



Kittitas County Conservation District

2211 W Dolarway Rd, Suite 4

Ellensburg WA 98926

(509) 925-3352 www.kccd.net

March 10, 2025

Dear Prospective Bidder,

The Kittitas County Conservation District is soliciting proposals for Agricultural Conservation Easement Appraisals for the "Swauk Prairie Farms" agricultural conservation easement (parcel information included) in Kittitas County, Washington.

The KCCD and Washington State Conservation Commission (WSCC) are co-clients in this bid solicitation and we will require that all appraisals be valued in accordance with the Uniform Standards of Professional Appraisal Practice (USPAP) and the [Recreation and Conservation Office Manual 3 Acquisition Projects, Section 5 Appraisal Requirements](#). The funding for this solicitation is made available from the Washington State Conservation Commission through a Recreation and Conservation Office Farmland Preservation Program Grant. The Washington State Conservation Commission, Washington State Recreation and Conservation Office, and the Kittitas County Conservation District will be the intended users of the appraisal.

With your proposal KCCD and WSCC request a timeline of activities (field visit, etc.), estimated completion date of appraisals and job references of similar appraisals. The selected Bidder will be required to submit 5 copies of the appraisals to KCCD.

The appraisals are being conducted for the purpose of acquiring Agricultural Conservation Easements on approximately 601 total acres of farmland. Included in this solicitation is a draft "Warranty Deed of Agricultural Conservation Easement" to be used, copy of title report(s) and location map(s). The prohibitions and limitations included in the easement relate to, but are not limited to the following items:

- Conversion, subdivision, residential development rights, agricultural use, impervious surfaces, erosion, alternative energy production, waste disposal, transfer of ownership, improvements, home-size restriction, and water rights.

Additionally, we would like to receive appraisals for multiple scenarios. We would like to know the value of the easement under each of these provisions:

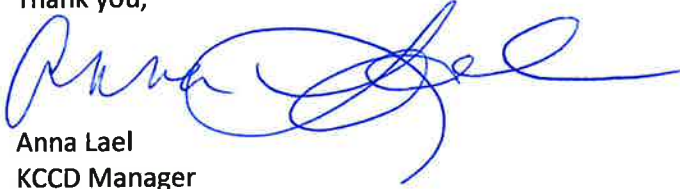
- Retention of two Residential Development Rights
- Retention of two Residential Development Rights and the inclusion of the Home-Size Restriction provision, which is included in the easement as section 6.6.2.3.
- Retention of three Residential Development Rights
- Retention of three Residential Development Rights and the inclusion of Home-Size Restriction provision, which is included in the easement as section 6.6.2.3.

Please mail (2211 W Dolarway Rd, Ellensburg, WA 98926) or e-mail (anna.lael@kccd.net) your proposal back to the KCCD by 4:00 PM April 7, 2025. Firms submitting via e-mail are solely responsible to ensure

that the proposal is received on time. The District is not responsible for electronic submissions not received by the deadline for any reason.

The successful Bidder shall be notified by 4:00 pm April 10, 2025. Please direct questions to Anna Lael at anna.lael@kccd.net or 509-925-3352 ext. 7.

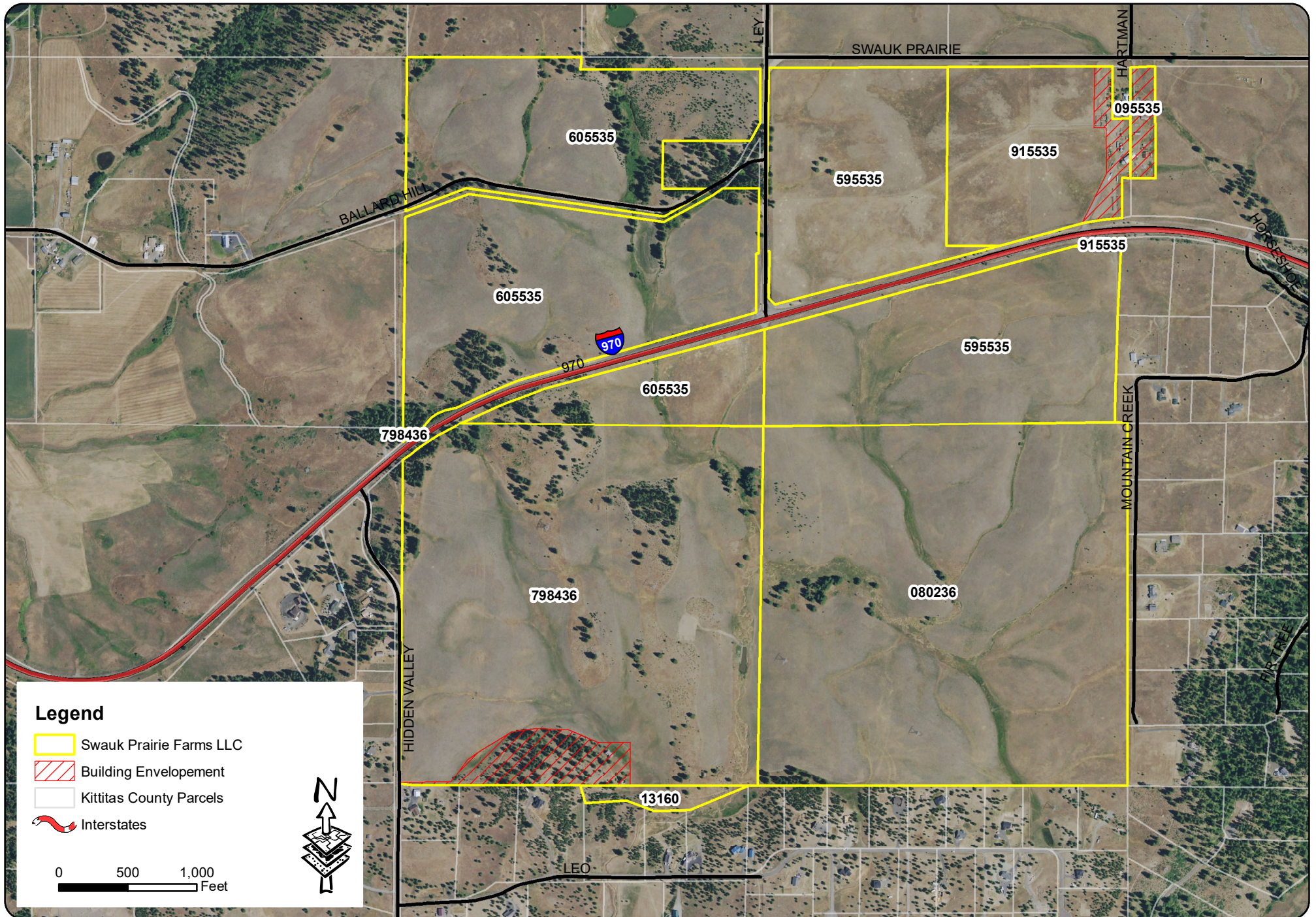
Thank you,

A handwritten signature in blue ink, appearing to read "Anna Lael", with a large, stylized flourish at the end.

