Barnum Point, Camano Island
Property Transfer Agreement

THIS AGREEMENT (the "Agreement") is entered into by and between ISLAND COUNTY, a political subdivision of the State of Washington ("the County"), and THE NATURE CONSERVANCY, a District of Columbia nonprofit corporation (the "Conservancy").

RECITALS

A. The Conservancy recently protected approximately 52 acres of real property located on Camano Island in Island County, Washington, consisting of fee simple interest in 26 acres with 840 feet of waterfront and a 26-acre conservation easement that provides pedestrian access to tidelands ("the Property"). The Property fronts on Port Susan Bay, is in a substantially natural state, and provides significant opportunities for habitat conservation and outdoor recreation. The Property is generally depicted on the map attached as **EXHIBIT A** and is more particularly described on **EXHIBIT B**.

B. The County has received a $1,000,000 grant from the State's Recreation and Conservation Office for purchase of the Property. An appraisal of the Property dated February 6, 2012, has been prepared for the Conservancy and the County with a value conclusion of $2,060,000.

C. In consideration of the benefits to be achieved to both parties' missions and interests, the Conservancy desires to convey the Property to the County, and the County desires to acquire the same from the Conservancy. The Property to be conveyed includes legal access for ingress, egress, and utilities.

AGREEMENT

1. Property. The Conservancy shall convey and transfer to the County and the County shall accept, all on the terms and conditions of this Agreement, the right, title, and interest in and to that certain real property located in Island County, Washington, consisting of 26 acres in fee ("Fee Parcel") and 26 acres in conservation easement ("Easement Parcel"), more or less, and more particularly described in **EXHIBIT B** (the "Property"). The property rights to be conveyed with the conservation easement include an easement for pedestrian access from the Fee Parcel to the tidelands protected by the conservation easement.

2. Purchase Price. The total purchase price for the Property shall be $1,000,000 (the "Purchase Price"). The Purchase Price shall be paid in cash at closing.

3. Grant to County for Park Operations. The Conservancy, in connection with the transfer of the Property to the County, shall also grant to the County $50,000 in cash to be used for the initial maintenance and operation of the Property as a County natural recreation area or public park. This grant of funds shall be made at closing at which time the parties shall execute a grant agreement substantially in the form attached hereto as **EXHIBIT C**.

4. Title. The Property to be conveyed at Closing shall be subject only to the following title exceptions (collectively, the "Permitted Exceptions"):

a) Exceptions listed in **EXHIBIT D**;
b) Additional exceptions to title arising from the requirements of the various public funding sources used by the Conservancy or the County to acquire the Property.

5. Closing. Closing of the transfer shall occur within 30 days after the date of last signature below, but not later than December 20, 2012 (the "Closing Date"). At closing, the Conservancy shall execute and deliver to the County:

a) A good and sufficient statutory warranty deed, conveying to the County good, insurable, and marketable fee simple title to the Fee Parcel, subject only to the Permitted Exceptions, and together with any and all appurtenant easements for access, utilities, and otherwise;
b) An Assignment of the Conservation Easement in substantially the form attached hereto as **EXHIBIT E** (the "Easement Assignment");
c) A grant of $50,000 in cash to be used for the initial maintenance and operation of the Property as a County natural recreation area or public park.

6. Taxes. The Conservancy agrees that all taxes, assessments and encumbrances that will be a lien against the Property at closing, together with all deferred taxes and charges applicable to the Property in the future by recapture or otherwise as a result of classification of the Property for assessment purposes existing prior to closing, additional tax, interest and penalties, whether or not a lien against the Property, shall be satisfied of record by the Conservancy at or before closing except for such taxes, assessments, encumbrances, and charges attributable to the Easement Parcel and to the fee owner of the Easement Parcel.

7. Preservation of Property. Between the date that the Conservancy takes possession of the Property and the Closing Date, the Conservancy shall maintain the Property and keep the Property in a condition at least as good as existed on the date of this Agreement, except for any changes to the Property due to causes beyond the Conservancy's control, such as changes caused by fire, flood, storm, sea level rise, infestations, natural deterioration, the acts of third parties legally authorized to act by legally established rights, or the unauthorized wrongful acts of third persons. The Conservancy shall refrain from and shall not permit any use of the Property that would adversely affect the County's intended use of the Property as a natural recreation area, nature preserve, public park, or similar use, including without limitation, removal of any timber, improvements, minerals, sand, gravel, or other item from the Property.

8. Possession and Risk of Loss. The Conservancy shall deliver possession of the Property to the County at closing and shall bear the risk of loss until the delivery of possession to the County.

