to failing equipment infrastructure, remove phased out R-22 refrigerant, eliminate expensive onsite diesel usage, and significantly reduce maintenance costs.

Scope of Work

- Demolish one boiler, hot water pumps, and local hot water piping in the mechanical room on the first floor. Hot water piping shall only be removed to the extent it leaves the mechanical room.

- Demolish the flue within the mechanical room and chase up to the roof, as this path is a viable option for new refrigerant piping.
- Demolish local hot water piping immediately around reheat coils of VAV terminal boxes to make room for the installation of new VRF FCUs.
- Demolish local ductwork immediately around VAV terminal boxes to make room for the installation of new VRF FCUs and allow for new duct connections as represented on the drawings.
- Demolish VAV and single-zone packaged rooftop units (AHU-2 through AHU-7)
- Demolish mini-split air conditioner for server room and roof-mounted condensing unit.
- Demolish roof-mounted exhaust fans.
- Demolish electric unit heaters.
- Installation of a complete Heat Recovery AS-VRF system including indoor fan coil units, branch selector boxes, and roof-mounted outdoor heat recovery units, along with refrigerant piping and pipe accessories.
- Installation of new local supply, return, and ventilation ductwork around each new ducted VRF FCU to connect to existing duct infrastructure.
- Installation of condensate piping from each FCU to the nearest restroom or accessible drain piping.
- Installation of new roof-mounted ERV with supplemental electric heating element external to the unit in supply duct, but to operate as one unified system.
- Installation of single-zone packaged heat pump rooftop units and associated curbs.
- Installation of a new ductless mini-split air conditioner to serve the server room.
- Local removal and replacement of ceiling tiles to access plenum for installation of new equipment, ductwork, and piping.
- Re-balancing of existing air terminals to airflows indicated on drawings. Existing balancing dampers may be used to accomplish balancing.
- Installation of new exhaust fans to directly replace demolished exhaust fans.
- Installation of new electric unit heaters to directly replace demolished electric unit heaters.
- Installation of new electric unit heaters to replace hydronic unit heaters of the same capacity.
- Installation of new VRF vendor-supplied thermostats and wiring to control indoor VRF FCUs (this includes server room mini-split AC unit). Building Automation Contractor to integrate from main VRF building level controller to overall central BAS.
- New HVAC equipment shall be integrated into existing Siemens Building Automation System (BAS).

EEM 8: LED Lighting

Existing Conditions

The interior lighting in the building mainly consists of recessed linear fluorescent (T8) fixtures. In areas without lay-in ceilings, such as electrical and mechanical rooms, surface-mounted fluorescent fixtures are used. In cells and detention areas, detention-grade, vandal-resistant fluorescent fixtures and coves are installed. Most lighting is controlled by local switches, except for the correctional area, which is controlled via a panel located in the central control room.

Proposed Upgrades

Retrofit existing interior and exterior light fixtures with new LED flat panels, new LED circular can lights, and new exterior LED fixtures.

The ownership benefits for lighting upgrades include reduced energy use and cost, improved light quality, and lower maintenance costs.

Scope of Work

- Retrofit fluorescent fixtures and compact fluorescent lamp (CFL) to LED
- Replace exterior wall-mounted and can light fixtures with new LED wall mounted and can light fixtures
- Replace corridor fluorescent fixtures with center basket kits with flat panel LED door kit, repurposing existing belly pans
- Downlights will be retrofitted with LED downlight kits with new white flanges.
- Retrofit vandal resistant lighting in correctional areas with Type C LED lamps and drivers.
- Existing central control panel for correctional area to remain.

EEM 9: Roof Replacement

Existing Conditions

The existing roof consists of a single-ply roofing system with 3 inches of polyisocyanurate (poly-iso) insulation over a concrete deck. The membrane roof is approximately 20 years old and shows signs of standing water. Additionally, the flashing around duct and pipe curb penetrations has failed and has been temporarily sealed with caulking to minimize water infiltration into the building.

Proposed Upgrades

Installing a two-ply torch roof retrofit, thermal scanning the insulation to determine the presence of deficient sections, and replacing it with new insulation as needed.

The ownership benefits of roof replacement include avoiding costly full replacements, being most cost-effective when performed alongside HVAC upgrades, and providing for future solar PV installations.

Scope of Work

- Apply top coat over entire roof and walls. Remove single-ply membrane.
- Fully adhere $\frac{1}{2}$ " primed coverboard and install HPR Torchbase
- Install Stressply IV granulated Cap Sheet
- Install new standing seam 24 gauge coping per ANSI/SPRY ES-1 requirements.
- Flashings to receive same 2 ply system.

FINANCIAL SUMMARY

The following tables detail estimated installed costs, energy savings, and maintenance cost reductions for each recommended measure. Installed cost estimates are turnkey and include all project costs to design and implement each measure.

Millig's services include design, project management, subcontractor vetting and procurement, submittals and equipment selection, construction management, site supervision, commissioning, system performance maximization, and measurement and verification of energy savings.

Law & Justice Recommendations Summary

EEM DESCRIPTION	Turnkey Cost Estimate (GMP) ¹	Utility Cost Reduction	Maintenance Savings
EEM 1: L&J: HVAC Upgrade: Air-source VRF w/ERV	\$1,300,000	\$12,360	\$6,000
EEM 2: L&J: LED Lighting Upgrade	\$120,000	\$5,552	\$3,832
EEM 3: L&J: Window Replacements	\$400,000	\$314	\$0
EEM 4: L&J: Roof Replacement	\$510,000	\$320	\$3,321
EEM 5: L&J: Roof-mounted Solar PV	\$320,000	\$6,640	\$0
	\$2,650,000	\$25,186	\$13,054

Notes:

¹Cost Estimated Exclude sales tax and DES program fees

Juvenile Detention Recommendations Summary

EEM DESCRIPTION	Turnkey Cost Estimate	Utility Cost Reduction	Maintenance Savings
EEM 6: JDC: HP VAV RTUs w/ Electric Reheat & Single-zone HP Alternatives (Option 1)	\$1,200,000	\$3,188	\$10,500
EEM 7: JDC: Air-source VRF w/ERV & Single-zone HP Alternatives (Option 2)	\$1,400,000	\$7,939	\$10,500
EEM 8: JDC: LED Lighting Upgrade	\$62,000	\$2,477	\$2,047
EEM 9: JDC: Roof Replacement	\$350,000	\$116	\$1,774
	\$3,012,000	\$13,719	\$14,321

Notes:

¹Cost Estimated Exclude sales tax and DES program fees

Utility Rebates

The Law and Justice and Juvenile Detention Center are both eligible to receive utility rebates from Puget Sound Energy for the LED lighting upgrade projects. The estimated rebate for the Law and Justice facility amounts to \$15,600, and the Juvenile Detention Center is projected to receive \$6,050.

APPENDIX A: UTILITY DATA & CODE INFORMATION

Law & Justice

The baseline refers to a collection of parameters that outlines the energy consumed during the Base Year, as well as the conditions that influenced that consumption. This collection includes details on utility usage, facility usage, weather data, and any other relevant information necessary to characterize the conditions of the Base Year. Additionally, the baseline incorporates specific mathematical values that are used to relate the energy consumption in the Base Year to the factors that contributed to that consumption. For the Law & Justice Building, the selected baseline period covers electricity and fuel oil consumption for the calendar year 2023, representing a 12-month period. The data table includes both actual utility consumption figures and values normalized to a Typical Meteorological Year (TMY3) weather.

Month	kWh	Law & Justice - Utility Baseline										WN EUI
		WN kWh	Elec \$	kW	Gallons	Fuel Oil Gallons	\$	Total \$	WN \$	EUI		
Jan	30,503	30,503	\$3,138	85	688	688	\$2,150	\$5,289	\$5,289	7.8	7.8	
Feb	25,845	25,845	\$3,224	80	583	583	\$2,905	\$6,129	\$6,129	6.6	6.6	
Mar	30,157	30,157	\$3,141	78	570	570	\$2,463	\$5,604	\$5,604	7.1	7.1	
Apr	27,503	27,503	\$3,224	83	391	391	\$2,408	\$5,633	\$5,633	5.8	5.8	
May	29,102	23,130	\$2,487	133	243	243	\$1,653	\$4,715	\$4,140	5.2	4.4	
Jun	30,198	34,942	\$3,501	121	115	115	\$1,027	\$4,071	\$4,528	4.7	5.3	
Jul	31,565	33,584	\$3,367	130	28	28	\$487	\$3,653	\$3,854	4.4	4.6	
Aug	35,107	32,584	\$3,134	138	36	36	\$120	\$3,504	\$3,254	4.9	4.5	
Sep	31,236	31,236	\$3,411	136	67	67	\$153	\$3,564	\$3,564	4.5	4.5	
Oct	28,404	28,404	\$3,308	130	290	290	\$281	\$3,589	\$3,589	5.4	5.4	
Nov	30,504	30,504	\$3,038	124	252	252	\$245	\$3,283	\$3,283	5.4	5.4	
Dec	35,999	35,999	\$3,387	82	509	509	\$2,275	\$5,662	\$5,662	7.6	7.6	
Total	366,123	364,391	\$38,361	1,320	3,775	3,775	\$ 16,168	\$ 54,697	\$ 54,528	69.3	69.1	

Notes:

¹Weather Normalized (WN) utility information is derived from a linear regression between energy consumption and heating degree days

Juvenile Detention Center

The baseline refers to a collection of parameters that outlines the energy consumed during the Base Year, as well as the conditions that influenced that consumption. This collection includes details on utility usage, facility usage, weather data, and any other relevant information necessary to characterize the conditions of the Base Year. Additionally, the baseline incorporates specific mathematical values that are used to relate the energy consumption in the Base Year to the factors that contributed to that consumption. For the Juvenile Detention Center, the selected baseline period covers electricity and fuel oil consumption for the calendar year 2023, representing a 12-month period. The data table includes both actual utility consumption figures and values normalized to a Typical Meteorological Year (TMY3) weather.

Month	kWh	Juvenile Detention - Utility Baseline										WN EUI	
		WN kWh	Elec \$	kW	Gallons	Gallons	WN			Fuel Oil \$	Total \$	WN \$	EUI
							\$	Total \$	WN \$				
Jan	17,326	17,326	\$2,122	44	1,049	1,049	\$6,407	\$8,529	\$8,529	14.9	14.9		
Feb	16,811	16,811	\$2,150	42	1,081	1,081	\$4,682	\$6,833	\$6,833	15.1	15.1		
Mar	17,553	17,553	\$2,213	41	974	974	\$4,867	\$7,079	\$7,079	14.2	14.2		
Apr	16,248	16,248	\$2,179	38	735	735	\$4,363	\$6,542	\$6,542	11.5	11.5		
May	16,278	14,946	\$2,051	37	543	543	\$3,302	\$5,353	\$5,190	9.6	9.2		
Jun	17,917	19,155	\$2,144	37	236	236	\$2,432	\$4,576	\$4,728	6.9	7.2		
Jul	17,584	17,584	\$2,340	45	212	212	\$1,059	\$3,399	\$3,399	6.5	6.5		
Aug	17,076	19,716	\$2,138	41	182	182	\$952	\$3,090	\$3,411	6.1	6.8		
Sep	17,573	14,245	\$2,503	44	287	287	\$815	\$3,318	\$2,913	7.3	6.5		
Oct	15,182	15,182	\$2,196	37	587	587	\$1,293	\$3,489	\$3,489	9.7	9.7		
Nov	16,651	16,651	\$2,013	52	784	784	\$2,627	\$4,640	\$4,640	12.1	12.1		
Dec	15,787	15,787	\$2,288	44	1,354	1,354	\$3,437	\$5,725	\$5,725	17.6	17.6		
Total	201,987	201,206	\$26,337	502	8,024	8,024	\$ 36,237	\$ 62,574	\$ 62,479	131.7	131.5		

Notes:

¹Weather Normalized (WN) utility information is derived from a linear regression between energy consumption and heating degree days

Utility Rates Used to Calculate Cost Savings

The rates set forth in this Subsection will be used throughout the Guarantee Term to determine the Measured Savings Amount. The following is the current actual rate schedule for electric utility service to the Law & Justice and Juvenile Detention Center.

Law & Justice

Name of Utility: Puget Sound Energy			
Rate Schedule: Commercial 25 - Small Demand General Service			
	Charge	Unit	Comments
Customer Charges:	\$70.14	Per Billing Period	
Demand Charge First 50 kW	\$1.25	Per kW	
Demand Charge Over 50 kW (October - March):	\$15.04	Per kW	
Demand Charge Over 50 kW (April - September):	\$10.66	Per kW	
Consumption Charge First 20,000 kWh (October - March):	\$0.142985	Per kWh	Includes riders, adjustments, and credits
Consumption Charge Over 20,000 kWh (October - March):	\$0.116968	Per kWh	Includes riders, adjustments, and credits
Consumption Charge First 20,000 kWh (April - September):	\$0.134039	Per kWh	Includes riders, adjustments, and credits
Consumption Charge Over 20,000 kWh (April - September):	\$0.116968	Per kWh	Includes riders, adjustments, and credits
State Utility Tax	3.873%	All Costs Above	Tax applied to all fees and charges, listed above
City Utility Tax	6.695%	All Costs Above	Tax applied to all fees and charges, listed above

Fuel oil is currently purchased as needed, with variable market rates per gallon. The average cost per gallon for the baseline period was \$4.21 per gallon of fuel oil. The baseline energy usage and

cost are the basis for total Fuel Oil savings, given that the proposed project will completely eliminate all systems using Fuel Oil at the Law & Justice facility.

Juvenile Detention Center

Name of Utility: Puget Sound Energy			
Rate Schedule: Commercial 24 - General Service			
	Charge	Unit	Comments
Customer Charges:	\$25.95	Per Billing Period	
Consumption Charge (October - March):	\$0.161005	Per kWh	Includes riders, adjustments, and credits
Consumption Charge (April - September):	\$0.157805	Per kWh	Includes riders, adjustments, and credits
State Utility Tax	3.873%	All Costs Above	Tax applied to all fees and charges, listed above
City Utility Tax	6.695%	All Costs Above	Tax applied to all fees and charges, listed above

Fuel oil is currently purchased as needed, with variable market rates per gallon. The average cost per gallon for the baseline period was \$4.21 per gallon of fuel oil. The baseline energy usage and cost are the basis for total Fuel Oil savings, given that the proposed project will completely eliminate all systems using Fuel Oil at the Juvenile Detention Center.