Anna Lael
KCCD Manager

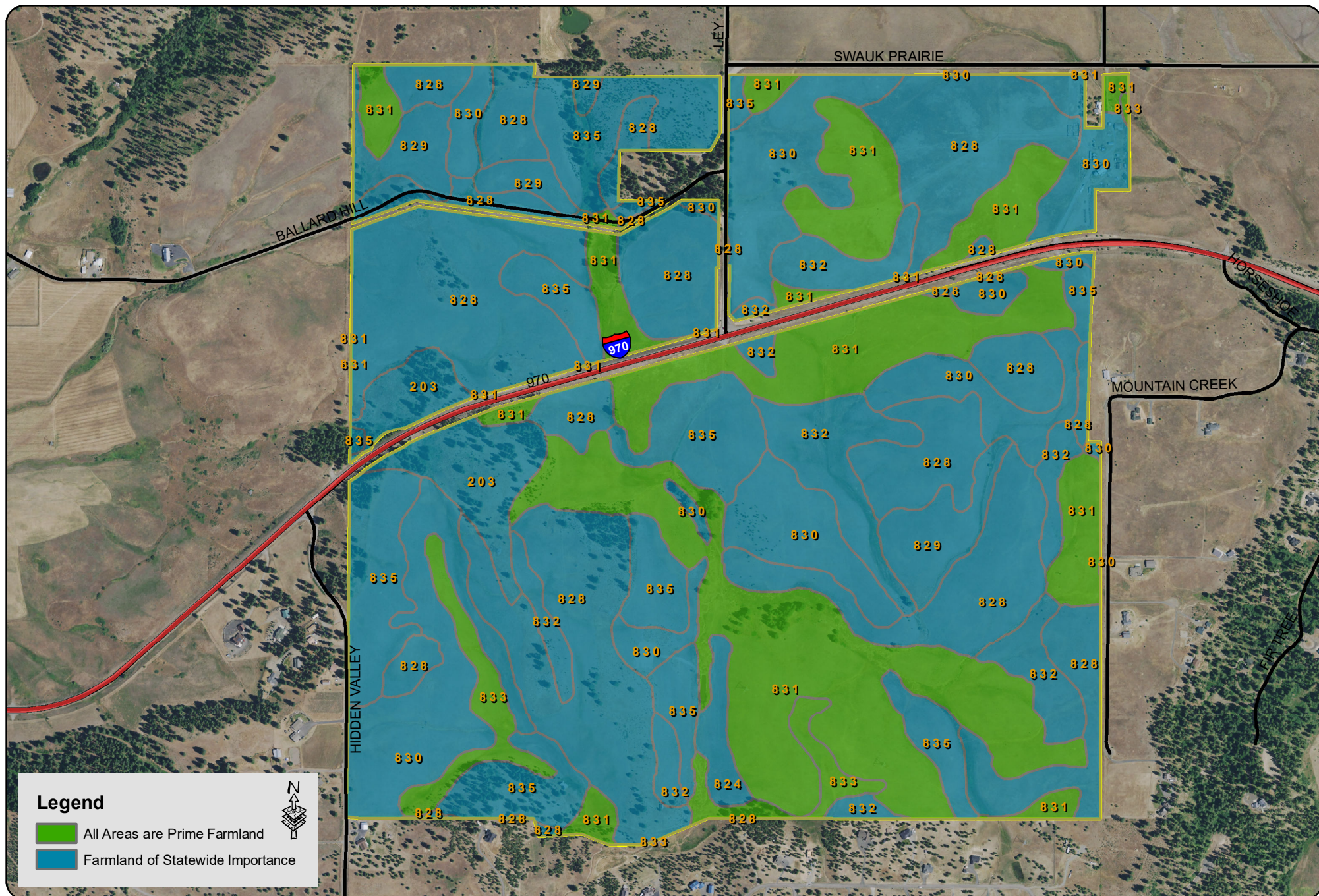
SWAUK PRAIRIE FARMS PROJECT: 22-1544

Parcel Map



SWAUK PRAIRIE FARMS PROJECT: 22-1544

Soils Map



AFTER RECORDING RETURN TO:

**Washington State Conservation Commission
PO Box 47721
Olympia WA 98504**

Please print or type information **WASHINGTON STATE RECORDER'S Cover Sheet** (RCW 65.04)

| |
|---|
| Document Title(s) (or transactions contained therein): Grant Deed of Agricultural Conservation Easement |
| Reference Number(s) of Documents assigned or released: Additional reference numbers on page(s) _____ of document. |
| Grantor(s) (Last name, first name, initials) 1. Jim Hanson 2. Mike Hanson <input type="checkbox"/> Additional names are on page(s) _____ of document. |
| Grantee(s) (Last name first, then first name and initials) 1. Washington State Conservation Commission <input type="checkbox"/> Additional names are on page(s) _____ of document. |
| Legal description (abbreviated: i.e. lot, block, plat or section, township, range) <input type="checkbox"/> Additional legal description is on page(s) _____ of document. |
| Assessor's Property Tax Parcel/Account Number <input type="checkbox"/> Assessor Tax # not yet assigned 915535; 595535; 080236; 798436; 605535; 095535; 13160 |
| The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein. |

GRANT DEED OF AGRICULTURAL CONSERVATION EASEMENT

This GRANT DEED OF AGRICULTURAL CONSERVATION EASEMENT (“Easement”) is made by _____ [insert GRANTOR], a _____ [insert marital status of individual(s) or form of entity], having an address of _____ (“Grantor”), in favor of the Washington State Conservation Commission, a Washington state agency, having an address of P.O. Box 47721, Olympia, WA 98504 (“Grantee”). The following third party beneficiary has certain rights hereunder, including third party right of enforcement: The Washington State Recreation and Conservation Office (RCO), a Washington state agency, having an address of P.O. Box 40917, Olympia, WA 98504 (“RCO” or “Third Party Beneficiary”).

1. RECITALS

- 1.1. Grantor is the owner in fee simple of the certain real property (hereinafter, “Protected Property”) located in Kittitas County, Washington, more particularly described in Exhibit “A” (Legal Description) and shown on Exhibit “B” (Site Map), which are attached to this instrument and incorporated herein by this reference. The Protected Property consists of approximately 601.33 acres in 7 parcels.
- 1.2. The Protected Property possesses significant agricultural values of great importance to Grantor, Grantee, the people of Kittitas County, and the people of the State of Washington (collectively, “Agricultural Conservation Values”). The Agricultural Conservation Values include agricultural productivity, prime, unique and important agricultural soils of regional and State-wide importance, the suitability of the Protected Property for producing _____, the size of the commercially productive portion of the Protected Property, existing and potential economic productivity, the viability of the site for continued agricultural production, including farm-to-market access, proximity to roads and utilities, water availability, and drainage.
- 1.3. The Protected Property consists primarily of farmland (as defined in RCW 79A.15.010) used for grazing and crop production. A total of approximately 450 acres are designated as Farmland of Statewide Importance and approximately 151 acres that are classified as Prime Farmland by the Natural Resource Conservation Service, U.S. Department of Agriculture.
- 1.4. The Agricultural Conservation Values are documented in an inventory of relevant features of the Protected Property on file at the offices of the Grantee and incorporated herein by this reference (“Baseline Documentation”). The Baseline Documentation consists of reports, maps, photographs, and other documentation that provide, collectively, an accurate representation of the Protected Property at the time of this grant and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this grant. The Parties acknowledge that the Baseline Documentation is complete and accurate as of the date of this Easement. The Baseline Documentation may be used to establish that a change in the use or condition of the

Protected Property has occurred, but its existence shall not preclude the use of other evidence to establish the condition of the Protected Property as of the 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 Baseline Documentation to show a change in the use or condition of the Protected Property.

- 1.5. Permanent protection of the Protected Property will further the purposes of the Washington State Farm and Forest Account (FFA) established under RCW 79A.15.130, which provides that moneys appropriated to the FFA “must be distributed for the acquisition and preservation of farmlands and forestlands in order to maintain the opportunity for agricultural and forest management activity upon these lands.” The legislatively declared policies of the State of Washington in the Washington State Open Space Tax Act, Chapter 84.34 RCW (OSTA), provide that “it is in the best interest of the state to maintain, preserve, conserve, and otherwise continue in existence adequate open space lands for the production of food, fiber and forest crop, and to assure the use and enjoyment of natural resources and scenic beauty for the economic and social well-being of the state and its citizens.” Under the OSTA, lands eligible for preferential real property tax treatment include lands such as the subject Protected Property where the preservation in its present use would conserve and enhance natural resources and promote conservation of soils. Pursuant to this legislative directive, Kittitas County has adopted an Open Space Tax Program, that recognizes the importance of and provides preferential tax treatment for the following resources that occur on the Property: land which is devoted primarily to the production of livestock or agricultural commodities for commercial purposes.
- 1.6. This Easement is acquired in part with a grant from RCO pursuant to that certain grant agreement (#22-1544) between RCO and Grantee dated September 11, 2023 (“RCO Grant Agreement”). RCO is a third-party beneficiary of certain rights under this Easement.
- 1.7. The Parties agree that, in order to maintain the opportunity for agricultural activity upon the Protected Property pursuant to RCW 79A.15.130, it is appropriate to include in this Easement any and all adjudicated and un-adjudicated water rights, whether appropriative or riparian, including but not limited to ditches and ditch rights, springs and spring rights, reservoir and reservoir rights, wells and groundwater rights, water allotments, units or shares, memberships, shares, or rights to receive water from any water company, ditch company, or irrigation district, permits, certificates, or claims under Chapter 90.14 RCW, and any other types of rights related to the ownership of water, appurtenant to or customarily or historically used or associated with or upon the Property, including but not limited to those specifically described in Exhibit “C” (Water Rights), which is attached to this instrument and incorporated herein by this reference (collectively, the “Water Rights”). For purposes of this Easement, the Water Rights shall also include any and all of the rights associated with the historical and beneficial

use of any of the embankments, flumes, headgates, measuring devices or any other structures that are appurtenant to those water rights, together with all easements and rights of way therefor.

1.8. The Parties intend that the Agricultural Conservation Values be preserved and maintained in perpetuity by permitting only those land uses on the Protected Property that do not impair or interfere with the Agricultural Conservation Values.

1.9. Grantor, as owner of the Protected Property, has the right to protect and preserve the Agricultural Conservation Values, and desires and intends to transfer such rights to Grantee in perpetuity.

2. CONVEYANCE AND CONSIDERATION

2.1. For the reasons stated above, and in consideration of the mutual covenants, terms, conditions and restrictions contained herein, 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 acknowledged hereby, to Grantee a conservation easement in gross in perpetuity over the Protected Property, consisting of the rights in the Protected Property, hereinafter enumerated, subject only to the title matters set forth in Exhibit D (Permitted Exceptions), which is attached to this instrument 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.

