



July 22, 2025
615 Sheridan Street
Port Townsend, WA 98368
www.JeffersonCountyPublicHealth.org

**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA REQUEST

TO: Board of County Commissioners

FROM: Michael Dawson, Water Quality Manager, Environmental Public Health
Tami Pokorny, Natural Resources Program Coordinator

DATE: July 28, 2025

SUBJECT: WORKSHOP: Quimper Trust Land Transfer Project Deed of Right, Stewardship Agreement, and Conservation Futures Project Grant Agreement

STATEMENT OF ISSUE:

Jefferson County Public Health (JCPH) requests time for a workshop to review and discuss three documents pertaining to the Quimper Trust Land Transfer project properties.

ANALYSIS:

In 2024, Jefferson County acquired four parcels known collectively as Quimper East and Quimper West near the City of Port Townsend. The properties were previously leased from the Department of Natural Resources (DNR) by Jefferson County through the DNR's Trust Land Transfer Program. Resolution 35-22 on August 1st, 2022, awarded Conservation Futures funds to a project sponsored by Jefferson Land Trust to acquire these properties fee simple. JCPH would like to familiarize the Board with three documents intended to help ensure that the properties are retained and protected as publicly accessible open space and that the Land Trust and County may continue to partner in caring for the properties according to a completed management plan. The three documents, to be submitted on the Consent Agenda, are:

- A Deed of Right to fulfill the DNR's deed restriction requirement and provide permanent open space protections,
- A Conservation Futures project grant agreement to help reimburse the Land Trust's operations and maintenance costs, and a
- Stewardship Agreement to support stewardship activities by Jefferson Land Trust for the next ten years

FISCAL IMPACT:

There is no impact to the General Fund to hold this workshop.

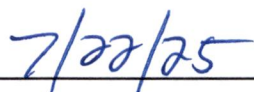
RECOMMENDATION:

JCPH Management recommends holding a workshop to review and discuss the three documents pertaining to the Quimper Trust Land Transfer project.

REVIEWED BY:



Josh Peters, County Administrator



Date

Upon Recording, Please Return To:
Jefferson Land Trust
1033 Lawrence St.
Port Townsend, WA 98368

**DEED OF RIGHT TO USE LAND FOR
CONSERVATION PURPOSES**

Quimper West and Quimper East Properties

Grantor: Jefferson County, a political subdivision of the State of Washington

Grantee: Jefferson Land Trust, a Washington nonprofit corporation

Definition and Abbreviated Legal Description:

Quimper West: Portion of Section 32, T31N, R1W, Jefferson County, Washington

Quimper East: Portion of Section 33, T31N, R1W, Jefferson County

(More particularly described in Exhibit "A" (Legal Description), and as depicted in Exhibit "B" (Property Map))

Assessor's Property Tax Parcel Number(s):

Quimper West: 101323004, 101324001, 999007201

Quimper East: 101333002

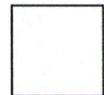
Reference Numbers of Documents Assigned or Released: AFN#s 664842 and 664843

1. Conservation Futures Deed Restrictions: Grantor is a county within the State of Washington, authorized by RCW 84.34.210 to acquire and convey selected "open space land" so designated under the provisions of Chapter 84.34 RCW and Chapter 3.08 Jefferson County Code (JCC) by a contractual right necessary to protect, preserve, maintain, improve, restore, limit the future use of, or otherwise conserve the "open space land."
2. Grantee is a nonprofit nature conservancy corporation or association, defined in RCW 84.34.250, authorized by RCW 84.34.210 and RCW 84.34.220 to specifically purchase or otherwise acquire, except by eminent domain, rights in perpetuity to future development of any "open space land" so designated under the provisions of Chapter 84.34 RCW.



3. The Quimper East property (as defined above) and the Quimper West property (as defined above) are "open space land," as designated in RCW 84.34.020, and are part of the Quimper Wildlife Corridor. The Quimper Wildlife Corridor is a 3.5-mile band of forest stretching across the tip of the Quimper Peninsula from Fort Worden to McCurdy Point. This greenbelt links six wetlands along a 100-year floodplain and natural drainage basin, which filters urban stormwater. This natural system protects water quality in local aquifers, into the Strait of Juan de Fuca and out to Protection Island, where 70 percent of Puget Sound's seabird populations nest. The Quimper Wildlife Corridor's forests provide safe passage and natural refuge for everything from migratory songbirds like Swainson's Thrush to the slow, local migration of rough-skinned newts, while a maze of trails attracts visitors from nearby Port Townsend.
4. Grantor obtained fee simple title to the Quimper East property and the Quimper West property from the State of Washington Department of Natural Resources, after exercising an option to purchase 2009 leases of both properties that stated in Section 3.02:

The terms and conditions of the offer must include a deed restriction that restricts the Permitted Use of the Property to fish and wildlife habitat, open space, or recreation use in conformance with Washington Laws of 2008, Ch.328, Section 3042 and other applicable law, and require that the Premises no longer be used for any other purposes. Said deed restriction shall be binding on the purchaser and all successors and assigns.
5. Grantee was the project sponsor on the acquisition of the Quimper East property and the Quimper West property from the State of Washington Department of Natural Resources. Pursuant to Chapter 3.08 JCC, Grantee pledged a match of at least 50% of the funds necessary to acquire the properties, with Grantor using conservation futures funds from property taxes collected pursuant to RCW 84.34.230. This Deed of Right is effective upon signature.
6. Pursuant to Chapter 84.34 RCW, Chapter 3.08 JCC, and the requirement in Section 3.02 of the options under which the properties were acquired, a deed restriction is required for the uses of the properties in perpetuity to fish and wildlife habitat, open space, or recreation use. This Deed of Right is intended to fulfill this deed restriction requirement.
7. Grantor and Grantee hereby agree to be bound by JCC 3.08.030(9), the uses authorized under RCW 84.34.230, and the limitations in Section 3.02 of the option to purchase, including the obligation to ensure the long-term conservation of the Quimper East property and the Quimper West property.
8. Consistent with JCC 3.08.030(9), the Quimper East property and the Quimper West property shall not be converted to a different use unless and only if other equivalent lands



or interest in lands within Jefferson County are received by in exchange.

Consideration:

9. Grantor and Grantee enter this Deed of Right for and in consideration of the match funding provided by Grantee pursuant to the requirements of Chapter 3.08 JCC and pursuant to the Grant Agreement entered into between Grantor and Grantee entitled Quimper Trust Land Transfer signed by Grantor on the seventh day of September 2021 and Grantee the twentieth day of August 2021 and supporting materials which are on file with Grantor and Grantee in connection with the Grant Agreement.

Termination Rights Conveyed to Grantor in this Deed of Right:

10. The rights conveyed to Grantee in this Deed of Right shall terminate upon (a) a material breach by Grantee of the Grant Agreement; (b) dissolution of Grantee; (c) failure of Grantee to maintain its status as a nonprofit nature conservancy corporation or association, defined in RCW 84.34.250; or, (d) upon the written agreement of both the Grantor and Grantee, upon an affirmative vote by both the Grantor's Board of County Commissioners and of Grantee's Board of Directors. This section does not apply if a successor organization, nonprofit nature conservancy corporation or association as defined in RCW 84.34.250, assumes the responsibilities of the Grantee.
11. Termination may apply to one or both of the properties.
12. Upon termination of the rights conveyed to Grantee in this Deed of Right, Grantor and Grantee agree to cooperate in removing the rights conveyed to Grantee in this Deed of Right from the title of the Quimper East property and the Quimper West property.

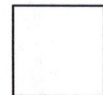
Rights Conveyed by this Deed of Right:

13. Grantor grants and conveys to Grantee the following rights to the Quimper East Property and the Quimper West property for the purpose of ensuring the long-term conservation of the Quimper East property and the Quimper West property as open space consistent with the requirements of Chapter 84.34 RCW and Chapter 3.08 JCC, as follows:
 - a. Grantor shall allow public access for recreational uses to the Quimper East property and the Quimper West property. This provision is not intended to prevent reasonable access or use restrictions that are necessary for safe and effective management of the Quimper East property and the Quimper West property consistent with habitat conservation purposes and the Grant Agreement.
 - b. Grantor approves ecological forest management activities for forest restoration, enhancement and health that benefit habitat functions under a mutually approved



Stewardship Plan.

