

When recorded return to:
The San Juan Preservation Trust
Box 327
Lopez Island WA 98261

DOCUMENT TITLE: **GRANT DEED OF CONSERVATION EASEMENT**
GRANTOR: **<INSERT NAME>**
GRANTEE: **THE SAN JUAN PRESERVATION TRUST**
ABBREVIATED LEGAL DESCRIPTION: **<INSERT>**
FULL LEGAL DESCRIPTION: **EXHIBIT A, <INSERT PAGE #>**
ASSESSOR'S TAX PARCEL NUMBERS: **<INSERT>**

GRANT DEED OF CONSERVATION EASEMENT

This Grant Deed of Conservation Easement (hereinafter, the "Conservation Easement"), by and between **<INSERT LANDOWNER NAME(S)>**, **<INSERT TYPE OF GRANTOR, FOR EXAMPLE: "a married couple" or "a Washington limited liability company">** (hereinafter referred to as "Grantor"), and **THE SAN JUAN PRESERVATION TRUST**, a Washington non-profit corporation (hereinafter referred to as "Grantee"), is made with reference to the following facts:

1 RECITALS.

- 1.1 Owner.** Grantor is the owner in fee of that certain real property (hereinafter the "Property") inclusive of all standing and downed timber, situated on **<INSERT NAME OF ISLAND>** in **<INSERT NAME OF COUNTY: San Juan, Skagit, Whatcom>** County, State of Washington, more particularly described in Exhibit "A" and shown on Exhibit "B" and Exhibit "C", all of which are attached and made a part hereof by this reference.
- 1.2 Protected Property.** The Property is part of a significant coastal ecosystem, the San Juan Islands, which is relatively intact and undeveloped.

<INSERT NARRATIVE DESCRIPTION OF PROPERTY, FOR EXAMPLE: The Property consists of approximately <INSERT> acres, including open fields and woodlands that provide wildlife habitat for native birds and mammals and possesses ecological, scenic, and open space value. The Property shares a common border along its western property line with Douglas Road, a county public road. Prominent attributes of the Property are the mature Douglas Fir/grand fir/western redcedar forest and the actively-grazed pasture that contribute to the open rural character along the eastern border of the San Juan Valley Heritage Area. The property slopes to the west, providing expansive views of San Juan Valley. The Property is near several large San Juan Valley conservation easements on the west side of Douglas Road.>

- 1.3 Conservation Values.** The Property's <INSERT ENUMERATION OF CONSERVATION VALUES, FOR EXAMPLE: ecological, natural shoreline, forest, scenic, and open-space values> (hereinafter, the "Conservation Values") are of major importance to Grantor, Grantee, and the people of <INSERT ISLAND, FOR EXAMPLE: San Juan Island >, <INSERT COUNTY, FOR EXAMPLE: San Juan County>, and the State of Washington. The Property enhances the <ENUMERATE CONSERVATION VALUES AND NAME ISLAND, FOR EXAMPLE: rural character and wildlife habitat of San Juan Island>. <FOR PROPERTIES WITH SCENIC VALUES INSERT A SENTENCE ABOUT HOW THE PUBLIC CAN ACCESS THOSE VALUES, FOR EXAMPLE: The Property can viewed by the public from San Juan Valley and Douglas roads.>

- 1.4 County Conservation Intent.** The goals and policies of the San Juan County Comprehensive Plan provide for the protection of the natural beauty and visual open space resources of the islands, the maintenance of the present rural and open space character, and respect for the natural environment. The Plan encourages the preservation of scenic resources and renewable natural resources for the benefit of existing and future generations through voluntary mechanisms such as conservation easements. San Juan County has a tax-supported program to purchase land and conservation easements to help preserve land similar to the Property. The Property is part of the <INSERT> landscape unit on <INSERT ISLAND NAME, FOR EXAMPLE: San Juan Island> in the San Juan County Open Space and Conservation Plan Open Space Atlas and its <INSERT QUALITIES, SUCH AS: rural development pattern, landscape contrast, uniqueness, and contribution to existing resource conservation areas> are considered among the most significant in the County. <FOR SKAGIT COUNTY REPLACE THE SAN JUAN COUNTY LANGUAGE WITH

THE FOLLOWING: The goals and policies of the Skagit County Zoning Ordinance provide for the conservation of natural resources and value of property. The Skagit Countywide Comprehensive Plan encourages the retention of open space and wildlife habitat by conservation easements.>
<FOR WHATCOM COUNTY REPLACE THE SAN JUAN COUNTY LANGUAGE WITH THE FOLLOWING: The goals and policies of the Whatcom County Comprehensive Plan provide for conserving and enhancing important natural, cultural, and scenic resources by protecting wetlands, aquifers, and soil resources, and enhancing recreation opportunities. The plan further states as an explicit open space conservation policy, “[to] support public and private land trusts in acquiring conservation easements that provided open space attributes, consistent with the intents of property owners.” (Whatcom County Comprehensive Plan, 2008, Policy 2VV-12, p. 2-82).>

- 1.5 State Conservation Intent.** The legislatively declared policies of the State of Washington, in Chapter 84.34 Revised Code of Washington (hereinafter “RCW”), provide that it is in the best interest of the State to maintain, preserve, conserve, and otherwise continue in existence, adequate open-space lands 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. The State has also recognized the importance of private efforts to preserve the natural systems in the State by enacting RCW 64.04.130, the statute authorizing conservation easements. <INSERT WHEN DESIGNATED FOREST LANDS ARE SUBJECT TO THE EASEMENT: Chapter 84.33 RCW encourages the preservation of forest lands: “It is this state’s policy to encourage forestry and restocking and reforestation of such forests so that present and future generations will enjoy the benefits which forest areas provide in enhancing water supply, in minimizing soil erosion, storm and flood damage to persons or property, in providing a habitat for wild game, in providing scenic and recreational spaces, in maintaining land areas whose forests contribute to the natural ecological equilibrium, and in providing employment and profits to its citizens and raw materials for products needed by everyone. RCW 83.33.010.” <INSERT OPEN SPACE AND DESIGNATED FOREST LAND TAXATION STATUS, IF APPLICABLE, FOR EXAMPLE: The Property is designated by San Juan County as a combination of “Timber Open Space” and “Open Space-Open Space” land, pursuant to Chapter 84.34 RCW and Chapter 16.50 of the San Juan County Code.>

- 1.6 Conservation Threat.** The Property would also be extremely desirable property for substantial residential and other development because of its location and orientation. In the absence of this Conservation Easement, the

Property could be developed in the future for additional residential and other uses in a manner which would destroy its Conservation Values.