9. Closing Costs and Prorations. The Conservancy shall pay all closing costs including but not limited to any transfer taxes, excise taxes, and documentary fees, the premium for an ALTA standard coverage title insurance policy covering the Property in the amount of the Purchase

Price, escrow fee, and recording costs. Regular real property taxes payable during the year in which closing occurs shall be prorated as of closing.

10. Binding Upon Successors; Assignment. Neither the County nor Conservancy may assign its interest in this Agreement, or in any of the documents described herein, without consent of the other party. The terms and conditions of this Agreement shall benefit and bind the successors and assigns of the Conservancy and the County.

11. Notices. Any notices, demands or other communications required or permitted to be given hereunder shall be given in writing and shall be delivered (i) in person, (ii) by certified mail, postage prepaid, (iii) by a commercial overnight courier that guarantees delivery within the next two business days, or (iv) by electronic mail. Such notices shall be addressed as follows:

To the Conservancy: The Nature Conservancy
Washington Field Office
1917 First Avenue
Seattle, Washington 98101
Attn: Regional Attorney
btodd@tnc.org

To the County: Island County, Department of Public Works
1 NE 6th Street
Courthouse P.O. Box 5000
Coupeville, WA 98239-5000
Attn: Bill Oakes, Public Works Director
E-mail: BillO@co.island.wa.us

Notice of change of address shall be effective only when done in accordance with this section. All notices complying with this section shall be effective upon delivery.

12. Miscellaneous.

a) This Agreement represents the entire agreement of the parties and may not be amended except by written agreement signed by each party hereto. This Agreement may be executed in several counterparts and signatures may be delivered by regular U.S. Mail or electronic mail, which shall constitute one agreement that is binding on all of the parties, notwithstanding that the parties may have signed different counterparts. The parties agree to confirm copies with originals upon request by the other party.

b) Each party to this Agreement warrants to the other that it is duly organized and existing and each party warrants that it and the respective signatories have full right and authority to enter into and consummate this Agreement and all related documents.

c) Each party shall execute and deliver or cause to be executed and delivered all instruments reasonably required to convey the Property to the County and to vest in each party all rights, interests, and benefits intended to be conferred by this Agreement.

d) This Agreement shall be governed by the laws of the State of Washington without reference to its rules regarding conflict of laws.

e) In the event of a dispute each party shall bear its own attorney's fees and costs.

f) The exhibits hereto and the recitals expressed in this document are incorporated into this Agreement.

g) EACH PARTY ACKNOWLEDGES THAT IT HAS HAD AN OPPORTUNITY TO SEEK INDEPENDENT LEGAL ADVICE REGARDING THIS TRANSACTION. Each party acknowledges that it and its legal counsel have reviewed and revised this Agreement. No rule of construction that ambiguities are to be resolved against the drafting party shall be employed in the interpretation of this Agreement.

IN WITNESS WHEREOF, the County and the Conservancy have executed this Agreement on the dates listed below their respective signatures.

THE NATURE CONSERVANCY,
a District of Columbia nonprofit corporation

By: _____
Name: MICHAEL S. STEVENS
Title: WASHINGTON STATE DIRECTOR
Date: DECEMBER 7, 2012

ISLAND COUNTY,
a political subdivision of the State of Washington

By: _____
Name: Helen Price Johnson
Title: Chair, Board of County Commissioners, Island County, Washington
Date: 11-26-2012

