

After recording return to:

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GRANTOR:  
GRANTEE: WHATCOM COUNTY  
GRANTEE (Trustee): N/A  
LEGAL DESCRIPTION:  
TAX PARCEL I.D. #:  
REFERENCE #'s:

## **CONSERVATION EASEMENT INCLUDING MITIGATION**

This grant of a conservation easement is made by and between \_\_\_\_\_, referred to hereafter as "Grantors," and Whatcom County, referred to hereafter as "Grantee." The Grantors own real property in Whatcom County, the legal description of which is attached hereto as Exhibit A (hereinafter the "Property"). The intent of Grantors and Grantee, through this conservation easement, is to preserve, protect, maintain and limit use of a portion of Grantors' undeveloped Property containing an identified critical area(s) and/or its associated buffer area(s), defined pursuant to WCC 16.16 – Whatcom County Critical Areas Ordinance, for the purpose of protecting the ecological functions and values provided by said critical area(s).

Grantors hereby convey to Grantee, its successors, heirs, and assigns, an easement for conservation purposes in reference to wetlands and/or Habitat Conservation Areas and/or associated buffers and/or compensatory mitigation areas as defined pursuant to WCC 16.16. The conservation easement is depicted as "Conservation Easement" on Exhibit B attached hereto (hereinafter the "Conservation Easement").

It is the intent of this easement that the grant of protection not exceed the purpose, boundaries, or duration of critical area protection required by law under the Whatcom County Critical Areas Ordinance. Should the size, shape, or character of the identified critical area be altered by natural processes and/or operation of law in favor of the grantor, this easement shall be subject to amendment to conform to those changes, as determined by the administrator or a court of competent jurisdiction.

This conservation easement consists of mutual rights and obligations and is subject to the reservation of rights set forth below.

1. **Rights, Obligations and Reservations.** All rights, obligations and reservations shall operate as covenants running with the land.

**Permitted Uses and Rights Reserved by Grantors.** Grantor reserves the following rights:

- a. To use the property as allowed by applicable Whatcom County Ordinances after disclosing the proposed use to Whatcom County.
  - b. To include the acreage of the conservation easement within any development permit application or any project proposal that may be located on the Property for the purposes of calculating residential density or designating required open space.
  - c. To maintain fish and wildlife habitat.
  - d. Only upon written consent of Grantee, or by an approved farm plan or an approved addendum by the Technical Administrator:
    - (1) and only upon written recommendation of a certified arborist or certified forester, to selectively remove hazard trees to reduce safety hazards; provided that, in the event of an emergency and prior written consent is not feasible, Grantor shall be subject to the provisions of WCC 16.16.235.A; or
    - (2) to enhance or restore degraded fish or wildlife habitat, wetlands, or wildland forest characteristics, on an ecologically managed basis; or
    - (3) to allow construction of unpaved foot trails; or
    - (4) install utilities as approved by the Technical Administrator.
2. **Restrictions on Use.** Except as provided above, and as may be necessary to carry out those rights reserved, and after review by Technical Administrator, the Grantors shall not conduct the following activities within the Conservation Easement area:
- a. Remove trees or native vegetation.
  - b. Permit grazing of domestic animals.
  - c. Excavate, dredge, fill, dike or otherwise alter the landscape or topography.
  - d. Store derelict vehicles, hazardous substances, or waste of any kind.
  - e. Explore for or extract minerals, hydrocarbons, soils, gravel or other materials.
  - f. Construct, erect or place any buildings, structures, or improvements, either of a temporary or permanent nature.
  - g. Grant or allow road or utility construction and easements.
  - h. Alter the surface or subsurface hydrology entering or exiting the conservation easement area.

Otherwise use the conservation easement area in a manner that is inconsistent with the reservation of rights and the purposes of this Conservation Easement.

**3. Rights and Responsibilities of Grantee.**

- a. Any forbearance by Grantee to exercise any rights under this agreement, in the event of a breach, shall not be deemed to be a waiver of Grantee's rights under this Conservation Easement.
- b. To access, with notice to Grantor, or with an administrative search warrant, to grantee, agents, successor and assigns for the limited purpose of monitoring this easement.

