

AGENDA

Clallam County Planning Commission

Planning Commission Meeting of Wednesday, August 7, 2024, 6:00 p.m.

The Planning Commission will conduct a regularly scheduled meeting in Room 160 of the Clallam County Courthouse, 223 East Fourth Street, Port Angeles, WA 98362 and by Zoom, meeting number 857 7304 5582 with passcode 12345. Materials regarding past and upcoming meetings are available at: <https://clallamcountywa.gov/meetings>

- A. CALL TO ORDER**
- B. PLEDGE OF ALLEGIANCE**
- C. ROLL CALL**
- D. WELCOME**
- E. APPROVAL OF MINUTES:** May 15, 2024
- F. ANNOUNCEMENTS:** Still advertising for vacant Dist. 3 position, vacancy in Dist. 2
- G. PUBLIC COMMENT on AGENDA ITEMS** – Please Limit Comments to Three Minutes
- H. UNFINISHED BUSINESS:**
- I. PUBLIC HEARING/COMMISSION ACTION:** Current Use Assessments – 5 applications
- J. WORK SESSION ITEMS:** Current Use Assessment/Public Benefit Rating discussion
- K. PUBLIC COMMENT** – Please Limit Comments to Three Minutes
- L. DISCUSSION OF PUBLIC COMMENTS**
- M. GOOD OF THE ORDER**
- N. ADJOURNMENT**

Members:

Chair, Steve Gale & Vice-Chair, Ron Long
N. Bonnie Booth; Jeff Carter; Thomas Butler; Katina Hester;
Kenneth Reandeau; Jane Hielman; Vacancy District 3

Department of Community Development Staff:

Enrique Valenzuela, Planner I; Donella Clark, Principal Planner; Bruce Emery, DCD Director

MINUTES

Clallam County Planning Commission

Meeting of May 15, 2024, 6:00 PM

- A. CALL TO ORDER: The meeting was called to order at 6:00 p.m.
- B. PLEDGE OF ALLEGIANCE.
- C. ROLL CALL: Members present were Chair Steve Gale, Vice-Chair Ron Long, Tom Butler, Ken Reandeau, Katina Hester, Bonnie Booth, Jane Hielman, and Jeff Carter. Donella Clark, Principal Planner, Holden Fleming, Deputy Director, and Bruce Emery, Director represented staff from the Department of Community Development.
- D. WELCOME: Chair Gale welcomed all in attendance. Requested to amend the order of the agenda and put Addressing on as the first public hearing.
- E. APPROVAL OF MINUTES: Steve Gale requested an edit to the minutes. Ron Long motioned to approve March 20th minutes with the edit and Tom Bulter seconded. Motion passed with one abstention from Bonnie Booth. Ron Long motioned to approve the April 17th minutes and Ken Reandeau seconded. Motion passed with one abstention from Steve Gale.
- F. ANNOUNCEMENTS: None
- G. PUBLIC COMMENT PERIOD: Three written comments are Two comments were made regarding Ag Accessory. One wanted to allow those farms in the UGA to have the same opportunities as those in Rural and Resource lands which the code is intended to affect. Second commenter suggested that the code allow ag accessory uses to place 20 square foot signs similar to the size of signs allowed in the ag resource zone.
- H. UNFINISHED BUSINESS: None
- I. PUBLIC HEARING ITEM: Staff presented the draft Addressing Ordinance following the requested changes from the County IT GIS department. The changes requested were minor and staff now requests to hold the public hearing and make a recommendation to the Board. Karl Hatton from Pencom requested that before the final adoption of this ordinance that an addressing authority be selected. Staff intends to bring this up to the Board of Commissioners in order to have them select the department or person within the County organization that should be the selected authority. Ron Long moved to approve the ordinance with the caveat that the Board of Commissioners decide on a single source of contact during their review. Katina Hester seconded the motion and the motion passed 7-0.

Staff presented their report and recommendation for a Type B amendment to change the rear yard setbacks from 15-feet to 10-feet and side yard setbacks from 10-feet to 6-feet within the CR-I, CR-II, and CR-III zones within the Carlsborg Urban Growth Area. Ron Long moved to approve the staff recommendation and Katina Hester seconded. Motion passed 6-0 with one abstention by Jeff Carter.

The record shall reflect that Katina Hester removed herself from this portion of meeting. Staff presented of the process and recommendation of the Type B amendment to provide development regulations in Rural and Resource zones, noting that the Comprehensive Plan does not provide the same standards regarding ag accessories in Urban Growth Areas. Staff feels that the draft ordinance is in line with the Comprehensive Plan, and since DCD will be updating their Comprehensive Plan we will continue the process and possibly expand the regulations in the near future. Planning Commission discussed the ordinance and the vast input from farmers, non-farmers, Planning Commission and staff in order to get a good balance. A minor edit was requested in the section regarding fires to remove "if applicable". Regarding

signs staff did not feel it appropriate to add language to circumvent the sign code. Three comments were made thanking staff for their efforts and understanding that everything was not incorporated, but that the support to ag was appreciated. Ron Long moved to forward the ordinance with the edit to the fire section. Bonnie Booth seconded. The motion passed 6-0 with one abstention.

- J. WORK SESSION ITEMS: None
- K. PUBLIC COMMENT PERIOD: Commenter asked what the process is next for the Ag Accessory Code.
- L. DISCUSSION OF PUBLIC COMMENTS: Next steps for the ordinances will be to take them to the Board of County Commissioners for their process and public hearing.
- M. GOOD OF THE ORDER: Steve Gale suggested that code standards for Carlsborg be prioritized during the Comprehensive Plan review.
- N. ADJOURNMENT: The meeting adjourned at __7:00_ p.m.

Fleming, Holden

From: CHIQUE ANTIQUES Owner <chiqueantiques@msn.com>
Sent: Thursday, May 9, 2024 12:56 AM
To: Fleming, Holden; Johnson, Randy; Emery, Bruce
Subject: Ag amendment opens unrestricted use outside of Rural zoning
Attachments: By definition of ancillary uses, what are uses co....docx

MEMO FOR May 15th public meeting

As you are aware, Ancillary uses are allowed in all zoning for agricultural operations. Code doesn't clarify what Urban Ancillary uses are and your Type B only supplies a draft for Rural zones.

The amendment defines activities included as an Agricultural Ancillary activity allowed in Rural Zones.

Those same activities would be included in all zones as an ancillary activity now by inclusion since the amendment defines them as "Ancillary Activities".

The current zoning definition of Ancillary has no restrictions and no specific definitions of what an Ancillary activity is, leaving it up to interpretation. The amendment puts definition of activity names, such as farm tours, educational activities, farm stays, as an Ancillary Activity (definition) defined by the new County Code.

This makes no sense.

1. Agricultural activities are allowed in all zones.
2. Ancillary agricultural uses are allowed in all zones.
3. Ancillary uses in Rural zones are defined as Agricultural Ancillary Uses in the proposed amendment.
4. The amendment defines farm tours, educational events, farm stays, events farmers markets etc as an Agricultural Ancillary activity.
5. Ancillary Agricultural activities specifically are not defined under definitions for zoning.
6. The amendment now defines farm tours, educational events, farm stays, events, farmers markets as ancillary and under definitions of County Code are allowed outright in all zones but are being limited in Rural Zones.

Imagine the confusion that would happen if this amendment is codified in its current format. A way to prevent this is to rewrite definitions in zoning specifically that Ancillary Agricultural Activities are only allowed in Rural Zoning which conflicts with the Comprehensive Plan, or to rewrite the amendment to coincide with the Definitions of Ancillary Agricultural Activities to be "allowed in all zones".

The Comprehensive plan speaks specifically to Agricultural activities not agricultural activities in Rural communities only.

Please send a copy of this to all the Commissioners for planning as well as County Commissioners.

Sent from my Verizon, Samsung Galaxy smartphone
Get [Outlook for Android](#)

March 20, 2024

Bruce Emery, Director
Department of Community Development
223 E 4th Street, Suite 5
Port Angeles, WA 98362

Re: Chapter 33.XX Agricultural Accessory Uses Draft Code 3-18

I have completed a review of the Revised Draft of the above referenced proposed Chapter of the Clallam County Zoning Code as attached to the Planning Commission Meeting Agenda for March 20, 2024.

In the following document, I have outlined comments and recommended revisions along with questions to be addressed by staff or the commissioners during the meeting as appropriate. This information is presented to assist the Planning Commissioners in their evaluation of this near complete draft.

1) General Comments:

The current draft as presented has addressed most all of the questions and issues that have been raised during the public input process of drafting the code revisions. It appears that the staff has responded to the public input and commissioner's queries in a way to allow the agricultural accessory uses necessary to comply with the intent and vision of the Clallam County Comprehensive Plan in most respects, but still in a restrictive way.

2) Educational Classes:

The language of the current draft leaves unclear how a class being presented at a farm related to the farm cultivation, production and equipment operation would be classified within the 8 separate categories listed under 33.XX.040. As an example, a private educational class for say 15 attendees on a specific aspect of farm product processing, such as lavender oil extraction. Would this be classified under the "Tours of the agricultural operations" under 33.XX.130, since this section clearly relates to "educational events" as stated by the Educational Exemption under Item a)? But this exemption is specifically restricted to specific public educational endeavors, not privately owner prepared and charged for classes. The addition of an additional subparagraph Item b) that allows private educational classes directly related to the agricultural activities and production occurring on the farm site under this 33.XX.130 would clarify this and would appear to fit with the educational element above, even though it is technically not a "tour" but is an educational event. While these type classes are generally smaller classes without the need of specific controls and would have no more impact on the community than a guided tour of the same size attendance, this sub paragraph could include a reasonable size limit of say 35 to prevent classes that might generate more significant traffic impacts.

If the simple classes that I am referring to are what is intended to be included in the broad reference as "agricultural demonstrations" included in the definition of "Other Farm Dependent Accessory Activities", then this is totally unacceptable in that this classification requires even farms of 5 to 9.99 acres to obtain a Conditional Use Permit for those simple agricultural process classes. The demonstrations that is believed to be intended in this "Other Farm Dependent ..." section is believed to be more intensive and "entertaining" public involved demonstrations more similar to the tractor rides, hay rides etc. Clearly defining the type of educational classes as belonging in the "Farm Tours" class and requirements appears to be

adequate to provide the necessary controls and not excessive for all farms wanting to pursue this type of customer pay for an educational event.

3) Building Code Reference:

I again ask why the continued reference to the International Building Codes? Those codes are not directly controlling anything in Washington State. They are only enforced to the extent they are adopted by reference and with modifications by Washington State. I recommend a more appropriate reference to the Washington State Building Codes be utilized throughout this Zoning Code revision that does not create a potential conflict in code requirements.

SPECIFIC CODE WORDING ISSUES:

The following discusses the proposed draft Chapter 33.XX in order of each Section as follows:

Section: Index --

Remove 33.XX.100 Additional standard for agricultural processing facilities. And renumber.

33.XX.010 Definitions.

(2) "Agricultural Processing" Remove and renumber.

33.XX.020 Purpose and intent. No comment.

33.XX.030 Applicability.

In the fourth paragraph of this section starting "For the Purposes of this Chapter, contiguous parcels..." discusses using contiguous parcels for review as "one farm when **determining the appropriate level of review** for the proposed agricultural accessory use". I recommend adding ", criteria and conditions" after "review".

It is not only the level of review that is impacted, but also the criteria such as the general requirement under 33.xx.030 that for any parcel to be allowed to have agricultural accessory uses, the criteria is that the "parcel" (not "farm") must have "a minimum of one acre of land utilized in the production of agricultural products." We have the barn and store on our 1.3 acre parcel with the residence, while all of our production is on the adjacent 4.3 acre parcel. By strict reading of this paragraph, this barn parcel does not have any land used in the production of agricultural products (ie lavender fields). Unless the contiguous parcels criteria includes not only the level of review (i.e. CUP vs COC vs Allowed Outright) but also the criteria and conditions, our store parcel would not be allowed to have any agricultural accessory use, even though it could be included to determine if a COC or CUP would be required for the farm evaluation of activities on the other parcel. Please amend this.

33.XX.080 Additional Standards for Onsite Retail Stores.

Under paragraph (1) a. change "...must have no than 1000sq.ft. ..." tp "...must have no more than 1000 sq.ft....

33.XX.110 Additional Standards for Farmers' Markets.

Renumber this section and all following sections.

Respectfully Submitted
Richard Olson
Lavender Connection
1141 Cays Rd.
Sequim WA 98382

Ancillary uses in an agricultural operation are those activities that are **secondary and directly support** the primary function of raising crops or livestock. They **add value** to the agricultural products or make the farming operation more efficient. Here's a breakdown of what qualifies as ancillary uses:

General Characteristics:

- **Secondary to Primary Agriculture:** The primary purpose of the land remains agricultural production. Ancillary uses should not overshadow the main farming activity.
- **Directly Supportive:** Ancillary uses contribute to the success of the agricultural operation in some way. They might help with production, processing, marketing, or farm management.

Examples of Ancillary Uses in Agriculture:

- **Value-added agriculture:** This involves processing raw agricultural products into finished goods with higher market value. Examples include making cheese from milk, turning grapes into wine, or processing wool into yarn.
- **On-site sales:** Selling farm products directly to consumers through farm stands, u-pick operations, or CSAs (Community Supported Agriculture).
- **Agritourism:** Offering educational experiences to the public like farm tours, workshops, or glamping (glamorous camping) on the farm.
- **Farm Support Activities:**
 - Equipment storage and maintenance facilities
 - Packing sheds for sorting and packaging produce
 - Greenhouses or nurseries for propagating plants
 - On-farm composting for waste management and creating fertilizer
 - Basic food or beverage processing for on-farm consumption during events
- **Limited on-farm renewable energy production:** Solar panels or wind turbines to generate electricity for the farm's operation.
- **Home occupations:** Small-scale businesses like farm consulting, offering farm-stay lodging, or craft production using farm products, conducted from a residence on the farm (restrictions might apply).

Fleming, Holden

From: CHIQUE ANTIQUES Owner <chiqueantiques@msn.com>
Sent: Monday, March 18, 2024 10:17 PM
To: Fleming, Holden
Subject: Accesory Uses in Agriculture only allowed in Rural Zonings

 You don't often get email from chiqueantiques@msn.com. [Learn why this is important](#)

The current Comprehensive Plan for Clallam County states that "Agritourism and Agricultural businesses should be supported by the codification of Clallam County.

Agricultural activities and Accessory Uses are allowed in all current zoning codes in Clallam County.

The current amendment plan from DCD states "Agricultural Accessory Uses" are only allowed in Rural Zones.

This amendment should be to "All" Zones to parallel both the "Accessory Uses & Agricultural Activities". If the County's true intent is to "Clarify and promote agricultural businesses" why would farming Accesory Uses in Urban Zoning not be allowed. Counties and Cities like Thurston County, Seattle, & Portland's agricultural urban zoning uses are important parts of the Agricultural reforms currently.

How would this look otherwise?

Delete "Accesory Uses" as a definition of all zones, and replace it with "Agricultural Accesory uses" definition only allowed in Rural Zoning?

Add a definition only allowed in Rural Zones?

Or ADD it to an allowed use category in different zoning classifications, but still have Accessory Uses allowed in all Zoning?

If the County's intent is to support farming, then support farming in Clallam County.

Thank you

Rondi Smith
669 N. Lee's Creek Road
Port Angeles Wa 98362

Thank you for your intention.

Staff Report to the Clallam County Planning Commission

2024 1st Half Current Use Assessment Applications

July 17, 2024

BACKGROUND

The Clallam County Open Space Code (CCC 27.08) was adopted pursuant to RCW 84.34, commonly known as the Open Space Tax Act. The purpose of the Open Space Tax Act is to promote the preservation of open space, natural features, natural resources, scenic beauty, and public recreation for the social well-being of the state and its citizens by valuing property based on its current use, rather than its highest and best use. Open Space properties are assessed based on Public Benefit Resources as identified and adopted by the local legislative authority. The tax burden resulting from approval in the program is shifted to other tax payers in that taxing district. The intent is that the tax shift is offset by the public benefit derived by maintaining the property in its current use according to the chapter.

Attached are the packet items for review in preparation for the public hearing regarding the 2024 Current Use Assessment (CUA) applications (reclassifications).

- Statistical Summary Tables
- Data Spreadsheet for Reclassification Applications (Table 1)
- Draft Decision Documents
- Individual Staff Reports

See below for a description of each section.

APPLICATION DATA

Table 1 contains the summary information for the reclassification applications under consideration: name, parcel number, acreage, and tax effect.

DRAFT DECISION DOCUMENT

Chapter 27.08 does not require that the Planning Commission prepare Findings of Fact and Conclusions of Law when making a recommendation to the Board of County Commissioners for action on CUA Applications. However, it is important to ensure that any recommendation of the Planning Commission is well documented and that the intent of the recommendation is clearly stated to the Board of County Commissioners for their consideration and action. That is why this Draft Decision Document has been submitted for your consideration. These documents summarize the applications currently under consideration.

Notwithstanding any additional changes, staff would recommend that this document be cited when making final recommendations on this matter. Certainly, if there are any changes that affect the outcome or decisions reached on any application, staff will modify this document accordingly to ensure it reflects the record.

STAFF REPORTS

Staff reports for each application review under consideration are included in the Planning Commissioner's packets. Applications, professional reports and other supporting documents are not included, but available online. To read individual applications, go to

clallamcountywa.gov, select "Services" at the top of the webpage, and then select "Permit System Online".

STATISTICAL SUMMARIES

The table below provides a summary of the reclassification reviews under consideration in this cycle and the corresponding tax shift as a result of approval of staff recommendations. The Staff Reports provide case-specific data that shows how the property owners will be affected should staff's recommendations be approved by the Planning Commission. Staff is recommending approval of the Reclassification reviews presented in this round (5 parcels, 5 owners).