Measurement & Verification Methodology Proposed

To accurately track and demonstrate the verified energy savings achieved from the HVAC, lighting, and [building envelope](#) upgrades at both the Law & Justice Center and the Juvenile Detention Center, IPMVP Option C (Whole Building Verification) shall be selected. This option compares actual utility data, normalized to Typical Meteorological Year (TMY3) weather data, before the recommended facility improvements to the actual utility data after implementation, also normalized to TMY3 weather. IPMVP Option B (Retrofit Isolation) shall be selected to quantify the energy savings associated with the Law & Justice Solar PV installation. This option is suitable for Energy Efficiency Measures (EEMs) that have measurable performance factors (such as end-use capacity, demand, and power) and operational factors (such as output at specific solar irradiance levels) at the component or system level. A detailed Measurement and Verification (M&V) Plan shall

be included as an appendix in a forthcoming Energy Services Proposal, outlining all procedures and calculations that shall be used to determine the achieved savings for the project.

The following table identifies the M&V methodology proposed for each EEM:

EEM	EEM Description	M&V Option Used		Summary of M&V Plan
		Used	Summary of M&V Plan	
1	L&J: HVAC Upgrade: Air-source VRF w/ERV	IPMVP C	Whole Facility Measurement	
2	L&J: LED Lighting Upgrade	IPMVP C	Whole Facility Measurement	
3	L&J: Window Replacements	IPMVP C	Whole Facility Measurement	
4	L&J: Roof Replacement	IPMVP C	Whole Facility Measurement	
5	L&J: Roof-mounted Solar PV	IPMVP B	Retrofit Isolation	
6	JDC: HP VAV RTUs w/ Electric Reheat & Single-zone HP Alternatives (Option 1)	IPMVP C	Whole Facility Measurement	
7	JDC: Air-source VRF w/ERV & Single-zone HP Alternatives (Option 2)	IPMVP C	Whole Facility Measurement	
8	JDC: LED Lighting Upgrade	IPMVP C	Whole Facility Measurement	
9	JDC: Roof Replacement	IPMVP C	Whole Facility Measurement	

Applicable Codes and Standards

The scope of work outlined below will comply with the following codes and standards:

Code	Code Reference
Building Code	IBC 2021 – International Building Code with Washington State Amendments
Mechanical Code	IMC 2021 – International Mechanical Code with Washington State Amendments IFGC 2021 - International Fuel Gas Code with Washington State Amendments
Electrical Code	NEC 2023/NFPA 70 – National Electrical Code
Energy Code	WSEC 2021 – Washington State Energy Code

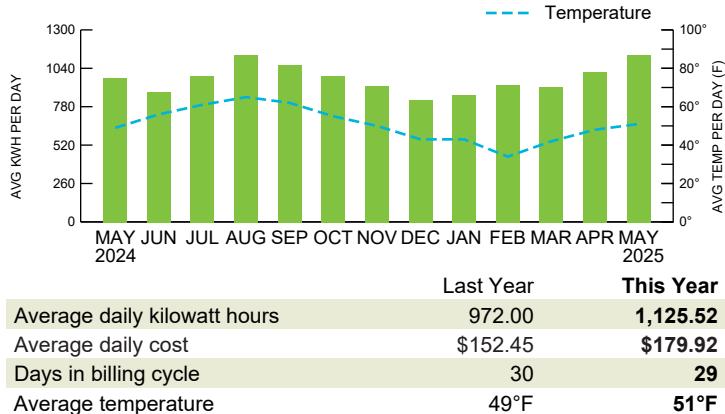

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Issued: May 12, 2025

Account Number: 200002523690

DUE DATE
TOTAL DUE
June 2, 2025
\$9,722.58
ISLAND COUNTY MAINTENANCE

Serving: 101 NE 6TH ST, Coupeville

Your Usage Information
Electric


	Last Year	This Year
Average daily kilowatt hours	972.00	1,125.52
Average daily cost	\$152.45	\$179.92
Days in billing cycle	30	29
Average temperature	49°F	51°F

Your Account Summary
Previous Charges:

Amount of Your Last Bill (dated 4/11/2025)	\$ 9,009.67
--	-------------

Total Previous Charges

\$ 9,009.67

Current Charges:

Electric Charges	\$ 5,217.75
------------------	-------------

Total Current Charges

\$ 5,217.75

Total includes current and past due charges
Total \$ 14,227.42

The total due may differ from the total in your summary because of outstanding payment arrangements.

Late Payments | A late payment fee of 1% per month will apply to past due charges, if any, and amounts unpaid more than 10 business days after the statement due date. Amounts will be considered delinquent if payment is not received on or before the due date.

We're here to help

If you're having difficulty paying your PSE bill, consider setting up payment arrangements for smaller, multiple payments over time. Sign in to your account or contact us. pse.com/paymentarrangement.

How to reach us

For self-service options visit our website at pse.com.

Email: customercare@pse.com

Customer Service: **1-888-225-5773** TTY: **1-800-962-9498**

Hours: 7:30 a.m. – 6:30 p.m. M – F TRS: **1-866-831-5161**

Puget Sound Energy: P.O. Box 91269, Bellevue, WA 98009

24 Hour Emergency and Outage line: 1-888-225-5773



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To pay or find pay station locations go to pse.com or call **1-888-225-5773**

Mail this coupon and make check payable to Puget Sound Energy

013313

ISLAND COUNTY MAINTENANCE
1 NE 7TH ST
COUPEVILLE WA 98239


Account Number: 200002523690
DUE DATE
June 2, 2025
TOTAL DUE
\$9,722.58
Serving:

101 NE 6TH ST, Coupeville


Puget Sound Energy

P.O. BOX 91269
Bellevue, WA 98009-9269

Your bill includes charges for electricity and/or natural gas, delivery services, general administration and overhead, metering, taxes, conservation expenses and other items.

Electric Detail Information: 101 NE 6TH ST, Coupeville

Rate Schedule	Meter #	Start Date	End Date	Multiplier	Kilowatt Hours (kWh)	Electric Demand (kW)	Reactive Power (kVAR)	Meter Read Type
		Read	Read					
Commercial 25	P173596242	4/10	5/9	120	32,640	—	—	Actual Read
		5986	6258					
Commercial 25	P173596242	—	5/9	120	—	118.08	—	Actual Read
		—	—					

Your Electric Charge Details (29 days)		Rate x Unit	=	Charge	Definitions
32,640 kWh used for service 4/11/2025 - 5/9/2025					
Basic Charge		\$70.14 per month	\$	70.14	Basic Charge — Covers the costs for meters, meter reading, billing and other costs that do not vary with energy use or the number of days covered by the bill.
Electricity					Multiplier — Converts the amount of electricity used as measured by your meter into kWh.
Tier 1 (First 13793 kWh Used) (4/11/2025 - 4/30/2025)	0.120054	13,793 kWh		1,655.90	kWh — Your use of electricity is billed in units called kilowatt hours. It is a unit of energy that equals 1,000 watts of electricity consumed in one hour.
Tier 2 (Above 13793 kWh Used) (4/11/2025 - 4/30/2025)	0.102983	8,717.32 kWh		897.74	Energy Exchange Credit — Federal Columbia River Benefits supplied by Bonneville Power Administration from low-cost power generated by federal hydroelectric dams.
Tier 1 (First 6207 kWh Used) (5/1/2025 - 5/9/2025)	0.123812	6,207 kWh		768.50	Other Electric Charges and Credits — Includes the Merger, Federal Wind Power, and Renewable Energy Credits.
Tier 2 (Above 6207 kWh Used) (5/1/2025 - 5/9/2025)	0.106741	3,922.68 kWh		418.71	
Electric Cons. Program Charge (4/11/2025 - 4/30/2025)	0.005365	22,510.32 kWh		120.77	
Electric Cons. Program Charge (5/1/2025 - 5/9/2025)	0.007262	10,129.68 kWh		73.56	
Power Cost Adjustment	0.002965	32,640 kWh		96.78	
Electric Demand Charge (First 50 KW Used) (4/11/2025 - 4/30/2025)	1.250000	50 kW		43.10	
Electric Demand Charge (Above 50 KW Used) (4/11/2025 - 4/30/2025)	10.660000	68.08 kW		500.51	
Electric Demand Charge (First 50 KW Used) (5/1/2025 - 5/9/2025)	1.250000	50 kW		19.40	
Electric Demand Charge (Above 50 KW Used) (5/1/2025 - 5/9/2025)	10.660000	68.08 kW		225.23	
Other Electric Charges & Credits					
Merger Credit	0.000000	32,640 kWh		0.00	
Federal Wind Power Credit	0.000000	32,640 kWh		0.00	
Renewable Energy Credit	0.000000	32,640 kWh		0.00	
Subtotal of Electric Charges				4,890.34	
Taxes					
State Utility Tax (\$202.08 included in above charges)	3.873%				
Effect of Coupeville City Tax	6.695%	\$4,890.34		327.41	
Current Electric Charges			\$	5,217.75	

Emergency or Power Outage Dial 1-888-225-5773

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We can translate for other languages. Call **1-888-225-5773**.

Keeping our word.

You will receive a \$50 credit on your PSE bill if we do not keep a set appointment to install new or reconnect existing service or inspect natural gas equipment. Exceptions apply during major storms or significant events beyond our control.

You deserve excellent service.

Every day we aim to give you clear, understandable answers to your questions about bills, credits, deposits, tariffs and your energy service. If you have a complaint or dispute with your bill or service, please call us at **1-888-225-5773**. If you are not satisfied with the response, ask to speak with a supervisor. If you are still not satisfied, you may contact the Consumer Affairs section of the Utilities and Transportation Commission at **1-888-333-WUTC (9882)** or complete an online complaint form at www.utc.wa.gov.



 This bill is recyclable.

A rate change became effective during this billing period. The listed rate item(s) that changed shows the dates, prices and charges for each portion of the bill period when they were in effect. Copies of the rate schedules are available upon request.

⚙ Other Charges or Credits

Payment Arrangement Detail

Arrangement Due Date	Original Amount	Current Amount
5/27/2025	\$ 4,504.83	\$ 4,504.83
6/3/2025	4,504.84	4,504.84
Total Arrangement Amount	\$ 9,009.67	\$ 9,009.67

Payment Arrangement Reminder: Payment arrangements on previously agreed upon amounts are due and payable separately from the amount due on this statement. Please see the payment arrangement detail for specific amounts and the dates they are due. The arrangement will continue to be shown on your statement until it is paid in full.

Your bill reflects changes in rates that went into effect on May 1, 2025.



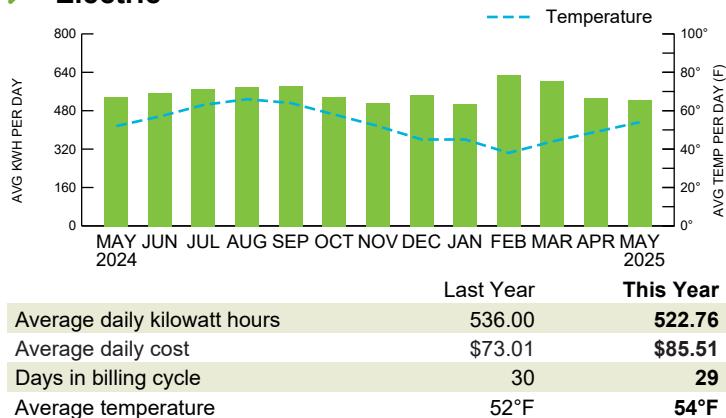

[Important Information](#)
[Go Paperless](#)
[PAY NOW](#)

Issued: May 9, 2025

Account Number: 200023502301

DUE DATE
TOTAL DUE
May 30, 2025
\$5,074.27
IS CO MAINTENANCE DEPT

Serving: 501 N MAIN ST, Coupeville

Your Usage Information
Electric


	Last Year	This Year
Average daily kilowatt hours	536.00	522.76
Average daily cost	\$73.01	\$85.51
Days in billing cycle	30	29
Average temperature	52°F	54°F

Your Account Summary
Previous Charges:

Amount of Your Last Bill (dated 4/11/2025)	\$ 4,801.57
Payment received 5/5/2025 – Thank you!	-2,207.22

Total Previous Charges
\$ 2,594.35
Current Charges:

Electric Charges	\$ 2,479.92
------------------	-------------

Total Current Charges
\$ 2,479.92
Total includes current and past due charges
Total \$ 5,074.27
Previous charges, if any, may be past due.

Late Payments | A late payment fee of 1% per month will apply to past due charges, if any, and amounts unpaid more than 10 business days after the statement due date. Amounts will be considered delinquent if payment is not received on or before the due date.

We're here to help

If you're having difficulty paying your PSE bill, consider setting up payment arrangements for smaller, multiple payments over time. Sign in to your account or contact us. pse.com/paymentarrangement.

How to reach us

 For self-service options visit our website at pse.com.

 Email: customercare@pse.com

 Customer Service: **1-888-225-5773** TTY: **1-800-962-9498**

 Hours: 7:30 a.m. – 6:30 p.m. M – F TRS: **1-866-831-5161**

Puget Sound Energy: P.O. Box 91269, Bellevue, WA 98009

24 Hour Emergency and Outage line: 1-888-225-5773

 I want to donate \$ to the Warm Home Fund

 To pay or find pay station locations go to pse.com or call **1-888-225-5773**

Mail this coupon and make check payable to Puget Sound Energy

Account Number: 200023502301
DUE DATE
May 30, 2025
TOTAL DUE
\$5,074.27
Serving:

501 N MAIN ST, Coupeville

 005974 15975 1 AV 0.540 R005

 IS CO MAINTENANCE DEPT
 1 NE 7TH ST
 COUPEVILLE WA 98239-3105

Puget Sound Energy
 P.O. BOX 91269
 Bellevue, WA 98009-9269

Your bill includes charges for electricity and/or natural gas, delivery services, general administration and overhead, metering, taxes, conservation expenses and other items.