- c. Grantor shall provide access by Grantee to inspect the Quimper East property and the Quimper West property for compliance with the terms of this Deed of Right and the applicable Grant Agreement to which Grantor is a signatory. Such access shall be subject to the restrictions, if any, allowed under the Grant Agreement, by written agreement with Grantee, or under state law.
 - d. Grantor warrants it has and shall maintain the legal right and means to reach the Quimper East property and the Quimper West property.
 - e. Without prior written consent by Grantee or its successors, through an amendment to the Grant Agreement or the process set forth below, Grantor shall not use or allow any use of the Quimper East property and the Quimper West property (including any part of it) that is inconsistent with the conservation purposes granted in this Deed of Right and as stated in the Grant Agreement.
 - f. Grantor shall not grant or suffer the creation of any property interest that is inconsistent with the conservation grant purposes granted in this Deed of Right and as stated in the Grant Agreement or otherwise approved in writing by Grantee.
14. Grantee's consent to an inconsistent use or property interest under this Deed of Right shall be granted only to the extent permitted by law and upon the following three conditions, which ensure the substitution of other eligible land. The conditions are: (a) the substitute conservation land must be of reasonably equivalent habitat qualities, characteristics and location for the conservation purposes as the Quimper East property and the Quimper West property prior to any inconsistent use; (b) the substitute conservation land must be of at least equal fair market value to the Quimper East property and the Quimper West property at the time of Grantee's consent to the inconsistent use; and, (c) the fair market value of the Quimper East property and the Quimper West property at the time of Grantee's consent to the inconsistent use shall not take into consideration any encumbrances imposed on or alterations made to that land as a result of the original state grant and other grants if such encumbrances or alterations reduce the value of the Quimper East property and the Quimper West property from what it would be without them.
15. For purposes of this Deed of Right, the Grant Agreement includes any amendments thereto that occur prior to or subsequent to the execution of this Deed of Right.
16. This Deed of Right contains covenants running with the land and shall be binding upon Grantor, its successors and assigns, and upon any person acquiring the Quimper East property or the Quimper West property, or any portion of them, or any interest in them, including a leasehold interest, whether by operation of law or otherwise. If Grantor sells



all or any portion of its interest, the new owner of the Quimper East property or the Quimper West property or any portion of them (including, without limitation, any owner who acquires its interest by foreclosure, trustee's sale or otherwise) shall be subject to applicable covenants and requirements under the Deed of Right.

17. This Deed of Right may not be removed or altered from the Quimper East property or the Quimper West property, or the Quimper East property and the Quimper West property further encumbered, or any property rights in or appurtenant to the Quimper East property and the Quimper West property transferred or sold, unless specific written approval has been granted by Grantee.
18. No sale or transfer of the Quimper East property or the Quimper West property including less than fee conveyance of property interest, or changes to this Deed of Right, shall be made without the written approval of Grantee. Any such sale or transfer of any property interest or rights in the Quimper East property and the Quimper West property, or changes to this Deed of Right, or the recording of any encumbrance, covenant, etc. upon the Quimper East property and the Quimper West property shall be void when made unless approved in writing by Grantee and made part of the Grant Agreement by amendment.
19. Grantee shall obtain the consent of Jefferson County prior to any conveyance of any interest acquired hereby.
20. Grantee shall have an independent right to enforce the terms of this Deed of Right.

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Jefferson County

Name: _____

Title: _____

Dated this _____ day of _____, 20____

STATE OF WASHINGTON)
COUNTY OF _____) ss

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

Dated: _____

Signed: _____

Notary Public in and for the State of Washington,
residing in _____

My commission expires _____.

REMAINDER OF PAGE IS INTENTIONALLY BLANK; ADDITIONAL SIGNATURE PAGE
FOLLOWS



GRANTEE:

JEFFERSON LAND TRUST

By: _____

Name: _____

Title: _____

Dated this _____ day of _____, 20_____

STATE OF WASHINGTON)
) ss
COUNTY OF _____)

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

Dated: _____

Signed: _____

Notary Public in and for the State of Washington,

residing in _____

My commission expires _____



EXHIBIT A

LEGAL DESCRIPTION FOR QUIMPER EAST

Portion of Section 33, T3 1 N, R 1 W

Jefferson County, Washington

Government lot 5 of Section 33, Township 31 North, Range 1 West, Willamette Meridian, Jefferson County, Washington, EXCEPT the north 330 feet thereof, as shown and described by that Record of Survey recorded January 11, 1996, in Book 17 of Surveys at Pages 123- 128, under Auditor' s File No. 387842, Jefferson County records.