- 1.7 Grantor Conservation Intent.** Grantor, as the owner of the Property, possesses the affirmative right to identify, preserve, and protect in perpetuity the natural elements and processes and the Conservation Values of the Property, and desires to transfer such rights to the Grantee.
- 1.8 Qualified Conservation Organization.** Grantee is a “non-profit nature conservancy corporation” as defined by RCW 64.04.130 and RCW 84.34.250, and described in Section 170(b)(1)(A)(vi) of the Internal Revenue Code of 1986 (hereinafter “IRC”), and Grantee is authorized to accept the Conservation Easement.
- 1.9 Recitals Incorporated By Reference.** The above Recitals are incorporated into this Conservation Easement by this reference.

2 CONVEYANCE AND CONSIDERATION.

- 2.1 Charitable Donation.** For the reasons stated above, and in consideration of the mutual covenants contained herein, the Grantor does hereby grant, convey, and warrant to Grantee, and Grantee hereby accepts, a perpetual Conservation Easement, consisting of the rights in the Property hereinafter enumerated, subject only to the restrictions set forth in this Conservation Easement.
- 2.2 Gift of Real Property.** This conveyance is a conveyance of an interest in real property under the provisions of RCW 64.04.130, and is made as an absolute, unconditional, unqualified, and completed gift subject only to the mutual covenants and restrictions hereinafter set forth and title matters of record as of the Effective Date, and for no other consideration whatsoever.
- 2.3 Water Rights.** This Conservation Easement does not transfer any water or water rights to Grantee. <FOR PROPERTIES WHERE WATER RIGHTS ARE PRESENT AND COULD AFFECT THE CONSERVATION VALUES, INSERT: Grantor hereby agrees not to transfer, sell, lease or otherwise separate the water rights from the Property without the prior written consent of the Grantee upon a determination that such transfer, sale or lease is consistent with the maintenance of the Conservation Values. Grantor shall not abandon or allow abandonment of any of the water rights if beneficial use can be obtained. If the water rights are under threat of abandonment, Grantor will cooperate with Grantee to help assure the continued use of the water rights for beneficial conservation purposes.>

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

3 PURPOSE.

- 3.1 Conservation Purposes.** The exclusive purposes of this Conservation Easement are to preserve and protect the Conservation Values of the Property; <INSERT ANY ADDITIONAL PURPOSES HERE, FOR EXAMPLE: to limit residential use of the Property to two (2) single-family residences and appurtenant structures within designated "Structures Areas" on <INSERT> acres of the Property;> and to preserve the Property in perpetuity (the "Purposes").
- 3.2 Grantor Intent.** Grantor intends that the Property shall not be converted or directed to any uses other than those provided in this Conservation Easement.
- 3.3 Baseline Data.** In furtherance of the foregoing Purposes, Grantor and Grantee agree that the baseline data consisting of maps, photographs, and other documentation on file at the offices of Grantee and provided to Grantee by Grantor (hereinafter the "Baseline Present Conditions Report") provide, collectively, an accurate representation of the Property at the time of this Grant and are hereby incorporated by this reference. Grantor and Grantee have acknowledged in a signed statement, a copy of which is attached to this Conservation Easement as Exhibit "D", that the Baseline Present Conditions Report accurately represents the currently available baseline data regarding the condition of the Property as of the Effective Date. The Baseline Present Conditions Report shall be relied upon by Grantor and Grantee as the descriptive base to establish the present condition and guide in the future uses of the Property. <INSERT IF THE COLLECTION OF ADDITIONAL BASELINE DATA IS DESIRABLE: Grantor and Grantee further agree that within twelve (12) months of the Effective Date, a collection of additional baseline data, also subject to Grantor's approval, may be compiled by Grantee, attached to the Baseline Present Conditions Report as an exhibit and incorporated into this Conservation Easement by this reference. The existing Baseline Present Conditions Report is sufficient to accurately describe the Property as of the Effective Date and Grantee's failure to compile additional baseline data shall not affect the enforceability or validity of any provision of this Conservation Easement.>

3.4 Public Access. Nothing contained in this Conservation Easement shall be construed as affording to the general public access to any portion of the Property subject to this Conservation Easement <INSERT IN EASEMENTS PROVIDING PUBLIC ACCESS: except as specifically provided in Section <INSERT REFERENCE TO SECTION(S) ALLOWING PUBLIC ACCESS>>.

<INSERT THE FOLLOWING SECTION IF THE CONSERVATION VALUES INCLUDE SCENIC VALUES:

3.5 Visual Access. Preservation of the Property will protect the general public's visual access to <INSERT NATURAL CHARACTERISTICS, FOR EXAMPLE: open space and forested habitat.>>

4 GRANTEE'S RIGHTS. The rights conveyed to Grantee by this Conservation Easement are the following:

4.1 Protection in Perpetuity. The Grantee shall have the right to identify, preserve, and protect, in perpetuity, the Conservation Values of the Property for public benefit <INSERT FOR EASEMENTS WITH SCENIC VALUES: and scenic enjoyment> by the general public and for its open-space values.

4.2 Grantee's Access.

4.2.1 Annual Inspection. The Grantee shall have the right to enter upon the land of the Property annually, upon prior written notice to the Grantor, for the purpose of making a general inspection of the land to assure compliance with this Conservation Easement.

4.2.2 Educational and Scientific Purposes. The Grantee and other persons approved by the Grantor may enter upon the Property, upon prior arrangement with Grantor, for educational and scientific purposes to observe and study the Property, or for other purposes allowed by Grantor consistent with this Conservation Easement.