2.3. Grantor expressly intends that this Easement runs with the land and that this Easement shall be binding upon Grantor's and Grantee's successors and assigns in perpetuity.

3. PURPOSE

3.1. **Purpose.** The Purpose of this Easement is to protect the Agricultural Conservation Values of the Protected Property forever and prevent any use of the Protected Property that will impair or interfere with its Agricultural Conservation Values, thereby maintaining the opportunity for agricultural activity upon the Protected Property pursuant to RCW 79A.15.130.

3.2. **Stewardship Plan.** To further the Purpose of this Easement, the Parties have developed a plan for stewardship of the Protected Property (the "Stewardship Plan") [dated _____, on file at the offices of Grantee and incorporated herein by this reference].

3.3. Interpretation of the Easement

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

3.3.2. The Parties intend that this Easement be interpreted to confine the Grantor's use of the Protected 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 Purpose and terms of this Easement.

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

4. RIGHTS CONVEYED TO GRANTEE

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

4.1. **Protection.** Grantee shall have the right to identify, protect, preserve, maintain and conserve in perpetuity and to enhance, restore, or improve by mutual agreement the Agricultural Conservation Values of the Protected Property.

4.2. **Access by Grantee.** As provided for and limited herein, Grantor hereby grants to Grantee reasonable and non-exclusive access at reasonable times across the Protected Property solely for the purposes of fulfilling Grantee's obligations under this Easement and exercising its affirmative rights under this Easement. Specifically, Grantee shall have the right:

4.2.1. To enter upon, inspect, observe and study the Protected Property, with such persons as Grantee may require, at mutually agreeable dates and times and upon reasonable prior notice to the Grantor, for the purpose of (a) identifying the current uses and practices on the Protected Property and the condition of the Protected Property, and (b) monitoring the uses and activities on the Protected Property to determine whether they are consistent with this Easement.

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

- 4.2.3. To enter upon the Protected Property at such other times as are necessary if there is reason to believe that a violation of the Easement is occurring, for the purposes of enforcing the provisions of this Easement. Prior to entry, Grantee must provide Grantor notice, and describe the basis of the reasonable belief that a violation is occurring on the Protected Property.
- 4.2.4. Grantee shall exercise its access rights in compliance with applicable law and in a manner that will not materially disturb or interfere with Grantor's reserved rights, any other person's lawful use of the Protected Property, or Grantor's quiet enjoyment of the Protected Property.
- 4.2.5. Grantor shall not unreasonably withhold or delay its consent to dates and times of access proposed by Grantee.
- 4.3. **Residential Development Rights.** Grantor hereby grants to Grantee all residential development rights except the two(*or three*) exercised development rights for two(*or three*) residential dwelling units specifically reserved herein, and the Parties agree that such rights may not be used on or transferred off of the Protected Property as it now or hereafter may be bounded or described, or to any other property adjacent or otherwise, or (except as expressly permitted herein) used for the purpose of calculating permissible lot yield or density of the Protected Property or any other property.
- 4.4. **Injunction and Restoration.** Grantee shall have the right to prevent, or cause Grantor to prevent, any use of, or activity on, the Protected Property that is inconsistent with the Purpose and terms of this Easement, including trespasses by members of the public, and shall have the right to undertake or cause to be undertaken the restoration of such areas or features of the Protected Property as may be materially damaged by activities contrary to the provisions hereof, all in accordance with Section 9.
- 4.5. **Enforcement.** Grantee shall have the right to enforce the terms of this Easement, in accordance with Sections 8 and 9.
- 4.6. **Assignment.** Grantee shall have the right to assign, convey, or otherwise transfer Grantee's interest in the Protected Property in accordance with Section 13.

5. PERMITTED USES

- 5.1. **General.** Grantor reserves for itself and its successors and assigns, any and all rights not otherwise conveyed to Grantee this Easement and any and all uses of, or activities on, the Protected Property that are not inconsistent with the Purpose and terms of this Easement, and that are not prohibited herein. Without limiting the generality of the foregoing, Grantor specifically reserves for itself and its successors and assigns the

following uses and activities, which shall be considered permitted uses and activities under the Easement.

5.2. **Agricultural Activities.** Grantor may engage in, and allow others to engage in, Agricultural Activities (as defined below) on the Protected Property, as further provided for and limited in this Section and in Section 6.

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

5.2.2. Agricultural Activities shall also include such “Accessory Uses,” as defined in RCW 36.70A.177,¹ that are related to the permitted Agricultural Activities on the Protected Property, that maintain the primacy of, and are subordinate to, the farmland character and use of the Protected Property, that are compatible with the Agricultural Conservation Values, and that provide supplemental income.

5.2.3. All Agricultural Activities shall be carried out in accordance with applicable law and in compliance with the Purpose and terms of this Easement. Grantor retains

¹ **NOTE: RCW 36.70A.177(3)(b) provides that “Accessory uses may include” the following:** “(i) Agricultural accessory uses and activities, including but not limited to the storage, distribution, and marketing of regional agricultural products from one or more producers, agriculturally related experiences, or the production, marketing, and distribution of value-added agricultural products, including support services that facilitate these activities; and (ii) Nonagricultural accessory uses and activities as long as they are consistent with the size, scale, and intensity of the existing agricultural use of the property and the existing buildings on the site. Nonagricultural accessory uses and activities, including new buildings, parking, or supportive uses, shall not be located outside the general area already developed for buildings and residential uses and shall not otherwise convert more than one acre of agricultural land to nonagricultural uses.”

discretion over the specific character and content of the management decisions and practices necessary to identify, protect, preserve, maintain and conserve in perpetuity and to enhance, restore, or improve the Agricultural Conservation Values consistent with the Purpose and terms of this Easement.

5.3. Maintenance and Construction of Buildings and Other Structures

5.3.1. **Maintenance of Existing Structures.** Grantor may maintain, repair, replace or decommission structures, houses, barns, water-pollution-control facilities, water impoundments, fences, corrals, roads, ditches, sloughs, pumps, levees, and other permanent improvements (“Improvements”) existing on the Property as of the Effective Date of this Easement, provided that such activities related to existing Improvements are carried out in compliance with the Purpose and terms of this Easement, including the impervious surface limitations provided for in Section 6.6.1. Such Improvements shall include utility systems that support the Improvements such as electric power lines, septic systems, water storage and delivery systems, telephone and communication cable systems and the like.

5.3.2. **Construction of New Structures and Expansion of Existing Structures.** Grantor may construct additional Improvements not existing as of the Effective Date of this Easement and may construct expansions or enlargements of Improvements existing on the Property as of the Effective Date of this Easement in compliance with the Purpose and terms of this Easement, subject to the impervious surface limitations and restrictions on new Improvements provided for in Section 6.6.

5.3.3. **Reservation of Dwelling Unit(s).** Grantor reserves the right to the use of two single-family dwelling units(s) on the Land, subject to the impervious surface limitations and restrictions on new Improvements provided for in Section 6.6, for the sole purpose of accommodating the Grantors and their successors in interest to the Land, the farm operator, or the families of such persons, or for accommodating agricultural employees of the owner or operator and their families. No more than two dwelling units(s) in total will be permitted regardless of whether the Land is subdivided by the Grantors or by any successor in interest of the Grantors.

5.4. **Water Rights.** The Parties agree that the Water Rights must be maintained on the Property to ensure the protection of the Agricultural Conservation Values. Grantor may exercise the Water Rights by putting them to any beneficial use that is not inconsistent with the Purpose and terms of this Easement, and that is not prohibited herein. Grantor may maintain, repair, and if destroyed, reconstruct any existing facilities relating to the Water Rights (such as ditches, wells and reservoirs) with notice to Grantee as provided for in Section 7, provided that such activities are carried out in compliance with the Purpose and terms of this Easement.

5.5. **Recreational or Educational Use.** Grantor may engage in, and allow others to engage in, recreational or educational activities on the Protected Property. Recreational uses are limited to uses such as hiking, fishing, horseback riding, and other forms of recreation that do not require site modification to accommodate motorized, mechanical or electronic accessories. All forms of developed recreation or recreation that adversely impacts the Agricultural Conservation Values are prohibited.

All recreational and educational activities on the Protected Property shall be carried out in compliance with the Purpose and terms of this Easement, and in a manner that maintains the primacy of, and remains subordinate to, the farmland character and use of the Protected Property.

5.6. **Forestry Use:** Grantor may remove trees from the Protected Property when required for safety, fire protection, salvage purposes, pest control, disease control, restoration, domestic use, or as necessary to benefit Agricultural Activities (the “Forestry Activities”). All Forestry Activities on the Protected Property shall be carried out in compliance with the Purpose and terms of this Easement. Grantor shall not engage in or permit any Forestry Activities that would preclude the opportunity for agricultural activity upon the Protected Property. The provisions of this Section 5.7 shall not apply to the commercial production of Christmas trees not subject to the excise tax imposed by Chapter 84.33 RCW.