1 st Half 2023 Open Space Application Summary*	
ACREAGES WITH TAX INCREASES (reclassification to O/S from other program)	34.77
DOLLAR AMOUNT OF TAX INCREASES TO OWNERS, DECREASES TO THE PUBLIC**	\$533.41
ACREAGES WITH TAX DECREASES (new to O/S)	94.46
DOLLAR AMOUNT OF TAX DECREASES TO OWNER, INCREASES TO THE PUBLIC	\$1,567.92

* Does not include CUA2024-00004 for parcel number 032904-449045 due to the parcel not yet having been assessed

** Shifted from the public back to the individual owners

TABLE 1: 2024 1st Half Current Use Assessment Open Space Applications

Application Number	Applicant Name	Parcel Number	Parcel Acres	Acreage added to Program	Program Applied For	Tax Shift
CUA2024-00001	Ann M. Rosecrants Trust	073008-248055	34.37	32.37	O/S Reclass	+\$393.94*
CUA2024-00003	Grand Ridge HOA Port Angeles	053028-520001	62.14	62.14	O/S Classification	-\$681.84**
CUA2024-00004	Louella Heights Property Owners Association	032904-449045	1	1	O/S Classification	Not yet determined
CUA2024-00005	Charlotte Watts	022905-239055	33.32	32.32	O/S Classification	-\$886.08**
CUA2024-00006	Margaret Sallstrom	093136-340000	20.19	2.4	O/S Reclass	+\$139.47*

*Tax shift from public to owner

**Tax shift from owner to public

Respectfully Submitted,

Enrique Valenzuela, Planner I

Department of Community Development, Clallam County

1st Half 2024 Current Use Assessment Applications Decision Document of the Clallam County Planning Commission July 17, 2024

BACKGROUND

The Clallam County Open Space Code (CCC 27.08) was adopted pursuant to RCW 84.34, commonly known as the Open Space Tax Act. The purpose of the Open Space Tax Act is to promote the preservation of open space, natural features, natural resources, scenic beauty and public recreation for the social well-being of the state and its citizens by valuing property based on its current use, rather than the highest and best use. An Open Space application's tax valuation is based on Public Benefit Resources as identified by the Ratings Table and adopted by the Planning Commission. The tax burden resulting from approval in the program is shifted to tax payers not enrolled in the program within the respective taxing district. The intent is the tax shift is offset by the public benefit derived by maintaining the property in its current use.

In 2024, the Clallam County Assessor's Office received 5 applications for reclassifying 5 parcels into the County's Open Space Program from the Farm and Agriculture classification and the Designated Forest Land classification.

In accordance with the Clallam County Open Space Code (CCC 27.08), Planning Agency (CCC 26.01), and Title 31, Clallam County Comprehensive Plan, the Planning Commission held a duly advertised public hearing on July 17, 2024.

Following the close of the public hearing and after consideration of the applications, staff recommendation, public testimony, and other information provided at the public hearing, the Clallam County Planning Commission by a vote of _____ hereby recommends that the Board of Clallam County Commissioners take action on the 2024 1st Half Current Use Assessment Applications consistent with Table 1.

Respectfully Submitted,

Enrique Valenzuela, Planner I

Department of Community Development, Clallam County

Staff Report to the Planning Commission

Current Use Assessment CUA2024-00005

June 20, 2024

Prepared by the Clallam County Department of Community Development, Planning Division
223 East Fourth Street, Port Angeles (360) 417-2271

1. PROJECT INFORMATION:

- A. Applicant: Charlotte Watts
350 Chicken Coop Hollow Road
Sequim, WA 98362
- B. Property IDs: 022905-239055 (geographic) 86453 (property)
- C. Parcel Acreage: 33.32 total acres
- D. Acreage Under Review: 32.32 total acres
- E. Home Site: Yes. 1 Acre
- F. Legal Description: LOTS 1 THRU 4 SP V9 P30 AND LOTS 1 AND 2 PREV LOT COV AND LOTS 7 AND 8 SURV V3 P24 LOT COV
- G. Zoning: R5, Rural Low
- H. Review Synopsis: Property is being reviewed as a reclassification request to Open Space Land.

2. PLANNING DIVISION ANALYSIS:

The parcel is eligible for several categories under the Public Benefit Rating System (PBRs) CCC 27.08.060. See discussion in Findings.

The subject parcel qualifies for 23 PBRs points on the acreage for a 90% reduction.

Public Benefit Description	Clallam County Code Reference	Public Benefit Rating Points
Conservation Easements	CCC 27.08.060(17)	23
Total		23

3. FINDINGS OF FACT, CONCLUSIONS, AND RECOMMENDED ACTION:

A. Findings of Fact and Conclusions of Law:

1. This Current Use Assessment has been reviewed in accordance with the requirements of Chapter 27.08 Clallam County Code.
2. The parcel is granted points for "Conservation Easements" as described under the eligibility language of the definition found at CCC 27.08.060(17)(b)(ii) ("(b) *Perpetual*

conservation easements that: (ii) Protect natural habitat for fish, wildlife, plants or similar ecosystems...”)

3. This review grants 90% discount on the eligible acreage. See below table for tax summary:

Current Assessed Value*	Value if Approved**	2023 Levy Rate (per \$1000 of Value) tax area 202	Tax on Current Assessed Value	Estimated Tax if Approved	Estimated Tax Shift to Other Taxpayers
\$175,581	\$55,527	\$7.38202	\$1,296	\$409.92	\$886.08

B. Recommended Action:

Based on the above analysis and citing the findings and conclusions, the Planning Division recommends **approval** of the reclassification Review for current use assessment.

The subject areas are eligible for a 90% reduction in land valuation for 32.32 acres total. The one-acre home site will remain at full market value and full taxation.
Staff contact: Enrique Valenzuela, Planning Dept. (360) 417-2271

**Application for Classification or Reclassification
Open Space Land
Chapter 84.34 RCW**

File With The County Legislative

Name of Owner(s): Charlotte Watts

Phone No: 360 683-6642

Email Address: woodukdr@olypen.com

Address: 350 Chicken Coop Hollow Road, Sequim, WA 98382

Parcel Number(s): 86453 0229052390550000

Legal Description: LOTS 1 THRU 4 SP V9 P30 AND LOTS 1 AND 2 PREV LOT COV AND
LOTS 7 AND 8 SURV V3 P24 LOT COV

Total Acres in Application: 33.32

Indicate what category of open space this land will qualify for:

- ☒ Conserve or enhance natural, cultural, or scenic resources
- ☒ Protect streams, stream corridors, wetlands, natural shorelines, or aquifers
- ☒ Protect soil resources, unique or critical wildlife, or native plant habitat
- ☐ Promote conservation principles by example or by offering educational opportunities
- ☐ Enhance the value to the public of abutting or neighboring parks, forests, wildlife preserves, nature reservations or sanctuaries, or other open spaces
- ☐ Enhance recreation opportunities
- ☐ Preserve historic or archaeological sites
- ☐ Preserve visual quality along highway, road, street corridors, or scenic vistas
- ☐ Retain in its natural state tracts of land not less than one acre situated in an urban area and open to public use on such conditions as may be reasonably required by the granting authority
- ☐ Farm and agricultural conservation land previously classified under RCW 84.34.020(2), that no longer meets the criteria
- ☐ Farm and agricultural conservation land that is "traditional farmland" not classified under Chapter 84.33 or Chapter 84.34 RCW, that has not been irrevocably devoted to a use inconsistent with agricultural uses, and has a high potential for returning to commercial agriculture

1. Describe the present use of the land.

Wood Duck Hollow is located at 350 Chicken Coop Hollow Road in Sequim, Washington. The property consists primarily of grass fields and mature forest. As of the date of this baseline report there are the following existing structures on the Property: a hay barn, a yurt, a Single-Family Residential Dwelling Unit (RDU) which serves as the main residence and a storage, utility shed, all of which are located within the Building Envelope. The rest of the property is undeveloped other than scattered trails mowed or cut through the fields and forest. There are two ponds on the property, wetlands throughout, mature forestland, and an open field.

2. Is the land subject to a lease or agreement which permits any other use than its present use?

☐ Yes ☒ No

If yes, attach a copy of the lease agreement.

3. Describe the present improvements (residence, buildings, etc.) located on the land.

A hay barn, a yurt, a Single-Family Residential Dwelling Unit (RDU) which serves as the main residence and a chicken coop with a dark room

4. Is the land subject to any easements?

☒ Yes ☐ No

If yes, describe the type of easement, the easement restrictions, and the length of the easement.

As of November 20, 2023 it is subject to a grant deed of conservation easement with North Olympic Land Trust that conserves the wetlands, mature forestland and meadow as habitat in perpetuity.

5. If applying for the farm and agricultural conservation land category, provide a detailed description below about the previous use, the current use, and the intended future use of the land.

N/A

NOTICE :

The county and/or city legislative authorities may require owners to submit additional information regarding the use of the land.

As owner of the parcel(s) described in this application, I hereby indicate by my signature below that I am aware of the additional tax, interest, and penalties involved when the land ceases to be classified under the provisions of Chapter 84.34 RCW. I also certify that this application and any accompanying documents are accurate and complete.

The agreement to tax according to use of the property is not a contract and can be annulled or canceled at any time by the Legislature (RCW 84.34.070)

Print the name of each owner:

Signature of each owner:

Date

CHARLOTTE WATTS

Charlotte Watts

11/20/2023

The granting or denial of an application for classification or reclassification as open space land is a legislative determination and shall be reviewable only for arbitrary and capricious actions. Denials are only appealable to the superior court of the county in which the land is located and the application is made.

Statement of Additional Tax, Interest, and Penalty Due Upon Removal of Classification

1. Upon removal of classification, an additional tax shall be imposed which shall be due and payable to the county treasurer 30 days after removal or upon sale or transfer, unless the new owner has signed the Notice of Continuance. The additional tax shall be the sum of the following:
 - (a) The difference between the property tax paid as "Open Space Land" and the amount of property tax otherwise due and payable for the last seven years had the land not been so classified; plus
 - (b) Interest upon the amounts of the difference in (a), paid at the same statutory rate charged on delinquent property taxes; plus
 - (c) A penalty of 20% will be applied to the additional tax and interest if the classified land is applied to some other use except through compliance with the property owner's request for withdrawal as described in RCW 84.34.070(1).
2. The additional tax, interest, and penalty specified in (1) shall not be imposed if removal resulted solely from:
 - (a) Transfer to a governmental entity in exchange for other land located within the State of Washington.
 - (b) 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.
 - (c) A natural disaster such as a flood, windstorm, earthquake, wildfire, or other such calamity rather than by virtue of the act of the landowner changing the use of such property.
 - (d) Official action by an agency of the State of Washington or by the county or city where the land is located disallows the present use of such land.
 - (e) Transfer of land to a church when such land would qualify for property tax exemption pursuant to RCW 84.36.020.
 - (f) Acquisition of property interests by State agencies or agencies or organizations qualified under RCW 84.34.210 and 64.04.130 (See RCW 84.34.108(6)(f)).
 - (g) Removal of land classified as farm & agricultural land under RCW 84.34.020(2)(f) (farm home site).
 - (h) Removal of land from classification after enactment of a statutory exemption that qualifies the land for exemption and receipt of notice from the owner to remove the land from classification.
 - (i) The creation, sale, or transfer of forestry riparian easements under RCW 76.13.120.
 - (j) The creation, sale, or transfer of a conservation easement of private forest lands within unconfined channel migration zones or containing critical habitat for threatened or endangered species under RCW 76.09.040.
 - (k) 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 chapter 84.33 RCW, or classified under this chapter 84.34 RCW continuously since 1993. The date of death shown on the death certificate is the date used.
 - (l) The discovery that the land was classified in error through no fault of the owner.

FOR LEGISLATIVE AUTHORITY USE ONLY

Date application received: _____ By: _____

Amount of processing fee collected: \$ _____

- Is the land subject to a comprehensive land use plan adopted by a city or county? ☐ Yes ☐ No

If yes, application should be processed in the same manner in which an amendment to the comprehensive land use plan is processed.

If no, application must be acted upon after a public hearing and notice of the hearing shall have been given by one publication in a newspaper of general circulation in the area at least ten days before the hearing.

- If the land is not subject to a comprehensive land use plan, is the land located within an incorporated part of the county? ☐ Yes ☐ No

If yes, application must be acted upon by three members of the county legislative authority and three members of the city legislative authority. See RCW 84.34.037(1) for details.

If no, application must be acted upon by three members of the county legislative authority.

- ☐ Application approved ☐ In whole ☐ In part
☐ Application denied ☐ Date owner notified of denial (Form 64 0103):

If approved, date Open Space Taxation Agreement (OSTA) was mailed to owner:

Signed OSTA received by Legislative Authority on:

Copy of signed OSTA forwarded to Assessor on:

To ask about the availability of this publication in an alternate format for the visually impaired, please call 360-705-6705. Teletype (TTY) users may use the Washington Relay Service by calling 711. For assistance, contact your local county assessor's office.

REV 64 0021e (6/26/19)

When recorded return to:
North Olympic Land Trust
PO Box 2945
Port Angeles, WA 98362
Attn: Conservation Department

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

GRANTOR: **Charlotte Watts, as her separate estate**
GRANTEE: **North Olympic Land Trust**

TAX PARCEL NUMBER(S): **02-29-05-239055 and 02-29-05-239055-2001**

LEGAL DESCRIPTION

Abbreviated form: LTS 1 - 4 THOMAS SP V9 P30 & LTS 1, 2, 7 & 8 SVY V3
P24 S5-T29N-R2W
Additional legal at Exhibit A.

GRANT DEED OF CONSERVATION EASEMENT

THIS GRANT DEED OF CONSERVATION EASEMENT (the "Easement"), dated for reference purposes on November 20, 2023, is made and entered into by and between **CHARLOTTE WATTS**, as her separate estate, having an address at 350 Chicken Coop Hollow 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").

1. RECITALS

1.1. Grantor is the sole owner in fee simple of that certain real property (the "Property") consisting of approximately thirty-three (33.33) acres of land in Clallam County, Washington, more particularly described in Exhibit A (Legal Description of Property Subject to Easement) and shown on Exhibit B (Site Map), which are attached and incorporated into this Easement by this reference.

1.2. For purposes of permitted and prohibited uses herein, the Property is treated as two land use areas, hereinafter referred to as the "Building Envelope", and the remainder is wildlife habitat, ("Habitat" or "Open Space") more particularly described herein and depicted on Exhibit B. The Building Envelope is intended to contain all existing and future improvements other than those necessary for agricultural productivity. The Property outside of the Building Envelope is intended to be limited to activities that support the Conservation Values.

1.3. **Conservation Values.** The Property is open space consisting of fields and meadows, natural forested land, and wetlands with perennial streams and ponds, collectively referred to herein as "**Conservation Values**", which are of importance to Grantor, Grantee, the people of Clallam County, and the people of the State of Washington and the United States. I

1.3.1. **Habitat Conservation Values.** The Property possesses diverse, ecologically important habitat critical for wildlife, including forests, open space, and substantial riparian and wetland areas, as shown in the Baseline Documentation. The Parties agree that the Property's habitat constitutes an integral component of the Conservation Values referred to herein as "Habitat Conservation Values", which include:

1.3.1.1 The Property includes approximately four (4.1) acres of wetlands according to Clallam County. The wetlands are shown in the Baseline Documentation, though there are additional unmapped forested wetlands throughout the forestland. Hereinafter the wetlands shall refer to the wetlands in the Baseline Documentation or wetlands documented by a subsequent wetland delineation prepared in accordance with accepted standards in the fields of jurisdictional wetland determination and delineation.

1.3.1.2 There are two year-round ponds, and one that forms in the winter in the open space shown in the Baseline Documentation, as well as numerous small ponds and swales in the forestland.

1.3.1.3 The Property contains approximately 785 feet of Wood Duck Hollow Creek, which flows north-northwest through the Property and feeds the ponds before emptying into the Middle Branch of Chicken Coop Creek. This

Easement will benefit the shoreline environment because it preserves natural habitat bordering on tributaries of the Middle Branch of Chicken Coop Creek, which drains into Sequim Bay.

1.3.1.4. The forestland on the Property is used by bobcat (*Lynx rufus*) and coyote (*Canis latrans*), where they have dens, as well as pileated woodpeckers (*Dryocopus pileatus*), who nest in the forestland. Many other bird and mammal species use the forestland and other habitat values described in this Section 1.3.

1.3.1.5 The field, shown as open space on Exhibit B (Site Map), has been used by Roosevelt Elk (*Cervus canadensis roosevelti*) as a wildlife corridor. The field is currently used by the American Black Bear (*Ursus americanus*) as a wildlife corridor and is part of their home range. It is also likely used by Black-tailed deer, a subspecies of the mule deer (*Odocoileus hemionus*), as well as by cougar (*Puma concolor*). Many other bird and mammal species use the field and other habitat values described in this Section 1.3.

1.4. The specific Conservation Values of the Property are further documented in an inventory of relevant features of the Property, signed by the Parties 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"). The Parties acknowledge and agree that the Baseline Documentation is complete and accurate as of the Effective Date. 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 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 be desirable property for substantial residential development because of its location and orientation. 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. As of the Effective Date of this Easement there is one residential structure and accessory infrastructure. Zoning is Rural Low (R5), which in the absence of this Easement would permit up to five additional residential dwelling units on the Property. Grantor wishes to

conserve the Property by relinquishing all but one development right (in use as of the Effective Date) and otherwise allowing only uses consistent with protection of the Conservation Values, as further provided herein. Development would harm the Habitat Conservation Values and impair the character of the rural landscape.

1.6. Grantor, as sole owner 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.

1.7. 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.

1.8. 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.

1.9. 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 C (Permitted Exceptions), attached hereto and incorporated herein by this reference.

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

2.3. 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.

2.4. Grantor warrants that:

1. she is the sole owner of the Property and has the right to convey this Easement; and

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

3. PURPOSE

3.1. **Purpose.** The purpose of this Easement is to implement the mutual intentions of Grantor and Grantee as expressed in the above Recitals, which are incorporated herein by this reference, and in the provisions that follow, to assure that the Property will be retained forever predominantly in its present natural, scenic, open space, wetland and riparian habitat, and wildlife habitat condition, as "a relatively natural habitat of fish, wildlife, or plants, or similar ecosystem," (as that phrase is used in 26 U.S.C. § 170(h)(4)(A)(ii), as amended and in regulations promulgated under this law), and with its Conservation Values intact, and to prevent any use of, or activity on, the Property that will impair or interfere with the Conservation Values of the Property, as defined herein and in the Baseline Documentation (the "Purpose"). Grantor intends that this Easement will confine the use of, or activity on, the Property to such uses and activities that are consistent with this Purpose.

It is also the purpose of this Easement to recognize that climate change may significantly alter the ecosystems on the land, and the Parties intend to build resilience and adapt to changes to the ecosystem and associated species over time, and intend to help the Property's ecosystems remain healthy and viable in the face of future changes to the climate or ecology of the area.

It is the intent of the Grantor and Grantee that the Grantor will not perform, or knowingly allow others to perform, any act on or affecting the Property that is inconsistent with the Purpose of this Easement.

3.2. **Interpretation of the Easement.** The Parties intend that this Easement be interpreted (a) in a manner consistent with its Purpose, and (b) so as 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 maximum flexibility and discretion to undertake activities that are consistent with the Easement's Purpose and terms.

3.3. No Public Rights Conveyed Through Easement. The Parties acknowledge that 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.

1. To enter the Property 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, provided that such entry shall be upon prior notice to Grantor.