Electric Detail Information: 501 N MAIN ST, Coupeville

Rate Schedule	Meter #	Start Date	End Date	Multiplier	Kilowatt Hours (kWh)	Electric Demand (kW)	Reactive Power (kVAR)	Meter Read Type
		Read	Read					
Commercial 24	P173596562	4/9	5/8	40	15,160	—	—	Actual Read
		9521	9900					

Your Electric Charge Details (29 days)

	Rate x Unit	=	Charge	Definitions
15,160 kWh used for service 4/10/2025 - 5/8/2025				
Basic Charge	\$25.95 per month	\$	25.95	Basic Charge — Covers the costs for meters, meter reading, billing and other costs that do not vary with energy use or the number of days covered by the bill.
Electricity				Multiplier — Converts the amount of electricity used as measured by your meter into kWh.
Electric Energy Charge (4/10/2025 - 4/30/2025)	0.140973 10,977.92 kWh		1,547.59	kWh — Your use of electricity is billed in units called kilowatt hours. It is a unit of energy that equals 1,000 watts of electricity consumed in one hour.
Electric Energy Charge (5/1/2025 - 5/8/2025)	0.147616 4,182.08 kWh		617.34	Energy Exchange Credit — Federal Columbia River Benefits supplied by Bonneville Power Administration from low-cost power generated by federal hydroelectric dams.
Electric Cons. Program Charge (4/10/2025 - 4/30/2025)	0.005352 10,977.92 kWh		58.75	Other Electric Charges and Credits — Includes the Merger, Federal Wind Power, and Renewable Energy Credits.
Electric Cons. Program Charge (5/1/2025 - 5/8/2025)	0.007268 4,182.08 kWh		30.40	
Power Cost Adjustment	0.002921 15,160 kWh		44.28	
Other Electric Charges & Credits				
Merger Credit	0.000000 15,160 kWh		0.00	
Federal Wind Power Credit	0.000000 15,160 kWh		0.00	
Renewable Energy Credit	0.000000 15,160 kWh		0.00	
Subtotal of Electric Charges			2,324.31	
Taxes				
State Utility Tax (\$96.05 included in above charges)	3.873%			
Effect of Coupeville City Tax	6.695%	\$	2,324.31	
Current Electric Charges		\$	2,479.92	

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Your bill reflects changes in rates that went into effect on May 1, 2025.

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 This bill is recyclable.

Heating Oil 2022-2024

DATE	LOCATION	GALLONS	COST
1/12/2022	JDC	1,500	\$4,982.61
2/26/2022	JDC	1,900	\$7,015.82
5/5/2022	JDC	1,500	\$7,854.12
6/24/2022	JDC	900	\$5,509.88
11/10/2022	JDC	1,500	\$7,485.98
12/16/2022	JDC	1,300	\$5,956.04
		<hr/>	<hr/>
		8,600	\$38,804.45

1/26/2022	L&J	1,300	\$4,910.95
6/25/2022	L&J	1,300	\$7,958.72
11/10/2022	L&J	1,100	\$5,489.72
12/16/2022	L&J	1,000	\$4,581.57
		<hr/>	<hr/>
		4,700	\$22,940.96

DATE	LOCATION	GALLONS	COST
1/27/2023	JDC	1,200	\$5,056.59
3/13/2023	JDC	1,500	\$6,506.78
5/19/2023	JDC	1,400	\$6,030.35
9/29/2023	JDC	1,600	\$7,567.58
12/1/2023	JDC	1,500	\$7,476.19
		<hr/>	<hr/>
		7,200	\$32,637.49

3/14/2023	L&J	1,200	\$5,205.43
11/9/2023	L&J	1,500	\$7,476.19
		<hr/>	<hr/>
		2,700	\$12,681.62

DATE	LOCATION	GALLONS	COST
1/12/2024	JDC	1,200	\$4,773.27
2/23/2024	JDC	1,600	\$6,635.93
6/4/2024	JDC	1,200	\$4,849.00
		<hr/>	<hr/>
		4,000	\$16,258.20

6/4/2024	L&J	1,200	\$4,849.00
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ISLAND COUNTY PLANNING & COMMUNITY DEV.

WORK SESSION AGENDA

MEETING DATE: 10/1/2025

To: Melanie Bacon, Chair
Board of Island County Commissioners
From: Jonathan Lange, Director

Amount of time requested for agenda discussion. 45 minutes

Agenda Item No.: 1

Subject: 347/24 PBRS-IV

Description: 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 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

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 located 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

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

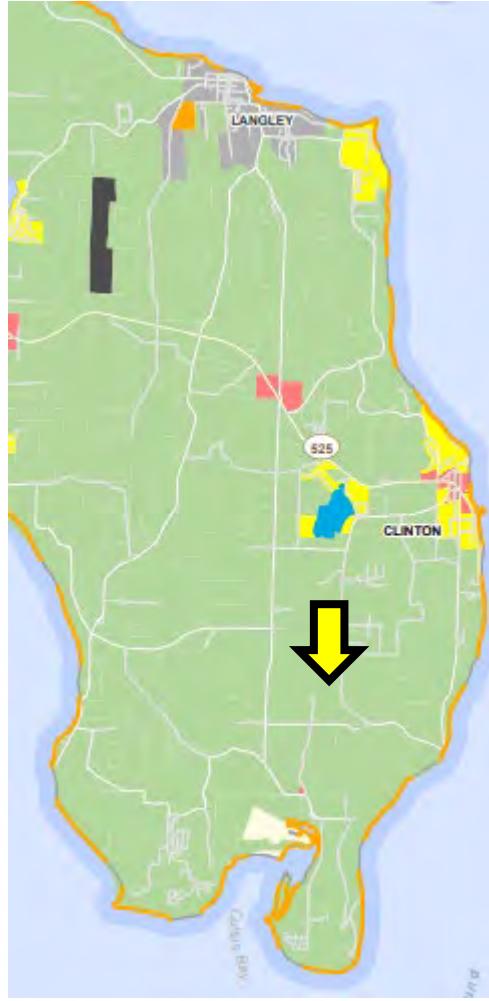
P.A. Review: Not Applicable

PBRS Application 347/24

- Location: Holst Road, Clinton – South Whidbey Island
- Owners: Joseph & Teresa Rodriguez Lepla
- Dedicated Acreage: 26.31 acres across 5 parcels
- Zoning: Rural (R)
- Total Property Area: 27.34 acres
- Current Use: Designated Forest
- Critical Areas: Wetlands, stream, steep slopes, aquifer recharge zones



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 6th St, Coupeville, WA 98239

Mailing Address: 1 NE 7th St, Coupeville, WA 98239

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

Email: 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/steeeps 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."¹
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.² 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.³
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.⁴
4. Applications under the public benefit rating system shall be reviewed by the county and approved directly by the Board of Island County Commissioners.⁵

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

¹ ICC 3.40.010 See also RCW 84.34.010 Legislative declaration.

² RCW 84.34.055.(1)(a)

³ ICC 3.40.310

⁴ ICC 3.40.070

⁵ 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.⁶

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.⁷ Island County staff confirmed these conditions used aerial topographic imagery on ICGeo map and during the site visit.

c. Bonus System

5 Public Priority:

⁶ Enclosure B - Critical Areas Map

⁷ 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.⁸ 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.⁹ 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.¹⁰

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.¹¹ 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.

⁸ ICC 8.09.020 Definitions (Critical Aquifer recharge areas) see also ICC 17.02B.060 Definitions (Critical Aquifer recharge areas)

⁹ ICC 17.02B.460.C.1.c

¹⁰ Enclosure C - Conservation Easement Donation Agreement

¹¹ 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.¹² 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).¹³ 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

¹² ICC 17.02B.420.C

¹³ 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

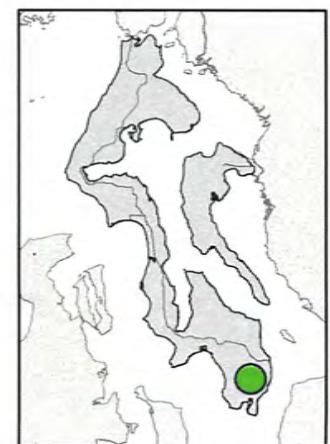
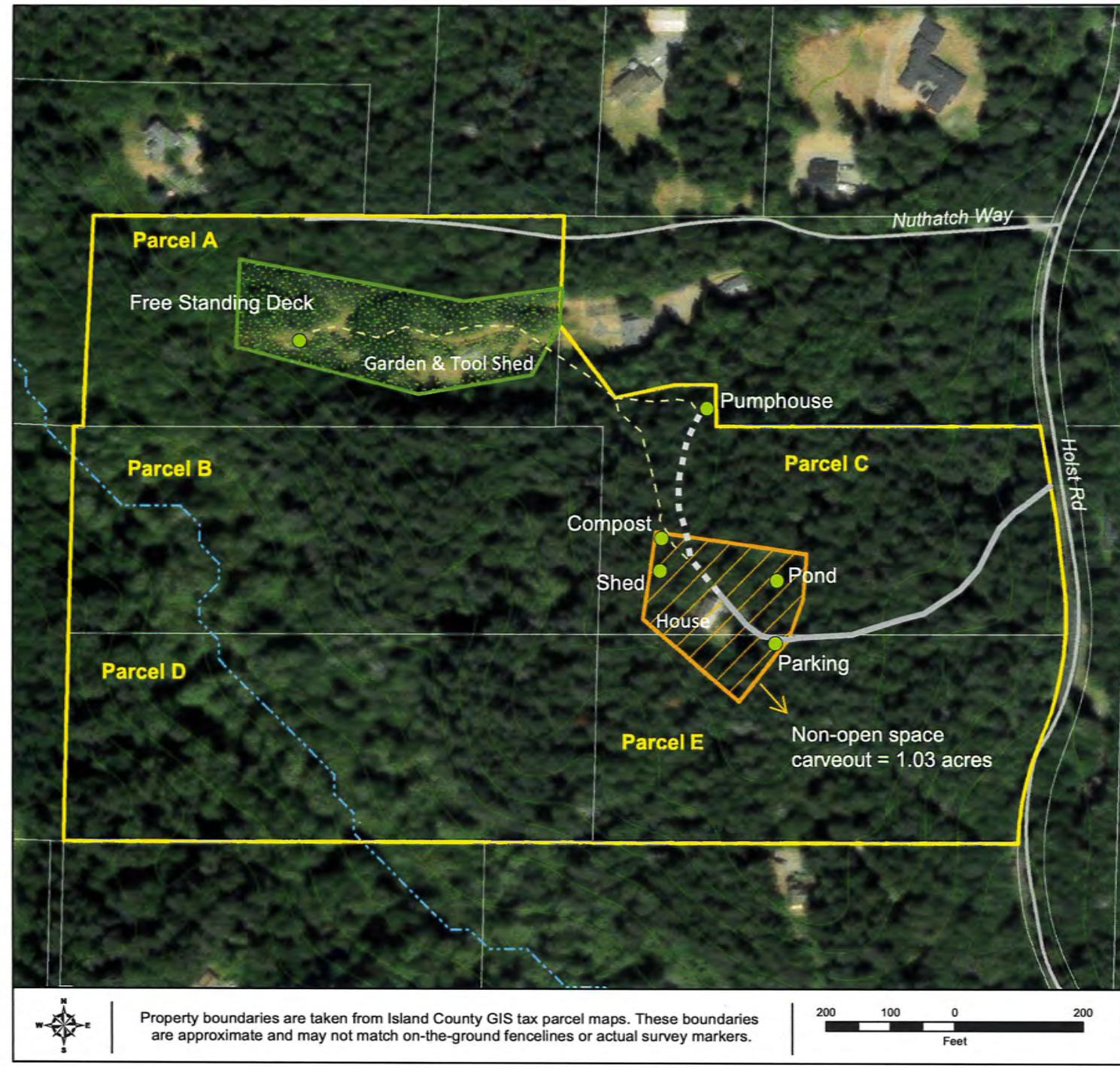
**LePla -
Rodriguez
Property**

**PBRS
Application**

Site Plan Map

**Total Property 27.34 ac.
Open Space 26.31 ac.**

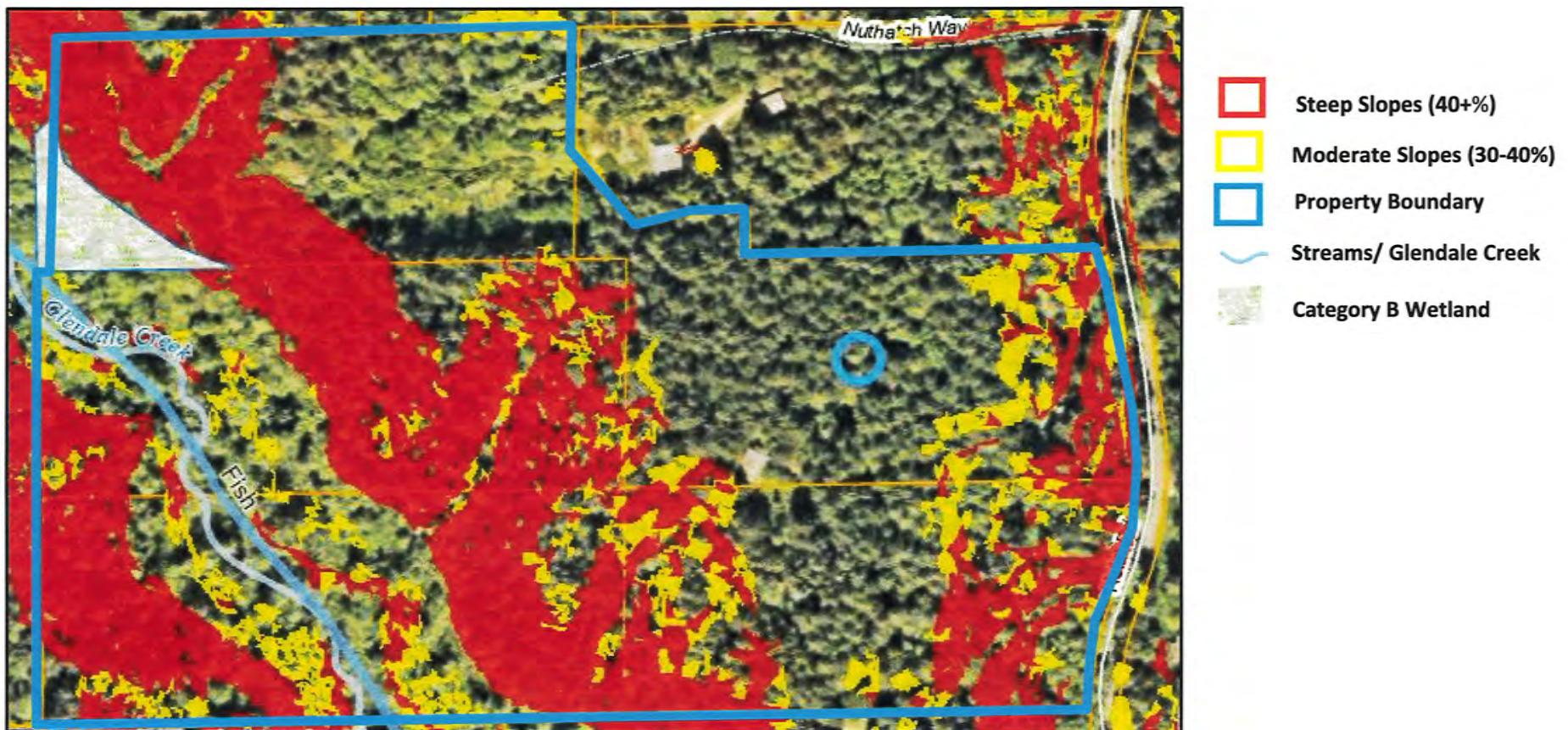
- Improvements
- Maintenance Road
- Trails
- Road
- Non-Open Space
- Garden/Orchard
- Property Boundary
- Streams
- 25ft Contours



