



WORK SESSION AGENDA

BOARD OF CLALLAM COUNTY COMMISSIONERS

223 East 4th Street Room 160

Port Angeles, Washington

Tuesday, December 27, 2022 – 8:00 a.m.

Board of Clallam County Commissioner meetings will also be available virtually at:

If you would like to participate in the meeting via Zoom audio only, call 253-215-8782 and use meeting ID: 875 561 7844 and passcode: 12345

If you would like to participate in the meeting via Zoom video conference, visit <https://zoom.us/j/8755617844> and use meeting ID: 875 561 7844 and passcode: 12345

This meeting can be viewed on a live stream at this link: <https://www.clallamcountywa.gov/669/Live-Archived-Meetings-Online>

Public comment can be directed to the Clerk of the Board at 360-417-2256 or Loni.Gores@clallamcountywa.gov

Administration – 9 a.m.

1. Calendar/Correspondence
2. Resolution closing the Assessor's Office Petty Cash and Cash Fund

Resolution 

Public Works

3. Agreement amendment 2 with Department of Ecology for Stormwater Phase I Project
- Agreement amendment 2 

Community Development

4. Agreement with North Olympic Land Trust for Conservation Futures Program Project – Mid Valley Farm
- Agreement 

Board of Commissioners

5. Resolution appointing Kim Reynolds to the Lodging Tax Advisory Committee
- Resolution 
6. Resolution appointing Bruce Emery to the Housing Solutions Committee
- Resolution 

7. Resolution reappointing Nathan Tyler to the Sheriff's Citizens Advisory Committee

Resolution 

8. Resolution appointing Mike French to the Board of Health

Resolution 

9. Discussion regarding Clallam County vote for Board of Natural Resources counties representative (3i)*

BNR vote disucssion 

2. Resolution closing the Assessor's Office Petty Cash and Cash Fund

Board of Commissioners

Budget

10. Agreement amendment 1 with Black Diamond Water District for American Rescue Plan Act Funds ARPA

Agreement amendment 1 

General Discussion/Items for Future Agendas

- A. SBDC update (January 23)
- B. Marine Resources Committee projects update (January 30)
- C. Olympic National Forest update (February 6)
- D. Olympic National Park update (February 6)
- E. Department of Natural Resources Meeting (March 20 at 1 p.m.)
- F. Marine Resources Committee project update (March 27)
- G. Joint Meeting with Port of Port Angeles (April 24 at 11 a.m. at Port)

EXECUTIVE SESSION

The Board may recess into Executive Session to consider employment or dismissal of personnel, to review the performance of a public employee, to consult with legal counsel, to consider the position to be taken in collective bargaining, to consider acquisition or sale of real estate, or other matters per RCW 42.30.110

- Other items may be added at the discretion of the Board and additional Work Sessions may be scheduled if more time is needed to allow for adequate discussion.
- Written testimony presented by members of the public during the Board meeting is considered a public document and must be submitted to the Clerk of the Board.
- Copies of public documents from Board meetings are available by contacting the Public Records Department.



AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda)

DEC 27 2022

Department: Assessor's Office

WORK SESSION ☒ Meeting Date: 12-27-22

REGULAR AGENDA ☒ Meeting Date: 1-3-23

Required originals approved and attached? ☐
Will be provided on:

Item summary:

- | | |
|--|--|
| ☐ Call for Hearing | ☐ Contract/Agreement/MOU - Contract # |
| ☒ Resolution | ☐ Proclamation ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

The Assessor's office has a Petty Cash box of \$25.00 and a Cash box of \$100.00. These are no longer needed or used and we request to have those funds terminated.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐
No budgetary impact.

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)

Approval of a Resolution to close the Petty Cash and Cash Box for the Assessor's Office.

County Official signature & print name: Pamela R Rushton Pamela R Rushton

Name of Employee/Stakeholder attending meeting: Board of Commissioners Office, Assessor's Office

Relevant Departments: Board of Commissioners Office, Assessor's Office

Date submitted: 12-13-22

* Work Session Meeting - Submit 1 single sided/not stapled copy 2022-12 Terminate Petty Cash and Cash box Agenda Item Summary (002) (003).docx

** Regular Meeting - Submit 1 single sided/not stapled copy and originals (1 or 3 copies)

Revised: 3-04-2019



RESOLUTION _____, 2023

CLOSING THE ASSESSOR'S OFFICE PETTY CASH AND CASH FUND

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. The Assessor's Office has a petty cash fund in the amount of \$ 25.00 and a cash fund in the amount of \$100.00 that are no longer necessary and requests to have these funds terminated.

NOW, THEREFORE, BE IT RESOLVED by the Board of Clallam County Commissioners, in consideration of the above findings of fact:

1. Close the Assessor's Office petty cash fund with the \$25.00 and cash fund with \$100.00 balance to be returned to the Treasurer.

PASSED AND ADOPTED this _____ day of January 2023

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

Mike French

ATTEST:

Loni Gores, Clerk of the Board

CLALLAM COUNTY
CASH DRAWER RECONCILIATION FORM

Department/Fund Dept. Name Assessor

Fund Number 00100.211

Imprest Account Title Cash Box

Authorized Petty Cash Balance \$ 100.00

Date Prepared 12/13/2022

Cash on Hand:

	Size	count	Value
paper	\$ 100		\$ -
paper	\$ 50		\$ -
paper	\$ 20	3	\$ 60.00
paper	\$ 10	2	\$ 20.00
paper	\$ 5	1	\$ 5.00
paper	\$ 2		\$ -
paper	\$ 1	8	\$ 8.00
coin	\$ 1		\$ -
coin	\$ 0.5		\$ -
coin	\$ 0.25	19	\$ 4.75
coin	\$ 0.1	18	\$ 1.80
coin	\$ 0.05	8	\$ 0.40
coin	\$ 0.01	5	\$ 0.05

Total on Hand: \$ 100.00

Plus Original Receipts (Attached) Total

Total Imprest Balance - Must agree with authorized total: \$ 100.00

I certify that this is a full and accurate accounting of this cash drawer account.

Custodian Signature

Zonie Kuss

County Official Signature

Patricia R. Rude

If this is a final reconciliation on turnover of fund to new custodian

New Custodian Signature

If this is an independent reconciliation of the cash drawer account

I certify that this is a full and accurate accounting of this cash drawer account.

Non-Custodial Employee

County Official Signature

CLALLAM COUNTY
PETTY CASH RECONCILIATION FORM

Department/Fund	Dept. Name	Assessor
	Fund Number	00100.211
	Imprest Account Title	Petty Cash

Authorized Petty Cash Balance \$ 25.00

Date Prepared 12/13/2022

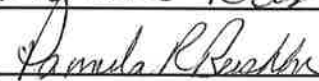
Cash on Hand:	Size	count	Value
paper	\$ 100		\$ -
paper	\$ 50		\$ -
paper	\$ 20	1	\$ 20.00
paper	\$ 10		\$ -
paper	\$ 5		\$ -
paper	\$ 2		\$ -
paper	\$ 1		\$ -
coin	\$ 1		\$ -
coin	\$ 0.5		\$ -
coin	\$ 0.25	15	\$ 3.75
coin	\$ 0.1	4	\$ 0.40
coin	\$ 0.05	12	\$ 0.60
coin	\$ 0.01	25	\$ 0.25

Total on Hand: \$ 25.00

Plus Original Receipts (Attached) Total 0.00

Total Imprest Balance - Must agree with authorized total: \$ 25.00

I certify that this is a full and accurate accounting of this petty cash account.

Custodian Signature	<u></u>
County Official Signature	<u></u>

If this is a final reconciliation on turnover of fund to new custodian

New Custodian Signature _____

If this is an independent reconciliation of the petty cash account

I certify that this is a full and accurate accounting of this petty cash account.

Non-Custodial Employee _____

County Official Signature _____



AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda)

3

DEC 27 2022

Department: Public Works

WORK SESSION ☒ Meeting Date: 12-27-22

REGULAR AGENDA ☒ Meeting Date: 1 - 31-23

Required originals approved and attached? ☒
Will be provided on:

Item summary:

- | | |
|---|--|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # WQNEP-2020-CICoCD-00047 |
| ☐ Resolution | ☐ Proclamation ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

Clallam County has requested a no cost time extension from Ecology for the LID for Stormwater Discharge in Clallam County - Phase 1 project. Ecology has agreed to the extend our contract from November 30, 2022 to January 31, 2023 in order to accomplish all the deliverables that Ecology requires.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐

This is a no cost time extension.

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)

Please approve the extension and sign the Ecology amended contract. Ecology has recently instituted a new process. All agreements and amendments are signed with DocuSign because staff is working remotely. Ecology is no longer accepting wet signatures.

County Official signature & print name: Joe Donisi 

Name of Employee/Stakeholder attending meeting: Carol Creasey 

Relevant Departments: Public Works

Date submitted: December 21, 2022

* Work Session Meeting - Submit 1 single sided/not stapled copy Agenda Item Summary Stormwater Discharge Extension(12-13-22)
** Regular Meeting - Submit 1 single sided/not stapled copy and originals (1 or 3 copies) Revised: 3-04-2019

50801-22-002



DEPARTMENT OF
ECOLOGY
State of Washington

**AMENDMENT NO. 2
TO AGREEMENT NO. WQNEP-2020-CICoCD-00047
BETWEEN
THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY
AND
Clallam County**

PURPOSE: To amend the above-referenced agreement (AGREEMENT) between the state of Washington Department of Ecology (ECOLOGY) and Clallam County (RECIPIENT) for the LID for Stormwater Discharge in Clallam County – Phase I (PROJECT).

The purpose of this amendment is to extend the project end date from 11/30/2022 to 1/31/2023. The RECIPIENT experienced delays due to contracting, and this time extension will provide additional time for the RECIPIENT to complete the project as planned.

IT IS MUTUALLY AGREED that the AGREEMENT is amended as follows:

Expiration Date:

Original: 11/30/2022 Amended: 01/31/2023

CHANGES TO THE BUDGET

Funding Distribution EG210038

Funding Title: NEP Stormwater Strategic Initiative

Funding Type: Grant

Funding Effective Date: 07/01/2020

Funding Expiration Date: 01/31/2023

Funding Source:

Title: Puget Sound Action Agenda-Implementation Strategies and Actions for Vital Sign Recovery Assistance

Fund: FD

Type: Federal

Funding Source %: 100%

Description: Stormwater Strategic Initiative

Federal Awarding Agency:	U.S. Environmental Protection Agency
Federal Awarding Agency Contact:	Michael Rylko
Federal Awarding Agency Phone:	206-553-4014
Federal Awarding Agency Email:	rylko.michael@epa.gov
Federal Awarding Agency Address:	1200 Sixth Avenue, Suite 900, OWW-193 Seattle, WA 98101

CFDA Catalog Name: Puget Sound Action Agenda: Technical Investigations and

CFDA Number:	66.123
FAIN:	01J18101
Research Grant:	No
Federal Award Date:	6/1/2016
Total Federal Award Amount:	\$66,000,000.00
Federal Funds Obligated To Recipient:	\$88,000.00

Approved Indirect Costs Rate:	De Minimis Rate per 2 CFR §200.414
Recipient Match %:	0%
InKind Interlocal Allowed:	No
InKind Other Allowed:	No
Is this Funding Distribution used to match a federal grant?	No

NEP Stormwater Strategic Initiative	Task Total
Project Development	\$ 750.00
Project Administration and Development	\$ 1,750.00
Stormwater Discharge Work Group	\$ 3,000.00
Field Work to Document Discharging Points	\$ 22,000.00
Hiring a Stormwater Engineering Firm	\$ 5,000.00
Engineering Design	\$ 50,000.00
Funding for Phase 2	\$ 5,000.00
Broader Impacts and Communication	\$ 500.00

Total: \$ 88,000.00

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
NEP Stormwater Strategic Initiative	0 %	\$ 0.00	\$ 88,000.00	\$ 88,000.00
Total		\$ 0.00	\$ 88,000.00	\$ 88,000.00

SPECIAL TERMS AND CONDITIONS:

NEP EPA Administrative Conditions

1. EPA General Terms and Conditions

The RECIPIENT agrees to comply with the current EPA general terms and conditions. These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at <http://www.epa.gov/grants/grant-terms-and-conditions>.

2. EPA General Terms and Conditions - Consultant Cap - Additional Information

In addition to the EPA General Terms and Conditions #6 "Consultant Cap", as of August 2January 1, 2018, the limit is \$629.42 per day \$78.6778.68 per hour.

NOTE: For future years' limits, the RECIPIENT may find the annual salary for Level IV of the Executive Schedule on the following Internet site:

<https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2018/executive-senior-level>.
<http://www.opm.gov/oqa>.
Select "Salary and Wages", and select "Rates of Pay for the Executive Schedule". The annual salary is divided by 2087 hours to determine the maximum hourly rate, which is then multiplied by 8 to determine the maximum daily rate.

3. EPA General Terms and Conditions – Cybersecurity

The RECIPIENT agrees to comply with the current EPA general terms and conditions "Cybersecurity". The terms and conditions can be found on the EPA Grants Terms and Conditions Website.

For STATE: http://www2.epa.gov/sites/production/files/2015-07/documents/state_grant_cyber_security_condition.pdf.

For TRIBE: http://www2.epa.gov/sites/production/files/2015-07/documents/tribal_grant_cyber_security_condition.pdf.

For Other Recipients:

http://www2.epa.gov/sites/production/files/2015-07/documents/cyber_security_grant_condition_for_other_recipients.pdf.

4. EPA General Terms and Conditions - Indirect Costs for States and Tribal

The cost principles of 2 CFR 200 Subpart E are applicable, as appropriate, to this award.

In addition to the EPA General Terms and Conditions "Indirect Cost Rate Agreements", if the RECIPIENT does not have a previously established indirect cost rate, it agrees to prepare and submit its indirect cost rate proposal in accordance with 2 CFR 200 Appendix VII.

For State Agencies

The RECIPIENT must send its proposal to its cognizant federal agency within six (6) months after the close of the governmental unit's fiscal year. If EPA is the cognizant federal agency, the state RECIPIENT must send its indirect cost rate proposal within six (6) months after the close of the governmental unit's fiscal year to:

Regular Mail

Financial Analysis and Rate Negotiation Service Center
Office of Acquisition Management
U.S. Environmental Protection Agency
1200 Pennsylvania Avenue, NW, MC 3802R
Washington, DC 20460

Mail Courier (e.g. FedEx, UPS, etc.)
Financial Analysis and Rate Negotiation Service Center
Office of Acquisition Management
US Environmental Protection Agency
1300 Pennsylvania Avenue, NW, 6th floor
Bid and Proposal Room Number 61107
Washington, DC 20004

For Indian Tribe

If the RECIPIENT does not have a previously established indirect cost rate, the RECIPIENT must submit their indirect cost rate proposals to:

National Business Center
Indirect Cost Services
U.S. Department of the Interior
2180 Harvard Street, Suite 430
Sacramento, CA 95815-3317

The RECIPIENT agrees to comply with the audit requirements in accordance with 2 CFR 200 Subpart F.

5. Utilization of small, minority and women's business enterprises (MBE/WBE)

Disadvantaged Business Enterprise (DBE): General Compliance, 40 CFR, Part 33. The RECIPIENT agrees to comply with the requirements of the Environmental Protection Agency's Program for Utilization of Small, Minority, and Women's Business Enterprises (MBE/WBE) 40CFR, Part 33 in procurement under this agreement. Six Good Faith Efforts, 40 CFR, Part 33, Subpart C.

The RECIPIENT agrees to make the following good faith efforts whenever procuring construction, equipment, services, and supplies under this agreement. Records documenting compliance with the following six good faith efforts shall be retained:

- 1) Ensure Disadvantaged Business Enterprises are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government RECIPIENTS, this shall include placing Disadvantaged Business Enterprises on solicitation lists and soliciting them whenever they are potential sources.
- 2) Make information on forthcoming opportunities available to Disadvantaged Business Enterprises and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by Disadvantaged Business Enterprises in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of thirty (30) calendar days before the bid or proposal closing date.
- 3) Consider, in the contracting process, whether firms competing for large contracts could subcontract with Disadvantaged Business Enterprises. For Indian Tribal, State, and Local Government RECIPIENTS, this shall include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by Disadvantaged Business Enterprises in the competitive process.
- 4) Encourage contracting with a consortium of Disadvantaged Business Enterprises when a contract is too large for one of these firms to handle individually.
- 5) Use services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- 6) If the prime contractor awards subcontracts, require the prime contractor to take the five good faith efforts steps in paragraphs 1 through 5 above.

The RECIPIENT agrees to submit ECOLOGY's Contractor Participation Report Form D with each payment request. Contract Administration Provisions, 40 CFR, Section 33.302. The RECIPIENT agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

Non-discrimination Provision. The RECIPIENT shall not discriminate on the basis of race, color, national origin or sex in the performance of this agreement. The RECIPIENT shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the RECIPIENT to carry out these requirements is a material breach of this agreement which may result in the termination of this contract or other legally

available remedies.

This does not preclude the RECIPIENT from enacting broader nondiscrimination protections. The RECIPIENT shall comply with all federal and state nondiscrimination laws, including but not limited to, Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and Chapter 49.60 RCW, Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq, the Americans with Disabilities Act (ADA).

In the event of the RECIPIENT's noncompliance or refusal to comply with any applicable nondiscrimination law, regulation, or policy, this agreement may be rescinded, canceled, or terminated in whole or in part and the RECIPIENT may be declared ineligible for further funding from ECOLOGY. The RECIPIENT shall, however, be given a reasonable time in which to cure this noncompliance.

The RECIPIENT shall include the following terms and conditions in contracts with all contractors, subcontractors, engineers, vendors, and any other entity for work or services pertaining to this agreement. "The Contractor will not discriminate on the basis of race, color, sex, or national origin, in the performance of this Contract. The Contractor will carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under Environmental Protection Agency financial agreements. Failure by the Contractor to carry out these requirements is a material breach of this Contract which may result in termination of this Contract or other legally available remedies."

Bidder List, 40 CFR, Section 33.501(b) and (c). The RECIPIENT agrees to create and maintain a bidders list. The bidders list shall include the following information for all firms that bid or quote on prime contracts, or bid or quote subcontracts, including both MBE/WBEs and non-MBE/WBEs.

1. Entity's name with point of contact
2. Entity's mailing address, telephone number, and e-mail address
3. The procurement on which the entity bid or quoted, and when
4. Entity's status as an MBE/WBE or non-MBE/WBE

NEP EPA Programmatic Conditions

The RECIPIENT and any sub-recipient must comply with the applicable EPA general terms and conditions outlined below. These terms and conditions are in addition to the assurances and certifications made as part of the award and terms, conditions or restrictions reflected on the official assistance award document.

Puget Sound Scientific Studies and Technical Investigations Assistance Program

Programmatic Terms and Conditions

1. Semi-Annual Performance Reports

The RECIPIENT shall submit performance reports every six (6) months during the life of the project. Reports are due 30 calendar days after the end of each reporting period. Reports shall be submitted to the EPA Project Officer and may be provided electronically.

In accordance with 2 CFR 200.328, as appropriate, the RECIPIENT agrees to submit performance reports that include brief information on each of the following areas:

- (a) A comparison of actual accomplishments to the outputs/outcomes established in the assistance agreement work plan for the period;
- (b) The reasons why established goals were not met, if appropriate;
- (c) Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

In addition to the semi-annual performance reports, the RECIPIENT shall immediately notify the EPA Project Officer of developments that have a significant impact on the award-supported activities. As appropriate, the RECIPIENT agrees to inform the EPA Project Officer as soon as problems, delays or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified in the assistance agreement work plan. This notification shall include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.

The RECIPIENT will submit performance reports through EPA's Puget Sound Financial and Ecosystem Accounting Tracking System (FEATS). Reports are due 30 calendar days after the end of each reporting period. The reporting periods shall end March 31st and September 30th of each calendar year. Reports shall be submitted to the EPA Project Officer on the FEATS form provided by the Project Officer and shall be submitted by electronic mail. The RECIPIENT agrees to submit performance reports that include brief information on each of the following areas:

- (a) A comparison of actual accomplishments to the outputs/outcomes established in the assistance agreement work plan for the period;
- (b) The reasons for slippages if established outputs/outcomes were not met;
- (c) Additional pertinent information, including when appropriate, analysis and information of cost overruns or high unit costs.

2. Program Income - Addition

If program income is generated, the RECIPIENT is required to account for program income related to this project. Program income earned during the project period shall be retained by the RECIPIENT and shall be added to funds committed to the project by EPA and the RECIPIENT, and shall be used to further eligible project objectives.

3. Recognition of EPA Funding

Reports, documents, signage, videos, or other media, developed as part of projects funded by this assistance agreement shall contain the following statement: "This project has been funded wholly or in part by the United States Environmental Protection Agency under assistance agreement (number) to (RECIPIENT). 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."

4. Annual Conferences

The RECIPIENT may attend one or more appropriate conferences each year, which may be within the Puget Sound region. The specific conferences will be determined in consultation with the EPA Project Officer. The purpose of this requirement is to provide RECIPIENTS with opportunities to learn about and benefit from other relevant initiatives and programs that relate to the funded work; to exchange information about their funded work with organizations that may benefit from their experience; and generally to raise awareness within the Puget Sound, Salish Sea, and large aquatic ecosystem protection and restoration communities of the funded work. Example of potentially relevant conferences include, but are not limited to, the biennial Puget Sound-Georgia Basin Ecosystem Conference (<http://depts.washington.edu/uwconf/psgb/>); and local or regional meetings of Tribal, professional, scientific, or other relevant associations. Specific conferences will depend on the nature of the work proposed. Recipient will be allowed to use award funds to pay for travel and lodging. Recipient should include anticipated costs for attending conferences in their proposed budget.

5. Peer Review

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

6. Competency of Organizations Generating and/or Using Environmental Measurement Data

The RECIPIENT is responsible for any subgrantees or subrecipients. This policy is between EPA and the grantee, and it is the grantee's choice as to how the policy is carried out with any subrecipients. EPA did not include subrecipients' criteria in the policy. The burden is on the RECIPIENT of the EPA award to ensure that it has confidence in the information being provided to EPA, regardless of the source of that information. The RECIPIENT can apply the checks and balances it chooses to its subrecipients. EPA relies on its awardees to ensure that they are supplying EPA with data of the best known and documented quality that they can.

7. STORET Requirement

RECIPIENTS are required to institute standardized reporting requirements into their work plans and include such costs in their budgets. All water quality data generated in accordance with an EPA approved Quality Assurance Project Plan as a result of this assistance agreement, either directly or by subaward, will be required to be transmitted into the Agency's Storage and Retrieval (STORET) data warehouse using either WQX or WQX web. Water quality data appropriate for STORET include physical, chemical, and biological sample results for water, sediment and fish tissue. The data include toxicity data,

microbiological data, and the metrics and indices generated from biological and habitat data. The Water Quality Exchange (WQX) is the water data schema associated with the EPA, State and Tribal Exchange Network. Using the WQX schema partners map their database structure to the WQX/STORET structure. WQX web is a web based tool to convert data into the STORET format for smaller data generators that are not direct partners on the Exchange Network. More information about WQX, WQX web, and the STORET warehouse, including tutorials, can be found at <http://www.epa.gov/storet/wqx/>

If activities submitted as match for this federal assistance agreement involve the generation of water quality data, the resulting information must be publicly accessible (in STORET or some other database). Recipients are encouraged to develop a cross walk between any non-STORET database utilized for the storage of water quality data associated with match activities and EPA's Water Quality Exchange (WQX).

8. Riparian Buffers

Riparian buffer restoration projects in agricultural areas shall be consistent with the interim riparian buffer recommendations provided to EPA and the Natural Resource Conservation Service by National Marine Fisheries Service letters of January 30, 2013 (stamp received date - February 4, 2013) and April 9, 2013 (stamp received date – April 16, 2013), or the October 28, 2013 guidance. Grantees shall confirm in writing projects' consistency with the recommendations referenced above. When developing project proposals, grantees also should consider the extent to which proposals include appropriate riparian buffers or otherwise address pollution sources on other water courses on the properties in the project area to support water quality and salmon recovery. Deviations can only be obtained through an exception approved by EPA. In order for EPA to evaluate a request for an exception, the grantee must submit the scientific rationale demonstrating adequacy of buffers for supporting water quality and salmon recovery. The request must summarize tribal input on the scientific rationale or other relevant issues. The scientific rationale could be developed from sources such as site-specific assessment data, salmon recovery plans, Total Maximum Daily Loads (TMDLs) and the state nonpoint plan. EPA will confer with the National Oceanic and Atmospheric Administration (NOAA) and the Washington Department of Ecology and provide the opportunity for affected tribes to consult with EPA before making a final decision on a deviation request.

9. International Travel (Including Canada)

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

10. Geospatial Data Standards

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

11. Lobbying and Litigation - Restated from Administrative Condition #1, General Terms and Conditions, Effective 10/3/2016 (#29. Lobbying and Litigation)

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

Clallam County

LID for Stormwater Discharge in Clallam County – Phase I Project

Agreement No. WQNEP-2020-CICoCD-00047

Disclosure Act. Nonprofit organizations exempt from taxation under section 501(c)(4) of the Internal Revenue Code that engage in lobbying activities are ineligible for EPA subawards.

All other terms and conditions of the original Agreement including any Amendments remain in full force and effect, except as expressly provided by this Amendment.

This amendment will be effective 11/29/2022.

Clallam County

By: _____
 Mark Ozias _____ Date _____
 Commissioner

Approved as to form only by

 Bert Dee Boughton
 Civil Deputy Prosecuting Attorney
 Clallam County



AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda)

4
DEC 27 2022

Department: DCJ

WORK SESSION ☒ Meeting Date: 12/27/22

REGULAR AGENDA ☒ Meeting Date: 01/03/2023

Required originals approved and attached? ☒
Will be provided on:

Item summary:

- | | |
|---|--|
| ☐ Call for Hearing | ☐ Contract/Agreement/MOU - Contract # 19910.22.001 |
| ☐ Resolution | ☐ Proclamation ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

This Agreement sets out the terms and conditions by which a grant is made through the Clallam County Conservation Futures Fund, Chapter 5.45 of the Clallam County Code (CCC), as approved by Resolution No. 2022-55. North Olympic Land Trust shall implement a Conservation Futures Program project to acquire a grant deed of conservation easement described as Mid Valley Farm Project authorized by Resolution No. 2022-55.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐ No budgetary change.

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Please sign the contract.

County Official signature & print name: Bruce Emery

Name of Employee/Stakeholder attending meeting: Rebecca Mahan

Relevant Departments: DCD & BOCC

Date submitted: 12/19/2022

- * Work Session Meeting - Submit 1 single sided/not stapled copy
** Regular Meeting - Submit 1 single sided/not stapled copy and originals (1 or 3 copies)

Agenda Item Summary Mid Valley Farm
Revised: 3-04-2019

Questions? Call Loni Gores, Clerk of the Board, ext 2256

CLALLAM COUNTY CONSERVATION FUTURES PROGRAM
PROJECT GRANT AGREEMENT

Project Sponsor: North Olympic Land Trust, UBI # 601280483

Project Title: Mid Valley Farm

Contract Number: 19910.22.001

Approval: Resolution No. 2022-55

19910.22.001

1. Parties to this Agreement

This Clallam County Conservation Futures Program Project Grant Agreement (this Agreement) is entered into between Clallam County (County), 223 East 4th Street, Port Angeles, WA and NORTH OLYMPIC LAND TRUST (Sponsor), a Washington nonprofit corporation, having as its physical address 602 East Front Street, and having as its mailing address P.O. Box 2945, Port Angeles, Washington 98362.

2. Purpose of this Agreement

This Agreement sets out the terms and conditions by which a grant is made through the Clallam County Conservation Futures Fund, Chapter 5.45 of the Clallam County Code (CCC), as approved by Resolution No. 2022-55

3. Grant Administration

The grant is administered by Clallam County Department of Community Development on behalf of the project Sponsor.

4. Description of Project

The subject project is described in the Scope of Work (**Appendix A**).

5. Project Requirements

North Olympic Land Trust shall implement a Conservation Futures Program project to acquire a grant deed of conservation easement (**Exhibit A**) for the 54.57-acre property known in the records of the Clallam County Assessor as APN#(s) 03-30-07-420000 (Property ID 17647), 03-30-07-430000, (Property ID 17655 and 17656), 03-30-07-440030 (Property ID 17695 and 17696), and 03-30-07-420070 (Property ID 17653), and as described in the March 14, 2022 Conservation Futures project application for the Mid Valley Farm Project (**Exhibit B**) and as authorized by Resolution No. 2022-55 (**Exhibit C**). Clallam County will review and approve the conservation easement prior to its purchase. The Sponsor will provide the final draft of the conservation easement to Clallam County for final review and Clallam County will provide comments and/or approval within 30 days of receipt. The grant deed of conservation easement shall preserve the subject property for agricultural use, forest management, and/or habitat protections. Language must be included in the deed of conservation easement to protect the County's interests and conservation values, including, at a minimum, the following:

Grantee's costs of acquiring this Easement were provided in part by grant funding from the Clallam County Conservation Futures property tax authorized by Washington law. Grantee hereby agrees to be bound by Clallam County Code (CCC) 5.45.040, the uses authorized under RCW 84.34.230, including the obligation to ensure the long-term conservation of the Property in accordance with the terms and conditions of this Easement, and to obtain the consent of Clallam County prior to any conveyance of any interest acquired hereby.

6. Period of Performance

The Project reimbursement period for acquisition expenses shall begin on May 11, 2022 and end on November 11, 2023. Work performed consistent with this Agreement during its term, but prior to the adoption of this Agreement, is hereby ratified.

7. Annual Reporting Required.

Annual reporting by the Sponsor to the County is required every year on or before December 31st until three years after the acquisition funds are dispersed.

8. Project Funding

Payments for completed tasks shall be made no more frequently than monthly.

Each request for payment shall be supported by a detailed invoice specifying the payment amount requested. In no event shall payment be sought in an amount in excess of the amount allocated in Section 9 of this contract.

9. The total grant award provided by the Conservation Futures Fund for the Project shall not exceed \$400,000. The Conservation Futures Fund shall not pay any amount beyond that approved in this Agreement for funding of the Project. Unexpended Project Allocations

Should unexpended Project allocations, including (but not limited to) project completion at less than the estimated cost or (alternatively) the abandonment of the Project occur, then the Sponsor shall notify the County within 60 days.

10. Modification of this Agreement

All rights and obligations of the parties to this Agreement are subject to this Agreement and its attachments. Except as provided in this Agreement, no alteration of any of the terms or conditions of this Agreement shall be effective unless provided in writing. All such alterations, except those concerning the period of performance, must be signed by both parties. Period of performance extensions need only be signed by Clallam Board of County Commissioners.

11. Indemnification

Sponsor shall indemnify and hold harmless the County, its past or present employees, officers, agents, elected or appointed officials or volunteers (and their marital communities), from and

against all claims, losses or liability, or any portion thereof, including reasonable attorney's fees and costs, arising from injury or death to persons, including injuries, sickness, disease or death to Sponsor's own employees, or damage to property occasioned by a negligent act, omission or failure of the Sponsor. Sponsor shall be liable only to the extent of Sponsor's proportional negligence. Except to the extent of County negligence, the Sponsor specifically assumes potential liability for actions brought against the County by Sponsor's employees, including all other persons engaged in the performance of any work or service required of the Sponsor under this Agreement and, solely for the purpose of this indemnification and defense, the Sponsor specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The Sponsor recognizes that this waiver was specifically entered into pursuant to provisions of RCW 4.24.115 and was subject of mutual negotiation. For the avoidance of doubt, the obligations in this section shall survive the expiration or termination of this Agreement.

12. Insurance

The Sponsor shall secure and maintain in force throughout the duration of this Agreement policies of insurance as follows:

Workers Compensation Insurance. If and only if the Sponsor employs any person(s) in the status of employee or employees separate from or in addition to any equity owners, sole proprietor, partners, owners or shareholders of the Sponsor, Worker's Compensation Insurance in an amount or amounts that are not less than the required statutory minimum(s) as established by the State of Washington or the state or province where the Sponsor is located.

Commercial Automobile Liability Insurance providing bodily injury and property damage liability coverage for all owned and non-owned vehicles assigned to or used in the performance of the work for a combined single limit of not less than \$500,000 each occurrence with the County named as an additional insured in connection with the Sponsor's performance of the contract.

General Commercial Liability Insurance in an amount not less than a single limit of one million dollars (\$1,000,000) per occurrence and an aggregate of not less than two (2) times the occurrence amount (\$2,000,000.00 minimum) for bodily injury, including death and property damage, unless a greater amount is specified in the contract specifications. The insurance coverage shall contain no limitations on the scope of the protection provided and include the following minimum coverage:

- a. Broad Form Property Damage, with no employee exclusion;
- b. Personal Injury Liability, including extended bodily injury;
- c. Broad Form Contractual/Commercial Liability – including completed operations;
- d. Premises – Operations Liability (M&C);
- e. Independent Contractors and subcontractors;
- f. Blanket Contractual Liability.

Such insurance coverage shall be evidenced by one of the following methods:

- * Certificate of Insurance;
- * Self-insurance through an irrevocable Letter of Credit from a qualified financial institution.

Certificates of coverage as required by this section shall be delivered to the County within sixty (60) days of execution of this Agreement.

Any deductibles or self-insured retention shall be declared to and approved by the County prior to the approval of the contract by the County. At the option of the County, the insurer shall reduce or eliminate deductibles or self-insured retention or the Sponsor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

The Sponsor shall include all subcontractors as insured under its insurance policies or shall furnish separate certificates and endorsements for each subcontractor. All insurance provisions for subcontractors shall be subject to all of the requirements stated in this Agreement.

Failure of the Sponsor to take out or maintain any required insurance shall not relieve the Sponsor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations concerning indemnification.

It is agreed by the parties that insurers shall have no right of recovery or subrogation against the County (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the above described insurance. It is further agreed by the parties that insurance companies issuing the policy or policies shall have no recourse against the County (including its employees and other agents and agencies) for payment of any premiums or for assessments under any form of policy. It is further agreed by the parties that any and all deductibles in the above described insurance policies shall be assumed by and be at the sole risk of the Sponsor.

It is agreed by the parties that judgments for which the County may be liable, in excess of insured amounts provided in this Agreement, or any portion thereof, may be withheld from payment due, or to become due, to the Sponsor until such time as the Sponsor shall furnish additional security covering such judgment as may be determined by the County.

The County reserves the right to request additional insurance on an individual basis for extra hazardous contracts and specific service agreements.

Any coverage for third party liability claims provided to the County by a "Risk Pool" created pursuant to Ch. 48.62 RCW shall be non-contributory with respect to any policy of insurance the Sponsor must provide in order to comply with this Agreement.

If the proof of insurance or certificate indicating the County is an "additional insured" to a policy obtained by the Sponsor refers to an endorsement (by number or name) but does not provide the

full text of that endorsement, then it shall be the obligation of the Sponsor to obtain the full text of that endorsement and forward that full text to the County.

The County may, upon the Sponsor's failure to comply with all provisions of this Agreement relating to insurance, withhold payment or compensation that would otherwise be due to the Sponsor.

For the avoidance of doubt, the obligations in this section shall survive the expiration or termination of this Agreement.

13. Independent Contractor

The Sponsor is an independent contractor with respect to the services provided pursuant to this Agreement. The Sponsor is not as an agent, an employee or a servant of the County. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties. The Sponsor specifically has the right to direct and control Sponsor's own activities and over all of its subcontractors, employees, agents and representatives in providing the agreed services in accordance with the specifications set out in this Agreement. Neither Sponsor nor any employee of Sponsor shall be entitled to any benefits accorded County employees by virtue of the services provided under this Agreement. The County shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to Sponsor, or any employee of Sponsor. The Sponsor agrees to file all necessary governmental documents, including appropriate tax returns, reflecting income status as an independent contractor for services rendered to the County under this Agreement.

14. No Assignment

The Sponsor shall not sublet or assign any of the services covered by this Agreement without the express written consent of the County or its authorized representative. Assignment does not include printing or other customary reimbursable expenses that may be provided in an agreement.

15. Ownership and Use of Documents

All documents, drawings, specifications and other materials produced by the Sponsor in connection with the services rendered under this Agreement shall be the property of the Sponsor whether the project for which they are made is executed or not. The County shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference, and use in connection with the Sponsor's endeavors.

16. Compliance with Applicable Statutes, Rules, and Clallam County Policies

This Agreement is governed by, and the Sponsor shall comply with, all applicable state and federal laws and regulations, including RCW 84.34.210, and published agency policies, which are incorporated into this Agreement by this reference as if fully set forth.

17. No Harassment of Discrimination

Any form of harassment, discrimination, or improper fraternization with any County employee is strictly prohibited. The Sponsor shall not discriminate on the grounds of race, color, national origin, religion, creed, age, sex, sexual orientation, or the presence of any physical or sensory disability in the selection and retention of employees or procurement of materials or supplies.

18. Sponsor's Accounting Books and Records

The Sponsor shall maintain complete financial records relating to this Agreement and the services rendered including all books, records, documents, receipts, invoices, and all other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect cost of any nature expended in the performance of this Agreement. The Sponsor's records and accounts pertaining to this Agreement are to be kept available for inspection by the Office of the State Auditor, federal auditors, the Clallam County Auditor, and any persons duly authorized by the County shall have full access and the right to examine any of these materials during this period for a period of ten (10) years after the date of the final payment to Sponsor. If any litigation, claim or audit is started before the expiration of the ten (10) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved. Copies shall be made available upon request. Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed.

19. Licensing, Accreditation and Registration

The Sponsor shall comply with all applicable local, state and federal licensing, accreditation, permitting, and registration requirement/standards necessary for the performance of this Agreement.

20. Disputes

Except as otherwise provided in this Agreement, when a bona fide dispute arises between Clallam County and the Sponsor and it cannot be resolved, either party may request a dispute hearing with a mediator agreed upon by the parties, or if agreement cannot be made, the mediator shall be selected by the Clallam County Superior Court. Either party's request for a dispute hearing must be in writing and clearly state:

- a. the disputed issue(s);
- b. the relative positions of the parties; and,
- c. the Sponsor's name, address and agency contact number.

Requests for dispute hearings must be mailed to the Project Manager, Rebecca Mahan, Clallam County Department of Community Development, 223 East 4th Street, Suite 5, Port Angeles, WA 98362, within thirty (30) days after either party received notice of the disputed issue(s). The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial

tribunal. The parties shall split evenly the cost of mediation or whatever form of dispute resolution is used. The parties shall bear their own costs and attorney's fees in any dispute.

The venue for any legal action shall be solely in the appropriate state court in Clallam County, Washington, subject to the venue provisions for actions against counties in RCW 36.01.050.

Each party to this Agreement shall be responsible for their own dispute and litigation costs, including attorney's fees.

21. Termination for Funding

Clallam County may unilaterally terminate this Agreement in the event funding from state, federal, or other sources are withdrawn, reduced, or limited in any way after the effective date of this Agreement.