**4. General Conditions.**

- a. This conservation easement does not grant or permit public access to any portion of the conservation easement.
- b. Grantee may assign its interest in this conservation easement upon written consent of grantor.
- c. This conservation easement shall run with the property and shall be binding on successors, assigns, heirs of Grantor and Grantee.
- d. In the event that any of the provisions contained in this conservation easement are declared invalid or unenforceable in the future, all remaining provisions shall remain in affect.
- e. This conservation easement is associated with a mitigation case, number\_\_\_\_\_. The grantor agrees to the following maintenance and monitoring requirements:
  - i. I, \_\_\_\_\_, agree to maintain the mitigation site at the address noted above and/or provide annual monitoring reports as a condition of permit number \_\_\_\_\_. I understand that maintenance includes replacing any failed plants in order to meet the performance standards set forth in the approved mitigation plan and watering, mulching, weeding and removing non-native, invasive species from the mitigation site. I understand that this maintenance shall occur for a minimum five-year monitoring period, unless reduced to 3-years of monitoring by the Technical Administrator in accordance with WCC 16.16.260.C.
  - ii. I, \_\_\_\_\_, grant Whatcom County authorization to access the mitigation site at the property described above at a reasonable time during the monitoring period to verify the submitted monitoring reports or to complete mitigation installation as stated in the AOS or Bond Agreement approved under project permit number \_\_\_\_\_. I may request to have Whatcom County staff notify me prior to accessing the mitigation site.
  - iii. In the event that the property is sold, I agree to inform the new property owners of the mitigation project and to transfer these maintenance and/or monitoring requirements to the new property owners.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Grantor

\_\_\_\_\_  
Grantor

\_\_\_\_\_  
Grantor/Print Name

\_\_\_\_\_  
Grantor/Print Name

STATE OF WASHINGTON    )  
  )ss.  
COUNTY OF WHATCOM    )

I certify that I know or have satisfactory evidence that \_\_\_\_\_  
is/are the person(s) who appeared before me, and said person acknowledge that he signed  
this instrument, on oath stated that he was authorized to execute the instrument and  
acknowledged it to be the free and voluntary act of such party for the uses and purposes  
mentioned in the instrument.

Dated: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC, in and for the State of Washington,  
residing at: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

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STATE OF WASHINGTON    )  
  )ss.  
COUNTY OF WHATCOM    )

I certify that I know or have satisfactory evidence that \_\_\_\_\_  
is/are the person(s) who appeared before me, and said person acknowledge that he signed  
this instrument, on oath stated that he was authorized to execute the instrument and  
acknowledged it to be the free and voluntary act of such party for the uses and purposes  
mentioned in the instrument.

Dated: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC, in and for the State of Washington,  
residing at: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

**Reviewed and approved by:**

\_\_\_\_\_  
Whatcom County Natural Resources Division  
Conservation Easement Including Mitigation  
PL4-86-002 L

\_\_\_\_\_  
Date

## CONSERVATION EASEMENT RECORDING INSTRUCTIONS DO NOT RECORD THIS PAGE

### *Margin requirements for recording a document at the Auditors Office*

*3 inch margin at the top for 1<sup>st</sup> page only*

*1 inch on all other margins*

*Do not write in these margins*

1. **Grantor:**  
This will need to be completed – this is the person who signs the document. If more than one person signs then include all names.
2. **Legal description:**  
Full legal description (not the Assessors legal description) is required at the Auditor's to record your document. Your full legal can be found in your Deed or Deed of Trust. Attach a copy to your document.
3. **Abbreviated legal:**  
Is required on the first page of the document. You can get this from your full legal description. (Example: NW 4 SE 4 R40 S05)
4. **Tax Parcel I/D. #:**  
Is required, you can locate this number from your Deed or Deed of Trust.
5. **Exhibit B:**  
This is the Conservation Easement map which indicates the location of the Conservation Easement on the parcel.
6. **Reference #'s:**  
This refers to any previously recorded documents concerning a conservation easement.
7. Grantor(s) sign on Page 4 of 4 in front of a notary – signatures are required to be notarized. This can be done at the PDS Front Counter (\$8.00 fee)
8. Grantor(s) print your name under your signature.
9. Technical Advisor for permit signs the document at this time.
10. Take your document to the Treasurer's Office, 1<sup>st</sup> floor of the Courthouse for excise tax stamp.
11. Record completed document at the Auditor's office, 1<sup>st</sup> floor of the Courthouse.
12. Return to PDS with original recorded document. PDS staff will make a copy and return the original to you. Keep your original.