4.2.3 Enforcement. The Grantee shall have the right to enter upon the Property, at such other times as are necessary if there is reason to believe that a violation of this Conservation Easement is occurring, for the purposes of enforcing the provisions of this Conservation Easement.

4.3 Injunction and Restoration. The Grantee shall have the right to enjoin any activity on, or use of, the Property that is inconsistent with this

Conservation Easement, and undertake, cause to be undertaken, or enjoin the restoration of such areas or features of the Property as may be damaged by activities contrary to the provisions hereof all in accordance with Section 7 below.

- 4.4 Markers.** The Grantee shall have the right, during the annual inspection, to place and replace small markers to identify the boundaries and corners of the Property.
- 4.5 Advance Written Notice.** The Grantee shall be notified by Grantor, in accordance with the procedures of Section 17 below, before Grantor exercises any reserved right, the exercise of which may have an adverse impact on the Conservation Values of the Property.
- 4.6 Transfer of Easement.** Grantee shall have the right to assign, convey or transfer Grantee's interest in the Property in accordance with Section 8 below.
- 4.7 Development Rights.** The Grantor hereby grants to Grantee all development rights, except as reserved in Section 5 below, that are now or hereafter allocated to, implied, reserved, or inherent in the Property; and Grantor and Grantee agree that such rights are terminated and extinguished, and may not be used on or transferred to any portion of the Property as it now or hereafter may be bounded or described, or to any other property adjacent or otherwise, nor used for the purpose of calculating permissible lot yield of the Property or any other property.
- 4.8 Enforcement.** Enforcement of the terms and conditions of this Conservation Easement shall be at the discretion of the Grantee, in accordance with Section 7 below. Any forbearance on the Grantee's part to exercise its rights hereunder in the event of any breach of this Conservation Easement by Grantor, its heirs, successors or assigns, or any other person or entity, shall not be deemed or construed to be a waiver of the Grantee's rights hereunder in the event of any subsequent breach.

<INSERT MOWING PROVISION IF APPROPRIATE TO MAINTAIN AG FIELDS AS FOLLOWS:

- 4.9 Maintain Fields.** The Grantee shall have the right to enter upon and mow the agricultural fields of the Agriculture Area, at the Grantee's option and expense and upon thirty (30) days prior written notice to the Grantor, if there is reasonable evidence that the open space character of the fields in the Agriculture Area may be disappearing by the encroachment of trees, shrubs or weeds into the fields, whenever the fields remain un-mowed, un-grazed

and out of agricultural use for two successive years. Thereafter, the Grantee shall have the right to mow, at Grantor's expense, on a regular basis upon two weeks prior written notice to the Grantor. The failure of the Grantee to exercise this right at any time shall not bar it from doing so at a later time.>

- 5 PERMITTED AND RESERVED USES AND ACTIVITIES.** Grantor reserves for itself and its personal representatives, heirs, successors, and assigns, all rights accruing from ownership of the Property, including the right to engage in, or permit or invite others to engage in, any use of, or activity on, the Property that is consistent with the Purposes of the Conservation Easement and that is not otherwise prohibited by this Conservation Easement. Without limiting the generality of this section, Grantor specifically reserves for itself and its personal representatives, heirs, successors, and assigns, the following uses and activities:

<INSERT PERMITTED USES AND ACTIVITIES HERE, FOR EXAMPLE:

- 5.1 Residential Use.** To construct, use, maintain, repair, expand, reconstruct, relocate, or replace two (2) single-family residences and their appurtenant structures, including landscaping, gardens, greenhouses, fences, and other structures reasonably appurtenant to single-family residences, subject to compliance with federal, state, and local regulations, all entirely within the two (2) <INSERT>-acre "Structures Areas," as shown in Exhibit B. Only one (1) single-family residence is allowed in each Structure Area. Grantor shall provide written notice to Grantee before submission of plans to <INSERT COUNTY NAME> County for building permits for construction, re-construction or replacement of any structures on the Property so that Grantee may ensure that such structures are located within a Structure Area.
- 5.2 Subdivision.** To subdivide the Property into no more than two (2) legal lots. Prior to any such subdivision or conveyance of the Property involving more than one ownership parcel, Grantor shall notify Grantee in writing which Structure Area or Areas allowed under Section 5.1 are allocated to each ownership parcel; any deed of conveyance of the different ownership parcels created under this Section shall recite this allocation.
- 5.3 Agricultural Activities.** To cultivate, mow, graze, raise livestock, plant crops, plant orchards, or engage in other forms of farming and agriculture on the Property using best management practices.
- 5.4 Ponds.** To construct, enlarge, reshape, fill, and maintain ponds on the Property, including the planting, maintenance, and removal of vegetation on both sides of the berm, and to place excavated soils nearby or spread in a thin layer and work into agricultural fields.

5.5 Forest Management - Noncommercial Purposes. To manage forested land on the Property by selective thinning, pruning, and planting for noncommercial purposes, which may include forest management for safety of users of the Property; to create and maintain building sites and yards within the Structure Areas; for control of active fires, and prevention of fire and disease, including exotic intrusion; for restoration or enhancement of wildlife habitat; and to create and maintain walking trails and paths on the Property; provided that forest activities must be conducted in a manner and intensity that do not adversely and materially affect the Conservation Values. The prohibition against commercial vegetation management should not be construed to prohibit the harvesting of forest products for personal use by Grantor on the Property, such as lumber and firewood. No new openings greater than one-tenth of an acre in the forest are permitted for such noncommercial purposes, unless approved in advance and in writing by Grantee as necessary to safeguard the health of forested acreage, to prevent or mitigate greater harm to the Conservation Values of the Property or to enhance wildlife habitat.