22. Termination for Convenience

The County reserves the right to terminate this Agreement at any time by giving ten (10) days written notice to the Sponsor.

23. Assignment

The Sponsor shall not sublet or assign any interest in this Agreement, and shall not transfer any interest in this Agreement without the express written consent of the County.

24. No Waiver

Waiver by any party of any provision of this Agreement or any time limitation provided for in this Agreement shall not constitute a waiver of any other provision.

No consent by either party to, or waiver of, a breach by either party, whether express or implied, shall constitute a consent to, waiver of, or excuse of any other, different, or subsequent breach by either party.

No term or provision of this Agreement shall be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing signed on behalf of the party against whom the waiver is asserted. Failure of a party to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default.

25. County Does Not Assume Additional Duties

The County does not assume any obligation or duty, except as required by federal or state law, to determine if Sponsor is complying with all applicable statutes, rules, codes ordinances or permits.

26. Agreement Representatives

All written communications sent to the Sponsor under this Agreement shall be addressed and delivered to:

Sponsor Contact

Mike Auger
Conservation Director
P.O. Box 2945
Port Angeles, Washington 98362

Conservation Futures Program Contact

Rebecca Mahan
Clallam County Department of Community
Development
223 East 4th Street Suite 5
Port Angeles, WA 98362

These addresses shall be effective until receipt by one party from the other of a written notice of any change.

27. Entire Agreement

This Agreement, along with all attachments, constitutes the entire agreement of the parties. No other understandings, oral or otherwise, regarding this Agreement shall exist or bind any of the parties.

28. Severability

Provided it does not result in a material change in the terms of this Agreement, if any provision of this Agreement or the application of this Agreement to any person or circumstance shall be invalid, illegal, or unenforceable to any extent, the remainder of this Agreement and the application this Agreement shall not be affected and shall be enforceable to the fullest extent permitted by law.

29. Survival

Those provisions of this Agreement that by their sense and purpose should survive the term of this Agreement shall survive the term of this Agreement. Without limiting the generality of the preceding sentence, and for the avoidance of doubt, the provisions that survive the term of this agreement include: (a) controlling law; (b) insurance; and, (c) indemnification.

30. Binding on Successors, Heirs and Assigns

This Agreement shall be binding upon and inure to the benefit of the parties' successors in interest, heirs and assigns.

31. No Third-party Beneficiaries

The parties do not intend, and nothing in this Agreement shall be construed to mean, that any provision in this Agreement is for the benefit of any person or entity who is not a party.

32. Signature in Counterparts

This Agreement may be executed in one or more 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 of this Agreement, so long as all the parties execute a counterpart of this Agreement.

33. Facsimile and Electronic Signatures

The parties agree that facsimile and electronic signatures shall have the same force and effect as original signatures.

34. Public Records Act

Notwithstanding any provisions of this Agreement to the contrary, to the extent any record, including any electronic, audio, paper or other media, is required to be kept or indexed as a public record in accordance with the Washington Public Records Act, Chapter 42.56 RCW (as may be amended), the Sponsor agrees to maintain all records constituting public records and to produce or assist the County in producing such records, within the time frames and parameters set forth in state law.

The Sponsor also agrees that upon receipt of any written public record request, the Sponsor shall, within three business days, notify the County by providing a copy of the request per the notice provisions of this Agreement.

This Agreement, once executed, shall be a “public record” subject to production to a third party if it is requested pursuant to the Washington Public Records Act.

35. Effective Date of this Agreement

This Agreement shall be effective upon signing by all parties.

36. Controlling Law

It is understood and agreed that this Agreement is entered into in the State of Washington. This Agreement shall be governed by and construed in accordance with the laws of the United States, the State of Washington and the County of Clallam, as if applied to transactions entered into and to be performed wholly within Clallam County, Washington between Clallam County residents. No party shall argue or assert that any state law other than Washington law applies to the governance or construction of this Agreement.

37. Order of Precedence.

If there is an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order: (a) Applicable state statutes and rules; (b) local laws and rules; and, (c) case law.

38. Force Majeure

Neither party shall be in default by reason of any failure in performance of this Agreement, if such failure arises out of causes beyond a party’s control and without fault or negligence of such party, including but not limited to; (a) acts of God; (b) terrorism or other acts of a public enemy; (c) war; or, (d) epidemics, pandemics or quarantine restrictions.

39. Attachments

Any attachment to this Agreement is part of this Agreement and is incorporated by reference into this Agreement.

40. Representations and Warranties

The parties represent and warrant that: (a) Each person signing this Agreement is fully authorized to enter into this Agreement on behalf of the party for whom signature is being made; (b) Each party that is a corporate entity is duly organized and validly existing in good standing under the laws of one of the states of the United States of America; (c) The making and performance of this Agreement will not violate any provision of law or of any party's articles of incorporation, charter, or by-laws; (d) Each corporate party has taken all necessary corporate and internal legal actions to duly approve the making and performance of this Agreement and that no further corporate or other internal approval is necessary; and, (e) Each party has read this Agreement in its entirety and know the contents of this Agreement, that the terms of this Agreement are contractual and not merely recitals, and that they have signed this Agreement, having obtained the advice of legal counsel.

DATED this _____ day of _____, 20_____.

(SIGNATURES FOLLOW ON THE NEXT PAGE)

CLALLAM COUNTY WASHINGTON

Board of County Commissioners
Clallam County, Washington

By: _____
Mark Ozias, Chair Date

By: _____
Randy Johnson, Commissioner Date

By: _____
Mike French, Commissioner Date

SEAL:

ATTEST:

Loni Gores Date
Clerk of the Board

Approved as to form only:

Elizabeth Stanley Date
Chief Civil Deputy Prosecuting Attorney

North Olympic Land Trust

By: _____
Signature

Name: Thomas R. Sanford

Title: Executive Director

Date: _____

APPENDIX A

Scope of Work

North Olympic Land Trust, as project sponsor “Sponsor,” shall perform the following tasks in order to implement the Mid Valley Farm Project:

Task 1: Acquire Grant Deed of Conservation Easement

Sponsor shall acquire a grant deed of conservation easement on the subject property, APN#(s) 03-30-07-420000 (Property ID 17647), 03-30-07-430000, (Property ID 17655 and 17656), 03-30-07-440030 (Property ID 17695 and 17696), and 03-30-07-420070 (Property ID 17653), that incorporates approved Conservation Futures Program language, including the language in section 5 of this Agreement.

Deliverable 1a: Final draft grant deed of conservation easement

Deliverable 1b: Qualifying appraisal and estimated settlement statement (HUD-1)

Deliverable 2c: Recorded grant of conservation easement deed

Task 2: Stewardship Plan

Sponsor shall provide a plan for stewardship

Deliverable 2a: Electronic copy of stewardship plan

Task 3: Annual Reporting

Sponsor shall monitor and report on the property as described in item “D” of this Agreement and submit required reports to the Conservation Futures Program Advisory Board (through staff) in the format provided for each year that it is required.

Deliverable 3a: Completed annual reports.

Exhibit A

Grant Deed of Conservation Easement

When recorded return to:
North Olympic Land Trust
PO Box 2945 (mailing)
602 East Front Street
Port Angeles, WA 98362
Attn: Conservation Director

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

GRANTOR: **Gloria A. Davis Family Limited Partnership, a limited partnership, and
Dana Davis, as his separate estate**

GRANTEE: **North Olympic Land Trust**

TAX PARCEL NUMBER(S):

Parcel A - 03-30-07-420000 (Property ID 17647)
Parcel B - 03-30-07-430000, (Property ID 17655 and 17656)
Parcel C - 03-30-07-440030 (Property ID 17695 and 17696)
Parcel D - 03-30-07-420070 (Property ID 17653)

LEGAL DESCRIPTION

Abbreviated form: PCL 2 DAVIS SVY V50 PG47 & PTN N2 S2 SE4 S7-T30M-
R3W & PTN S2 NW4 SE4 S7-T30N-R3W

Additional legal at **Exhibit A**.

GRANT DEED OF CONSERVATION EASEMENT

THIS GRANT DEED OF CONSERVATION EASEMENT (the "Easement"), dated for reference purposes on _____, 20____, is made and entered into by and between **GLORIA A. DAVIS FAMILY LIMITED PARTNERSHIP**, a Washington limited partnership, and **DANA DAVIS**, as his separate estate, having an address at 834 Evans Road, Sequim, WA 98382 ("Grantor"), in favor of **NORTH OLYMPIC LAND TRUST**, a Washington nonprofit corporation, having as its physical address 602 East Front Street, and having as its mailing address P.O. Box 2945, Port Angeles, Washington 98362 ("Grantee"). Grantor and Grantee may be referred to hereinafter individually as a "Party" and collectively as the "Parties." The **Jamestown S'Klallam Tribe** is a third party beneficiary under this Easement and has certain rights hereunder including third party right of enforcement. Additionally, either the **Washington State Recreation and Conservation Office** ("RCO") or the **Washington State Department of Ecology** ("Ecology") will also be a third party beneficiary under this Easement, as further detailed herein. The Tribe (and either RCO or Ecology) is a "Beneficiary" under this Easement. Further, both Ecology (through Ecology's Floodplains by Design program, and regardless of whether it is a Beneficiary) and **Clallam County** (through the County's Conservation Futures Program) are funders of this Easement as of the grant, and have certain rights hereunder.

1. RECITALS

1.1. Grantor is the sole Grantor in fee simple of that certain real property (the "Property") in Clallam County, Washington, more particularly described in **Exhibit A** (Legal Description of Property Subject to Easement) and shown on the survey at **Exhibit B** (Survey of Property). The survey of the Property is recorded under Auditor's File No. 2022-1444031 in Volume 91 of Surveys, Page 066, records of Clallam County (the "Survey").

The Property consists of four (4) tax parcels totaling approximately 54.57 acres.

1.2. For purposes of permitted and prohibited uses herein, the Property is treated as three (3) land use areas, hereinafter referred to as the "Agricultural Zone," the "Forest Zone," and the "Building Envelope," more particularly described below and elsewhere herein and as depicted in the Survey, showing all three areas in **Exhibit B** and showing the detailed Building Envelope in **Exhibit C** (Details of Building Envelope).

1.2.1. **Agricultural Zone.** The Agricultural Zone consists of approximately 45.40 acres and is intended to be limited to agricultural uses and activities that support such uses.

1.2.2. Forest Zone. The Forest Zone consists of approximately 7.20 acres and is intended to be limited to forest health and habitat purposes and activities that support such purposes, with compatible, minimal use for personal purposes as further detailed herein.

1.2.3. Building Envelope. The Building Envelope consists of approximately 1.97 acres and is intended to contain all existing and future improvements.

1.3. The Property possesses agricultural (including productive soils), habitat, and scenic and open space values of great importance to Grantor, the people of Clallam County and the people of the State of Washington (collectively, "Conservation Values"). The Conservation Values are detailed as follows, and are worthy of preservation via protection of the Property in substantially its present state:

1.3.1. Agricultural Values:

1.3.1.1. The Property consists of 100% prime farmland soils. All classifications were furnished by the United States Department of Agriculture Natural Resource Conservation Service ("NRCS"). Soil types, weather and water availability make this farm suitable for all manner of crops, and particularly well-suited for the production of hay, row crops, and use as pasture. Approximately 24 acres are prime farmland if irrigated (Hoypus gravelly sandy loam, 0 to 15 percent slopes), and approximately 30 acres are always prime farmland (Agnew silt loam, 0 to 8 percent slopes). The Parties agree that the Property's soils constitute an important natural resource, and are an integral component of the Conservation Values protected under this Easement.

1.3.1.2. The legislatively declared policies of the State of Washington in the Washington State Open Space Tax Act (OSTA), Chapter 84.34 RCW, provide "that it is in the best interest of the state to maintain, preserve, conserve, and otherwise continue in existence adequate open space lands for the production of food, fiber and forest crop, 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 OSTA, lands eligible for preferential real property tax treatment include lands such as the subject Property where preservation in its present use would conserve and enhance natural resources and promote conservation of agricultural land. Pursuant to this legislative directive, Clallam County has adopted an Open Space Tax Program, Clallam County Code Chapter 27.08, that recognizes the importance of and provides preferential tax treatment for the designated open space and agricultural resources that occur on the Property.

1.3.1.3. As of the Effective Date, all of the land in the Agricultural Zone is classified by the Clallam County Assessor as farm and agricultural land (as such term is defined in the OSTA). The Parties intend that the Agricultural Zone

shall be managed under this Easement in a manner that allows it to remain eligible for such classification.

1.3.1.4. Moreover, the Property has been historically successfully used as productive farmland, and contains features that enhance the viability and value of the Property as farmland, including without limitation water rights, irrigation systems and other on-site support structures, along with farm-to-market access and proximity to utilities, roads and other protected agricultural properties.

1.3.2. Habitat Values. Trumpeter Swans (*Cygnus buccinators*) regularly use the Agricultural Zone along with small populations of Tundra Swans (*Cygnus columbianus*). Trumpeter and Tundra Swans are both protected species under state law and the Washington Department of Fish and Wildlife (WDFW) considers them priority species for conservation. The Agricultural Zone is also used by Cackling Geese (*Branta hutchinsii*) and Sandhill Crane (*Antigone canadensis*). The Forest Zone provides a nice buffer area for more common species that might take refuge and/or forage on the farmland. The Parties agree that the Property's habitat constitutes an integral component of the Conservation Values.

1.3.3. Scenic and Open Space Values: Development of the Property would impair the scenic character of the rural landscape and would interfere with the scenic panorama enjoyed by the public from Sequim-Dungeness Way, a primary county road running north-south past the Property. The Parties agree that the Property's scenic open space constitute an integral component of the Conservation Values.

1.4. The specific Conservation Values of the Property are further documented in an inventory of relevant features of the Property, signed and dated by the Parties before or as of the Effective Date of this Easement and kept on file at the offices of Grantee and incorporated into this Easement by this reference ("Baseline Documentation" or "Report"). The Parties acknowledge and agree that the Report is complete and accurate as of the Effective Date of this Easement. The Baseline Documentation consists of reports, maps, photographs, and other documentation that the Parties agree provide, collectively, an accurate representation of the Property at the time of this grant and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this grant. The Baseline Documentation may be used to establish that a change in the use or condition of the Property has occurred, but its existence shall not preclude the use of other evidence to establish the condition of the Property as of the date of this Easement. Grantee may use the Baseline Documentation in enforcing provisions of this Easement, but is not limited to the use of the Report to show a change in the use or condition of the Property. The Baseline Documentation Report may be amended after the Effective Date by mutual agreement of Grantor and Grantee for the purpose of documenting changes in the condition of the Property.

1.5. The Property would also be extremely desirable for substantial residential development because of its location, orientation and zoning. The Property is zoned Rural Neighborhood Conservation, which allows 5-acre lot subdivision by right. There are at least eleven (11) development rights on the Property, and this Easement removes all but one of them and restricts the ability to ever subdivide or sell separately the four (4) parcels existing as of the Effective Date of this Easement, ensuring nearly the entire Property remains available for agricultural and open space use. In the absence of a Grant Deed of Conservation Easement, the Property could be developed in a manner which would destroy or significantly degrade the Conservation Values of the Property.

1.6. This Easement will also serve the following "conservation purposes" as such term is defined in section 170(h)(4)(A) of the Internal Revenue Code: i) the preservation of open space (including farmland and forest land) where such preservation is (a) pursuant to a clearly delineated Federal, State, or local governmental conservation policy, and (b) will yield a significant public benefit.

1.6.1. Clearly Delineated Governmental Conservation Policy. As evidenced by the various land designations and specific grants applicable to the Property and detailed elsewhere in this Section 1, this Easement preserves the Property's open space pursuant to multiple clearly delineated state and local governmental conservation policies.

1.6.2. Significant Public Benefit. In the Baseline Documentation (defined above), the Grantee has documented that the conservation of the Property through the terms and conditions of this Easement will yield a significant public benefit. In making such determination, the Grantee utilized an eleven factor test as set forth in Treas. Reg. § 1.170A-14(d)(4)(iv)(A).

1.7. Grantee acquired the Easement with funding from the following sources: 1) via a Floodplains by Design grant from Ecology in accordance with that certain grant agreement (#SEAFBD-2123-JameST-00009) between Ecology and the Tribe dated July 1, 2021 ("Ecology Grant Agreement"); and 2) via Clallam County Conservation Futures Program. This property meets the goals of the Conservation Futures Program because this easement maintains and conserves open space lands for the production of food and fiber and assures the enjoyment of natural resources and scenic beauty for the economic and social well-being of the County and its citizens. To protect the public's interest related to the Ecology grant, the Tribe is provided certain rights as third-party beneficiary under this Easement, as defined in detail in this Easement. Additionally, Grantee acquired the Easement in anticipation of a grant agreement (#22-1524) between RCO and Grantee ("RCO Grant Agreement"). If RCO delivers funds under the RCO Grant Agreement within five (5) years after this Easement's Effective Date (as defined in Section 21.22), RCO will become an additional Beneficiary of certain rights as

described further in this Easement. If RCO does not deliver funds to Grantee within five (5) years of the Effective Date, RCO will not be a Beneficiary but Ecology will become an additional Beneficiary. In either event, Grantor understands and agrees that, in timely fashion after either RCO's delivery of funds under the RCO Grant Agreement or RCO's notification to Grantee that RCO will not deliver said funds, each of the Parties will sign and Grantee will record an amendment to this Easement that clarifies which of RCO or Ecology are an additional Beneficiary and otherwise modifies this Easement as necessary to establish either RCO or Ecology as an additional Beneficiary.

1.7.1. Clallam County Funding. Grantee's costs of acquiring this Easement were provided in part by grant funding from the Clallam County Conservation Futures property tax authorized by Washington law. Grantee hereby agrees to be bound by Clallam County Code (CCC) 5.45.040, the uses authorized under RCW 84.34.230, including the obligation to ensure the long-term conservation of the Property in accordance with the terms and conditions of this Easement, and to obtain the consent of Clallam County prior to any conveyance of any interest acquired hereby.

1.7.2. Ecology Funding Limitations. Ecology is not funding conservation of the Forest Zone shown on **Exhibits B and D**, thus the Tribe is not a third-party beneficiary of the conservation of the Forest Zone and has no rights under this Easement as to the Forest Zone.

1.7.3. RCO Funding Limitations. RCO cannot fund conservation of the Forest Zone or the Evans Road parcel shown on **Exhibit D** (Areas not being funded by RCO and/or Department of Ecology), thus RCO – in the event it provides funding for the Easement – will not be a third-party beneficiary of the conservation of the Forest Zone or the Evans Road parcel and has no rights under this Easement as to the Forest Zone or the Evans Road parcel.

1.7.4. Regardless of the Ecology and RCO funding limits detailed in this Section 1.7, the Parties understand and agree that the entire Property, as described in Exhibit A and depicted on Exhibit B, is encumbered by this Easement.

1.8. The Property is irrigated via an irrigation system that runs through the Property, and Grantor's water rights include without limitation approximately 300 shares in the Sequim Prairie Tri Irrigation Company along with a grandfathered domestic well for the Grantor's residential uses associated with the 834 Evans Road address (collectively, the "Water Rights"), with the irrigation shares described in **Exhibit E** (Water Right Certificate) attached hereto and incorporated herein by this reference. The Parties agree that, in order to maintain the opportunity for agricultural activity upon the Property pursuant to RCW 79A.15.130 and to otherwise help ensure the Property remains viable for a farmer to reside there, it is appropriate to include the Water Rights in this Easement.

1.9. Grantor, as sole Grantor of the Property in fee simple, has the right to identify, protect and preserve the Conservation Values of the Property, and desires to transfer such rights to Grantee in perpetuity.

1.10. 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 also qualified as a nonprofit nature conservancy corporation under RCW 64.04.130 and 84.34.250, whose primary purpose is to promote the preservation of open space and critically important ecological systems in Clallam County in Washington State.

1.11. Grantee agrees, by accepting this Easement, to honor the intentions of Grantor as stated in this Easement and to preserve and protect in perpetuity the Conservation Values of the Property for the benefit of this generation and the generations to come.

1.12. The Parties intend that the Conservation Values of the Property be preserved and maintained by permitting the continuation of only those land uses on the Property that do not impair or interfere with the Conservation Values.

2. CONVEYANCE AND CONSIDERATION

2.1. For the reasons stated above, and in consideration of the mutual covenants, terms, conditions, and restrictions contained in this Easement, and pursuant to the laws of Washington and in particular RCW 64.04.130 and RCW 84.34.210, Grantor hereby voluntarily grants, conveys and warrants, for valuable consideration the receipt of which is hereby acknowledged, to Grantee a conservation easement in gross in perpetuity in, on, over and across the Property, consisting of certain rights in the Property, as defined in this Easement, subject only to the title matters set forth in **Exhibit F** (Permitted Exceptions), attached hereto and incorporated herein by this reference.

2.2. Grantor intends that, to the extent the amount of any cash payment for the Conservation Easement is less than the Easement's fair market value, the difference shall be a charitable contribution to Grantee. Grantor acknowledges and understands that Grantee makes no representation as to the tax consequences of the grant of this Easement. It is solely Grantor's responsibility to obtain independent tax counsel and be responsible for compliance with the gift value substantiation and any other requirements of the Internal Revenue Code.

2.3 This conveyance is a conveyance of an interest in real property under the provisions of RCW 64.04.130 and RCW 84.34.210.

2.4. Grantor expressly intends that this Easement run with the land and that this Easement shall be binding upon Grantor's personal representatives, heirs, successors, and assigns.

2.5. Grantor warrants that:

2.5.1. it is the sole owner of the Property and has the right to convey this Easement; and

2.5.2. as of the Effective Date and with the exception of the Permitted Exceptions, the Property is free and clear of any encumbrances.

2.6. Water Rights. While Grantor is not conveying to Grantee any of the Water Rights, Grantor hereby agrees not to transfer, sell, lease or otherwise separate any of the Water Rights from the Property without the prior written consent of the Grantee upon a determination that such transfer, sale or lease is consistent with maintenance of the Conservation Values on the Property and particularly with maintenance of the opportunity for agriculture on the Property.

3. PURPOSE

3.1. The purpose of this Easement is to preserve and protect in perpetuity the Conservation Values of the Property described in the above Recitals, and to prevent any use of, or activity on, the Property that will significantly impair or interfere with the Conservation Values (the "Purpose"). More specifically, the primary purpose of this Easement is to ensure that the Property remains available for agricultural use by preserving and protecting its agricultural soils and agricultural viability and productivity, as well as its forest habitat and scenic and open space characteristics.

3.2. Climate Change Resilience. The Parties recognize that climate change may significantly alter the Property and the Parties intend to adapt to changes over time and intend to help the land remain healthy and viable in the face of future changes to the climate or ecology of the area. The terms of the easement should be interpreted in a way that will most effectively preserve the Conservation Values herein.

3.3. Stewardship Plan. To further the Purpose of this Easement, Grantee and Grantor may mutually develop a plan for stewardship of the Property ("Stewardship Plan").

3.4. Interpretation of the Easement.

3.4.1. The Parties intend that this Easement be interpreted in a manner consistent with its Purpose.

3.4.2. The Parties intend that this Easement be interpreted to confine the Grantor's use of the Property to such activities that are consistent with the Purpose and terms of this Easement. At the same time, the Parties intend, and this Easement is structured, to give Grantor flexibility and discretion to undertake activities that are consistent with the Purpose and terms of this Easement as further set forth in this Easement.

3.5. No Public Rights Conveyed Through Easement. The Parties acknowledge that, except as specifically provided herein, Grantor does not grant, expand or extend any rights to the general public through this Easement, including without limitation, any rights of public access to, on or across, or public use of, the Property.

4. RIGHTS CONVEYED TO GRANTEE

To accomplish the Purpose of this Easement, the following rights are conveyed by Grantor to Grantee by this Easement:

4.1. Identification and Protection. To identify, preserve and protect in perpetuity and to enhance by mutual agreement the Conservation Values of the Property.

4.2. Access.

4.2.1. To enter the Property at mutually agreeable dates and times and upon prior written notice to Grantor, but no less than once annually, for the purpose of: (a) identifying the current uses and practices on the Property and the condition of the Property, and (b) monitoring the uses and activities on the Property to determine whether they are consistent with this Easement.

4.2.2. To enter upon the Property, at a mutually agreeable date and time and upon reasonable prior notice to Grantor, to inspect the Property after major natural events, such as fires, windstorms, and floods.

4.2.3. To enter the Property at such other times as are necessary if Grantee has a reason to believe that a violation of the Easement is occurring or has occurred, for the purpose of mitigating or terminating the violation and otherwise

enforcing the provisions of this Easement. Prior to entry, Grantee must provide Grantor at least 24 hours' notice, and describe the basis of the reasonable belief that a violation is occurring or has occurred on the Property, provided, however, that Grantor understands and agrees that such notice may be less than 24 hours in the event Grantee reasonably believes there is an ongoing violation of the Easement that is harming the Conservation Values.

4.2.4. Grantee shall exercise its access rights in compliance with applicable law and in a manner that will not materially disturb or interfere with Grantor's reserved rights, any other person's lawful use of the Property, or Grantor's quiet enjoyment of the Property.

4.2.5. Grantor shall not unreasonably withhold or delay its consent to dates and times of access proposed by Grantee.

4.3. Injunction and Restoration. To enjoin any use of, or activity on, the Property that is inconsistent with the Purpose of this Easement, including trespasses by members of the public, and to require or undertake the restoration of such areas or features of the Property as may be damaged by uses or activities inconsistent with the provisions of this Easement, all in accordance with Section 9.

4.4. Enforcement. To enforce the terms of this Easement, consistent with Section 9.

4.4. Assignment. To assign, convey, or otherwise transfer Grantee's interest in the Property in accordance with Section 14.

4.5. Development Rights. All unused development rights (except such as are specifically reserved herein) that are now or hereafter allocated to, implied, reserved, or inherent in the Property, and the Parties agree that such rights are terminated and extinguished, and may not be used on or transferred to any portion of the Property as it now or hereafter may be bounded or described, or to any other property adjacent or otherwise, or used for the purpose of calculating permissible lot yield or density of the Property or any other property.

4.6 Signage. Grantee shall have the right to erect and maintain a sign or other appropriate marker on the Property, visible from a public road, bearing information indicating that the Property is protected by this Easement and held by Grantee. The sign may also name the funding sources for the acquisition of the Easement to the extent required by the funding sources. The location and design of the sign shall be determined by mutual consent of Grantor and Grantee. The dimensions of such sign shall not exceed four (4) feet by four (4) feet. Grantee shall be responsible for the costs of erecting and maintaining (keeping in good condition and repair) such sign or marker.

4.7. Invasive Non-Native Species. Grantor and Grantee commit to work together over the coming years to explore and implement reasonable methods of controlling or eradicating invasive non-native species on the Property.

4.8. Native Species. Grantor and Grantee commit to work together over the coming years to encourage the establishment of appropriate native species on the Property.

4.9 Boundaries/Survey. Before accepting this Easement, Grantee had the Property and its land use areas professionally surveyed and marked. It shall be Grantor's obligation to keep the boundaries of the Property, and any land use areas therein, clearly marked. In the event boundaries are not adequately clear or marked and Grantor fails to accurately mark within a reasonable time after notice by Grantee, Grantee shall have the right to engage a professional surveyor to re-establish and re-mark boundaries of the Property or any part thereof. The costs associated with such survey work shall be paid by the Grantor only if and to the extent necessary to determine if a breach of this Conservation Easement has occurred on the Property or a land use area thereof.

5. USES AND ACTIVITIES CONSISTENT WITH THE PURPOSE OF THE EASEMENT

5.1. General. Grantor reserves for Grantor and Grantor's personal representatives, heirs, successors, and assigns, all rights accruing from Grantorship of the Property, including the right to engage in, or permit or invite others to engage in, any use of, or activity on, the Property that is not inconsistent with the Purpose of the Easement and that is not prohibited by this Easement. Without limiting the generality of this subsection, Grantor specifically reserves for Grantor and Grantor's personal representatives, heirs, successors, and assigns, the uses and activities listed in this Section 5, which shall be considered permitted uses and activities under the Easement.

5.2. Compliance with Regulatory Requirements. All reserved and permitted uses and activities under this Easement shall be carried out in a manner that complies with all applicable federal, state, and local laws, regulations and requirements.

5.3. Agricultural Activities. Grantor may engage in, and allow others to engage in, Agricultural Activities (as defined below) in the Agricultural Zone and in portions of the Forest Zone on the Property, as further provided for and limited in this Section 5 and in Section 6:

5.3.1. As used herein, "Agricultural Activities" shall mean the commercial production of horticultural (as long as topsoil is not removed from the Property),

viticultural, floricultural, dairy, apiary, vegetable, or animal products, including but not limited to crops commonly found in the community surrounding the Property, field crops, fruits, vegetables, horticultural specialties, livestock or livestock products, or the commercial production of berries, grain, hay, straw, seed, or Christmas trees not subject to the excise tax imposed by Chapter 84.33 RCW, and all conditions and activities occurring on a farm in connection with such commercial production, including, but not limited to, noise; odors; dust; fumes; operation of machinery and irrigation pumps; movement, including, but not limited to, use of current county road ditches, streams, rivers, canals, and drains, and use of water for agricultural purposes; ground and aerial application of seed, fertilizers, conditioners, and plant protection products; employment and use of labor; roadway movement of equipment and livestock; protection from damage by wildlife; prevention of trespass; marketed produce at roadside stands or farm markets; and construction and maintenance of buildings, fences, roads, bridges, ponds, drains, waterways, and similar features and maintenance of streambanks and watercourses.

5.3.2. Agricultural Activities shall also include such "Accessory Uses," as defined in RCW 36.70A.177(3)(b), that are related to the permitted Agricultural Activities on the Property, that maintain the primacy of, and are subordinate to, the farmland character and use of the Property, that are compatible with the Conservation Values, and that provide supplemental income. Such Accessory Uses may include, by way of example, farm tours, work experiences, petting zoos, pumpkin patches, corn mazes and hay rides. Accessory Uses are allowed in the Forest Zone, provided no trees are cut for such uses and such uses do not otherwise cause damage to, whether directly or indirectly, the Forest Zone.

5.3.3. Agricultural uses shall be in accordance with a farm plan ("Farm Plan") established before the Effective Date of this Easement and, within Grantor's discretion, prepared by either i) Grantor or a third party conservation professional, and approved by the Grantee; or ii) in coordination with the Clallam Conservation District, or its successor. Any current or future agricultural uses in the Forest Zone shall be included in the Farm Plan. The Farm Plan will be amended periodically to accommodate changes in site conditions due to climate change and/or other ecological changes.

5.3.4. All Agricultural Activities shall be carried out in accordance with applicable law; 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 necessary to identify, protect, preserve, maintain and conserve in perpetuity, and to enhance, restore, or improve the Conservation Values consistent with the Purpose and terms of this Easement.

5.3.5. All Agricultural Activities, including without limitation the application of agricultural chemicals, shall be carried out in such a manner as to not cause damage to, whether directly or indirectly, the Forest Zone.

5.4. Forest Management. As the primary purpose of the Forest Zone is to protect and support the Habitat Values and the Scenic and Open Space Values under this Easement, Grantor may remove trees from the Property only when required for safety, fire protection, salvage purposes, pest control, disease control, restoration, domestic use, or as necessary to i) achieve the goals for long-term forest and habitat health under Section 5.4.4 below, or ii) benefit Agricultural Activities within the Agricultural Area and residential and other permitted uses within the Building Envelope (the "Forestry Activities"). All Forestry Activities on the Property shall be carried out in compliance with the Purpose and terms of this Easement. Grantor shall not engage in or permit any Forestry Activities that would preclude the opportunity for agricultural activity within the Agricultural Area. The provisions of this Section 5.4 are inapplicable to the commercial production of Christmas trees not subject to the excise tax imposed by RCW 84.33.130 through 84.33.140.

5.4.1 Except for de minimis forest uses, such as harvest of trees for firewood and other domestic use on the Property, all Forest Activities shall be performed in accordance with a written sustainable Forest Management Plan (FMP) that conforms with this Section 5.4 and the remainder of this Easement. Trees larger than twelve (12) inches diameter at breast height (DBH) shall not be removed for de minimis forest uses. Before any non-de minimis Forestry Activities (including without limitation removal due to a catastrophic event under Section 5.4.2 below or for forest health or habitat improvement purposes), Grantor shall submit the FMP to Grantee for approval in accordance with the approval provisions of Section 7. The FMP may be prepared as a subset of any Stewardship Plan. In the event of any discrepancy or conflict between the FMP and this Easement, the Easement shall control.

5.4.2 Forestry standards concerning standing dead trees and downed logs in effect at the time of removal will be met or exceeded, recognizing that standing dead trees and downed logs provide wildlife habitat and nesting sites and should be preserved where possible. Trees presenting a hazard to persons or property may be removed. In the event of a catastrophic event, such as fire, blow-down, disease or insect infestation, tree removal will be allowed with notice to Grantee under Section 7 and in accordance with existing regulatory standards.

5.4.3 Expansion of the Agricultural Zone into the Forest Zone is permitted, subject to the following requirements:

5.4.3.1. Grantor gives notice to Grantee for such expansion in accordance with the notice provisions of Section 7;

5.4.3.2. Such expansion is accounted for in the FMP as previously approved by Grantee;

5.4.3.3. Trees larger than twelve (12) inches DBH shall not be removed, trimmed or otherwise modified for such agriculture expansion purposes; and

5.4.3.4. Such expansion otherwise complies with this Easement.

5.4.4 All Forestry Activities in the Forest Zone shall be performed in a manner consistent with the promotion of long-term forest and habitat health, and towards the following specific goals for the future condition of the Forest Zone, which goals shall be incorporated into the FMP:

5.4.4.1. A structurally diverse forest stand, with variable species and age classes;

5.4.4.2. Well-distributed large-diameter trees (thus the restrictions on removal of trees larger than 12" DBH);

5.4.4.3. Well-distributed standing dead trees throughout the property; and

5.4.4.4. Downed logs and other woody debris well-distributed on the forest floor.

5.4.5 Additional forest uses may be permitted subject to review and approval from Grantee in accordance with the approval provisions of Section 7, provided all such additional uses shall be consistent with the Purpose of this Easement and shall be added to the FMP.

5.5. Maintenance and Construction of Buildings and Other Improvements.

5.5.1. Maintenance of Existing Improvements. Grantor may maintain, repair, replace or decommission structures, fences, roads, utilities and other permanent improvements ("Improvements") existing on the Property as of the Effective Date of this Easement, as identified in the Baseline Documentation, provided that such activities are carried out in a manner that is consistent with the Easement's Purpose, and in compliance with the limitations on Improvements and Impervious Surfaces (as defined in Section 6.10 below) set forth in Section 6, and subject to all applicable local, state and federal laws, regulations and permit requirements.

5.5.2. Construction of New Improvements and Expansion of Existing Improvements Within the Building Envelope. So as to encourage the clustering of residential uses and other structures within a designated area, thereby both protecting the Conservation Values and preventing conflicts between agriculture and forest habitat and residential uses, except as otherwise expressly provided in this Section 5.5., all new Improvements must be located within the building envelope containing approximately 1.97 acres, as described and shown in **Exhibit C**. Grantor may construct additional Improvements (or expand or enlarge existing Improvements) within the Building Envelope, including residential structures as otherwise permitted in this Section 5.5, provided that, for any new or expanded Impervious Surfaces in the Building Envelope over One Hundred Square Feet (100 s.f.), Grantor shall notify Grantee in writing at least fifteen (15) days before the intended action, and otherwise in accordance

with Section 7. All such activities shall also comply with the limitations on Improvements and Impervious Surfaces set forth in Section 6 below.

5.5.3. Reservation of Residential Dwelling Unit(s). “Single-Family Residential Dwelling Unit” (hereafter, “the Residence”) as used in this Easement means: A dwelling unit which qualifies as a “single-family dwelling” under Clallam County Code. Grantor reserves the right to maintain, repair, replace, locate, construct and use one Residence on the Property (if otherwise allowed under applicable zoning and other regulations), which Residence shall be located only within the Building Envelope described above and is subject to the Impervious Surfaces limitation and other restrictions on new Improvements provided in Section 6 below. As of the Effective Date of this Easement, there is one (1) Residence on the Property as identified in the Baseline Documentation. The Residence’s heated and livable area must not exceed Three Thousand square feet (3,000 s.f.) in size. The square footage limit is intended to prevent the Property being primarily used as a large residential estate, thereby helping ensure agriculture remains the primary purpose of the Property. Any structures associated with the Residence (e.g. a garage, workshop, and/or storage shed to the extent permitted by Clallam County) must also be located within the Building Envelope. No more than one Residence in total will be permitted on the Property regardless of a) the Property consisting of four (4) preexisting tax parcels; b) whether the land is further subdivided (subject to the subdivision limitations in Section 6.3 below); or c) future comprehensive plan and zoning designations of the Property.

5.5.4. Construction of New Improvements and Expansion of Existing Improvements Outside the Building Envelope. Except for roads and trails under Section 5.8 below and water supply-related improvements under Section 5.12 below, Grantor shall not construct or locate new Improvements or expand or enlarge existing Improvements outside the Building Envelope. This limitation does not apply to Minor Agricultural Improvements (defined in Section 6.10.2 below).

5.6. Water Rights. Grantor and Grantee agree that the Water Rights must be exercised on the Property to ensure the protection of the Conservation Values. Grantor may exercise the Water Rights by putting them to any beneficial use that is not inconsistent with the Purposes and terms of this Easement, and that is not otherwise prohibited herein. Grantor may maintain, repair, and if destroyed, reconstruct, any existing facilities relating to the Water Rights, such as ditches, pipes, facilities, and other infrastructure.

5.6.1. The Parties recognize that adverse environmental conditions, such as drought, occur from time-to-time, and that such conditions may pose a more significant threat to the natural environment and life-sustaining ecological diversity of streams, rivers, lakes and reservoirs than to the Conservation Values of the Property. Therefore, the Parties agree that the Grantor may enter into legally-enforceable water leases, contracts, emergency water loans, or similar agreements for conservation purposes to temporarily increase instream flows and/or water levels in streams, rivers,

lakes, and/or reservoirs to preserve the natural environment of such water body(s), provided that the Grantee has i) given its prior written consent to such arrangements; and ii) otherwise determined that such use would not jeopardize the long-term Conservation Values of the Property.

5.7. Recreation and Education. Grantor may engage in, and allow others to engage in recreational and/or educational activities on the Property. Recreational activities are limited to passive uses such as hiking and bird watching, and other forms of passive recreation that do not require site modification, provided, however, that temporary or seasonal outdoor activities or events are allowed as limited in Section 6.5 below. All forms of developed recreation or recreation that adversely impacts the Conservation Values are prohibited. All recreational and educational activities on the Property shall be carried out in compliance with the Purpose and terms of this Easement, and in a manner that maintains the primacy of, and remains subordinate to, the farmland character and use of the Property.