2. To enter upon the Property to inspect the Property after major natural events, such as fires, windstorms, and floods, provided that such entry shall be upon prior notice to Grantor.

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. 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.

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

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

4.4. **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.

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

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

4.7. **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.

4.8. **Signage.** Grantee shall have the right to erect and maintain a sign or other appropriate marker on the Property, bearing information indicating that the Property is protected by this Easement and held by Grantee. The location and design of the sign shall be determined by mutual consent of Grantor and Grantee. Grantee shall be responsible for the costs of erecting and maintaining (keeping in good condition and repair) such sign or marker.

4.9. **Boundaries.** 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 ownership 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 specified in this Section 5.

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 Habitat Restoration and Enhancement Activities. In accordance with a plan approved in writing in advance by Grantor and Grantee, 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 Habitat Conservation Values, including expansion of the existing ponds, creation of new ponds, activities that enhance the hydrology, controlled burns, and prairie or meadow creation or enhancement in the open space ("Habitat Activities"). 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, and are subject to notice and approval in accordance with Section 7. Plans for such activities shall first be submitted to the Grantee for Grantee's approval consistent with the Purposes of this Easement. Maintenance of ponds and maintenance of habitat enhancement projects, so long as Habitat Conservation Values are not detrimentally impacted, shall not require Grantee's approval.

5.4 Forest Management. Grantor may remove trees from the Property only when required for safety, fire protection, pest control, disease control, restoration, de minimis domestic use, or as necessary to benefit Habitat Activities permitted in Section 5.3 (the "Habitat Activities"). The current forestland is documented in the Baseline Documentation, though the open space may become forestland if not maintained. Forest Management Activities on any portion of the Property are subject to the following limitations:

5.4.1 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 (snags) 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 under existing regulatory standards. Timber harvested under this Section may be retained for use on the Property.

5.4.2. De minimis domestic use for purposes of this Easement means Grantor reserves the right to cut trees for firewood and other de minimis domestic use on the Property. Trees larger than eight (8) inches diameter at breast height (DBH) shall not be removed for de minimis forest uses. Existing forestry standards at the time of harvest will be met or exceeded.

5.4.3. Trees may also be removed for Habitat Activities, and to maintain the open space shown in the Baseline Documentation, as permitted in Section 5.7. For Habitat Activities Grantor shall get Grantee's advance approval before any such removal in accordance with Section 7. Such approval is not needed for maintenance of the open space.

5.4.4. All Forest Management Activities herein on the Property shall be carried out in compliance with the Purpose and terms of this Easement.

5.4.5 Additional Forest Management Activities may be permitted subject to review and approval from Grantee in accordance with the notice and approval provisions of Section 7.

5.5 Maintenance and Construction of Improvements.

5.5.1 Maintenance of Existing Improvements. Grantor may maintain, repair, replace, expand, 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 Improvements are located in the Building Envelope, and that such activities are carried out in a manner that is consistent with the Easement's Purpose and in compliance with the limitations in this Section 5 and in Section 6, and subject to all applicable local, state and federal laws, regulations and permit requirements. The existing improvements on the Property include one (1) hay barn, one (1) yurt, one (1) RDU (as defined below), and one (1) chicken coop with a dark room all shown in the Baseline Documentation, all located within the Building Envelope.

5.5.1.1 "Single-Family Residential Dwelling Unit" (hereafter, "RDU") as used in this Easement means: A dwelling unit which qualifies as a "single-family dwelling" under Clallam County Code and that is provided, used, constructed, converted, remodeled, added onto or replaced for habitation or occupation. As of the Effective Date of this Easement, there is one (1) RDU on the Property as identified in the Baseline Documentation. Grantor reserves the right to use, expand and replace

the existing RDU on the Property, provided that only one RDU is permitted on the Property at any time.

5.5.1.2. Maintenance of Existing Structures. 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.

5.5.2 Construction and Expansion of Improvements.

5.5.2.1 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 the Habitat Conservation Values and residential uses, except as otherwise expressly provided in this Section 5.5., all new Improvements or expansions of existing Improvements shall be located within the Building Envelope depicted on Exhibit B and further described in the Baseline Documentation, hereinafter referred to as the "Building Envelope." Grantor may construct additional Improvements (or expand or enlarge existing Improvements) within the Building Envelope, provided, (a) that any new or expanded Improvement inside the Building Envelope over One Hundred Square Feet (100 s.f.), requires Grantee's advance review and approval; (b) that only one (1) RDU is permitted on the Property at any time, and (c) further provided that accessory dwelling units (as defined by Clallam County Code 33.50, or any future iteration) are prohibited. All such activities shall also comply with the limitations set forth in Section 6 below. Regardless of the foregoing, Grantee's prior written approval is required for all new or expanded roads and trails under Section 5.5.3. and for all alternative energy facilities under Section 5.10.

5.5.2.3. Outside the Building Envelope. Outside the Building Envelope, Grantor may (a) construct alternative energy facilities, as provided for in Section 5.10, and (b) locate, replace, or construct new Improvements if they are temporary ("Minor Improvements"), provided any such structure(s) do not impair or interfere with the Conservation Values, and further provided that any new or expanded Improvement outside the Building Envelope over One Hundred Square Feet (100 s.f.), requires Grantee's advance review and approval in accordance with Section 7, and no more than One Thousand Square Feet (1,000 s.f.) total of new or expanded improvements outside the Building Envelope shall be permitted. A "temporary" improvement for purposes of this Section 5.5.2.3 shall mean an Improvement (as defined in Section 5.5.1 above) that is designed to be easily transported or dismantled after its function has been fulfilled, and which does not harm the Purpose of the Easement and which does not detrimentally impact the Conservation Values.

5.5.3. Roads and Trails. Existing roads and trails, as identified in the Baseline Documentation, and including without limitation, Chicken Coop Hollow Road, 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, subject to review and approval from Grantee in accordance with the notice and approval provisions of Section 7, provided that no new paved surfaces are allowed and no new roads are allowed outside of the Building Envelope, except for roads necessary for access to permitted uses.

5.5.4. Fences. Grantor may remove and maintain any fence presently in existence at the site, shown in the Baseline Documentation. New fences may be constructed within or around the Building Envelope and to protect crops; 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 Property).

5.5.5 Wells and Water Supply. There is currently one well that provides water for the existing residence, a dry well, a pipe that feeds the ponds, and other water supply infrastructure as shown in the Baseline Documentation. Grantor may maintain and/or replace the existing water systems and dig wells or otherwise supply water to the Property for habitat, residential or agricultural purposes, provided that such activities are carried out in compliance with federal, state and local regulations and in a manner that does not impact the integrity of the watershed, water quality, or wildlife habitat. New water supply systems shall be located within the Building Envelope to the extent reasonably possible, with any systems or parts thereof proposed for location outside the Building Envelope requiring Grantee's advance approval in accordance with Section 7.

5.6. Garden Beds and Agricultural Use. Garden beds and other Agricultural Activities may be maintained and new ones established "Agricultural Activities" for purposes of this Easement shall mean small-scale, primarily domestic-use only garden beds, growing and harvesting fruit and nut trees, grains and berries and food crops and medicinal plants, and keeping chickens, goats, and other animals provided, however, that such animals shall be for only small-scale, primarily domestic-use purposes. Garden Beds and Agricultural Activities are subject to the following limitations and prohibitions:

5.6.1 No Washington state-listed noxious weeds shall be planted or harvested.

5.6.2 Grantor shall exercise best management practices available to protect the Conservation Values from adverse impacts by chickens, goats, and other small-scale domestic use animals, including without limitation fencing. Horses, cattle, and similar livestock are prohibited.

5.6.3. All Agricultural Activities, including small-scale domestic use animals, shall be limited to the Building Envelope and in up to six-hundred (600) square feet outside the Building Envelope and outside the wetlands, requiring Grantee's advance approval in accordance with Section 7.

5.7. **Open Space.** Grantor reserves the right to maintain the open space shown in the Baseline Documentation, by controlled burn, mowing, brush hogging, and removal of woody regeneration including trees, as provided in Section 5.4.3.

5.8. **Recreational, Educational or Spiritual Use.** Grantor may engage in, and allow others to engage in, passive recreational, educational and/or spiritual activities on the Property. Recreational, educational and spiritual activities are limited to passive uses such as nature walks, observing nature, picnics, outdoor education, retreat gatherings, and similar forms of passive engagement and activities; provided any and all such activities do not require new or expanded Improvements or site modification to accommodate the activity except as permitted in Section 5.5.2. Regardless of the foregoing, construction and maintenance of new, natural surface trails is permitted in accordance with Section 5.5.3 above, provided no trees are cut for such purposes. All recreational, educational or spiritual activities shall be carried out in compliance with the Purpose and terms of this Easement.

5.9. **Commercial Activities.** The conducting of a business is permitted, including a retreat center, provided that: i) all commercial activity is conducted in the Building Envelope and in a manner and intensity that is consistent with the Purpose of this Easement; and ii) only de minimis commercial agricultural activity is permitted, as further provided in Section 5.6 and Section 6.4. Written notice shall be given to Grantee at least sixty (60) days prior to starting a commercial use of the Property.

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 needs of the Property, provided Grantor obtains Grantee's prior written approval in accordance with Section 7 and provided such installations are: i) located as to not adversely impact the Conservation Values, (ii) are in compliance with Section 5.5; and iii) are 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. **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. Signs in excess of four (4) feet by four (4) feet in area need prior written approval by Grantee of sign location and design.

5.12. 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.

5.13. 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 reference and remain subordinate to this Easement.

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.

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, the Property shall be held as an undivided tract of land in perpetuity, and any and all subsequent conveyances of any parcel or anything less than the entire Property as one tract of land is prohibited. This prohibition on separate conveyance of parcels shall be binding upon Grantor and Grantor's successors, heirs and assigns.

6.4. Industrial and Commercial Uses. Use of the Property for any industrial purpose is prohibited. Industrial purposes are defined by Clallam County Code as "any premises devoted primarily to the manufacturing of semi-finished products, finished products and the processing of materials. This definition includes accessory facilities such as but not limited to storage facilities, transfer facilities, warehousing, heavy vehicular storage and repair, log storage milling and sorting. Use of the Property for any commercial purpose is prohibited except for the following:

6.4.1. Temporary or seasonal passive, commercial outdoor activities or events that do not harm the Conservation Values, including without limitation retreats as addressed in Section 5.

6.4.2. Conducting a business within the Building Envelope in accordance with Section 5, including small-scale retail enterprises compatible with the Conservation Values, including but not limited to retreat space, cafés, shops, and studios for arts or crafts and similar commercial activities otherwise allowed under applicable laws and regulations;

6.4.3. De minimis sale of agricultural products, produced in accordance with Section 5.6, including the sale of eggs; and

6.4.4. Commercial sale of trees that can be harvested under Section 5.4.

6.5. 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 outside the Building Envelope is prohibited, except as provided in Section 5.5 and 5.10.

6.6. Construction. The placement or construction of any buildings, structures, dikes or other improvements of any kind including, without limitation, fences, roads, and parking lots is prohibited, except (a) as necessary for Habitat Activities expressly permitted in Section 5.3, and (b) and as permitted in Section 5 herein.

6.7. 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 and except as permitted in Section 5.

6.8. 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, ponds, other water impoundments, or water courses; except where such activity is (a) necessary for Habitat Activities expressly permitted in Section 5.3, and (b) approved by Grantee in advance in accordance with Section 7.

6.9. No Compensatory Mitigation. The creation, enhancement, restoration or preservation of wetlands, fish or wildlife habitat, or other natural resources for the purpose of, directly or indirectly, compensating for or mitigating resource losses or damages in any way associated with actual or potential impacts of development except for impacts caused by Grantor on the Property ("Compensatory Mitigation") is prohibited on the Property. Compensatory Mitigation includes, but is not limited to, mitigation banking, conservation banking, and any other sale or exchange of mitigation credits based on the creation, restoration, enhancement and/or preservation of such natural resources within the Property.

6.10. 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.

6.11. Agricultural Activities. The conducting of grazing or agricultural activities of any kind, except in accordance with Section 5.6.

6.12. Waste Disposal. The disposal or storage of rubbish, garbage, debris, vehicles, abandoned equipment, parts thereof, or other unsightly, offensive, or hazardous waste or material on the Property.

6.13. Signs. The placement of commercial signs, billboards, or other advertising material on the Property, except as provided in Section 5.11.

6.14. 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.

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

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

6.17. 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 in accordance with Section 5.4.; and except as deemed necessary by Grantee to preserve, protect or enhance the Conservation Values of the Property or to conduct educational or research activities consistent with the Purpose of this Easement.

6.18. Introduced Vegetation. The introduction of non-native wetland plants and non-native invasive species on the Property, or the planting or introduction of any species of vegetation outside of the Building Envelope; except as permitted in Section 5.6 or as deemed necessary by Grantee to enhance the Conservation Values of the Property,.

6.19. Off-Road Vehicles and Excessive Noise. Except as necessary for permitted uses of the Property, the operation of motorcycles, dune buggies, all-terrain vehicles, snowmobiles, or any other type of off-road motorized vehicles or the operation of other sources of excessive noise pollution,.

6.20. Limitation on Transfers.

6.20.1. Unless otherwise stated herein, for purposes of this Section 6.20, "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.

6.20.2. 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.

6.20.3. 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 such conveyance is of the entire Property and incorporates this Easement.

7. NOTICE AND APPROVAL

7.1. Notice.

7.1.1. Grantor. Several provisions of this Easement require Grantor to notify Grantee and to receive Grantee's written approval prior to undertaking certain permitted uses and activities within the Property (e.g., Section 5.10). 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

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., Section 4.2). 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.

7.2. Approval. Where approval by one of the parties is required under 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. Consent Not Unreasonably Withheld. Wherever in this Easement Grantor's or Grantee's consent is required, such consent may be withheld only upon a reasonable determination by the consenting party that the action as proposed would be inconsistent with the Purpose or terms of this Easement and cannot be modified to make the proposed action consistent with the Purpose and terms of this Easement. Any consent may include reasonable conditions consistent with the Purpose and terms of this Easement that must be satisfied in undertaking the proposed action, use, or activity.

7.2.2. Timeline for Consent. Whenever in this Easement Grantor's or Grantee's consent is required, and no other timeline for consent is set forth elsewhere in this Easement, the Party whose consent is required shall grant or withhold its consent in writing within the following time periods:

7.2.2.1. Grantor. Where consent by Grantor is required under this Easement, Grantor shall grant or withhold its consent within sixty (60) days of receipt of a written request for consent.

7.2.2.2. Grantee. Where consent by Grantee is required under this Easement, Grantee shall grant or withhold its consent within sixty (60) days of receipt of a written request for consent.

7.2.3. Failure to Grant or Deny Consent Within the Required Time. When consent is required under this Easement, and when such consent is not granted or denied within the time period and manner set forth in this Section 7, the party requesting consent shall conclusively assume the other party's denial of the proposed action, use, or activity in question. The Parties agree that failure to grant or withhold

consent within the required time on any proposed action, use or activity shall not be deemed or construed to be a waiver of Grantee's rights under this Easement with respect to any future proposed action, use or activity.

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: Charlotte Watts
350 Chicken Coop Hollow Road
Sequim, WA 98382

To Grantee: North Olympic Land Trust
PO Box 2945
Port Angeles, WA 98362
Attn: Conservation Department

or to such other address as either 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 permissibility of any proposed use or activity, or 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 preventive discussions (as set forth in Section 8.1), and

provided Grantor agrees not to proceed with the subject use or activity pending resolution of the dispute, the Parties may mutually agree to refer the dispute to mediation and the Parties shall select a single impartial mediator. Neither Party shall be obligated to continue the mediation process beyond a period of sixty (60) days from the date of the first mediation or if the mediator concludes that there is no reasonable likelihood that continuing mediation will result in a mutually agreeable resolution of the dispute. While the costs of the mediator shall be borne equally by the Parties, the Parties shall bear their own related expenses, including attorney's fees and other professional fees and costs.

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.

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

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

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. 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.

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:

9.10.1. 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;

9.10.2. 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

9.10.3. 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 sixty (60) 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 sixty (60) days of receipt of Grantor's written request and payment therefore.

10. ACCESS BY PUBLIC

This Easement does not grant the general public access to any portion of the Property. However, Grantor may allow public access to the Property, within Grantor's discretion, provided it does not conflict with the Purposes of this Easement. Should the Property

ever be owned by a public entity, the terms and conditions of public access shall remain consistent with the Purpose of this 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 ownership, 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 this Section 11. 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 this Section 11. 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 federal, state, and local environmental laws, regulations, and requirements;

11.5.4. 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 all steps necessary 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.

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 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, 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, unless caused solely by any of the Indemnified Parties;

11.8.4. The obligations, covenants, representations and warranties specified in this Section 11.

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 this Section 11, 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. PROPORTIONATE VALUE OF GRANTEE'S PROPERTY RIGHT; EXTINGUISHMENT; EMINENT DOMAIN

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 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. Proportionate Value of Grantee's Property Right. Notwithstanding that this Easement is an obligation, and not a financial asset, the Grantee and the Grantor agree that the donation of this perpetual Easement gives rise to a property right, immediately vested in the Grantee, with a fair market value that is at least equal to the proportionate value that the rights conveyed hereby bear to the value of the Property as a whole unencumbered by this Conservation Easement (referred to in this Section 12.2 as the "Proportionate Share"). The Proportionate Share is a percentage of the value of the Property as a whole that never changes as set forth in Treas. Reg. § 1.170A-14(g)(6)(ii) or any successor regulation. Grantee is absolutely entitled to the Proportionate Share of any extinguishment proceeds resulting from extinguishment of Grantee's interest in the Property as a whole. The Proportionate Share is the percentage determined by (1) the fair market value of this Easement on the Effective Date of this gift (numerator), over (2) the fair market value of the Property as a whole on the Effective Date of this gift (denominator). Grantee's Proportionate Share is determined as of the Effective Date of this Easement. If the Grantor obtains an appraisal for federal income or other tax purposes, Grantor shall provide the Grantee with a copy of that appraisal.

12.3. Extinguishment and Allocation of Proceeds. If a change in conditions surrounding the Property makes impossible or impracticable the continued use of part or all of the Property for conservation purposes, and gives rise to a partial or complete extinguishment of this Easement as to a portion of or all of the Property by judicial proceedings (which is the only procedure under this Easement by which this Conservation Easement may be extinguished), the Grantee is absolutely entitled to a portion of the proceeds at least equal to its Proportionate Share, as set forth in subsection 12.2 above. Such payment shall be made to the Grantee no later than the first subsequent sale, exchange, or involuntary conversion of the thereafter unrestricted property following termination. The Grantor's right to proceeds shall remain a lien against the Property following the termination of the Easement in accordance with the terms of this paragraph until the Grantee's Proportionate Share is paid to the Grantee in full. The Grantee shall use its share of the proceeds in a manner consistent with the Purposes set forth in this Easement, including the "protection of a relatively natural habitat of fish, wildlife, or plants or similar ecosystem," and the "preservation of open space" as those phrases are used in IRC Section 170(h)(4)(a), as amended, and in regulations promulgated thereunder.