5.6 Forest Management - Commercial Purposes. To manage selected portions of the Property as “Designated Forest Land” for the commercial production and harvest of timber pursuant to chapter 84.33 RCW or as “Timber Land” for the commercial growth and harvest of forest crops pursuant to chapter 84.34 RCW, consistent with and in accordance with a *forest management plan* to be prepared and updated by a professional forester and approved by the Grantee, a copy of which shall be provided to Grantee when completed. The Grantor, its heirs and assigns, agrees that any *forest management plan* for the Property will be in accord with the following objectives:

- 5.6.1** To maintain a healthy stand of trees on the forested acreage;
- 5.6.2** To maintain a continuous growth of desirable tree species natural to the Property, including a reasonable proportion of old-growth trees (100 years or older);
- 5.6.3** To maintain the suitability of the Property as wildlife habitat; and
- 5.6.4** To allow periodic selective harvesting of a portion of the timber stand in a manner which will have a minimal impact on the soils, surrounding trees and vegetation, and wildlife habitat.

The *forest management plan* shall include provisions addressing the circumstances under which trees within “Designated Forest Land” or “Timber Land” areas on the Property may be cut to control insects or

disease and to prevent personal injury or property damage, and the circumstances under which blow-downs may be removed. <INSERT, IF DESIRED: The *forest management plan* shall also include provisions requiring the Grantor to implement reasonable methods to control and eradicate non-native species within the “Designated Forest Land” or “Timber Land” areas on the Property.>

The Grantor, its heirs and assigns, agrees that the silvicultural systems applied and any harvesting of the forest crop will be in accordance with accepted forest practices. Prior to timber harvest, the Grantor shall obtain review and approval of timber harvest layout by a professional forester and notify Grantee of harvest plans. In the event the Property is no longer “Designated Forest Land” or “Timber Land,” then it shall be managed in accordance with Section 5.5 above.

- 5.7 Trails/Paths.** To use, construct and maintain existing pedestrian trails 4 feet or less in width for non-motorized access as documented in the Baseline Present Conditions Report. Non-motorized trail use may include incidental horseback (or other animal) riding that is consistent with the maintenance of the Conservation Values of this Conservation Easement.
- 5.8 Roads.** To construct, use, maintain, repair, reconstruct or replace driveways for access to the Structures Areas within 30-foot corridors as such driveway corridors are shown in Exhibit B.
- 5.9 Utilities.** To install, use, maintain, repair, reconstruct, relocate or replace utilities to serve the Structures Area(s), including, but not limited to solar panels; wind power; water wells; irrigation pumps; underground water pipes; water storage tanks; pump houses; well houses; septic systems; and underground electrical, natural gas, and telephone, fuel tanks, cable TV, and fiber optic lines. All utilities to serve structures in the Structures Areas will be located within the Structures Areas or adjacent to the driveway corridors, where practicable, except that utility routes not adjacent to a driveway corridor may be proposed by Grantor and approved by Grantee if Grantee determines that the impact upon the Conservation Values is not materially greater than locating the utility route adjacent to a driveway corridor.
- 5.10 Noxious Weeds/Introduced Species.** To remove noxious, invasive and introduced weeds and introduced animal species from the Property.
- 5.11 Fences.** To construct, maintain, repair, replace or remove fences in the Structures Areas and along the perimeter of the Property.

5.12 Mooring Buoy. To use and maintain the existing mooring buoy as documented in the Baseline Present Conditions Report.

5.13 Archaeological Investigations. To undertake legally permitted archaeological investigations with the oversight of a professional archaeologist, provided that any such activity shall be conducted so that interference with the Conservation Values of the Property is avoided.

5.14 Public Health and Safety. To undertake other activities necessary to protect public health or safety on the Property, or which are actively required by and subject to compulsion of any governmental agency with authority to require such activity, provided that any such activity shall be conducted so that interference with the Conservation Values of the Property is avoided to the greatest extent possible.>

6 PROHIBITED USES AND ACTIVITIES. Any use of or activity on, the Property inconsistent with the Purposes of this Conservation Easement is prohibited, and the Grantor acknowledges and agrees that it will not conduct, engage in or permit any such use or activity. The following uses and practices on the Property are inconsistent with the purposes of this Conservation Easement and shall be prohibited; except to the extent a use or practice is specifically reserved in Section 4, Section 5 or this section; and provided that this is not an exhaustive recital of all of those uses and practices which are prohibited as inconsistent with the Purposes of the Conservation Easement:

<INSERT PROHIBITED USES HERE, FOR EXAMPLE:

6.1 Structures. The construction or placement of any buildings or structures, including docks and fences, on the Property.

6.2 Subdivision. The division, subdivision or de facto subdivision of the Property, which includes, but is not limited to, any subdivision, short subdivision, platting, binding site plan, testamentary division, or other process by which the Property is divided into lots or which title to different portions of the Property are held by different owners. This restriction shall not be interpreted to prohibit lot line revisions of tax parcels within the Property or conventional leases of permitted residences on the Property (for example, a lease with a short duration and without automatic renewal).

6.3 Alteration of Land. Change in the topography of the land <WHERE APPROPRIATE ADD: or shoreline alteration> through the excavation or placing of soil, dredging spoils, <WHERE APPROPRIATE ADD: shoreline armoring>, or other material; pond construction; or archaeological excavation on the Property.

- 6.4 Alteration of Wetlands/Watershed Resources.** The manipulation or alteration of any marshes, wetlands, or surface drainage patterns by filling or draining, or the pollution or degradation of surface or subsurface waters on or under the Property.
- 6.5 Roads/Trails.** Construction of any roads, trails, or paths for vehicular use.
- 6.6 Docks/Boat Ramps/Beach Access Structures.** The construction or placement of docks, boat ramps, or beach access structures on the shoreline.
- 6.7 Utilities.** The placement of new above-ground utility lines, pipes, or wires or new fuel tanks, whether above- or underground, on the Property.
- 6.8 Mining.** The exploration for or extraction of minerals, hydrocarbons, soils, rock, gravel or other materials, except water for use on the Property, on or below the surface of the Property.
- 6.9 Signs.** The construction or placement of commercial signs, billboards, or other commercial advertising material on the Property. This provision shall not be interpreted to prohibit Grantor from placing small signs that advise “no hunting”, “private” or other small signs indicating the protected conservation status of the Property; provided that such signs are designed and located to avoid or minimize impact on the Conservation Values of the Property.
- 6.10 Dumping.** The dumping or disposal of used vehicles, old machinery, rubbish, garbage, debris, hazardous materials or other unsightly or offensive material on the Property or the storage of any such objects on the Property outside of the Structure Area(s).
- 6.11 Tree Harvest or Vegetation Removal.** Removal or destruction of trees, including clear-cutting or any other form of commercial logging, or gathering of wood or other vegetation on the Property. The cutting of snags or overmature trees, unless dangerously close to permitted structures, driveways or trails on the Property.
- 6.12 Introduced Vegetation.** The intentional introduction of invasive plant species on the Property.
- 6.13 Grazing.** The grazing, browsing or pasturing of domestic animals on the Property outside of the Structures Areas.