5.8. Roads and Trails. Existing roads and trails, as identified in the Baseline Documentation, may be maintained and repaired in their current form and location. New roads and trails may be constructed and existing roads and trails may be expanded in order to serve the Building Envelope and/or support the Agricultural Activities, and trails may be constructed and expanded in the Forest Zone, provided that i) paved surfaces are prohibited outside the Building Envelope; ii) gravel and other non-pavement Impervious Surfaces (as defined in Section 6.10) are allowed outside the Building Envelope but count towards the Impervious Surface limit in Section 6.10; and (iii) Grantor notifies Grantee of the design and location of any new or expanded roads and trails in accordance with Section 7.

5.9. Commercial Activities. The conducting of a business in the Building Envelope is permitted, provided that all commercial activity is conducted in a manner and intensity that is consistent with the Purpose of this Easement.

5.10. Alternative Energy Facilities. Renewable energy sources (micro-hydro, micro-wind or micro-solar power) may be installed on the Property for the purpose of generating energy for the agricultural and residential needs of the Property, provided Grantor obtains Grantee's prior written approval in accordance with Section 7 and provided such installations are: i) located within the Building Envelope; ii) in compliance with Section 5.5.2 and the Impervious Surfaces limit of Section 6.10; and iii) otherwise consistent with the purposes of the Easement. Grantor may sell excess power generated in the operation of such renewable energy sources consistent with the Purpose and terms of this Easement.

5.11. Fences. The construction and maintenance of fences within or around the Agricultural Zone and Building Envelope is permitted; provided that the design and location shall not interfere with the Conservation Values of the Property (including not preventing wildlife passage in and out of the Forest Zone).

5.12. Irrigation, Wells and Water Supply. The installation and maintenance of new and/or existing irrigation pipes, facilities, and other infrastructure for irrigation or extensions of existing irrigation systems is permitted subject to prior consent of Grantee as provided for in Section 7. Grantor also reserves the right to dig wells or otherwise supply water to the Property, provided that such infrastructure and activities are carried out in compliance with federal, state and local regulations and in a manner that does not impact the Conservation Values. Grantor also reserves the right to use water from existing wells for Agricultural Uses, or residential purposes, in accordance with the relevant water right.

5.13. Composting and Storage of Wastes. The composting and use of organic and vegetative waste resulting from uses and activities on the Property, consistent with the Purpose of this Easement, and the storage of other wastes generated by uses and activities on the Property consistent with the Purpose of this Easement, is permitted; provided that such other wastes are stored temporarily in appropriate containment for removal at reasonable intervals and in compliance with applicable federal, state, and local laws, and provided that such composting, use, and storage shall not be located in the Forest Zone unless part of a Farm Plan or Forest Management Plan under Sections 5.3 and 5.4 above.

5.14. Signs. The placement of signs on the Property to advertise for sale or rent, to state the conditions of access to the Property or to acknowledge the placement of this Easement on the Property; provided that such signs are located to preserve, as much as possible, the undisturbed Conservation Values of the Property including without limitation its scenic open space values. Signs in excess of four (4) feet by four (4) feet in area need prior written approval by Grantee of sign location and design.

5.15. Protection of Public Health or Safety. The undertaking of other activities necessary to protect public health or safety on the Property, or that are actively required by and subject to compulsion of any governmental agency with authority to require such activity; provided that any such activity shall be conducted so that interference with the Conservation Values of the Property is avoided, or, if avoidance is not possible, minimized to the extent possible.

5.16. Creation of Mortgage Liens. The creation of consensual liens, whether by mortgage, deed of trust, or otherwise, for the purpose of securing repayment of indebtedness of the Grantor is allowed, so long as such liens shall remain subordinate to this Easement.

5.17. Restoration and Habitat Enhancement Activities. In accordance with a plan approved in writing in advance by Grantor and Grantee (which may be part of a Stewardship Plan under Section 3.3 above), and subject to any permitting required by applicable laws or regulations, Grantor may engage in, and allow others to engage in, any activity to enhance the wildlife and plant habitat on the Property ("Habitat Activities") provided such Habitat Activities do not interfere with the opportunity for agriculture in the Agricultural Zone. All Habitat Activities shall be carried out in compliance with the Purpose and terms of this Easement, and in compliance with all federal, state, and local laws and regulations.

5.18. Carbon Credits.

5.18.1 Grantor's Reserved Right. Grantor reserves the right to sell, trade, or exchange carbon credits associated with the Property, provided that any sales, trades, or exchanges shall be exercised in a manner that is consistent with this Easement, and provided that notice is provided to Grantee as indicated in Section 7.

5.18.2 Subordinate to Easement. All such agreements, and any management of such natural resources in accordance with such agreements, or to accomplish such sales, trades or exchanges, shall be subject and subordinate to this Easement and any third-party beneficiary rights hereunder, and Grantor shall at all times remain responsible for compliance with this Easement. Grantor and Grantee acknowledge that, because the conservation interests protected by this Easement shall not be adversely affected by any subsequent agreements, exchanges or trades, and the only interest affected shall be Grantor's interest, any compensation received by Grantor for such agreements, exchanges or trades shall be payable in its entirety to Grantor. Grantee is not responsible for monitoring any such activities for compliance with carbon sequestration, and Grantee has no obligation to enforce compliance with carbon sequestration. Grantor and Grantee acknowledge and agree that this reserved right does not include the right to exchange, trade, extract, license, lease, transfer, or sell topsoil, minerals, or water located on the Property.

5.18.3 No Conflict with RCO Funding Purpose. In the event RCO is a Beneficiary under this Easement, properties (such as the Property) acquired or encumbered with state funding assistance from RCO may be enrolled in carbon credit and other payments for ecosystem service market programs to the extent that activities generating the credits or payments do not conflict or interfere with the RCO funding purpose. Through such markets, funded properties may be used to leverage the state's investment to secure a source of income for stewardship and maintenance of conserved properties or future property acquisitions in accordance with RCO's income use policy and Washington Administrative Code 286-13-110.

5.19. Stewardship Activities. The undertaking of any activity performed pursuant to a Stewardship Plan, if the Parties establish such plan under Section 3.3 above. In the event of any discrepancy or conflict between the FMP or the Farm Plan and this Easement, the Easement shall control.

6. USES AND ACTIVITIES INCONSISTENT WITH THE PURPOSE OF THE EASEMENT

6.1. General. Any use of, or activity on, the Property inconsistent with the Purpose 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 this subsection, the uses of, or activities on, the Property detailed in this Section 6, though not an exhaustive list, are inconsistent with the Purpose of this Easement and shall be prohibited; except as expressly provided for in Section 5 or as limited in this Section 6.

6.2. No Conversion to Incompatible Uses. Grantor shall not convert the Property to industrial or suburban/residential development (other than as permitted under Section 5) or to any other use that is inconsistent with the Purpose of this Easement. Only the one Residence as described in section 5.5.3 is allowed on the Property. Accessory Dwelling Units, as defined by Clallam County Code, are prohibited.

6.3. Subdivision; Unified Grantorship. The subdivision of the Property, either legally or in a "de facto" manner, which shall include, but not be limited to, any subdivision, short subdivision, platting, binding site plan, testamentary division, or other process by which the Property is divided into lots, is prohibited. The foregoing prohibition of the legal or "de facto" subdivision of the Property shall be binding on Grantor, and Grantor's personal representatives, heirs, successors, and assigns. Further, Grantor hereby covenants and agrees that, regardless of the number of underlying individual tax parcels encumbered by this Easement and regardless of the ownership of the Building Envelope tax parcel by a different entity than the rest of the Property as of the Effective Date, the Property shall be held hereafter as an undivided tract of land in perpetuity, and any and all subsequent conveyances of any parcel(s) or anything less than the entire Property as one tract of land is prohibited as further provided in Section 6.21 below. This prohibition on separate conveyance of parcels shall be binding upon Grantor and Grantor's successors, heirs and assigns.

However, regardless of the foregoing, with prior written approval of Grantee, Grantor may subdivide and convey portions of the Property for land conservation purposes consistent with the Purpose of this Easement to another 501 (c)(3) non-profit land conservation organization that qualifies as an eligible assignee

under Section 14.1 below. Any portion of the Property conveyed pursuant to this provision shall remain subject to this Easement in all respects.

6.4. Water Rights.

6.4.1 In furtherance of the Purpose of this Easement, Grantor shall cooperate with Grantee to help assure the maintenance of the Water Rights.

6.4.2. Except as expressly provided in this Section 6.4, Grantor shall not transfer, encumber, sell, lease or otherwise separate the Water Rights.

6.4.3. Grantor shall not abandon, relinquish or otherwise lose or forfeit, by action or inaction, any of the Water Rights.

6.4.4. Grantor shall take affirmative actions to avoid such abandonment, relinquishment, loss or forfeiture of Water Rights, including but not limited to the following: i) exercising the Water Rights by putting them to beneficial use in accordance with Chapter 90.14 RCW; ii) seeking to place or enroll the Water Rights in the Washington State trust water rights program on a temporary basis, provided that any acquisition of the Water Rights by the State shall be expressly conditioned to limit its use to instream purposes and its duration to a term no longer than 10 years; or (iii) seeking to lease the Water Rights for use on land other than the Property for a term no longer than 10 years, with prior written notice to and consent of Grantee, after obtaining approval in accordance with RCW 90.03.380, 90.03.383, 90.03.390, or 90.44.100 for a temporary transfer or change of the Water Rights; provided, however, that any such lease shall require the lessee to make beneficial use of the Water Rights in accordance with Chapter 90.14 RCW and for Agricultural Activities only (collectively "Water Rights Maintenance Actions"). If Grantor is unable to take the Water Rights Maintenance Actions and the Water Rights are under threat of abandonment, relinquishment, loss or forfeiture, Grantor shall upon Grantee's request convey ownership of said Water Rights to Grantee for Grantee's use in order to maintain the opportunity for agricultural activity on the Property or elsewhere in Clallam or Jefferson Counties.

6.4.5. Any relinquishment, loss or forfeiture of the Water Rights shall not be deemed or construed to be a waiver of Grantee's rights under this Easement or to defeat the Purpose of this Easement, and shall not otherwise impair the validity of this Easement or limit its enforceability in any way.

6.5 Limitations on Industrial and Commercial Uses. Industrial or commercial activities on the Property are prohibited except for the following:

1. Temporary or seasonal commercial outdoor activities or events that do not harm the agricultural use or grazing and grassland use, future agricultural viability, and related conservation values of the Property herein protected.

2. Conducting a business within the Building Envelope in accordance with Section 5.9, including small-scale retail enterprises compatible with agriculture, including but not limited to cafés, shops, and studios for arts or crafts and similar commercial activities otherwise allowed under applicable laws and regulations;

3. Agricultural Activities and Accessory Uses identified under Section 5.3;

4. Commercial sale of trees that can be harvested under section 5.4.

6.6. Limitations on Agricultural Use.

6.6.1. The establishment or maintenance of a commercial feedlot is prohibited. For purposes of this Easement, a commercial feedlot is defined as a permanently constructed confined area or facility within which the land is not grazed or cropped annually, and that is used to receive livestock that are confined solely for the purpose of growing or finishing. However, seasonal confinement of animals raised on the Property and year-round confinement for the commercial production of dairy products on the Property are expressly permitted. Further, nothing in this Section shall prevent Grantor from leasing pasture for the grazing of livestock owned by others.

6.6.2. Grantor shall not engage in, or permit others to engage in, the commercial production of cultivated marine or freshwater aquatic products on the Property.

6.7. Recreational Activity. Commercial recreational activities are prohibited on the Property, provided that this prohibition is not intended to apply to any Agricultural Activities permitted under Section 5.3, including without limitation to farm tours, “u-pick” operations or the commercial production of meat, eggs, produce and other agricultural products not subject to the excise tax imposed by RCW 84.33, or to commercial outdoor activities or events under Section 6.5.

6.8. Utilities. The above ground installation of new utility systems or extensions of existing utility systems, including, without limitation, water, sewer, power, fuel, and communication lines and related facilities, is prohibited outside the Building Envelope or the Agricultural Zone identified in **Exhibit B**.

6.9. Construction. The placement or construction of any buildings, structures, or other improvements of any kind (including, without limitation, pipelines, wells, septic systems, drain fields, fences, roads, and parking areas) except as provided in Section 5 and subject to the below Impervious Surface limitation(s).

6.10. Impervious Surface Limitations.

6.10.1. Impervious Surfaces are prohibited outside of the Building Envelope shown on **Exhibit B** and **Exhibit C**, except as permitted in Section 5.8. 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 graveled, paved, or made of packed or oiled earthen materials, or other surfaces that similarly impede the natural infiltration of surface and storm water. Impervious Surfaces do not include an open uncovered flow control or storage area or water quality treatment facility—such as manure lagoons or above ground manure storage structure— provided that the construction and maintenance of such area or facility is for on-farm use and consistent with the Purpose and terms of this Easement. Impervious Surfaces also do not include any temporary agricultural structures, such as hoop houses or greenhouses, that do not require a concrete slab or a foundation. Impervious Surfaces also do not include public roads or other roads owned and controlled by third parties with superior rights to those conveyed to Grantee by this Easement.

6.10.2. The total area of the Property covered by Impervious Surfaces shall not exceed more than four percent (4%) of the area of the Property, or approximately 94,960 square feet (or 2.18 acres) based on the Property's overall size of 54.57 acres, provided, however, that unenclosed agricultural improvements such as corrals, hayracks, headgates, fences, ditches, culverts, stock tanks or other minor agricultural structures ("Minor Agricultural Improvements") may be constructed or placed on the Property, including outside the Building Envelope, and not count against the total limit on Impervious Surfaces. The Baseline Documentation includes details on the amount and general location of Impervious Surfaces existing as of the Effective Date of this Easement.

6.10.3. Agricultural improvements that are temporary in nature and constructed or placed over open, unimpeded soils for the purpose of animal breeding, rearing and/or safety and/or plant cultivation and/or forage, including without limitation calf hutch or shelters, "hoop houses" and "high tunnels," are also considered Minor Agricultural Improvements and exempt from the Impervious Surfaces limit. A "temporary" improvement for purposes of this Section 6.10.3 shall mean an

Improvement (as defined in Section 5.5 above) or agricultural-purpose vehicle (such as a chicken tractor for fertility) which is designed to be easily transported or dismantled after its function has been fulfilled and which is present in the same location on the Property less than six (6) months out of a calendar year, and which does not harm the Purpose of the Easement.

6.10.4. Except as permitted under Section 5 or elsewhere in this Section 6, new Impervious Surfaces are prohibited outside of the Building Envelope.

6.11. Alteration of Land. The alteration of the surface of the land, including, without limitation, the excavation, fill or removal of soil, sand, gravel, rock, peat, or sod; except as deemed necessary by Grantee to preserve or protect the Conservation Values of the Property.

6.12. Alteration of Water Courses. 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 deemed necessary by Grantee to preserve, protect or enhance the Conservation Values of the Property.

6.13. Erosion or Water Pollution. 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.

6.14. Waste Disposal.

6.14.1. Grantor may accumulate and store ashes, garbage or other waste ("Trash") on the Property only if such accumulation occurs in the normal course of domestic or Agricultural Activities on the Property. Long-term accumulation of Trash (i.e., exceeding one calendar year in time) may occur within areas designated by Grantor with prior notice to and written consent of Grantee as long as such waste is either destined for transfer off-site, or for incineration on-site, or, in the case of biodegradable material, composted on-site.

6.14.2. Grantor shall not otherwise dispose of or Release (or permit the disposal or release of) any Hazardous Substance on the Property. The term "Release" shall mean any release, generation, treatment, disposal, dumping, burying, or abandonment. The term "Hazardous Substance" shall mean any substances, materials, or wastes that are hazardous, toxic, dangerous, or harmful or are designated as, or contain components that are, or 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. The term

"Hazardous Substances" shall not include biosolids, herbicides, pesticides, rodenticides, insecticides, and fertilizers applied in accordance with federal, state, and local law. Any storage of Hazardous Substances shall be in accordance with federal, state, and local law.

6.15. Signs. The placement of commercial signs, billboards, or other advertising material on the Property except as provided in Section 5 and 6.

6.16. Mining. The exploration for, or development and extraction of, minerals and hydrocarbons on or below the surface of the Property. Any alteration of land permitted by this Easement 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. While a gravel pit exists in the northeast portion of one of the parcels owned by Gloria A. Davis Family Limited Partnership, such portion is specifically excluded from the Property covered by this Easement, as shown on the Site Map at Exhibit B.

6.17. Wildlife Disruption. The disruption of wildlife breeding, foraging and nesting activities.

6.18. Herbicides or Pesticides. The use of any herbicides or pesticides except as permitted in Section 5 and except as deemed necessary by Grantor and Grantee, mutually, to preserve, protect or enhance the Conservation Values of the Property.

6.19. Removal of Trees and Other Vegetation. The pruning, cutting down, or other destruction or removal of live and dead trees and other vegetation located on the Property; except as permitted in Section 5 or as deemed appropriate or necessary by Grantee to preserve, protect or enhance the Conservation Values of the Property.

6.20. Off-Road Vehicles. The operation of motorcycles, dune buggies, snow mobiles, or any other type of off-road motorized vehicles, except as part of Agricultural Activities under Section 5.

6.21. Limitation on Transfers.

6.21.1. Unless otherwise stated herein, for purposes of this Section 6.21, "Transfer" includes but is not limited to any sale, grant, lease, hypothecation, encumbrance, assignment, conveyance, or any transaction the purpose of which is to effect a sale, grant, lease, hypothecation, encumbrance, assignment, or conveyance.

6.21.2. Except as expressly provided herein, Grantor shall not undertake or permit any Transfer of any rights in the Property without prior notice to and

consent of Grantee as provided for in Section 7; provided, however, that such consent shall not be withheld unless Grantee determines that the proposed Transfer would be inconsistent with the Purpose and terms of this Easement.

6.21.3. The following shall require notice to but shall not require consent of Grantee: i) Any mortgage, deed of trust, real estate contract or similar document providing security for an indebtedness of Grantor, provided that such security interest shall be subject and subordinate to this Easement; or ii) any gift, bargain, sale or devise of fee simple absolute title to the Property, provided, however, that any such conveyance is of the entire Property in accordance with Section 6.3 above.

6.21.4. The following shall require no notice to or consent of Grantee: a leasehold interest for agricultural purposes and/or a lease of the Residence for residential purposes otherwise in conformance with this Easement, provided, however, that any such lease shall expressly describe this Easement.

7. NOTICE AND APPROVAL

7.1. Notice.

7.1.1. Grantor. Several provisions of this Easement require Grantor to notify Grantee prior to undertaking certain permitted uses and activities within the Property (e.g., transfer of Property). The purpose of requiring Grantor to notify Grantee prior to undertaking these permitted 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 of this Easement. Whenever such notice is required, Grantor shall notify Grantee in writing not less than sixty (60) days prior to the date Grantor intends to undertake the use or activity in question, unless otherwise provided for by this Easement. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed use or activity in sufficient detail to permit Grantee to make an informed judgment as to its consistency with the terms of this Easement and the Purpose thereof. Upon receipt of such notice, Grantee shall immediately forward a copy to each Beneficiary of this Easement.

7.1.2. Grantee. Several provisions of this Easement require Grantee to give notice to Grantor prior to undertaking certain activities within the Property (e.g., annual monitoring visit). Whenever such notice is required, Grantee shall notify Grantor in writing not less than thirty (30) days prior to the date Grantee intends to undertake the use or activity in question, unless otherwise provided for by this Easement. Grantee shall provide a copy of any such notice to each Beneficiary of this Easement concurrently with notice to Grantor.

7.2. Approval. Where approval by one of the parties is required under this Easement and no other timeline for consent is set forth elsewhere in this Easement, such approval shall be granted or denied in writing within sixty (60) days of receipt of a written request for approval, and such approval shall not be unreasonably withheld.

7.2.1. Grantor. If Grantor must undertake emergency action to protect health or safety on the Property or must act by and subject to compulsion of any governmental agency, Grantor may proceed with such action without Grantee's approval only if Grantor notifies Grantee prior to taking such action and Grantee cannot provide its approval, with or without conditions, within such time as is reasonable under the circumstances.

7.2.2. Grantee. Grantee's approval for any discretionary consent permitted by this Easement may be withheld only upon a reasonable determination by Grantee that the use or activity as proposed would be inconsistent with the Purpose of this Easement. Grantee's approval may include reasonable conditions that must be satisfied in undertaking the proposed use or activity. Approval by a Beneficiary is also required only if and when specified elsewhere in this Easement.

7.2.3. Beneficiary. Where consent by a Beneficiary is required under this Easement, the Beneficiary shall grant or withhold its consent within thirty (30) days of receipt of Grantee's written decision to grant or withhold consent or within ninety (90) days of receipt of Grantor's written request for consent, whichever comes later. Consent by a Beneficiary is required only if and when specified in this Easement.

7.2.4. Failure to Grant or Deny Approval Within the Required Time. Any failure to timely respond to a request for consent as set forth in in this Section 7 shall be deemed a denial of the proposed use or activity in question. Any constructive denial under this Section 7.2.4 shall not prevent the requesting party from making another request for the desired action.

7.3. Optional Consultation. If Grantor is unsure whether a proposed use or activity is prohibited by this Easement, Grantor may consult Grantee by providing Grantee a written notice describing the nature, scope, design, location, timetable, and any other material aspect of the proposed use or activity in sufficient detail to permit Grantee to make an informed judgment as to its consistency with the Purpose of this Easement and to provide comments thereon to Grantor. This subsection does not itself impose a requirement of prior approval of the activity described in any such notice.

7.4. Addresses. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class certified mail, postage prepaid, or by facsimile (if available) with original dispatched by certified mail, addressed as

follows, or to such other address as either party from time to time shall designate by written notice to the other:

To Grantor: Gloria A. Davis Family Limited Partnership and Dana Davis
Attn: Dana Davis
834 Evans Road
Sequim, WA 98382

To Grantee: North Olympic Land Trust
Attn: Conservation Director
P.O. Box 2945
Port Angeles, Washington 98362

To Beneficiaries: Jamestown S’Klallam Tribe
Attn: Habitat Program Manager
1033 Old Blyn Highway
Sequim, WA 98382

Recreation and Conservation Office (*if a Beneficiary*)
Attn: Deputy Director
1111 Washington Street
PO Box 40917
Olympia, WA 98504-0917

Department of Ecology (*if a Beneficiary*)
Attn: SEA Program Manager
Washington State Department of Ecology
SEA Program
P.O. Box 47600
Olympia, WA 98504 – 7600

or to such other address as a party designates by written notice to the other.

8. DISPUTE RESOLUTION

8.1. Preventive Discussions. Grantor and Grantee will promptly give the other notice of problems or concerns arising in connection with the other’s actions under the Easement or the use of or activities or conditions on the Property, and will meet as needed, but no later than fifteen (15) days after receipt of a written request for a meeting, to minimize the same.

8.2. Mediation. If the Parties disagree as to the consistency of any proposed use or activity with the Purpose or terms of this Easement and the Parties are unable to resolve such disagreement through unassisted preventive discussions between themselves, and if Grantor agrees not to proceed with the use or activity pending resolution of the dispute, Grantor or Grantee may refer the dispute to mediation by request made in writing upon the other, and with notice to Beneficiary to this Easement (who have full discretion to participate or not to participate in the mediation). Within ten (10) business days of the receipt of such a request, the parties to the mediation ("Mediation Parties") shall select a single impartial mediator. Mediation shall then proceed in accordance with the following guidelines:

8.2.1. Purpose. The purpose of the mediation is to: (a) promote discussion among the Mediation Parties; (b) assist the Mediation Parties to develop and exchange pertinent information concerning the issues in dispute; and (c) assist the Mediation Parties to develop proposals which enable them to arrive at a mutually acceptable resolution of the controversy. The mediation is not intended to result in any express or de facto modification or amendment of the terms, conditions or restrictions of this Easement.

8.2.2. Participation. The mediator may meet with the Mediation Parties and their counsel jointly or ex parte. The Mediation Parties agree that they will participate in the mediation process in good faith and expeditiously, attending all sessions scheduled by the mediator. Representatives of all Mediation Parties with settlement authority will attend mediation sessions as requested by the mediator.

8.2.3. Confidentiality. All information presented to the mediator shall be deemed confidential and shall be disclosed by the mediator only with the consent of the Mediation Parties or their respective counsel. The mediator shall not be subject to subpoena by any party. No statements made or documents prepared for mediation sessions shall be disclosed in any subsequent proceeding or construed as an admission of a party. Records of mediation communications shall be exempt from the requirements of Chapter 42.56 RCW (Washington State Public Records Act) to the extent provided for in Chapter 7.07 RCW (Washington State Uniform Mediation Act).

8.2.4. Time Period. Neither party shall be obligated to continue the mediation process beyond a period of sixty (60) days from the date of receipt of the initial request or if the mediator concludes that there is no reasonable likelihood that continuing mediation will result in a mutually agreeable resolution of the dispute.

8.2.5. Costs. The costs of the mediator shall be borne equally by the Parties; the Mediation Parties shall bear their own expenses, including attorneys' fees, individually.

9. REMEDIES

9.1. Notice of Violation, Corrective Action. If Grantee determines that Grantor is in violation of the terms 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 Property resulting from any use or activity inconsistent with the Purpose of this Easement, to restore the portion of the Property so injured to its prior condition in accordance with a plan approved by Grantee.

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

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

9.2.2. Under circumstances where the violation cannot reasonably be cured within a thirty (30) day period, fails to begin curing the violation within the thirty (30) day period and fails to continue diligently to cure such violation until finally cured.

9.3. Grantee's Action. Grantee may bring an 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 any of the Conservation Values; and to require the restoration of the Property to, at minimum, the condition that existed prior to any such injury. Without limiting Grantor's liability therefor, Grantee, in its sole and absolute discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Property, provided, however, that Grantee shall obtain each Beneficiary's consent before applying any such damages. 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. Despite any other provision of this Easement to the contrary, 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, without participation in dispute resolution as provided for in Section 8, and without waiting for the period provided for cure to expire. Grantee shall notify Grantor of such action as soon as practicable after invoking this Section 9.4.

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 may be 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 that could result from a breach of this Easement by Grantor may be impractical or extremely difficult to measure, the Parties agree that the damages Grantee is to recover from Grantor shall include the following:

9.6.1. With respect to the construction of any Improvement prohibited by this Easement, which is not subsequently removed and the Property restored to its previous condition within a reasonable amount of time specified by Grantee, then damages shall include amounts equal to the greater of:

9.6.1.1. the actual cost of such Improvement; or

9.6.1.2. the increase in the fair market value of the Property, and of any other real property owned by Grantor, attributable to such Improvement; or

9.6.1.3. the actual cost of removing such Improvement and restoring the Property to its previous condition.

9.6.2. With respect to any use or activity prohibited by this Easement, whether or not involving the construction or maintenance of Improvements, an amount equal to any economic gain realized by the Grantor or any other party, commencing from the date of breach; and

9.6.3. Any other damages and remedies allowable under Washington law, including, but not limited to, restoration of lost or damaged Conservation Values, in which case Grantor shall permit Grantee and its agents and contractors to enter the Property and conduct restoration activities.

9.7. Costs of Enforcement. In the event Grantee must enforce the terms of this Easement, the costs of restoration necessitated by acts or omissions of Grantor, its agents, employees, contractors, family members, invitees or licensees in violation of the

terms of this Easement and Grantee's reasonable enforcement expenses, including attorneys' and consultants' fees, shall be borne by Grantor or those of its personal representatives, heirs, successors, or assigns, against whom a judgment is entered. In the event that Grantee secures redress for an Easement violation without initiating or completing a judicial proceeding, the costs of such restoration and Grantee's reasonable expenses shall be borne by Grantor and those of its personal representatives, heirs, successors, or assigns who are otherwise determined to be responsible for the unauthorized use or activity. If Grantor ultimately prevails in any judicial proceeding initiated by Grantee to enforce the terms of this Easement, each party shall bear its own costs.

9.8. Discretion in Enforcement. 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 terms of this Easement by Grantor, its agents, employees, contractors, family members, invitees, or licensees shall not be deemed or construed to be a waiver by Grantee of such term 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 Grantor shall impair such right or remedy or be construed as a waiver.

9.9. Waiver of Certain Defenses. Grantor acknowledges that it has carefully reviewed this Easement and has had the opportunity to consult with legal counsel regarding its terms and requirements. Grantor further acknowledges that Grantee and its successors and assigns have limited resources for monitoring compliance with the terms of this Easement. In recognition of these facts, and in full knowledge of the provisions of this Easement, Grantor hereby waives any claim or defense it may have against Grantee or its successors or assigns under or pertaining to this Easement based upon abandonment, adverse possession, waiver, laches, estoppel, or prescription relating to the Property or this Easement. Except for the foregoing, Grantor specifically retains any and all rights it has under the law as Grantor of the Property, including but limited to the right to make claims against Grantee for any breach by Grantee of the terms of this Easement.

9.10. Acts Beyond Grantor's Control. Neither Grantor nor Grantee shall be in default or violation as to any obligation created hereby and no condition precedent or subsequent shall be deemed to fail to occur if such party is prevented from fulfilling such obligation by, or such condition fails to occur due to:

a. Actions by one or more trespassers upon the Property, provided it shall be Grantor's burden to demonstrate that a trespasser caused a violation and that Grantor could not reasonably have anticipated or prevented such violation;

b. Forces beyond such party's reasonable control, including without limitation, destruction or impairment of facilities resulting from breakdown not resulting from lack of ordinary care and maintenance, flood, earthquake, slide, storm, lightning, fire, epidemic, war, riot, civil disturbance, sabotage, proceeding by court or public authority, or act or failure to act by court, public authority or third party, which forces by exercise of due diligence and foresight such party could not reasonably have expected to avoid; or

c. Any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

In the event the terms of this Easement are violated by acts of trespassers that Grantor could not reasonably have anticipated or prevented and Grantor has not undertaken suit itself, Grantor agrees, at Grantee's option, to join in any suit, to assign its 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, or to any party designated by Grantor, any document, including a compliance certificate, that certifies, to the best of Grantee's knowledge, the status of Grantor's compliance with any obligation of Grantor contained in this Easement and otherwise evidences the status of this Easement. Such certification shall be limited to the condition of the Property as of Grantee's most recent inspection. If Grantor requests more current documentation, Grantee shall conduct an inspection, at Grantor's expense, and provide the compliance certificate to Grantor within forty-five (45) days of receipt of Grantor's written request and payment therefore.

10. ACCESS BY PUBLIC

This Easement does not authorize access by the general public to any portion of the Property, although Grantor may allow public access within Grantor's discretion provided it is consistent with the Purpose of the Easement.

Should the Property ever be owned by a public entity, the terms and conditions of public access must still be consistent with the Purpose of the Easement.

11. COSTS, LIABILITIES AND INSURANCE, TAXES, ENVIRONMENTAL COMPLIANCE, AND INDEMNIFICATION

11.1. Costs, Legal Requirements, Liabilities and Insurance. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the Grantorship, operation, upkeep, and maintenance of the Property, including the maintenance of adequate liability insurance coverage. Such insurance shall include Grantee's interest, 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 and Grantee release and relieve the other, and waive their entire right to recovery for loss or damage to the extent that the loss or damage is covered by the injured party's insurance. This waiver applies whether or not the loss is due to the negligent acts or omissions of Grantor or Grantee. Grantor remains solely responsible for obtaining any applicable governmental permits and approval 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 Property free of any liens arising out of any work performed for, material furnished to, or obligations incurred by Grantor; provided that the Property shall be deemed to be free of such liens if i) Grantor or Grantee, as the case may be, is diligently challenging the application of such liens to the Property; or ii) such liens are subordinated to this Easement and do not require any action or inaction inconsistent with the Purpose and terms of this Easement.

11.2. Casualty Loss Insurance Coverage. If reasonably available, Grantor shall maintain casualty loss insurance adequate to restore the Property to its preexisting condition in the event of a casualty loss, and shall furnish Grantee with satisfactory evidence of such insurance coverage upon request. Regardless of whether adequate insurance to effect such restoration has been maintained, the decision to effect restoration of the Property will be determined according to Section 9. In the event that (1) restoration does not occur, (2) insurance proceeds exceed the cost of restoration, or (3) the Easement is extinguished on account of the impossibility of restoring the Conservation Values of the Property, the division of insurance proceeds shall be determined in accordance with Section 12.

11.3. Restoration in the Event of Casualty Loss. If circumstances arise under which the Property incurs a casualty loss (as defined by Section 165(c)(3) of the Internal Revenue Code of 1986, as amended), all casualty loss proceeds, whether from insurance, tax benefits, or some other source, resulting from such loss and attributable to destruction of the Conservation Values of the Property shall be applied to restore those Conservation Values of the Property to their condition immediately preceding the casualty. If, in the reasonable judgment of Grantee, the Property's post-casualty value and economic utility are diminished to an extent that renders such use of the proceeds

towards restoration futile or economically impractical, Grantee shall have the option to terminate or extinguish the Easement in accordance with Section 12. Exercise by Grantee of this option shall not be determined to be a relinquishment of any claim to the casualty loss proceeds that would have gone towards restoration of the Property if Grantee had not exercised such option.

11.4. Taxes. Grantor shall pay before delinquency all taxes, assessments, fees, charges of whatever description levied on or assessed against the 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. If Grantor fails to pay any taxes, assessments, or similar requisite charges when due, Grantee is authorized, but in no event obligated, to make or advance such 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 until paid back to Grantee by Grantor, the obligation created by such payment shall bear interest at the rate charged delinquent property taxes by the Clallam County Assessor's Office, or other entity charged with the collection of such taxes and assessments.

11.5. Representations and Warranties. Grantor represents and warrants that, after reasonable investigation and to the best of Grantor's knowledge:

11.5.1. Grantor has good title to the Property, and has the right to convey this Easement.

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

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

11.5.4. Except for the potential areas of concern associated with petroleum products observed, above ground storage tanks, odors, stained soil and/or pavement, etc. in the Building Envelope included in the Phase One Environmental Report for the Property issued by Krazan & Associates, Inc. dated June 3, 2022 ("Phase One Report"), there has been no release, dumping, burying, abandonment or migration from off-site on the Property of any substances, materials, or wastes that are or are designated as, hazardous, toxic, dangerous, or harmful or contain components that are, or are designated as, hazardous, toxic, dangerous, or harmful and/or that are subject to regulation as hazardous, toxic, dangerous, or harmful by any federal, state or local law, regulation, statute, or ordinance;

11.5.5. Neither Grantor nor Grantor's predecessors in interest have disposed of any hazardous substances off-site, nor have they disposed of substances at sites designated or proposed to be designated as federal Superfund (42 U.S.C. § 9601 et seq.) or state Model Toxics Control Act (RCW 70.105D.010 et seq.) ("MTCA") sites; and

11.5.6. There is no pending or threatened litigation affecting the Property or any portion of the Property that will materially impair the Conservation Values of any portion of the Property. No civil or criminal proceedings have been instigated or are pending against Grantor or Grantor's predecessors in interest by government agencies or third parties arising out of alleged violations of environmental laws, and neither Grantor nor Grantor's predecessors in interest have received any notices of violation, penalties, claims, demand letters, or other notifications relating to a breach of environmental laws.

11.6. Remediation. If, at any time, there occurs, or has occurred, a release in, on, or about the Property of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic or dangerous to the air, water or soil, or in any way harmful or threatening to human health or environment, Grantor agrees to take or compel responsible third parties to take all steps required under applicable law to assure its containment and remediation, including any cleanup that may be required, unless the Grantee caused the release, in which case Grantee shall be responsible for such remediation to the extent it caused the release. At its discretion, Grantee may assist Grantor in compelling third parties to contain and remediate any such Release.

11.7. 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 or Beneficiary to exercise physical or managerial control over the day-to-day operations of the Property, or any of Grantor's activities on the Property, or otherwise to become an operator with respect to the Property within the meaning of the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended ("CERCLA"), and MTCA.

11.8. Grantor's Indemnification. Grantor hereby agrees to release and hold harmless, indemnify, and defend Grantee and its members, directors, officers, employees, agents, and contractors and the personal representatives, heirs, successors, and assigns of each of them (collectively "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorneys' and consultants' fees, arising from or in any way connected with:

11.8.1. 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 Property that is not a consequence of any activity of any of the Indemnified Parties undertaken under the rights granted to Grantee under this Easement;

11.8.2. Violations or alleged violations of, or other failure to comply with, any federal, state or local environmental law or regulation relating to pollutants or hazardous, toxic or dangerous substances or materials, including, without limitation, CERCLA and MTCA, by any person other than any of the Indemnified Parties, in any way affecting, involving, or relating to the Property, including without limitation related to the substances identified in the Phase One Report, unless such violations or alleged violations are due to the acts or omissions of any of the Indemnified Parties on the Property;

11.8.3. The presence or release in, on, from, or about the Property, at any time, of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement of hazardous, toxic or dangerous to the air, water, or soil, or in any way harmful or threatening to human health or the environment, including without limitation the substances listed in the Phase One Report, unless caused solely by any of the Indemnified Parties;

11.8.4. The obligations, covenants, representations and warranties specified in subsections 11.8.1, 11.8.2, 11.8.3, and 11.8.4 of this Section.

11.9. Grantee's Indemnity. Grantee shall hold harmless, indemnify, and defend Grantor and Grantor's heirs, personal representatives, successors, and assigns 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 the specific concerns detailed above in Section 11.8, where such concerns are a consequence of Grantee's actions or the actions of Grantee's members, directors, officers, employees, agents, or contractors on or about the Property.

12. EXTINGUISHMENT, CONDEMNATION AND SUBSEQUENT TRANSFER

12.1. Generally. In granting this Easement, Grantor has considered the fact that any use of the Property that is prohibited by this Easement, or any other use as determined to be inconsistent with the Purpose of this Easement, may be or may become economically more valuable than permitted uses. It is the intent of Grantor and Grantee that such circumstances shall not justify the termination or extinguishment of this Easement. Grantor's inability to carry on any or all of the permitted uses, or the unprofitability of doing so, shall not impair the validity of this Easement or be considered grounds for its termination or extinguishment.

12.2. Extinguishment.

12.2.1 If circumstances arise in the future that render the Purpose of this Easement impossible to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court having jurisdiction.

12.2.2. The amount of the proceeds to which Grantee and any Beneficiary, and Ecology as a funder of Grantor's acquisition of this Easement, shall be entitled, after the satisfaction of prior claims, from any sale, exchange, or involuntary conversion of all or any portion of the Property subsequent to such termination or extinguishment, shall be determined, unless otherwise provided by Washington law at the time, in accordance with subsections 12.4 and 12.5 below. Grantee shall use its share of such proceeds for the acquisition of property interests substantially equivalent to those conveyed by this Easement. Grantee shall consult with and receive the approval of Ecology in the selection of any replacement property interests. If RCO is a Beneficiary, Grantee shall also consult with and receive the approval of RCO in the selection of any replacement property interests. Upon acquisition of such replacement property interests, Grantee shall convey to RCO the same or substantially equivalent rights as provided for in this Easement

12.2.3. In granting this Easement, Grantor has considered the fact that any use of the Property that is prohibited by this Easement, or any other use as determined to be inconsistent with the Purpose of this Easement, may become economically more valuable than permitted uses. It is the intent of Grantor and Grantee that such circumstances shall not justify the termination or extinguishment of this Easement. Grantor's inability to carry on any or all of the permitted uses, or the unprofitability of doing so, shall not impair the validity of this Easement or be considered grounds for its termination or extinguishment.