5.7. **Emergencies:** Grantor may undertake any activities that are necessary to protect health or safety or prevent significant property damage on the Protected Property or are required by and subject to compulsion of any governmental agency; provided, however, that Grantor shall first reasonably attempt to notify Grantee prior to taking such action. If Grantee cannot provide consent, with or without conditions, within such time as is reasonable under the circumstances, Grantor may proceed with such action without consent.

6. PROHIBITED USES AND RESTRICTIONS ON PERMITTED USES

6.1. **General.** Any use of, or activity on, the Protected Property inconsistent with the Purpose or other terms of the Easement is prohibited, and Grantor acknowledges and agrees that it will not conduct, engage in, or permit any such use or activity. Without limiting the generality of the foregoing, the following uses of, or activities on, the Protected Property are either (a) inconsistent with the Agricultural Conservation Values, and Purpose of this Easement and prohibited herein or (b) limited as provided herein to make such uses or activities consistent with the Agricultural Conservation Values, and Purpose of this Easement.

6.2. **No Conversion to Incompatible Uses.** Grantor shall not convert the Protected Property to industrial or suburban/residential development or to any other use that is incompatible with maintaining the opportunity for agricultural activity on the Protected Property.

6.3. **i) Limitations on Subdivision.** Grantor shall not legally or in a “de facto” manner subdivide the Protected Property, which shall include, but not be limited to, any subdivision, short subdivision, platting, binding site plan, testamentary division, or other process by which the Protected Property is divided into lots, without prior written notice to and consent of Grantee as provided for in Section 7. Such consent shall not be granted unless Grantor demonstrates that the proposed subdivision is consistent with the Purpose and terms of this Easement. [*No subdivision of the Land that reduces any parcel to less than _____ acres shall be permitted.*] Grantor shall incorporate by express reference on the face of any plat, short plat, or other legal instrument by which the Protected Property is divided into lots the following restrictions: i) the terms of this Easement; ii) the number of dwelling units allocated to each subdivided parcel out of the total number of dwelling units specified above; iii) any additional restrictions necessary to meet the impervious surface limit of Section 6.6.1, as determined by Grantee as part of its consent; and iv) any additional restrictions necessary to achieve the Purpose of this Easement, as determined by Grantee as part of its consent. If land possessing water rights is subdivided, a water right of sufficient quantity to support agriculture must be allocated to each parcel created by the subdivision. 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.

ii) Prohibition on Subdivision. Separate conveyance of a portion of the Protected Property or division or subdivision of the Protected Property is prohibited.

6.4. **Water Rights.**

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

6.4.2. Except as expressly provided in this section, Grantor shall not transfer, encumber, sell, lease or otherwise separate the Water Rights from the Protected Property.

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

6.4.4. Grantor shall take affirmative actions to avoid such abandonment, relinquishment, loss or forfeiture, including but not limited to the following: i) exercising the Water Rights by putting them to beneficial use in accordance with

Chapter 90.14 RCW; ii) seeking to place or enroll the Water Rights in the Washington State trust water rights program on a temporary basis, provided that any acquisition of the Water Rights by the State shall be expressly conditioned to limit its use to instream purposes and its duration to a term no longer than 10 years; or (iii) seeking to lease the Water Rights for use on land other than the Protected Property for a term no longer than 10 years, with prior written notice to and consent of Grantee, after obtaining approval in accordance with RCW 90.03.380, 90.03.383, 90.03.390, or 90.44.100 for a temporary transfer or change of the Water Rights; provided, however, that any such lease shall require the lessee to make beneficial use of the Water Rights in accordance with Chapter 90.14 RCW and for Agricultural Activities only (collectively “Water Rights Maintenance Actions”). If Grantor is unable to take the Water Rights Maintenance Actions and the Water Rights are under threat of abandonment, relinquishment, loss or forfeiture, Grantor shall convey ownership of said Water Rights to Grantee for Grantee’s use in order to maintain the opportunity for agricultural activity on the Protected Property [*or elsewhere in _____ (adjacent) County/counties*].

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

6.5. Limitations on Agricultural Use.

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

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

6.6. Limitations on Improvements. Grantor may build or rebuild Improvements only in a manner consistent with the following absolute limit on Impervious Surfaces (as defined below) and other Improvement-related limitations:

6.6.1. Impervious Surfaces Limitation.

6.6.1.1. As used herein, "Impervious Surfaces" means hard surface areas that either prevent or retard the entry of water into the soil mantle as under natural conditions before development or that cause water to run off the surface in greater quantities or at an increased rate of flow from the flow present under natural conditions before development. Impervious Surfaces include, but are not limited to, roofs, walkways, patios, driveways, parking lots, storage areas, areas that are paved, graveled or made of packed or oiled earthen materials, or other surfaces that similarly impede the natural infiltration of surface and storm water. Impervious Surfaces do not include an open uncovered flow control or storage area or water quality treatment facility, provided that the construction and maintenance of such area or facility is consistent with the Purpose and terms of this Easement.

6.6.1.2. The total area of the Protected Property covered by Improvements of any kind and Impervious Surfaces shall be limited to no more than 3% of the area of the Protected Property; provided, however, that minor unenclosed agricultural improvements such as corrals, hayracks, headgates, fences, ditches, culverts, stock tanks, or other minor agricultural structures ("Minor Agricultural Improvements") may be constructed or placed on the Protected Property and not count against this total impervious surface limit. The total area covered by gravel shall be subject to this 3% limitation.

6.6.2. Limitations on Building Envelope Improvements

6.6.2.1. Building Envelope Improvements for Agricultural Activities. For all Agricultural Activities within the two building envelopes described and shown on the site map, in Exhibit "B", together comprising approximately 18 acres ("Building Envelopes"), Grantor may expand or enlarge Improvements existing on the Property as of the Effective Date of this Easement and may install, build or construct, expand, enlarge, maintain, repair, replace or decommission Improvements not existing as of the Effective Date of this Easement.

6.6.2.2. Building Envelope Improvements for Nonagricultural Activities. For personal and domestic uses and activities and other nonagricultural activities within the Building Envelopes, Grantor may expand or enlarge Improvements existing on the Property as of the Effective Date of this Easement and may install, build or construct, expand, enlarge, maintain, repair, replace or decommission Improvements not existing as of the Effective Date of this Easement if Grantor provides Grantee advance written notice of the proposed Improvements and consent is given by Grantee for such Improvements as provided for in Section 7.

6.6.2.3. Only one Residential Dwelling Unit is permitted within each Building Envelope. For purposes of this Easement, the term “Residential Dwelling Unit” means a structure (or a portion thereof) with sleeping accommodations and kitchen facilities, and that is provided, used, constructed, converted, remodeled, added onto or replaced for habitation or occupation by one or more persons, including a residence, apartment, suite, guest house, employee housing, and cabin. Any such Residential Dwelling Unit, whether that be an existing Residential Dwelling Unit (existing as of the Effective Date and depicted in Exhibit B) or a new Residential Dwelling Unit replacing the existing Residential Dwelling Unit, must have a permanent foundation, and its heated and livable area must not exceed 2,500 square feet in size. Any structures associated with the Residential Dwelling Unit (e.g., a garage, workshop, storage shed or Accessory Dwelling Unit as permitted by County ordinance) must also be located within the Building Envelope and are subject to the Impervious Surfaces limitation and set forth in this Section 6.6.1.

6.6.3. Limitations on New Improvements Outside the Building Envelopes

6.6.3.1. Outside the Building Envelopes, Grantor shall not expand or enlarge Improvements existing on the Property as of the Effective Date or install, build, or construct Improvements or not existing as of the Effective Date, unless such Improvements are consented to in writing in advance by Grantee as provided for in Section 7 and such Improvements are either (a) Temporary in nature (present on the Protected Property for less than one year); or (b) Reasonably necessary for Agricultural Activities (excluding Accessory Uses) in compliance with the total impervious surface limit of Section 6.6.1; provided, however, that Grantor may expand or enlarge Minor Agricultural Improvements without providing such notice or receiving such consent.

6.6.3.2. Nonagricultural Accessory Uses shall not be located outside the Building Envelopes and shall not otherwise convert more than one acre of agricultural land to nonagricultural uses.

6.6.4. Alternative Energy Production. Grantor may install, build, or construct Improvements for alternative energy production (micro-hydro, micro-wind or micro-solar power) exclusively for generating energy for the permitted uses on the Protected Property with advance written notice to and consent of Grantee for such Improvements as provided for in Section 7.