- 6.14 Development Rights.** The use or transfer of any development rights that are now or hereafter allocated to, implied, reserved, or inherent in the Property to any other property.
- 6.15 Commercial Recreation.** Other than de minimis use of the Property for commercial recreational activities, as such terms are defined by Section 2031(c)(8)(B) of the IRC and the applicable Treasury Regulations. By prohibiting more than a de minimis use of the Property for commercial outdoor recreational activities, it is the intent of the parties to prevent the Property from becoming the site of a commercial recreational enterprise, such as a commercial campground, a golf course, an exclusive hunting grounds or club, a commercial site for an all-terrain vehicle, motocross or other racetrack, a dressage field or other similar intensive or predominantly commercial use.
- 6.16 Industrial and Commercial Uses.** The use of the Property for any industrial or non-recreational commercial purpose; provided that home businesses that comply with all federal, state and local laws may be conducted within the Structures Areas.
- 6.17 Off-Road Vehicles and Excessive Noise.** The operation of motorcycles, ATV's, dune buggies, snowmobiles, or any other type of motorized recreational vehicles, or the operation of other sources of compaction or erosion that could adversely and materially impact the Conservation Values of the Property; except that motorized recreational vehicles are allowed on driveways located within the driveway corridors shown on Exhibit B.
- 6.18 Camping.** Public or commercial camping on the Property or development of permanent campsites outside of the Structures Areas. This restriction does not prohibit temporary recreational camping by the Grantor and Grantor's guests.
- 6.19 Night Lighting.** The use of any continuous type of night lighting outside the Structures Areas on the Property. This restriction does not prohibit downward directed night illumination for safety.>

7 REMEDIES.

- 7.1 Dispute Resolution.** If a dispute arises between the Grantor and the Grantee concerning the consistency of any proposed action, activity, or use with the Purposes of this Conservation Easement, the parties shall meet together to discuss the dispute and attempt resolution. Thereafter, either party may refer the dispute to arbitration by request made in writing upon the other. Within thirty (30) days of receipt of such a request, the parties

shall select a single arbitrator to hear the matter. If the parties are unable to agree on the selection of the arbitrator, then the presiding judge of <INSERT APPROPRIATE COUNTY NAME: San Juan, Skagit, or Whatcom> County Superior Court shall appoint one. The matter shall be settled in accordance with chapter 7.04 RCW or the state arbitration statute then in effect, and a judgment on the arbitration award may be entered in any court having jurisdiction thereof. The prevailing party shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for all its costs and expenses, not including attorneys' fees, related to such arbitration which shall be determined by the arbitrator and any court of competent jurisdiction that may be called upon to enforce or review the award. Each party shall be responsible for its own legal fees. The parties agree not to proceed with the proposed action, activity, or use pending resolution of the dispute.

7.2 Grantee's Action.

7.2.1 Injunctive Relief. Irrespective of any other remedies provided for Grantee, Grantee may, following reasonable written notice to Grantor, institute suits or actions to enjoin any violation by Grantor of this Conservation Easement by injunction, including prohibitory and/or mandatory injunctive relief, and to require the restoration of the premises to the condition and appearance required under this Conservation Easement.

7.2.2 Restoration. Should any person or entity, including Grantor, its heirs, successors or assigns, undertake any activity in violation of the terms of this Conservation Easement, Grantee shall have the right to force the restoration of that portion of the Property affected by such activity to the condition that existed prior to the undertaking of such unauthorized activity. In such case, the costs of such restoration and the Grantee's expenses shall be borne by Grantor or those of its heirs, successors, or assigns against whom a judgment is entered, or, in the event that the Grantee secures redress without initiating or completing a judicial proceeding, by Grantor or those of its heirs, successors, or assigns who are otherwise determined to be responsible for the unauthorized activity.

7.2.3 Damages. Grantee shall be entitled to recover damages for violation of the terms of this Conservation Easement or injury to the Conservation Values, including, without limitation, damages for the loss of environmental, aesthetic or scenic values. Without limiting Grantor's liability in any way, Grantee, in its sole discretion, may

apply any damages it recovers to the cost of undertaking corrective or restorative action on the Property.

7.2.4 Immediate Action Required. If Grantee, in its sole and absolute discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values, Grantee may pursue its remedies under this Section 7 without prior notice to Grantor.

7.3 Acts Beyond Grantor's Control. Notwithstanding any other provisions in this Conservation Easement, nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor to abate, correct or restore any condition on the Property or to recover damages for any injury to or change in the Property resulting from causes beyond Grantor's control, including, but not limited to, fire, flood, storm, insect infestation, or earth movement; actions taken by third parties not connected to Grantor (such as trespassers); or from prudent actions taken by Grantor under emergency conditions to prevent, abate or mitigate significant injury to the Property resulting from such causes.