12.3. Condemnation. If all or any of the Easement is taken by exercise of the power of eminent domain or acquired by purchase in lieu of condemnation, whether by public, corporate, or other authority, so as to terminate this Easement, in whole or in part, Grantee shall be entitled to compensation in accordance with Section 12.4 below for the value of the Easement taken, and Grantor shall be entitled to compensation in accordance with applicable law for the value of the underlying fee title and improvements taken, it being expressly agreed that the Easement constitutes a compensable property right. All expenses reasonably incurred by Grantor and Grantee in connection with the taking or in lieu purchase shall be paid out of the amount recovered. Except as provided by applicable law, Grantor and Grantee agree that Grantee's share of the balance of the amount recovered shall be determined by multiplying that balance by the ratio set forth in Section 12.4 below.

12.4. Valuation. Grantor agrees that this Easement constitutes a real property interest immediately vested in Grantee. For the purpose of Sections 12.2 ("Extinguishment") and 12.3 ("Condemnation") of this Easement, the Parties stipulate that the Easement's fair market value is determined by multiplying (1) the then fair market value of the Property unencumbered by the Easement, by (2) the ratio of the value of the Easement at the time of this grant to the value of the Property, unencumbered by the Easement, at the time of this grant. For the purposes of this Section 12.4, the Parties agree that the ratio of the value of the Easement to the value of the Property unencumbered by the Easement is evidenced by that certain Property Appraisal Report dated October 27, 2022 (effective date July 27, 2022) and prepared by Integra Realty Resources-Seattle, on file with Grantee. This ratio is just over forty-two percent (42.25%), and for purposes of this Section 12.4 shall remain constant.

12.5. Application of Proceeds. In the event of extinguishment of this Easement pursuant to Section 12.2, condemnation of this Easement pursuant to Section 12.3, or damages received by Grantee in an amount equal to the fair market value of this Easement pursuant to Section 9.6, each funder of the Easement – Ecology and Clallam County, and potentially RCO and/or Grantee as well – shall receive a share of the proceeds proportionate to the relative contribution of each funder towards the acquisition of the Easement. Any proceeds attributable to the value of the Easement shall be distributed among the funders of the Easement in the same proportion that each provided funding for Grantee's acquisition of the Easement, as follows: i) if RCO is a Beneficiary, RCO is entitled to forty-six percent (45.81%), Ecology is entitled to thirty-five percent (35.11%) and Clallam County Conservation Futures Program is entitled to nineteen percent (19.08%) of any such proceeds; or ii) if RCO is not a Beneficiary, Ecology is entitled to fifty-one percent (50.69%) and Clallam County Conservation Futures Program is entitled to forty-nine percent (49.31%) of any such proceeds, depending on the final funding amounts.

12.6. Subsequent Transfers. Grantor agrees to:

12.6.1. Incorporate the terms of this Easement by reference in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Property, including, without limitation, a leasehold interest;

12.6.2. Describe this Easement in and append it to any executory contract for the transfer of any interest in the Property;

12.6.3. Give written notice to Grantee of the transfer of any interest in all or a portion of the Property no later than forty-five (45) 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 the prospective transferee's representative.

The failure of Grantor to perform any act required by this Section 12.6 shall not impair the validity of this Easement or limit its enforceability in any way.

13. AMENDMENT

Grantor and Grantee recognize that rare and/or unexpected circumstances could arise which warrant modification of certain provisions of this Easement. To this end, Grantor and Grantee have the right to agree to jointly amend this Easement, provided that the Parties first obtain the written consent of each Beneficiary to this Easement. Any amendment is subject to the following terms and conditions:

1. Any amendment shall be consistent with the Purpose of this Easement; and determined in writing by the Grantee to enhance or at minimum not detract from the Conservation Values intended for protection under this Easement;
2. 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 Internal Revenue Code;
3. No amendment shall affect the Easement's perpetual duration;
4. No amendment shall result in private inurement or confer impermissible private benefit;
5. No amendment shall alter the area of the Property covered by the Easement, unless such alteration expands the area of the Property covered by the Easement without removing any land included in the Property as of the Effective Date of this Easement; and
6. Any amendment shall be recorded in the official records of Clallam County, Washington, and any other jurisdiction in which such recording is required.

14. ASSIGNMENT AND SUCCESSION

14.1. Assignment. This Easement is transferable, but Grantee may assign its rights and obligations under this Easement only with the consent of Clallam County and RCO or Ecology and only to an organization that is a qualified organization at the time of transfer under Section 170(h) of the Internal Revenue Code of 1986, as amended (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(s) then applicable). As a condition of such transfer, Grantee shall require that the transferee exercise its rights under the assignment consistent with the Purpose of this Easement. 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.

14.2. Succession. If at any time it becomes impossible for Grantee to ensure compliance with the covenants, terms, conditions and restrictions contained in this Easement and Grantee has not named a successor organization, or Grantee ceases to exist or to be a qualified organization under Section 170(h) of the Internal Revenue Code of 1986, as amended (or any successor provision then applicable) or to be authorized to acquire and hold conservation easements under RCW 64.04.130 and 84.34.250 (or any successor provision(s) then applicable), then Grantee's rights and obligations under this Easement shall become vested and fall upon one of the following named entities to the extent that they shall accept this Easement, in the following order:

1. Washington Farmland Trust
2. Clallam County
3. Such other entity, with purposes similar to Grantee's, constituting a "qualified organization" within the meaning of the Internal Revenue Code of 1986, as amended (or any successor provision(s) then applicable);

provided that if such vesting in any of 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 having jurisdiction shall direct, pursuant to the applicable Washington law and the Internal Revenue Code and with due regard to the Purpose of this Easement.

15. STATE FUNDER THIRD PARTY RIGHT OF ENFORCEMENT

15.1. As stated in Section 1.7 above, either RCO or Ecology will be an additional Beneficiary of this Easement, depending on whether RCO provides funding for Grantee's purchase of this Easement or not. For purposes of this Section 15, "State Funder" shall mean whichever of RCO or Ecology ends up as the additional Beneficiary as specified in the amendment to this Easement contemplated under Section 1.7.

15.2 State Funder is hereby granted third party right of enforcement of this Easement. As such, State Funder may exercise all of the rights and remedies provided to Grantee herein, and is entitled to all of the indemnifications provided to Grantee in this Easement. (i) State Funder and Grantee each have independent authority to

enforce the terms of this Easement; provided, however, that State Funder expects that Grantee shall have primary responsibility for monitoring and enforcement of the Easement. In the event that (i) State Funder and Grantee do not agree as to whether the Grantor is complying with the terms of the Easement, State Funder or Grantee may proceed with enforcement actions without the consent of the other. If State Funder elects to enforce the terms of this Easement, it shall first follow the dispute resolution process and remedies described in Sections 8 and 9 above; provided, however, that State Funder shall not be obligated to repeat any non-judicial dispute resolution steps already taken by Grantee.

15.3. This third party right of enforcement does not extend to any other third party and will automatically transfer to another State agency charged with maintaining, preserving and/or restoring agricultural lands in the event State Funder is dissolved or reorganized.

15.4. In the event that the Easement is transferred or assigned without the consent of State Funder, which consent shall not be unreasonably withheld, State Funder may require that Grantee pay to State Funder, at State Funder's election, the higher of (i) an amount equal to the fair market value of this Easement, which shall be determined as provided in Section 12.4 and distributed as provided in Section 12.5; or (ii) an amount equal to the Total Project Cost as specified in either the Ecology Grant Agreement or the RCO Grant Agreement, as applicable, with interest due and payable from the date of breach at the rate provided for in RCW 43.17.240, as may be amended from time to time.

15.5. In the event that the Property is used by Grantor in a manner that is not consistent with the Purpose of this Easement or the terms of the Ecology Grant Agreement or RCO Grant Agreement, as applicable, and if Grantee does not pursue enforcement of the terms of the Easement under Sections 8 and/or 9, State Funder shall have the right, in addition to any other remedies described in this Easement, to require that Grantor pay to State Funder, at State Funder's election, the higher of (i) an amount equal to the fair market value of this Easement, which shall be determined as provided in Section 12.4 and distributed as provided in Section 12.5; or (ii) an amount equal to the Total Project Cost as specified in the Ecology Grant Agreement or RCO Grant Agreement, as applicable, with interest due and payable from the date of breach at the rate provided for in RCW 43.17.240, as may be amended from time to time. Any costs, fees or damages paid by Grantor for enforcement of this Easement or restoration of the Conservation Values pursuant to Section 9 shall be deducted from this amount. State Funder agrees that it will follow the dispute resolution process and remedies described in Sections 8 and 9 before exercising this right, unless legally compelled to do otherwise. Any amounts due and owing State Funder under this paragraph shall be due and owing within 120 days of receiving a written demand for repayment by State Funder. Upon Grantor's repayment of such amount to State Funder, Grantee and State

Funder agree to prepare and record a deed amendment to release Grantor from any further obligations to State Funder or Grantee under this Easement.

15.6. Nothing in this Easement is intended to limit Ecology's regulatory authority as authorized by law. If Ecology, acting in its regulatory capacity, takes action against the Property, Grantor, Grantee, and any future party subject to this Easement, Ecology may take enforcement action consistent with such applicable law and is not restricted to following procedure outlined in this Easement.

16. JAMESTOWN S'KLALLAM TRIBE THIRD PARTY RIGHT OF ENFORCEMENT

16.1. Grantee shall have primary responsibility for monitoring and enforcement of the Easement, however the Jamestown S'Klallam Tribe is hereby granted third party right of enforcement of this Easement as a result of the Tribe's role as project sponsor under the Ecology Grant Agreement. As such, in the event that Grantee is for any reason unable to enforce this Easement, Grantee shall notify the Tribe and the Tribe may exercise all of the rights and remedies provided to Grantee herein, and is entitled to all of the indemnifications provided to Grantee in this Easement. If the Tribe seeks to enforce the terms of this Easement, it shall first follow the dispute resolution process and remedies described in Sections 8 and 9 above; provided, however, that the Tribe shall not be obligated to repeat any non-judicial dispute resolution steps already taken by Grantee.

16.2. This third party right of enforcement may not be transferred, and does not extend to any other third party.

17. JOINT ENFORCEMENT

Before Grantee or any Beneficiary to this Easement exercises its rights to undertake mediation, arbitration or legal action as provided for in Sections 8 and 9, the party contemplating such action agrees to confer with the other parties holding enforcement rights under this Easement as to whether they will join the mediation, arbitration or legal action and share costs and expenses related to such action; provided, however, that this agreement to confer shall not be construed as a limitation on the ability of Grantee or any Beneficiary to this Easement to exercise its enforcement and other rights under this Easement. If Grantee and/or any Beneficiary to this Easement decide(s) to join in the action and share costs and expenses related to the action, the parties joining in the action and sharing costs and expenses related to the action shall apply any recovery to reimburse such parties for their costs and expenses; provided, however, that any amount received based on loss of value to the easement, or resulting from condemnation and/or extinguishment of the Easement, shall be

distributed to the Beneficiary(ies) only after reimbursing such parties for their costs and expenses.

18. NO MERGER

If Grantee, or any successor or assignee thereof acquires all or a portion of the fee title to the Property, it is the intent of the Parties that no merger of title shall take place that would merge the restrictions of this Easement with fee title to the Property and thereby eliminate them, and that the restrictions on the use of the Property, as embodied in the Easement, shall, if all or a portion of title become vested in Grantee, become and remain permanent and perpetual restrictions on the use of the Property. Grantee covenants to do what is required to prevent merger of title, including, if necessary, assignment of the Easement to an appropriate third party under Section 14. If the Grantee takes legal title to the Grantor's fee simple interest in the Property, the Grantee must commit the Easement's monitoring and enforcement to another qualified organization within the meaning of section 170(h)(3) of the Internal Revenue Code, as amended, which organization has among its purposes the conservation and preservation of land and water areas.

19. RECORDATION

Grantee shall record this instrument in a timely fashion in the official records of Clallam 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.

20. FUTURE MORTGAGES/LIENS

Any mortgage, deed of trust or other lien arising after the Effective Date shall be subject to and subordinate to this Easement and its terms and conditions.

21. GENERAL PROVISIONS

21.1. Controlling Law. The interpretation and performance of this Easement shall be governed by the laws of the State of Washington. Venue shall be proper in Clallam County.

21.2. 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, said provision shall be construed in a manner consistent with the perpetual protection of the Conservation Values and the Purpose of this Easement.

21.3. Severability. If any provision of this Easement, or its application to any person or circumstance, is found to be invalid, 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, as the case may be, shall not be affected.

21.4. Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Property and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Property, all of which are merged into this Easement. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment that complies with Section 13.

21.5. No Forfeiture. Nothing contained in this Easement will result in a forfeiture or reversion of Grantor's title in any respect.

21.6. "Grantor"; "Grantee". The term "Grantor," wherever used in this Easement, and any pronouns used in their place, shall be held to mean and include the above-named Grantor, and Grantor's personal representatives, heirs, successors, and assigns, and the the term "Grantee," and any pronouns used in its place, shall be held to include the above-named Grantee, its personal representatives, successors and assigns.

21.7. Successors and Assigns. The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties to this Easement and their respective personal representatives, heirs, successors, and assigns, and to any party taking ownership of the Property, or any portion thereof, subsequent to the foreclosure of any mortgage or deed of trust, and shall continue as a servitude running in perpetuity with the Property.

21.8. Termination of Rights and Obligations. A party's rights and obligations under this Easement terminate upon transfer of the party's interest in the Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

21.9. Counterparts. The parties may execute this instrument in two or more counterparts, which shall 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.

21.10. Joint Obligations. The obligations imposed by this Easement upon Grantor shall be joint and several.

21.11. Authority. The individuals signing below represent and warrant that they have the requisite authority to bind the entity on whose behalf they are signing.

21.12. Recitals. The Parties agree that the terms and recitals set forth in Section 1 (among other terms of this Easement) are material to this Easement and are fully incorporated into this Easement.

21.13. Effective Date. The effective date of this Easement is the date of recording in the records of Clallam County, Washington.

22. SCHEDULE OF EXHIBITS

Each of the following exhibits is attached hereto and incorporated by this reference:

Exhibit A. Legal Description of Property Subject to Easement.

Exhibit B. Survey of Property.

Exhibit C. Details of Building Envelope.

Exhibit D. Areas not being funded by RCO and/or Department of Ecology

Exhibit E. Water Right Certificate.

Exhibit F. Permitted Exceptions.

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

IN WITNESS WHEREOF, the undersigned Grantor has executed this instrument
this ____ day of _____, 20__.

Grantor:
Gloria A. Davis General Partnership

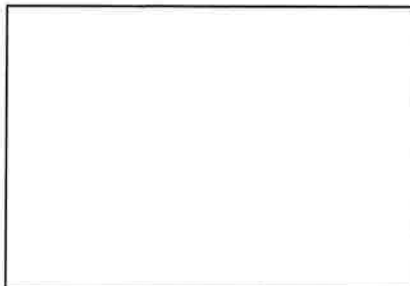
By: Dana Davis
Its General Partner

By: Robin Rowland
Its Limited Partner

STATE OF WASHINGTON)
) ss.
COUNTY OF CLALLAM)

I certify that I know or have satisfactory evidence that Dana Davis is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the General Partner of the Gloria A. Davis General Partnership to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____



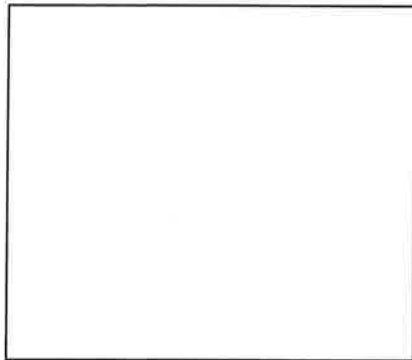
Notary Public
Print Name _____
My commission expires _____

(Use this space for notarial stamp/seal)

STATE OF WASHINGTON)
) ss.
COUNTY OF CLALLAM)

I certify that I know or have satisfactory evidence that Robin Rowland is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Limited Partner of the Gloria A. Davis General Partnership to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____



Notary Public
Print Name _____
My commission expires _____

(Use this space for notarial stamp/seal)

IN WITNESS WHEREOF, the undersigned Grantor has executed this instrument this
____ day of _____, 20____.

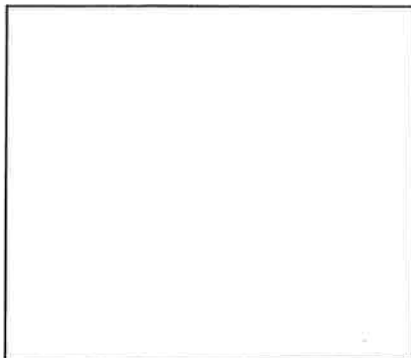
Grantor:

By: _____
Dana Davis, as to his separate estate

STATE OF WASHINGTON)
) ss.
COUNTY OF CLALLAM)

I certify that I know or have satisfactory evidence that Dana Davis is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____



Notary Public
Print Name _____
My commission expires _____

(Use this space for notarial stamp/seal)

North Olympic Land Trust does hereby accept the above Grant Deed of Conservation Easement.

Dated: _____

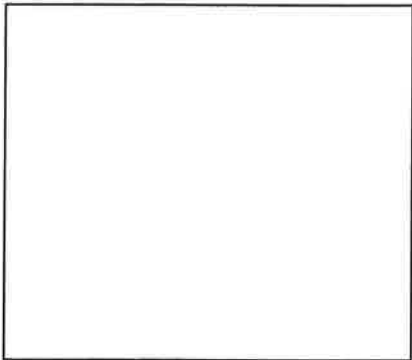
Grantee

By _____
Thomas R. Sanford
Its Executive Director

STATE OF WASHINGTON)
) ss.
COUNTY OF CLALLAM)

I certify that I know or have satisfactory evidence that Thomas R. Sanford is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Executive Director of North Olympic Land Trust to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____



Notary Public
Print Name _____
My commission expires _____

(Use this space for notarial stamp/seal)

THE STATE OF WASHINGTON, BY AND THROUGH THE WASHINGTON STATE RECREATION CONSERVATION OFFICE, Third Party Beneficiary, does hereby agree to the terms and conditions of this Easement Amendment, accepts its rights as third party beneficiary under the Easement, and approves the recording of this Easement Amendment in the official records of Clallam County, Washington.

Dated: _____

By: _____

Scott T. Robinson

Its: Deputy Director

STATE OF WASHINGTON)
) ss
COUNTY OF THURSTON)

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

Dated: _____



Notary Public

Print Name _____

My commission expires _____

(Use this space for notarial stamp/seal)

EXHIBIT A

Legal Description of Property Subject to Easement

PARCEL A:

PARCEL 2 OF DAVIS SURVEY, RECORDED AUGUST 16, 2002 IN VOLUME 50 OF SURVEYS, PAGE 47, UNDER CLALLAM COUNTY RECORDING NO. 2002 1090449, BEING A PORTION OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 30 NORTH, RANGE 3 WEST, W.M., CLALLAM COUNTY, WASHINGTON.

SITUATE IN CLALLAM COUNTY, STATE OF WASHINGTON.

PARCEL B:

THE NORTH HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST, OF SECTION 7, TOWNSHIP 30 NORTH, RANGE 3 WEST, W.M., CLALLAM COUNTY, WASHINGTON.

SITUATE IN CLALLAM COUNTY, STATE OF WASHINGTON.

PARCEL C:

THE WEST 15 ACRES OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 30 NORTH, RANGE 3 WEST, W.M., CLALLAM COUNTY, WASHINGTON.

SITUATE IN CLALLAM COUNTY, STATE OF WASHINGTON.

PARCEL D:

THAT PORTION OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 30 NORTH, RANGE 4 WEST, W.M., CLALLAM COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

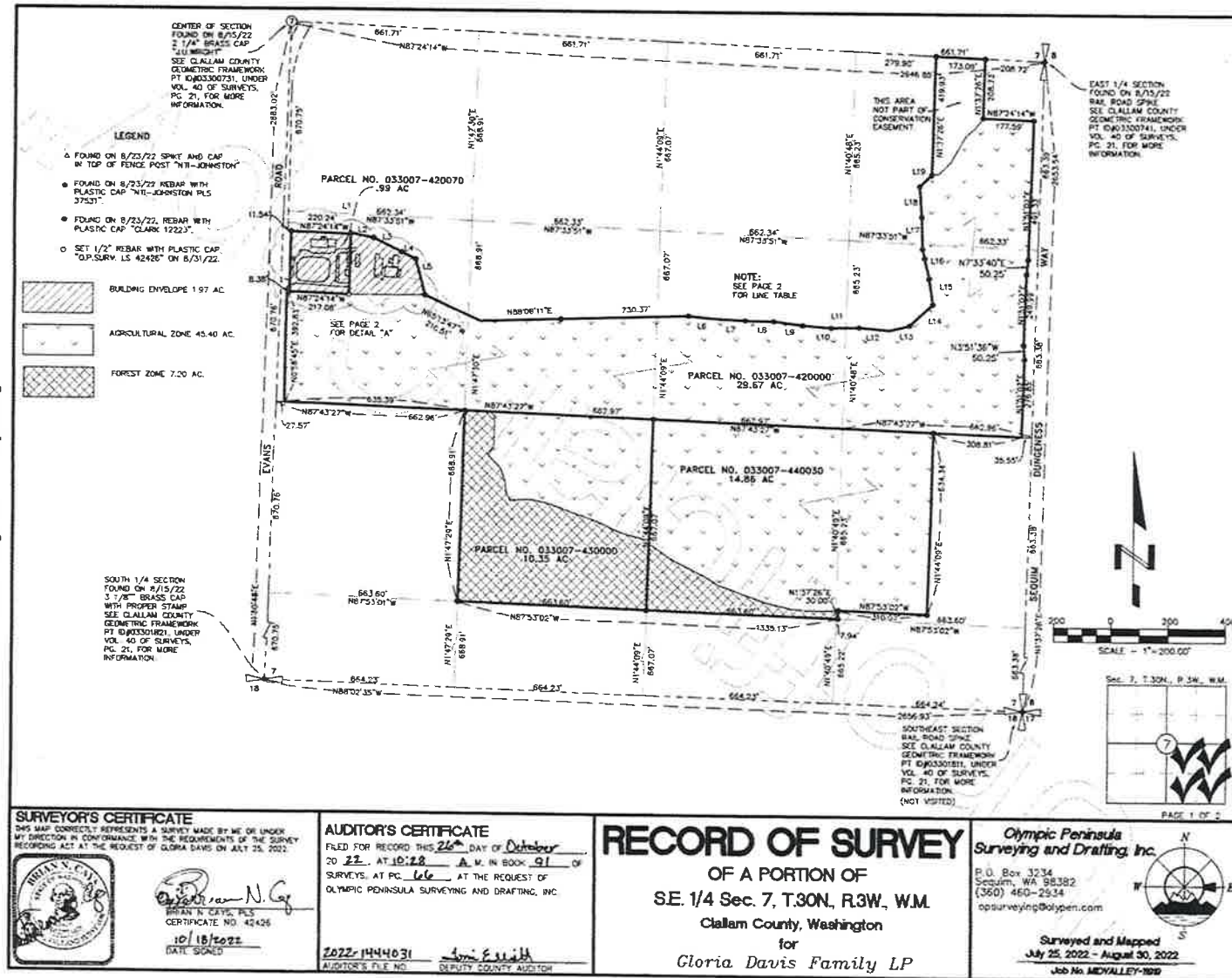
BEGINNING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, SECTION 7;
THENCE SOUTH ALONG THE WEST LINE OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, SECTION 7, 740.00 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION;
THENCE EAST, PARALLEL TO THE NORTH LINE OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, SECTION 7, 238.71 FEET;

THENCE SOUTH PARALLEL TO SAID WEST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, SECTION 7, 208.71 FEET;
THENCE WEST, PARALLEL TO SAID NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, SECTION 7, 238.71 FEET TO A POINT ON THE WEST LINE SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, SECTION 7;
THENCE NORTH ALONG SAID WEST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, 208.71 FEET, TO THE TRUE POINT OF BEGINNING.

EXCEPT THE WEST 30 FEET THEREOF, FOR COUNTY ROAD NO. 5165, FORMERLY KNOWN AS EDGINGTON ROAD.

SITUATE IN CLALLAM COUNTY, STATE OF WASHINGTON

Exhibit B Survey of Property



LEGAL DESCRIPTION

SEE DEED A.F. NO. 439689

THAT PORTION OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 30 NORTH, RANGE 3 WEST, W.M., CLALLAM COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, SECTION 7; THENCE SOUTH ALONG THE WEST LINE OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, SECTION 7, 240.00 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE EAST, PARALLEL TO THE NORTH LINE OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, SECTION 7, 228.71 FEET; THENCE SOUTH, PARALLEL TO SAID WEST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, SECTION 7, 208.71 FEET; THENCE WEST, PARALLEL TO SAID NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, SECTION 7, 238.71 FEET TO A POINT ON THE WEST LINE SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, SECTION 7; THENCE NORTH ALONG SAID WEST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, SECTION 7, 208.71 FEET, TO THE TRUE POINT OF BEGINNING, EXCEPT THE WEST 30 FEET THEREOF, FOR COUNTY ROAD NO. 5168, FORMERLY KNOWN AS EDGINGTON ROAD.

SITUATE IN CLALLAM COUNTY, STATE OF WASHINGTON.

TOGETHER WITH AND SUBJECT TO EASEMENTS, RIGHTS-OF-WAY, COVENANTS, ENCUMBRANCES AND RESTRICTIONS OF RECORD, IF ANY.

SEE A.F. NO. 2002-1090449

PARCEL 2 OF DAVIS SURVEY, RECORDED AUGUST 16, 2002 IN VOLUME 50 OF SURVEYS, PAGE 47, UNDER CLALLAM COUNTY RECORDING NO. 2002 1090449, BEING A PORTION OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 30 NORTH, RANGE 3 WEST, W.M., CLALLAM COUNTY, WASHINGTON.

SITUATE IN CLALLAM COUNTY, STATE OF WASHINGTON.

TOGETHER WITH AND SUBJECT TO EASEMENTS, RIGHTS-OF-WAY, COVENANTS, ENCUMBRANCES AND RESTRICTIONS OF RECORD, IF ANY.

BASIS OF BEARING

THE BASIS OF BEARING FOR THIS SURVEY IS ASSUMED TO BE N1°37'26"E, BETWEEN THE SOUTHEAST SECTION AND EAST 1/4 SECTION CORNERS OF SECTION 7, T30N, R3W, W.M. AS SHOWN ON SURVEY RECORDED IN VOL. 50 OF SURVEYS, PG. 47.

SURVEY METHODS

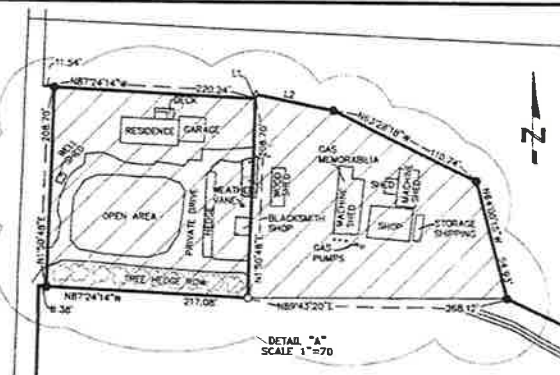
THIS SURVEY WAS PERFORMED USING A 3 SEC. TOPCON GM SERIES TOTAL STATION. SOME DISTANCES WERE MEASURED USING A STEEL TAPE. ACCURACY MEETS STANDARDS SET FORTH BY WAC 332-130-090. ALSO USED STOMEX SB50A, STAND ALONE GPS RECEIVER.

SECTION SUBDIVISION

FOR SECTION SUBDIVISION USED THIS SURVEY SEE THAT RECORD OF SURVEY AS RECORDED IN VOL. 40 OF SURVEYS, PG. 21, RECORDS OF CLALLAM COUNTY, WASHINGTON. COMPARE ALSO SURVEY VOL. 50, PG. 47.

NOTES

- 1) THE SURVEYED PARCEL MAY BE SUBJECT TO EASEMENTS OR OTHER ENCUMBRANCES EITHER RECORDED OR UNRECORDED NOT SHOWN HEREON. THIS SURVEY HAS NOT DETERMINED THE EXISTENCE OF ALL SUCH EASEMENTS OR ENCUMBRANCES OR THE EFFECT ON THE SURVEYED PARCEL EXCEPT AS SPECIFICALLY SHOWN HEREON.
- 2) EXTERIOR BOUNDARIES HAVE BEEN FULLY MAPPED FOR ENCROACHMENTS, EXISTING FENCE LINES OR OCCUPATION LINES AS SHOWN HEREON, AND LOCATED ON AUGUST 25, 2022.
- 3) THIS SURVEY MAY DEPICT EXISTING FENCE LINES AND OTHER OCCUPATIONAL INDICATORS THAT MAY INDICATE A POTENTIAL FOR CLAIMS OF UNWRITTEN TITLE. LEGAL OWNERSHIP BASED UPON UNWRITTEN TITLE CLAIMS HAS NOT BEEN RESOLVED BY THIS SURVEY.



LINE TABLE		
PT#	BEARING	DIST. (FT)
L1	N05°48'07"E	4.31
L2	N78°55'51"W	81.21
L3	N63°28'18"W	110.74
L4	N64°00'15"W	54.93
L5	N14°59'55"W	126.77
L6	N84°06'43"W	95.56
L7	N87°18'42"W	103.96
L8	N88°44'58"W	100.61
L9	N82°24'28"W	101.48
L10	N95°26'04"W	100.49
L11	N88°52'44"E	97.52
L12	N85°02'35"W	106.84
L13	N75°51'38"E	71.66
L14	N46°16'20"E	111.38
L15	N08°49'11"W	90.18
L16	N12°01'47"W	104.79
L17	N01°53'33"W	112.37
L18	N04°34'07"W	108.08
L19	N45°10'03"E	59.29



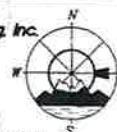
10/10/2022

RECORD OF SURVEY

OF A PORTION OF
S.E. 1/4 Sec. 7, T30N, R3W, W.M.
Clallam County, Washington
for
Gloria Davis Family LP

Olympic Peninsula
Surveying and Drafting, Inc.

P.O. Box 3234
Sequim, WA 98382
(360) 460-2934
opsurveying@olypen.com



Surveyed and Mapped
July 25, 2022 - August 30, 2022
Job No. MEYALLEY-1919

VOL 91 PG 66

Exhibit C
Details of Building Envelope
(based on survey Auditor's File No. 2022-1444031 in Volume 91 of Surveys, Page 066)

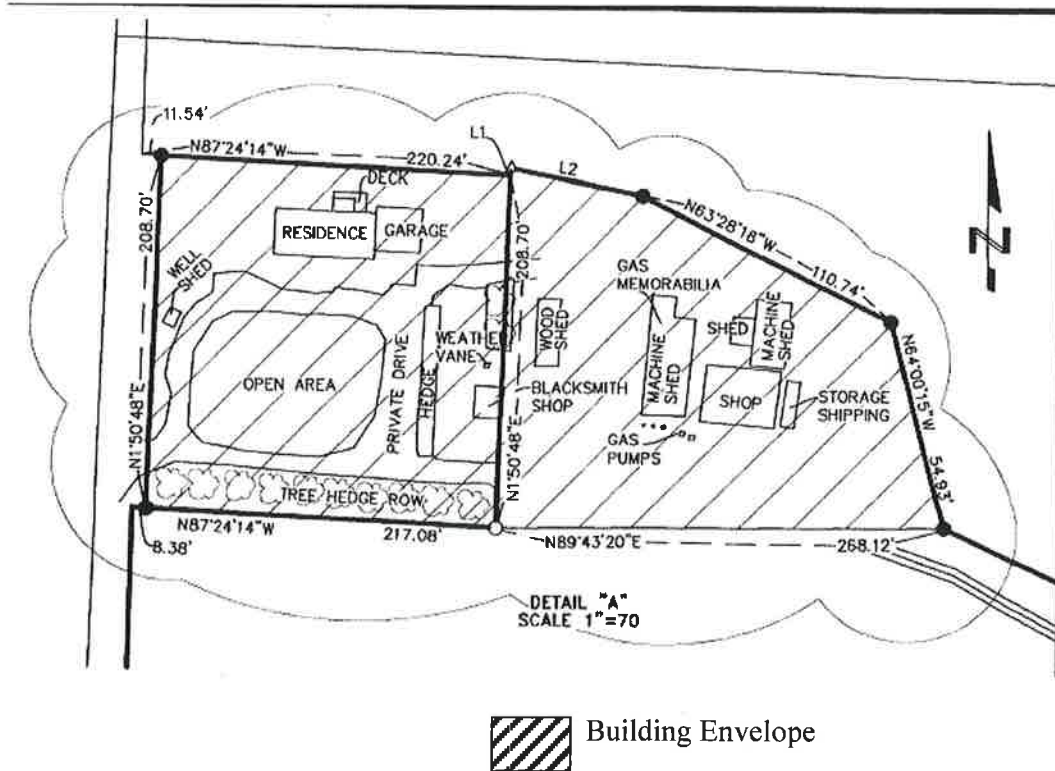


Exhibit D **Areas not being funded by RCO and/or Department of Ecology**

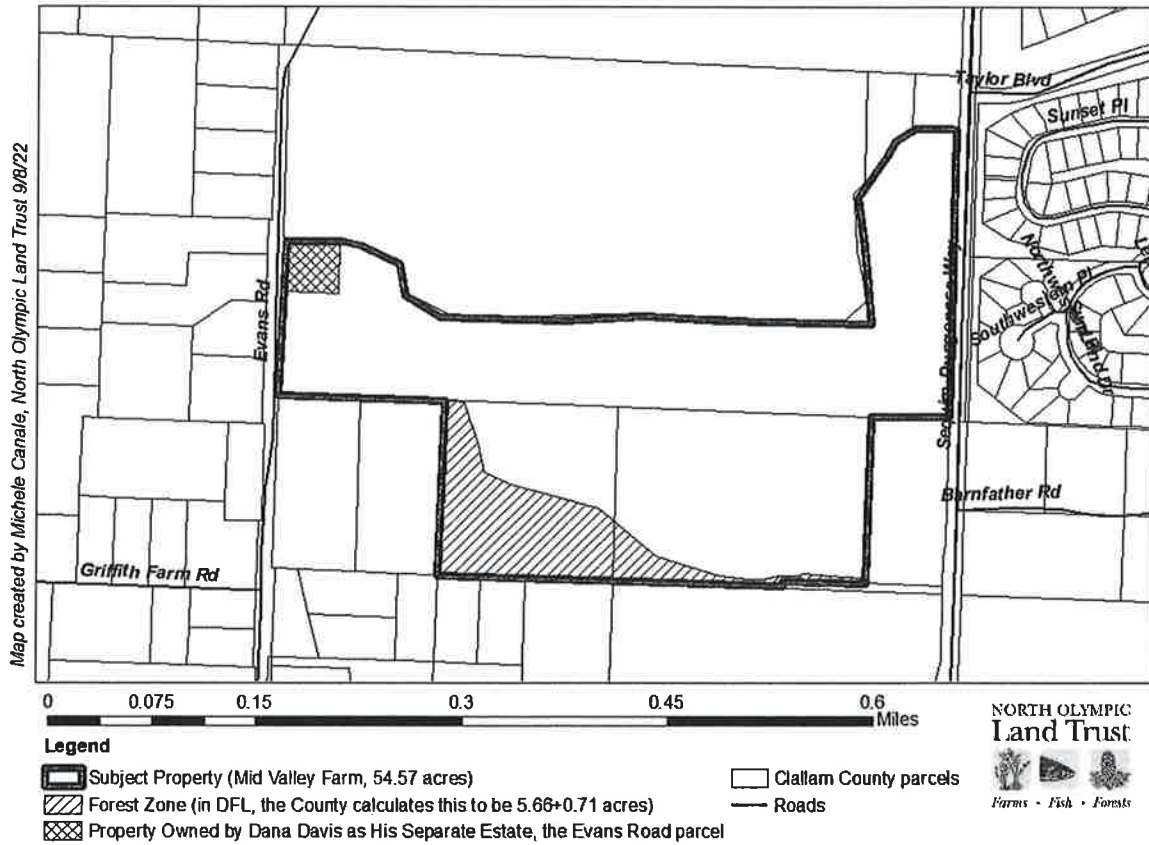


EXHIBIT E

Water Right Certificate

 State of Washington Department of Ecology SUPERSEDING CERTIFICATE OF ADJUDICATED WATER RIGHT		File NR 52-*17220J WR Doc ID	
 DEPARTMENT OF ECOLOGY State of Washington			
This certificate supersedes Dungeness Adjudicated Water Right Certificate 220 Issued on May 14, 1924.			
PRIORITY DATE 1895	APPLICATION NUMBER	PERMIT NUMBER	CERTIFICATE NUMBER Adj. Certificate 220
MAILING ADDRESS SEQUIM PRAIRIE TRI-IRRIGATION ASS'N (SEQUIM PRAIRIE) PO BOX 721 SEQUIM WA 98382		SITE ADDRESS (IF DIFFERENT)	
Quantity Authorized for Withdrawal or Diversion			
WITHDRAWAL OR DIVERSION RATE 7.5	UNITS CFS	ANNUAL QUANTITY (AF/YR) 1913	
This quantity does not include stockwater and domestic use.			
Purpose			
PURPOSE Irrigation	WITHDRAWAL OR DIVERSION RATE ADDITIVE 7.3	UNITS CFS 1913	ANNUAL QUANTITY (AF/YR) 1913 PERIOD OF USE (mm/dd) 04/15 - 09/15
IRRIGATED ACRES		PUBLIC WATER SYSTEM INFORMATION	
ADDITIVE 664		WATER SYSTEM ID	CONNECTIONS
And for the purpose of stock and domestic use continuously.			
Source Location			
COUNTY CLALLAM	WATERBODY DUNGENESS RIVER	TRIBUTARY TO STRAIT OF JUAN DE FUCA	WATER RESOURCE INVENTORY AREA 18-ELWHA-DUNGENESS
SUPERSEDING CERTIFICATE OF WATER RIGHT ECY 040-1-2		1	52-*17220J

SOURCE FACILITY/DEVICE	PARCEL	WELL TAG	TWP	RNG	SEC	QQ Q	LATITUDE	LONGITUDE
DUNGENESS RIVER			30N	04W	26	NENE		

Place of Use

PARCELS (NOT LISTED FOR SERVICE AREAS)

N/A

LEGAL DESCRIPTION OF AUTHORIZED PLACE OF USE

The combined service areas of the Independent, Eureka, and Sequim Prairie Irrigation companies as adjudicated in 1924.