6.6.5. Limitations on Improvements Related to Advertising. Commercial signs, billboards, or other improvements installed, built, or constructed for the purpose of advertising nonagricultural activities or products are not allowed on the Protected Property, except in connection with the sale or lease of the Protected Property or to state the conditions of access to the Protected Property. Signage

consistent with the character of a working farm, and for Agricultural Activities, is allowed on the Protected Property.

6.7. **Limitations on Mining:** Grantor shall not conduct, engage in, or permit the commercial mining or commercial extraction of soil, sand, gravel, oil, natural gas, fuel, or any other mineral substance, using any surface mining method. Grantor may conduct or engage in mineral extraction if such extraction is not accomplished by any surface mining method and the method of extraction has a limited, localized impact on the land that does not damage, impair or endanger the Agricultural Conservation Values of the Protected Property. No extraction permitted pursuant to this Section shall occur without prior written notice to and consent of Grantee as provided for in Section 7. Notice shall include a description of the type of extraction, the areas within which such extraction shall occur, and the anticipated impact thereof.

6.8. **Limitations on Alteration of Land.** Grantor shall not alter the surface of the land, including, without limitation, grading, excavating or removing soil, sand, gravel, rock, stone, aggregate, peat, or sod, except as provided below.

6.8.1. Notwithstanding anything in this Section or Section 6.7 to the contrary, soil, sand, gravel, rock, stone, aggregate, peat or sod may be extracted without further consent from Grantee so long as such extraction is solely for use on the Protected Property, is in conjunction with permitted Agricultural Activities, is revegetated promptly after extraction is complete, and is accomplished in a manner that is consistent with the Purpose and terms of this Easement.

6.9. **No Significant Erosion or Pollution:** Grantor shall not engage in any use or activity that causes or is likely to cause significant soil degradation or erosion or significant contamination or pollution of any soils or surface or subsurface waters on the Protected Property.

6.10. **Limitations on Waste Disposal.**

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

6.10.2. Grantor shall not otherwise dispose of or Release (or permit the disposal or release of) any Hazardous Substance on the Protected Property. The term “Release” shall mean any release, generation, treatment, disposal, dumping,

burying, or abandonment. The term “Hazardous Substance” shall mean any substances, materials, or wastes that are hazardous, toxic, dangerous, or harmful or are designated as, or contain components that are, or are designated as, hazardous, toxic, dangerous, or harmful and/or which are subject to regulation as hazardous, toxic, dangerous, or harmful or as a pollutant by any federal, state, or local law, regulation, statute, or ordinance, including, but not limited to, petroleum or any petroleum product. The term “Hazardous Substances” shall not include biosolids, herbicides, pesticides, rodenticides, insecticides, and fertilizers applied in accordance with federal, state, and local law. Any storage of Hazardous Substances shall be in accordance with federal, state, and local law.

6.11. 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 Protected Property (“Compensatory Mitigation”) is prohibited on the Protected 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 Protected Property.

6.12. Compliance with Regulatory Requirements. Grantor shall conduct all reserved and permitted uses and activities under this Easement to meet all requirements of federal, state and local statutes, rules, and regulations as they may be amended from time to time.

6.13. Limitation on Transfers.

6.13.1. For purposes of this Section, “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.

6.13.2. Except as provided in Section 6.14.3, Grantor shall not undertake or permit any Transfer of any rights in the Protected 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.

6.13.3. The following shall require notice to but shall not require consent of Grantee: i) Any mortgage, deed of trust, or similar document providing security for an indebtedness of Grantor, provided that such security interest shall be subject and

subordinate to this Easement; ii) leases for telecommunications installations or wind energy installations within the Building Envelopes, as provided for in Section 6.6.2.2; iii) temporary transfers or leases of the **{insert *Water Rights* or *Dedicated Water Rights*}** pursuant to Section 6.4.3; or iv) any gift, bargain, sale or devise of fee simple absolute title to the Protected Property.

7. NOTICE AND CONSENT

7.1. Notice.

7.1.1. **Grantee.** Certain provisions of this Easement require Grantee to give notice to Grantor prior to undertaking certain activities. Whenever such notice is required, and no other timeline for notice is set forth elsewhere in this Easement, Grantee shall provide such notice in writing not less than thirty (30) days prior to the date Grantee intends to undertake the use or activity in question. Grantee shall provide a copy of any such notice to the Beneficiary of this Easement concurrently with notice to Grantor.

7.1.2. **Grantor.** Certain provisions of this Easement require Grantor to give notice to Grantee prior to undertaking certain permitted uses and activities (e.g., Sections 5, and 6). 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, and no other timeline for notice is set forth elsewhere in this Easement, Grantor shall provide such notice in writing not less than ninety (90) days prior to the date Grantor intends to undertake the use or activity in question. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed use or activity in sufficient detail to permit Grantee to make an informed judgment as to its consistency with the terms of this Easement and the Purpose thereof. Upon receipt of such notice, Grantee shall immediately forward a copy to the Beneficiary of this Easement.

7.2. Consent

7.2.1. **Consent Not Unreasonably Withheld.** Wherever in this Easement a Party'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.

7.2.2.3. **Beneficiaries.** Where consent by any Beneficiary is required under this Easement, the Beneficiary shall grant or withhold its consent within thirty (30) days of receipt of Grantee's written decision to grant or withhold consent or within ninety (90) days of receipt of Grantor's written request for consent, whichever comes later.

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 may conclusively assume the other party's consent of the proposed action, use, or activity in question. The Parties and the Beneficiary 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 or any Beneficiary'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 written notice to Grantee 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 Section 7.3 does not itself impose a requirement of prior consent of the activity described in any such notice.

7.4. **Addresses for Notices.** Any notice, demand, request, consent, concurrence, approval, or communication that any party desires or is required to give to the other shall be in writing either served personally or sent by registered mail or overnight courier with proof of delivery, addressed as follows (or to such other address as any party from time to time shall designate by written notices to each other party):

To Grantor: [name]

[address1]
[address 2]
[city, state zip]
[phone]
[fax]

To Grantee: Washington State Conservation Commission
P.O. Box 47721
Olympia, Washington 98504
Phone: 360-407-6200
Fax: 360-407-6215

To RCO: Washington State Recreation and Conservation Office
P.O. Box 40917
1111 Washington Street
Olympia, Washington 98504
Phone: 360-902-3000
Fax: 360-902-3026

8. **DISPUTE RESOLUTION**

8.1. **Preventive Discussions.**

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

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

- 8.2.1. **Purpose.** The purpose of the mediation is to: (a) promote discussion among the Mediation Parties; (b) assist the Mediation Parties to develop and exchange pertinent information concerning the issues in dispute; and (c) assist the Mediation Parties to develop proposals which enable them to arrive at a mutually acceptable resolution of the controversy. The mediation is not intended to result in any express or de facto modification or amendment of the terms, conditions or restrictions of this Easement.
- 8.2.2. **Participation.** The mediator may meet with the Mediation Parties and their counsel jointly or ex parte. The Mediation Parties agree that they will participate in the mediation process in good faith and expeditiously, attending all sessions scheduled by the mediator. Representatives of all Mediation Parties with settlement authority will attend mediation sessions as requested by the mediator.
- 8.2.3. **Confidentiality.** All information presented to the mediator shall be deemed confidential and shall be disclosed by the mediator only with the consent of the Mediation Parties or their respective counsel. The mediator shall not be subject to subpoena by any party. No statements made or documents prepared for mediation sessions shall be disclosed in any subsequent proceeding or construed as an admission of a party. Records of mediation communications shall be exempt from the requirements of Chapter 42.56 RCW (Washington State Public Records Act) to the extent provided for in Chapter 7.07 RCW (Washington State Uniform Mediation Act).
- 8.2.4. **Time Period.** Neither party shall be obligated to continue the mediation process beyond a period of sixty (60) days from the date of receipt of the initial request or if the mediator concludes that there is no reasonable likelihood that continuing mediation will result in a mutually agreeable resolution of the dispute.
- 8.2.5. **Costs.** The costs of the mediator shall be borne equally by the Parties; the Mediation Parties shall bear their own expenses, including attorney's fees, individually.
- 8.2.6. **Place.** Unless otherwise agreed by Grantor and Grantee, mediation shall take place in Thurston County, Washington. At the direction of the mediator, mediation may occur in person, by telephone or by video conference, or any combination thereof.
- 8.3. **Arbitration.** If mediation fails, the matter shall be decided by arbitration in accordance with the procedures set forth in R.C.W. Chapter 7.04. This agreement to arbitrate shall be specifically enforceable by Grantor, Grantee and RCO as to the others, under the prevailing arbitration law. Any award rendered by the selected arbitrator shall,

however, be final, non-appealable and enforceable by any party to the arbitration, and judgment may be rendered upon it in accordance with applicable law in any court having jurisdiction thereof. The right of Grantee and RCO to bring an action in arbitration is singular, and they may not bring separate or multiple actions against Grantor for the same claim.