8 SUCCESSION. The benefits of this Conservation Easement shall be assignable but only to a qualified organization within the meaning of Section 170(h)(3) of the IRC which is organized or operated primarily or substantially for one of the conservation purposes specified in Section 170(h)(4)(A) of the IRC. Any assignment of benefits by the Grantee (or successors) must require the transferee to carry out the Purpose of this Conservation Easement. The Grantee shall notify the Grantor, in writing, at the Grantor's last known address, in advance of such assignment. If at any time it becomes impossible for the Grantee to ensure compliance with the covenants contained in this Conservation Easement and the Grantee has not named a successor or successor organization, or the Grantee shall cease to exist, then its rights and duties hereunder shall become vested in and fall upon the following-named entities provided that such entities accept this Conservation Easement and are then organizations meeting the requirements of Section 170(h)(3) of the IRC (or its successor statute), in the following order:

- (1) The Nature Conservancy, a District of Columbia non-profit corporation, having its principal office at 4245 North Fairfax Drive, Suite 100, Arlington, VA 22203;
- (2) Such other entity as may have been formed for purposes similar to The San Juan Preservation Trust, constituting a "qualified organization" within the meaning of the Internal Revenue Code of 1986 (or its successor provision).

Provided that if such vesting in the entities named above is deemed to be void under the Rule against Perpetuities, then the rights and obligations under this Conservation Easement shall vest in such organization as a court of competent jurisdiction shall direct, pursuant to the applicable Washington law and the IRC (or corresponding provision of any future statute) and with due regard to the Purposes of this Conservation Easement, including, but not limited to, the Conservation Values of the Property.

9 TAXES AND EXPENSES.

9.1 Property Taxes. Grantor agrees to pay any and all real property taxes and/or assessments levied by competent authority on the Property. If Grantee is ever required to pay any taxes or assessments on its interest in the Property, Grantor shall reimburse Grantee for the same.

9.2 Cost of Maintenance. Grantor shall bear all the costs of maintenance of the Property, and does hereby indemnify the Grantee therefrom.

10 PROPORTIONATE VALUE; EMINENT DOMAIN.

10.1 Valuation. The Grantor and the Grantee agree that the donation of the Conservation Easement gives rise, for purposes of this Section 10, to a property right immediately vested in the Grantee, with a fair market value that is at least equal to the proportionate value that the Conservation Easement, determined as of the Effective Date, bears to the value of the Property (excluding the value of buildings and other improvements) at that time. The proportionate value of Grantee's property rights shall remain constant. If the Grantor obtains an appraisal for federal income or other tax purposes, Grantor shall provide the Grantee with a copy of that appraisal. If a change in conditions surrounding the Property makes impossible or impracticable the continued use of the Property for conservation purposes, and gives rise to extinguishment of this Conservation Easement by judicial proceedings, the Grantee, on a subsequent sale, exchange or involuntary conversion of the Property, shall be entitled to a portion of the proceeds at least equal to that proportionate value of the Conservation Easement. The Grantee shall use its share of the proceeds in a manner consistent with the Purposes set forth in this Conservation Easement or for the "protection of a relatively natural habitat of fish, wildlife, or plants or similar ecosystem," or the "preservation of open space" as those phrases are used in IRC Section 170(g)(4)(a), as amended, and in regulations promulgated thereunder.

10.2 Eminent Domain. If ever all or part of the Property is taken in exercise of eminent domain by public, corporate, or other authority so as to abrogate the restrictions imposed by this Conservation Easement, the Grantor and the

Grantee shall join in appropriate actions at the time of such taking to recover the full value of the taking and all incidental or direct damages resulting from the taking. All expenses reasonably incurred by the Grantor and the Grantee in this action shall be paid out of the recovered proceeds and the proceeds remaining after the payment of such expenses shall be allocated in accordance with section 10.1 above.

- 11 HOLD HARMLESS.** Grantor shall hold harmless, indemnify, and defend Grantee and its members, directors, officers, employees, agents, and contractors and the heirs, personal representatives, successors, and assigns of each of them (collectively “Indemnified Parties”) from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including without limitation, reasonable attorneys’ fees, arising from or in any way connected with: (1) injury to or death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, except to the extent caused by the willful or negligent acts of any of the Indemnified Parties; (2) the obligations specified in paragraphs 9.1 and 9.2; (3) the violation or alleged violation of, or other failure to comply with, any state, federal or local law, regulation or requirement, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 USCA §§9601 *et seq.*) (“CERCLA”), the Washington State Model Toxics Control Act, chapter 70.105D RCW (“MTCA”) or any successor or related law, by any person other than any of the Indemnified Parties; (4) the presence or release in, on, or from the Property, at any time, of any substance now or hereafter defined, listed or otherwise classified pursuant to any federal, state or local law, regulation or requirement as hazardous, toxic or polluting to the air, water or soil, or in any way harmful or threatening to human health or the environment, unless caused solely by any of the Indemnified Parties; and (5) the existence or administration of this Conservation Easement.
- 12 ENVIRONMENTAL LIABILITY.** Grantor is solely responsible and Grantee has no responsibility whatsoever for the operation of the Property or the monitoring of hazardous and other conditions thereon. Notwithstanding any other provision of this Conservation Easement to the contrary, the parties do not intend, and this Conservation Easement shall not be construed, such that: (1) it creates in the Grantee the obligations or liabilities of an “owner” or “operator” as those words are defined and used in the environmental laws, including without limitations the CERCLA, MTCA or any successor or related law; or (2) it creates in the Grantee obligations or liabilities of a person described in 42 U.S. Code §9607(a)(3), RCW 70.105D.040 or any successor or related law. The term “environmental laws” includes, without limitation, any federal, state, local, or administrative agency

statute, regulation, rule, ordinance, order, or requirement relating to environmental conditions or hazardous substances.