SURVEY IN GOVERNMENT LOT 1 OF SECTION 5 AND GOVERNMENT LOT 1 OF SECTION 8 TWN 31N RGE 3E WM

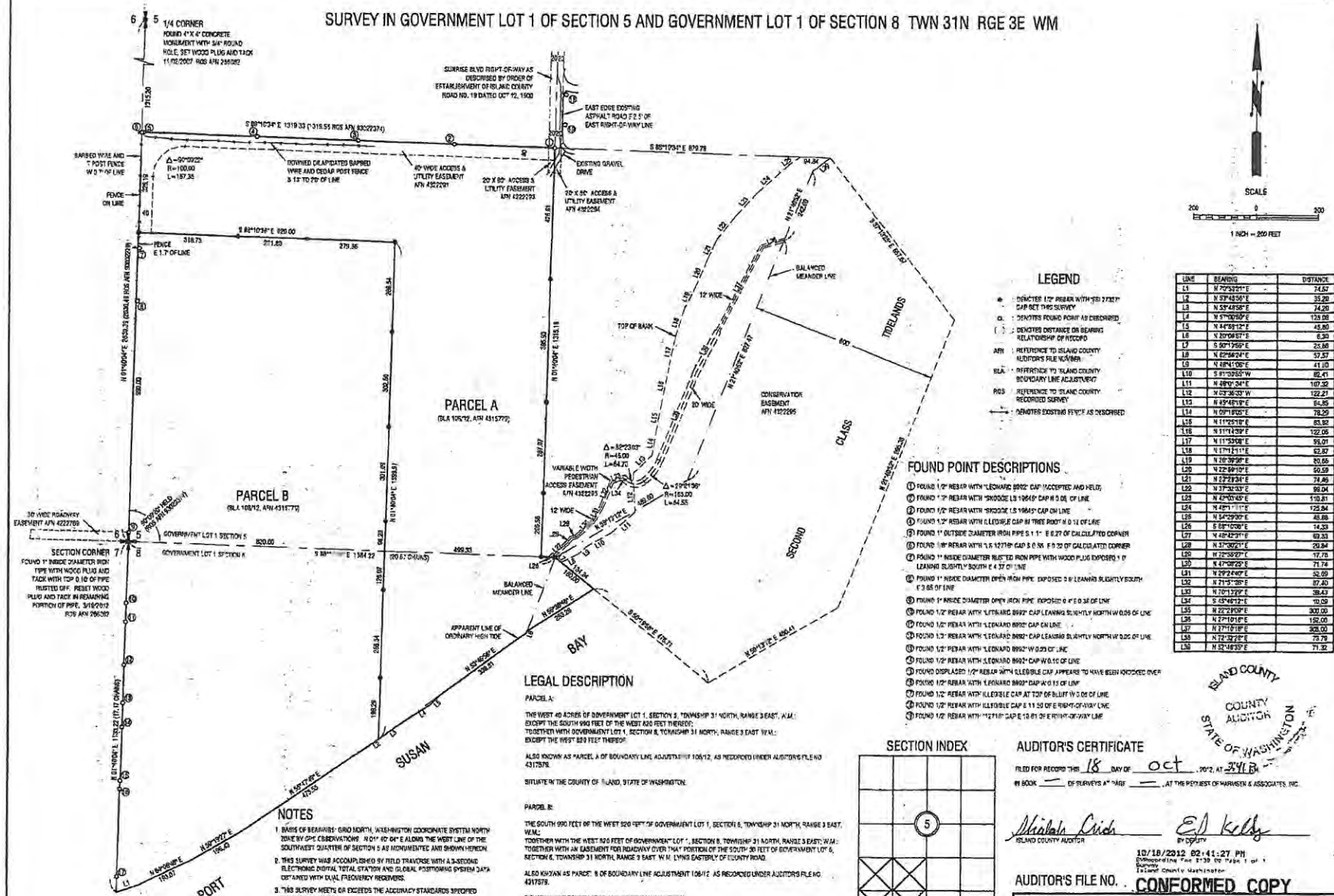

1/4 CORNER
FOUND 4" X 4" CONCRETE MONUMENT WITH 3/4" ROUND HOLE, SET WOOD PLUG AND TACK 11/02/2007 ROS A/N 2993/82
SUNRISE BLVD RIGHT-OF-WAY AS DESCRIBED BY ORDER OF ESTABLISHMENT OF ISLAND COUNTY ROAD NO. 19 DATED OCT 12, 1900
EAST EDGE EXISTING ASPHALT ROAD 2.2 ± OF EAST RIGHT-OF-WAY LINE
S 89°10'34" E 1319.33 (1319.55 ROS A/N 3302/274)
S 89°17'34" E 870.78
BARBED WIRE AND T POST FENCE W 0.7± OF LINE
Δ=90°00'00" R=100.00 L=157.35
ROWHED DILAPIDATED BARBED WIRE AND CEDAR POST FENCE 0.15 TO 2'0 OF LINE
40' WIDE ACCESS & UTILITY EASEMENT A/N 4322291
20' X 60' ACCESS & UTILITY EASEMENT A/N 4322293
20' X 60' ACCESS & UTILITY EASEMENT A/N 4322294
EXISTING GRAVEL DRIVE
FENCE ON LINE
FENCE E 1.7' OF LINE
S 89°10'38" E 826.00
318.73
271.89
279.36
PARCEL A
(BLA 105/12, A/N 4317772)
PARCEL B
(BLA 105/12, A/N 4317772)
30' WIDE ROADWAY EASEMENT A/N 4227769
ROWHED HELD ROS A/N 3302/274
SECTION CORNER
FOUND 1" INSIDE DIAMETER IRON PIPE WITH WOOD PLUG AND TACK WITH TOP 0.10' OF PIPE RUSTED OFF. RESET WOOD PLUG AND TACK IN REMAINING PORTION OF PIPE, 3/16/2012 ROS A/N 2993/82
GOVERNMENT LOT 1 SECTION 5
GOVERNMENT LOT 1 SECTION 8
820.00
S 89°10'38" E 1364.22 (20.67 CHAINS)
499.33
N 01°49'04" E 1359.67
N 01°49'04" E 1315.18
N 01°49'04" E 1323.22 (20.17 CHAINS)
N 01°49'04" E 660.00
N 01°49'04" E 660.00
425.61
397.97
398.53
398.54
302.66
301.65
126.97
268.34
189.29
180.87
175.55
195.0
N 53°17'37" E
N 53°17'37" E
N 54°45'58" E
306.81
N 54°45'58" E
205.58
L26
L29
L28
L27
L25
L24
L23
L22
L21
L20
L19
L18
L17
L16
L15
L14
L13
L12
L11
L10
L9
L8
L7
L6
L5
L4
L3
L2
L1
TOP OF BANK
12' WIDE
80' WIDE
BALANCED MEANDER LINE
APPARENT LINE OF ORDINARY HIGH TIDE
VARIABLE WIDTH PEDESTRIAN ACCESS EASEMENT A/N 4322295
Δ=90°23'40" R=45.00 L=64.70
Δ=29°21'36" R=153.00 L=84.55
CONSERVATOR EASEMENT A/N 4322295
N 31°49'58" E 202.58
N 50°10'02" E 607.97
S 50°10'02" W 606.38
S 50°10'02" W 606.38
S 50°10'02" W 606.38