Measurement of Water Use

How often must water use be measured?	Weekly
How often must water use data be reported to Ecology?	Annually (Jan 31)
What volume should be reported?	Total Annual Volume (AF/Y)
What rate should be reported?	Maximum rate (cfs)

Provisions

Measurements, Monitoring, Metering and Reporting

An approved measuring device must be installed and maintained for the source identified by this water right in accordance with the rule "Requirements for Measuring and Reporting Water Use", WAC 173-173," which describes the requirements for data accuracy, device installation and operation, and information reporting. It also allows a water user to petition the Department of Ecology for modifications to some of the requirements.

Recorded water use data may be submitted via the Internet. To set up an Internet reporting account, contact the Southwest Regional Office. If you do not have Internet access, you can still submit hard copies by contacting the Southwest Regional Office for forms to submit your water use data.

Department of Ecology personnel, upon presentation of proper credentials, shall have access at reasonable times, to the project location, and to inspect at reasonable times, records of water use, wells, diversions, measuring devices and associated distribution systems for compliance with water law.

MOA

The water use under this Adjudicated Certificate is subject to the certificate owner's rights and obligations under the 2012 Memorandum of Agreement between the Dungeness Water Users Association and the Department of Ecology (including any amendments agreed to by the parties), unless terminated.

The right to use of the water aforesaid hereby confirmed is restricted to the lands or place of use herein described, except as provided in RCW 90.03.380 and 90.03.390.

This certificate of water right is specifically subject to relinquishment for non-use of water as provided in Chapter 90.14 RCW.

Given under my hand and the seal of this office at Olympia, Washington, this 30th day of November 2012.



Ted Sturdevant, Director
Department of Ecology

DATA REVIEW
OK RR

Michael J. Gallagher
Michael J. Gallagher, Section Manager
Southwest Regional Office
Water Resources Program

If you need this document in an alternate format, please call the Water Resources Program at 360-407-6872.
Persons with hearing loss can call 711 for Washington Relay Service. Persons with a speech disability can call 877-833-6341.

SUPERSEDING CERTIFICATE OF WATER RIGHT
ECY 040-1-2

3

S2-*17220J

EXHIBIT F

Permitted Exceptions

3. LIABILITY FOR LIEN OF TAXES ON THE TIMBER LOCATED ON THE LAND. THE LANDS HEREIN DESCRIBED ARE DESIGNATED ON THE TAX ROLLS AS FOREST LAND PURSUANT TO R.C.W. 84.33, DISCLOSED BY NOTICE RECORDED UNDER CLALLAM COUNTY RECORDING NO. 2003-1107361, AND THE TIMBER LOCATED THEREON IS NOT TAXED AS REAL PROPERTY BUT WILL BE SUBJECT TO COLLECTION OF A TAX UPON HARVESTING THEREOF. IN THE EVENT THAT SAID LAND IS REMOVED FROM ITS PRESENT DESIGNATION OF FOREST LAND, IT MAY BECOME LIABLE TO ASSESSMENT OF A COMPENSATING TAX FOR PRIOR YEARS.

ANY SALE OF TRANSFER OF SAID PROPERTY REQUIRES COMPLETING OF AN APPLICATION AND SUBMISSION TO THE COUNTY ASSESSOR WITHIN 60 DAYS OF SUCH SALE REQUESTING THAT THE CLASSIFICATION BE CONTINUED.

AFFECTS PARCEL NOS. : 03-30-07-430000-2001 / 17656 AND 03-30-07-440030-2001 /17696

4. THE LANDS DESCRIBED HEREIN HAVE BEEN CLASSIFIED AS FARM AND AGRICULTURAL DISCLOSED BY NOTICE RECORDED UNDER CLALLAM COUNTY RECORDING NO, 2007-1200118, AND ARE SUBJECT TO THE PROVISIONS OF R.C.W. 84.34, WHICH INCLUDE THE REQUIREMENT OF A CONTINUATION OF RESTRICTED USE IN ORDER TO CONTINUE THE PRESENT ASSESSMENT RATE. A CHANGE IN USE CAN CAUSE AN INCREASED ASSESSMENT RATE FOR PRESENT AND PAST YEARS.

ANY SALE OR TRANSFER OF ALL OR A PORTION OF SAID LAND REQUIRES EXECUTION OF A NOTICE OF COMPLIANCE FORM ATTACHED TO THE EXCISE TAX AFFIDAVIT.

AFFECTS: PORTION OF 03-30-07-430000-1000 / 17655 AND 03-30-07-440030-1000 / 17695

5. ALL COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, EASEMENTS OR OTHER SERVITUDES, IF ANY, DISCLOSED BY DAVIS SURVEY RECORDED UNDER CLALLAM COUNTY RECORDING NO.2002-1090449, BUT OMITTING COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS,

EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW.

RIGHTS OR BENEFITS, IF ANY, WHICH MAY BE DISCLOSED BY THE RECORDED DOCUMENT(S) ABOVE AFFECTING LAND OUTSIDE THE BOUNDARY DESCRIBED HEREIN.

6. MATTERS SET FORTH BY SURVEY:

RECORDED: October 26, 2022

RECORDING NO.: 2022-1444031 (V 91 OF SVYS. P 66)

DISCLOSES: BUILDING ENVELOPE, AGRICULTURAL ZONE AND FOREST ZONE

7. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE: PUBLIC UTILITY DISTRICT NO. 1 OF CLALLAM COUNTY

PURPOSE: ELECTRIC TRANSMISSION AND DISTRIBUTION LINE OR SYSTEM

AREA AFFECTED: PORTION OF PROPERTY HEREIN DESCRIBED.

RECORDED: JUNE 8, 1981

RECORDING NO.: 520612

8. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE: PUBLIC UTILITY DISTRICT NO. 1 OF CLALLAM COUNTY

PURPOSE: ELECTRIC TRANSMISSION AND DISTRIBUTION LINE OR SYSTEM

AREA AFFECTED: PORTION OF PROPERTY HEREIN DESCRIBED

RECORDED: SEPTEMBER 12, 1997

RECORDING NO.: 761034

9. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE: PUBLIC UTILITY DISTRICT NO. 1 OF CLALLAM COUNTY

PURPOSE: ELECTRIC TRANSMISSION AND DISTRIBUTION LINE OR SYSTEM

AREA AFFECTED: PORTION OF PROPERTY HEREIN DESCRIBED

RECORDED: JUNE 12, 2002

RECORDING NO.: 2002-1086749

10. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE: PUBLIC UTILITY DISTRICT NO. 1 OF CLALLAM COUNTY

PURPOSE: ELECTRIC TRANSMISSION AND DISTRIBUTION LINE OR SYSTEM

AREA AFFECTED: PORTION OF PROPERTY HEREIN DESCRIBED

RECORDED: NOVEMBER 22, 2005

RECORDING NO.: 2005-1169910

**11. TERMS AND CONDITIONS OF WAIVER OF CLAIM FOR DAMAGES AND
CONSENT TO LOCATE ROAD RECORDED IN VOLUME 963 OF OFFICIAL
RECORDS AT PAGE 854.**

Exhibit B

Conservation Futures Project Application

NOLT application
Gloria A. Davis Family Limited
Partnership

NORTH OLYMPIC Land Trust



Farms • Fish • Forests

602 E. Front St.
P.O. Box 2945 (mailing)
Port Angeles, WA 98362
Phone: (360) 417-1815
NorthOlympicLandTrust.org
info@northolympiclandtrust.org

Board of Directors

Karen Westwood
President
David Morris
Vice President
Wendy Clark-Getzin
Secretary
Steve Burkett
Treasurer
Bobbie Clawson
Erika Lindholm
Ron Puff
Kim Sager-Fradkin
Laurie Szczepczynski
Richard Tucker
Jack Williams
Gary Colley, *emeritus*
John Willits, *emeritus/in*
memoriam

North Olympic Land Trust
is accountable:



• Sound Finances
• Ethical Conduct
• Responsible Governance
• Lasting Stewardship

November 4, 2021

Gloria A Davis Family LP
c/o Dana Davis
834 Evans Rd
Sequim, WA 98382

Dear Davis family,

For the past 31 years, North Olympic Land Trust has been dedicated to the permanent conservation of open spaces, local food, local resources, healthy watershed, and recreational opportunities. Our mission is to conserve lands that sustain the communities of Clallam County. More than 3,700 acres has been conserved since 1990, including 670 acres of local farmland.

It is such a pleasure to work with your family toward the permanent conservation of the 56 acres of farm and forestland you own between Evans Rd and Sequim-Dungeness Rd.

Conserving your family's farm fits directly with the heart of our mission and in addition to the conserved acres of prime, productive, working farmland, and forestland which provides wildlife habitat, will extinguish at least 9 development rights, and ensure the farm remains forever available for agricultural production.

Thank you for working collaboratively with us on this exciting process to meet both yours and the community's goals.

As we've discussed, our intent is to purchase a permanent conservation easement from you at appraised value and to raise stewardship funds to ensure the long-term protection of your land. We would get the funding for this purchase through applying to a combination of public and private funders.

The conservation easement will do the following to permanently ensure your land is available for agriculture in perpetuity and to meet your long-term vision for the property:

RECEIVED
CLALLAM CO. COMMISSIONERS

MAR 14 2022

1...2...3...A...

- Prohibit subdivision and tie all 4 legal parcels, including the acre that your home is on, together as one 56 acre farm. The parcels could never be sold separately.
- Impervious surfaces (for example, a driveway or a building) will be limited.
- There would be a building envelope, as shown on Exhibit B, enclosed. The total area, accommodating all existing improvements, is an approximately 1.9 acre area. This is where supporting infrastructure (for example, a home or a barn) for the farm could be built, maintained, replaced and expanded, subject to the impervious surface limitations, to allow for future farmers to have the infrastructure they need to keep this as a working farm.
- There is a 44.9 acre Agricultural Zone that would be maintained as farmland. The Forest Zone, about 8.5 acres, would be available for personal use, such as firewood collection and forest management for disease

Our current plan for securing funding to purchase this conservation easement is to combine at least three funding sources. The first has already been secured from the Washington State Floodplains by Design program. We also intend to apply for Washington Wildlife and Recreation Program's Farmland Preservation Program (WWRP), and/or Clallam County's Conservation Futures. Finally, we assume there will be a public fundraising campaign that will allow the community to come together and help keep local farmland in farming.

Regarding our timeline moving forward, we can apply for WWRP funding in the spring of 2022, funds would be awarded the following year, and we usually need a year with the funding before we can close. The Clallam County Conservation Future's program is brand new and will be releasing their funding schedule soon. We expect to seek these funds in spring of 2022 as well.

We believe a public fundraising effort would occur during the fall harvest season of 2022.

Also, as we've chatted about, there is a potential of a bargain sale. In this scenario, you would be paid a portion of appraised fair market value of the conservation easement. The portion you were not paid for would be considered a donation, and might help offset the capital gains tax associated with the funding you receive for the easement.

Each of these processes are public. For the governmental grants, we will need to provide details about the farm and you and your family as the owners. For public fundraising, we focus on the land, its history and potential, and do not focus on the landowner.

It is the intent of the Land Trust to conserve Mid Valley Farm with a permanent conservation easement. As we move forward, it is possible some of the information above will change. When this occurs, we will be sure to be in touch as quickly as possible to update you and make sure you are still comfortable with proceeding. If you have any changes on your end, we ask that you let us know as soon as possible so we can help overcome any hurdles.

To begin this process, we request that you sign this letter and return to the Land Trust. In doing so, you acknowledge that you understand our intentions and agree that you are willing to engage in the process. You are agreeing that you are intending to sell a permanent conservation easement to the Land Trust, but are reserving the ability to step back from the process at any time.

Thank you for ongoing dedication to keep precious local farmland available for farming. It is a true honor to work with your family through this process.

My very best regards,



Michele Canale
Land Protection Specialist

Disclaimer: North Olympic Land Trust cannot give legal or tax advice and therefore recommends that landowners consult with their legal and tax advisors throughout the conservation agreement process. Landowners should make decisions affecting ownership and use of their property after careful consideration and professional consultation.

Enclosures

Landowner acknowledgement, agreeing in principle to the conservation easement and the process:

Dana Davis 11-15-2021
Dana Davis Date

Rob Rowland 11/19/2021
Robin Rowland Date

Davis Farm, since 1945, 56 acres

Map created by Michele Canale, North Olympic Land Trust 12/22/2020



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

0 0.05 0.1 0.2 0.3 0.4 Miles

Legend

-  Proposed for conservation 2020
-  Building envelope (1.9 acres)
-  Forest Zone (8.5 acres)
-  Clallam County parcels
-  Agricultural Zone (44.9 acres)
-  Roads

NORTH OLYMPIC
Land Trust
celebrating 30 years!



Farms • Fish • Forests



**CLALLAM COUNTY
CONSERVATION FUTURE PROGRAM
223 EAST 4TH STREET, ROOM 150
PORT ANGELES, WASHINGTON**

**Application for the purchase of development rights and conservation easement funded by the
Conservation Futures Property Tax, Ordinance No.958**

Instructions to the Applicant

- Please answer all questions as fully as possible.
- You may attach additional sheets if necessary to fully answer a question.
- Please attach copies of all deeds, surveys and lot certifications which describe the property
- If any item is inapplicable, please mark it "N/A".
- This is an application to sell rights and place a conservation easement on the property.
The intention of the sale and approval of the conservation easement is to promote continued use of farmland.
- Please submit questions and application to the Clerk of the Board of Commissioners who will forward them to Conservation Futures Advisory Committee.

A. APPLICANT INFORMATION

1. Name of Applicant: North Olympic Land Trust
2. Mailing Address: P.O. Box 2945, Port Angeles, WA 98362
3. Property Address, if different from mailing address: (of land seeking conservation)

834 Evans Road
Sequim, WA 98362

4. Telephone: (360) 417-1815 ext. 5
5. Email Address: michele@northolympiclandtrust.org
6. Contact Person: Michele Canale, Land Protection Specialist
7. Type of legal entity:

- ☐ individual
- ☒ corporation incorporated in the State of Washington (non-profit)
- ☐ general partnership created in the State of _____
- ☐ limited partnership created in the State of _____
- ☐ limited liability company created in the State of _____

8. LANDOWNER(S):

Legal Name: Gloria A. Davis Family Limited Partnership

Mailing address: 834 Evans Rd, Sequim, WA 98382

Telephone/Fax/Email: (360) 683-5680 (Dana Davis – work)

9. Are there any material facts of circumstances (e.g. pending litigation, bankruptcy, etc.) relating to any of the parties to the proposed transaction which have not been described and may potentially affect the transaction? ☐ Yes ☒ No If Yes, please explain:

This was confirmed with the landowners.

B. PROPERTY INFORMATION

1. Is the property within the Agricultural Retention Zone?

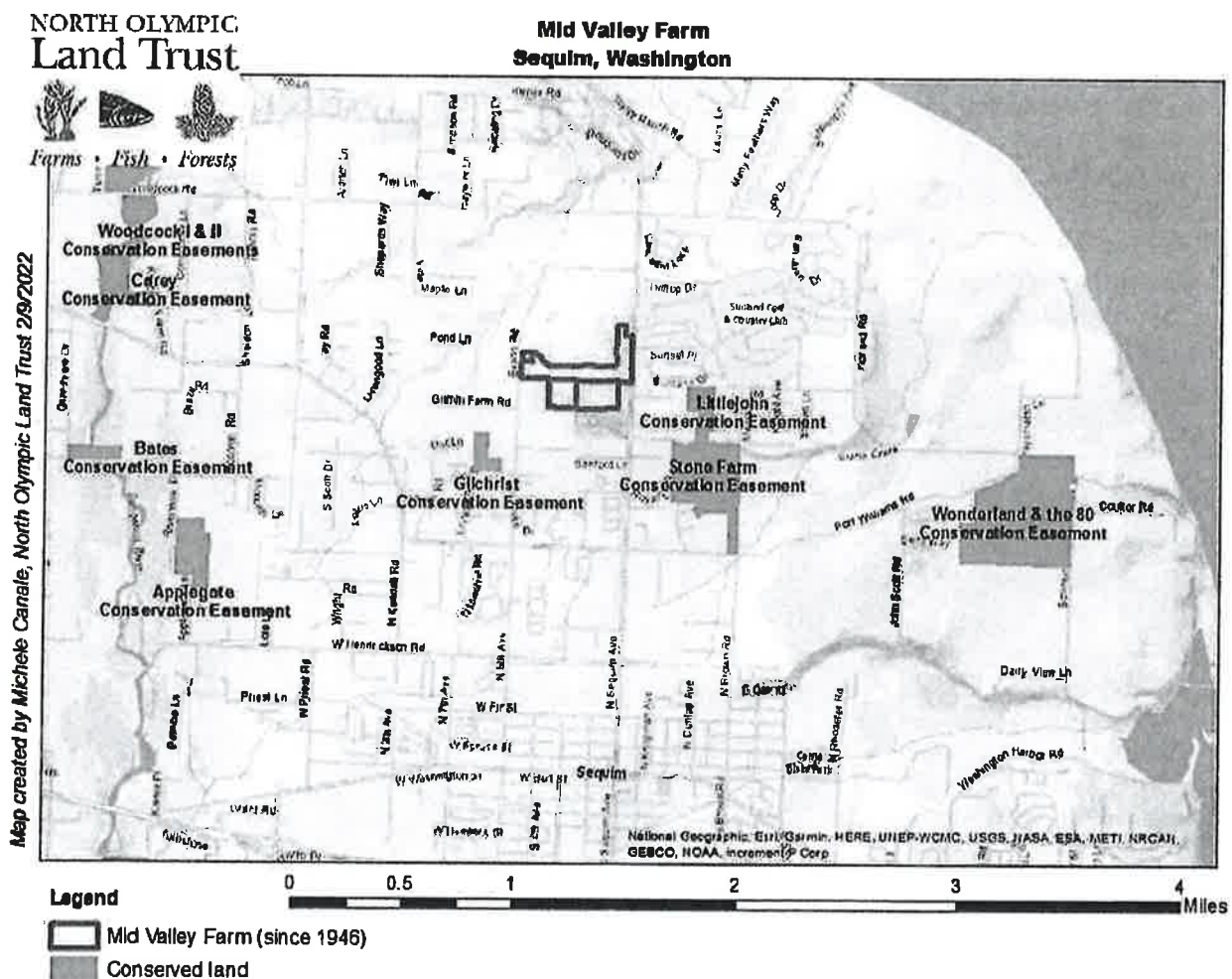
☐ Yes

☒ No

What is the proximity to other conserved farmland?

To date, the closest conserved farm is 1,300 feet to the southeast, which we refer to as Stone Farm. This 40-acre farm off Medsker Road was conserved by the landowner and the City of Sequim in 2009. There is additional conserved land (including farmland) protected by North Olympic Land Trust nearby as shown on the map below.

In addition, in 2021 the Land Trust did an extensive study prioritizing farmland conservation possibilities. That study highly rated both this property and hundreds of acres to the north and northeast of this land for conservation.

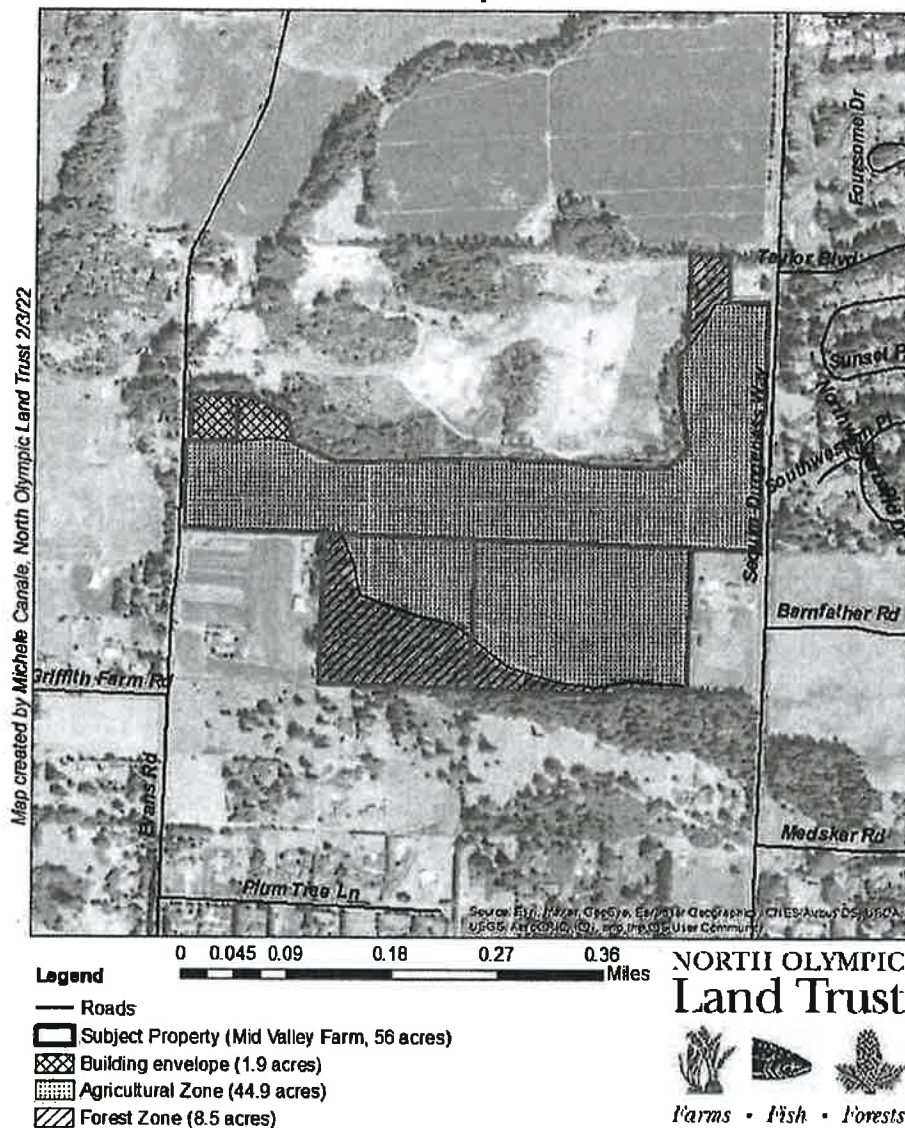


2. Please attach a legal description of the land, recent title report, and copies of any survey maps of the property. (Size and shape)

The farm is 56 acres. The last survey was completed in 2002 and is included in the attached title report, which also includes a legal description. The map below is the proposed Site Map for the easement.

Other than naming, this map matches the one included with the attached letter of intent signed by the family. In that letter, the family expressed their interest in conserving their land with an agricultural conservation easement, and acknowledged their awareness that we are applying for multiple sources of funding, including Conservation Futures.

**Exhibit B
Site Map**



3. Are there any water rights associated with the parcels? ☒ Yes ☐ No

Please describe:

The landowners have about 300 shares in the Sequim Prairie Tri Irrigation Company. There is also a well for the landowner's home on the 1-acre parcel, for domestic use. This 1-acre parcel will likely be included in the conservation easement as part of the building envelope, though this is still being negotiated.

4. Please indicate the percentage of "prime soil", as defined by the USDA Natural Resource Conservation Service, on the property:

☐ 0-49%

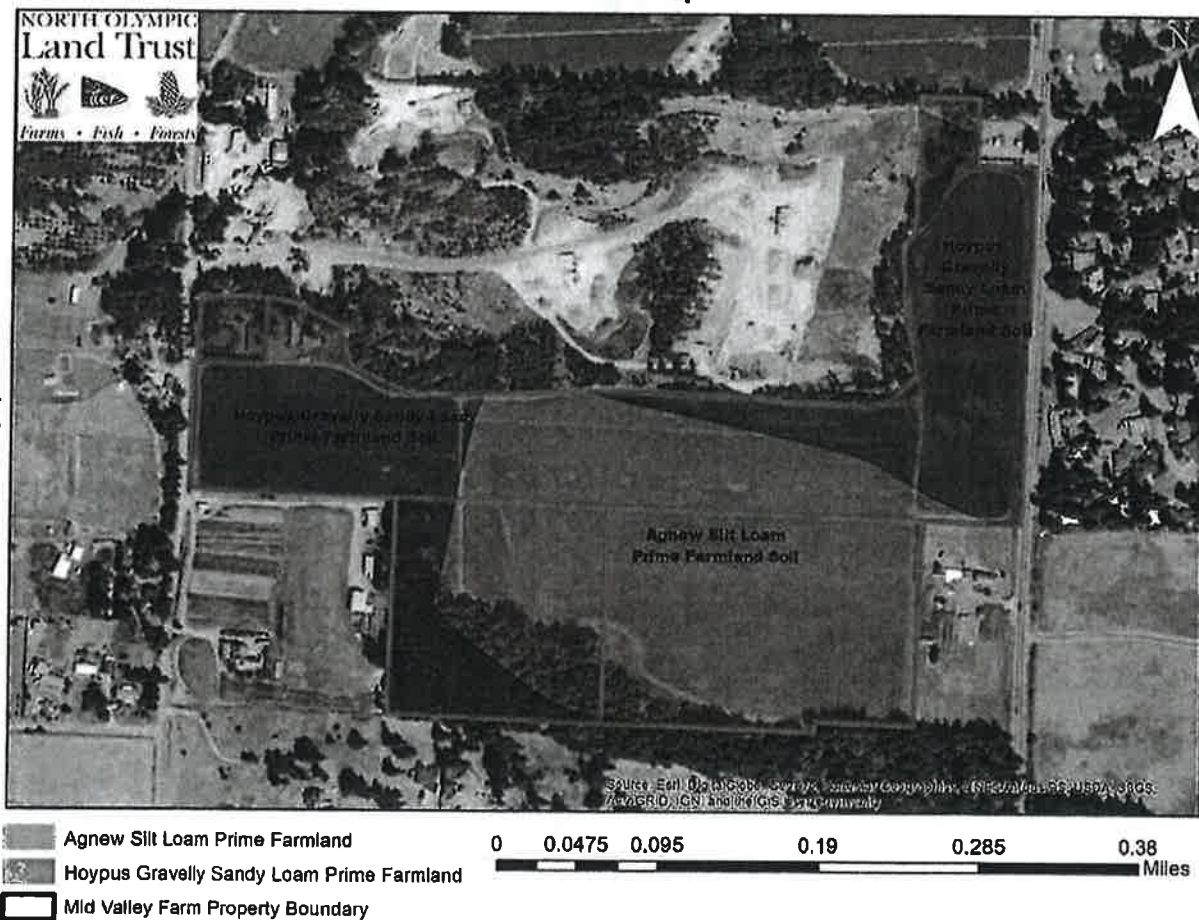
☐ 50-75%

☒ 76-100%

The farm is 100% prime farmland soils. 26 acres are prime farmland if irrigated (Hoypus gravelly sandy loam, 0 to 15 percent slopes), and 30 acres are always prime farmland (Agnew silt loam, 0 to 8 percent slopes), shown below.

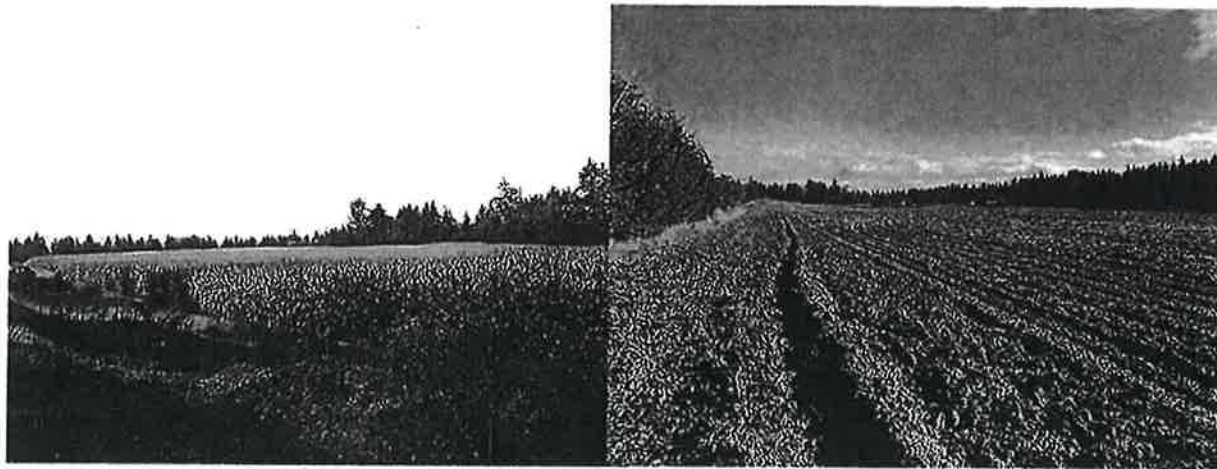
**Mid Valley Farm
Soils Map**

Map created by Michael Auger, North Olympic Land Trust 2/10/22



5. Please describe the agricultural use of the land, including number of livestock, general description of crops or specialty crops etc.

The farm is currently leased to Troy and Ben Smith, who have farmed the property for a number of years. In 2021, the entire property was planted with corn for feed for their nearby dairy. The Smiths crop rotation includes vegetable seed, hay, corn, and sometimes barley. Recent photos are below.



October 2, 2020

December 17, 2021

The Smiths have a plan to pasture heifers in the eastern portion of Mid Valley Farm. This area of the farm drains well. They will move their heifers here for pasture and conduct rotational grazing.

There are currently no livestock on the property.

6. Please list all soil and water conservation practices and plans in effect on the property.

- When there have been dairy or beef cattle on the farm, there was rotational grazing in place, and this will continue into the future with the Smiths. Rotational grazing, when done properly, can help prevent overgrazing, increases soil fertility and organic matter, prevents overgrazing, increases resistance to drought by increasing absorption of water into the soil, reduces soil compaction, controls invasive species, and extends the grazing season.
- The Smiths typically plant a rotation of crops of corn, vegetable seed, alfalfa and sometimes barley, but a cover crop is planted during crop rotations to prevent bare soils, reducing soil loss and increasing soil organic matter over time, resulting in improvements in soil structure, stability, and increased moisture and nutrient holding capacity for plant growth.

- Irrigation pipelines are used seasonally to carry offset water to an aquifer recharge site on Evans Road that consists of three infiltration galleries which help recharge the aquifer during the early part of the irrigation season, typically mid-May, or earlier if the river is running high enough, to mid-July. These aquifer recharge sites help to strategically recharge water in areas that are impacted by development.

7. Please identify any conservation practices that address climate change.

Aquifer recharge as noted above is a key component as our community's emerging climate resiliency strategy.

In 2021, North Olympic Land Trust and Jefferson Land Trust completed a study that included an analysis of the working farmland that will continue to be productive in light of our changing climate. The majority of this farm (47 of its 56 acres, 85% of the farm) was identified within that climate resiliency analysis. This means that, when considering all the implications of a warming and changing climate, this farm is likely to retain its robust productive capacity for food and fiber, and is likely to continue to have adequate water supplies.

8. Please disclose all residences and buildings on the property

The property includes the landowners' residence, a lean-to, and a workshop/blacksmith shop. All are included in the proposed 1-acre building envelope, shown on page 4.



Residence

Lean-to and workshop/blacksmith

9. Please provide a brief history of the property & benefits to the community.

Mid Valley Farm has been farmed since 1945 when the landowners' parents bought the land and converted it to from a forest to farmland. Between 1945 and 1965, it was a dairy farm, with about 30 head of cattle. They also usually had 5 beef cattle and some chickens. Between 1965 and 1978, there were some beef cattle, and they planted alfalfa for hay. From 1978 into the 1980s, the Smiths planted barley. Sometime in the 1980s, Harold Sofie started farming the land and planted alfalfa for hay to supply feed for his

cattle. About 6 or 7 years ago, the Smiths started farming it again, farming their typical rotation of crops of corn, vegetable seed, alfalfa and sometimes barley.

In question 10 below, we describe the benefits to the community, as well as how the farm is connected with the broader community.

10. Please describe how the farm is integrated/connected with the broader community.

This is part of the land farmed by the Smiths so they can grow enough feed for their dairy cattle. They operate one of two remaining dairy farms in Clallam County, Maple View Dairy. This land is critical to their dairy. This land is particularly valuable to them because it has a good irrigation system on it, it's close to their dairy, its soils are productive, and there's even land that drains well for pasture.

This farm has also has significance because it provides scenic open space along Evans Road, which many people drive or bike. Many birders enjoy watching large numbers of Trumpeter Swans that regularly use the property along with small populations of Tundra Swans. According to the Northwest Swan Conservation Association, crops grown for dairy cattle is critical for winter swan survival because the grasses are higher in protein and allow them to easily pack on energy stores for their migration and they are more likely to arrive in good enough condition to breed. Trumpeter and Tundra Swans are both protected species under state law and WDFW considers them priority species for conservation.

C. VIABILITY OF PROPOSAL

1. Are there any anticipate or pending threats to convert the land to a non-agricultural use?



Yes



No

If yes, please describe

The property is high-quality farmland that has been zoned Rural Neighborhood Conservation (NC), which allows subdivision to 5-acre lots. Our analysis of County codes suggests that the current four lots could be configured to add 9-11 dwelling units to the property.

In May 2021, the Land Trust finalized a Farmland Conservation Strategy that highly prioritized this property for conservation and its alignment with the goal of protecting quality “agricultural lands from conversion to more intensive residential or commercial land use”.

The landowners would like to see it conserved in perpetuity as farmland.

We anticipate the need to maintain the 1.9-acres of existing infrastructure as a building envelope on the property. This includes the existing residence.

2. Please describe your plan for stewardship of this farmland.

The landowner’s current plan hinges on their ability to sell a conservation easement on the property to protect it as a working farm. Their intent is to maintain their current lease with the Smiths. In the future, the farm may be managed by the next generation, likely a family member who currently farms in Battleground, WA and would love to become the 4th generation from the family to work this farm. His vision is to use regenerative agricultural practices that ensure the long-term sustainability of the property’s valuable soils.

As the Land Trust accepts a conservation easement, a baseline documentation report is created and we enter into a binding relationship with the current and future landowners to ensure that the property’s current agricultural and conservation values are maintained and improved. To fund this work, the Land Trust maintains an invested Stewardship Fund to endow its conservation easement stewardship costs. The current corpus of that fund is over \$1.5 million and funds are added for each new stewardship obligation to address its additional impact.

North Olympic Land Trust is nationally accredited with the Land Trust Accreditation Commission. This means we follow all of the ethical and technical guidelines for responsible land trust operations created by the Land Trust Alliance, and are audited regularly to ensure compliance. In addition, North Olympic Land Trust is a member of the Terraforma insurance program. This insurance pool was created by land trusts across the country to provide robust legal defense funds for any potential easement

violations. Both of these contribute to our promise of being around forever and stewarding each and every property well.

3. Are you applying to receive monies from other funding sources as well as the Conservation Futures Fund?

☒ Yes

☐ No

If yes, please describe

With this proposal, the Land Trust requests that up to \$400,000 from the Conservation Futures Fund be allocated to this proposal. In May, we will request significant funding through the State's Washington Wildlife and Recreation Program (WWRP) Farmland Preservation program. We will also request funding from a Floodplains by Design grant already secured by the Jamestown S'Klallam Tribe specific to projects like this. The Land Trust also intends to conduct a fundraising campaign this fall to support this and other farmland conservation efforts. The major factors that would decrease the amount needed from Conservation Futures are the easement value determined by the property appraisal and success with our WWRP application.

In a best-case scenario, a property appraisal would occur this summer. If delayed by funder requirements, the appraisal would be delayed accordingly.

We expect to get an initial indication on the ranking of our WWRP proposal in October 2022, however funds will not be allocated until the Legislature enacts its Capital Budget in late spring of 2023, and we are likely not under contract until the fall of 2023.

At this stage, we estimate the Land Trust's total costs for this effort to be about \$925,000. These costs are based on consultation with realtors on potential land value, a review of similar easement valuations as a percentage of land value, estimated closing costs and other due diligence, including a conservation easement appraisal, review appraisal, cultural resource assessment, and a Phase I environmental site assessment. We anticipate that our ongoing stewardship of this land will require \$25,000 to be invested in our Stewardship Fund.

The current plan for this project is to:

- March 2022 – Seek up to \$400,000 from the Conservation Futures Fund toward the conservation easement purchase price.
- Finalize the plan with the Jamestown S'Klallam Tribe for the use of up to \$500,000 in funding from Floodplains by Design towards this effort.
- May 2022 – Submit a proposal to WWRP for approximately \$450,000 for this project. In addition, the Land Trust will submit a request for a Waiver of Retroactivity, which if approved, would provide the ability to complete the project prior to approval and still be reimbursed.
- Based on the results of our Conservation Futures application and Waiver of

Retroactivity request, the Land Trust could begin the appraisal and complete the due diligence process over the summer of 2022.

- In the fall, the Land Trust will embark on a fundraising campaign to address remaining needs of this project.
- In a best-case scenario, the Land Trust could purchase the easement in late 2022 using funding from Floodplains by Design, fundraising results, and a loan from an internal Revolving Fund. When the results of our WWRP application are known in the spring of 2023, we could then finalize reimbursement first from the State, and then with the remainder from the Conservation Futures Fund.

4. Please share the economic viability of your farming business. Attach your business plan if available.

For the duration of the lease with the Smiths, there is a plan in place to address farm viability and financial self-sustainability. The Smith Family have been farming in the Sequim-Dungeness Valley for five generations and continuing to operate one of two remaining dairies a testament to their farm's economic viability. Ben Smith talks about Maple View Dairy, which this farm supports, in a Nature Conservancy article: ¹

If and when the land is passed along to a future generation of the landowners' family, the intended farmer may be Danny Rowland. He currently operates Misty Frog Acres in Battleground where he successfully raises pastured poultry, ducks, Icelandic sheep (for fiber and meat), French angora rabbits and pigeons. ² They are currently trying to reduce the farm's carbon footprint by converting its equipment to electric, starting with three 1975 Power King tractors.

5. How long have you been farming and/or plan to continue farming this property into the future? Please attach farm plan for expected use of this property.

The Davis family plans to continue farming, and leasing to the Smiths at least for the short term. In the long-term, Danny Rowland and his family might farm.

The Smiths have an active lease, through December 31, 2025. As mentioned above, the Smiths are planning for some heifers in the eastern portion of the land they lease, and would move their heifers here to pasture.

Danny Rowland and his family are also interested in farming the land in the future, as mentioned above. His vision is regenerative agriculture. Danny would be the 4th generation of Davis' to farm the land.

¹ washingtonnature.org/fieldnotes/ben-smith-sequim-farmer-dungeness

² mistyfrogacres.com

The family is working with the Conservation District to create a farm plan, which will detail expected use of the property, and will not conflict with the Smith's current nutrient management plan, which includes this property. The Smith's nutrient management plan is for all the land they farm, and is mainly focused on where and how much manure they can spread on the crops planted.

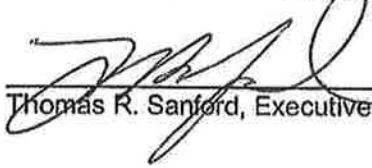
C. APPLICATION AGREEMENT

It is understood that the above information is submitted in good faith, based on present expectations of the Applicant, to aid the Conservation Futures Advisory Board of Clallam County in its consideration of this application for the sale of a conservation easement.