- 13 COVENANTS.** It is the express intent of the Grantor and Grantee that the provisions of this Conservation Easement shall run with the land and burden title to the Property in perpetuity, and shall be binding upon and inure to the benefit of the heirs, successors, and assigns of the parties hereto.
- 14 “GRANTOR” - “GRANTEE”.** The terms “Grantor” and “Grantee”, wherever used in this Conservation Easement, and any pronouns used in place thereof, shall be held to mean and to include, respectively the above-named Grantor, and heirs, successors, personal representatives, and assignees of said Grantor, and each of them, and the above-named Grantee, its successors and assigns.
- 15 SEVERABILITY.** In the event that any provision of this grant or the application thereof to any person or circumstance shall be determined to be invalid or unenforceable, the remainder of the provisions hereof, and the application of such provisions to persons or circumstances other than those as to which it is determined to be invalid, shall not be affected thereby.
- 16 SUBSEQUENT TRANSFERS; NO MERGER.**
- 16.1 Binding Effect.** Grantor agrees to incorporate the terms of this Conservation Easement in any deed or other legal instrument by which they divest themselves of any interest in all or a portion of the Property, including without limitation, a leasehold interest, and shall notify Grantee in writing of any transfer within five business days after closing. Grantor agrees to pay a transfer fee of one-tenth (1/10) of 1% of the purchase price to Grantee to be used for purposes consistent with Grantee’s mission. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of this Conservation Easement or limit its enforceability in any way.
- 16.2 Merger of Title.** In the event that Grantee acquires the fee title to the real estate covered by this Conservation Easement, it is the intent of the parties, both Grantor and Grantee, that no merger of title shall take place which would merge the restrictions of the Conservation Easement with fee title to the Property and thereby eliminate them, as the parties intend that no such merger take place and that the restrictions on the use of the real estate, as embodied in this Conservation Easement shall, in the event title becomes vested in Grantee, become and remain permanent and perpetual restrictions on the use of the Property and that merger, which would eliminate such restrictions, shall not take place.

17 NOTICES.

17.1 Means of Notice. All notices required or permitted to be given under the terms of this Conservation Easement shall be in writing, sent as registered or certified mail or other courier providing reliable proof of delivery, and addressed as set forth below:

To Grantor:

<INSERT NAME>
<INSERT ADDRESS LINE 1>
<INSERT ADDRESS LINE 2>

To the Grantee:

The San Juan Preservation Trust
Box 327
Lopez Island WA 98261

Either Grantor or Grantee may, by proper notice to the other, designate another address for the giving of notices. All notices shall be deemed given on the third day following the day the notice is mailed in accordance with this Section 17.

17.2 Prior Notice and Approval. The purpose of notice and approval is to afford Grantee an opportunity to ensure that the activities or uses in question are designed and carried out in a manner consistent with the Purposes and terms of this Conservation Easement. Where notice to Grantee is required, Grantor shall describe in such notice 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 Conservation Easement and the Purpose thereof. Where Grantee's approval is required as provided in Section 5 above, Grantee shall have twenty (20) days from receipt of the notice to request additional information to evaluate the proposed activity. Where no additional information is requested, Grantee shall grant or withhold its approval in writing within forty-five (45) days of receipt of Grantor's written request for approval. Where additional information is requested, Grantee shall grant or withhold its approval in writing within thirty (30) days from receipt of the additional information. Grantee's approval may be withheld only upon a reasonable determination by Grantee that the action as proposed would be inconsistent with the Purposes and terms of this Conservation Easement. If Grantee determines that the activity or use as contemplated by Grantor in its notice is not consistent with the Purposes and/or terms of the Conservation Easement, Grantee shall

inform Grantor in writing of its determination and of any reasonable conditions that would make the activity or use in question consistent with the Purposes and terms of this Conservation Easement. When Grantee's approval is required, and when Grantee does not grant or withhold its approval in the time period and manner set forth herein, Grantor may conclusively assume Grantee's approval of the permitted use or activity in question, as described in Grantor's notice thereof.

17.3 Optional Notice and Consultation. If Grantor is unsure whether a proposed use or activity is prohibited by this Conservation Easement, Grantor may consult Grantee by providing Grantee a written notice describing the nature, scope, design, location, timetable, and any other material aspect of the proposed use or activity in sufficient detail to permit Grantee to make an informed judgment as to its consistency with the Purposes and to provide comments thereon to Grantor. This subsection does not itself impose a requirement of prior approval of the activity described in any such notice; however, if Grantee does not provide written objections within forty-five (45) days after receipt of Grantor's notice, Grantee will be deemed to have approved of the proposed use or activity.

18 LIBERAL CONSTRUCTION. Any general rule of construction to the contrary notwithstanding, this Conservation Easement shall be liberally construed in favor of the grant to effect the Purposes of this Conservation Easement and the policy and purpose of RCW 64.04.130 and chapter 84.34 RCW. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the Purposes of this Conservation Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

19 AMENDMENTS. Grantor and Grantee recognize that circumstances could arise that justify amendment of certain of the terms, covenants, or restrictions contained in this Conservation Easement, and that some activities may require the discretionary consent of the Grantee. To this end, the Grantor and Grantee have the right to agree to amendments and discretionary consents to this Conservation Easement without prior notice to any other party, provided that in the sole and exclusive judgment of the Grantee, such amendment or discretionary consent furthers or is not inconsistent with the Purposes of this Conservation Easement. This Conservation Easement shall not be amended, modified, or terminated except in writing in a document signed by the Grantor and Grantee. **<INSERT WHERE CONSERVATION EASEMENT INCLUDES MULTIPLE TAX PARCELS AND/OR SUBDIVISION IS ALLOWED: Should the Property be owned by separate parties, the conservation easement as it pertains to one of the legal parcels may be amended without the consent of the owner of the other legal parcel.>** No amendment shall be allowed that would adversely affect the qualifications of this

Conservation Easement as a charitable gift or the status of the Grantee under any applicable laws. Any such amendment shall be consistent with the Purposes of this Conservation Easement, shall not affect its perpetual duration, shall not permit additional development other than development permitted by this Conservation Easement on its Effective Date and shall not permit any impairment of the significant Conservation Values of the Property. Any amendment shall be consistent with the Grantee's Conservation Easement Amendment Policy. Any such amendment shall be recorded in the land records of <INSERT APPROPRIATE COUNTY NAME: San Juan, Skagit, or Whatcom> County of Washington. Nothing in this section shall require Grantor or Grantee to agree to any amendment.