Exhibit B
Description of Property

Fee Parcel

All that certain real estate situated in Island County, Washington, more particularly described as follows:

The West 40 acres of Government Lot 1, Section 5, Township 31 North, Range 3 East, W.M.;
EXCEPT the South 990 feet of the West 820 feet thereof;
TOGETHER WITH Government Lot 1, Section 8, Township 31 North, Range 3 East, W.M.;
EXCEPT the West 820 feet thereof.

Also known as Parcel "A" of Boundary Line Adjustment 106/12, as recorded under Island County Auditor's File No. 4317579.

Easement Parcel

All that certain real estate situated in Island County, Washington, more particularly described as follows:

Government Lot 1, Section 5, Township 31 North, Range 3 East, W.M.; EXCEPT the West 40 acres thereof, (Tax Parcel No. R33105-086-1670);

TOGETHER WITH Second Class tidelands, as conveyed by the State of Washington located in front of, adjacent to and abutting thereon and lying between the meander line and a line parallel with and 600 feet Easterly of said meander line, the North boundary of this tidelands tract being the projection Easterly of the North line of said Government Lot 1 and the south line of said tract being the projection of the Easterly South line of said Government Lot 1.

The Nature Conservancy

Protecting nature. Preserving life.™

December 1, 2012

Island County
Attn: Steve Marx
Courthouse P.O. Box 5000
Coupeville, WA 98239-5000

TNC Accounting Information	
Agreement No.	WA-S-121015-029-0
Center/Subcenter #:	247029-9043-0005
Account No.:	5076
Agreement Name:	Barnum Point Operations and Maintenance

Ladies and Gentlemen:

On behalf of The Nature Conservancy, a District of Columbia non-profit corporation ("TNC"), we are pleased to inform Island County, a political subdivision of the State of Washington ("Awardee"), that TNC has approved Awardee's request for a grant in the amount of $50,000 (the "Award"), for the purposes indicated below, on the terms and conditions set out below in this letter agreement (including any and all attachments hereto which are referenced herein, the "Award Agreement"):

1. **Award**. The Award is being made by TNC to Awardee (each of which is sometimes hereinafter referred to as a "Party" to this Award Agreement) in order to fund Awardee's Operations and Maintenance (O&M) of the Barnum Point Natural Recreation Area. O&M may include, but is not limited to, site planning and assessment, contractor management, capital improvements, direct on-site maintenance, maintenance contracts, and other essential work for management, operations and upkeep of the Barnum Point Natural Recreation Area as depicted on the map attached hereto as **Exhibit A** (the "Project"). The Award shall be subject to the "Standard Grant Conditions" which are set out on in **Exhibit B** which is attached to this Award Agreement, and the other terms and conditions of this Award Agreement.

2. **Award Period and Award Acceptance**. The reference date for the Award shall be the date of this Award Agreement, and the Project must be completed during the period which begins on such date and ends on September 30, 2022 (the "Award Period"), except to the extent (if any) that the Award Period is extended by an amendment to this Award Agreement or is terminated early in accordance with the provisions of this Award Agreement. In order to accept the Award, Awardee must sign and return to TNC, at the address for notices to TNC which is given below, the enclosed copy of this Award Agreement. Awardee agrees that, by so signing, Awardee is agreeing to all of the terms and conditions which are set out in this Award Agreement, and that Awardee's signature shall also constitute the making by Awardee of the representations and warranties by Awardee which are set out in this Award Agreement. Once that has been done, this Award Agreement shall constitute the entire agreement governing the Award, and the funds to be provided under this Award Agreement (the "Award Funds") will then be disbursed as provided below.