LePla – Rodriguez Property

PBRS Application

Critical Areas Map



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

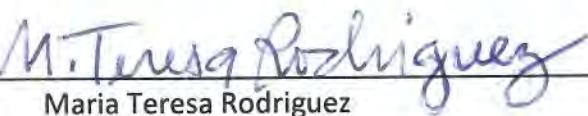
Exhibit D: Permitted Exceptions

IN WITNESS WHEREOF, the Parties have executed this Agreement:

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

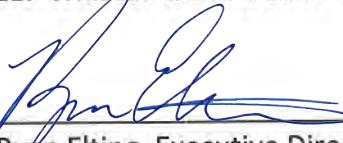
By: 
Fred Joseph LePla

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

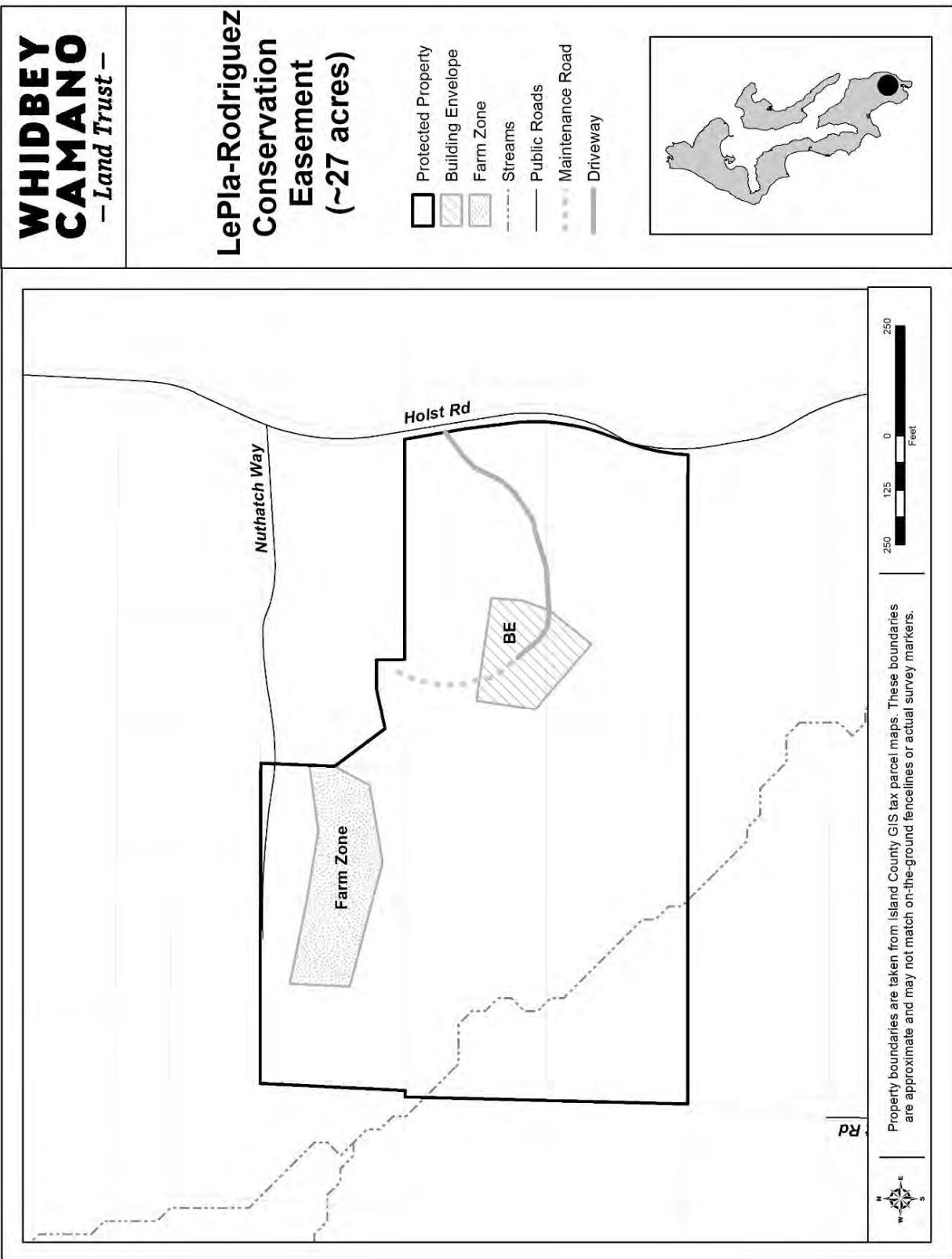


EXHIBIT C: FORM OF GRANT DEED OF CONSERVATION EASEMENT to Agreement (Draft)

WHEN RECORDED RETURN TO:

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

GRANT DEED OF CONSERVATION EASEMENT (Draft)

Document Title: Grant Deed of Conservation Easement
Reference Number(s) of Documents assigned of released: n/a
Grantor: Fred Joseph LePla and Maria Teresa Rodriguez, husband and wife
Grantee: Whidbey Camano Land Trust
Abbreviated legal description: 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
Assessor's Tax Parcel Number(s): 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 pondstorage 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.

Grantor's Initials

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 or 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

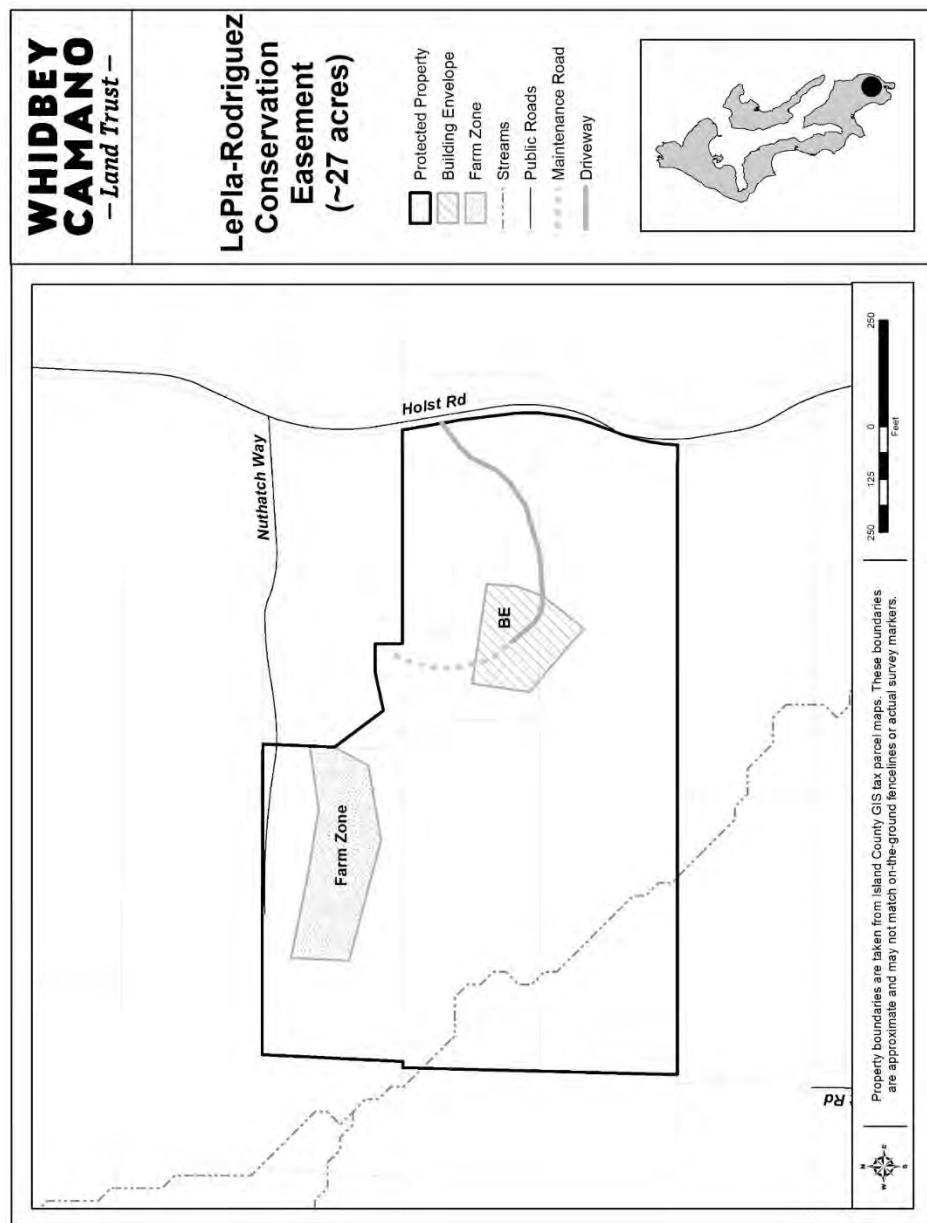


Exhibit C: Mineral Remoteness Determination



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 Maxwelton 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

July 21, 2023

Island County Parcels R32935-017-2930, R32802-510-3100 and R32802-510-3900

Whidbey Island, WA

Mineral Remoteness Assessment

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

 7-21-23

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)
28. 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)
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32. 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)
33. 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)
34. 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)
35. 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.
36. Survey recorded February 21, 2001 in Volume 11 of Surveys, page 243 under Auditor's File No. 20025640.
37. 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

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).
39. Easement Agreement Ingress Egress and Utilities recorded November 1, 2005 under Auditor's File No. 4152896. (Affects Parcel A)
40. Restrictive Covenant for Well and Waterworks recorded August 4, 2006 under Auditor's File No. 4178047. (Affects Parcels A & C)
41. 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.
42. Mutual Covenants and Agreements recorded January 18, 2008 under Auditor's File No. 4220001. (Affects Parcel C)
43. 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
44. Restrictive Covenant for Well and Waterworks recorded May 30, 2008 under Auditor's File No. 4229673. (Affects Parcel C)
45. Easement recorded July 25, 2008 under Auditor's File No. 4233599. (Affects Parcels B, C, D & E)
46. Open Space Taxation Agreement recorded January 31, 2011 under Auditor's File No. 4289621. (Affects ALL Parcels)
47. 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)

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

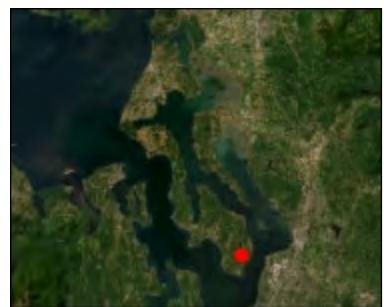
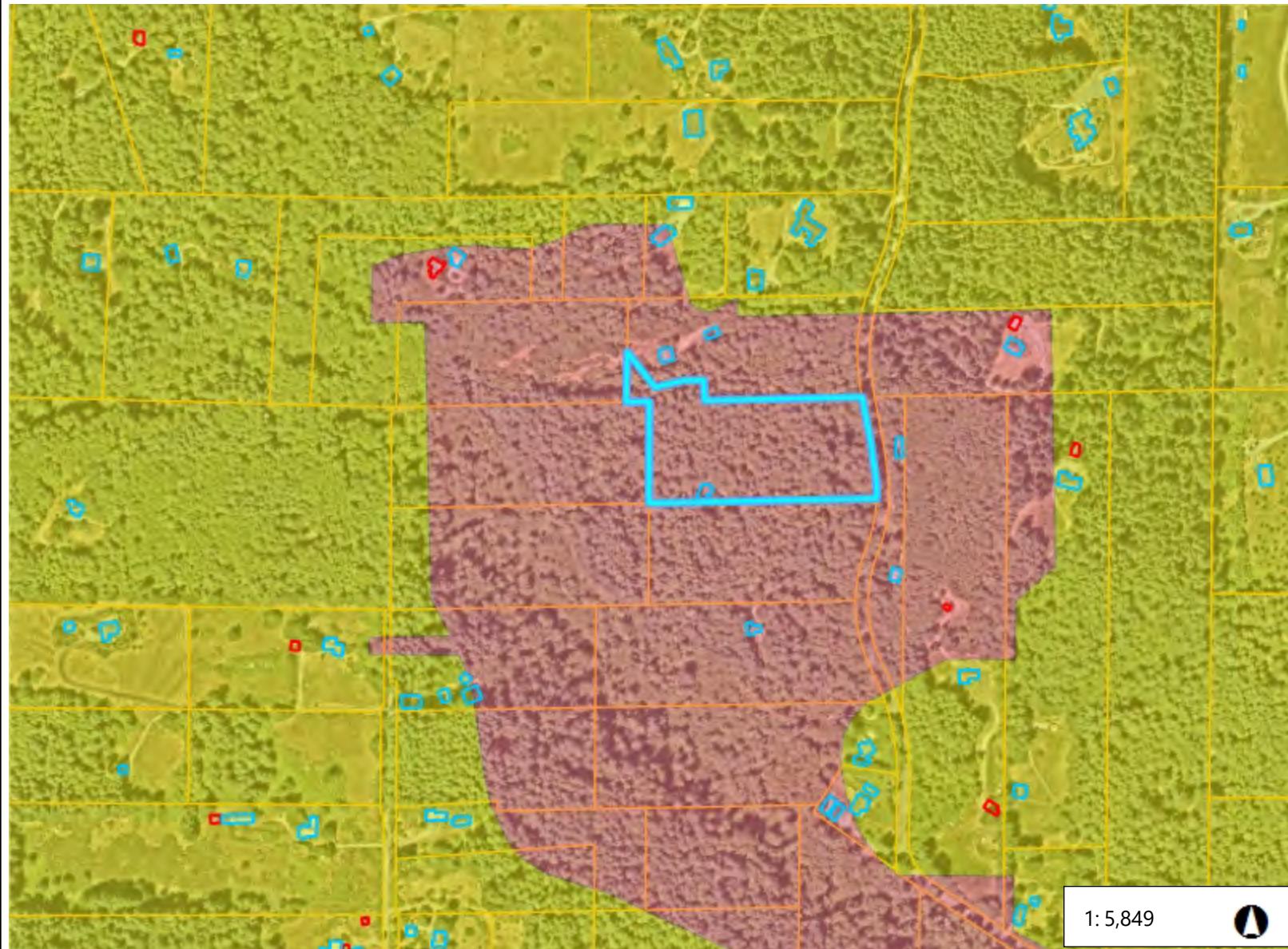
[END OF CONSERVATION EASEMENT DONATION AGREEMENT]