LEGAL DESCRIPTION FOR QUIMPER WEST

Portion of Section 32, T3 1 N, R 1 W

Jefferson County, Washington

The SE 1/4 of the S W 1/4 and the SW 1/4 of the SE 1/4 of Section 32, Township 3 1 North, Range 1 West, Willamette Meridian, Jefferson County, Washington, according to U.S. Government subdivision procedures,

TOGETHER WITH

Lots 1 , 2, 3, 4 and 5 of Block 72 of the Supplementary Plat of Captain Tibbals Lake Park, according to the plat thereof recorded in Volume 2 of Plats at Page 3, records of Jefferson County Washington.

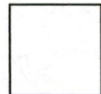
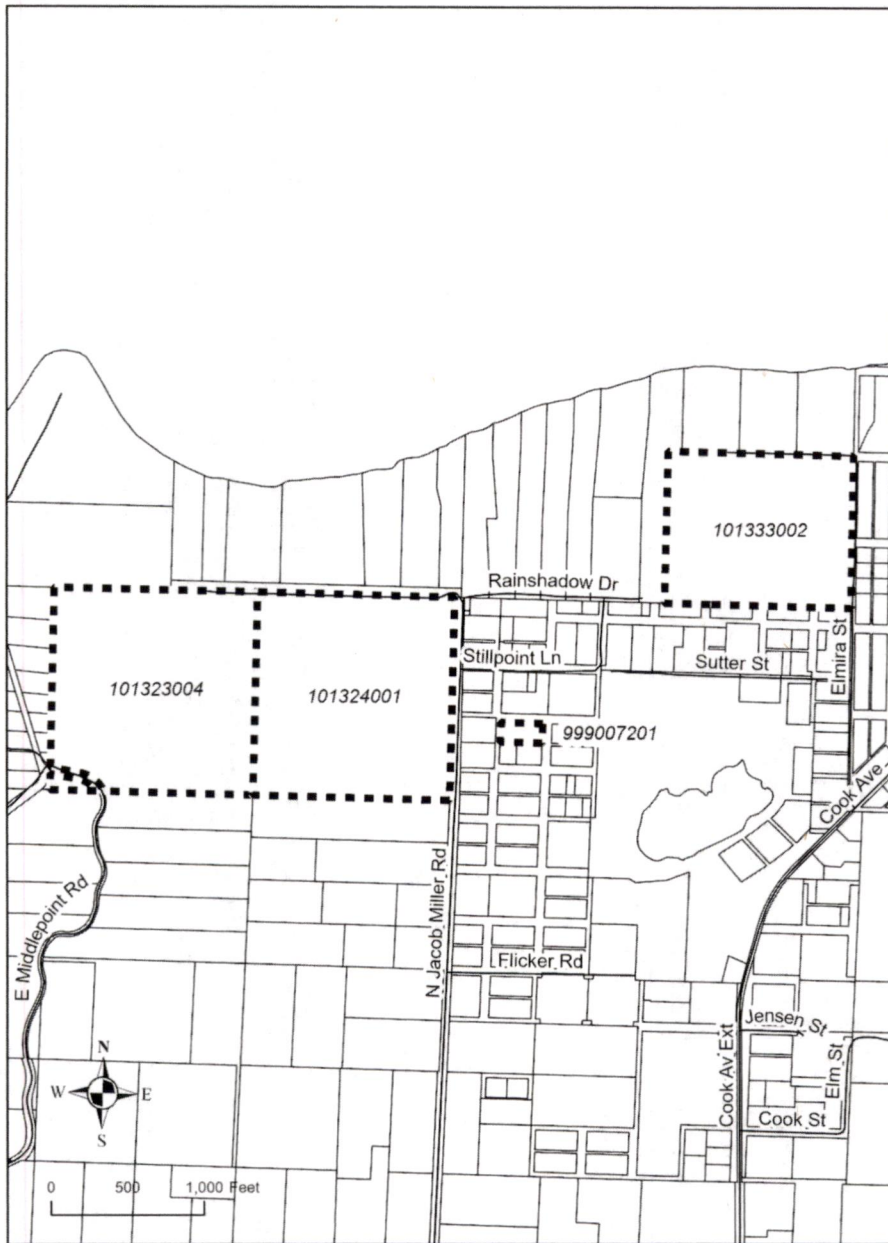


EXHIBIT B
PROPERTY MAP



 Quimper Trust Land Transfer Project (107 ac) Map created 4/18/25 by Jefferson County



STEWARDSHIP AGREEMENT
Between Jefferson Land Trust ("JLT") and
Jefferson County ("the County")

THIS AGREEMENT is entered into between the Jefferson Land Trust (hereinafter referred to as JLT), and Jefferson County (hereinafter referred to as the County), for stewardship activities in support of open space and habitat preservation.