The information in this application and supporting documents are true and complete to the best of my/our knowledge and are submitted for the purpose of the sale of a conservation easement. I/We understand that this application is subject to review by the Conservation Futures Advisory Board and the Board of Clallam County Commissioners in order to properly evaluate and process this application.

Dated at Portland Or, on the 22 day of February, 2022
(City) (State)

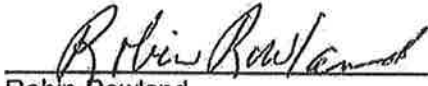
Name and Signature of Applicant:



Thomas R. Sanford, Executive Director, North Olympic Land Trust

Name and Signature of Landowners:

Dana Davis



Robin Rowland

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Dated at Sequim WA, on the 2 day of 25, 2022
(City) (State)

Name and Signature of Applicant:

Thomas R. Sanford
Thomas R. Sanford, Executive Director, North Olympic Land Trust

Name and Signature of Landowners:

Dana Davis
Dana Davis

Robin Rowland

RECEIVED
CLALLAM CO. COMMISSIONERS
MAR 01 2022
1...2...3...A...

APPLICATION INSTRUCTIONS – GENERAL GUIDELINES

APPLICATION DEADLINE:

Applications must be received at the Board of County Commissioner's Office, 223 East 4th Street, Suite 4, Port Angeles WA 98362-3015 (Clallam County Courthouse, main level, Room 150) until **12 p.m., Monday, March 14, 2022.**

The Clallam County Conservation Futures Program Advisory Board will review applications in a public meeting as determined at the Clallam County Courthouse, Commissioner's Boardroom 160. Applicants will be notified and attendance by the applicant's representative is required for presentation and questions. Following review, Clallam County Conservation Futures Program Advisory Board will forward its recommendation to the Board of County Commissioners.

APPLICATION SUBMITTAL INFORMATION:

Submit the **original application and two copies to:**

Conservation Futures Program Advisory Board
Board of Commissioner's Office
223 East 4th Street, Suite 4 (Room 150)
Port Angeles WA 98362-3015

All copies need to be single sided and not stapled and no folders. All documents and brochures must be printed on 8.5 x 11 letter size paper to be accepted. Documents delivered to other offices and received late by the Commissioners' Office will not be considered nor will ones received by facsimile or e-mail. Submittals made in an incorrect format will not be considered.

CONTACT INFORMATION:

Questions can be directed to the Clerk of the Board by email at agores@co.clallam.wa.us or phone 360-417-2256

Clallam County Conservation Futures Program Advisory Board website can be found at this link: <http://www.clallam.net/bocc/CFPAB.html>

ALTA Commitment for Title Insurance



ISSUED BY

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

NOTICE

Order No.: 120916PS-SH

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, A Florida corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Issued by:

Olympic Peninsula Title Company
403 S. Peabody Street
Port Angeles, WA 98362
Tel: 360-457-4451

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By: Shellie Holden
Shellie Holden, Title Examiner

By: Mark A. Bilbey President
Attest: David Wold Secretary

**ALTA Commitment for Title Insurance
COMMITMENT CONDITIONS**

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements; [and]
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form].

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.

**ALTA Commitment for Title Insurance
COMMITMENT CONDITIONS – CONTINUED**

- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing [and authenticated by a person authorized by the Company].
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

ALTA Commitment for Title Insurance

403 S Peabody St
Port Angeles WA 98362
360-457-4451
800-488-0865



495 W Spruce St
Sequim WA 98382
360-683-4179
800-488-0864

www.olypentitle.com

Prepared For:
North Olympic Land Trust
PO Box 2945
Port Angeles WA 98362
Michele Canale

Order No.: 120916PS-SH
Reference: Gloria A. Davis Family LP
834 Evans Rd

For Service on this order call: Shellie Holden at (360) 457-4451 Ext. 1006
OR, send E-Mail message to: shellie@olypentitle.com

SCHEDULE A

1. Commitment Date: **12/16/2020 at 8:30 a.m.**
2. Policy or Policies to be issued:
2006 ALTA® Owner's Policy ☒ Standard Coverage ☐ Extended Coverage
Amount \$50.00
Premium: \$
Sales Tax: \$
Total: \$0.00

Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below.
3. The estate or interest in the Land described or referred to in this Commitment is: **Fee Simple**
4. Title to said estate or interest in the Land is at the Commitment Date vested in:
Gloria A. Davis Family Limited Partnership, a general partnership
5. The Land referred to in this Commitment is situated in the County of Clallam, State of Washington, and is described as follows: **SEE EXHIBIT "A" ATTACHED HERETO:**

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

**ALTA Commitment for Title Insurance
EXHIBIT "A"**

Order No.: **120916PS-SH**

PARCEL A:

PARCEL 2 OF DAVIS SURVEY, RECORDED AUGUST 16, 2002 IN VOLUME 50 OF SURVEYS, PAGE 47, UNDER CLALLAM COUNTY RECORDING NO. 2002 1090449, BEING A PORTION OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 30 NORTH, RANGE 3 WEST, W.M., CLALLAM COUNTY, WASHINGTON.
SITUATE IN CLALLAM COUNTY, STATE OF WASHINGTON.

PARCEL B:

THE NORTH HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST, OF SECTION 7, TOWNSHIP 30 NORTH, RANGE 3 WEST, W.M., CLALLAM COUNTY, WASHINGTON.
SITUATE IN CLALLAM COUNTY, STATE OF WASHINGTON.

PARCEL C:

THE WEST 15 ACRES OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 30 NORTH, RANGE 3 WEST, W.M., CLALLAM COUNTY, WASHINGTON.
SITUATE IN CLALLAM COUNTY, STATE OF WASHINGTON.

**ALTA Commitment for Title Insurance
SCHEDULE B, PART I**

Requirements

Order No.: **120916PS-SH**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this Commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this Commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.
3. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid. An Owner's policy should reflect an amount at least equal to the full value of the estate insured without deduction of encumbrances. A Loan policy shall be issued in an amount equal to the amount of the loan unless there is additional collateral reducing the need for coverage. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.
4. Pay the agreed amount for the estate or interest to be insured.
5. Pay the premiums, fees, and charges for the Policy to the Company.
6. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
7. Additional requirements and/or exceptions may be added as details of the transaction are disclosed to, or become known by the Company.
8. Due to the conflict between Federal and State laws concerning the cultivation, distribution, manufacture or sale of Marijuana (Cannabis), the Company is not able to Close or Insure any transactions involving land that is associated with these activities.
9. In order to assure timely recording, all recording packages should be sent to:
Olympic Peninsula Title Company
403 S. Peabody Street
Port Angeles, WA 98362
Attn: Recorder
10. Recording fees charged by Clallam County are billed as follows:
Deeds: \$103.50 for the 1st page and \$1.00 for each additional page.
Deeds of Trust: \$104.50 for the 1st page and \$1.00 for each additional page.

Effective 7/28/2019 Deed fees will increase to \$103.50 for the first page, and Deed of Trust fees will increase to \$104.50.
11. Investigation should be made to determine if there are any service, installation, maintenance or construction charges for sewer, water, or electricity.

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ALTA Commitment for Title Insurance

12. The Company requires the proposed insured to verify that the land covered by this Commitment is the land intended to be conveyed in this transaction. The description of the land may be incorrect, if the application for Title Insurance contained incomplete or inaccurate information. Notify the Company well before closing if changes are necessary. Closing instructions must indicate that the legal description has been reviewed and approved by all parties.
13. All documents recorded in Washington State MUST include an abbreviated legal description and the parcel number on the first page of the document. The abbreviated description for this property is:

PCL 2 DAVIS SVY V50 PG47 & PTN N2 S2 SE4 S7-T30M-R3W

NOTES:

- a. In the event this transaction fails to close and the commitment is cancelled, a cancellation fee of \$50.00 + sales tax will be charged for services rendered in accordance with our rate schedule.
- b. Any map or sketch enclosed as an attachment herewith is furnished for information purposes only to assist in property location with reference to streets or other parcels. No representation is made as to accuracy and the Company assumes no liability for any loss occurring by reason of reliance thereon.
- c. There are NO conveyances affecting said land recorded within 24 months of the date of this report.

END OF SCHEDULE B, PART I

**SCHEDULE B, PART II
Exceptions**

Order No.: **120916PS-SH**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

A. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.

B. GENERAL EXCEPTIONS:

1. Rights or claims of parties in possession, or claiming possession, not shown by the Public Records.
2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
3. Easements, prescriptive rights, rights-of-way, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any lien, or right to a lien, for contributions to employee benefit funds, or for state workers' compensation, or for services, labor, or material heretofore or hereafter furnished, all as imposed by law, and not shown by the Public Records.
5. Taxes or special assessments which are not yet payable or which are not shown as existing liens by the Public Records.
6. Any lien for service, installation, connection, maintenance, tap, capacity, or construction or similar charges for sewer, water, electricity, natural gas or other utilities, or for garbage collection and disposal not shown by the Public Records.
7. Unpatented mining claims, and all rights relating thereto.
8. Reservations and exceptions in United States Patents or in Acts authorizing the issuance thereof.
9. Indian tribal codes or regulations, Indian treaty or aboriginal rights including easements or equitable servitudes.
10. Water rights, claims or title to water.
11. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records, or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.

C. SPECIAL EXCEPTIONS TO FOLLOW:

This page is only a part of a 2016 ALTA[®] Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

**SCHEDULE B – PART II
SPECIAL EXCEPTIONS**

Order No.: **120916PS-SH**

1. REAL ESTATE EXCISE TAX PURSUANT TO THE AUTHORITY OF R.C.W. 82.45 AND SUBSEQUENT AMENDMENTS THERETO.

AS OF THE DATE HEREIN, THE EXCISE TAX RATE FOR SAID PROPERTY IS 1.6% ON THE FIRST \$500,000.00 OF THE SALES PRICE; 1.78% ON THE PORTION OF SALES PRICE \$500,000.01 UP TO \$1,500,000.00; 3.25% ON THE PORTION OF SALES PRICE \$1,500,000.01; AND 3.5% ON THE PORTION OF SALES PRICE \$3,000,000.01 OR MORE.

2. GENERAL TAXES, (ASSESSMENTS FOR FIRE PATROL, IRRIGATION AND/OR WEED CONTROL, IF ANY) AS FOLLOWS, TOGETHER WITH INTEREST, PENALTY AND STATUTORY FORECLOSURE COSTS, IF ANY, AFTER DELINQUENCY:

(1ST HALF DELINQUENT ON MAY 1; 2ND HALF DELINQUENT ON NOVEMBER 1)

TAX ACCOUNT NO.: 03-30-07-420000 (PARCEL A)
PROPERTY ID NO.: 17647
YEAR: 2020
AMOUNT BILLED: \$402.64
AMOUNT PAID: \$402.64
PRINCIPAL BALANCE: NONE

TAX ACCOUNT NO.: 03-30-07-430000-1000 (PARCEL B)
PROPERTY ID NO.: 17655
YEAR: 2020
AMOUNT BILLED: \$28.75
AMOUNT PAID: \$28.75
PRINCIPAL BALANCE: NONE

TAX ACCOUNT NO.: 03-30-07-430000-2001
PROPERTY ID NO.: 17656
YEAR: 2020
AMOUNT BILLED: \$9.03
AMOUNT PAID: \$9.03
PRINCIPAL BALANCE: NONE

TAX ACCOUNT NO.: 03-30-07-440030-1000 (PARCEL C)
PROPERTY ID NO.: 17695
YEAR: 2020
AMOUNT BILLED: \$86.24
AMOUNT PAID: \$86.24
PRINCIPAL BALANCE: NONE

TAX ACCOUNT NO.: 03-30-07-440030-2001
PROPERTY ID NO.: 17696
YEAR: 2020
AMOUNT BILLED: \$2.37
AMOUNT PAID: \$2.37
PRINCIPAL BALANCE: NONE

3. LIABILITY FOR LIEN OF TAXES ON THE TIMBER LOCATED ON THE LAND. THE LANDS HEREIN DESCRIBED ARE DESIGNATED ON THE TAX ROLLS AS FOREST LAND PURSUANT TO R.C.W. 84.33, AND THE TIMBER LOCATED THEREON IS NOT TAXED AS REAL PROPERTY BUT WILL BE SUBJECT TO COLLECTION OF A TAX UPON HARVESTING THEREOF. IN THE EVENT THAT SAID LAND IS REMOVED FROM ITS PRESENT DESIGNATION OF FOREST LAND, IT MAY BECOME LIABLE TO ASSESSMENT OF A COMPENSATING TAX FOR PRIOR YEARS. ANY SALE OR TRANSFER OF SAID PROPERTY REQUIRES COMPLETING OF AN APPLICATION AND SUBMISSION TO THE COUNTY ASSESSOR WITHIN 60 DAYS OF SUCH SALE REQUESTING THAT THE CLASSIFICATION BE CONTINUED.
AFFECTS; PARCEL B AND C
4. THE LANDS DESCRIBED HEREIN HAVE BEEN CLASSIFIED AS FARM AND AGRICULTURAL DISCLOSED BY NOTICE RECORDED APRIL 25, 2007 UNDER CLALLAM COUNTY RECORDING NO. 2007 1200118, AND ARE SUBJECT TO THE PROVISIONS OF R.C.W. 84.34, WHICH INCLUDE THE REQUIREMENT OF A CONTINUATION OF RESTRICTED USE IN ORDER TO CONTINUE THE PRESENT ASSESSMENT RATE. A CHANGE IN USE CAN CAUSE AN INCREASED ASSESSMENT RATE FOR PRESENT AND PAST YEARS. ANY SALE OR TRANSFER OF ALL OR A PORTION OF SAID LAND REQUIRES EXECUTION OF A NOTICE OF COMPLIANCE FORM ATTACHED TO THE EXCISE TAX AFFIDAVIT.
AFFECTS: PARCEL A
5. ALL COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, EASEMENTS OR OTHER SERVITUDES, IF ANY, DISCLOSED BY DAVIS SURVEY RECORDED UNDER CLALLAM COUNTY RECORDING NO. 2002 1090449, BUT OMITTING COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW.

RIGHTS OR BENEFITS, IF ANY, WHICH MAY BE DISCLOSED BY THE RECORDED DOCUMENT(S) ABOVE AFFECTING LAND OUTSIDE THE BOUNDARY DESCRIBED HEREIN.

6. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE: PUBLIC UTILITY DISTRICT NO. 1 OF CLALLAM COUNTY
PURPOSE: ELECTRIC TRANSMISSION AND DISTRIBUTION LINE OR SYSTEM
AREA AFFECTED: PORTION OF PROPERTY HEREIN DESCRIBED
RECORDED: JUNE 8, 1981
RECORDING NO.: 520612

7. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE: PUBLIC UTILITY DISTRICT NO. 1 OF CLALLAM COUNTY
PURPOSE: ELECTRIC TRANSMISSION AND DISTRIBUTION LINE OR SYSTEM
AREA AFFECTED: PORTION OF PROPERTY HEREIN DESCRIBED
RECORDED: SEPTEMBER 12, 1997
RECORDING NO.: 761034

8. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE: PUBLIC UTILITY DISTRICT NO. 1 OF CLALLAM COUNTY
PURPOSE: ELECTRIC TRANSMISSION AND DISTRIBUTION LINE OR SYSTEM
AREA AFFECTED: PORTION OF PROPERTY HEREIN DESCRIBED
RECORDED: JUNE 12, 2002
RECORDING NO.: 2002 1086749

9. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE: PUBLIC UTILITY DISTRICT NO. 1 OF CLALLAM COUNTY
PURPOSE: ELECTRIC TRANSMISSION AND DISTRIBUTION LINE OR SYSTEM
AREA AFFECTED: PORTION OF PROPERTY HEREIN DESCRIBED
RECORDED: NOVEMBER 22, 2005
RECORDING NO.: 2005 1169910

10. PLEASE BE ADVISED THAT OUR SEARCH DID NOT DISCLOSE ANY OPEN DEEDS OF TRUST OF RECORD. IF YOU SHOULD HAVE KNOWLEDGE OF ANY OUTSTANDING OBLIGATION, PLEASE CONTACT THE TITLE DEPARTMENT IMMEDIATELY FOR FURTHER REVIEW PRIOR TO CLOSING.

11. TERMS AND CONDITIONS OF THE PARTNERSHIP AGREEMENTS UNDER WHICH TITLE IS CLAIMED. AN EXECUTED COPY OF THE PARTNERSHIP AGREEMENT AND AMENDMENTS, IF ANY, OF GLORIA A DAVIS FAMILY LIMITED PARTNERSHIP, PUPORTEDLY A PARTNERSHIP, SHOULD BE SUBMITTED TO THE COMPANY.

ANY CONVEYANCE OR ENCUMBRANCE OF PARTNERSHIP PROPERTY SHOULD BE EXECUTED BY ALL PARTNERS AND THEIR SPOUSES UNLESS OTHERWISE PROVIDED FOR IN THE AGREEMENT.

END OF SPECIAL EXCEPTIONS

716060

RECORDED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF THE STATE OF WASHINGTON

Gloria A. Davis
Gloria A. Davis

DEC -9 PM 3:01
1078 702

QUIT CLAIM DEED

THE GRANTOR, GLORIA A. DAVIS, for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUATION CONSIDERATION, conveys and quit claims to GLORIA A. DAVIS FAMILY LIMITED PARTNERSHIP any interest she may have in the following-described real estate, situate in the County of Clallam, State of Washington, including any interest therein which grantor may hereafter acquire:

See Exhibit A attached hereto and by this reference incorporated herein as though fully set forth.

DATED this 6 day of December, 1994.

Gloria A. Davis
Gloria A. Davis

STATE OF WASHINGTON)

COUNTY OF CLALLAM) ss.

On this day personally appeared before me GLORIA A. DAVIS, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged to me that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 6 day of December, 1994.

Notary Signature:
Typed/Printed Name:

Title/Residence:
Expiration:

John R. Rutz
John R. Rutz
NOTARY PUBLIC in and for the State of
Washington, residing at Port Angeles.
My appointment expires July 11, 1997

NO.
CLALLAM COUNTY
TRANSACTION EXCISE TAX
PAID DEC -9 1994
AMOUNT
COUNTY TREASURER
BY *John R. Rutz*

BOOK 1078 PAGE 702

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 30 NORTH,
 RANGE 3 WEST, W.M. CLALLAM CO., WA., DESCRIBED AS FOLLOWS:
 BEGINNING AT THE NORTHWEST CORNER OF SAID S.E. 1/4; THENCE S01°51'44"W,
 ALONG THE WEST LINE THEREOF, 948.71 FEET TO THE TRUE POINT OF BEGINNING OF
 THIS DESCRIPTION; THENCE CONTINUING S01°51'44"W, 392.63 FEET TO THE
 N.W. CORNER OF THE S.W. 1/4 OF SAID S.E. 1/4; THENCE S87°42'45"E ALONG THE
 NORTH LINE OF SAID S.W. 1/4 OF THE S.E. 1/4, 663.20 FEET TO THE N.E. CORNER OF
 THE N.W. 1/4 OF SAID S.W. 1/4, S.E. 1/4; THENCE S01°47'15"W 668.09 FEET TO THE S.E.
 CORNER OF SAID N.W. 1/4, S.W. 1/4, S.E. 1/4; THENCE S87°52'28"E, ALONG THE SOUTH
 LINE OF THE NORTH 1/2, SOUTH 1/2 OF SAID S.E. 1/4, 1335.42 FEET; THENCE N01°37'25"E
 30.00 FEET; THENCE S87°52'28"E 309.91 FEET TO THE EAST LINE OF THE WEST 15.00
 ACRES OF THE N1/2, S.E. 1/4 OF SAID S.E. 1/4; THENCE N01°44'15"E, ALONG SAID EAST
 LINE, 634.35 FEET TO THE NORTH LINE OF THE S1/2 OF SAID S.E. 1/4; THENCE
 S87°42'45"E, ALONG SAID NORTH LINE, 344.58 FEET TO THE EAST LINE OF SAID S.E. 1/4;
 THENCE N01°37'25"E, ALONG SAID EAST LINE, 1118.03 FEET TO THE S.E. CORNER OF
 TAX # 3922 AS PER AUDITOR'S FILE NO. 370448; THENCE N87°23'46"W 208.74 FEET TO
 THE S.W. CORNER OF SAID TAX # 3922; THENCE N01°37'26"E 208.74 FEET TO THE
 NORTH LINE OF SAID S.E. 1/4 AND THE N.W. CORNER OF SAID TAX # 3922; THENCE
 N87°23'46"W ALONG SAID NORTH LINE, 2168.37 FEET TO THE N.E. CORNER OF THE
 NORTH 185.00 FEET OF THE WEST 270.00 FEET OF SAID S.E. 1/4; THENCE S01°51'44"W
 185.01 FEET TO THE S.E. CORNER OF SAID NORTH 185.00 FEET OF THE WEST 270.00
 FEET; THENCE S87°23'46"E 79.98 FEET; THENCE S02°36'14"W 114.98 FEET; THENCE
 S87°23'46"E 1250.00 FEET; THENCE S02°36'14"W 550.00 FEET; THENCE N87°23'46"W
 1130.00 FEET; THENCE N02°36'14"E 40.00 FEET; THENCE N64°07'04"W 177.24 FEET;
 THENCE N87°23'46"W 61.29 FEET TO THE N.E. CORNER OF THE DANA DAVIS PARCEL
 PER AUDITOR'S FILE NO. 439689; THENCE S01°51'44"W 208.71 FEET TO THE S.E.
 CORNER OF SAID DANA DAVIS PARCEL; THENCE N87°23'46"W 238.71 FEET TO THE
 TRUE POINT OF BEGINNING OF THIS DESCRIPTION.
 EXCEPT RIGHT-OF-WAY FOR PUBLIC ROADS.

090712

2 of 2

BOOK 1078 PAGE 703

Exhibit A

WD

Joseph M. Sylvia , a single man
to
Antonio Vargas, a bachelor

219241 ✓

Da. Sept 16, 1937

Ft. Nov 1, 1945

Vol. 175 P. 245 ✓

\$10.00

C & W to 2p the fol desd re, sit in CCSW:

SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Sec 5, Twp 29 North, Range 2 West, WM., and
The S $\frac{1}{2}$ of the SE $\frac{1}{4}$ and the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$, excepting (9) acres,
as deeded to Louisa Capriotti, in Vol 87 of DEeds, Page 633,
Records of CC-, all in Sec 6, Twp 29 NR 2, WM.

Fed Stamps \$ 2.20

State " \$ 2.00

Joseph M. Sylvia

Ack. Sept 16, 1945 in CCSW by Joseph M. Sylvia , a single man as
his fvad before John M. Wilson npss nsx Nov 20, 1937.

Wd

James J. Gallacci and Gladys Marie
Gallacci, hw

219242 ✓

Da. Oct 20, 1945

Ft. Nov 1, 1945

Vol. 175 P. 247 ✓

to
Robert W. Davis and Gloria A. Davis, hw \$10.00 and other valuable
Consideration

C & W to 2p the fol desd re, sit in CCSW:

The North half of the Southeast Quarter, and the North half of the
East half of the Southwest quarter of the Southeast quarter, all
in Sec (7) , Twp (30) NR (3) WWM. Except right of way for existing
public roads.

Fed Stamps \$ 9.90

State " \$ 9.00

James J. Gallacci

Gladys Marie Gallacci

Ack. Oct 20, 1945 in CCSW by James J. Gallacci and Gladys Marie
Gallacci, hw as their fvad before R. E. Davis npss nsx June 18,
1949.

Mtg

Richard A . Morrish and Violet Morrish,
hw, to
First National Bank in PA,

219243 ✓

Da. Oct 31, 1945

Ft. Nov 1, 1945

Vol. 70 P. 77 ✓

\$
1p Mtgs to 2p to sec payt of (\$1500.00) and int thereon accdg
to the terms of lpn dated Oct 31, 1945, sss renewals and
extensions thereof, the fol desd re, sit in CCSW, to-wit:

Lots (14) and (15) in Block (6) of Englewood Addition to PAW-,
as per plat thereof recorded in Vol 1 of Plats, page 115, records
of CC,

Richard A. Morrish

Violet Morrish

Ack. Oct 31, 1945 in CCSW by Richard A. Morrish and Violet Morrish
,hw, as their fvad before D. H. Lutz npss nsx June 25, 1947

Bill of Sale

Peninsula Plywood Corporation, a corp
of PACCSW-

219245 ✓

Da. Oct 30, 1945

Ft. Nov 1, 1945

Vol. 8 P. 176 ✓

to
Brad Fox

1p for and in condideration of the sum of \$1200.00) to it in
hand paid by 2p the receipt whereof is hereby ackd does by these
presents, G, B, S, and Deliver unto 2p the fol desd personal property
now located at Marine Drive PACCSW, to-wit:

Tt certain frame structure located on the North side of Marine Drive
in the City of PA, between Pine and Valley Streets, known as the
Morgan Mill Office.

319682 cont
All shore lands of the second class, owned by the State of Washington, situate in front of, adjacent to or abutting upon lots (1) and (2), section (25), township (30) north, range (13) west of the Willamette Meridian, with a total frontage of 22.07 lineal chains, m/l, measured along the meander line, according to a certified copy of the government field notes of the survey thereof on file in the office of the Commissioner of Public Lands at Olympia, Washington.

MINERAL RESERVATIONS

\$.55 Fed. Stamp
EXEMPT

xen ok
certification of State that foregoing is true copy of original

WD Fld February 16, 1960 319683
February 12, 1960 \$4500.00 8:30(CCTCo)
Fed Land Bank 256/264

Genevieve L. Smith, as her sep est
Robert W. Davis and Gloria A. Davis, husb and wf
fp cy and war to sp

The West 15 acres of the (N $\frac{1}{2}$) of the (SE $\frac{1}{4}$) of the (SE $\frac{1}{4}$) of Section 7, Township 30 North, Range 3 West of the Willamette Meridian, except that ptn lying within the South 30 feet of the East 10 acres of sd North half of the Southeast Quarter of the Southeast Quarter.

\$4.50 and \$4.95 stamps
\$45.00 Excise Tax Paid - \$4500.00 - #3001

xen ok

Mtg Fld February 16, 1960 319684
February 9, 1960 \$13,500.00 8:30(CCTCo)
144/605

Robert W. Davis and Gloria A. Davis, husb and wf
The Federal Land Bank of Spokane, a corporation
fp gbnc and mtg to sp

Parcel A:

The North Half of the Southeast Quarter and the North Half of the East Half of the Southwest Quarter of the Southeast Quarter of Section 7, Township 30 North, Range 3 West of the Willamette Meridian, except right of way for public roads.

Parcel B:

The West 15 acres of the North Half of the Southeast Quarter of the Southeast Quarter of Section 7, Township 30 North, Range 3 West of the Willamette Meridian, except that ptn lying within the South 30 feet of the East 10 acres of sd North Half of the Southeast Quarter of the Southeast Quarter.

Togw all pumps, motors, and other irrigation equipment now or hereafter used with sd property, which are hby declared appurtenant thereto.

2
tap of (\$13,500.00) with int then from dt at the rate of 6% per annum on the principal sum from ti to ti remaining unpd acc to the terms of one pn hed herewith.

xen ok

FILED FOR RECORD AT THE REQUEST

OF CC ASSESSOR
RECORDED IN RECORDS OF CLALLAM CO.

2003 MAY -2 AM 8:32

When Recorded Return to:

Clallam County Assessor



2003 1107361

Clallam
County

**NOTICE OF APPROVAL FOR DESIGNATED FOREST LAND
CHAPTER 84.33 RCW**

Grantor(s) Clallam County Assessor

Grantee(s) Gloria A. Davis Family LP

Legal Description

Assessor's Property Tax Parcel or Account Number 033007440030, 033007430000, 033007410000

Reference Numbers of Documents Assigned or Released Per Timber Management Plan

Gloria A. Davis Family LP

(Owner's Name)

972 Evans Road

(Street Address)

Sequim, WA. 98382

(City, State, Zip)

You are hereby notified that the above-described land has been approved for designated forest land under RCW 84.33.130 and 140. (See definition of "Forest Land" and "Designated Forest Land" on back of form.)

Upon removal from designated forest land, a compensating tax shall be imposed upon the land based on the following procedure:

1. The designated forest land value at the time of removal is subtracted from the true and fair value of the land at the time of removal.
2. The result is multiplied by the last levy rate extended against the land.
3. This result is multiplied by the number of years in designation (not to exceed 9).
4. In the year of removal, the tax is calculated based on the true and fair value of the land.
5. The total tax due is equal to the compensating tax plus a recording fee.

When Recorded Return to:

Clallam County Assessor
223 East 4th Street, Suite 2
Port Angeles, WA 98362



2007 1200118

Clallam
County

FILED FOR RECORD AT THE REQUEST

Assessor
RECORDED & INDEXED CLALLAM CO

2007 APR 25 AM 11:05

**NOTICE OF APPROVAL OR DENIAL OF APPLICATION FOR CLASSIFICATION AS
FARM AND AGRICULTURAL LAND UNDER RCW 84.34.020(2)**

Grantor(s) CLALLAM COUNTY
Grantee(s) GLORIA A DAVIS FAMILY LP
Legal Description 1A IN PT PAR 2 SURV V50 P47
FKA 5A IN NWSE EXC R/W & EXC TX#7796
SURVEY V45 P3 1.00A
Assessor's Property Tax Parcel or Account Number 033007-420000-2001
Reference Numbers of Documents Assigned or Released _____

Your application for Farm and Agriculture classification has been:

- ☒ Approved in Whole ☐ Approved in Part
☐ Denied in Whole ☐ Denied in Part
☐ Transferred from RCW 84.33

Partial Approval

Legal description for partial approval

Denial – A portion or all of the land described above has been denied classification.
Reason for denial

Appeal – A denial of an application as Farm and Agricultural land may be appealed to the County Board of Equalization. The appeal must be filed within 30 days of the date of notice of denial or July 1 of the current year, whichever is later.

Linda Gerdon-Snyder *LGS*

County Assessor or Deputy

April 20, 2007

Date

Prepare in duplicate. If denied, send original to land owner. If approved, file original with auditor. When returned from auditor send land owner a copy. Retain original with recording information.

For tax assistance, visit <http://dor.wa.gov> or call (800) 647-7706. To inquire about the availability of this document in an alternate format for the visually impaired, please call (360) 486-2342. Teletype (TTY) users may call (800) 451-7985.

FOREST LAND is synonymous with designated forest land and means all contiguous land in common ownership of 20 or more acres, which is primarily devoted to and used for growing and harvesting timber and means land only.

DESIGNATED FOREST LAND is land which is primarily devoted to and used for growing and harvesting timber, but it's value for other purposes may be greater than it's value for use as forest land.

COMPENSATING TAX is not imposed if the removal of designation resulted solely from:

1. Transfer to a government entity in exchange for other forest land located within the state;
2. A taking through the exercise of the power of eminent domain, or sale or transfer to an entity having the power of eminent domain in anticipation of the exercise of such power;
3. A donation of fee title, development rights or the right to harvest timber to a government agency or qualified organization, or sale or transfer of fee title to a governmental entity or nonprofit nature conservancy corporation, exclusively for the protection and conservation of lands recommended for State Natural Area Preserve purposes by the Natural Heritage Council. When the land is no longer used for these purposes, the compensating tax will be imposed upon the current owner;
4. The sale or transfer of title to the Parks and Recreation Commission for park and recreation purposes.
5. Official action by an agency of the State of Washington or by the county or city within which the land is located that disallows the present use of such land;
6. The creation, sale, or transfer of forestry riparian easements under RCW 76.13.120;
7. The creation, sale, or transfer of a fee interest or a conservation easement for the riparian open space program under RCW 76.09.040;
8. The sale or transfer of land within two years after the death of the owner of at least a fifty percent interest in the land if the land has been assessed and valued as designated forest land under this chapter 84.33 RCW, or classified under chapter 84.34 RCW continuously since 1993;
9. The sale or transfer of land after the death of the owner of at least a fifty percent interest in the land if the land has been assessed and valued as designated forest land under this chapter 84.33 RCW, or classified under chapter 84.34 RCW continuously since 1993, and the sale or transfer takes place within two years after July 22, 2001, and the death of the owner occurred after January 1, 1991;
10. The date of death shown on a death certificate is the date used.

Within 30 days of a Notice of Removal, the landowner may apply for classification as Open Space Land, Farm and Agricultural Land or Timber Land. No compensating tax would be due until the application is denied, or, if approved, the property is later removed from Open Space under RCW 84.34.108.

Notice of Landowner Not Wanting Designated Forest Land			
If you do not wish to have such land assessed and valued as designated forest land, you must give the Assessor's Office written notice thereof on or before March 31, _____.			
As owner(s) of the land described in this notice, I (we) hereby indicate by signature that I (we) do not wish to have this land assessed and valued as designated forest land by the Assessor.			
Owner(s) or Contract Purchaser(s) Signature(s) and Date:			
(Signature) _____	(Date) _____	(Signature) _____	(Date) _____
(Signature) _____	(Date) _____	(Signature) _____	(Date) _____
Date of Notice _____		Assessor <u>Deputy B. J. Town</u>	
		County <u>Chelan</u>	

For tax assistance, visit <http://dor.wa.gov> or call (800) 647-7706. To inquire about the availability of this document in an alternate format for the visually impaired, please call (360) 486-2342. Teletype (TTY) users may call (800) 451-7985.

570:12

[Over-Under]

RIGHT OF WAY EASEMENT

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned, owners of the land below described, hereby grant to Public Utility District No. 1 of Clallam County, a municipal corporation, the perpetual right to place, locate, construct, reconstruct, operate, repair, maintain, replace and keep clear thereon an overhead and/or underground electric transmission and distribution line or system, together with such communication lines and equipment as may be placed upon the poles or other structures thereof by the grantee or by others with its consent, including the right to cut and trim trees to the extent necessary to keep them clear of such line or system and to cut down, from time to time, all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling.

The land referred to is in Clallam County, Washington, and described as follows:

The West 30.00 feet of the South 250.00 feet of the Northwest quarter of the Southeast quarter, Section 7, Township 30 North, Range 3 West, W.M.

603-657
JUN-8 PM 12:23
CLALLAM COUNTY, WASH.
NOTARY PUBLIC
CLALLAM COUNTY, WASH.

570:12

Grantee shall at all times have the right to full and free ingress to and egress from said property for all purposes herein mentioned and to remove at any time any and all of the poles, wires and other articles constituting such electric system.

The rights herein granted shall inure to the benefit of the grantee's successors and assigns, including any party to which it may grant contact, joint user or other similar rights.

DATED 4-15-81

Donna Davis

WITNESS:

Charles C. Quinn

STATE OF WASHINGTON)
COUNTY OF CLALLAM) ss.

This is to certify that on this 15th day of April, 1981, personally appeared before me Donna Davis to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 15th day of April, 1981.

Charles F. Quinn
Notary Public in and for the State of
Washington residing at Sequim, Wash.

VOL 603 PA. 657

761034

Return Address:
P.U.D. NO. 1 OF CLALLAM COUNTY
Post Office Box 1090
Port Angeles, WA 98362

[Over-Under]

RIGHT-OF-WAY EASEMENT

Reference # (if applicable)

Additional on page

Grantor(s) Last name first;
then first and initials

(1) DAVIS, GLORIA A.

(2)

Additional on page

Grantee(s) Last name first;
then first and initials

P.U.D. No. 1 of Clallam County

Legal Description:

A PORTION OF NE 1/4 OF SE 1/4

SEC. 7, T. 30N, R. 3W Additional on page

Assessor's Tax Parcel #:

03200740000

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned, owners of the land below described, hereby grant(s) to PUBLIC UTILITY DISTRICT NO. 1 OF CLALLAM COUNTY, a municipal corporation, a perpetual easement on, over, under, and across said land for the right to place, locate, construct, reconstruct, operate, repair, maintain, replace, and keep clear thereon an overhead and/or underground electric transmission and distribution line or system, together with such communications lines and equipment as may be placed upon the poles or other structures thereof by the grantee or by others with its consent, including the right to cut and trim trees to the extent necessary to keep them clear of such line or system and to cut down, from time to time, all dead, weak, leaning, or dangerous trees that are tall enough to strike the wires in falling.

The land referred to is in Section(s) 7, Township 30 North,
Range 3 West, W.M., CLALLAM County, Washington; and the
easement is more specifically described as follows:

A PORTION OF THE NORTHEAST QUARTER OF THE
SOUTHEAST QUARTER OF SECTION 7,
TOWNSHIP 30 NORTH, RANGE 3 WEST, W.M.

Continued on Other Side (page 2)

FILED FOR RECORD AT THE REQUEST
OF PUD
RECORDED IN CLALLAM CO.

97 SEP 12 AM 8:55

1300 810

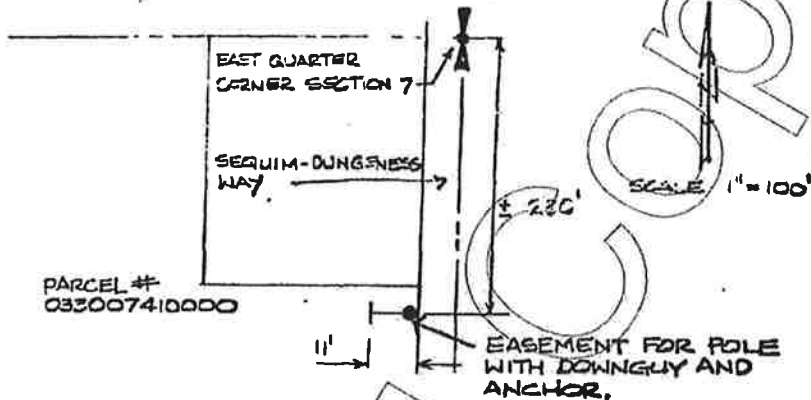
CLALLAM CO. WASH.

BY [Signature] DEPUTY



BOOK 1200 PAGE 810

(Continue Legal Description Below)
A PORTION OF THE NORTHEAST QUARTER OF THE
SOUTHEAST QUARTER OF SECTION 7, AS SHOWN
BELOW.



Grantee shall at all times have the right to full and free ingress to and egress from said property for all purposes herein mentioned and to remove at any time any and all of the poles, wires, and other articles constituting such electrical system.

The rights herein granted shall inure to the benefit of the grantee's successors and assigns, including any party to which it may grant contact, joint user, or other similar rights.

DATED 9-5-97

Gloria A. Davis

STATE OF WASHINGTON } ss.
COUNTY OF CLALLAM }

This is to certify that on this 5th day of SEPTEMBER, 1997, personally appeared before me GLORIA A. DAVIS to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that SHE signed the same as A free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 5th day of SEPTEMBER, 1997.



Notary Public Seal
NOTARY PUBLIC in and for the State of Washington,
residing at PORT ANGELES.

P.U.D.