9. GRANTEE'S REMEDIES

- 9.1. **Notice of Non-Compliance.** If Grantee determines that the Grantor is in violation of the terms of this Easement or that a violation is likely to occur, Grantee shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Protected Property resulting from any use or activity inconsistent with the Purpose or terms of this Easement, to restore the portion of the Protected Property so injured to its prior or potential condition in accordance with a plan to which Grantee has given consent.
- 9.2. **Grantor's Failure to Respond.** Grantee may bring an action as provided in Section 9.3 if Grantor:
- 9.2.1. Fails to cure the violation within thirty (30) days after receipt of notice thereof from Grantee;
 - 9.2.2. Under circumstances where the violation cannot reasonably be cured within the thirty (30) day period, fails to begin curing such violation within the thirty (30) day period; or
 - 9.2.3. Fails to continue diligently to cure such violation until finally cured.
- 9.3. **Grantee's Action.** Grantee may bring an action at law or in equity, or both, in a court of competent jurisdiction in a venue specified in Section 22(b) 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 Agricultural Conservation Values protected by this Easement, including damages for the loss of the Agricultural Conservation Values; and to require the restoration of the Protected Property to the condition that existed prior to any such injury. Without limiting Grantor's liability therefor, Grantee, in its sole and absolute discretion may apply any damages recovered to the cost of undertaking any corrective action on the Protected Property. All such actions for injunctive relief may be taken without Grantee being required to post bond or provide other security.

- 9.4. **Immediate Action Required.** Notwithstanding any other provision of this Easement, if Grantee, in its sole and absolute discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Agricultural 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, or without waiting for the period provided for cure to expire.
- 9.5. **Nature of Remedy.** Grantee's rights under this Section 9 apply equally in the event of either actual or threatened violations of the terms of this Easement. Grantor agrees that Grantee's remedies at law for any violation of the terms of this Easement are inadequate, and that Grantee shall be entitled to the injunctive relief described in this Section 9 both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this Section 9 shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity. The provisions of Section 9.6 shall not be interpreted to preclude Grantee from obtaining injunctive relief.
- 9.6. **Damages.** Inasmuch as the actual damages to the Agricultural Conservation Values that could result from a breach of this Easement by Grantor would be impractical or extremely difficult to measure, the Parties agree that the money damages Grantee is entitled to recover from Grantor shall be, at Grantee's election, the higher of (i) the amount of economic gain realized by Grantor from violating the terms of the Easement or (ii) the cost of restoring any Agricultural Conservation Values that have been damaged by such violation. In the event Grantee chooses the second of these two measures, Grantor agrees to allow Grantee, its agents or contractors, to enter upon the Protected Property and conduct restoration activities.
- 9.7. **Costs of Enforcement.** In the event Grantor or Grantee finds it necessary to bring an action at law or other proceeding against the other party to enforce or interpret any of the terms, covenants, or conditions of this Easement, the prevailing party in any such action or proceeding shall be paid all costs and reasonable attorneys' and consultants' fees by the other party and all such costs and attorneys' and consultants' fees shall be included in any judgment secured by such prevailing party.
- 9.8. **Grantee's Discretion.** Enforcement of the terms of this Easement shall be at the discretion of the 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 shall not be deemed or construed to be a waiver by Grantee of such term or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantors shall impair such right or remedy or be construed as a waiver.

9.9. **Waiver of Certain Defenses.** Grantor acknowledges that it has carefully reviewed this Easement and has consulted with and been advised by legal counsel of its terms and requirements. In full knowledge of the provisions of this Easement, Grantor hereby waives any claim or defense it may have against Grantee or its successors in interest under or pertaining to this Easement based upon abandonment, adverse possession or prescription relating to the Protected Property or this Easement. Except for the foregoing, Grantor specifically retains any and all rights it has under the law as owner of the Protected Property, including, without limitation, the right to bring claims against Grantee for any breach by Grantee of the terms of this Easement.

9.10. **Acts Beyond Grantor's Control.** Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor to abate, correct, or restore any condition on the Protected Property or to recover damages for any injury to or change in the Protected Property resulting from actions by a trespasser upon the Protected Property or causes beyond Grantor's control, including, without limitation, natural disaster, fire, flood, storm, pest infestation, earth movement, and climate change, and from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Protected Property resulting from such causes. In the event the terms of this Easement are violated by acts of trespassers, and Grantor has not undertaken suit itself, Grantor agrees, at Grantee's option, to assign its right of action to Grantee or to appoint Grantee its attorney in fact, for purposes of pursuing enforcement action against the responsible parties.

9.11. **Compliance Certificates.** Upon request by Grantor, Grantee shall, as soon as possible and no later than thirty (30) days after receipt of such request, execute and deliver to Grantor any document, including an estoppel certificate, which certifies, to the best of Grantee's knowledge, Grantor's compliance or lack thereof with any obligation of Grantor contained in this Easement and otherwise evidences the status of this Easement as requested by Grantor. Such certification shall be limited to the condition of the Protected Property as of Grantee's most recent inspection. If Grantor requests more current documentation, Grantee shall conduct an inspection, at Grantor's expense, within forty-five (45) days of receipt of Grantor's written request and payment therefor. RCO shall not be estopped from claiming or enforcing a violation of this Easement unless such Beneficiary has also executed the Compliance Certificate.

10. LIABILITIES, TAXES, AND ENVIRONMENTAL COMPLIANCE

10.1. **Liabilities and Insurance.** Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Protected Property, including the maintenance of adequate 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. The Parties 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 Protected Property free of any liens arising out of any work performed for, material furnished to, or obligations incurred by Grantor; provided that the Protected 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 Protected 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.

- 10.2. **Taxes.** Grantor shall pay before delinquency all taxes, assessments, fees, charges of whatever description levied on or assessed against the Protected Property by competent authority (collectively "taxes"), including any taxes imposed upon, or incurred as a result of, this Easement, and shall furnish Grantee with satisfactory evidence of payment upon request.
- 10.3. **Mutual Indemnification** Each party to this Easement shall be responsible for its own acts and/or omissions and those of its members, directors, officers, employees, agents, and contractors. No party to this Easement shall be responsible for the acts and/or omissions of entities or individuals not a party to this agreement.
- 10.4. **Representations and Warranties.** Grantor represents and warrants that, after reasonable investigation and to the best of Grantor's knowledge:
- 10.4.1. Grantor and the Protected Property are in compliance with all federal, state, and local laws, regulations, and requirements applicable to the Protected Property and its use;
- 10.4.2. There has been no release, dumping, burying, abandonment or migration from off-site on the Protected 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;
- 10.4.3. 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

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

10.5. **Remediation.** If, at any time, there occurs, or has occurred, a Release in, on, or about the Protected Property of a Hazardous Substance, Grantor agrees to take or compel responsible third parties to take all steps required under applicable law and necessary to assure its containment and remediation, including any cleanup that may be required (except that the use of institutional controls shall not be allowed without Grantee's consent), unless the Release was caused by Grantee, in which case Grantee shall be responsible for such remediation to the extent the Release was caused by Grantee. At its discretion, Grantee may assist Grantor in compelling third parties to contain and remediate any such Release.

10.6. **Control.** Nothing in this Easement shall be construed as giving rise, in the absence of a judicial decree, to any right or ability in Grantee or RCO to exercise physical or managerial control over the day-to-day operations of the Protected Property, or any of Grantor's activities on the Protected Property, or otherwise to become an operator with respect to the Protected Property within the meaning of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA").

11. SUBSEQUENT TRANSFER OR EXTINGUISHMENT

11.1. **Extinguishment.**

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

11.1.2. The amount of the proceeds to which Grantee RCO shall be entitled, after the satisfaction of prior claims, from any sale, exchange, or involuntary conversion of all or any portion of the Protected Property subsequent to such termination or

extinguishment, shall be determined, unless otherwise provided by Washington law at the time, in accordance with Section 11.3. Grantee shall use all such proceeds for the acquisition of property interests that are substantially equivalent to those conveyed by this Easement. Grantee shall consult with and receive the approval of RCO in the selection of any replacement property interests. Upon acquisition of such replacement property interests, Grantee shall convey to RCO the same or substantially equivalent rights as provided for in this Easement.

11.1.3. In granting this Easement, Grantor has considered the fact that any use of the Property that is prohibited by this Easement, or any other use as determined to be inconsistent with the Purpose of this Easement, may become economically more valuable than permitted uses. It is the intent of both 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.

11.2. **Condemnation.** If the Easement is taken, in the whole or in the part, by the exercise of the power of eminent domain, RCO shall be entitled to compensation in accordance with Section 11.3, for the value of the Easement taken; and the Grantor shall be entitled to compensation in accordance with applicable law for the value of the underlying fee title and improvements taken. In the event that Section 11.3. violates applicable law, then the proceeds to Grantor, Grantee and RCO shall be divided in accordance with applicable law. In the event that Grantee is the recipient of the proceeds from any condemnation, then Grantee shall disburse to RCO and the United States their respective shares of the proceeds pursuant to Section 11.4 as soon as is practicable.