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 (Red)
 - 0.880860 - 0.998047 (Blue)
- Aquifer Recharge Areas**
 - High Susceptibility (Red)
 - Medium Susceptibility (Yellow)
 - Low Susceptibility (Green)
- Parcels** (Yellow-outlined rectangles)

Notes

974.9

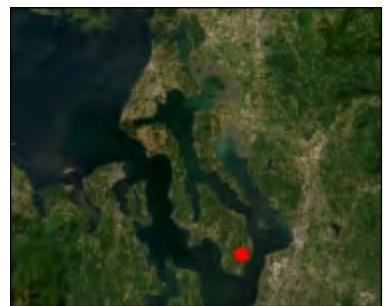
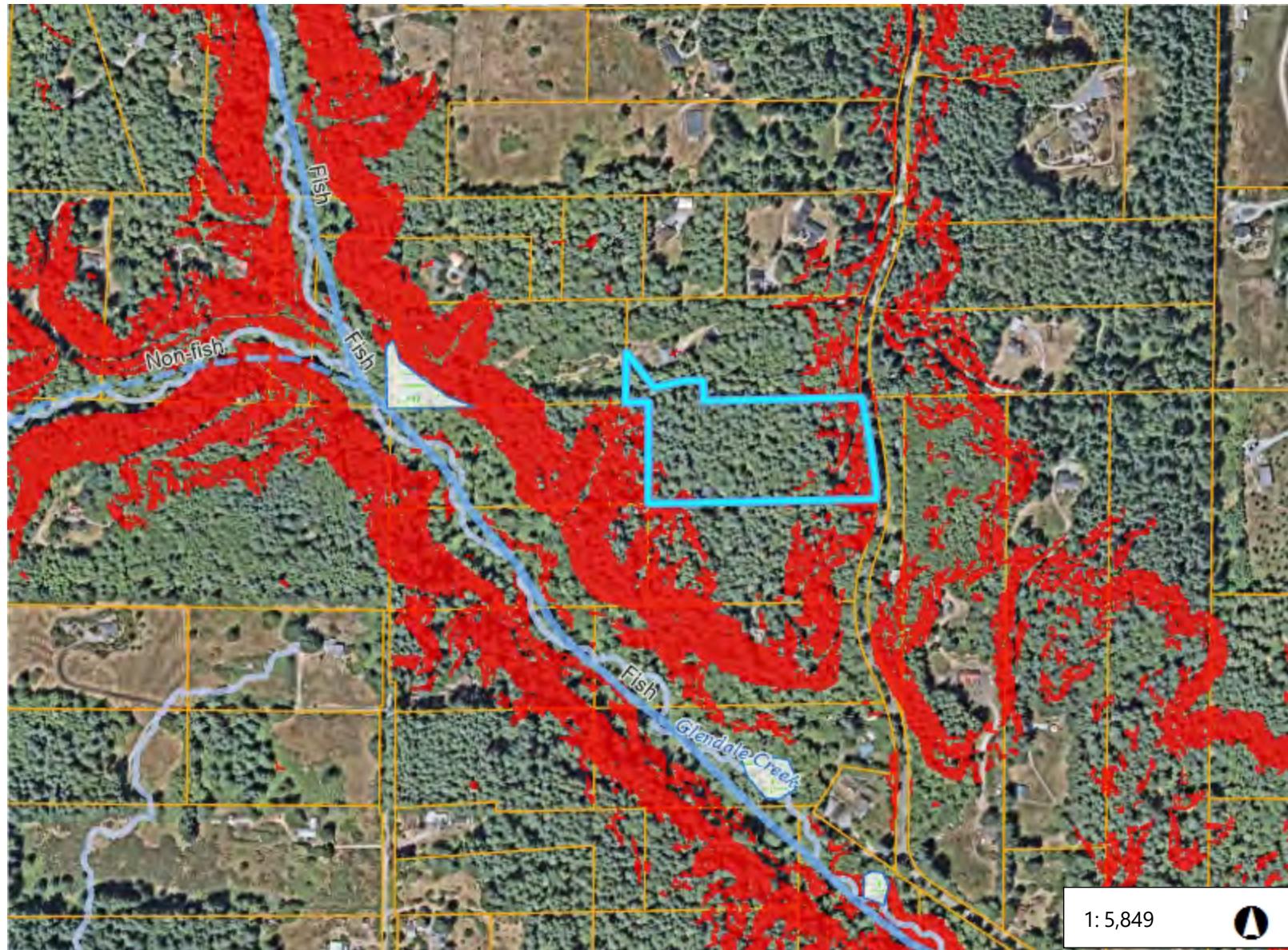
0

487.45

974.9 Feet



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



974.9

0

487.45

974.9 Feet

WGS_1984/Web_Mercator_Auxiliary_Sphere
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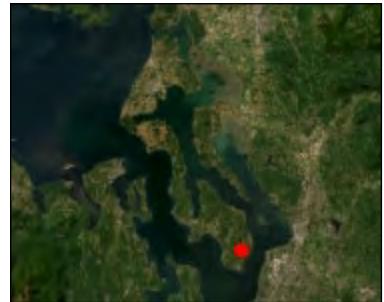
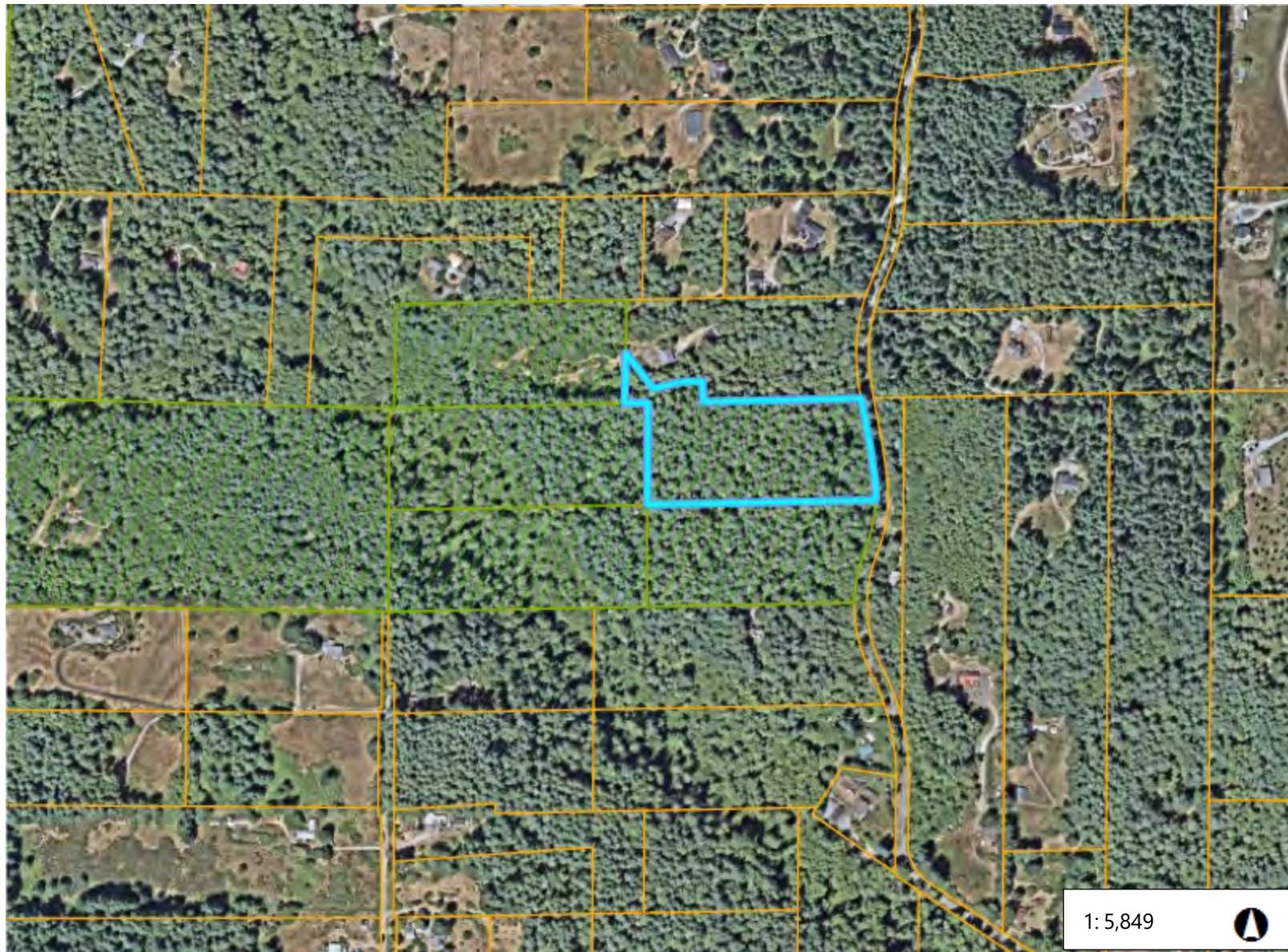
This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

DO NOT USE AS A LEGAL DOCUMENT. ACCURACY IS NOT GUARANTEED.

Notes



ICGeoMap



Legend

Current Use Program Parcels

■ Agriculture

■ Designated Forest

■ PBRS

■ Parcels

974.9

0

487.45

974.9 Feet

WGS_1984_Web_Mercator_Auxiliary_Sphere
© Latitude Geographics Group Ltd.

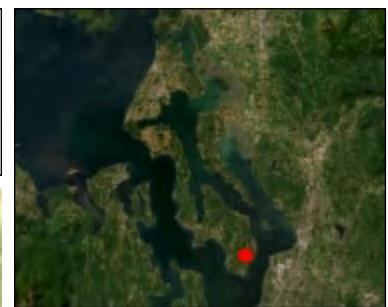
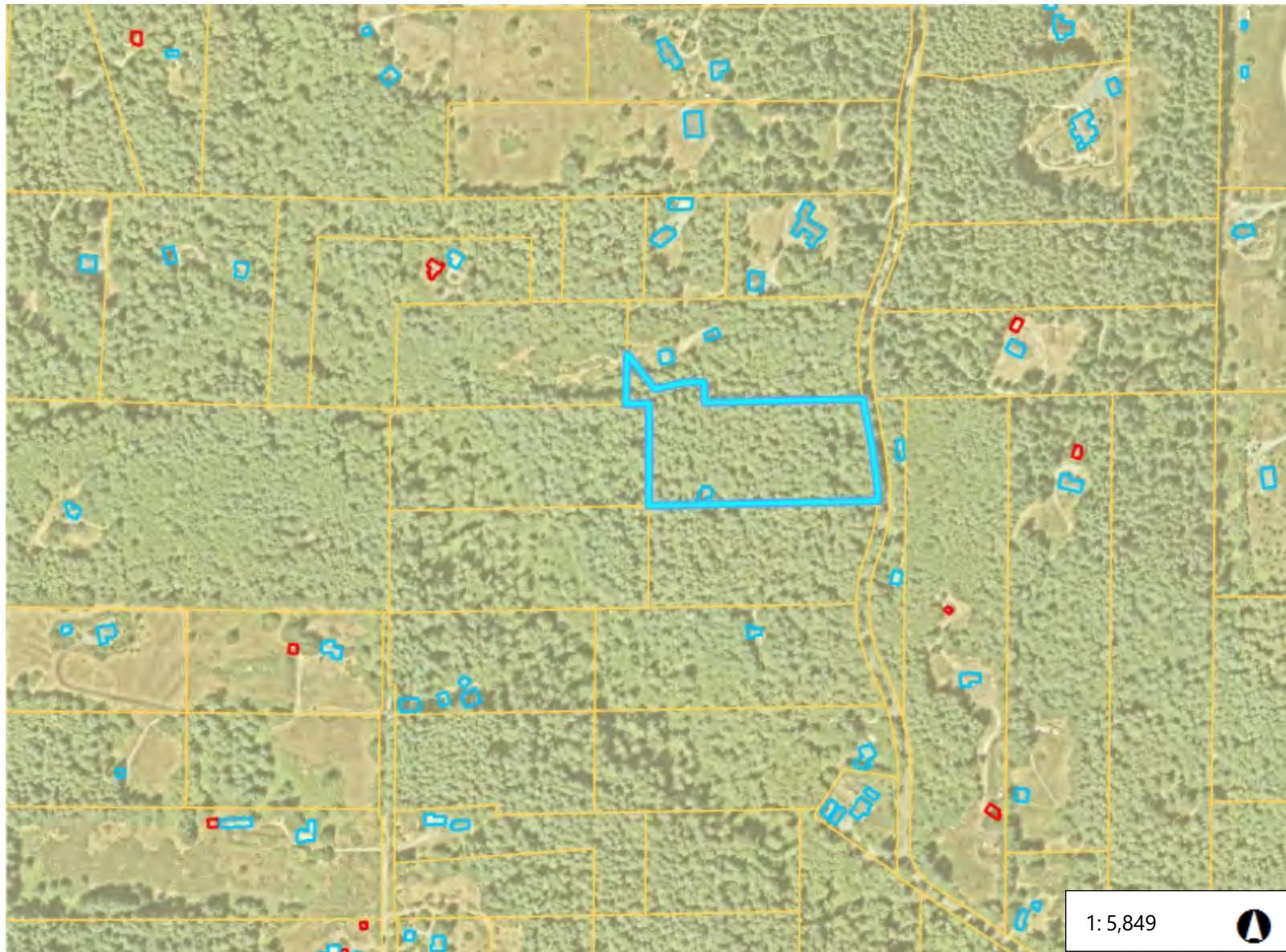
This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

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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

Notes

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

DO NOT USE AS A LEGAL DOCUMENT. ACCURACY IS NOT GUARANTEED.