3. **Reporting and Due Dates**. For purposes of administering the Award, TNC's representative is Anne Hammer Hughes and Awardee's representative is Bill Oakes. Awardee shall submit annual reports concerning the Project no later than October 31 for the period ending September 30 of each year. Each report shall include Awardee's name, the Project title, the number of this Award Agreement (stated above), and the period of time covered by the report, and be sent to TNC at the address for notices to TNC which is set out below. Each report shall include a summary of significant Project activities for the period, an explanation of how Award Funds were applied, and efforts taken for resolution of any problems, delays, or adverse conditions which materially impaired the ability of Awardee to meet the objectives of this Award Agreement. The final report shall be due 90 days following the end of the Award Period.

4. **Disbursement of Award Funds**. TNC shall disburse the Award Funds to Awardee in one lump sum of $50,000.00 upon signature of this Agreement. Payment will be sent to Awardee by check made payable to Awardee. Any portion of the Award Funds not expended in accordance with the requirements of this Award Agreement shall be returned to TNC at the end of the Award Period, or at any earlier time at which TNC determines that Awardee and/or Beneficiary has not performed in accordance with the terms of this Award Agreement.

5. **Publicity**. TNC shall have the right, from time to time, to make reference to Awardee, the Award, and the Project in its respective financial and other reports, in press releases, and in their other printed or otherwise disseminated materials or information concerning their activities.

6. **Liability**. The work done by or for Awardee using the Award Funds shall be performed entirely at the risk of Awardee. Awardee shall be solely responsible for, and for the payment of any and all claims with respect to, any loss, personal injury, death, property damage, or otherwise, arising out of any act or omission of its employees or agents in connection with the performance of its work, whether connected to the Project or otherwise.

7. **Notices**. All notices and demands of any kind which one Party may be required or may desire to serve on another Party in connection with this Award Agreement shall be in writing, and shall be served personally, by overnight courier, or by registered or certified mail, return receipt requested. Any such notice or demand served by registered or certified mail shall be deposited in the United States mail, with postage thereon fully prepaid, addressed to the Party to be served at the address indicated below. Service of any notice or demand sent by mail or overnight courier shall be deemed to occur on the day of actual delivery (or attempted delivery, if delivery is refused or not possible at the address then provided pursuant to this Award Agreement), as reflected in the receipt of delivery or attempted delivery. Either Party hereto may from time to time, by notice in writing served upon the other as aforesaid, designate one substitute mailing address and/or person to which or to whom notices or demands are thereafter to be addressed.

8. **Agreement**. The terms of this Award Agreement are intended by the parties hereto as a final expression of their agreement with respect to the subject matter hereof, and may not be contradicted by evidence of any prior or contemporaneous agreement. The parties further intend that this Award Agreement constitute the complete and exclusive statement of its terms, and that no extrinsic evidence of any kind which contradicts the terms of this Award Agreement may be introduced in any proceedings (judicial or otherwise) involving this Award Agreement, except for evidence of a subsequent written amendment to this Award Agreement. This Award Agreement may not be modified, amended or otherwise changed in any manner, except by a written amendment executed by all of the parties hereto, or their successors in interest. This Award Agreement may be executed in multiple counterparts, and each executed counterpart of this Award Agreement shall be deemed an original for all purposes, despite the fact that not all of the parties are signatories to the same counterpart.

9. **Interpretation**. In this Award Agreement, personal pronouns shall be construed as though of the gender and number required by the context, the singular including the plural, the plural including the singular, and each gender including other genders, all as may be required by the context. Wherever in this Award Agreement the term "and/or" is used, it shall mean: "one or the other, both, any one or more, or all" of the things, events, persons or parties in connection with which the term is used. Any and all recitals at the beginning of this Award Agreement are accurate and shall constitute an integral part of this Award Agreement, and this Award Agreement shall be construed in light of those recitals. Any and all exhibits, schedules, and addenda attached to and referred to in this Award Agreement are hereby incorporated into this Award Agreement as fully as if set out in their entirety herein. The headings of the various paragraphs of this Award Agreement are intended solely for reference purposes, and are not intended for any purpose whatsoever to modify, explain, or place any construction on any of the provisions of this Award Agreement. The parties acknowledge that each party and its counsel have reviewed, revised (where it was deemed appropriate), and approved this Award Agreement, and that no rule of construction that ambiguities are to be resolved against the drafting party shall be employed in the interpretation of this Award Agreement. This Award Agreement shall be governed by, construed in accordance with, and interpreted under, the internal law of the State of Washington.

Please indicate your acceptance of the terms of this Award Agreement and your acceptance of the Award by signing where indicated below and completing your address for notices under this Award Agreement where indicated below.