- 20 RECORDATION.** Grantee shall record this instrument in a timely fashion, in the Official Records of <INSERT APPROPRIATE COUNTY NAME: San Juan, Skagit, or Whatcom> County, Washington, and other appropriate jurisdictions, and Grantee may re-record it at any time as may be required to preserve its rights in this Conservation Easement.
- 21 GOVERNING LAW.** The interpretation and performance of this Conservation Easement shall be governed by the laws of the State of Washington.
- 22 NO FORFEITURE.** Nothing contained in this Conservation Easement will result in a forfeiture or reversion of Grantor's title in any respect.
- 23 ENTIRE AGREEMENT.** This instrument sets forth the entire agreement of the parties with respect to the Property and supersedes all prior discussions, negotiations, understandings or agreements relating to the Property, all of which are merged into this Conservation Easement. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment that complies with Section 19 above.
- 24 TERMINATION OF RIGHTS AND OBLIGATIONS.** Notwithstanding anything contained in this Conservation Easement to the contrary, upon transfer of a party's interest in all or a portion of the Property, that party's rights and obligations under this Conservation Easement terminate to the portion transferred, except that liability for acts or omissions occurring prior to transfer shall survive transfer.
- 25 COUNTERPARTS.** This instrument may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same document, binding all of the parties hereto, notwithstanding all of the parties are not signatory to the original or the same counterparts. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

- 26 **CAPTIONS.** The captions in this instrument have been inserted solely for convenience of reference and are not part of this instrument and shall have no effect upon construction or interpretation.
- 27 **EFFECTIVE DATE.** This Conservation Easement shall be effective as of the date of recording.

TEMPLATE

<SAMPLE GRANTOR SIGNATURE PAGE – INDIVIDUAL OWNERS>

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

<INSERT NAME>

<INSERT NAME>

State of Washington)
) ss
County of _____)

On this day, personally appeared before me <INSERT NAME(S)>, to me known to
be the individual(s) described in and who executed the within and foregoing instrument,
and acknowledged that <he/she/they> signed the same as <his/her/their> free and
voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this ____ day of _____, 20__.

Notary Public in and for said state,
residing at _____
My commission expires:_____

<SAMPLE GRANTOR SIGNATURE PAGE – LIMITED PARTNERSHIP>

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

<INSERT NAME>, a <INSERT
STATE> limited partnership

State of Washington)
) ss
County of _____)

I certify that I know or have satisfactory evidence that <INSERT NAME OF
PERSON> 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 <INSERT TYPE OF AUTHORITY: FOR
EXAMPLE: General Manager, Managing Partner, etc.> of <INSERT NAME OF
LIMITED PARTNERSHIP> to be the free and voluntary act of such party for the uses and
purposes mentioned in the instrument

Given under my hand and official seal this ____ day of _____, 20__.

Notary Public in and for said state,
residing at _____
My commission expires:_____

<SAMPLE GRANTOR SIGNATURE PAGE – LIVING TRUST>

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

<INSERT NAME>, a <INSERT
STATE> living trust

State of Washington)
) ss
County of _____)

I certify that I know or have satisfactory evidence that <INSERT NAME OF
PERSON> 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 <INSERT TYPE OF AUTHORITY: FOR
EXAMPLE: Trustee> of <INSERT NAME OF LIVING TRUST> to be the free and
voluntary act of such party for the uses and purposes mentioned in the instrument

Given under my hand and official seal this ____ day of _____, 20__.

Notary Public in and for said state,
residing at _____
My commission expires:_____

<SAMPLE GRANTOR SIGNATURE PAGE – LLC>

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

<INSERT NAME>, a <INSERT STATE> limited liability company

State of Washington)
) ss
County of _____)

I certify that I know or have satisfactory evidence that <INSERT NAME OF PERSON> 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 <INSERT TYPE OF AUTHORITY: FOR EXAMPLE: General Manager, President, etc.> of <INSERT NAME OF LIMITED LIABILITY COMPANY> to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument

Given under my hand and official seal this ____ day of _____, 20__.

Notary Public in and for said state,
residing at _____
My commission expires:_____

<SAMPLE GRANTOR SIGNATURE PAGE – OTHER REPRESENTED ENTITY>

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

<INSERT NAME>,
a <INSERT STATE AND TYPE OF
ENTITY>

State of Washington)
) ss
County of _____)

I certify that I know or have satisfactory evidence that <INSERT NAME OF PERSON> 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 <INSERT TYPE OF AUTHORITY: FOR EXAMPLE: General Manager, President, etc.> of <INSERT NAME OF REPRESENTED ENTITY> to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Given under my hand and official seal this ____ day of _____, 20__.

Notary Public in and for said state,
residing at _____
My commission expires:_____

THE SAN JUAN PRESERVATION TRUST does hereby accept the above Conservation Easement.

THE SAN JUAN PRESERVATION TRUST

By _____
Its _____

State of Washington)
) ss
County of _____)

I certify that I know or have satisfactory evidence that **<INSERT NAME OF PERSON>** 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 **<INSERT TYPE OF AUTHORITY: FOR EXAMPLE: Executive Director, President, etc.>** of The San Juan Preservation Trust to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Given under my hand and official seal this _____ day of _____, 20____.

Notary Public in and for said state,
residing at _____
My commission expires: _____

EXHIBIT “A”

Legal Description of the Property

<INSERT FULL LEGAL DESCRIPTION>

SUBJECT TO easements and restrictions of record.

TEMPLATE

EXHIBIT “B”

Map of Property Protected by the Conservation Easement

<INSERT MAP>

TEMPLATE

EXHIBIT “C”

Aerial Photo of the Property Protected by the Conservation Easement

<INSERT AERIAL PHOTO>

TEMPLATE

EXHIBIT “D”

Acknowledgement of Baseline Present Conditions Report

Grantor and Grantee acknowledge that each has read the Baseline Present Conditions Report, dated <INSERT DATE>, and that the report accurately reflects the currently available baseline data regarding the condition of the Property subject to the Conservation Easement as of the Effective Date of the Conservation Easement.

<INSERT GRANTOR’S NAME>	THE SAN JUAN PRESERVATION TRUST
By: _____	By: _____
Its _____	Its _____
Date: _____	Date: _____