12.4. Eminent Domain. If ever all or part of the Property is taken in exercise of eminent domain by public, corporate, or other authority so as to abrogate the restrictions imposed by this Conservation Easement, the Grantor and the Grantee shall join in appropriate actions at the time of such taking to recover the full value of the taking and all incidental or direct damages resulting from the taking. The proceeds from such taking shall be allocated between Grantor and Grantee in accordance with the proportionate value formula set forth in Subsection 12.2 above.

12.5. The provisions of this Section shall survive any extinguishment of the Conservation Easement.

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 subsection shall not impair the validity of this Easement or limit its enforceability in any way.

13. AMENDMENT

Grantor and Grantee expect that this Easement will not be amended or modified. However, 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. Any such amendment is subject to the following terms and conditions:

1. Such amendment shall be consistent with the Purpose of this Easement; and determined 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 such 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 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. Jefferson Land Trust
2. Jamestown S'Klallam Tribe
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. 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.

16. 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.

17. FUTURE MORTGAGES/LIENS

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

18. GENERAL PROVISIONS

18.1. 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.

18.2. 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.

18.3. 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.

18.4. 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.

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

18.6. "Grantor"; "Grantor" - "Grantee". The terms "Grantor", and "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.

18.7. 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.

18.8. 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.

18.9. 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.

18.10. Authority. The individuals signing below, if signing on behalf of any entity, represent and warrant that they have the requisite authority to bind the entity on whose behalf they are signing.

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

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

19. SCHEDULE OF EXHIBITS

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

- A.** Legal Description of Property Subject to Easement.
- B.** Site Map.
- C.** Permitted Exceptions.

remainder of page intentionally blank – signatures follow

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

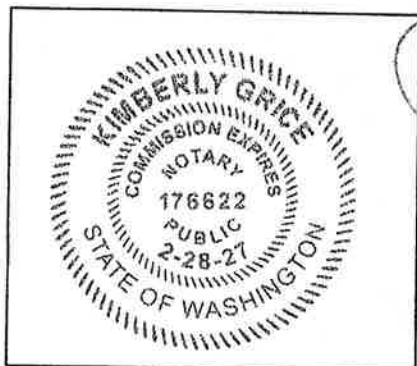
IN WITNESS WHEREOF, the undersigned Grantor has executed this instrument this 20th day of November, 2023.

Charlotte Watts
Charlotte Watts

STATE OF WASHINGTON)
) ss.
COUNTY OF CLALLAM)

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

Dated: November 20, 2023



Kimberly Grice
Notary Public
Print Name Kimberly Grice
My commission expires 2/28/2027

(Use this space for notarial stamp/seal)

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

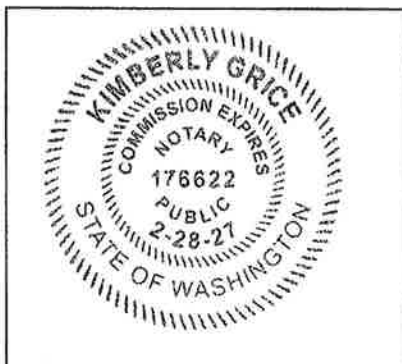
Dated: Nov 20, 2023
Thomas R. Sanford
Its Executive Director

By [Signature]
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 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: November 20, 2023



[Signature]
Notary Public
Print Name Kimberly Grice
My commission expires 2/28/27

(Use this space for notarial stamp/seal)

EXHIBIT A

Legal Description of Property Subject to Easement

LOTS 1 THROUGH 4 INCLUSIVE OF THOMAS SHORT PLAT, RECORDED IN VOLUME 9 OF SHORT PLATS, PAGE 30, UNDER CLALLAM COUNTY RECORDING NO. 513154, BEING A SHORT PLAT OF PARCELS 5 AND 6 OF SURVEY RECORDED IN VOLUME 3 OF SURVEYS, PAGE 24, BEING LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 29 NORTH, RANGE 2 WEST, W.M., CLALLAM COUNTY, WASHINGTON.

AND

LOTS 1, 2, 7 AND 8 OF SURVEY, RECORDED IN VOLUME 3 OF SURVEYS, PAGE 24, UNDER CLALLAM COUNTY RECORDING NO. 476960, BEING A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 29 NORTH, RANGE 2 WEST, W.M., CLALLAM COUNTY, WASHINGTON.

SITUATE IN CLALLAM COUNTY, STATE OF WASHINGTON.

EXHIBIT B

Wood Duck Hollow Site Map

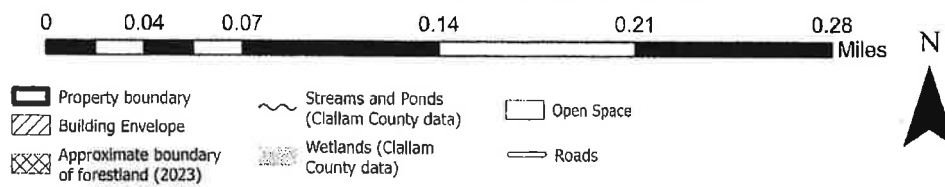
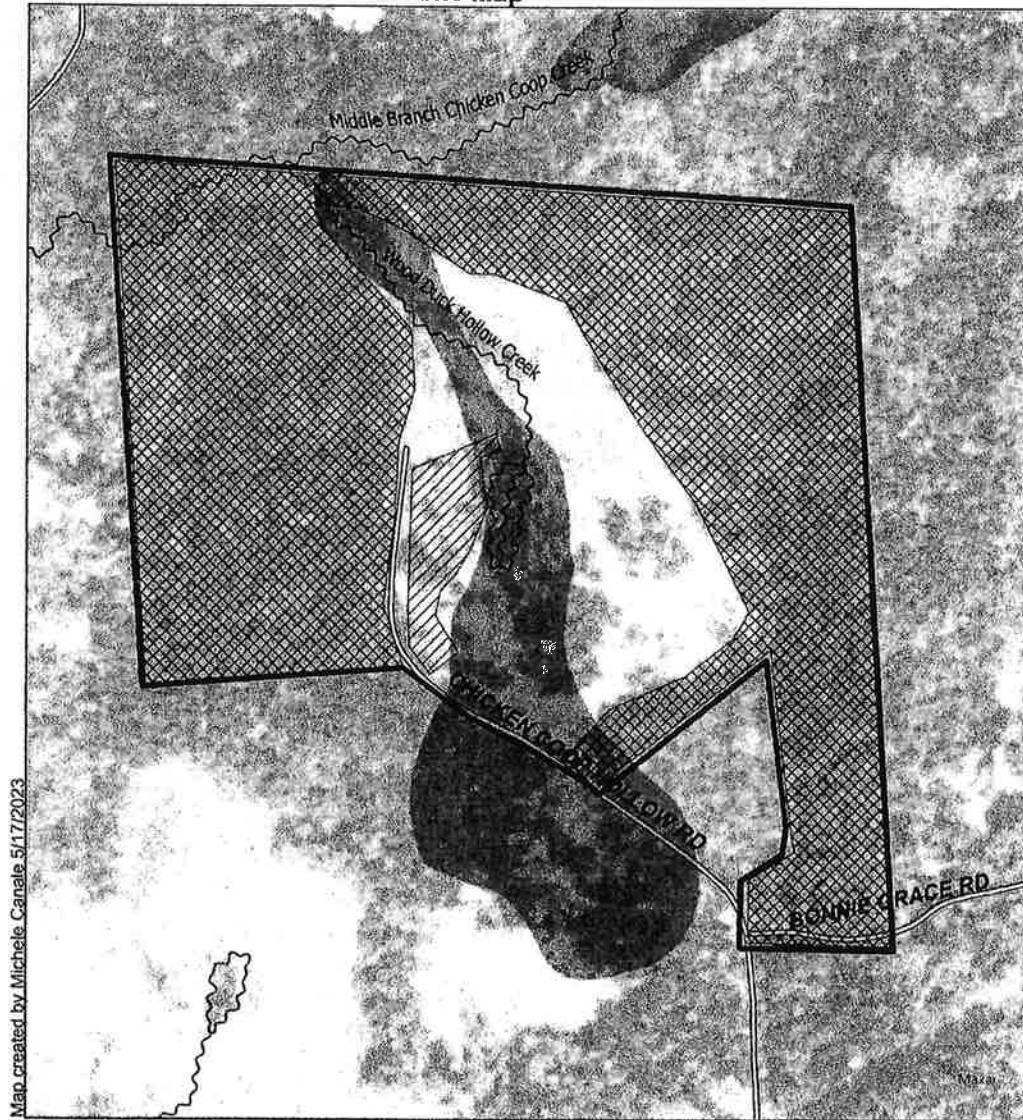


EXHIBIT C
PERMITTED EXCEPTIONS

1. THE LANDS DESCRIBED HEREIN HAVE BEEN CLASSIFIED AS OPEN SPACE LAND DISCLOSED BY NOTICE RECORDED July 6, 2022 UNDER CLALLAM COUNTY RECORDING NO. 2022-1440012, 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.

2. ALL COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, EASEMENTS OR OTHER SERVITUDES, IF ANY, DISCLOSED BY ALMADEN SURVEY RECORDED UNDER CLALLAM COUNTY RECORDING NO. 476960, 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.

3. ALL COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, EASEMENTS OR OTHER SERVITUDES, IF ANY, DISCLOSED BY THOMAS SHORT PLAT RECORDED UNDER CLALLAM COUNTY RECORDING NO. 513154 , 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 RESTRICTIONS 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.

4. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE: WILLIAM JOHN THOMAS AND FLORENCE D. THOMAS, HUSBAND AND WIFE

PURPOSE: INGRESS, EGRESS AND UTILITIES

AREA AFFECTED: PORTION OF PROPERTY HEREIN DESCRIBED

RECORDED: November 27, 1978

RECORDING NO.: 489539

5. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

PURPOSE: INGRESS, EGRESS AND UTILITIES

AREA AFFECTED: PORTION OF PROPERTY HEREIN DESCRIBED

RECORDED: December 5, 1980

RECORDING NO.: 514634

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: September 22, 1981

RECORDING NO.: 523793

7. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

PURPOSE: INGRESS, EGRESS AND UTILITIES

AREA AFFECTED: PORTION OF PROPERTY HEREIN DESCRIBED

RECORDED: April 4, 1990

RECORDING NO.: 631205

8. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE: FREDERICK E. PIPE AND ARLENE R. PIPE, HUSBAND AND WIFE

PURPOSE: INGRESS, EGRESS AND UTILITIES

AREA AFFECTED: PORTION OF PROPERTY HEREIN DESCRIBED

RECORDED: December 20, 1978

RECORDING NO.: 641727

**9. ZONING LOT COVENANT AND THE TERMS AND CONDITIONS THEREOF
RECORDED UNDER CLALLAM COUNTY RECORDING NO. 2022-1434601.**

**10. ZONING LOT COVENANT AND THE TERMS AND CONDITIONS THEREOF
RECORDED UNDER CLALLAM COUNTY RECORDING NO. 2021-1431444.**

Staff Report to the Planning Commission

Current Use Assessment CUA2023-00013

June 20, 2024

Prepared by the Clallam County Department of Community Development, Planning Division
223 East Fourth Street, Port Angeles (360) 417-2271

1. PROJECT INFORMATION:

- A. Applicant: Ann M. Rosecrants Trust
928 Eden Valley Road
Port Angeles, WA 98363
- B. Property IDs: 073008-248055 (geographic) xxxxx (property)
- C. Parcel Acreage: 34.37 total acres
- D. Acreage Under Review: 32.37
- E. Home Site: Yes, 2 acres.
- F. Legal Description: PARCELS 4,5 AND 6 OF STORM KING RANCH LARGE LOT SUBDIVISION RECORDED IN VOLUME 1 OF LARGE LOT SUBDIVISIONS, PAGE 30, UNDER AUDITOR'S FILE NO. 734197, BEING A PORTION OF SECTION 8, TOWNSHIP 30, RANGE 7
- G. Zoning: RCC3, Rural Character Conservation 3
- H. Review Synopsis: Property is being reviewed as a reclassification request from Farm and Agriculture to Current Use.

2. PLANNING DIVISION ANALYSIS:

The parcel is eligible for several categories under the Public Benefit Rating System (PBRs) CCC 27.08.060. See discussion in Findings.

The subject parcel qualifies for 21 PBRs points on the acreage for a 80% reduction.

Public Benefit Description	Clallam County Code Reference	Public Benefit Rating Points
Lot Combination	CCC 27.08.060(16)(b)	15
Habitat or endangered species protection	CCC 27.08.060(5)	3
Landslide hazard areas	CCC 27.08.060(13)	2
Class IV wetlands	CCC 27.08.060 (8)	1
Total		21

3. FINDINGS OF FACT, CONCLUSIONS, AND RECOMMENDED ACTION:

- A. Findings of Fact and Conclusions of Law:

1. This Current Use Assessment has been reviewed in accordance with the requirements of Chapter 27.08 Clallam County Code.
2. The parcel is granted points for "Lot Combination" as described under the eligibility language of the definition found at CCC 27.08.060(16)(b) (*"The area of the resulting parcel created through the lot combination process must be equal to or greater than two (2) times the maximum residential density of the underlying zoning district."*).
3. The parcel is granted points for "Habitat or endangered species protection" as described under the eligibility language of the definition found at CCC 27.08.060 (6) ("Properties which contain documented occurrence of a State or federal endangered species; State or federal threatened species; or State or federal proposed endangered or threatened species.").
4. The parcel is granted points for containing *Landslide Hazards*. Properties which contain landslide hazard areas as defined by Chapter 27.12 CCC, Critical Areas Code, and documented on the Clallam County critical areas maps.
5. This parcel is granted points for containing a Class IV wetland. Properties which contain Class IV wetlands as defined and regulated through Chapter 27.12 CCC and CCC Title 35, Clallam County Shoreline Master Program (SMP), and documented on the Clallam County critical areas maps.
6. No documents were presented that would allow for points to be given for farm and agriculture.
7. This review grants 80% discount on the eligible acreage. See below table for tax summary:

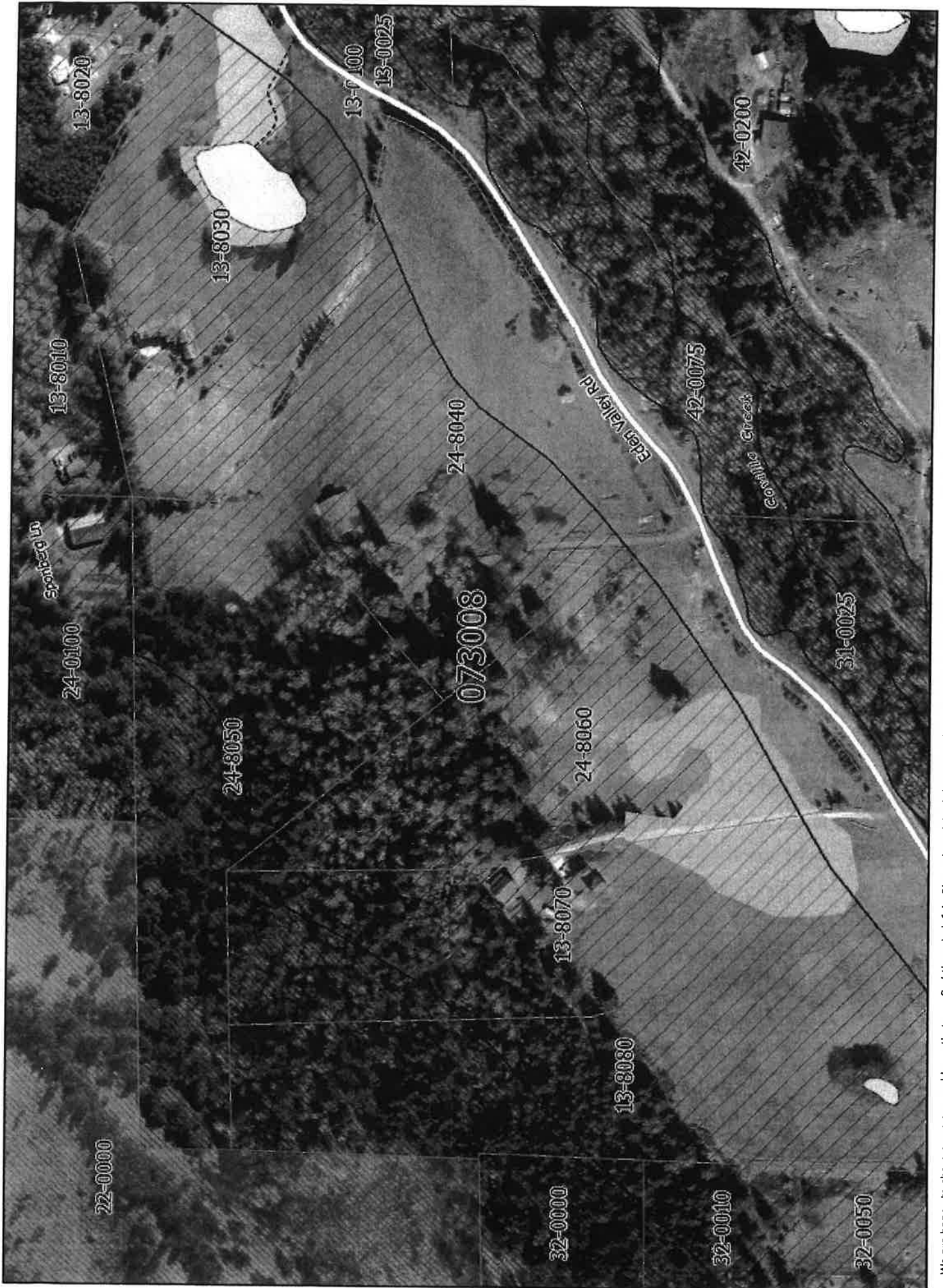
Current Assessed Value*	Value if Approved**	2023 Levy Rate (per \$1000 of Value) tax area 153	Tax on Current Assessed Value	Estimated Tax if Approved	Estimated Tax Shift to Taxpayer
\$4,739	\$63,909	\$6.65759	\$31.55	\$425.49	\$393.94

B. Recommended Action:

Based on the above analysis and citing the findings and conclusions, the Planning Division recommends **approval** of the reclassification Review for current use assessment.