11.3. **Valuation**

11.3.1. This Easement constitutes a real property interest immediately vested in Grantee. For purposes of this Section, the Parties stipulate that this Easement has a fair market value determined by multiplying (a) the then fair market value of the Protected Property unencumbered by the Easement (minus any increase in value attributable to improvements on the Protected Property), at the time of termination or extinguishment, as determined by an appraisal that meets RCO requirements for appraisals, by (b) the ratio of the value of the Easement at the time of this grant to the value of the Protected Property, unencumbered by the Easement, at the time of this grant.

11.3.2. For purposes of this Section, the Parties agree that the ratio of the value of the Easement to the value of Grantor's property unencumbered by the Easement is evidenced by that certain real property appraisal prepared by _____, dated

_____, on file with Grantee. This ratio is _____ (e.g., 0.375) and shall remain constant.

11.4. **Distribution of Proceeds.** In the event of extinguishment of this Easement pursuant to Section 11.1, condemnation of this Easement pursuant to Section 11.2, or damages received by Grantor in an amount equal to the fair market value of this Easement pursuant to Section 9.4, any proceeds attributable to the value of the Easement shall be distributed as follows: RCO is entitled to 100% of any such proceeds.

11.5. **Subsequent Transfers.** Grantor agrees to: (1) incorporate by express reference the terms of this Easement in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Protected Property; and (2) describe this Easement in and append it to, any executory contract for the transfer of any interest in the Protected Property. Grantor further agrees to give written notice to the Grantee of the transfer of any interest at least thirty (30) days prior to the date of such transfer. Such notice to Grantee shall include the name, address, and telephone number of the prospective transferee or such transferee's representative. The failure of the Grantor to perform any act required by this Section 11 shall not impair the validity of this Easement or limit its enforceability in any way.

12. AMENDMENT

12.1. If circumstances arise under which an amendment to or modification of this Easement would be appropriate, the Parties are free to jointly amend this Easement provided that the Parties first obtain the written consent of each Beneficiary to this Easement. Any such amendment shall be consistent with the Purpose of this Easement, shall not affect the qualification of this Easement or the status of Grantee under any applicable laws, shall not shorten the duration of this Easement and shall be recorded in the official records of Kittitas County, Washington, and any other jurisdiction in which such recording is required.

13. ASSIGNMENT

13.1. Assignment.

13.1.1. **Grantee's Interest.** Grantee's interest in this Easement is transferable with prior written notice to and consent of RCO, but Grantee may assign its rights and obligations under this Easement only to an organization that is a qualified holder at the time of transfer under RCW 64.04.130, as amended, and a qualified recipient of grant funds from the farm and forest account under RCW 79A.15.130. Grantee shall not assign this Easement without notice to and consent of Grantor and RCO, which consent shall not be unreasonably withheld. As conditions of such transfer, Grantee shall require that assignee (a) continue to carry out the Purpose of this Easement and (b) comply with the terms of the RCO Grant Agreement, as

described in Section 14. Grantee shall notify Grantor in writing, at Grantor's last known address, in advance of such assignment. The assignment shall not be valid without such notice; provided, however, that the failure of Grantee to give such notice shall not impair the validity of this Easement or limit its enforceability in any way.

13.2. **Rights and Obligations Upon Transfer.** A party's rights and obligations under this Easement terminate upon transfer of the party's interest in the Protected Property or this Easement, as the case may be, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

13.3. **Succession.** If at any time it becomes impossible for Grantee to ensure compliance with the covenants contained herein and Grantee has not named a successor organization, or the Grantee shall cease to exist, then Grantee's rights and duties hereunder shall become vested and fall upon RCO, who may then assign Grantee's rights and duties hereunder to an organization with a similar mission to that of Grantee.

14. RCO THIRD PARTY RIGHT OF ENFORCEMENT

14.1. RCO is hereby granted third party right of enforcement of this Easement. RCO may exercise all of the rights of enforcement and remedies provided to Grantee herein, and is entitled to all of the indemnifications provided to Grantee in this Grant of Conservation Easement. RCO and Grantee each have independent authority to enforce the terms of this Easement; provided, however, that RCO expects that Grantee shall have primary responsibility for monitoring and enforcement of the Easement. In the event that RCO and Grantee do not agree as to whether the Grantor is complying with the terms of the easement, RCO or Grantee may proceed with enforcement actions without the consent of the other. Provided, however, there may be only one enforcement action against Grantor for any alleged violation of the Conservation Easement. If RCO elects to enforce the terms of this Easement, it shall first follow the dispute resolution process and remedies described in Sections 8 and 9 above; provided, however, that RCO shall not be obligated to repeat any non-judicial dispute resolution steps already taken by Grantee.

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

14.3. In the event that the Easement is transferred or assigned without the consent of RCO, which consent shall not be unreasonably withheld, RCO may require that Grantee pay to RCO, at RCO's election, the higher of (i) an amount equal to the fair market value of this Easement, which shall be determined as provided in Section 11.3

and distributed as provided in Section 11.4; or (ii) an amount equal to the Total Project Cost as specified in the RCO Grant Agreement with interest due and payable from the date of breach at the rate provided for in RCW 43.17.240, as may be amended from time to time.

14.4. In the event that the Protected Property is used by Grantor in a manner that is not consistent with the Purpose of this Easement or the terms of the RCO Grant Agreement, RCO shall have the right, in addition to any other remedies described in this Easement, to require that Grantor pay to RCO, at RCO's election, the higher of (i) an amount equal to the fair market value of this Easement, which shall be determined as provided in Section 11.3 and distributed as provided in Section 11.4; or (ii) an amount equal to the Total Project Cost as specified in the RCO Grant Agreement with interest due and payable from the date of breach at the rate provided for in RCW 43.17.240, as may be amended from time to time. Any costs, fees or damages paid by Grantor for enforcement of this Easement or restoration of the Conservation Values pursuant to Section 9 shall be deducted from this amount. RCO agrees that it will follow the dispute resolution process and remedies described in Sections 8 and 9 before exercising this right, unless legally compelled to do otherwise. Any amounts due and owing RCO under this paragraph shall be due and owing within 120 days of receiving a written demand for repayment by RCO. Upon Grantor's repayment of such amount to RCO, Grantee and RCO agree to prepare and record, a deed amendment to release Grantor from any further obligations to RCO or Grantee under this Easement.]

15. JOINT ENFORCEMENT

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

15.2. If Grantee or RCO chooses not to undertake mediation, arbitration or legal action as provided for in Sections 8 and 9, and/or share costs and expenses related to such action, such party shall not be entitled to any recovery for enforcement costs; provided, however, that any amount received based on loss of value to the easement, or resulting from condemnation and/or extinguishment of the Easement, shall be distributed in accordance with Section 11.4 only after first reimbursing any party for its costs and expenses that are not otherwise separately paid as part of any arbitration award or judgment.

16. RECORDATION

Grantee shall record this instrument in a timely fashion in the official records of Kittitas 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. NO MERGER

In the event that Grantee acquires all or a portion of the fee title to the Protected 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 Protected Property and thereby eliminate them, and that the restrictions on the use of the Protected Property, as embodied in the Easement, shall, in the event that all or a portion of title become vested in Grantee, become and remain permanent and perpetual restrictions on the use of the Protected 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 pursuant to Section 13.1.

18. LIENS

18.1. **[Insert this section unless the property is not subject to any mortgage or deed of trust:] Existing Mortgage.** As of the Effective Date, the Protected Property is subject to that certain mortgage dated [DATE], and recorded under [COUNTY] County recording number _____ (“Mortgage”). The mortgagee has agreed by separate instrument substantially in the form of the instrument attached here as Exhibit E, which will be recorded concurrently with this Easement, to subordinate certain of its rights in the Protected Property to this Easement, so as to permit Grantee to enforce the Easement’s Purpose in perpetuity and to prevent any modification or extinguishment of this Easement by the exercise of any rights of the mortgagee.

18.2. **Future Mortgages/Liens.** Any mortgage or lien arising after the Effective Date must be subordinated to this Easement and its terms and conditions.

19. GENERAL PROVISIONS

- 19.1. **Effective Date.** The Effective Date of this Easement shall be the date on which the Grantor executed this Easement.
- 19.2. **Governing Law and Venue.** The laws of the State of Washington and applicable federal law shall govern the interpretation and performance of this Easement. By executing this Easement, Grantor acknowledges the jurisdiction of the courts of the State of Washington in this matter. In the event of a lawsuit involving this Easement, venue shall be proper only in Thurston County or in the County where the Protected Property is located.
- 19.3. **Liberal Construction.** Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the Purpose of this Easement. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the Purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.
- 19.4. **Severability.**
- 19.4.1. Except as provided in Section 20.4.2 below, if any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid or unenforceable by any court of competent jurisdiction or is superseded by state or federal legislation, rules, regulations or decision, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid or unenforceable, as the case may be, shall not be affected thereby.
- 19.4.2. If any material provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid or unenforceable by any court of competent jurisdiction or is superseded by state or federal legislation, rules, regulations or decision, so that the intent of these provisions is frustrated, the parties agree to immediately negotiate a replacement provision to fulfill the intent of the superseded provisions consistent with the Purpose of this Easement and applicable law.
- 19.5. **Entire Agreement.** This instrument sets forth the entire agreement of the Parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment that complies with Section 12.