The Nature Conservancy,
a District of Columbia non-profit corporation

By: _____
(signature)
Name: Chris Davis
Title: Director of Conservation Programs

Address for Notices to TNC:

The Nature Conservancy
Attn: Anne Hammer Hughes
1917 First Avenue
Seattle, WA 98101
Phone: (206) 343-4344
(for courier deliveries)

Awardee Acceptance

The foregoing terms are hereby agreed to by the undersigned Awardee, which hereby enters into the Agreement with TNC which is set our above and accepts the Award subject to the terms of this Award Agreement.

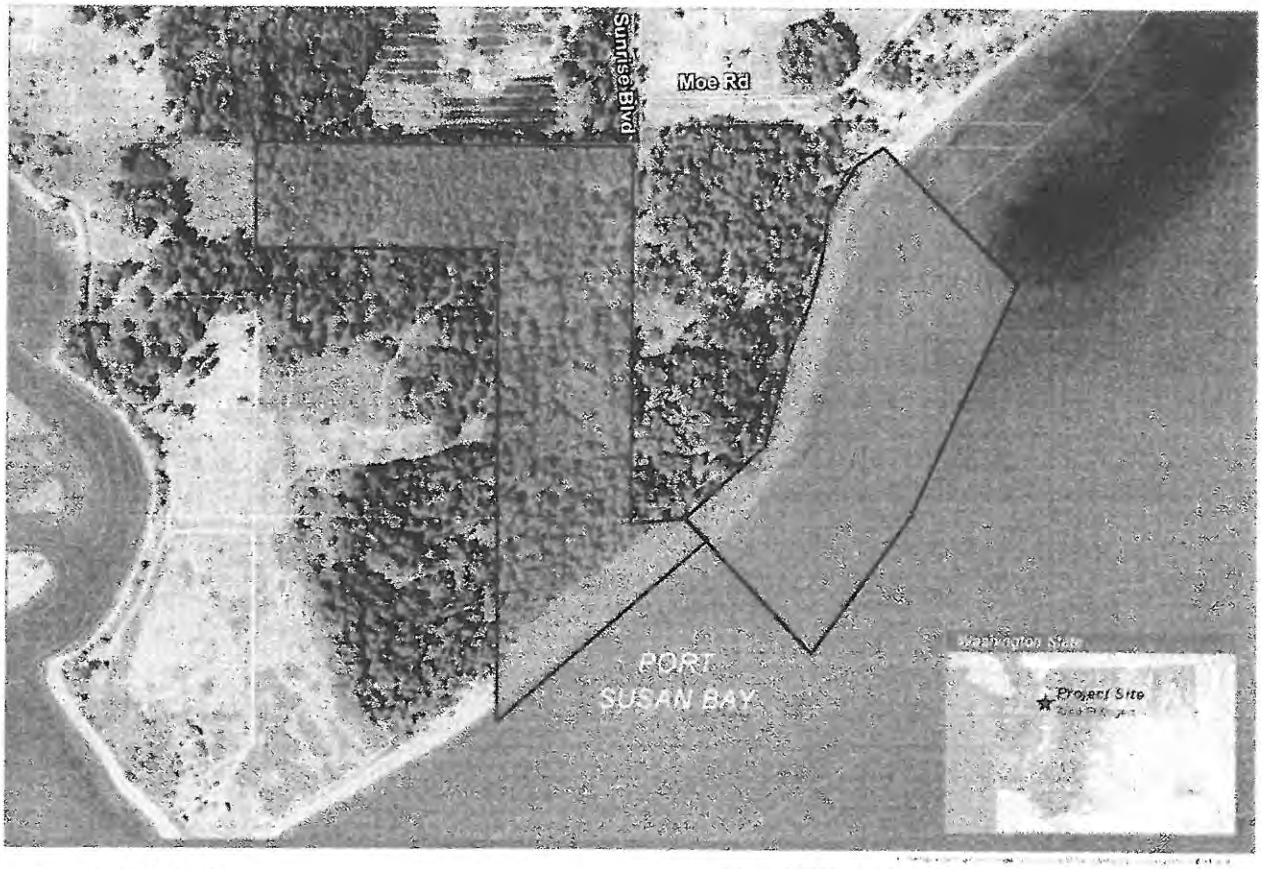
Island County,
a political subdivision of the State of Washington

By: _____
(signature)
Name: Helen Price Johnson, Chair
Title: Board of County Commissioners
11/20/12

Address for Notices to Awardee:

Island County, Washington
Attn: Bill Oakes, Public Works Director
Courthouse P.O. Box 5000
1 NE 6th Street
Coupeville, WA 98239-5000
Phone: (360) 679-7331

Exhibit A



Barnum Point
Site Location Map

Exhibit A

Exhibit B

1. **Assignment/Delegation by Awardee**. The Award is being made for a specific purpose and Awardee shall not use any Award Funds for grants to or contracts with others without TNC's prior written permission. In addition, Awardee shall not assign or delegate to anyone else any of the rights or obligations of Awardee under this Award Agreement without the prior written consent of TNC. and any purported such assignment or delegation without consent shall be null and void.