The subject areas are eligible for a 80% reduction in land valuation for 32.37 acres total. The 2-acre home sites will remain at full value and taxation.

Staff contact: Enrique Valenzuela, Planning Dept. (360) 417-2271



We are happy to share our maps and hope that you find them helpful. Please be advised, however, that these maps are intended to serve as a guide to the general location of features shown. The accuracy of the individual layers varies and layers may not align with one another. Determination of actual regulatory location of features shown on this map typically requires a field examination by qualified staff. Any person or entity that relies on any information contained herein does so at their own risk. Clallam County makes no warranty of the accuracy or usefulness of this data.

Application for Classification or Reclassification
Open Space Land
Chapter 84.34 RCW

ag → 0/5

File With The County Legislative Authority

Name of Owner(s): ANN M. ROSECRANTS TRUST

Phone No: 360 461 0860

Email Address: amr@cbjs.org

Address: 928 Eden Valley Road

Parcel Number(s): 0730082480601000, 0730082480402001, 0730082480501000

Legal Description: 0730082480401000, 0730082480601000, 0730082480602001
PTN PAR 4, 5, 6 IN TCA 153 STORM KING RANCH
LQ LOT SUBDV ALT VI P66

Total Acres in Application: 34.37

Indicate what category of open space this land will qualify for:

- ☒ Conserve or enhance natural, cultural, or scenic resources
- ☒ Protect streams, stream corridors, wetlands, natural shorelines, or aquifers
- ☒ Protect soil resources, unique or critical wildlife, or native plant habitat
- ☐ Promote conservation principles by example or by offering educational opportunities
- ☒ Enhance the value to the public of abutting or neighboring parks, forests, wildlife preserves, nature reservations or sanctuaries, or other open spaces
- ☐ Enhance recreation opportunities
- ☐ Preserve historic or archaeological sites
- ☒ Preserve visual quality along highway, road, street corridors, or scenic vistas
- ☐ Retain in its natural state tracts of land not less than one acre situated in an urban area and open to public use on such conditions as may be reasonably required by the granting authority
- ☒ Farm and agricultural conservation land previously classified under RCW 84.34.020(2), that no longer meets the criteria
- ☐ Farm and agricultural conservation land that is "traditional farmland" not classified under Chapter 84.33 or Chapter 84.34 RCW, that has not been irrevocably devoted to a use inconsistent with agricultural uses, and has a high potential for returning to commercial agriculture

1. Describe the present use of the land.

The land is being used as a farm. There are 7 pastures where sheep & llamas are rotated.

2. Is the land subject to a lease or agreement which permits any other use than its present use?

☐ Yes ☒ No

If yes, attach a copy of the lease agreement.

3. Describe the present improvements (residence, buildings, etc.) located on the land.

There is a residence that was built in 2003 and a barn that was built in 2005.

4. Is the land subject to any easements?

☒ Yes ☐ No

If yes, describe the type of easement, the easement restrictions, and the length of the easement.

There is an ingress easement on the east side of lot/parcel 4.

5. If applying for the farm and agricultural conservation land category, provide a detailed description below about the previous use, the current use, and the intended future use of the land.

The previous farm was used for dairy cows. Currently it is used for the grazing of sheep & llamas. The intended future use is to continue raising sheep & rescue llamas.

NOTICE:

The county and/or city legislative authorities may require owners to submit additional information regarding the use of the land.

As owner of the parcel(s) described in this application, I hereby indicate by my signature below that I am aware of the additional tax, interest, and penalties involved when the land ceases to be classified under the provisions of Chapter 84.34 RCW. I also certify that this application and any accompanying documents are accurate and complete.

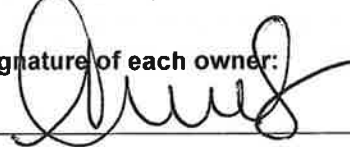
The agreement to tax according to use of the property is not a contract and can be annulled or canceled at any time by the Legislature (RCW 84.34.070)

Print the name of each owner:

Signature of each owner:

Date

ANN M. ROSECRANTS MUST



01-04-24

The granting or denial of an application for classification or reclassification as open space land is a legislative determination and shall be reviewable only for arbitrary and capricious actions. Denials are only appealable to the superior court of the county in which the land is located and the application is made.

Statement of Additional Tax, Interest, and Penalty Due Upon Removal of Classification

1. Upon removal of classification, an additional tax shall be imposed which shall be due and payable to the county treasurer 30 days after removal or upon sale or transfer, unless the new owner has signed the Notice of Continuance. The additional tax shall be the sum of the following:
 - (a) The difference between the property tax paid as "Open Space Land" and the amount of property tax otherwise due and payable for the last seven years had the land not been so classified; plus
 - (b) Interest upon the amounts of the difference in (a), paid at the same statutory rate charged on delinquent property taxes; plus
 - (c) A penalty of 20% will be applied to the additional tax and interest if the classified land is applied to some other use except through compliance with the property owner's request for withdrawal as described in RCW 84.34.070(1).
2. The additional tax, interest, and penalty specified in (1) shall not be imposed if removal resulted solely from:
 - (a) Transfer to a governmental entity in exchange for other land located within the State of Washington.
 - (b) 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.
 - (c) A natural disaster such as a flood, windstorm, earthquake, wildfire, or other such calamity rather than by virtue of the act of the landowner changing the use of such property.
 - (d) Official action by an agency of the State of Washington or by the county or city where the land is located disallows the present use of such land.
 - (e) Transfer of land to a church when such land would qualify for property tax exemption pursuant to RCW 84.36.020.
 - (f) Acquisition of property interests by State agencies or agencies or organizations qualified under RCW 84.34.210 and 64.04.130 (See RCW 84.34.108(6)(f)).
 - (g) Removal of land classified as farm & agricultural land under RCW 84.34.020(2)(f) (farm home site).
 - (h) Removal of land from classification after enactment of a statutory exemption that qualifies the land for exemption and receipt of notice from the owner to remove the land from classification.
 - (i) The creation, sale, or transfer of forestry riparian easements under RCW 76.13.120.
 - (j) The creation, sale, or transfer of a conservation easement of private forest lands within unconfined channel migration zones or containing critical habitat for threatened or endangered species under RCW 76.09.040.
 - (k) 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 chapter 84.33 RCW, or classified under this chapter 84.34 RCW continuously since 1993. The date of death shown on the death certificate is the date used.
 - (l) The discovery that the land was classified in error through no fault of the owner.

FOR LEGISLATIVE AUTHORITY USE ONLY

Date application received: _____ By: _____

Amount of processing fee collected: \$ _____

- Is the land subject to a comprehensive land use plan adopted by a city or county? ☐ Yes ☐ No

If yes, application should be processed in the same manner in which an amendment to the comprehensive land use plan is processed.

If no, application must be acted upon after a public hearing and notice of the hearing shall have been given by one publication in a newspaper of general circulation in the area at least ten days before the hearing.

- If the land is not subject to a comprehensive land use plan, is the land located within an incorporated part of the county? ☐ Yes ☐ No

If yes, application must be acted upon by three members of the county legislative authority and three members of the city legislative authority. See RCW 84.34.037(1) for details.

If no, application must be acted upon by three members of the county legislative authority.

- ☐ Application approved ☐ In whole ☐ In part
☐ Application denied ☐ Date owner notified of denial (Form 64 0103):

If approved, date Open Space Taxation Agreement (OSTA) was mailed to owner:

Signed OSTA received by Legislative Authority on:

Copy of signed OSTA forwarded to Assessor on:

To ask about the availability of this publication in an alternate format for the visually impaired, please call 360-705-6705. Teletype (TTY) users may use the Washington Relay Service by calling 711. For assistance, contact your local county assessor's office.

REV 64 0021e (6/26/19)

Staff Report to the Planning Commission

Current Use Assessment CUA2024-00003

June 24, 2024

*Prepared by the Clallam County Department of Community Development, Planning Division
223 East Fourth Street, Port Angeles (360) 417-2271*

1. PROJECT INFORMATION:

- A. Applicant: Grand Ridge HOA Port Angeles
10 Grand Ridge Way
Port Angeles, WA 98362
- B. Property IDs: 053028-520001(1000 & 2001) (geographic) 53913 & 86243 (property)
- C. Parcel Acreage: 62.14 total acres
- D. Acreage Under Review: 62.14
- E. Home Site: No.
- F. Legal Description: PTN IN TCA 102 AND PTN IN TCA 175 GRAND RIDGE EST PH 1 V15 P49 OPEN SPACE AND RD EASE
- G. Zoning: RCC5, Rural Character Conservation 5
- H. Review Synopsis: Property is being reviewed as a classification request to Open Space Land.

2. PLANNING DIVISION ANALYSIS:

The parcel is eligible for several categories under the Public Benefit Rating System (PBRs) CCC 27.08.060. See discussion in Findings.

The subject parcel qualifies for 6 PBRs points on the acreage for a 20% reduction.

Public Benefit Description	Clallam County Code Reference	Public Benefit Rating Points
Type 3 or 4 Streams	CCC 27.08.060(4)	2
Endangered Species	CCC 27.08.060(6)	2
Landslide Hazard Areas	CCC 27.08.060 (13)	2
Total		6

3. FINDINGS OF FACT, CONCLUSIONS, AND RECOMMENDED ACTION:

A. Findings of Fact and Conclusions of Law:

1. This Current Use Assessment has been reviewed in accordance with the requirements of Chapter 27.08 Clallam County Code.

2. The parcel is granted points for "Type 3 or 4 Streams" as described under the eligibility language of the definition found at CCC 27.08.060(16)(b) (*"Properties which contain or abut Types 1 through 5 streams as defined by WAC 222-16-030, Water Typing Systems, and regulated through Chapter 27.12 CCC and CCC Title 35, Clallam County Shoreline Master Program (SMP)."*).
3. The parcel is granted points for "Endangered Species" as described under the eligibility language of the definition found at CCC 27.08.060 (6) (*"Properties which contain documented occurrence of a State or federal endangered species; State or federal threatened species; or State or federal proposed endangered or threatened species."*).
4. This review grants 20% discount on the eligible acreage. See below table for tax summary:

Current Assessed Value*	Value if Approved**	2023 Levy Rate (per \$1000 of Value) tax area 175	Tax on Current Assessed Value	Estimated Tax if Approved	Estimated Tax Shift to Other Taxpayers
\$311,296	\$249,037	\$8.09355	\$2,697.44	\$2,015.60	\$681.84

B. Recommended Action:

Based on the above analysis and citing the findings and conclusions, the Planning Division recommends **approval** of the reclassification Review for current use assessment.

The subject areas are eligible for a 20% reduction in land valuation for 62.14 acres total.
Staff contact: Enrique Valenzuela, Planning Dept. (360) 417-2271

**Application for Classification or Reclassification
Open Space Land
Chapter 84.34 RCW**

File With The County Legislative Authority

Name of Owner(s): GRAND RIDGE HOA Port Angeles Phone No: 425-361-3541
Email Address: GRANDRIDGEPORTANGELES@GMAIL.COM
Address: 10 GRAND RIDGE WAY
PORT ANGELES, WA. 98362

Parcel Number(s):	<u>053028520001 86243 / 53913</u>
Legal Description:	<u>Grand Ridge Est PH1 V15 P49 OPEN SPACE</u>
Total Acres in Application: <u>62.14</u>	

Indicate what category of open space this land will qualify for:

- ☒ Conserve or enhance natural, cultural, or scenic resources
- ☒ Protect streams, stream corridors, wetlands, natural shorelines, or aquifers
- ☒ Protect soil resources, unique or critical wildlife, or native plant habitat
- ☐ Promote conservation principles by example or by offering educational opportunities
- ☐ Enhance the value to the public of abutting or neighboring parks, forests, wildlife preserves, nature reservations or sanctuaries, or other open spaces
- ☐ Enhance recreation opportunities
- ☐ Preserve historic or archaeological sites
- ☐ Preserve visual quality along highway, road, street corridors, or scenic vistas
- ☐ Retain in its natural state tracts of land not less than one acre situated in an urban area and open to public use on such conditions as may be reasonably required by the granting authority
- ☐ Farm and agricultural conservation land previously classified under RCW 84.34.020(2), that no longer meets the criteria
- ☐ Farm and agricultural conservation land that is "traditional farmland" not classified under Chapter 84.33 or Chapter 84.34 RCW, that has not been irrevocably devoted to a use inconsistent with agricultural uses, and has a high potential for returning to commercial agriculture

1. Describe the present use of the land.

Buffer between homes, wildlife corridor and habitat.
Preserve beauty of landscape. Butters Bagley Creek and
has a landslide hazard

2. Is the land subject to a lease or agreement which permits any other use than its present use?

☐ Yes ☒ No

If yes, attach a copy of the lease agreement.

3. Describe the present improvements (residence, buildings, etc.) located on the land.

4. Is the land subject to any easements?

☐ Yes ☒ No

If yes, describe the type of easement, the easement restrictions, and the length of the easement.

5. If applying for the farm and agricultural conservation land category, provide a detailed description below about the previous use, the current use, and the intended future use of the land.

NOTICE:

The county and/or city legislative authorities may require owners to submit additional information regarding the use of the land.

As owner of the parcel(s) described in this application, I hereby indicate by my signature below that I am aware of the additional tax, interest, and penalties involved when the land ceases to be classified under the provisions of Chapter 84.34 RCW. I also certify that this application and any accompanying documents are accurate and complete.

The agreement to tax according to use of the property is not a contract and can be annulled or canceled at any time by the Legislature (RCW 84.34.070)

Print the name of each owner:

Signature of each owner:

Date

Chris Lidster, ^{HOA} PRESIDENT

Chim Lichter, ^{HOA} PRESIDENT

12-10-23

The granting or denial of an application for classification or reclassification as open space land is a legislative determination and shall be reviewable only for arbitrary and capricious actions. Denials are only appealable to the superior court of the county in which the land is located and the application is made.



We are happy to share our maps and hope that you find them helpful. Please be advised, however, that these maps are intended to serve as a guide to the general location of features shown. The accuracy of the individual layers varies and layers may not align with one another. Determination of actual regulatory location of features shown on this map typically requires a field examination by qualified staff. Any person or entity that relies on any information contained herein does so at their own risk. Clallam County makes no warranty of the accuracy or usefulness of this data.

Statement of Additional Tax, Interest, and Penalty Due Upon Removal of Classification

1. Upon removal of classification, an additional tax shall be imposed which shall be due and payable to the county treasurer 30 days after removal or upon sale or transfer, unless the new owner has signed the Notice of Continuance. The additional tax shall be the sum of the following:
 - (a) The difference between the property tax paid as "Open Space Land" and the amount of property tax otherwise due and payable for the last seven years had the land not been so classified; plus
 - (b) Interest upon the amounts of the difference in (a), paid at the same statutory rate charged on delinquent property taxes; plus
 - (c) A penalty of 20% will be applied to the additional tax and interest if the classified land is applied to some other use except through compliance with the property owner's request for withdrawal as described in RCW 84.34.070(1).
2. The additional tax, interest, and penalty specified in (1) shall not be imposed if removal resulted solely from:
 - (a) Transfer to a governmental entity in exchange for other land located within the State of Washington.
 - (b) 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.
 - (c) A natural disaster such as a flood, windstorm, earthquake, wildfire, or other such calamity rather than by virtue of the act of the landowner changing the use of such property.
 - (d) Official action by an agency of the State of Washington or by the county or city where the land is located disallows the present use of such land.
 - (e) Transfer of land to a church when such land would qualify for property tax exemption pursuant to RCW 84.36.020.
 - (f) Acquisition of property interests by State agencies or agencies or organizations qualified under RCW 84.34.210 and 64.04.130 (See RCW 84.34.108(6)(f)).
 - (g) Removal of land classified as farm & agricultural land under RCW 84.34.020(2)(f) (farm home site).
 - (h) Removal of land from classification after enactment of a statutory exemption that qualifies the land for exemption and receipt of notice from the owner to remove the land from classification.
 - (i) The creation, sale, or transfer of forestry riparian easements under RCW 76.13.120.
 - (j) The creation, sale, or transfer of a conservation easement of private forest lands within unconfined channel migration zones or containing critical habitat for threatened or endangered species under RCW 76.09.040.
 - (k) 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 chapter 84.33 RCW, or classified under this chapter 84.34 RCW continuously since 1993. The date of death shown on the death certificate is the date used.
 - (l) The discovery that the land was classified in error through no fault of the owner.

FOR LEGISLATIVE AUTHORITY USE ONLY

Date application received: _____ By: _____

Amount of processing fee collected: \$ _____

- Is the land subject to a comprehensive land use plan adopted by a city or county? ☐ Yes ☐ No

If yes, application should be processed in the same manner in which an amendment to the comprehensive land use plan is processed.

If no, application must be acted upon after a public hearing and notice of the hearing shall have been given by one publication in a newspaper of general circulation in the area at least ten days before the hearing.

- If the land is not subject to a comprehensive land use plan, is the land located within an incorporated part of the county? ☐ Yes ☐ No

If yes, application must be acted upon by three members of the county legislative authority and three members of the city legislative authority. See RCW 84.34.037(1) for details.

If no, application must be acted upon by three members of the county legislative authority.

☐ Application approved ☐ In whole ☐ In part

☐ Application denied ☐ Date owner notified of denial (Form 64 0103):

If approved, date Open Space Taxation Agreement (OSTA) was mailed to owner:

Signed OSTA received by Legislative Authority on:

Copy of signed OSTA forwarded to Assessor on:

To ask about the availability of this publication in an alternate format for the visually impaired, please call 360-705-6705. Teletype (TTY) users may use the Washington Relay Service by calling 711. For assistance, contact your local county assessor's office.

REV 64 0021e (6/26/19)

Staff Report to the Planning Commission

Current Use Assessment CUA2023-00013

June 20, 2024

*Prepared by the Clallam County Department of Community Development, Planning Division
223 East Fourth Street, Port Angeles (360) 417-2271*

1. PROJECT INFORMATION:

- A. Applicant: Margaret Sallstrom
278 Dunmire Rd.
Port Angeles, WA 98382
- B. Property IDs: 093136340000 (geographic) 80400 (property)
- C. Parcel Acreage: 20.19 total acres
- D. Acreage Under Review: 2.4 acres
- E. Home Site: Yes, 1 acre.
- F. Legal Description: SESW EXC S 660FT OF E 330FT AND EXC N 465FT AND EXC S 30FT
- G. Zoning: RLM, Rural Low Mixed
- H. Review Synopsis: Property is being reviewed as a reclassification request to Current Use.

2. PLANNING DIVISION ANALYSIS:

The parcel is eligible for several categories under the Public Benefit Rating System (PBRs) CCC 27.08.060. See discussion in Findings.