RECORDED IN RECORDS OF CLALLAM CO

2002 JUN 12 PM 12:25



2002 1086749

Clallam
County**Return Address:**

P.U.D. NO. 1 OF CLALLAM COUNTY
Post Office Box 1090
Port Angeles, WA 98362

[Over-Under]

RIGHT-OF-WAY EASEMENT

Reference # (if applicable)

Additional on page

Grantor(s) Last name first;
then first and initials

(1) Davis Gloria

(2) G. A. D

Additional on page

Grantee(s) Last name first;
then first and initials

P.U.D. No. 1 of Clallam County

Legal Description:

NWSE 8.00A Survey V45 P3

Additional on page

Assessor's Tax Parcel #:

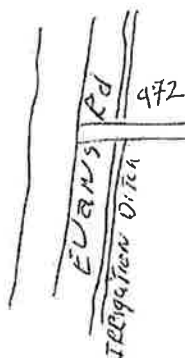
7796 / RP 033007 420000 2002

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned, owners of the land below described, hereby grant(s) to PUBLIC UTILITY DISTRICT NO. 1 OF CLALLAM COUNTY, a municipal corporation, a perpetual easement on, over, under, and across said land for the right to place, locate, construct, reconstruct, operate, repair, maintain, replace, and keep clear thereon an overhead and/or underground electric transmission and distribution line or system, together with such communications lines and equipment as may be placed upon the poles or other structures thereof by the grantee or by others with its consent, including the right to cut and trim trees to the extent necessary to keep them clear of such line or system and to cut down, from time to time, all dead, weak, leaning, or dangerous trees that are tall enough to strike the wires in falling.

The land referred to is in Section(s) 17, Township 30 North,
Range 34 West, W.M., Clallam County, Washington; and the
easement is more specifically described as follows:

(Continue Legal Description Below)

DRIVEWAY AT 972 EVANS RD
TO PROCEED AXP 250 FEET TO SERVICE
OUT BUILDING



Grantee shall at all times have the right to full and free ingress to and egress from said property for all purposes herein mentioned and to remove at any time any and all of the poles, wires, and other articles constituting such electrical system.

The rights herein granted shall inure to the benefit of the grantee's successors and assigns, including any party to which it may grant contact, joint user, or other similar rights.

DATED 5-24-02

STATE OF WASHINGTON }
COUNTY OF CLALLAM } ss.

This is to certify that on this 24th day of May, 2002, personally appeared before me Dana Davis to me known to be the individual he described in and who executed the foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 24th day of May, 2002.



NOTARY PUBLIC in and for the State of Washington,
residing at Sequim Wa

Return Address:
P.U.D. NO. 1 OF CLALLA
Post Office Box 1090
Port Angeles, WA 98362



2005 1169910

Clallam
County

FILED FOR RECORD AT THE REQUEST

P.U.D.
OF
RECORDED IN RECORD BOOK CLALLAM CO

2005 NOV 22 PM 1:39

RIGHT-OF-WAY EASEMENT

Reference # (If applicable)

Additional on page

Grantor(s) Last name first;
then first and initials

Davis, Dana

Additional on page

Grantee(s) Last name first;
then first and initials

P.U.D. No. 1 of Clallam County

Legal Description:

TX#7796 NWSE 1A

Additional on page 2

Assessor's Tax Parcel #:

033007420070

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned, owners of the land below described, hereby grant(s) to PUBLIC UTILITY DISTRICT NO. 1 OF CLALLAM COUNTY, a municipal corporation, a perpetual easement on, over, under, and across said land for the right to place, locate, construct, reconstruct, repair, maintain, replace, and keep clear thereon an overhead and/or underground electric transmission and distribution line or system, together with such communications lines and equipment as may be placed upon the poles or other structures thereof by the grantee or by others with its consent, including the right to cut and trim trees to the extent necessary to keep them clear of such line or system and to cut down, from time to time, all dead, weak, leaning, or dangerous trees that are tall enough to strike the wires in falling.

The land referred to is in Section -07--, Township -30-- North, Range -03-- West, W.M., Clallam County, Washington; and the easement is more specifically described as follows:

An easement fifteen feet in width, centered on cable as installed, extending from PUD Pole #3003-075301 on west property boundary at Evans Road in an easterly direction for approximately three hundred and twenty-five feet to, and including, the transformer site.

Easement is for pad mounted equipment and power cable.

(Continue Legal Description Below)

The West 238.71 feet of the South 208.71 feet of the North 948.71 feet (as measured across the West boundary) of the Northwest Quarter of the Southeast Quarter of Section 7, Township 30 North, Range 3 West, W.M., EXCEPT County Road No. 5165 known as Edgington Road; situate in Clallam County, Washington.

Grantee shall at all times have the right to full and free ingress to and egress from said property for all purposes herein mentioned and to remove at any time any and all of the poles, wires, and other articles constituting such electrical system.

The rights herein granted shall inure to the benefit of the grantee's successors and assigns, including any party to which it may grant contact, joint user, or other similar rights.

DATED 10-26-05

Cumdaris

STATE OF WASHINGTON }
 } ss.
COUNTY OF CLALLAM }

This is to certify that on this 26th day of October, 2005, personally appeared before me Dana Davis, to me known to be the individual(s) described in and who executed the foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 26th day of October, 2005.



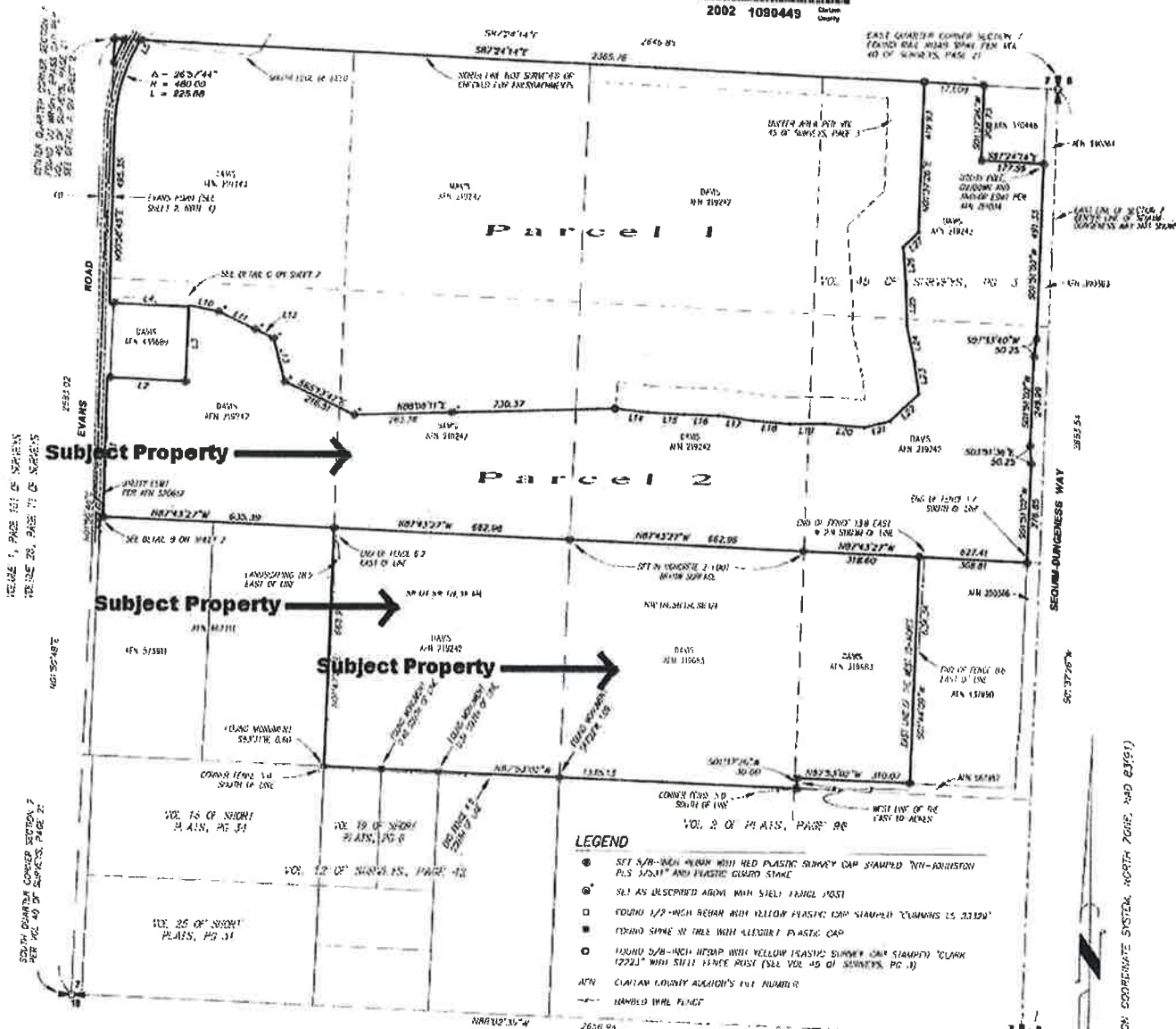
Patricia A. Baldwin

NOTARY PUBLIC in and for the State of Washington,
residing at SEQUIM

Davis Survey

of a portion of the Southeast Quarter of Section 7,
Township 30 North, Range 3 West, W.M., Clallam County,
Washington

2002 1080449



SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION
IN CONFORMANCE WITH THE SURVEY RECORDING ACT AT THE REQUEST OF DANA
DAVIS IN APRIL, 2002.

ROD JOHNSON

8/16/02
PLS 37531



RECORDING CERTIFICATE

FILED FOR RECORD AT THE REQUEST OF NORTHWESTERN TERRITORIES, INC.,
THIS 16th DAY OF August, 2002 A.D. AT 4:55 MINUTES PAST
2 O'CLOCK P.M. AND RECORDED IN VOLUME 50 OF SURVEYS,
PAGE 47, RECORDS OF CLALLAM COUNTY, WASHINGTON.

DEPUTY COUNTY AUDITOR

Sheet 1 of 2



NORTHWESTERN TERRITORIES, INC.

Engineers • Land Surveyors • Geologists
Construction Inspection • Materials Testing

214 SOUTH PLEASANT AVENUE, ANCHORAGE, ALASKA 99503-1902 457 8481 www.nti.co

Record of Survey

for: Mr. Dana Davis



7(30N-3W)

THIS SURVEY IS BASED ON THE WASHINGTON COORDINATE SYSTEM, NORTH ZONE, NAD 83(91) PER VOLUME 40 OF SURVEYS, PAGE 21. ALL BEARINGS ARE RELATIVE TO SAID GRID. ALL DISTANCES ARE REDUCED TO SAID GRID USING A COMBINED SCALE FACTOR OF 0.99994.

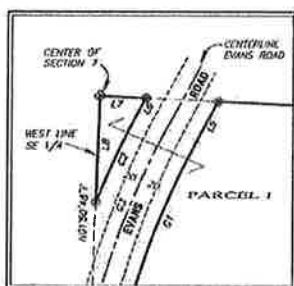
THIS SURVEY WAS ACCOMPLISHED BY FIELD MONUMENT METHODS USING A 1-SECOND THEODOLITE AND AN INFRARED DISTANCE MEASURING DEVICE WITH SOME DISTANCES MEASURED WITH A STEEL TAPE.

Davis Survey

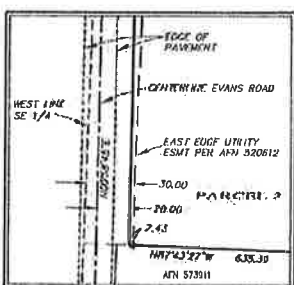
of a portion of the Southeast Quarter of Section 7,
Township 30 North, Range 3 West, W.M., Clallam County,
Washington

THE SURVEYED PARCEL MAY BE SUBJECT TO EASEMENTS OR OTHER ENCUMBRANCES EITHER RECORDED OR UNRECORDED NOT SHOWN HEREON. THIS SURVEY HAS NOT DETERMINED THE EXISTENCE OF ALL SUCH EASEMENTS OR ENCUMBRANCES OR THEIR EFFECT ON THE SURVEYED PARCEL EXCEPT AS SPECIFICALLY SHOWN HEREON.

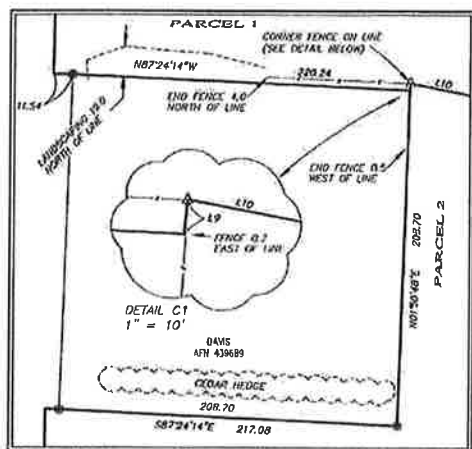
THIS RECORD OF SURVEY MAY DEPICT EXISTING FENCE LINES AND OTHER OCCUPANCY INDICATORS IN ACCORDANCE WITH W.A.C. CHAPTER 332.130. THESE OCCUPANCY INDICATORS MAY INDICATE A POTENTIAL FOR CLAIMS OF UNWRITTEN TITLE. LEGAL OWNERSHIP BASED UPON UNWRITTEN TITLE CLAIMS HAVE NOT BEEN RESOLVED BY THIS SURVEY.



DETAIL A
1" = 50'



DETAIL B
1" = 50'



DETAIL C
1" = 50'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N00°50'45"E	392.83
L2	S07°24'14"E	217.08
L3	N01°50'48"E	208.70
L4	N07°24'14"W	220.24
L5	N27°56'29"E	28.46
L6	S27°56'29"W	9.52
L7	S07°24'14"E	20.10
L8	S01°50'48"W	68.13
L9	N05°48'07"E	4.31
L10	S70°55'01"E	91.21
L11	S63°20'18"E	110.74
L12	S64°00'15"E	54.93
L13	S14°39'55"E	126.77
L14	S84°06'43"E	55.55
L15	S87°18'42"E	103.98
L16	S00°14'50"E	100.00
L17	S82°24'28"E	101.48
L18	S05°26'04"E	100.49
L19	N00°52'44"E	97.52
L20	S05°02'35"E	106.84
L21	N75°51'38"E	71.66
L22	N06°16'20"E	111.38
L23	N08°49'11"W	90.18
L24	N12°01'47"W	104.29
L25	N01°51'33"W	112.31
L26	N04°34'02"W	100.08
L27	N45°10'01"E	59.29

CURVE TABLE		
CURVE	DELTA	LENGTH
C1	26°57'44"	400.00
C2	06°50'11"	520.00
C3	26°57'44"	500.00

NOTES

1. THE PURPOSE OF THIS SURVEY IS TO MONUMENT THE BOUNDARY OF THE DAVIS PROPERTY AND TO DIVIDE THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 7 TO CREATE PARCEL 1 AND PARCEL 2 AS SHOWN HEREON. BOTH PARCELS ARE IN EXCESS OF 20-ACRES AND THEREFORE ARE NOT SUBJECT TO CLALLAM COUNTY LAND DIVISION CODE, TITLE 29.
2. THIS SURVEY IS BASED ON THE WASHINGTON COORDINATE SYSTEM, NORTH ZONE, NAD 83(91) PER FIELD TIES TO POINT NUMBERS 03300711, 03300731 AND 03300750 AS SHOWN ON VOLUME 40 OF SURVEYS, PAGE 21, RECORDS OF CLALLAM COUNTY, WASHINGTON.
3. FOR LEGAL DESCRIPTION, SEE INSTRUMENTS RECORDED UNDER CLALLAM COUNTY AUDITOR'S FILE NUMBERS 219242 AND 319883.
4. NO RIGHT OF WAY DEED COULD BE FOUND FOR EVANS ROAD. A DISTANCE OF 20-FEET WAS USED FROM THE MAPPED CENTERLINE AS THE COUNTY'S RIGHT OF USE FOR ROAD MAINTENANCE. THIS DISTANCE IS CONSISTENT WITH RECORDED DEEDS, LOCAL SURVEYS AND THE COUNTY ASSESSOR'S MAP.
5. THE FIELDWORK FOR THIS SURVEY WAS PERFORMED BETWEEN APRIL 29 AND JULY 12, 2002.

LEGEND

- SET 5/8-INCH REBAR WITH RED PLASTIC SURVEY CAP STAMPED "NTI-JOHNSTON PLS 37531" AND PLASTIC GUARD STAKE
- ▲ SET SPIKE WITH RED PLASTIC SURVEY CAP STAMPED "NTI-JOHNSTON PLS 37531" IN TOP OF CEDAR FENCE POST
- FOUND 1/2-INCH REBAR WITH YELLOW PLASTIC SURVEY CAP STAMPED "CUMMINS LS 22328"
- FOUND SPIKE WITH ILLEGIBLE PLASTIC CAP
- FOUND 5/8-INCH REBAR WITH YELLOW PLASTIC SURVEY CAP STAMPED "CLARK LS 12223" WITH STEEL FENCE POST
- APN CLALLAM COUNTY AUDITOR'S FILE NUMBER
- BARBED WIRE FENCE



APPROVED FOR RECORD BY THE CLALLAM COUNTY AUDITOR
CLALLAM COUNTY AUDITOR'S FILE NUMBER 219242

SCALE: 1" = 50' DATE: 05/01/02
DRAWN BY: NHU
PLAT CHECKED BY: NHU
FINAL REVIEW:
SHEET 2 OF 2



NORTHWESTERN TERRITORIES, INC.
Engineers - Land Surveyors - Geologists
Construction Inspection - Materials Testing
717 SOUTH PEARSON, PORT ANGELES, WASHINGTON 98362, (360) 462-8481 www.nti4u.com

Record of Survey
for: Mr. Dana Davis

Sheet 2 of 2



101 50 page 47

Clallam County Assessor & Treasurer

Property Search Results > 17647 GLORIA A DAVIS FAMILY LP for Year 2020 - 2021

Property

Account

Property ID:	17647	Legal Description:	PARCEL 2 DAVIS SURV V50 P47 EXC R/W SURV V45 P3
Geographic ID:	0330074200000000	Agent Code:	
Type:	Real		
Tax Area:	0202 - 323 PORT ST CNTY RDS FD3 FD3EMS L H2 SQP&R	Land Use Code:	83
Open Space:	Y	DFL:	N
Historic Property:	N	Remodel Property:	N
Multi-Family Redevelopment:	N		
Township:		Section:	
Range:			

Location

Address:	834 EVANS RD SEQUIM, WA 98382	Mapsc0:	
Neighborhood:	Sequim Prairie Res	Map ID:	C23
Neighborhood CD:	2001000		

Owner

Name:	GLORIA A DAVIS FAMILY LP	Owner ID:	20692
Mailing Address:	C/O ROBIN ROWLAND 9325 SW MEADOW LN PORTLAND, OR 97225	% Ownership:	100.0000000000%

Exemptions:

Pay Tax Due

There is currently No Amount Due on this property.

Taxes and Assessment Details

Property Tax Information as of 12/17/2020

Amount Due If Paid on:  **NOTE:** If you plan to submit payment on a future date, make sure you enter the date and click RECALCULATE to obtain the correct total amount due.

Click on "Statement Details" to expand or collapse a tax statement.

Year	Statement ID	First Half Base Amt.	Second Half Base Amt.	Penalty	Interest	Base Paid	Amount Due
▶ Statement Details							
2020	11720	\$201.37	\$201.27	\$0.00	\$0.00	\$402.64	\$0.00
▶ Statement Details							
2019	11773	\$180.38	\$180.31	\$0.00	\$0.00	\$360.69	\$0.00

Values

(+) Improvement Homesite Value:	+	\$0
(+) Improvement Non-Homesite Value:	+	\$25,004
(+) Land Homesite Value:	+	\$0
(+) Land Non-Homesite Value:	+	\$0
(+) Curr Use (HS):	+	\$0
(+) Curr Use (NHS):	+	\$318,789
		\$16,873
(=) Market Value:	=	\$343,793
(-) Productivity Loss:	-	\$301,916

12/17/2020

Clallam County Assessor & Treasurer - Property Details - 17647 GLORIA A DAVIS FAMILY LP for Year 2020 - 2021

(=) Subtotal:	=	\$41,877
(+) Senior Appraised Value:	+	\$0
(+) Non-Senior Appraised Value:	+	\$41,877
(=) Total Appraised Value:	=	\$41,877
(-) Senior Exemption Loss:	-	\$0
(-) Exemption Loss:	-	\$0
(=) Taxable Value:	=	\$41,877

Taxing Jurisdiction

Owner: GLORIA A DAVIS FAMILY LP
 % Ownership: 100.000000000000%
 Total Value: \$343,793
 Tax Area: 0202 - 323 PORT ST CNTY RDS FD3 FD3EMS L H2 SQP&R

Levy Code	Description	Levy Rate	Appraised Value	Taxable Value	Estimated Tax
ST SCH2	STATE SCHOOL PT 2	1.0785210105	\$41,877	\$41,877	\$45.17
STATE SCH	STATE SCHOOL PT 1	2.0022821815	\$41,877	\$41,877	\$83.85
CC GENERAL	CLALLAM COUNTY GENERAL	1.1089113547	\$41,877	\$41,877	\$46.44
DEVDISBLT	DEVELOPMENT DISABILITIES COUNTY	0.0249999999	\$41,877	\$41,877	\$1.05
LND ASSMT	LAND ASSESSMENT COUNTY	0.0012000004	\$41,877	\$41,877	\$0.05
TAX REFUND	TAX REFUND FUND COUNTY	0.0000000000	\$41,877	\$41,877	\$0.00
VET RELIEF	VETERAN'S RELIEF COUNTY	0.0112499991	\$41,877	\$41,877	\$0.47
CAPT IMP	CAPITAL IMPROVEMENT PORT DISTRICT	0.1591657200	\$41,877	\$41,877	\$6.67
PRK REC	SEQUIM AQUATIC RECREATION CNTR	0.0000000000	\$41,877	\$41,877	\$0.00
CC RD GEN	CLALLAM COUNTY ROAD GENERAL	1.1822166801	\$41,877	\$41,877	\$49.51
LIB	LIBRARY COUNTY	0.4368846245	\$41,877	\$41,877	\$18.30
SD #323 CP	SD 323 CP	0.6704158617	\$41,877	\$41,877	\$28.08
SD 323 GEN	SD 323 M & O	1.2873539602	\$41,877	\$41,877	\$53.91
FIRE 3 BD	FIRE DIST #3 EMS	0.4257109331	\$41,877	\$41,877	\$17.83
FIRE 3 GEN	FIRE DIST #3 GENERAL	1.4256246002	\$41,877	\$41,877	\$59.70
HOSP 2 GEN	HOSPITAL DIST #2 GENERAL	0.4723916570	\$41,877	\$41,877	\$19.78
CON FUTURE	CONSERVATION FUTURES	0.0273752777	\$41,877	\$41,877	\$1.15
Total Tax Rate:		10.3143038606			
Taxes w/Current Exemptions:					\$431.96
Taxes w/o Exemptions:					\$431.96

Improvement / Building

Improvement #1: ANY TYPE State Code: 83 0.0 sqft Value: \$25,004

Type	Description	Class CD	Sub Class CD	Year Built	Area
OTH	OTHER	*		0	0.0

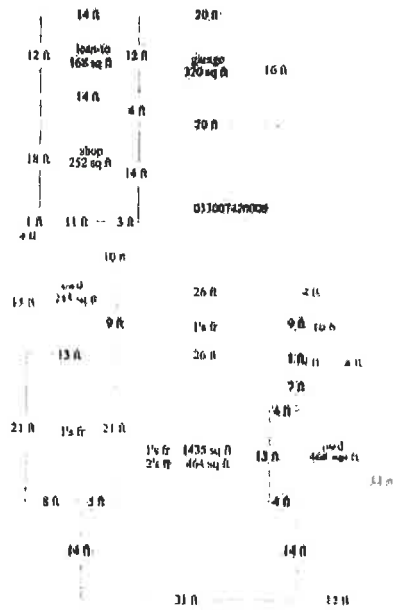
Sketch

No sketches available for this property.

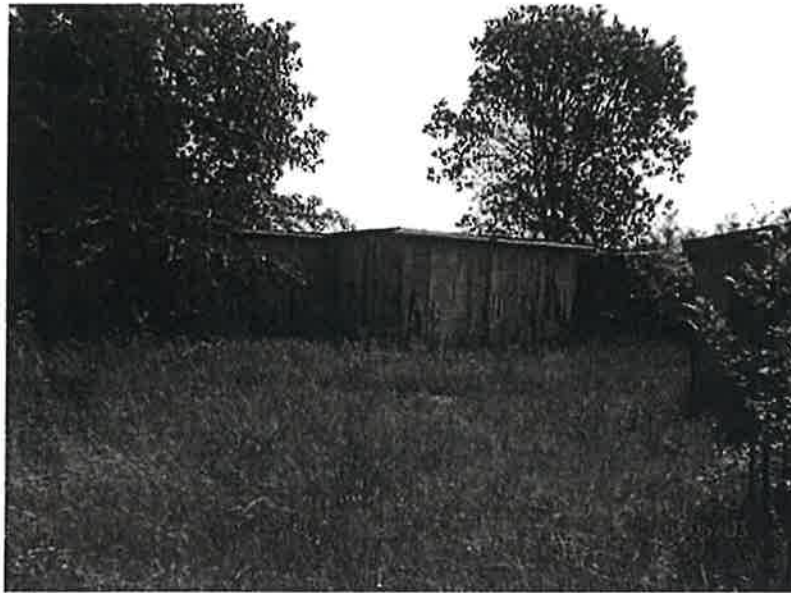
Property Image

12/17/2020

Clallam County Assessor & Treasurer - Property Details - 17647 GLORIA A DAVIS FAMILY LP for Year 2020 - 2021







Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	8300	8300	14.4700	630313.20	0.00	0.00	\$155,003	\$8,204
2	8300	8300	15.2900	666032.40	0.00	0.00	\$163,786	\$8,669

Roll Value History

Year	Improvements	Land Market	Current Use	Total Appraised	Taxable Value
2021	N/A	N/A	N/A	N/A	N/A
2020	\$25,004	\$318,789	\$16,873	\$41,877	\$41,877
2019	\$22,748	\$318,789	\$15,765	\$38,513	\$38,513
2018	\$19,928	\$318,789	\$15,765	\$35,693	\$35,693
2017	\$18,988	\$278,777	\$15,765	\$34,753	\$34,753
2016	\$16,544	\$278,777	\$15,765	\$32,309	\$32,309
2015	\$16,544	\$278,777	\$15,765	\$32,309	\$32,309
2014	\$15,040	\$278,777	\$15,765	\$30,805	\$30,805
2013	\$15,040	\$278,777	\$15,765	\$30,805	\$30,805
2012	\$15,040	\$294,265	\$15,765	\$30,805	\$30,805
2011	\$15,040	\$309,752	\$15,765	\$30,805	\$30,805
2010	\$16,920	\$310,011	\$15,765	\$32,944	\$32,944
2009	\$112,900	\$310,011	\$15,765	\$128,924	\$128,924
2008	\$112,900	\$331,472	\$16,872	\$129,772	\$129,772
2007	\$112,900	\$331,472	\$16,872	\$129,772	\$129,772

Deed and Sales History

Payout Agreement

No payout information available..

Clallam County Assessor & Treasurer

Property Search Results > 17655 GLORIA A DAVIS FAMILY LP for Year 2020 - 2021

Property

Account

Property ID:	17655	Legal Description:	NESWSE EXC W'LY AND S'LY PTN IN DFL
Geographic ID:	0330074300001000	Agent Code:	
Type:	Real		
Tax Area:	0202 - 323 PORT ST CNTY RDS FD3 FD3EMS L H2 SQP&R	Land Use Code	88
Open Space:	Y	DFL	N
Historic Property:	N	Remodel Property:	N
Multi-Family Redevelopment:	N		
Township:		Section:	
Range:			

Location

Address:	EVANS RD SEQUIM, WA 98382	Mapscot:	
Neighborhood:	Sequim Prairie Res	Map ID:	227
Neighborhood CD:	2001000		

Owner

Name:	GLORIA A DAVIS FAMILY LP	Owner ID:	20692
Mailing Address:	C/O ROBIN ROWLAND 9325 SW MEADOW LN PORTLAND, OR 97225	% Ownership:	100.0000000000%

Exemptions:

Pay Tax Due

There is currently No Amount Due on this property.

Taxes and Assessment Details

Property Tax Information as of 12/17/2020

Amount Due If Paid on:  **NOTE:** If you plan to submit payment on a future date, make sure you enter the date and click RECALCULATE to obtain the correct total amount due.

Click on "Statement Details" to expand or collapse a tax statement.

Year	Statement ID	First Half Base Amt.	Second Half Base Amt.	Penalty	Interest	Base Paid	Amount Due
▶ Statement Details							
2020	11722	\$28.75	\$0.00	\$0.00	\$0.00	\$28.75	\$0.00
▶ Statement Details							
2019	11775	\$27.83	\$0.00	\$0.00	\$0.00	\$27.83	\$0.00

Values

(+) Improvement Homesite Value:	+	\$0
(+) Improvement Non-Homesite Value:	+	\$0
(+) Land Homesite Value:	+	\$0
(+) Land Non-Homesite Value:	+	\$0
(+) Curr Use (HS):	+	\$0 \$0
(+) Curr Use (NHS):	+	\$136,662 \$2,515
(=) Market Value:	=	\$136,662
(-) Productivity Loss:	-	\$134,147

(=) Subtotal:	=	\$2,515
(+) Senior Appraised Value:	+	\$0
(+) Non-Senior Appraised Value:	+	\$2,515
(=) Total Appraised Value:	=	\$2,515
(-) Senior Exemption Loss:	-	\$0
(-) Exemption Loss:	-	\$0
(=) Taxable Value:	=	\$2,515

Taxing Jurisdiction

Owner: GLORIA A DAVIS FAMILY LP
 % Ownership: 100.000000000000%
 Total Value: \$136,662
 Tax Area: 0202 - 323 PORT ST CNTY RDS FD3 FD3EMS L H2 SQP&R

Levy Code	Description	Levy Rate	Appraised Value	Taxable Value	Estimated Tax
ST SCH2	STATE SCHOOL PT 2	1.0785210105	\$2,515	\$2,515	\$2.71
STATE SCH	STATE SCHOOL PT 1	2.0022821815	\$2,515	\$2,515	\$5.04
CC GENERAL	CLALLAM COUNTY GENERAL	1.1089113547	\$2,515	\$2,515	\$2.79
DEVDISBLT	DEVELOPMENT DISABILITIES COUNTY	0.0249999999	\$2,515	\$2,515	\$0.06
LND ASSMT	LAND ASSESSMENT COUNTY	0.0012000004	\$2,515	\$2,515	\$0.00
TAX REFUND	TAX REFUND FUND COUNTY	0.0000000000	\$2,515	\$2,515	\$0.00
VET RELIEF	VETERAN'S RELIEF COUNTY	0.0112499991	\$2,515	\$2,515	\$0.03
CAPT IMP	CAPITAL IMPROVEMENT PORT DISTRICT	0.1591657200	\$2,515	\$2,515	\$0.40
PRK REC	SEQUIM AQUATIC RECREATION CNTR	0.0000000000	\$2,515	\$2,515	\$0.00
CC RD GEN	CLALLAM COUNTY ROAD GENERAL	1.1822166801	\$2,515	\$2,515	\$2.97
LIB	LIBRARY COUNTY	0.4368846245	\$2,515	\$2,515	\$1.10
SD #323 CP	SD 323 CP	0.6704158617	\$2,515	\$2,515	\$1.69
SD 323 GEN	SD 323 M & O	1.2873539602	\$2,515	\$2,515	\$3.24
FIRE 3 BD	FIRE DIST #3 EMS	0.4257109331	\$2,515	\$2,515	\$1.07
FIRE 3 GEN	FIRE DIST #3 GENERAL	1.4256246002	\$2,515	\$2,515	\$3.59
HOSP 2 GEN	HOSPITAL DIST #2 GENERAL	0.4723916570	\$2,515	\$2,515	\$1.19
CON FUTURE	CONSERVATION FUTURES	0.0273752777	\$2,515	\$2,515	\$0.07
Total Tax Rate:		10.3143038606			
Taxes w/Current Exemptions:					\$25.95
Taxes w/o Exemptions:					\$25.95

Improvement / Building

Sketch

No sketches available for this property.

Property Image

No image available for this property.

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	8300	8300	3.4400	0.00	0.00	0.00	\$71,716	\$1,948
2	8300	8300	1.0000	0.00	0.00	0.00	\$64,946	\$567

Roll Value History

Year	Improvements	Land Market	Current Use	Total Appraised	Taxable Value
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12/17/2020

Clallam County Assessor & Treasurer - Property Details - 17655 GLORIA A DAVIS FAMILY LP for Year 2020 - 2021

2021	N/A	N/A	N/A	N/A	N/A
2020	\$0	\$136,662	\$2,515	\$2,515	\$2,515
2019	\$0	\$136,662	\$2,515	\$2,515	\$2,515
2018	\$0	\$136,662	\$2,515	\$2,515	\$2,515
2017	\$0	\$136,662	\$2,515	\$2,515	\$2,515
2016	\$0	\$136,662	\$2,515	\$2,515	\$2,515
2015	\$0	\$136,662	\$2,515	\$2,515	\$2,515
2014	\$0	\$136,662	\$2,515	\$2,515	\$2,515
2013	\$0	\$136,662	\$2,515	\$2,515	\$2,515
2012	\$0	\$144,254	\$2,515	\$2,515	\$2,515
2011	\$0	\$151,846	\$2,515	\$2,515	\$2,515
2010	\$0	\$151,846	\$2,515	\$2,515	\$2,515
2009	\$0	\$151,846	\$2,515	\$2,515	\$2,515
2008	\$0	\$151,845	\$2,515	\$2,515	\$2,515
2007	\$0	\$151,845	\$2,515	\$2,515	\$2,515
2006	\$0	\$130,966	\$2,515	\$2,515	\$2,515
2005	\$0	\$97,013	\$2,515	\$2,515	\$2,515
2004	\$0	\$84,360	\$2,515	\$2,515	\$2,515
2003	\$0	\$29,304	\$1,220	\$1,220	\$1,220

Deed and Sales History**Payout Agreement**

No payout information available..

Website version: 9.0.40.29

Database last updated on: 12/17/2020 1:35 AM

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Clallam County Assessor & Treasurer

Property Search Results > 17656 GLORIA A DAVIS FAMILY LP for Year 2020 - 2021

Property

Account

Property ID:	17656	Legal Description:	NESWSE EXC PTN IN OS
Geographic ID:	0330074300002001	Agent Code:	
Type:	Real		
Tax Area:	0202 - 323 PORT ST CNTY RDS FD3 FD3EMS L H2 SQP&R	Land Use Code	88
Open Space:	N	DFL	Y
Historic Property:	N	Remodel Property:	N
Multi-Family Redevelopment:	N		
Township:		Section:	
Range:			

Location

Address:	EVANS RD SEQUIM, WA 98382	Map ID:	227
Neighborhood:	Designated FL Region 1		
Neighborhood CD:	1880000		

Owner

Name:	GLORIA A DAVIS FAMILY LP	Owner ID:	20692
Mailing Address:	C/O ROBIN ROWLAND 9325 SW MEADOW LN PORTLAND, OR 97225	% Ownership:	100.0000000000%
		Exemptions:	

Pay Tax Due

There is currently No Amount Due on this property.

Taxes and Assessment Details

Property Tax Information as of 12/17/2020

Amount Due If Paid on:  **NOTE:** If you plan to submit payment on a future date, make sure you enter the date and click RECALCULATE to obtain the correct total amount due.

Click on "Statement Details" to expand or collapse a tax statement.

Year	Statement ID	First Half Base Amt.	Second Half Base Amt.	Penalty	Interest	Base Paid	Amount Due
▶ Statement Details							
2020	11723	\$9.03	\$0.00	\$0.00	\$0.00	\$9.03	\$0.00
▶ Statement Details							
2019	11776	\$8.69	\$0.00	\$0.00	\$0.00	\$8.69	\$0.00

Values

(+) Improvement Homesite Value:	+	\$0
(+) Improvement Non-Homesite Value:	+	\$0
(+) Land Homesite Value:	+	\$0
(+) Land Non-Homesite Value:	+	\$0
(+) Curr Use (HS):	+	\$0 \$0
(+) Curr Use (NHS):	+	\$743 \$743
(=) Market Value:	=	\$743
(-) Productivity Loss:	-	\$0
(=) Subtotal:	=	\$743

(+) Senior Appraised Value:	+	\$0
(+) Non-Senior Appraised Value:	+	\$743
(=) Total Appraised Value:	=	\$743
(-) Senior Exemption Loss:	-	\$0
(-) Exemption Loss:	-	\$0
(=) Taxable Value:	=	\$743

Taxing Jurisdiction

Owner: GLORIA A DAVIS FAMILY LP
 % Ownership: 100.000000000000%
 Total Value: \$743
 Tax Area: 0202 - 323 PORT ST CNTY RDS FD3 FD3EMS L H2 SQP&R

Levy Code	Description	Levy Rate	Appraised Value	Taxable Value	Estimated Tax
ST SCH2	STATE SCHOOL PT 2	1.0785210105	\$743	\$743	\$0.80
STATE SCH	STATE SCHOOL PT 1	2.0022821815	\$743	\$743	\$1.49
CC GENERAL	CLALLAM COUNTY GENERAL	1.1089113547	\$743	\$743	\$0.82
DEVDISIBLT	DEVELOPMENT DISABILITIES COUNTY	0.0249999999	\$743	\$743	\$0.02
LND ASSMT	LAND ASSESSMENT COUNTY	0.0012000004	\$743	\$743	\$0.00
TAX REFUND	TAX REFUND FUND COUNTY	0.0000000000	\$743	\$743	\$0.00
VET RELIEF	VETERAN'S RELIEF COUNTY	0.0112499991	\$743	\$743	\$0.01
CAPT IMP	CAPITAL IMPROVEMENT PORT DISTRICT	0.1591657200	\$743	\$743	\$0.12
PRK REC	SEQUIM AQUATIC RECREATION CNTR	0.0000000000	\$743	\$743	\$0.00
CC RD GEN	CLALLAM COUNTY ROAD GENERAL	1.1822166801	\$743	\$743	\$0.88
LIB	LIBRARY COUNTY	0.4368846245	\$743	\$743	\$0.32
SD #323 CP	SD 323 CP	0.6704158617	\$743	\$743	\$0.50
SD 323 GEN	SD 323 M & O	1.2873539602	\$743	\$743	\$0.96
FIRE 3 BD	FIRE DIST #3 EMS	0.4257109331	\$743	\$743	\$0.32
FIRE 3 GEN	FIRE DIST #3 GENERAL	1.4256246002	\$743	\$743	\$1.06
HOSP 2 GEN	HOSPITAL DIST #2 GENERAL	0.4723916570	\$743	\$743	\$0.35
CON FUTURE	CONSERVATION FUTURES	0.0273752777	\$743	\$743	\$0.02
Total Tax Rate:		10.3143038606			
Taxes w/Current Exemptions:					\$7.67
Taxes w/o Exemptions:					\$7.67

Improvement / Building**Sketch**

No sketches available for this property.

Property Image

No image available for this property.