RECITALS

Whereas, JLT's mission is to work with the community to preserve open space, working lands, and habitat forever; and

Whereas, Jefferson Land Trust has been working since 1995 to protect the Quimper Wildlife Corridor as a corridor linking critical habitat areas, in accordance with the Growth Management Act (GMA) goal of protecting such critical areas; and

Whereas, Jefferson County has purchased the Quimper West and Quimper East properties in order to protect the open space and habitat functions of the two properties described herein;

Now, therefore, the parties to this Agreement agree to the following:

1. Obligations:

JLT hereby agrees to support Jefferson County's willingness to preserve and protect these lands of important habitat and public open space values as follows:

- By reviewing the condition of the two properties described herein within ninety (90) days of the date of the execution of this Agreement.
- By creating management plans for these two properties within 150 days of the execution of this Agreement, to be approved by Jefferson County, that guides ongoing stewardship activities to be undertaken by JLT and the County as identified in this Agreement.
- By periodically (not less than once every twelve months) undertaking monitoring the condition of these properties as conditions relate to the conservation purpose and long-term management goals and delivering an annual written monitoring report to the County staff identified.
- If cleanup, noxious weed control, or other stewardship activities such as trail maintenance consistent with the approved management plans are needed, JLT will, to the best of its capacity, address the concerns with the help of community volunteers. At its option, Jefferson County may assist with these activities.
- If other stewardship concerns, such as hazard tree removal or sign installation are needed that are not identified in the approved management plan or are beyond the scope of available JLT

volunteer capacity, JLT will notify Jefferson County staff. At its option, Jefferson County may address these stewardship concerns

- JLT will post the properties as appropriate with signage approved by or provided by Jefferson County intended to discourage vandalism, garbage dumping, and resource theft.
- JLT shall immediately notify the County upon discovering conditions that potentially threaten the important habitat and/or public open space values protected.

2. Indemnification

JLT shall indemnify and hold harmless the County, its past or present employees, officers, agents, elected or appointed officials or volunteers (and their marital communities), from and against all claims, losses or liability, or any portion thereof, including reasonable attorney's fees and costs, arising from injury or death to persons, including injuries, sickness, disease or death to JLT's own employees, or damage to property occasioned by a negligent act, omission or failure of JLT. JLT shall be liable only to the extent of JLT's proportional negligence. JLT specifically assumes potential liability for actions brought against the County by JLT's employees or volunteers, including all other persons engaged in the performance of any work or service required of JLT under this Agreement and, solely for the purpose of this indemnification and defense, JLT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. JLT recognizes that this waiver was specifically entered into pursuant to provisions of RCW 4.24.115 and was subject of mutual negotiation. For the avoidance of doubt, the obligations in this section shall survive the expiration or termination of this Agreement.

3. Insurance

JLT shall secure and maintain in force throughout the duration of this Agreement policies of insurance as follows:

Workers Compensation Insurance. If and only if JLT employs any person(s) in the status of employee or employees separate from or in addition to any equity owners, sole proprietor, partners, owners or shareholders of JLT, Worker's Compensation Insurance in an amount or amounts that are not less than the required statutory minimum(s) as established by the State of Washington or the state or province where JLT is located.

Commercial Automobile Liability Insurance providing bodily injury and property damage liability coverage for all owned and non-owned vehicles assigned to or used in the performance of the work for a combined single limit of not less than \$500,000 each occurrence with the County named as an additional insured in connection with JLT's performance of the contract.

General Commercial Liability Insurance in an amount not less than a single limit of one million dollars (\$1,000,000) per occurrence and an aggregate of not less than two (2) times the occurrence amount (\$2,000,000.00 minimum) for bodily injury, including death and property damage, unless a greater amount is specified in the contract specifications. The insurance coverage shall contain no limitations on the scope of the protection provided and include the following minimum coverage:

- a. Broad Form Property Damage, with no employee exclusion;

- b. Personal Injury Liability, including extended bodily injury;
- c. Broad Form Contractual/Commercial Liability – including completed operations;
- d. Premises – Operations Liability (M&C);
- e. Independent Contractors and subcontractors;
- f. Blanket Contractual Liability.