The subject parcel qualifies for 4 PBRs points on the acreage for a 10% reduction.

Public Benefit Description	Clallam County Code Reference	Public Benefit Rating Points
Type 3 streams	CCC 27.08.060(4)	2
Development Pressure	CCC 27.08.060(16)(c)	2
Total		4

3. FINDINGS OF FACT, CONCLUSIONS, AND RECOMMENDED ACTION:

A. Findings of Fact and Conclusions of Law:

1. This Current Use Assessment has been reviewed in accordance with the requirements of Chapter 27.08 Clallam County Code.

2. This parcel is granted points for containing a Type 3 stream. Properties which contain Type 3 streams as defined and regulated through Chapter 27.12 CCC and CCC Title 35, Clallam County Shoreline Master Program (SMP), and documented on the Clallam County critical areas maps.
3. This parcel is granted points for Development Pressure/ Zoning. Properties which are large enough to be legally subdividable and which abut (minimum of fifty (50) feet of common property line) existing public park lands, forests, wildlife preserves, sanctuaries, or other open space lands classified under Chapter 84.33 RCW or Chapter 84.34 RCW.
4. No documents were presented that would allow for points to be given for farm and agriculture.
5. No documents were presented that would allow for points to be given for historic or archeological sites.
6. No documents were presented that would allow for points to be given for educational opportunities, recreational opportunities, or public use.
7. No documents were presented that would allow for points to be given for protection of soil resources, unique or critical wildlife, or native plant habitat.
8. This review grants 10% discount on the eligible acreage. See below table for tax summary:

Current Assessed Value*	Value if Approved**	2023 Levy Rate (per \$1000 of Value) tax area 153	Tax on Current Assessed Value	Estimated Tax if Approved	Estimated Tax Shift to Taxpayer
\$379	\$21,397	\$6.65759	\$2.53	\$142	\$139.47

B. Recommended Action:

Based on the above analysis and citing the findings and conclusions, the Planning Division recommends **approval** of the reclassification Review for current use assessment.

The subject areas are eligible for a 10% reduction in land valuation for 2.4 acres total.
Staff contact: Enrique Valenzuela, Planning Dept. (360) 417-2271



We are happy to share our maps and hope that you find them helpful. Please be advised, however, that these maps are intended to serve as a guide to the general location of features shown. The accuracy of the individual layers varies and layers may not align with one another. Determination of actual regulatory location of features shown on this map typically requires a field examination by qualified staff. Any person or entity that relies on any information contained herein does so at their own risk. Clallam County makes no warranty of the accuracy or usefulness of this data.

**Application for Classification or Reclassification
Open Space Land
Chapter 84.34 RCW**

File With The County Legislative Authority

Name of Owner(s): Margaret Sallstrom Phone No: (360) 928-3770
Email Address: _____
Address: 278 Dunmire Rd. Port Angeles WA 98363

Parcel Number(s): 093136340000(80400)

Legal Description:

Total Acres in Application: 2.4

Indicate what category of open space this land will qualify for:

- ☒ Conserve or enhance natural, cultural, or scenic resources
- ☒ Protect streams, stream corridors, wetlands, natural shorelines, or aquifers
- ☒ Protect soil resources, unique or critical wildlife, or native plant habitat
- ☒ Promote conservation principles by example or by offering educational opportunities
- ☒ Enhance the value to the public of abutting or neighboring parks, forests, wildlife preserves, nature reservations or sanctuaries, or other open spaces
- ☒ Enhance recreation opportunities
- ☒ Preserve historic or archaeological sites
- ☐ Preserve visual quality along highway, road, street corridors, or scenic vistas
- ☒ Retain in its natural state tracts of land not less than one acre situated in an urban area and open to public use on such conditions as may be reasonably required by the granting authority
- ☒ Farm and agricultural conservation land previously classified under RCW 84.34.020(2), that no longer meets the criteria
- ☒ Farm and agricultural conservation land that is "traditional farmland" not classified under Chapter 84.33 or Chapter 84.34 RCW, that has not been irrevocably devoted to a use inconsistent with agricultural uses, and has a high potential for returning to commercial agriculture

1. Describe the present use of the land. *Recreational Fishing, Hunting
Camping, Temp Horse use less than a month, at a time
Wilderness School use, family reunion,*

2. Is the land subject to a lease or agreement which permits any other use than its present use?

☐ Yes ☒ No

If yes, attach a copy of the lease agreement.

3. Describe the present improvements (residence, buildings, etc.) located on the land.

None

4. Is the land subject to any easements?

☒ Yes ☐ No

If yes, describe the type of easement, the easement restrictions, and the length of the easement.

*Neighbor use to get to their home
About 1/4 mile on east property line*

5. If applying for the farm and agricultural conservation land category, provide a detailed description below about the previous use, the current use, and the intended future use of the land.

AS in #1

NOTICE:

The county and/or city legislative authorities may require owners to submit additional information regarding the use of the land.

As owner of the parcel(s) described in this application, I hereby indicate by my signature below that I am aware of the additional tax, interest, and penalties involved when the land ceases to be classified under the provisions of Chapter 84.34 RCW. I also certify that this application and any accompanying documents are accurate and complete.

The agreement to tax according to use of the property is not a contract and can be annulled or canceled at any time by the Legislature (RCW 84.34.070)

Print the name of each owner:

Signature of each owner:

Date

Margaret Sailstrom

Margaret

2-7-24

The granting or denial of an application for classification or reclassification as open space land is a legislative determination and shall be reviewable only for arbitrary and capricious actions. Denials are only appealable to the superior court of the county in which the land is located and the application is made.

FOR LEGISLATIVE AUTHORITY USE ONLY

Date application received: _____ By: _____

Amount of processing fee collected: \$ _____

- Is the land subject to a comprehensive land use plan adopted by a city or county? ☐ Yes ☐ No

If yes, application should be processed in the same manner in which an amendment to the comprehensive land use plan is processed.

If no, application must be acted upon after a public hearing and notice of the hearing shall have been given by one publication in a newspaper of general circulation in the area at least ten days before the hearing.

- If the land is not subject to a comprehensive land use plan, is the land located within an incorporated part of the county? ☐ Yes ☐ No

If yes, application must be acted upon by three members of the county legislative authority and three members of the city legislative authority. See RCW 84.34.037(1) for details.

If no, application must be acted upon by three members of the county legislative authority.

- ☐ Application approved ☐ In whole ☐ In part
- ☐ Application denied ☐ Date owner notified of denial (Form 64 0103):

If approved, date Open Space Taxation Agreement (OSTA) was mailed to owner:

Signed OSTA received by Legislative Authority on:

Copy of signed OSTA forwarded to Assessor on:

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REV 64 0021e (6/26/19)

Statement of Additional Tax, Interest, and Penalty Due Upon Removal of Classification

1. Upon removal of classification, an additional tax shall be imposed which shall be due and payable to the county treasurer 30 days after removal or upon sale or transfer, unless the new owner has signed the Notice of Continuance. The additional tax shall be the sum of the following:
 - (a) The difference between the property tax paid as "Open Space Land" and the amount of property tax otherwise due and payable for the last seven years had the land not been so classified; plus
 - (b) Interest upon the amounts of the difference in (a), paid at the same statutory rate charged on delinquent property taxes; plus
 - (c) A penalty of 20% will be applied to the additional tax and interest if the classified land is applied to some other use except through compliance with the property owner's request for withdrawal as described in RCW 84.34.070(1).
2. The additional tax, interest, and penalty specified in (1) shall not be imposed if removal resulted solely from:
 - (a) Transfer to a governmental entity in exchange for other land located within the State of Washington.
 - (b) 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.
 - (c) A natural disaster such as a flood, windstorm, earthquake, wildfire, or other such calamity rather than by virtue of the act of the landowner changing the use of such property.
 - (d) Official action by an agency of the State of Washington or by the county or city where the land is located disallows the present use of such land.
 - (e) Transfer of land to a church when such land would qualify for property tax exemption pursuant to RCW 84.36.020.
 - (f) Acquisition of property interests by State agencies or agencies or organizations qualified under RCW 84.34.210 and 64.04.130 (See RCW 84.34.108(6)(f)).
 - (g) Removal of land classified as farm & agricultural land under RCW 84.34.020(2)(f) (farm home site).
 - (h) Removal of land from classification after enactment of a statutory exemption that qualifies the land for exemption and receipt of notice from the owner to remove the land from classification.
 - (i) The creation, sale, or transfer of forestry riparian easements under RCW 76.13.120.
 - (j) The creation, sale, or transfer of a conservation easement of private forest lands within unconfined channel migration zones or containing critical habitat for threatened or endangered species under RCW 76.09.040.
 - (k) 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 chapter 84.33 RCW, or classified under this chapter 84.34 RCW continuously since 1993. The date of death shown on the death certificate is the date used.
 - (l) The discovery that the land was classified in error through no fault of the owner.



Priority Habitats and Species on the Web



Report Date: 03/04/2024

PHS Species/Habitats Overview:

Occurence Name	Federal Status	State Status	Sensitive Location
Band-tailed pigeon	N/A	N/A	No
Cavity-nesting Ducks	N/A	N/A	No
Northern Spotted Owl	Threatened	Endangered	Yes

PHS Species/Habitats Details:

Band-tailed pigeon

Scientific Name	<i>Columba fasciata</i>
Priority Area	Regular Concentration
Site Name	JOYCE AREA
Accuracy	1/4 mile (Quarter Section)
Notes	BANDTAILED PIGEONS FORAGING FROM CAMP HAYDEN ROAD TO THE LYLE RIVER. ABUNDANCE OF ELDERBERRY ACCOUNTS FOR THEIR ATTRACTION TO THE AREA.
Source Record	913532
Source Dataset	PHSREGION
Source Name	DAFOE, DAN
Source Entity	WA Dept. of Fish and Wildlife
Federal Status	N/A
State Status	N/A
PHS Listing Status	PHS LISTED OCCURRENCE
Sensitive	N
SGCN	Y
Display Resolution	AS MAPPED
ManagementRecommendations	http://wdfw.wa.gov/publications/pub.php?id=00026
Geometry Type	Polygons

Cavity-nesting Ducks

Priority Area	Breeding Area
Accuracy	1/4 mile (Quarter Section)
Notes	PRIVATE PROPERTY PONDS AND WOODLANDS. SEVERAL LOCAL PONDS WITH WOODDUCK AND HOODED MERGANSER. WOODED AREA IN BETWEEN PONDS CONTAINS SOME SNAGS.
Source Record	913546
Source Dataset	PHSREGION
Source Name	POWELL, THERESA
Source Entity	WA Dept. of Fish and Wildlife
Federal Status	N/A
State Status	N/A
PHS Listing Status	PHS LISTED OCCURRENCE
Sensitive	N
SGCN	N
Display Resolution	AS MAPPED
ManagementRecommendations	http://wdfw.wa.gov/publications/pub.php?id=00026
Geometry Type	Polygons

Staff Report to the Planning Commission

Current Use Assessment CUA2024-00004

June 25, 2024

Prepared by the Clallam County Department of Community Development, Planning Division
223 East Fourth Street, Port Angeles (360) 417-2271

1. PROJECT INFORMATION:

- A. Applicant: Louella Heights Property Owners Association
61 Louella Heights Dr
Sequim, WA 98382
- B. Property IDs: 032904449045 (geographic) xxxxx (property)
- C. Parcel Acreage: 1 acre
- D. Acreage Under Review: 1 acre
- E. Home Site: No
- F. Abbreviated Legal Description: Parcel B of Boundary Line Adjustment 2023-00022 as recorded in Vol.93 of Surveys, Pg.48, under Clallam County AFN 2023-1455124
- G. Zoning: R5, Rural Low
- H. Review Synopsis: Property is being reviewed as a classification request to Current Use.

2. PLANNING DIVISION ANALYSIS:

The parcel is eligible for several categories under the Public Benefit Rating System (PBRs) CCC 27.08.060. See discussion in Findings.

The subject parcel qualifies for 2 PBRs points on the acreage for a 5% reduction.

Public Benefit Description	Clallam County Code Reference	Public Benefit Rating Points
Landslide hazard areas	CCC 27.08.060(13)	2
Total		2

3. FINDINGS OF FACT, CONCLUSIONS, AND RECOMMENDED ACTION:

A. Findings of Fact and Conclusions of Law:

1. This Current Use Assessment has been reviewed in accordance with the requirements of Chapter 27.08 Clallam County Code.

2. The parcel is granted points for containing *Landslide Hazards*. Properties which contain landslide hazard areas as defined by Chapter 27.12 CCC, Critical Areas Code, and documented on the Clallam County critical areas maps.
3. No documents were presented that would allow for points to be given for habitat or endangered species protection.
4. No documents were presented that would allow for points to be given for streams or wetlands.
5. No documents were presented that would allow for points to be given for farm and agriculture.
6. This review grants 5% discount on the eligible acreage. See below table for tax summary:

Current Assessed Value*	Value if Approved**	2023 Levy Rate (per \$1000 of Value) tax area 201	Tax on Current Assessed Value	Estimated Tax if Approved	Estimated Tax Shift to Taxpayer
Not yet determined	Not yet determined	Not yet determined	Not yet determined	Not yet determined	Not yet determined

B. Recommended Action:

Based on the above analysis and citing the findings and conclusions, the Planning Division recommends **approval** of the reclassification Review for current use assessment.

The subject areas are eligible for a 5% reduction in land valuation for 1 acre total.
Staff contact: Enrique Valenzuela, Planning Dept. (360) 417-2271

**Application for Classification or Reclassification
Open Space Land
Chapter 84.34 RCW**

File With The County Legislative Authority

Name of Owner(s): Louella Heights Property Owners Association Phone No: 360-912-5066

Email Address: kkgonzales@gmail.com

Address: 61 Louella Heights Dr
Sequim, WA 98382

Parcel Number(s): PTN 6F 03290449050 and 032903339095

Legal Description: Parcel B of Boundary Line Adjustment 2023-00022 as recorded in Vol.93 of Surveys, Pg.48, under Clallam County AFN 2023-1455124, being a portion of the Southeast Quarter of the Southeast Quarter, Section 4, Township 29 North, Range 3 West, W.M., Clallam County, WA.

Situate in Clallam County, State of Washington

Total Acres in Application: 1

Indicate what category of open space this land will qualify for:

- ☒ Conserve or enhance natural, cultural, or scenic resources
- ☒ Protect streams, stream corridors, wetlands, natural shorelines, or aquifers
- ☒ Protect soil resources, unique or critical wildlife, or native plant habitat
- ☒ Promote conservation principles by example or by offering educational opportunities
- ☒ Enhance the value to the public of abutting or neighboring parks, forests, wildlife preserves, nature reservations or sanctuaries, or other open spaces
- ☐ Enhance recreation opportunities
- ☐ Preserve historic or archaeological sites
- ☒ Preserve visual quality along highway, road, street corridors, or scenic vistas
- ☐ Retain in its natural state tracts of land not less than one acre situated in an urban area and open to public use on such conditions as may be reasonably required by the granting authority
- ☐ Farm and agricultural conservation land previously classified under RCW 84.34.020(2), that no longer meets the criteria
- ☐ Farm and agricultural conservation land that is "traditional farmland" not classified under Chapter 84.33 or Chapter 84.34 RCW, that has not been irrevocably devoted to a use inconsistent with agricultural uses, and has a high potential for returning to commercial agriculture

1. Describe the present use of the land.

The wellhead and pump chamber for the Louella Heights community water system are located on this property. The parcel is for wellhead protection and not a developable lot (per WADOH wellhead protection requirements). The property is on a hillside and viewable from Palo Alto Road and other streets. To the south and west of the community are lands maintained by DNR.

2. Is the land subject to a lease or agreement which permits any other use than its present use?

☐ Yes ☒ No

If yes, attach a copy of the lease agreement.

3. Describe the present improvements (residence, buildings, etc.) located on the land.

A 320 foot well with submersible pump, a 1000 gallon pump chamber with submersible pump, a structure to house the pump, and a stoned access road to the equipment. The remaining property around the cleared area has been left with native trees and plants and can never be developed per WADOH wellhead protection requirements.

4. Is the land subject to any easements?

☒ Yes ☐ No

If yes, describe the type of easement, the easement restrictions, and the length of the easement. Ingress, egress, utilities by the LHPOA; LHPOA is now owner of the property.

5. If applying for the farm and agricultural conservation land category, provide a detailed description below about the previous use, the current use, and the intended future use of the land.

NOTICE:

The county and/or city legislative authorities may require owners to submit additional information regarding the use of the land.

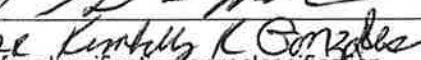
As owner of the parcel(s) described in this application, I hereby indicate by my signature below that I am aware of the additional tax, interest, and penalties involved when the land ceases to be classified under the provisions of Chapter 84.34 RCW. I also certify that this application and any accompanying documents are accurate and complete.

The agreement to tax according to use of the property is not a contract and can be annulled or canceled at any time by the Legislature (RCW 84.34.070)

Print the name of each owner:

Signature of each owner:

Date

MARK HENDERSON		12/28/23
GEORGE E. HOWARD-PRESIDENT		12/28/23
KIMBERLY GONZALES-TREASURER		12/28/23

The granting or denial of an application for classification or reclassification as open space land is a legislative determination and shall be reviewable only for arbitrary and capricious actions. Denials are only appealable to the superior court of the county in which the land is located and the application is made.



We are happy to share our maps and hope that you find them helpful. Please be advised, however, that these maps are intended to serve as a guide to the general location of features shown. The accuracy of the individual layers varies and layers may not align with one another. Determination of actual regulatory location of features shown on this map typically requires a field examination by qualified staff. Any person or entity that relies on any information contained herein does so at their own risk. Clallam County makes no warranty of the accuracy or usefulness of this data.

RECORD OF SURVEY

OF A PORTION OF

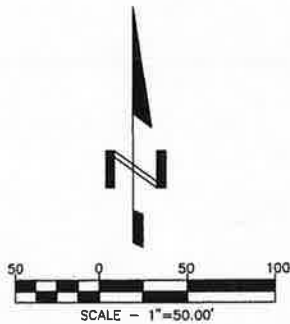
S.E. 1/2 S.E. 1/4 Sec. 4, T.29N., R.3W., W.M.

Clallam County, Washington

for

Mark and Aleta Smith

BOUNDARY LINE ADJUSTMENT NO. BLA2023-00022
 PARCEL NO. 032903-339095 AND 032904-449050



LEGEND

- FOUND ON 10/11/23, 1/2" REBAR AND CAP "LS 22329"
- SET ON 10/19/23, 1/2" REBAR AND CAP "O.P.SURV. LS 42426"

EXISTING EASEMENT FOR INGRESS, EGRESS AND UTILITIES, PER SMITH SHORT PLAT, VOL. 24, PG. 34.