2. **No Agency or Third Party Beneficiaries**. No person or entity not a party to this Award Agreement shall have any rights under this Award Agreement, whether as a third party beneficiary or otherwise. No partnership, joint venture, or agency is intended to be, (nor shall it be) established by this Award Agreement, and no party to this Award Agreement is authorized or empowered to act as an agent, employee, or any other kind of representative of any other party to this Award Agreement, or to transact business or incur obligations in the name of any such other party or for the account of such other party, and no party to this Award Agreement shall be in any manner or to any extent bound by or responsible for any acts, representations, or conduct of any other party to this Award Agreement.

3. **Termination**. In addition to any other termination rights which may be set out in this Award Agreement, TNC shall have the right to terminate this Award Agreement at any time (with or without cause) by giving 30 (thirty) days prior written notice to Awardee of intent to terminate and if, in the judgment of TNC, Awardee defaults materially in the performance of its obligations under this Award Agreement, whether for circumstances within or beyond the control of Awardee, TNC may immediately terminate this Award Agreement by such written notice to Awardee. Upon receipt of such a termination notice from TNC, Awardee shall take all necessary actions to cancel or avoid commitments which were to be funded under this Award Agreement. In the event of termination prior to the end of the Award Period for a reason other than a default under this Award Agreement by Awardee, TNC shall pay those obligations reasonably incurred by Awardee prior to the giving of the termination notice which could not reasonably be canceled or avoided after the termination notice was given, but only to the extent that they were to be funded under this Award Agreement. TNC shall have no payment obligations under this Award Agreement in the event of termination for any other reason.

4. **Lobbying and Political Campaigning**. Awardee shall not use any portion of the Award Funds to engage in any lobbying activities unless the Parties specifically agree to such lobbying activities in this Award Agreement. If Awardee and TNC agree to such lobbying activities, Grantee shall comply with all local, state and federal laws related to lobbying, including but not limited to registration with regulating agencies, public reporting and disclosures, fundraising and expenditure activities, media and advertising, tax obligations, elections and campaigns. Awardee shall not use any portion of the Award Funds to participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office, to induce or encourage violations of the law or public policy, to cause any private inurement or improper private benefit to occur, or to take any other action inconsistent with Section 501(c)(3) of the US Internal Revenue Code.

5. **Compliance with Laws**. Awardee represents, warrants, and agrees that, in connection with the transactions contemplated by this Award Agreement: (a) Awardee can lawfully work or operate in the United States; (b) Awardee shall obtain, at its own expense (except to the extent otherwise explicitly stated in this Award Agreement) any permits or licenses required for the work to be done using Award Funds; and (c) Awardee shall comply with all statutes, laws, ordinances, rules, regulations, court orders, and other governmental requirements of the United States, the state(s) in which the Project is located or being carried out, and any other jurisdiction(s) in which Awardee is organized or authorized to do business, including but not limited to any applicable anti-bribery statutes, which are applicable to the work being done by Awardee, and that Awardee shall not take any actions that might cause TNC to be in violation of any of such applicable laws.

6. **Title to and Use of Work Products and Data**. Title to any and all reports, writings, samples, biological samples, studies, photographs (including all negatives), drawings, calculations, designs, diagrams, maps, surveys, data, database records, computer programs, and/or other written, graphic, pictorial, or digital works, documents, or other items create, produced, or developed by Awardee using Award Funds (collectively, along with all supporting data and material, the "Work Product") shall vest in Awardee, but Awardee hereby grants to TNC an irrevocable, non-exclusive, royalty-free, perpetual license to use, reuse, print, reprint, publish, republish, reproduce, or otherwise disseminate or distribute all or

any portion of the Work Product, as well as analyses thereof, extracts therefrom, and/or the data contained therein, in or via any report, map, pamphlet, brochure, book, magazine, film, video, software, web site, or other form of print, audio, visual, multimedia, computer, digital, or other media or form of production or dissemination (whether owned wholly or partially by TNC), whether alone or in conjunction with other material, and whether or not in conjunction with co-authors or conservation partners, and to authorize such conservation partners and other researchers and writers to do the same on a royalty-free basis, all as TNC may deem appropriate from time to time in furthering its mission; in each case without any need to notify Awardee or obtain any form of permission or consent from Awardee.. Awardee shall provide TNC with complete copies of the Work Product.