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	8800	8800	3.7400	0.00	0.00	0.00	\$539	\$539
2	8800	8800	1.9200	0.00	0.00	0.00	\$204	\$204

Roll Value History

Year	Improvements	Land Market	Current Use	Total Appraised	Taxable Value
2021	N/A	N/A	N/A	N/A	N/A

12/17/2020

Clallam County Assessor & Treasurer - Property Details - 17656 GLORIA A DAVIS FAMILY LP for Year 2020 - 2021

2020	\$0	\$743	\$743	\$743	\$743
2019	\$0	\$718	\$718	\$718	\$718
2018	\$0	\$708	\$708	\$708	\$708
2017	\$0	\$708	\$708	\$708	\$708
2016	\$0	\$687	\$687	\$687	\$687
2015	\$0	\$655	\$655	\$655	\$655
2014	\$0	\$641	\$641	\$641	\$641
2013	\$0	\$647	\$647	\$647	\$647
2012	\$0	\$706	\$706	\$706	\$706
2011	\$0	\$706	\$706	\$706	\$706
2010	\$0	\$706	\$706	\$706	\$706
2009	\$0	\$706	\$706	\$706	\$706
2008	\$0	\$695	\$695	\$695	\$695
2007	\$0	\$683	\$683	\$683	\$683
2006	\$0	\$683	\$683	\$683	\$683
2005	\$0	\$695	\$695	\$695	\$695
2004	\$0	\$716	\$716	\$716	\$716
2003	\$0	\$743	\$743	\$743	\$743

Deed and Sales History

Payout Agreement

No payout information available..

Website version: 9.0.40.29

Database last updated on: 12/17/2020 1:35 AM

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Clallam County Assessor & Treasurer

Property Search Results > 17695 GLORIA A DAVIS FAMILY LP for Year 2020 - 2021

Property

Account

Property ID:	17695	Legal Description:	W 15A OF N2SESE EXC S 30FT OF E 10A EXC PTN IN DFL
Geographic ID:	0330074400301000	Agent Code:	
Type:	Real		
Tax Area:	0202 - 323 PORT ST CNTY RDS FD3 FD3EMS L H2 SQP&R	Land Use Code:	83
Open Space:	Y	DFL:	N
Historic Property:	N	Remodel Property:	N
Multi-Family Redevelopment:	N		
Township:		Section:	
Range:			

Location

Address:	SEQUIM DUNGENESS WY SEQUIM, WA 98382	Mapsco:	
Neighborhood:	Sequim Prairie Res	Map ID:	227
Neighborhood CD:	2001000		

Owner

Name:	GLORIA A DAVIS FAMILY LP	Owner ID:	20692
Mailing Address:	C/O ROBIN ROWLAND 9325 SW MEADOW LN PORTLAND, OR 97225	% Ownership:	100.0000000000%

Exemptions:

Pay Tax Due

There is currently No Amount Due on this property.

Taxes and Assessment Details

Property Tax Information as of 12/17/2020

Amount Due If Paid on:  **NOTE:** If you plan to submit payment on a future date, make sure you enter the date and click RECALCULATE to obtain the correct total amount due.

Click on "Statement Details" to expand or collapse a tax statement.

Year	Statement ID	First Half Base Amt.	Second Half Base Amt.	Penalty	Interest	Base Paid	Amount Due
▶ Statement Details							
2020	11748	\$43.16	\$43.08	\$0.00	\$0.00	\$86.24	\$0.00
▶ Statement Details							
2019	11801	\$41.71	\$41.63	\$0.00	\$0.00	\$83.34	\$0.00

Values

(+) Improvement Homesite Value:	+	\$0	
(+) Improvement Non-Homesite Value:	+	\$0	
(+) Land Homesite Value:	+	\$0	
(+) Land Non-Homesite Value:	+	\$0	
(+) Curr Use (HS):	+	\$0	\$0
(+) Curr Use (NHS):	+	\$170,865	\$8,023
(=) Market Value:	=	\$170,865	
(-) Productivity Loss:	-	\$162,842	

12/17/2020

Clallam County Assessor & Treasurer - Property Details - 17695 GLORIA A DAVIS FAMILY LP for Year 2020 - 2021

(=) Subtotal:	=	\$8,023
(+) Senior Appraised Value:	+	\$0
(+) Non-Senior Appraised Value:	+	\$8,023
(=) Total Appraised Value:	=	\$8,023
(-) Senior Exemption Loss:	-	\$0
(-) Exemption Loss:	-	\$0
(=) Taxable Value:	=	\$8,023

Taxing Jurisdiction

Owner: GLORIA A DAVIS FAMILY LP
 % Ownership: 100.000000000000%
 Total Value: \$170,865
 Tax Area: 0202 - 323 PORT ST CNTY RDS FD3 FD3EMS L H2 SQP&R

Levy Code	Description	Levy Rate	Appraised Value	Taxable Value	Estimated Tax
ST SCH2	STATE SCHOOL PT 2	1.0785210105	\$8,023	\$8,023	\$8.65
STATE SCH.	STATE SCHOOL PT 1	2.0022821815	\$8,023	\$8,023	\$16.06
CC GENERAL	CLALLAM COUNTY GENERAL	1.1089113547	\$8,023	\$8,023	\$8.90
DEVDISBLT	DEVELOPMENT DISABILITIES COUNTY	0.0249999999	\$8,023	\$8,023	\$0.20
LND ASSMT	LAND ASSESSMENT COUNTY	0.0012000004	\$8,023	\$8,023	\$0.01
TAX REFUND	TAX REFUND FUND COUNTY	0.0000000000	\$8,023	\$8,023	\$0.00
VET RELIEF	VETERAN'S RELIEF COUNTY	0.0112499991	\$8,023	\$8,023	\$0.09
CAPT IMP	CAPITAL IMPROVEMENT PORT DISTRICT	0.1591657200	\$8,023	\$8,023	\$1.28
PRK REC	SEQUIM AQUATIC RECREATION CNTR	0.0000000000	\$8,023	\$8,023	\$0.00
CC RD GEN	CLALLAM COUNTY ROAD GENERAL	1.1822166801	\$8,023	\$8,023	\$9.48
LIB	LIBRARY COUNTY	0.4368846245	\$8,023	\$8,023	\$3.51
SD #323 CP	SD 323 CP	0.6704158617	\$8,023	\$8,023	\$5.38
SD 323 GEN	SD 323 M & O	1.2873539602	\$8,023	\$8,023	\$10.33
FIRE 3 BD	FIRE DIST #3 EMS	0.4257109331	\$8,023	\$8,023	\$3.42
FIRE 3 GEN	FIRE DIST #3 GENERAL	1.4256246002	\$8,023	\$8,023	\$11.44
HOSP 2 GEN	HOSPITAL DIST #2 GENERAL	0.4723916570	\$8,023	\$8,023	\$3.79
CON FUTURE	CONSERVATION FUTURES	0.0273752777	\$8,023	\$8,023	\$0.22
Total Tax Rate:		10.3143038606			
Taxes w/Current Exemptions:					\$82.76
Taxes w/o Exemptions:					\$82.76

Improvement / Building**Sketch**

No sketches available for this property.

Property Image

No image available for this property.

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	8300	8300	13.1500	0.00	0.00	0.00	\$117,081	\$7,456
2	8300	8300	1.0000	0.00	0.00	0.00	\$53,784	\$567

Roll Value History

Year	Improvements	Land Market	Current Use	Total Appraised	Taxable Value
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https://websrv22.clallam.net/propertyaccess/Property.aspx?cid=0&year=2020&prop_id=17695

12/17/2020

Clallam County Assessor & Treasurer - Property Details - 17695 GLORIA A DAVIS FAMILY LP for Year 2020 - 2021

2021	N/A	N/A	N/A	N/A	N/A
2020	\$0	\$170,865	\$8,023	\$8,023	\$8,023
2019	\$0	\$170,865	\$8,025	\$8,025	\$8,025
2018	\$0	\$170,865	\$8,025	\$8,025	\$8,025
2017	\$0	\$170,865	\$8,025	\$8,025	\$8,025
2016	\$0	\$170,865	\$8,025	\$8,025	\$8,025
2015	\$0	\$170,865	\$8,025	\$8,025	\$8,025
2014	\$0	\$170,865	\$8,025	\$8,025	\$8,025
2013	\$0	\$170,865	\$8,025	\$8,025	\$8,025
2012	\$0	\$180,358	\$8,025	\$8,025	\$8,025
2011	\$0	\$189,850	\$8,025	\$8,025	\$8,025
2010	\$0	\$189,850	\$8,025	\$8,025	\$8,025
2009	\$0	\$189,850	\$8,025	\$8,025	\$8,025
2008	\$0	\$189,850	\$8,025	\$8,025	\$8,025
2007	\$0	\$189,850	\$8,025	\$8,025	\$8,025
2006	\$0	\$163,744	\$8,025	\$8,025	\$8,025
2005	\$0	\$121,293	\$8,025	\$8,025	\$8,025
2004	\$0	\$105,470	\$8,025	\$8,025	\$8,025
2003	\$0	\$93,390	\$3,780	\$3,780	\$3,780

Deed and Sales History

Payout Agreement

No payout information available..

Website version: 9.0.40.29

Database last updated on: 12/17/2020 1:35 AM

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Clallam County Assessor & Treasurer

Property Search Results > 17696 GLORIA A DAVIS FAMILY LP for Year 2020 - 2021

Property

Account

Property ID:	17696	Legal Description:	W 15A OF N2SESE EXC S 30FT OF E 10A PTN IN DFL
Geographic ID:	0330074400302001	Agent Code:	
Type:	Real		
Tax Area:	0202 - 323 PORT ST CNTY RDS FD3 FD3EMS L H2 SQP&R	Land Use Code	83
Open Space:	N	DFL	Y
Historic Property:	N	Remodel Property:	N
Multi-Family Redevelopment:	N		
Township:		Section:	
Range:			

Location

Address:	SEQUIM DUNGENESS WY SEQUIM, WA 98382	Mapsco:	
Neighborhood:	Designated FL Region 1	Map ID:	227
Neighborhood CD:	1880000		

Owner

Name:	GLORIA A DAVIS FAMILY LP	Owner ID:	20692
Mailing Address:	C/O ROBIN ROWLAND 9325 SW MEADOW LN PORTLAND, OR 97225	% Ownership:	100.0000000000%

Exemptions:

Pay Tax Due

There is currently No Amount Due on this property.

Taxes and Assessment Details

Property Tax Information as of 12/17/2020

Amount Due If Paid on:  **NOTE:** If you plan to submit payment on a future date, make sure you enter the date and click RECALCULATE to obtain the correct total amount due.

Click on "Statement Details" to expand or collapse a tax statement.

Year	Statement ID	First Half Base Amt.	Second Half Base Amt.	Penalty	Interest	Base Paid	Amount Due
▶ Statement Details							
2020	11749	\$2.37	\$0.00	\$0.00	\$0.00	\$2.37	\$0.00
▶ Statement Details							
2019	11802	\$2.34	\$0.00	\$0.00	\$0.00	\$2.34	\$0.00

Values

(+) Improvement Homesite Value:	+	\$0
(+) Improvement Non-Homesite Value:	+	\$0
(+) Land Homesite Value:	+	\$0
(+) Land Non-Homesite Value:	+	\$0
(+) Curr Use (HS):	+	\$0 \$0
(+) Curr Use (NHS):	+	\$75 \$75
(=) Market Value:	=	\$75
(-) Productivity Loss:	-	\$0

12/17/2020

Clallam County Assessor & Treasurer - Property Details - 17696 GLORIA A DAVIS FAMILY LP for Year 2020 - 2021

(=) Subtotal:	=	\$75
(+) Senior Appraised Value:	+	\$0
(+) Non-Senior Appraised Value:	+	\$75
(=) Total Appraised Value:	=	\$75
(-) Senior Exemption Loss:	-	\$0
(-) Exemption Loss:	-	\$0
(=) Taxable Value:	=	\$75

Taxing Jurisdiction

Owner: GLORIA A DAVIS FAMILY LP
 % Ownership: 100.000000000000%
 Total Value: \$75
 Tax Area: 0202 - 323 PORT ST CNTY RDS FD3 FD3EMS L H2 SQP&R

Levy Code	Description	Levy Rate	Appraised Value	Taxable Value	Estimated Tax
ST SCH2	STATE SCHOOL PT 2	1.0785210105	\$75	\$75	\$0.08
STATE SCH	STATE SCHOOL PT 1	2.0022821815	\$75	\$75	\$0.15
CC GENERAL	CLALLAM COUNTY GENERAL	1.1089113547	\$75	\$75	\$0.08
DEVDISBLT	DEVELOPMENT DISABILITIES COUNTY	0.0249999999	\$75	\$75	\$0.00
LND ASSMT	LAND ASSESSMENT COUNTY	0.0012000004	\$75	\$75	\$0.00
TAX REFUND	TAX REFUND FUND COUNTY	0.0000000000	\$75	\$75	\$0.00
VET RELIEF	VETERAN'S RELIEF COUNTY	0.0112499991	\$75	\$75	\$0.00
CAPT IMP	CAPITAL IMPROVEMENT PORT DISTRICT	0.1591657200	\$75	\$75	\$0.01
PRK REC	SEQUIM AQUATIC RECREATION CNTR	0.0000000000	\$75	\$75	\$0.00
CC RD GEN	CLALLAM COUNTY ROAD GENERAL	1.1822166801	\$75	\$75	\$0.09
LIB	LIBRARY COUNTY	0.4368846245	\$75	\$75	\$0.03
SD #323 CP	SD 323 CP	0.6704158617	\$75	\$75	\$0.05
SD 323 GEN	SD 323 M & O	1.2873539602	\$75	\$75	\$0.10
FIRE 3 BD	FIRE DIST #3 EMS	0.4257109331	\$75	\$75	\$0.03
FIRE 3 GEN	FIRE DIST #3 GENERAL	1.4256246002	\$75	\$75	\$0.11
HOSP 2 GEN	HOSPITAL DIST #2 GENERAL	0.4723916570	\$75	\$75	\$0.04
CON FUTURE	CONSERVATION FUTURES	0.0273752777	\$75	\$75	\$0.00
Total Tax Rate:		10.3143038606			
Taxes w/Current Exemptions:					\$0.77
Taxes w/o Exemptions:					\$0.77

Improvement / Building**Sketch**

No sketches available for this property.

Property Image

No image available for this property.

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	8800	8800	0.7100	0.00	0.00	0.00	\$75	\$75

Roll Value History

Year	Improvements	Land Market	Current Use	Total Appraised	Taxable Value
2021	N/A	N/A	N/A	N/A	N/A

12/17/2020

Clallam County Assessor & Treasurer - Property Details - 17696 GLORIA A DAVIS FAMILY LP for Year 2020 - 2021

2020	\$0	\$75	\$75	\$75	\$75
2019	\$0	\$73	\$73	\$73	\$73
2018	\$0	\$72	\$72	\$72	\$72
2017	\$0	\$72	\$72	\$72	\$72
2016	\$0	\$70	\$70	\$70	\$70
2015	\$0	\$67	\$67	\$67	\$67
2014	\$0	\$65	\$65	\$65	\$65
2013	\$0	\$66	\$66	\$66	\$66
2012	\$0	\$72	\$72	\$72	\$72
2011	\$0	\$72	\$72	\$72	\$72
2010	\$0	\$72	\$72	\$72	\$72
2009	\$0	\$72	\$72	\$72	\$72
2008	\$0	\$70	\$70	\$70	\$70
2007	\$0	\$69	\$69	\$69	\$69
2006	\$0	\$69	\$69	\$69	\$69
2005	\$0	\$70	\$70	\$70	\$70
2004	\$0	\$72	\$72	\$72	\$72
2003	\$0	\$75	\$75	\$75	\$75

Deed and Sales History

Payout Agreement

No payout information available..

Website version: 9.0.40.29

Database last updated on: 12/17/2020 1:35 AM

© N. Harris Computer Corporation

Exhibit C

Resolution No. 2022-55



RESOLUTION 55, 2022

3a
5/24/22

AUTHORIZING EXPENDITURES FROM THE
CONSERVATION FUTURES FUND FOR APPROVED 2022 APPLICATIONS

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. Pursuant to RCW 84.24.230 and Clallam County Ordinance 958 – Clallam County Code Section 5.45, Clallam County adopted and imposed a property tax levy and created a special fund known as the Conservation Futures Fund to which all such levy proceeds shall be credited. The purpose of the fund is to acquire interest or rights in real property in order 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 county and its citizens.
2. The statute requires the establishment of a Conservation Futures Program Advisory Board.
3. The Conservation Futures Program Advisory Board shall recommend to the Board of County Commissioners criteria for selection of the projects to be funded, make annual or more frequent recommendation to the Board of County Commissioners for projects to be funded as part of the conservation futures program and shall develop strategic, long-term plans for the program.
4. The Conservation Futures Program Advisory Board received two applications from North Olympic Land Trust for Charles Nash Huber and Patricia McManus and Gloria A. Davis Family Limited Partnership.
5. The Conservation Futures Program Advisory Board met on May 11, 2022 to review applications and make a recommendation to the Board of Commissioners

NOW, THEREFORE, BE IT RESOLVED by the Clallam County Board of Commissioners, in consideration of the above findings of fact:

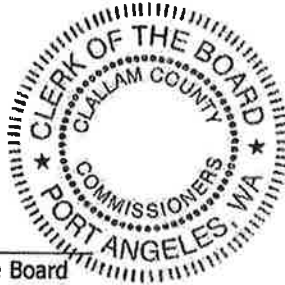
1. Concurs in the recommendation of the Conservation Futures Program Advisory Board.
2. Authorizes a one-time expenditure from the Conservation Futures Fund to be allocated as follows:
Charles Nash Huber and Patricia McManus up to \$100,000
Gloria A. Davis Family Limited Partnership up to \$400,000

PASSED AND ADOPTED this 24th day of May 2022

ATTEST:

L. Gores

Loni Gores, CMC, Clerk of the Board



BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Dumas
Mark Dumas, Chair

Randy Johnson
Randy Johnson

Bill Beach
Bill Beach

A22.33



AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda)

DEC 27 2022

Department: BOCC

WORK SESSION ☒ Meeting Date: 12-27-22

REGULAR AGENDA ☒ Meeting Date: 1-3-23

Item summary:

- | | | |
|--|--|--------------------------------------|
| ☐ Call for Hearing | ☐ Contract/Agreement/MOU - Contract # | |
| ☒ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

A vacancy exists on the Lodging Tax Advisory Committee due to the expiration of a term.

A press release was issued during the month of October 2022 soliciting applications from interested citizens. One application was received.

Commissioner Johnson endorses the appointment of Kim Reynolds to the Lodging Tax Advisory Committee.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐

None

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Approve and sign resolution to appoint.

County Official signature & print name: Loni Gores Loni Gores, Clerk

Name of Employee/Stakeholder attending meeting: Commissioner Johnson – Chair LTAC, BOCC

Relevant Departments: Board of Commissioners

Date submitted: 12-16-22

* Work Session Meeting - Submit 1 single sided/not stapled copy
** Regular Meeting – Submit 1 single sided/not stapled copy and originals (1 or 3 copies)



RESOLUTION _____, 2023

APPOINTING A MEMBER TO THE
LODGING TAX ADVISORY COMMITTEE

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. A vacancy exists on the Lodging Tax Advisory Committee due to the expiration of a term.
2. A press release was issued during the month of October 2022 soliciting applications from interested citizens. One application was received.
3. Commissioner Johnson endorses the appointment of Kim Reynolds to the Lodging Tax Advisory Committee.

NOW, THEREFORE, BE IT RESOLVED by the Clallam County Board of Commissioners, in consideration of the above findings of fact:

1. **Kim Reynolds** is appointed to the category representing a potential user of the fund for a term expiring December 31, 2025.

PASSED AND ADOPTED this 3rd of January 2023

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias

ATTEST:

Randy Johnson

Loni Gores, CMC, Clerk of the Board

Mike French

cc: A22.161
Appointee (s)
BOCC



AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda)

6

DEC 27 2022

Department: BOCC

WORK SESSION ☒ Meeting Date: 12-27-22

REGULAR AGENDA ☒ Meeting Date: 1-3-23

Item summary:

- | | |
|--|--|
| ☐ Call for Hearing | ☐ Contract/Agreement/MOU - Contract # |
| ☒ Resolution | ☐ Proclamation ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance ☐ Other |

Executive summary:

A vacancy exists on the Housing Solutions Committee due to a resignation.

The current Department of Community Development Director submitted an application for the Department of Community Development representative position.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐

None

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)

Approve and sign resolution appointing.

County Official signature & print name: Loni Gores Loni Gores, Clerk

Name of Employee/Stakeholder attending meeting: Board of Commissioners

Relevant Departments: Board of Commissioners

Date submitted: 12-16-22

* Work Session Meeting - Submit 1 single sided/not stapled copy

** Regular Meeting - Submit 1 single sided/not stapled copy and originals (1 or 3 copies)



RESOLUTION _____, 2023

APPOINTING A MEMBER TO THE HOUSING SOLUTIONS COMMITTEE

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. A vacancy exists on the Housing Solutions Committee due to a resignation.
2. The current Department of Community Development Director submitted an application for the Department of Community Development representative position.

NOW, THEREFORE, BE IT RESOLVED by the Board of Clallam County Commissioners, in consideration of the above findings of fact:

1. **Bruce Emery** is appointed to serve as the Department of Community Development representative for a standing term.

PASSED AND ADOPTED this 3rd day of January, 2023

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias

Randy Johnson

Mike French

ATTEST:

Loni Gores, CMC, Clerk of the Board



AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda)

DEC 27 2022

Department: BOCC

WORK SESSION ☒ Meeting Date: 12-27-22

REGULAR AGENDA ☒ Meeting Date: 1-3-23

Item summary:

- | | | |
|--|--|--------------------------------------|
| ☐ Call for Hearing | ☐ Contract/Agreement/MOU - Contract # | |
| ☒ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

A vacancy exists on the Sheriff's Citizens Advisory Committee due to the expiration of term.

A press release was issued during the month of October 2022 soliciting applications from interested citizens, and the current member with the expiring term was notified. No applications were received.

The current member advised the Commissioner's Office of their interest in continuing to serve and asked to be considered for another term.

Bill Benedict, Sheriff, endorses the reappointment of Nathan Tyler to the Sheriff's Citizen Advisory Committee.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐

None

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Approve and sign resolution reappointing.

County Official signature & print name: Loni Gores Loni Gores, Clerk

Name of Employee/Stakeholder attending meeting: Board of Commissioners and Sheriff's Office

Relevant Departments: Board of Commissioners and Sheriff's Office

Date submitted: 12-20-22

* Work Session Meeting - Submit 1 single sided/not stapled copy
** Regular Meeting - Submit 1 single sided/not stapled copy and originals (1 or 3 copies)



RESOLUTION _____, 2023

REAPPOINTING A MEMBER TO THE
SHERIFF'S CITIZENS ADVISORY COMMITTEE

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. A vacancy exists on the Sheriff's Citizens Advisory Committee due to the expiration of term.
2. A press release was issued during the month of October 2022 soliciting applications from interested citizens, and the current member with the expiring term was notified. No applications were received.
3. The current member advised the Commissioner's Office of their interest in continuing to serve and asked to be considered for another term.
4. Bill Benedict, Sheriff, endorses the reappointment of Nathan Tyler to the Sheriff's Citizen Advisory Committee.

NOW, THEREFORE, BE IT RESOLVED by the Clallam County Board of Commissioners, in consideration of the above findings of fact:

1. That Nathan Tyler is reappointed to the Makah Tribe position for a term expiring December 31, 2025.

PASSED AND ADOPTED this 3rd day of January 2023

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

Mike French

ATTEST:

Loni Gores, CMC, Clerk of the Board

A22.251
Appointee
Sheriff's Office



AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda)

8

DEC 27 2022

Department: BOCC

WORK SESSION ☒ Meeting Date: 12-27-22

REGULAR AGENDA ☒ Meeting Date: 1-3-23

Required originals approved and attached? ☐
Will be provided on:

Item summary:

- | | | |
|--|--|--------------------------------------|
| ☐ Call for Hearing | ☐ Contract/Agreement/MOU - Contract # | |
| ☒ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

A vacancy exists on the Clallam County Board of Health for the Commissioner District III position. Mike French will be serving as the Commissioner District III for a term of 2023 – 2026.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐
None.

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)

Approval of Resolution.

County Official signature & print name: Loni Gores Loni Gores, Clerk

Name of Employee/Stakeholder attending meeting: Board of Commissioners, HHS

Relevant Departments: Board of Commissioners and HHS

Date submitted: 12-21-22

* Work Session Meeting - Submit 1 single sided/not stapled copy
** Regular Meeting – Submit 1 single sided/not stapled copy and originals (1 or 3 copies)



RESOLUTION _____, 2023

APPOINTING A MEMBER TO THE
CLALLAM COUNTY BOARD OF HEALTH

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. A vacancy exists on the Clallam County Board of Health for the Commissioner District III position.
2. Mike French will be serving as the Commissioner District III for a term of 2023 – 2026.

NOW, THEREFORE, BE IT RESOLVED by the Clallam County Board of Commissioners, in consideration of the above findings of fact:

1. **Mike French** is appointed as the Commissioner District III representative for a standing term.

PASSED AND ADOPTED this 3rd day of January 2023

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

ATTEST:

Loni Gores, CMC, Clerk of the Board

Mike French

C: A22.176
Appointee
HHS



AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda)

DEC 27 2022

Department: BOCC

WORK SESSION ☒ Meeting Date: 12/27/22

REGULAR AGENDA ☒ Meeting Date: 12/27/22

Required originals approved and attached? ☐
Will be provided on:

Item summary:

- | | |
|---|--|
| ☐ Call for Hearing | ☐ Contract/Agreement/MOU - Contract # |
| ☐ Resolution | ☐ Proclamation ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

Clallam County Vote for BNR Counties' Representative:

With Commissioner Peach rotating off the Board of Natural Resources the Washington State Association of Counties (WSAC) is holding an election process to identify the next Counties' Representative on the Board. Each timber county receives one vote; should the Commissioners not agree on a candidate we may submit a proportional vote. Our vote is due to WSAC by 5:00 pm on December 28. Today we will discuss our vote so that the Chair may submit it to WSAC as appropriate.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐
None.

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)

Discussion on Clallam County vote and approve to forward the Clallam County BNR Ballot to WSAC.

County Official signature & print name: Loni Gores Loni Gores, Clerk

Name of Employee/Stakeholder attending meeting: Board of Commissioners

Relevant Departments: Board of Commissioners

Date submitted: 12-14-22

* Work Session Meeting - Submit 1 single sided/not stapled copy

Board of Natural Resources Representative 12-27-22

** Regular Meeting - Submit 1 single sided/not stapled copy and originals (1 or 3 copies)

Revised: 3-04-2019

Gores, Loni

From: Paul Jewell <pjewell@wsac.org>
Sent: Wednesday, December 14, 2022 12:19 PM
To: Gores, Loni; Rebecca Messinger; Tina Redline; Tiffany Ostreim; Wendy Chatham; Carolyn Gallaway; Angel Foss; Melanie Pedroza; Dana Daniels; Julie Kjorsvik; Mandy Buchholz, CMC; Ibby Jane Coyne; Lee Snell; Rieva Lester; msmith@masoncountywa.gov; Lalena Johns; Amanda Bennett; Mindy Young; Denise Johnson; Patricia Face, CMC; Amber Erps, CMC; Katie Williams; Linda Hammons; Debbie Slack; Lisa Sackos; Heidi Penner; Debbie Eco, CMC; Elena Lao; Jonnie Brown; Karla Hood; Jamie Caldwell; Beth Johnson; Dana Brown-Davis, CMC; Ozias, Mark; Peach, Bill; Karen Bowerman; Temple Lentz; Gary Medvigy; Julie Olson; Arne Mortensen; Dennis Weber; Jill Warne; Vickie Raines; Kevin Pine; Greg Brotherton; Kate Dean; Heidi Eisenhour; Claudia Balducci; Dow Constantine; Rod Dembowski; Reagan Dunn; Jeanne Kohl-Welles; Sarah Perry; Joe McDermott; David Upthegrove; Pete Von Reichbauer; Girmay Zahilay; Charlotte Garrido; Robert Gelder; Edward (Ed) Wolfe; Laura Osiadacz; Brett Wachsmith; Cory Wright; Jacob Anderson; David Sauter; Dan Christopher; Sean Swope; Lindsey Pollock; Scott Brummer; Randy Neatherlin; Kevin Shutty; Sharon Trask; Chris Branch; Jim DeTro; Andy Hover; Lisa Olsen; Michael "Hawk" Runyon; Frank Wolfe; Marty Campbell; Bruce Dammeier; Ryan Mello; Amy Cruver (Pierce County); Dave Morell; Jani Hitchen; Paul Herrera; Derek Young work; Peter Browning; Lisa Janicki; Ron Wesen; Bob Hamlin; Tom Lannen; Richard Mahar; Megan Dunn; Sam Low; Jared Mead; Nate Nehring; Dave Somers; Megan Dunn; Mark Burrows; Wes McCart; Greg Young; Gary Edwards; Carolina Mejia; Tye Menser; Lee Tischer; Daniel Cothren; Gene Strong; Kaylee Galloway; Barry Buchanan; Tyler Byrd; Todd Donovan
Cc: Eric Johnson; Lynn Fiorillo-Lowe; Court Stanley; Travis Dutton
Subject: Important - Response Required - Ballot for Electing the County Representative to the Board of Natural Resources
Attachments: BNR Ballot 2022.docx

Good morning!

Attached is the ballot for your legislative authority's use to vote for candidates for the county representative on the Board of Natural Resources.

Every eligible county legislative authority is allowed one total vote. However, the elected members of the eligible county legislative authority may fractionalize their votes if desired. For instance, if you have three members of your legislative authority and all three members agree on one candidate, then the county's single vote should go to that candidate, and you would place a "1" next to the name of the candidate receiving your support. However, if all three members of your legislative authority don't agree and all three support different candidates, you would split your vote three ways, and 1/3 of your vote should go to each candidate. In that instance, you would write "1/3" next to each of the three names of the candidates your members support. If two members support the same candidate and one supports another candidate, you would write "2/3" next to the name of the candidate that two of your members support and "1/3" next to the name of the candidate that only one of your members supports. You would follow the same process, but in different fractions, for eligible county legislative authorities with more than three members. Regardless of whether you choose to fractionalize or not fractionalize your single vote, the total number of votes should equal "1" when your ballot is complete.

Completed ballots must be returned to WSAC no later than 5:00 PM on December 28, 2022. Please email them to me at pjewell@wsac.org

Also, here is the link to the recording from today's meeting with the candidates if any of your members were unable to attend and would like to view it:

https://wsac-org.zoom.us/rec/play/ITeY06EbZQ3PDe7RY8e_jGjHcEz0hjyNRIMcY6Qd9AnoT2i4OHJESxKwe3rIzd5hsUp3jyUJbdDPID5h.fGrJLdH6V-SA1EGy?continueMode=true&xzm_rtaid=ZlgKjFHwRG6mW9HRnzN9JA.1671048968008.132af33a82fe7fa4ffc29b81bff05788&xzm_rhtaid=599

Please let me know if you have any questions or need further information.

Sincerely,

--

Paul Jewell | Policy Director – Water, Land Use, Environment & Solid Waste
Washington State Association of Counties | wsac.org
pjewell@wsac.org | 360.489.3024

Disclaimer: Documents and correspondence are available under state law. This email may be disclosable to a third-party requestor.



Board of Natural Resources Election Ballot

Election Deadline: December 28, 2022, 5:00 PM

County: Clallam County

Is this ballot fractionalized? *

If so, please indicate the number of votes next to each nominee in the boxes below:

 Commissioner Heidi Eisenhour

 Commissioner Lisa Janicki

 Commissioner Lindsey Pollock

Chair Signature:

Name (Please Print): Mark Ozias

* Each county with State Forestlands has one vote in this election and shall submit only one ballot. A Board of Commissioners or County Council may choose to fractionalize that one vote among candidates to reflect the vote of each Commissioner or Councilmember. The total of all fractionalized votes must be equal to 1 vote.

Ballots must be received by WSAC via email no later than **December 28, 2022, 5:00 PM.**

Completed ballots must be emailed to Paul Jewell (pjewell@wsac.org).



AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda)

10

DEC 27 2022

Department: Finance

WORK SESSION ☒ Meeting Date: December 27, 2022

REGULAR AGENDA ☒ Meeting Date: January 3, 2023

Required originals approved and attached? ☒
Will be provided on:

Item summary:

- | | |
|---|--|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 19961.22.007, Amendment #1 |
| ☐ Resolution | ☐ Proclamation ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance ☐ Other |

Documents exempt from public disclosure attached: ☐

ARPA DIRECT GRANT ASSISTANCE AGREEMENT AMENDMENT #1 – BLACK DIAMOND WATER DISTRICT

On April 19, 2022, an ARPA Direct Grant Assistance Agreement with Black Diamond Water District ("BDWD") was executed by the County, providing \$62,537.28 of ARPA funding for the relocation of BDWD's main waterline that is currently suspended and unsupported over the Little River. The waterline serves 447 water users/222 connections. Following execution of this agreement, BDWD completed its RFP bid process for this project, the results of which led to a revised project cost totaling \$111,918. This cost increase was due to higher than expected bid costs for this project driven by higher supply-chain related inflation and USFS permit requirements that were not known at the original date of agreement execution.

On November 21, 2022, the Board of County Commissioners met to discuss Clallam County ARPA funds and potential uses for remaining unallocated funds, and was notified that BDWD had submitted a request for additional ARPA funding to cover the \$49,381 funding shortfall for the project. The BOCC indicated preliminary approval for Black Diamond Water District to receive additional funds to close this project funding gap.

Attached for your review and approval is an amendment to the ARPA agreement that increases the award amount from \$62,537.28 to \$111,918. All of the other terms and conditions of the original agreement are unchanged.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐

* Work Session Meeting - Submit 1 single sided/not stapled copy BOCC Agenda Item Summary ARPA Direct Grant Assistance Agreement Amendment 1 - Black Diamond Water District 122722

** Regular Meeting - Submit 1 single sided/not stapled copy and originals (1 or 3 copies)

Revised: 3-04-2019

If approved, this will increase the ARPA funding allocated to BDWD's project in to be funded through the 2023 budget. Based on the 2023 ARPA fund budget which has sufficient amounts budgeted for unanticipated projects, staff believes there is sufficient ARPA funding in the 2023 budget to fund this additional cost.

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)

We request the Commissioner's approval to execute this amendment during the January 3, 2023 BOCC Regular Meeting.

County Official signature & print name: _____



Name of Employee/Stakeholder attending meeting:

Mark Lane, Clallam County Chief Financial Officer

Relevant Departments: Finance, BOCC

Date submitted: 12/21/2022

* Work Session Meeting - Submit 1 single sided/not stapled copy BOCC Agenda Item Summary ARPA Direct Grant Assistance Agreement Amendment 1 - Black Diamond Water District 122722

** Regular Meeting – Submit 1 single sided/not stapled copy and originals (1 or 3 copies)

Revised: 3-04-2019



ARPA DIRECT GRANT ASSISTANCE AGREEMENT AMENDMENT #1

THIS AMENDMENT is entered into between CLALLAM COUNTY, a political subdivision of the State of Washington, (hereinafter called "County" or "Clallam County") and Black Diamond Water District, a Washington State Special Purpose District ("Recipient"), and changes the following attachments to the agreement entered into on April 19, 2022.

This Amendment is comprised of the text found on Attachment 1.

The term of this Amendment shall commence on the 3rd day of January, 2023 and shall terminate as provided elsewhere in the Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on this day of 2023.

RECIPIENT

CLALLAM COUNTY BOARD OF COMMISSIONERS



_____, Chair

Print name: Stephen M. Zenovic

Title: BDWD Commissioner #3

Date: December 14, 2022

Originals: BOCC
Black Diamond Water District
Finance Department

THIS CONTRACT HAS BEEN APPROVED AS TO
FORM BY THE CLALLAM COUNTY PROSECUTING
ATTORNEY.

AMENDMENTS TO THE ORIGINAL AGREEMENT

Paragraph 2, Bullet point 3, Page 2 is amended to read as follows:

In January 2021, the Recipient solicited an estimate from Zenovic and Associates to determine the cost for relocating the water line. The initial estimate for the relocation of the water line totaled \$62,537.28. The Recipient sought grant funding to assist with the project through the Department of Commerce, but ultimately was not successful. Following completion of a subsequent RFP bidding processing, total costs for relocation of the waterline based on bids received, together with other identified costs, totaled \$111,918.

Paragraph 2, Bullet point 5, Page 2 is amended to read as follows:

Due to a likely financial burden on current water users if water rates were to increase again, coupled with the dire need to relocate the main water line from potential natural and human caused events that could shut-off users access to safe drinking water, the Recipient has requested \$111,918 in ARPA Grant Assistance from the County to fund the cost of the water line relocation project.

Paragraph 3, Item 2, page 3, is amended to read as follows:

1. “ARPA Funds. The County agrees to provide the Recipient a total sum not to exceed \$111,918.00 on a reimbursement basis for eligible costs incurred during the period of March 1, 2020 through December 31, 2024 based on eligibility criteria outlined in Attachment D.”

Attachment D, Scope of Work, is amended to read as follows:

ATTACHMENT D**SCOPE OF WORK**

The Board of Commissioners is directing to provide the Recipient a total sum not to exceed \$111,918 of ARPA Funds in support of the replacement of their main water line over the Little River to be relocated and securely attached to the new bridge that was installed by the Department of Natural Resources in 2020.

Expenses under this grant must meet the eligibility criteria outlined below:

1. Eligible Costs

Funds totaling up to \$111,918 are to be used for costs incurred for the relocation of the water line to be incurred from March 1, 2020 thru December 31, 2024.

Such eligible costs incurred for the water line relocation project may include:

- The preparation and necessary work to physically relocate/replace the current water line and secure it to the new Department of Natural Resources Bridge to include:
 - Engineering
 - Mobilization
 - Pothole Existing utilities
 - Scaffolding/work access
 - Project Cleanup/closeout
- The TESC maintenance and silt fence
- Utility materials involved for reconnecting the new water line to include:
 - SWPE Water Main (In Ground)
 - SWPE Water Main (On Bridge)
 - SWPE Sleeve
 - U-Bolts for Pipe Restraint
 - Gate Valves
 - Connection to Existing Main
 - PUD Power Relocation
- Recipient staff and other costs incurred relating to construction observation, testing and management of the project.

2. Program Funding and Award Amount

The County shall make \$111,918 of ARPA funds available under the IGA that will be paid to the Recipient on a reimbursement basis.

All funds are to be disbursed no later than December 31, 2024.

3. Reporting

The ARPA funding will be provided via reimbursement to the Recipient upon its submission to the County of expenditure details, together with copies of invoices, receipts and other supporting documentation for each expense for which reimbursement is requested, along with a signed certification by the Recipient that such expenses represent eligible expenses incurred by the Recipient based on the eligibility criteria outlined above and that such expenses have not been nor will be reimbursed under any other government or private entity program. The Recipient may only submit one request for Reimbursement per month.

This will ensure the eligibility of the expenditures consistent with the application requirements prior to payment.