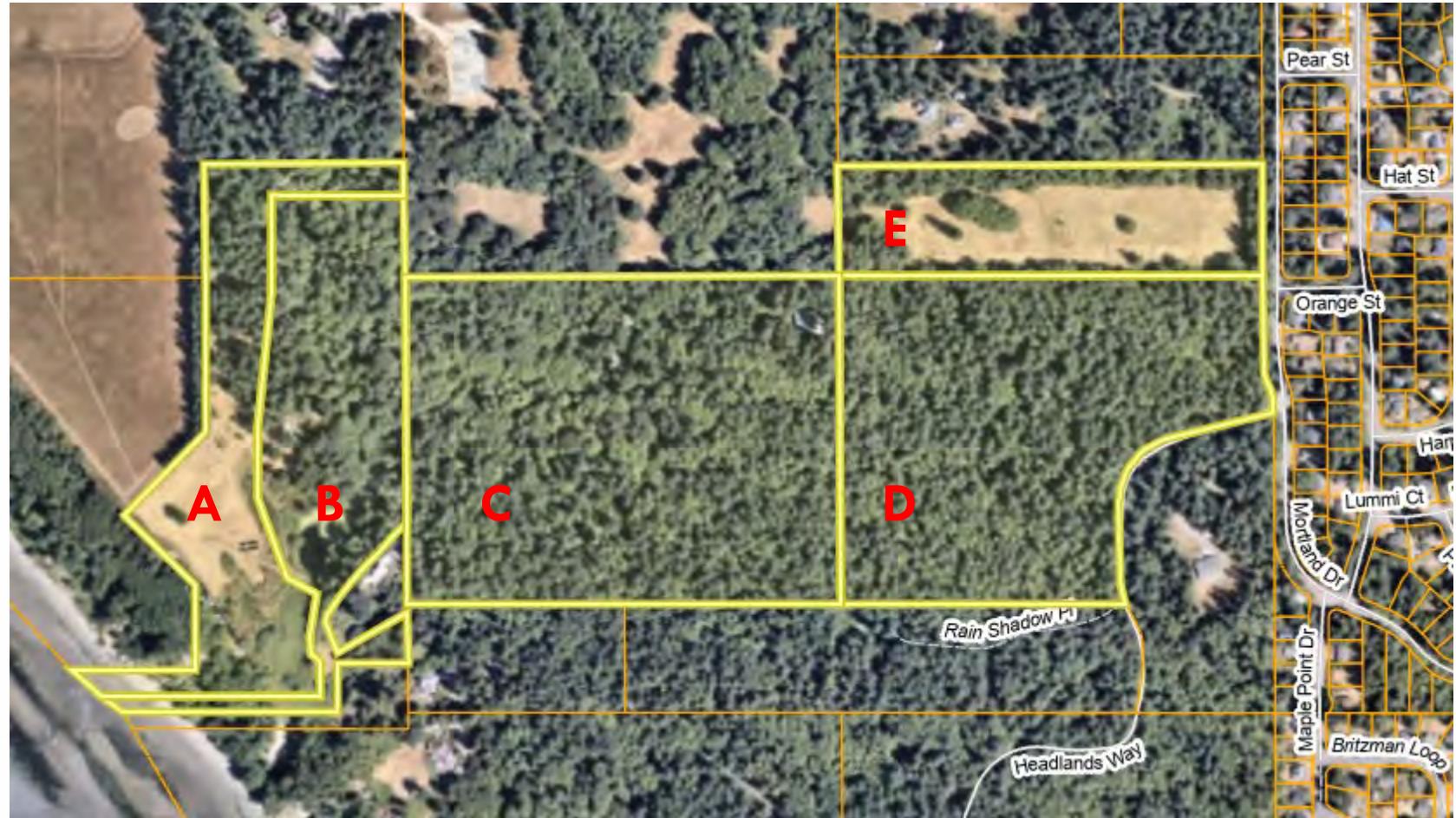
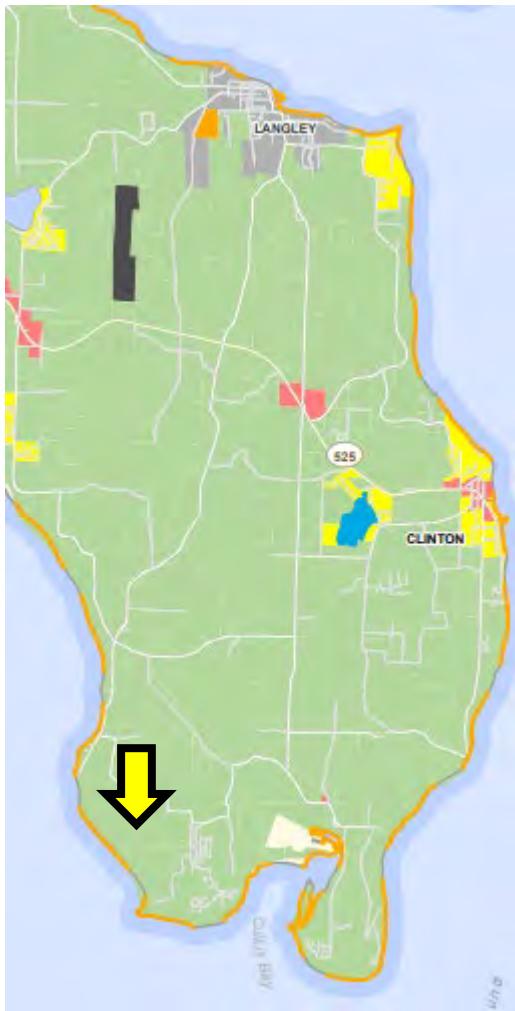
PBRS Application 400/24

- Location: Clinton – South Whidbey Island
- Owners: Christopher & Amy Gulick
- Agent: Larry Kwartsick
- Dedicated Acreage: 72.91 acres across 5 parcels
- Zoning: Mix of Rural (R), Rural Agriculture (RA), and Rural Forest (RF)
- Shoreline Designation: Natural
- Critical Areas: Streams, wetlands, steep slopes, flood zones, aquifer recharge
- Access: Mortland Rd (County), Headlands & Rain Shadow Pl (Private)



PBRS Application 400/24

Item #2



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 6th St, Coupeville, WA 98239

Mailing Address: 1 NE 7th St, Coupeville, WA 98239

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

Email: PlanningDept@islandcountywa.gov | <https://www.islandcountywa.gov/207/Planning-Community-Development>

File No: 400/24 PBRS-IV

Agent: Larry Kwartsick

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. Kwartsick, 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."¹
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.² The Island County Public

¹ ICC 3.40.010 See also RCW 84.34.010 Legislative declaration.

² 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.³

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.⁴
4. Applications under the public benefit rating system shall be reviewed by the county and approved directly by the Board of Island County Commissioners.⁵
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.⁶

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

³ ICC 3.40.310

⁴ ICC 3.40.070

⁵ ICC 3.40.100

⁶ 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.⁷

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.⁸ 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.⁹

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.¹⁰ 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

⁷ ICC 3.40.250.D.3

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

⁹ ICC 17.02B.420.C see also 3.40.250.E.3.c

¹⁰ 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.¹¹ 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 11.02.¹²

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.¹³ 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.

¹¹ ICC 3.40.260.C.3

¹² ICC 11.02.140.B.1.c

¹³ 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.¹⁴

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 north¹⁵ and the other to the northwest¹⁶ which are privately owned and participating in a current use taxation program under chapter 84.33 or 84.34 RCW (Designated Forest Program).¹⁷

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.¹⁸ 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

¹⁴ Enclosure B – 400-24_Gulick_Conservation Easement

¹⁵ Parcel No. R32809-218-1971

¹⁶ Parcel No. R32809-097-1471

¹⁷ ICC 3.40.280.I

¹⁸ 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 northeast¹⁹, 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:

¹⁹ 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 north²⁰, 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 east²¹, 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

²⁰ Parcel No. R32809-182-3280

²¹ 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, 2024.²² 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.²³ 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.²⁴ Moreover, pursuant to Section 2 of the agreement, the Grantor voluntarily grants and conveys to the Grantee a conservation easement in perpetuity.²⁵

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.

²² *Id.* at 36-37

²³ *Id.* at 2

²⁴ *Id.* at 9 see also at 1

²⁵ *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:

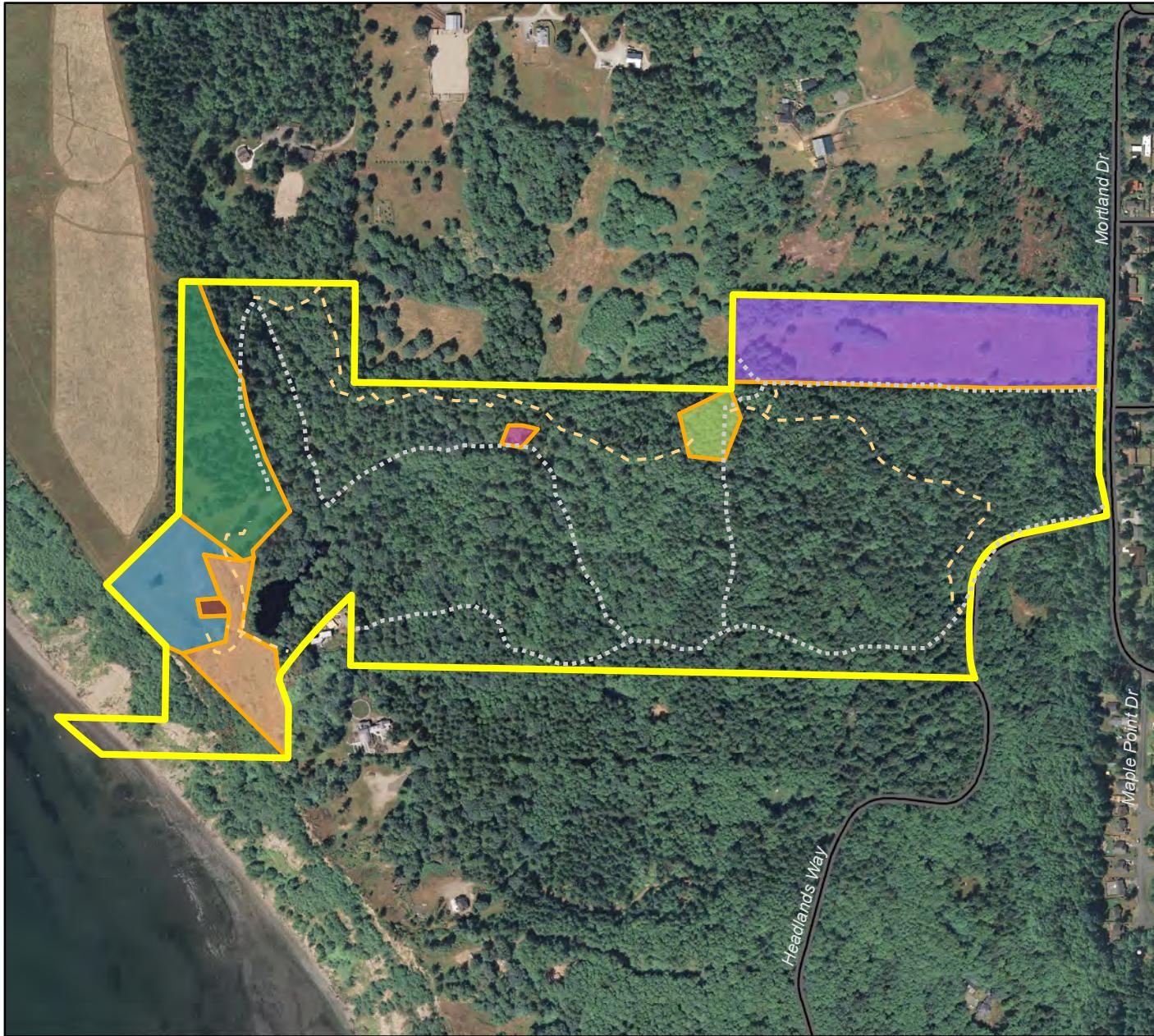
Enclosure A – 400-24_Gulick_Site_MapwAcreage

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



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.

550 275 0 550
Feet



Gulick Conservation Easement

Baseline Documentation

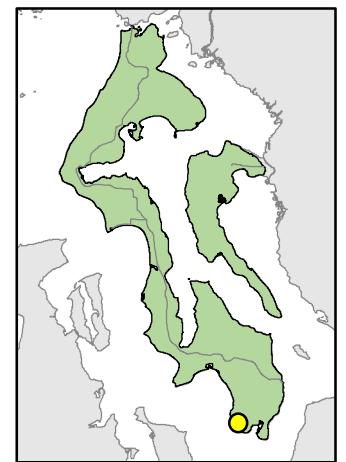
Appendix E: Site Map

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)



Date: 11/14/2024



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

GRANT DEED OF CONSERVATION EASEMENT

STG-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 ¼, Ptns. of SW ¼ 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.



Grantor's Initials



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, Grantor
(aka Chris W. Gulick)

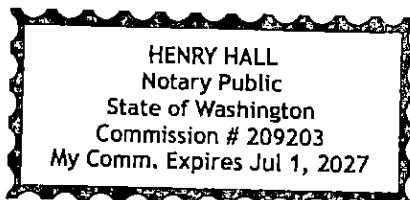


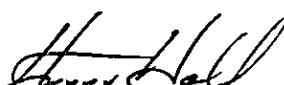
Amy C. Gulick, Grantor

STATE OF WASHINGTON)
COUNTY OF Island) ss.

On this 30 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.




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.

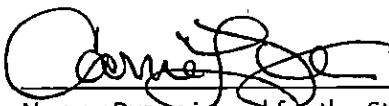
Dated: September 30, 2024

By Ryan Elting
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.