EXISTING EASEMENT FOR INGRESS, EGRESS AND UTILITIES, PER SHORT PLAT ALTERATION, VOL. 34, PG. 45.

SMITH SHORT PLAT VOL. 25, PG. 91

RECORD OF SURVEY VOL. 8, PG. 86

SMITH SHORT PLAT VOL. 24, PG. 54

RECORD OF SURVEY VOL. 8, PG. 86

LOUELLA HEIGHTS DIV. VII SHORT PLAT VOL. 34, PG. 45

LOUELLA HEIGHTS DIV. VII ALTERATION VOL. 34, PG. 87

PARCEL "A"
 PARCEL NO. 032904-449055
 2.58 AC (BEF ADJ)
 4.17 AC (AFT ADJ)

SMITH SHORT PLAT VOL. 25, PG. 91

SMITH SHORT PLAT ALTERATION VOL. 26, PG. 79

RECORD OF SURVEY VOL. 8, PG. 7

RECORD OF SURVEY VOL. 8, PG. 25

1/4 SECTION CORNER 2" DIA. IRON PIPE WITH CAP "THORNTON LS 12750" FOR HISTORY SEE CLALLAM COUNTY GEOMETRIC FRAMEWORK (CCGF) SURVEY IN VOL. 39, PG. 100, ID# 03290441.

NOTE:
 PARCEL "B" IS FOR WELL HEAD PROTECTION ONLY AND NOT A DEVELOPABLE LOT.

LOUELLA HEIGHTS DIV. VI SHORT PLAT VOL. 27, PG. 90

UTILITIES CONNECTIONS WATER, ELEC., SEPTIC

LOUELLA HEIGHTS DIV. VII SHORT PLAT VOL. 34, PG. 45

LOUELLA HEIGHTS DIV. VII ALTERATION VOL. 34, PG. 87

THIS BOUNDARY LINE ADJUSTMENT HAS BEEN REVIEWED AND APPROVED BY THE CLALLAM COUNTY DEPARTMENT OF COMMUNITY DEVELOPMENT.

[Signature]
 ADMINISTRATOR

11-14-23
 DATE

SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF MARK SMITH ON OCT. 11, 2023.



[Signature]
 BRIAN N. CAYS, PLS.
 CERTIFICATE NO. 42426

11/07/2023
 DATE SIGNED

AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS 15th DAY OF November, 20 23, AT 3:18 P M, IN BOOK 92 OF SURVEYS, AT PG. 48, AT THE REQUEST OF OLYMPIC PENINSULA SURVEYING AND DRAFTING, INC.

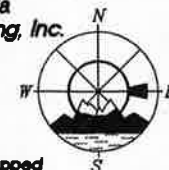
2023-1455124
 AUDITOR'S FILE NO.

[Signature]
 DEPUTY COUNTY AUDITOR

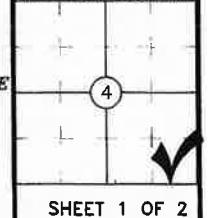
Olympic Peninsula Surveying and Drafting, Inc.

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

Surveyed and Mapped
 August 18 - October 11, 2023
 Job No. SMITH-12106



Sec. 4, T.29N., R.3W., W.M.



SHEET 1 OF 2

VOL 93 PG 48

Statement of Additional Tax, Interest, and Penalty Due Upon Removal of Classification

1. Upon removal of classification, an additional tax shall be imposed which shall be due and payable to the county treasurer 30 days after removal or upon sale or transfer, unless the new owner has signed the Notice of Continuance. The additional tax shall be the sum of the following:
 - (a) The difference between the property tax paid as "Open Space Land" and the amount of property tax otherwise due and payable for the last seven years had the land not been so classified; plus
 - (b) Interest upon the amounts of the difference in (a), paid at the same statutory rate charged on delinquent property taxes; plus
 - (c) A penalty of 20% will be applied to the additional tax and interest if the classified land is applied to some other use except through compliance with the property owner's request for withdrawal as described in RCW 84.34.070(1).
2. The additional tax, interest, and penalty specified in (1) shall not be imposed if removal resulted solely from:
 - (a) Transfer to a governmental entity in exchange for other land located within the State of Washington.
 - (b) 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.
 - (c) A natural disaster such as a flood, windstorm, earthquake, wildfire, or other such calamity rather than by virtue of the act of the landowner changing the use of such property.
 - (d) Official action by an agency of the State of Washington or by the county or city where the land is located disallows the present use of such land.
 - (e) Transfer of land to a church when such land would qualify for property tax exemption pursuant to RCW 84.36.020.
 - (f) Acquisition of property interests by State agencies or agencies or organizations qualified under RCW 84.34.210 and 64.04.130 (See RCW 84.34.108(6)(f)).
 - (g) Removal of land classified as farm & agricultural land under RCW 84.34.020(2)(f) (farm home site).
 - (h) Removal of land from classification after enactment of a statutory exemption that qualifies the land for exemption and receipt of notice from the owner to remove the land from classification.
 - (i) The creation, sale, or transfer of forestry riparian easements under RCW 76.13.120.
 - (j) The creation, sale, or transfer of a conservation easement of private forest lands within unconfined channel migration zones or containing critical habitat for threatened or endangered species under RCW 76.09.040.
 - (k) 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 chapter 84.33 RCW, or classified under this chapter 84.34 RCW continuously since 1993. The date of death shown on the death certificate is the date used.
 - (l) The discovery that the land was classified in error through no fault of the owner.

FOR LEGISLATIVE AUTHORITY USE ONLY

Date application received: _____ By: _____

Amount of processing fee collected: \$ _____

- Is the land subject to a comprehensive land use plan adopted by a city or county? ☐ Yes ☐ No

If yes, application should be processed in the same manner in which an amendment to the comprehensive land use plan is processed.

If no, application must be acted upon after a public hearing and notice of the hearing shall have been given by one publication in a newspaper of general circulation in the area at least ten days before the hearing.

- If the land is not subject to a comprehensive land use plan, is the land located within an incorporated part of the county? ☐ Yes ☐ No

If yes, application must be acted upon by three members of the county legislative authority and three members of the city legislative authority. See RCW 84.34.037(1) for details.

If no, application must be acted upon by three members of the county legislative authority.

- ☐ Application approved ☐ In whole ☐ In part
- ☐ Application denied ☐ Date owner notified of denial (Form 64 0103):

If approved, date Open Space Taxation Agreement (OSTA) was mailed to owner:

Signed OSTA received by Legislative Authority on:

Copy of signed OSTA forwarded to Assessor on:

To ask about the availability of this publication in an alternate format for the visually impaired, please call 360-705-6705. Teletype (TTY) users may use the Washington Relay Service by calling 711. For assistance, contact your local county assessor's office.

REV 64 0021e (6/26/19)



MEMORANDUM

Clallam County Department of Community Development

Date: June 27, 2024
To: Clallam County Planning Commission
From: Donella Clark, Principal Planner
Re: Public Benefit Rating System

Discussion

State law (RCW 84.34.010) allows the County to adopt an Open Space and Public Benefit Rating System intended to maintain, preserve, conserve and otherwise encourage open space lands by providing a tax break on property meeting a criteria of points. The original County Code was adopted in 1996 and replaced in 2001. This code was amended in 2015 to remove the review of timberlands through the open space program having been replaced by the designated timber program regulated by the Assessor's Office. There are currently 905 parcels enrolled in the open space.

Existing Ratings

Under the current code, points are given based on a variety of categories. Staff would like to discuss the priorities of where reductions in taxes should occur and the qualifications for determining eligibility.

Public Benefit Rating Table

Item No.	Item	Reference	Pts.	Maximum Allowed in Category	
Highest Public Benefit					
1.	Conservation easements, TDRs	CCC 27.08.060(17)	23	23	
Very High Public Benefit					
2.	Lot combination	CCC 27.08.060(16)(b)	15		15
A.					
2.	Public access	CCC 27.08.060(15)(b)	15		
B.					
High Public Benefit					
3.	Farm and agricultural conservation lands	CCC 27.08.060(14)	0 - 15	15	
Medium/High Public Benefit					
4.	Floodways, floodplains and meander zones	CCC 27.08.060(1), (2)	3		12
A.					
4.	Type 1 or 2 streams	CCC 27.08.060(4)	3*		
B.					
4.	Habitat or endangered species protection	CCC 27.08.060(5)	3		
C.					

4. D.	Class I or II wetlands	CCC <u>27.08.060(8)</u>	3
4. E.	Natural or conservancy environment shorelines, or shorelines of State-wide significance	CCC <u>27.08.060(9)</u>	3
4. F.	Historical sites	CCC <u>27.08.060(11)</u>	3
4. G.	Archaeological sites	CCC <u>27.08.060(11)</u>	3
4. H.	Scenic vistas	CCC <u>27.08.060(12)</u>	3
4. I.	Open space, greenbelts, or wildlife corridors	CCC <u>27.08.060(3)</u>	3
4. J.	Development pressure/zoning	CCC <u>27.08.060(16)(a)</u>	3
4. K.	Rare or unique plant communities	CCC <u>27.08.060(7)</u>	3

Medium Public Benefit

5. A.	Type 3 or 4 streams	CCC <u>27.08.060(4)</u>	2
5. B.	Landslide hazard areas	CCC <u>27.08.060(13)</u>	2
5. C.	Class III wetlands	CCC <u>27.08.060(8)</u>	2
5. D.	Well head protection areas	CCC <u>27.08.060(10)</u>	2
5. E.	Rural environment shorelines	CCC <u>27.08.060(9)</u>	2
5. F.	Public access (privately owned recreation facilities)	CCC <u>27.08.060(15)(a)</u>	2
5. G.	Development pressure (abuts parks, public forests, etc.)	CCC <u>27.08.060(16)(c)</u>	2

6

Low Public Benefit

6. A.	Type 5 streams	CCC <u>27.08.060(4)</u>	1
6. B.	Class IV wetlands	CCC <u>27.08.060(8)</u>	1
6. C.	Suburban or urban environment shorelines	CCC <u>27.08.060(9)</u>	1

2

*May be increased to 6 points if the landowner agrees to maintain a riparian buffer twice that provided by the Clallam County Critical Areas Code, Chapter 27.12 CCC.

Chapter 27.08

OPEN SPACE

Sections:

- 27.08.010 Purpose.**
- 27.08.020 Applicability.**
- 27.08.030 Authority.**
- 27.08.040 Administration.**
- 27.08.050 Definitions.**
- 27.08.060 Open space land public benefit resources.**
- 27.08.070 Factors to be considered for open space land classification.**
- 27.08.080 Open space land public benefit rating system.**
- 27.08.090 Public access policy.**
- 27.08.100 Signage.**
- 27.08.110 Hold harmless agreement.**
- 27.08.120 Open space land amendments.**
- 27.08.130 Home site exclusion.**
- 27.08.140 Procedure.**
- 27.08.150 Enforcement.**
- 27.08.190 Severability.**

SOURCE: ADOPTED:

Ord. 606 12/17/96

AMENDED SOURCE: ADOPTED:

Ord. 712 09/04/01

Ord. 897 01/20/15

27.08.010 Purpose.

To maintain, preserve and otherwise continue in existence, adequate open space lands for the current or future production of food and fiber, and to assure the use and enjoyment of natural resources and scenic beauty for the economic welfare, social well being, and quality of life for the County and its citizens in accordance with Chapter 84.34 RCW and the Clallam County Comprehensive Plan, Chapter 31.02 CCC, as adopted and hereafter amended, the following policies and procedures are hereby adopted.

27.08.020 Applicability.

This chapter shall regulate applications for, and the subsequent classification or reclassification of land as open space land pursuant to Chapter 84.34 RCW, throughout Clallam County. Applications that involve properties within incorporated portions of the County shall require additional review by the appropriate jurisdiction's legislative body.

27.08.030 Authority.

Clallam County adopts the ordinances codified in this chapter under the authority of Chapter 84.34 RCW. The Board of Clallam County Commissioners is the legislative authority to approve or deny open space land applications reviewed under this chapter.

27.08.040 Administration.

The Clallam County Assessor and the Director of the Department of Community Development, or his or her designee, are vested with the responsibility to administer the provisions of this chapter, unless otherwise specified. All applications shall be processed in accordance with CCC 27.08.170, Procedure.

27.08.050 Definitions.

Those definitions set forth in RCW 84.34.020 as adopted and hereafter amended are hereby incorporated by reference and shall govern and control the application and interpretation of this chapter. Applicable definitions include, but are not limited to, the following:

- (1) "Open space" refers to the open space program in its entirety, and often referred to as the "current use" program. For the purposes of this chapter, this includes "open space land" as defined below.
- (2) "Open space land" means:
 - (a) Any land area so designated by an official comprehensive land use plan adopted by any city or county and zoned accordingly; or
 - (b) Any land area, the preservation of which in its present use would:
 - (i) Conserve and enhance natural or scenic resources, or
 - (ii) Protect streams or water supply, or
 - (iii) Promote conservation of soils, wetlands, beaches or tidal marshes, or

- (iv) Enhance the value to the public of abutting or neighboring parks, forests, wildlife preserves, nature reservations or sanctuaries or other open space, or
 - (v) Enhance recreation opportunities, or
 - (vi) Preserve historic sites, or
 - (vii) Preserve visual quality along highway, road, and street corridors or scenic vistas; or
- (c) Any land meeting the definition of "farm and agricultural conservation land" under subsection (8) of RCW 84.34.020, Definitions.
- (3) "Farm and agricultural conservation land" means either:
- (a) Land that was previously classified as "farm and agricultural land," that no longer meets the criteria for such classification, and that is reclassified as "open space lands" pursuant to Chapter 84.34 RCW; or
 - (b) Land that is traditional farmland that is not classified under Chapter 84.33 or 84.34 RCW, that has not been irrevocably devoted to a use inconsistent with agricultural uses, and that has a high potential for returning to commercial agriculture.
- (4) "Traditional farmland," for the purposes of this chapter, shall mean land which has been used on a regular basis for the purpose of attempting to obtain cash income by:
- (a) Raising, harvesting, and selling lawful crops;
 - (b) Feeding, breeding, managing, and selling of livestock, poultry, fur-bearing animals, or honey bees, or any products thereof;
 - (c) Dairying or selling of dairy products;
 - (d) Animal husbandry;
 - (e) Aquaculture;
 - (f) Horticulture;
 - (g) Participating in a government-funded crop reduction or acreage set-aside program; or
 - (h) Cultivating Christmas trees or short-rotation hardwoods on land that has been prepared by intensive cultivation and tilling, such as by plowing or turning over the soil, and on which all unwanted plant growth is controlled continuously for the exclusive purpose of raising such trees.
- (5) "Legislative authority" means the Board of Clallam County Commissioners, or its designee.

27.08.060 Open space land public benefit resources.

Properties which contain, abut (if applicable), or otherwise meet one or more of the following criteria shall be eligible for open space land public benefit rating points:

- (1) *Floodplains or Floodways.* Properties which contain floodways or 100-year floodplains as designated by the Clallam County critical areas maps or by the Federal Emergency Management Agency flood maps. Points shall not be assigned if the associated stream also qualifies the subject property for benefit points under subsection (4) of this section, Streams.
- (2) *Meander Hazard Zones.* Properties within riparian meander hazard zones as designated by the Clallam County critical areas maps. Points shall not be assigned if the associated stream also qualifies the subject property for benefit points under subsection (4) of this section, Streams.
- (3) *Open Space, Wildlife Corridor, or Greenbelts.* Properties within open space zoning districts, wildlife corridors, or greenbelts, as identified by federal, State, or local agencies. Optionally, public benefit rating points will be awarded if an applicant demonstrates to the satisfaction of the legislative authority the existence of a wildlife corridor within the subject property. Points shall not be assigned if the associated stream also qualifies the subject property for benefit points under subsection (4) of this section, Streams.
- (4) *Streams.* Properties which contain or abut Types 1 through 5 streams as defined by WAC 222-16-030, Water Typing Systems, and regulated through Chapter 27.12 CCC and CCC Title 35, Clallam County Shoreline Master Program (SMP).
- (5) *Habitat.* Properties which contain any of the following:
 - (a) Private wildlife reserves. Such reserves must be officially designated areas, as defined by federal, State, or local agencies, under private ownership, that are maintained in a manner as to provide habitat for animal species native to the North Olympic Peninsula.
 - (b) Properties which contain Class I or II Wildlife Habitat Conservation Areas as provided by the Clallam County Critical Areas Code, CCC 27.12.310(b) and (c), Classification Areas.
 - (c) Those areas where County-sanctioned ongoing habitat restoration, protection, or demonstration projects are in progress.
- (6) *Endangered Species.* Properties which contain documented occurrence of a State or federal endangered species; State or federal threatened species; or State or federal proposed endangered or threatened species.
- (7) *Rare or Unique Plant Communities.* Properties which contain plant communities listed as rare or unique by the Washington Natural Heritage Program.
- (8) *Wetlands.* Properties which contain regulated Class I through IV wetlands as defined by Chapter 27.12 CCC, Critical Areas Code. Landowners whose properties contain unclassified wetlands may choose to either:

- (a) Provide the legislative authority with documentation that specifies the classification of the subject wetland. If necessary, such documentation shall be prepared, at the landowner's expense, by a professional consultant approved by Clallam County; or
 - (b) Accept public benefit points equal to that provided for Class III wetlands.
- (9) *Shorelines*. Properties which contain or abut shorelines classified as any of the following in accordance with the Clallam County Shoreline Master Program:
- (a) Natural environment;
 - (b) Conservancy environment;
 - (c) Rural environment;
 - (d) Suburban environment;
 - (e) Urban environment;
 - (f) Shorelines of State-wide significance.

Points shall not be assigned if the associated stream also qualifies the subject property for benefit points under subsection (4) of this section, Streams.

(10) *Well Head Protection Areas*. Properties within a designated well head protection area as may be identified by Clallam County maps.

(11) *Historical or Archaeological Sites*. Properties which contain either of the following:

- (a) Historical sites which are listed, or are eligible for listing, on the Washington Heritage Register or the National Register of Historic Places; or
- (b) Documented or potential archaeological sites listed, or eligible for listing, with the Washington State Office of Archaeology and Historic Preservation.

(12) *Scenic Vistas*. Properties which provide either of the following scenic resources:

- (a) Unique scenic vistas and features. Public access shall be required for point eligibility under this subsection. Tax benefit reductions shall apply only to the portion(s) of the subject property that is provided for public access; or
- (b) Unique scenic resources within the visual corridor of a federal, State, or County designated scenic highway, such as Highways 101 and 112, and the Dungeness Scenic Loop. Applicants must provide photographic documentation if requested by the County legislative authority.