- 19.6. **No Forfeiture.** Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.
- 19.7. **"Grantor" - "Grantee".** The terms "Grantor" and "Grantee" wherever used in this instrument, and any pronouns used in the place thereof, shall be held to mean and include, respectively the above-named Grantor and its successors and assigns, the above-named Grantee and its successors and assigns, and the above-named Co-Grantee and its successors and assigns. The term "Grantor" shall also include any party taking ownership of the Protected Property, or any portion thereof, subsequent to the foreclosure of any mortgage or deed of trust.
- 19.8. **Successors.** The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the Parties and their respective successors and assigns, and to any party taking ownership of the Protected 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 Protected Property.
- 19.9. **Captions.** The captions in this instrument have been inserted solely for convenience and ease of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.
- 19.10. **Counterparts.** The Parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both Parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.
- 19.11. **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.
- 19.12. **Recitals.** The Parties agree that the terms and recitals set forth in Section 1 (among other terms of this Easement) are material to this Easement, and that each Party has relied on the material nature of such terms and recitals in entering into this Easement. Each term and recital set forth in Section 1 is fully incorporated into this Easement.

20. SCHEDULE OF EXHIBITS

- 20.1. Exhibit A. Legal Description of Property Subject to Easement.
- 20.2. Exhibit B. Site Map.

- 20.3. Exhibit C. Water Rights.
- 20.4. Exhibit D. Permitted Exceptions.
- 20.5. Exhibit E. Subordination Agreement.

TO HAVE AND TO HOLD the said Easement hereunto the said Grantee, and their respective successors and assigns forever.

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DRAFT

IN WITNESS WHEREOF, the undersigned Grantor has executed this instrument this
_____ day of _____, 202__.

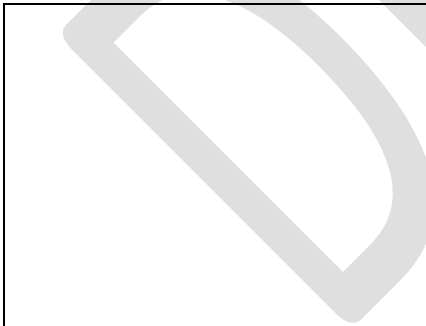
Grantor [*name of first Grantor*]

Grantor [*name of second Grantor, e.g., spouse of first Grantor*]

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

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

Dated: _____



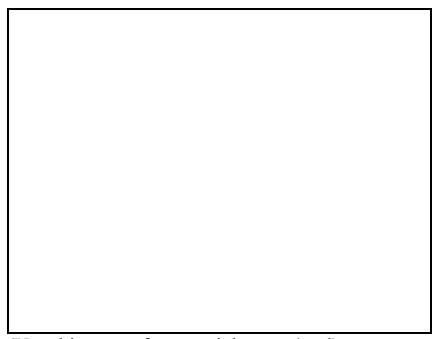
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Notary Public
Print Name _____
My commission expires _____

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____
[*name of second Grantor*] is the person who appeared before me, and said person acknowledged that he/she
signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged
it as the _____ of _____ to be the free
and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____



(Use this space for notarial stamp/seal)

Notary Public
Print Name _____
My commission expires _____

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PAGES FOLLOW

_____ **[insert name of Grantee]** does hereby accept the above Grant Deed of Agricultural Conservation Easement.

Dated: _____

Grantee

By _____

Its _____

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

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

Dated: _____



(Use this space for notarial stamp/seal)

Notary Public
Print Name _____
My commission expires _____

[insert signature blocks below if a there is a Co-Grantee and/or there are third party beneficiaries to this Easement]:

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THE STATE OF WASHINGTON, BY AND THROUGH THE WASHINGTON STATE RECREATION AND CONSERVATION OFFICE, Third Party Beneficiary, does hereby accept the above Grant Deed of Agricultural Conservation Easement.

Dated: _____

By _____

Its _____

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

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

Dated: _____



(Use this space for notarial stamp/seal)

Notary Public
Print Name _____
My commission expires _____

REMAINDER OF PAGE IS INTENTIONALLY BLANK; ADDITIONAL SIGNATURE PAGES FOLLOW

1
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5

EXHIBIT A
Legal Description

DRAFT

1
2
3
4

EXHIBIT B

Site Map(s)

DRAFT

1
2
3

EXHIBIT C

Water Rights

DRAFT

1
2
3
4

EXHIBIT D
Permitted Exceptions

1 [EXHIBIT E

2
3 **Subordination Agreement]**

4
5
6
7 When recorded return to:

8
9 _____
10 _____
11 _____
12 _____

13
14
15
16
17 Grantor: _____

18 Grantee: _____

19
20 Legal Description

21 Abbreviated form: _____

22 Additional legal at Exhibit A.

23
24 Assessor's Tax Parcel Number: _____

25
26 Reference number(s) of related/assigned/released documents: _____

27 Reference(s) to document(s) appears on page(s) _____

28
29
30 **SUBORDINATION AGREEMENT**

31
32 NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY
33 INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY
34 THAN THE LIEN OF SOME OTHER OR LATER INSTRUMENT.

35
36 The undersigned subordinator agrees as follows:

37
38 1. _____ ("Subordinator") is the owner and holder of a mortgage dated
39 _____, which was recorded under Auditor's File No. _____, records of
40 _____ County;

41
42 2. _____ ("Easement Holder") is the holder of a conservation easement dated
43 _____, 200_, executed by [("Owner") or ("Owners")] (as hereinafter defined) which will
44 be recorded concurrently with this Subordination Agreement;

45

1 3. _____, [husband and wife,] [("Owner") or ("Owners")] [is the owner or are
2 the owners] of all the real property described in the conservation easement identified above in
3 Paragraph 2.
4

5 4. In consideration of benefits to Subordinator from [("Owner") or ("Owners")], receipt and
6 sufficiency of which is hereby acknowledged, the Subordinator does hereby unconditionally
7 subordinate the lien of the mortgage identified above in Paragraph 1 to the conservation easement
8 identified above in Paragraph 2.
9

10 5. This Agreement shall be the whole and only agreement between the parties hereto with regard to
11 the subordination of the lien or charge of the mortgage first above mentioned to the conservation
12 easement in favor of Easement Holder above referred to and shall supersede and cancel any prior
13 agreements as to such, or any subordination including, but not limited to, those provisions, if any,
14 contained in the mortgage first above mentioned, which provided for the subordination of the lien
15 or charge thereof to a mortgage to be thereafter executed.
16

17 6. The heirs, administrators, assigns and successors in interest of the Subordinator shall be bound by
18 this agreement. Where the word mortgage appears herein it shall also be considered as deed of
19 trust, and gender and number of pronouns considered to conform to undersigned.
20

21 Executed this _____ day of _____, 200_ .
22

23 SUBORDINATOR

SUBORDINATOR

24 _____
25 (Name)

(Name)

26 STATE OF WASHINGTON)
27) ss.
28)

29 COUNTY OF _____)
30)
31)
32)

33 I certify that I know or have satisfactory evidence that _____ is the
34 person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated
35 that he/she was authorized to execute the instrument and acknowledged it as the
36 _____ of _____ to be the free and voluntary
37 act of such party for the uses and purposes mentioned in the instrument.
38

39 Dated: _____
40



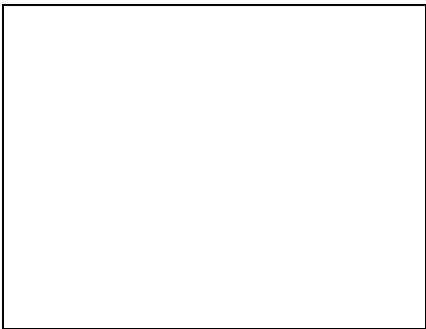
Notary Public
Print Name _____
My commission expires _____

1 (Use this space for notarial stamp/seal)

2
3 STATE OF WASHINGTON)
4) ss.
5 COUNTY OF _____)
6

7 I certify that I know or have satisfactory evidence that _____ is the
8 person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated
9 that he/she was authorized to execute the instrument and acknowledged it as the
10 _____ of _____ to be the free and voluntary
11 act of such party for the uses and purposes mentioned in the instrument.
12

13 Dated: _____
14



Notary Public
Print Name _____
My commission expires _____

15 (Use this space for notarial stamp/seal)
16
17

DRAFT