NOTARY PUBLIC in and for the State of Washington,

residing at Clinton, WA

Print Name: Carrie L. Viers

My commission expires 3-11-2026

CARRIE L VIERS
Notary Public
State of Washington
License Number 147265
My Commission Expires
March 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

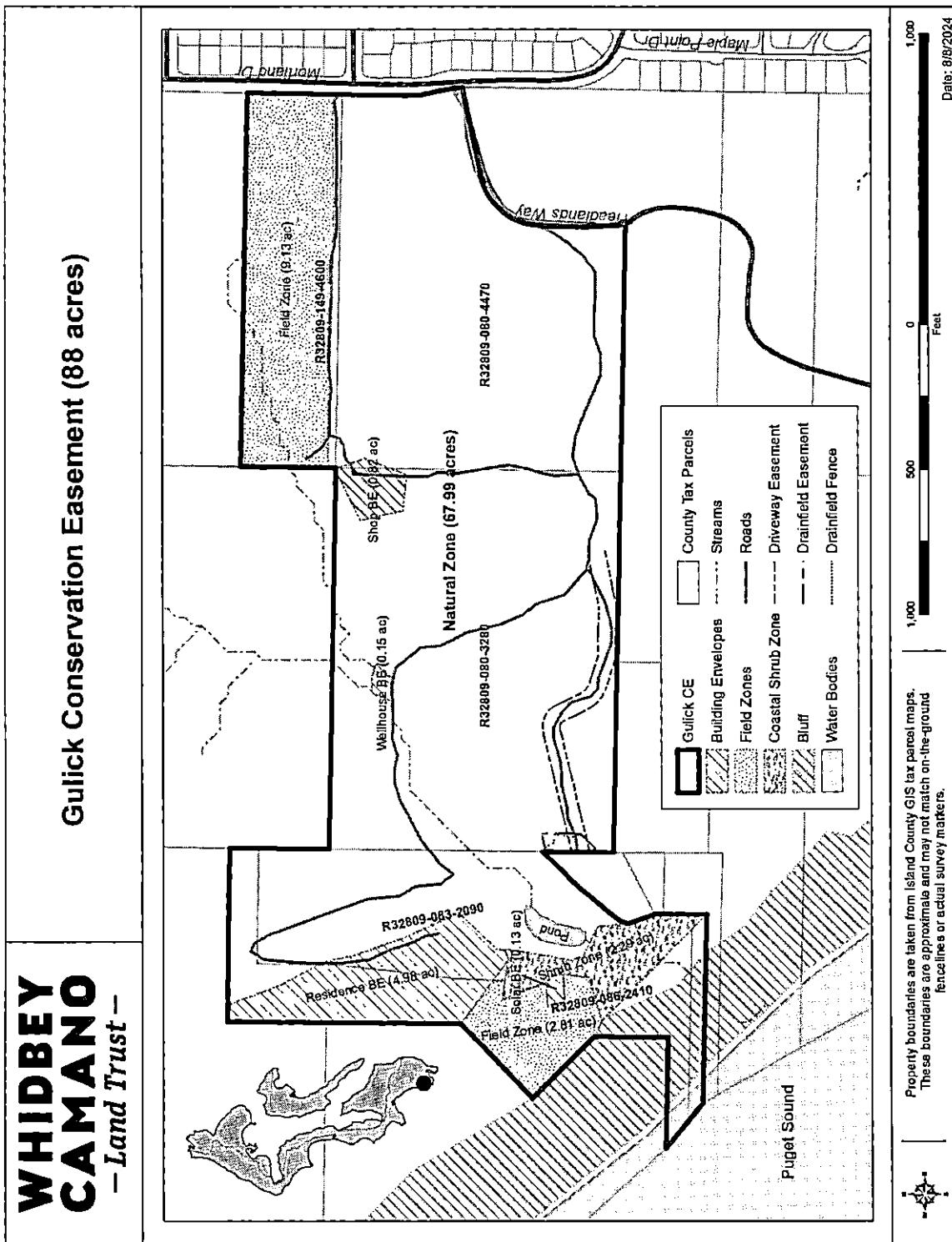


EXHIBIT C: MINERAL REMOTENESS DETERMINATION**Stratum Group**

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 Maxwelton 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.

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



6/27/19

DANIEL McSHANE

References:

Dethier, D.P., Safioles, S.A., and Minard, J.P., 1981, Preliminary geologic map of the Maxwelton 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 & E).

20. Survey of adjoining property to the North recorded February 18, 3005 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 & C).

22. Road Maintenance Agreement and Easement recorded August 3, 2009 under Auditor's File No. 4257575. (Affects Parcels B, C, D & 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 & 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 & 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

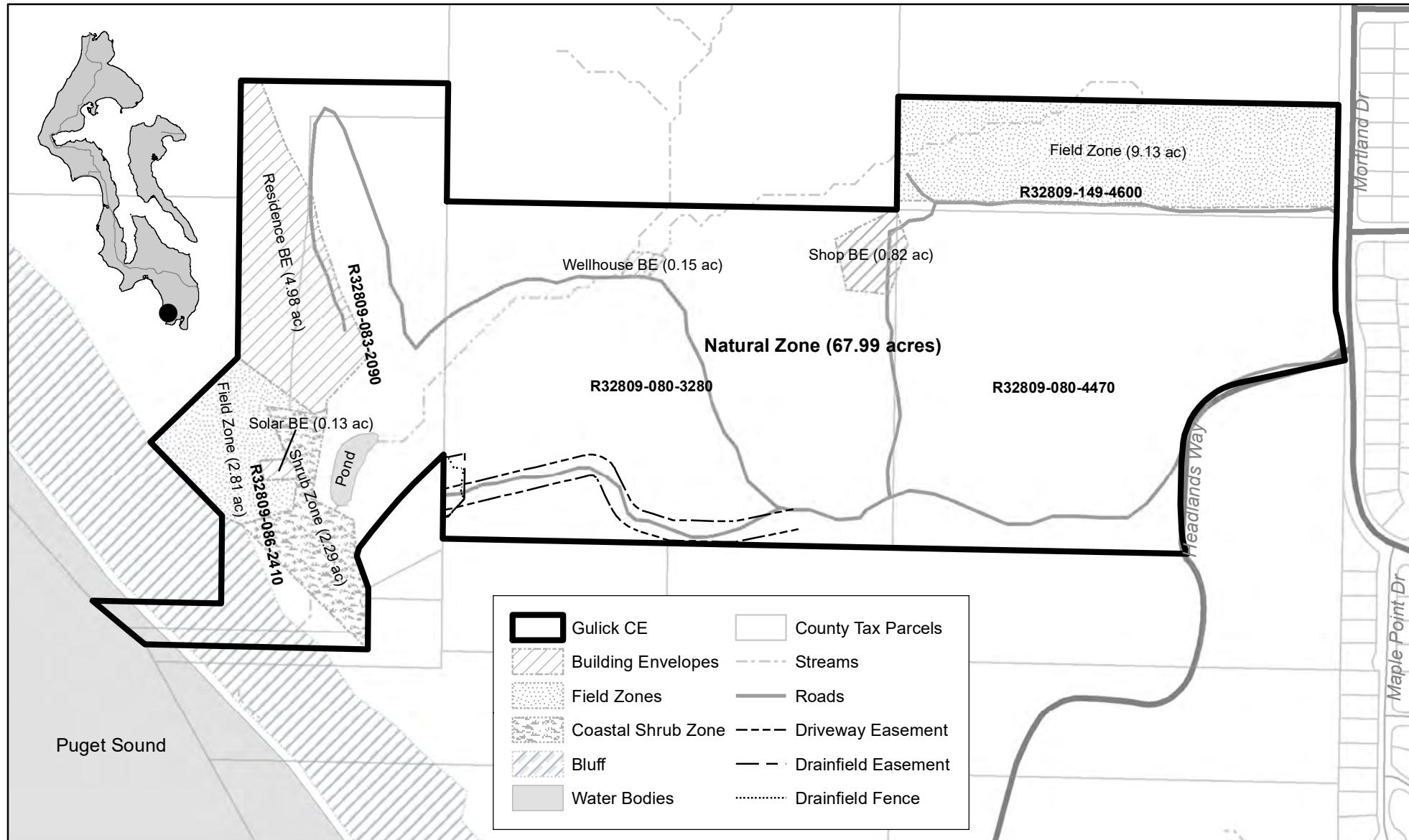
33. Easement set out as Exhibit "A" in instrument recorded November 8, 2017 under Auditor's File No. 4433775. (Affects Parcel A).

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.

1,000 500 0 1,000
Feet

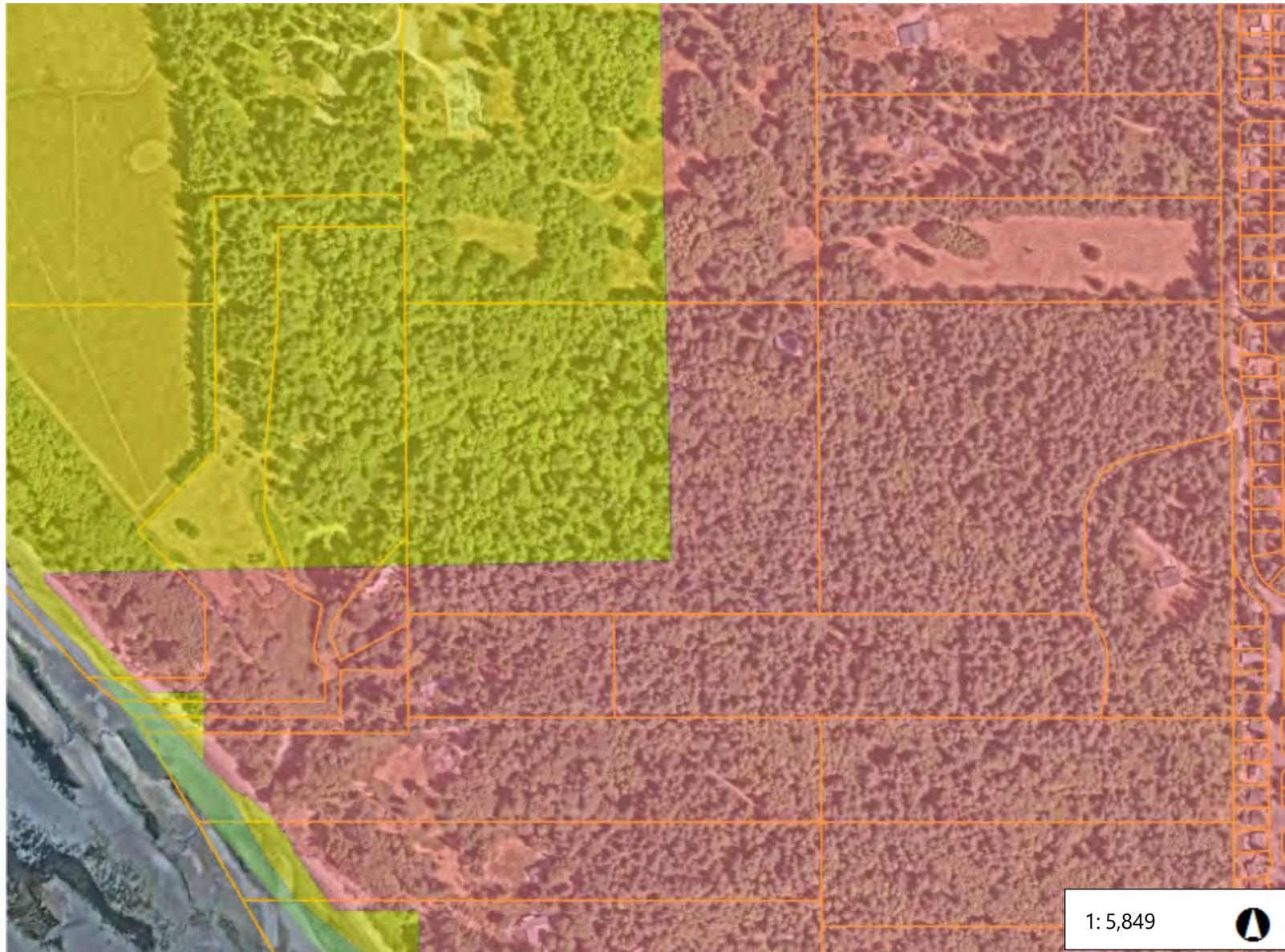
Date: 8/8/2024

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	$5+5+5+5+5+3+3 = 39$	$5+5+5+5+5+3+3 = 39$	$5+5 = 10$	$5+5+5+5+3+3 = 31$	$5+5+5 = 15$	
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



974.9

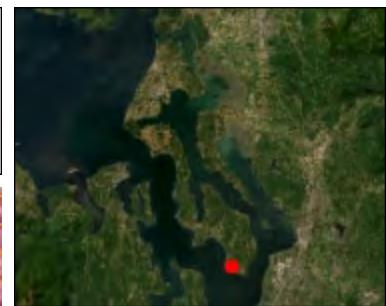
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487.45

974.9 Feet

WGS_1984_Web_Mercator_Auxiliary_Sphere
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Legend