(13) *Landslide Hazards*. Properties which contain landslide hazard areas as defined by Chapter 27.12 CCC, Critical Areas Code, and documented on the Clallam County critical areas maps.

(14) *Farm and Agricultural Conservation Land*. To be eligible for public benefit points under this subsection a property must meet all of the following criteria:

- (a) Properties must meet the definition of “farm and agricultural conservation land” as specified by CCC 27.08.050(4), Definitions; and
- (b) Properties must be “subdividable,” that is, the area of each subject property must be equal to or greater than two (2) times the maximum residential density of the underlying zoning district. This provision does not apply to those properties within the Agricultural Retention (AR) zoning district.
- (c) Applications shall be accompanied by a statement of intent, which includes all interim measures that will be followed to protect and manage the land in a manner that allows resumption of commercial agricultural use. The statement shall provide the following information:
 - (i) The name, address, and daytime telephone number of the landowner;
 - (ii) The tax parcel number of the subject property;
 - (iii) The size of the subject property;
 - (iv) A nontechnical soils description and agricultural capability classification as assigned in the Soil Survey of Clallam County Area, published by the U.S. Department of Agriculture;
 - (v) A copy of the published soils map showing the boundaries of the subject property;
 - (vi) A schedule of measures that are and will be used to accomplish the goals and objectives; and
 - (vii) The steps that will be taken to conserve the agricultural soils to allow a return to commercial agricultural production.

Public benefit rating points for farm and agricultural conservation lands shall be assigned in terms of parcel size and soil capability classifications (as provided by the U.S. Department of Agriculture’s Soil Survey of Clallam County Area, Washington). Benefit points shall be assigned in accordance with the following table:

Points Table for Farm and Agricultural Conservation Lands

Soils	Parcel Size				
	0 – 4.99 Acres	5.0 – 9.99 Acres	10.0 – 14.99 Acres	15.0 – 19.99 Acres	20.0 Acres and greater
“Prime” or Class I	3	6	9	12	15
Class II	2	3	6	9	12
Class III	1	2	3	6	9
Class IV	0	1	2	3	6

(15) *Public Access.* Public benefit points may be earned in accordance with the following:

(a) *Privately Owned Recreation Facilities.* Properties that are maintained in a substantially natural state, and are made available to the public for a fee for the purpose of hiking, fishing, horseback riding, hunting, picnicking, or other outdoor recreational activities that do not significantly alter the natural topography, hydrology, or the variety and distribution of the existing native vegetation.

(b) *General Public Access.* Properties which are made available to the public in accordance with CCC 27.08.090, Public Access Policy.

(16) *Development Pressure/Zoning.* The following categories of parcel area preservation shall be eligible for public benefit rating points:

(a) Eligible properties are those zoned R1, RW1, R2, RW2, QR, R5, RW5, RCC5, RCC3, RLM, RSC, R20, CFM5, CFM20, and CF. Also included are RC, RNC, TC, and CEN properties when associated with a residential land use, or are undeveloped. To be eligible for points under this subsection, the subject property must be large enough to be legally subdividable. Points shall not be assigned under this subsection if the subject property(s) qualifies for benefit points under subsection 16(b) of this section.

(b) Public benefit points may be earned by combining contiguous parcels under single ownership through the lot combination process in accordance with Chapter 29.43 CCC, Boundary Line Adjustments and Lot Combination. The resulting parcel created through the lot combination process may contain one single-family residence. The area of the resulting parcel created through the lot combination process must be equal to or greater than two (2) times the maximum residential density of the underlying zoning district.

The landowner shall initiate the lot combination process prior to, or concurrently with, the open space application, and shall provide at the time of open space application appropriate documentation of the proposed or final lot combination.

Lot combination under this section shall not create a "split zone" parcel. In the event a rezone is required, the lowest density zoning shall prevail. The landowner shall initiate the rezone procedure concurrently with the open space application, and shall so demonstrate to the legislative authority with the appropriate documentation.

(c) Undeveloped properties which abut (minimum of fifty (50) feet of common property line) existing public park lands, forests, wildlife preserves, sanctuaries, or other open space lands classified under Chapter 84.33 RCW or Chapter 84.34 RCW shall be eligible for public benefit points. For the purposes of this subsection, "undeveloped property" shall mean any property that has not undergone human-induced change, including, but not limited to, the construction of buildings or other structures, placement of manufactured homes or mobile homes, mining, dredging, clearing, filling, grading, paving, excavation, drilling operations, or other activities that substantially alter the natural topography, hydrology, or existing native vegetation.

(17) *Conservation Easements and TDRs.* Properties with diminished development rights resulting from either:

- (a) Transfer of development rights (TDRs) in accordance with provisions of the Clallam County Zoning Code, CCC Title 33; or
- (b) Perpetual conservation easements that:
 - (i) Preserve land areas for outdoor recreation or for the education of the general public; or
 - (ii) Protect natural habitat for fish, wildlife, plants or similar ecosystems; or
 - (iii) Preserve open space (including farmland and forestland) where such preservation is for the scenic enjoyment of the general public or pursuant to a clearly delineated federal, State, or local governmental conservation policy.
- c Tax benefit reductions for TDRs shall apply to that percentage of the subject property, which would otherwise be available for development prior to the transfer. Tax benefit reductions for perpetual conservation easements shall apply only to that portion of a subject property that is conserved by the easement.

27.08.070 Factors to be considered for open space land classification.

In determining whether an application for open space land classification or reclassification should be approved, the Board of Commissioners may take cognizance of the benefits to the general welfare of preserving the current use of the property which is the subject of application, and shall consider the following:

- (1) The resulting revenue loss or tax shift;
- (2) Whether granting the application for land applying under RCW 84.34.020(1)(b) (CCC 27.08.050(2)(b)) will:
 - (a) Conserve or enhance natural, cultural, or scenic resources;
 - (b) Protect streams, stream corridors, wetlands, natural shorelines and aquifers;
 - (c) Protect soil resources and unique or critical wildlife and native plant habitat;
 - (d) Promote conservation principles by example or by offering educational opportunities;
 - (e) Enhance the value of abutting or neighboring parks, forest, wildlife preserves, nature reservations, sanctuaries, or other open spaces;
 - (f) Enhance recreation opportunities;
 - (g) Preserve historic and archaeological sites;
 - (h) Preserve visual quality along highway, road, and street corridors or scenic vistas;
 - (i) Affect any other factors relevant in weighing benefits to the general welfare of preserving the current use of the property; and

- (3) Whether granting the application for land applying under RCW 84.34.020(1)(C) (CCC 27.08.050(2)(c)) will:
- (a) Either preserve land previously classified under RCW 84.34.020(2) or preserve land that is traditional farmland and not classified under Chapter 84.34 or 84.33 RCW;
 - (b) Preserve land with a potential for returning to commercial agriculture, and
 - (c) Affect any other factors relevant in weighing benefits to the general welfare of preserving the current use property.

27.08.080 Open space land public benefit rating system.

(1) The categories provided by CCC 27.08.060, Open Space Land Public Benefit Resources, are presented in the following table, which shall be considered in determining public benefit ratings for open space land applications. Public benefit points specified herein shall be assigned for each criterion met by the subject property, up to a maximum value within each of six (6) brackets. Earned points from each bracket are then totaled and matched to the open space land classification rate schedule in subsection (2) of this section. Except where noted, the specific feature considered must be contained within the subject property to be eligible. Properties which meet a given criterion shall receive the full number of points provided for that criterion.

The following criteria are presented in six (6) brackets, based on the level of identified public benefit. Resource and feature categories within each bracket include physical characteristics such as streams and shorelines, cultural resources such as historical and archaeological sites, and undivided land parcels.

After determining, from the following ranked public benefit listings, the appropriate criteria for their property, applicants are urged to refer to the indicated reference for detailed descriptions of the criteria by which the application will be evaluated in terms of eligibility for public benefit rating.

Public Benefit Rating Table

Item No.	Item	Reference	Pts.	Maximum Allowed in Category
Highest Public Benefit				
1.	Conservation easements, TDRs	CCC <u>27.08.060(17)</u>	23	23
Very High Public Benefit				
2. A.	Lot combination	CCC <u>27.08.060(16)(b)</u>	15	15
2. B.	Public access	CCC <u>27.08.060(15)(b)</u>	15	
High Public Benefit				
3.	Farm and agricultural conservation lands	CCC <u>27.08.060(14)</u>	0 - 15	15

Public Benefit Rating Table

Item No.	Item	Reference	Pts.	Maximum Allowed in Category
Medium/High Public Benefit				
4. A.	Floodways, floodplains and meander zones	CCC <u>27.08.060(1)</u> , (2)	3	12
4. B.	Type 1 or 2 streams	CCC <u>27.08.060(4)</u>	3*	
4. C.	Habitat or endangered species protection	CCC <u>27.08.060(5)</u>	3	
4. D.	Class I or II wetlands	CCC <u>27.08.060(8)</u>	3	
4. E.	Natural or conservancy environment shorelines, or shorelines of State-wide significance	CCC <u>27.08.060(9)</u>	3	
4. F.	Historical sites	CCC <u>27.08.060(11)</u>	3	
4. G.	Archaeological sites	CCC <u>27.08.060(11)</u>	3	
4. H.	Scenic vistas	CCC <u>27.08.060(12)</u>	3	
4. I.	Open space, greenbelts, or wildlife corridors	CCC <u>27.08.060(3)</u>	3	
4. J.	Development pressure/zoning	CCC <u>27.08.060(16)(a)</u>	3	
4. K.	Rare or unique plant communities	CCC <u>27.08.060(7)</u>	3	
Medium Public Benefit				
5. A.	Type 3 or 4 streams	CCC <u>27.08.060(4)</u>	2	6
5. B.	Landslide hazard areas	CCC <u>27.08.060(13)</u>	2	
5. C.	Class III wetlands	CCC <u>27.08.060(8)</u>	2	
5. D.	Well head protection areas	CCC <u>27.08.060(10)</u>	2	
5. E.	Rural environment shorelines	CCC <u>27.08.060(9)</u>	2	
5. F.	Public access (privately owned recreation facilities)	CCC <u>27.08.060(15)(a)</u>	2	
5. G.	Development pressure (abuts parks, public forests, etc.)	CCC <u>27.08.060(16)(c)</u>	2	
Low Public Benefit				
6. A.	Type 5 streams	CCC <u>27.08.060(4)</u>	1	2
6. B.	Class IV wetlands	CCC <u>27.08.060(8)</u>	1	
6. C.	Suburban or urban environment shorelines	CCC <u>27.08.060(9)</u>	1	

* May be increased to 6 points if the landowner agrees to maintain a riparian buffer twice that provided by the Clallam County Critical Areas Code, Chapter 27.12 CCC.

(2) *Open Space Land Classification Rate Schedule.* The following rate schedule shall apply to eligible lands under the open space land category. Maximum reduced land valuation possible shall equal ninety (90) percent.

Open Space Classification Rate Schedule

Public Benefit Rating	Reduction in Land Valuation
< 2	0%
2	5%
3 – 4	10%
5 – 7	20%
8 – 10	30%
11 – 13	40%
14 – 16	60%
17 – 19	70%
20 – 22	80%
23	90%

27.08.090 Public access policy.

(1) Except as provided in subsections (3)(a) through (3)(d) of this section, applicants for open space land classification may agree to provide public access to the subject property and the features and resources contained therein. Such applications shall earn public benefit rating points in accordance with provisions of this chapter. Applications involving public access shall be accompanied by the landowner's proposed rules of conduct and a description of how public access is to be managed within the limitations set forth in this section. The one-acre home site exclusion may apply in administering public access management by limiting access to those portions of the property outside the home site exclusion. Approved applications shall be conditioned to require approved signage pursuant to CCC 27.08.100, Signage.

(2) The County Assessor's Office shall provide applicants with terms of the Clallam County Public Access Policy as part of the application packet.

(3) In certain instances, public access may be detrimental to the resource(s) involved; therefore, public access points shall not be assigned to properties in which any of the following conditions occur:

- (a) The subject property involves an endangered or threatened species as provided by CCC 27.08.060(6), Endangered Species;

- (b) The subject property qualifies as open space due to the promotion of soils, wetlands, beaches, or tidal marshes; except, applicants may earn public access points by demonstrating to the satisfaction of the legislative authority that public access shall be managed such that there will be no adverse effects on the associated natural feature;
- (c) The subject property contains a known archaeological site as listed by the Washington State Office of Archaeological and Historic Preservation; or
- (d) Access to the subject property would involve trespass on or over neighboring properties.

27.08.100 Signage.

Open space signs are required only when public access is granted under the provisions of this chapter. Signs shall conform to Clallam County land use codes and the following criteria. All signs shall:

- (1) Be provided by Clallam County as official open space-public access signage;
- (2) Be posted as follows: At least one open space sign shall be posted on the subject property's road frontage, or nearest public road as applicable, in a conspicuous location, visible to passing motorists. At minimum, signs shall identify access points, allowed uses, and landowner contact information.
- (3) Be purchased by the property owner for the appropriate fee as established in Chapter 5.100 CCC; and
- (4) Be maintained at the owner's expense in good condition for as long as the landowner is receiving public benefit points based on allowing public access to the subject property and its open space feature(s). Failure to maintain or replace removed or missing signs by the property owner may jeopardize the open space benefit points based on granting public access to the subject property pursuant to this chapter.

27.08.110 Hold harmless agreement.

All open space property owners who grant public access must execute a hold harmless agreement, freeing Clallam County of any liability which may arise as a result of open space approval. The County Assessor's Office shall provide applicants with a hold harmless agreement as part of the application packet.

In addition to the hold harmless agreement, applicants for public access benefit points shall provide proof of comprehensive general liability insurance for the subject property. The proof of insurance shall include a copy of the insurance endorsement from companies or through sources approved by the state insurance commissioner pursuant to RCW Title 48, as now or hereafter amended, setting forth that Clallam County, and its elected and appointed officers and employees have been named as an additional insured.

Each applicant shall show proof of the following coverage: bodily injury, including death, and property damage in the amount of \$1,000,000 per occurrence.

27.08.120 Open space land amendments.

Amendments to approved open space land applications shall be processed the same as new open space land applications in accordance with this chapter.

27.08.130 Home site exclusion.

When determining the eligibility of a parcel of land for the open space land that includes or proposes a residence, a one-acre home site exclusion shall be required. The one-acre minimum requirement may be increased upon review of the timber management plan and site improvements. A required home site exclusion may prevent eligibility of a taxation reduction for the open space land or timber land classification.

27.08.140 Procedure.

Applications for open space land current use assessments shall be evaluated in accordance with the provisions of Chapter 84.34 RCW and this chapter. Applications pending at the time of the adoption of the ordinance codified in this chapter shall be considered pursuant to the terms and conditions of the ordinance codified in this chapter.

- (1) Application forms and related materials shall be provided by, and returned to, the Assessor's office. Applications shall be assessed for completeness and eligibility jointly by the Assessor's office and the Department of Community Development prior to review by the Clallam County Planning Commission.
- (2) The processing schedule that follows intends to (i) provide that applications will be approved or denied within six months following the date the application is deemed complete; and (ii) allow sufficient time for County staff to evaluate the applications.

Applications will be accepted during either of two submittal periods as follows:

- (a) Applications received during the period January 1st through April 30th shall be reviewed for eligibility during the period May 1st through June 30th. Applications shall be deemed complete by July 1st of each year, and shall be approved or denied by the County legislative authority by December 31st.
- (b) Applications received during the period July 1st through October 31st shall be reviewed for eligibility during the period November 1st through December 31st. Applications shall be deemed complete by December 31st of each year, and shall be approved or denied by the County legislative authority by July 1st of the following year.

Applicants whose submittal is deemed incomplete or ineligible shall be notified as soon as reasonably possible in order to identify additional information required to make the application complete, or to give the applicant an opportunity to withdraw the application.

(3) The Planning Commission shall act upon applications after a public hearing. Notice of the hearing shall have been given by publishing a summary of the open space applications in a newspaper of general circulation in the area at least 15 days prior to the open record hearing before the Commission. Notification shall also be forwarded to each applicant.

(4) Following the public hearing the Planning Commission shall make a recommendation on each application to the Board of Commissioners. Such recommendations shall be forwarded to the Board following a 14-day appeal period.

Applications involving properties within incorporated portions of Clallam County will require the approval of the appropriate jurisdiction and will be forwarded to the appropriate jurisdiction for review.

(5) Upon receipt of the Planning Commission recommendations, the Board shall schedule a date for decision on the applications. The date of decision shall be within 30 calendar days from the date of receipt of the Planning Commission recommendations. The Board shall approve or deny the application after reviewing comments taken at the Planning Commission public hearing.

(6) If the Board of Commissioners approves the application, an open space land agreement between the County and the landowner(s) shall be signed. Said agreement may contain conditions of approval necessary to assure that the classification of open space land furthers the purposes of the Open Space Act, Chapter 84.34 RCW. If the Board of Commissioners denies the application, in whole or in part, the applicant has the right to appeal only to the Clallam County Superior Court, as specified by WAC 458-30-250(4)(b).

27.08.150 Enforcement.

Each application for classification and reclassification as open space land shall include authorization for the County Assessor or the Director of the Department of Community Development, or their designee, to periodically enter and inspect the subject land, in order to determine if the subject land is in compliance with all terms and conditions of the current use classification.

Parcels of land which have been approved for current use classification, but which are found to be in violation of any term or condition of its current use classification, shall be removed from the current use classification pursuant to Chapter 84.34 RCW. Parcels of land classified as open space land may be removed from such classification if land use activities result in ground or surface water quality falling below water quality standards pursuant to Chapters 173-200 and 173-201A WAC.

Parcels of land removed from current use classification shall be subject to all penalties set forth in Chapter 84.34 RCW, including the compensation tax pursuant to RCW 84.34.108.

Within 30 days after such removal, the Assessor shall notify the owner in writing, setting forth the reasons for such removal. The seller, transferor or owner may appeal such removal to the County Board of Equalization.

27.08.190 Severability.

If any section, subsection, paragraph, sentence, clause or phrase of this chapter is for any reason held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portion of this chapter; it being hereby expressly declared that this chapter and each section, subsection, paragraph, sentence, clause and phrase thereof would have been adopted irrespective of the fact that any one or more other sections, subsections, paragraphs, sentences, clauses or phrases be declared invalid or unconstitutional.

The Clallam County Code is current through Ordinance 1017, passed June 4, 2024.

Disclaimer: The Commissioner's Office has the official version of the Clallam County Code. Users should contact the Commissioner's Office for ordinances passed subsequent to the ordinance cited above.

County Website: www.clallam.net

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