7. **Accounts, Audits and Records**. Awardee shall maintain books, records, documents and other evidence pertaining to the tax status of Awardee and all costs and expenses incurred and revenues acquired under this Award, all to the extent and in such detail as will properly reflect all costs and expenses which are funded or for which reimbursement is claimed under the Award with respect to the Award, and in full compliance with all applicable regulations of the IRS. Such records shall be maintained for a period of three years after the final financial report is submitted and approved by TNC, except that Awardee shall maintain all records for equipment purchased with Award Funds for three years after the final disposition of such equipment TNC shall have the right at all reasonable times, upon reasonable prior written notice, for a period of three (3) years after the end of the Award Period, to inspect, audit, copy, and retain for their records copies of such books and records, in order to verify the compliance of Awardee with the conditions of the Award, and Awardee shall be responsible for reimbursing TNC for any such expenditure which such audit reveals to have been made improperly.

8. **Use of Names/Logos**. Awardee shall not use any trade name, trade mark, logo or other intellectual property of TNC in any way without prior written consent from the owner of that intellectual property, except to the extent that any of the Project work or the deliverables called for herein contemplates their use or inclusion.

9. **Conflict of Interest Determination**. Awardee certifies that the information which it has provided in the disclosure form concerning conflicts of interest which it provided to TNC (the "Disclosure Form") is true and correct to the best of Awardee's knowledge. In the event that any material misrepresentation in the Disclosure Form is discovered during the Award Period, TNC may elect to declare the Award null and void and immediately terminate it. In the case of an intentional material misrepresentation, TNC may, at its option, recover damages from Awardee resulting from the termination and shall be entitled to offset any amounts payable to Awardee against such damages.

10. **Certification Regarding Material Support and Resources to Terrorists**. Awardee agrees that it will use the Award funds in compliance with all applicable antiterrorist financing and asset control laws, regulations, rules and executive orders, including but not limited to the USA Patriot Act of 2001 and Executive Order 13224.

Exhibit D
Exceptions to Title

Fee Parcel

1. Utility Easement recorded August 12, 1991, under Auditor's File No. 91011990.
2. Roadway Easement recorded September 18, 1991 as Auditor's File No. 91014063.
3. Matters as disclosed by Survey of property abutting the North line of said premises, recorded November 2, 1993 in Volume 8 of surveys, page 321 as Auditor's File No. 93022374.
4. Any prohibition or limitation on the use, occupancy or improvements of the land resulting from the rights of the public or riparian owners to use any portion which is now or has formerly been covered by water.
5. Rights and easements for commerce, navigation and fisheries.
6. Boundary Line Adjustment #106/12 with Island County as recorded June 19, 2012, under Auditor's File No. 4317579.
7. Easement for Ingress, Egress and Utilities as recorded August 30, 2012, under Auditor's File No. 4322291.
8. Terms, Conditions and Easements as contained in deed to The Nature Conservancy recorded August 30, 2012, under Auditor's File No. 4322292.
9. Access Easement as recorded August 30, 2012, under Auditor's File No. 4322293.
10. Terms and Conditions of Access Easement as recorded August 30, 2012, under Auditor's File No. 4322294.
11. Matters disclosed by survey of property recorded October 18, 2012, under Auditor's File No. 4325436.
12. Deed of Right to Use Land for Conservation Purposes, recorded _____, 2012, under Auditor's File No. _____.

Easement Parcel

1. Deed of Conservation Easement, recorded August 30, 2012, under Auditor's File No. 4322295.
2. Assignment of Rights, Washington Recreation and Conservation Office, recorded _____, 2012, under Auditor's File No. _____.
3. Utility Easement recorded August 12, 1991, under Auditor's File No. 91011990.
4. Utility Easement recorded October 19, 2004, under Auditor's File No. 4115620.
5. Access Easement recorded August 30, 2012, under Auditor's File No. 4322294.
6. Rights and easements for commerce, navigation, and fisheries.
7. Any prohibition or limitation on the use, occupancy or improvements of the land resulting from the rights of the public or riparian owners to use any portion which is now or has formerly been covered by water.
8. Any question that may arise as to the location of the lateral boundaries of the tidelands or shorelands described herein.
9. Reservation of mineral and other rights contained in deed from State of Washington recorded under Volume 22 of Deeds, page 93, and Volume 28 of Deeds, page 323.

10. Deed of Trust recorded March 31, 2010, under Auditor's File No. 4271336; as modified by instrument recorded August 30, 2012, under Auditor's File No. 4322296; and subordinated to the Deed of Conservation Easement by instrument recorded August 30, 2012, under Auditor's File No. 4322297.
11. Matters disclosed by survey of property recorded October 18, 2012, under Auditor's File No. 4325436.