Aquifer Recharge Areas

High Susceptibility

Medium Susceptibility

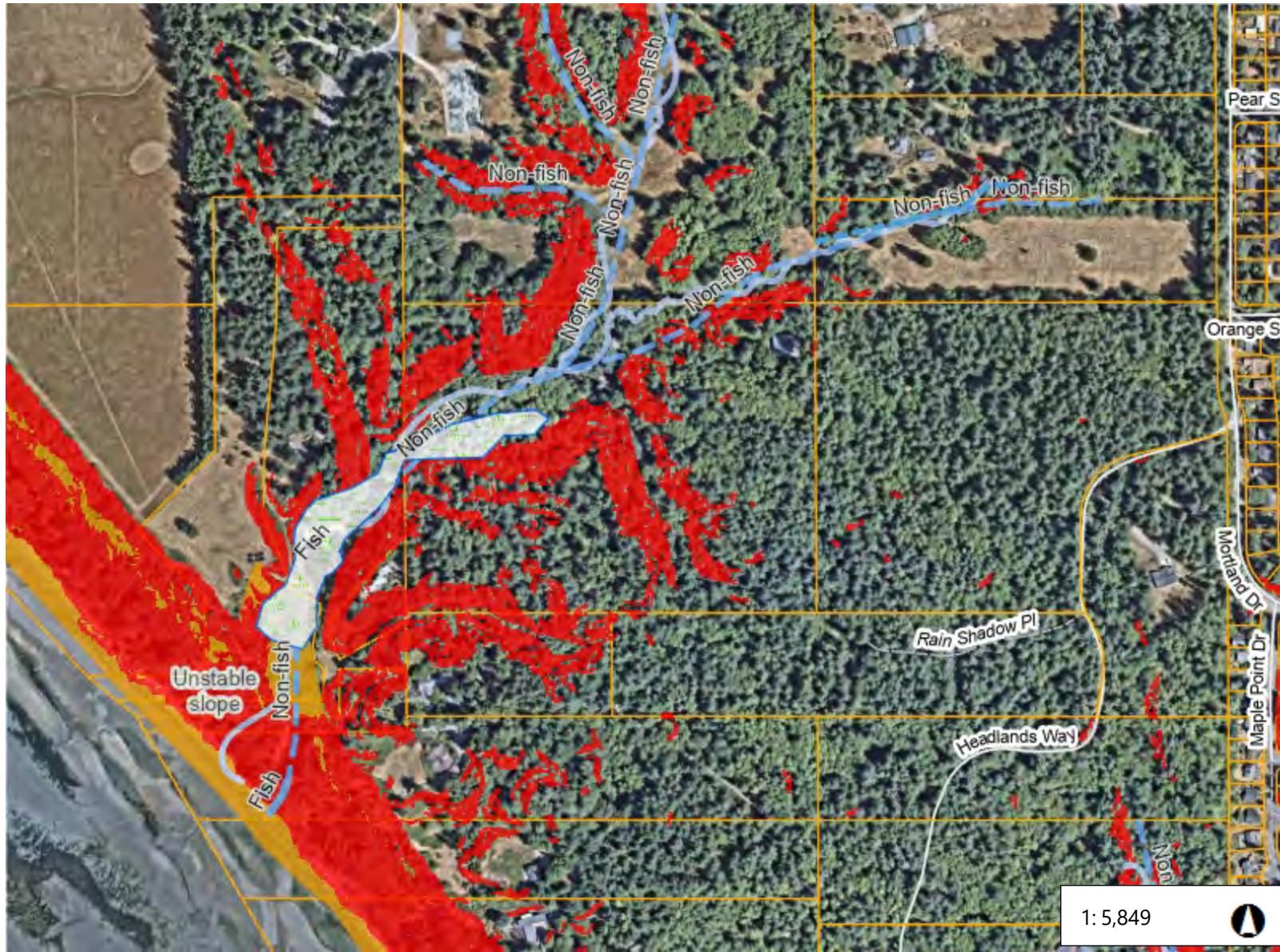
Low Susceptibility

Parcels

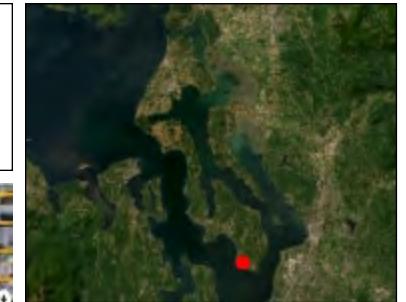
Notes



ICGeoMap



1: 5,849



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

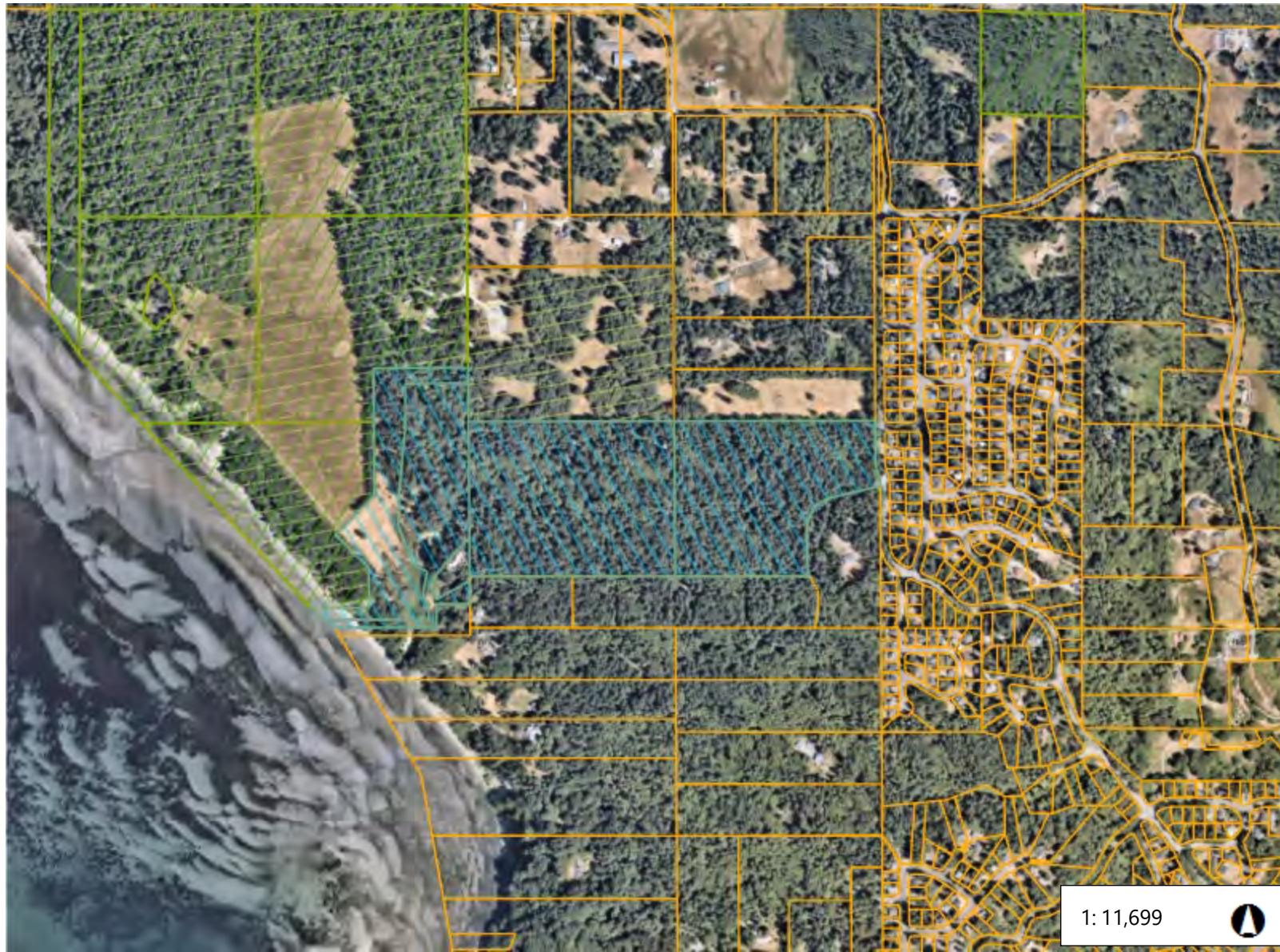
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974.9 Feet



ICGeoMap



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1,949.8

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974.90

1,949.8 Feet

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Legend

Current Use Program Parcels

■ Agriculture

■ Designated Forest

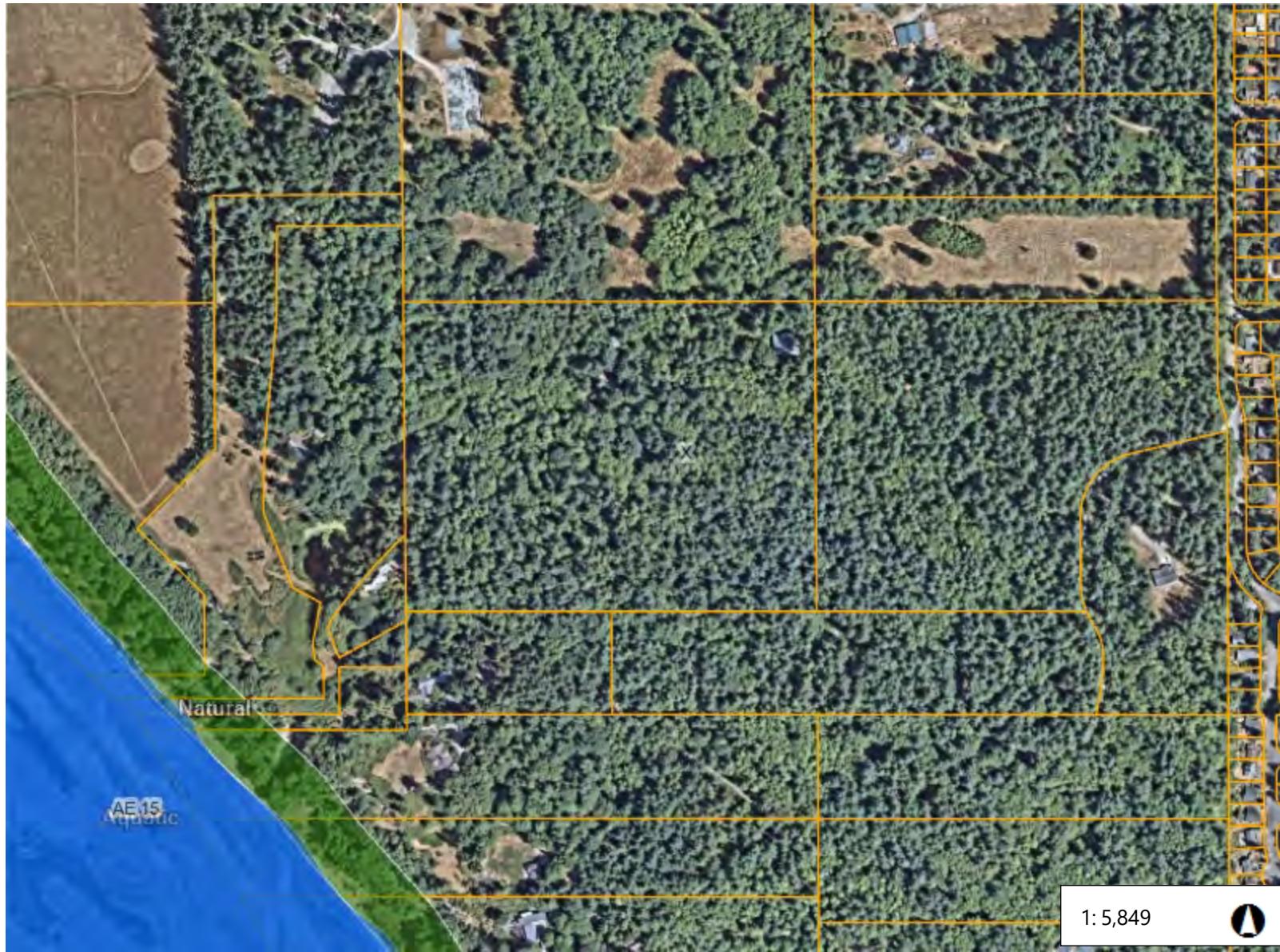
■ PBRS

■ Parcels

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

974.9

0

487.45

974.9 Feet

WGS_1984_Web_Mercator_Auxiliary_Sphere
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1: 5,849



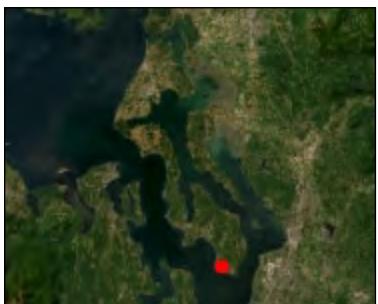
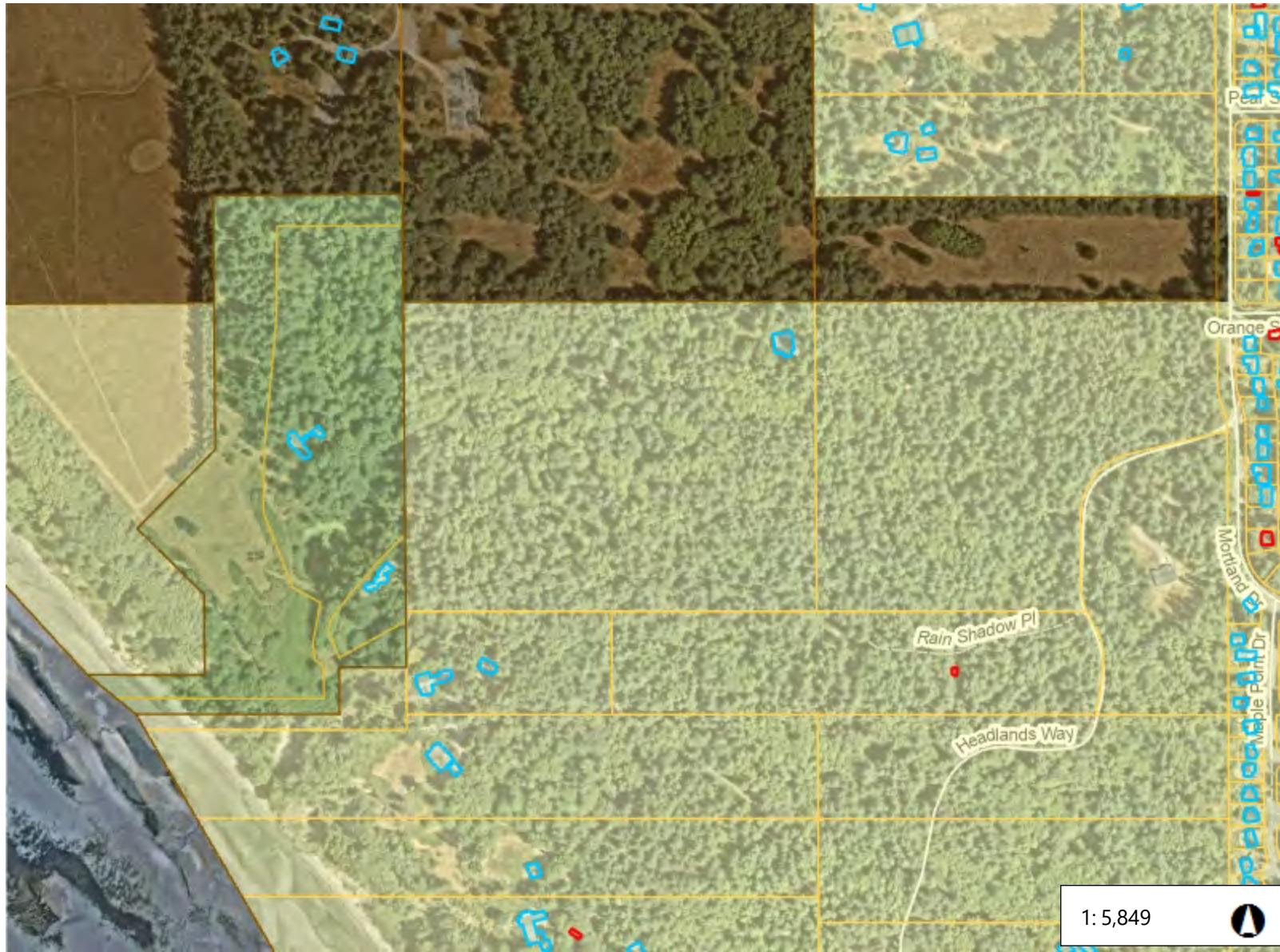
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Notes



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

Roads

- Highway

1: 5,849



974.9

0

487.45

974.9 Feet

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Notes