Such insurance coverage shall be evidenced by one of the following methods:

- * Certificate of Insurance;
- * Self-insurance through an irrevocable Letter of Credit from a qualified financial institution.

The County shall be named as an additional insured party under this policy.

Certificates of coverage as required by this section shall be delivered to the County within fifteen (15) days of execution of this Agreement.

Any deductibles or self-insured retention shall be declared to and approved by the County prior to the approval of the contract by the County. At the option of the County, the insurer shall reduce or eliminate deductibles or self-insured retention or JLT shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

JLT shall include all subcontractors as insured under its insurance policies or shall furnish separate certificates and endorsements for each subcontractor. All insurance provisions for subcontractors shall be subject to all of the requirements stated in this Agreement.

Failure of JLT to take out or maintain any required insurance shall not relieve JLT from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations concerning indemnification.

It is agreed by the parties that insurers shall have no right of recovery or subrogation against the County (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the above described insurance. It is further agreed by the parties that insurance companies issuing the policy or policies shall have no recourse against the County (including its employees and other agents and agencies) for payment of any premiums or for assessments under any form of policy. It is further agreed by the parties that any and all deductibles in the above described insurance policies shall be assumed by and be at the sole risk of JLT.

It is agreed by the parties that judgments for which the County may be liable, in excess of insured amounts provided in this Agreement, or any portion thereof, may be withheld from payment due, or to become due, to JLT until such time as JLT shall furnish additional security covering such judgment as may be determined by the County.

The County reserves the right to request additional insurance on an individual basis for extra hazardous contracts and specific service agreements.

Any coverage for third party liability claims provided to the County by a "Risk Pool" created pursuant to Ch. [48.62](#) RCW shall be non-contributory with respect to any policy of insurance JLT must provide in order to comply with this Agreement.

If the proof of insurance or certificate indicating the County is an "additional insured" to a policy obtained by JLT refers to an endorsement (by number or name) but does not provide the full text of that endorsement, then it shall be the obligation of JLT to obtain the full text of that endorsement and forward that full text to the County.

The County may, upon JLT's failure to comply with all provisions of this Agreement relating to insurance, withhold payment or compensation that would otherwise be due to JLT.

For the avoidance of doubt, the obligations in this section shall survive the expiration or termination of this Agreement.

4. Subject Properties:

This Agreement covers each property below:

Quimper East

Portion of Section 33, T31N, R1 W
Jefferson County, Washington Land

Description:

Government lot 5 of Section 33, Township 31 North, Range 1 West, Willamette Meridian, Jefferson County, Washington, EXCEPT the north 330 feet thereof, as shown and described by that Record of Survey recorded January 11, 1996, in Book 17 of Surveys at Pages 123-128, under Auditor's File No. 387842, Jefferson County records. APN 101333 002

Quimper West

Portion of Section 32, T31N, R1 W
Jefferson County, Washington Land

Description:

The SE1/4 of the SW1/4 and the SW1/4 of the SE1/4 of Section 32, Township 31 North, Range 1 West, Willamette Meridian, Jefferson County, Washington, according to U.S. Government subdivision procedures, APN 101323004 and 101324001

TOGETHER WITH

Lots 1, 2, 3, 4 and 5 of Block 72 of the Supplementary Plat of Captain Tibbals Lake Park, according to the plat thereof recorded in Volume 2 of Plats at Page 3, records of Jefferson County Washington. APN 999 007 201

5. Term:

This Agreement shall become effective after the execution of the Stewardship Agreement and shall expire ten (10) years from the date of signing, when at that time both parties can discuss updating or extending this Agreement.

6. Amendments:

The parties to this Agreement may, through a writing approved and executed by both parties, amend this Agreement.

7. Contacts for Agreement

Jefferson County:

County Administrator
JPeters@co.jefferson.wa.us
(360) 385 9100

Jefferson Land Trust:

Preserve Manager
info@saveland.org
(360) 379-9501

APPROVED AND ADOPTED this _____ day of _____, 2025.

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE

JEFFERSON COUNTY WASHINGTON

Board of County Commissioners
Jefferson County, Washington

By: _____
Heidi Eisenhour, Chair

By: _____
Greg Brotherton, Commissioner

By: _____
Heather Dudley-Nollette, Commissioner

SEAL:

ATTEST:

Carolyn Gallaway,
Clerk of the Board

Approved as to form only:

Philip C. Hunsucker, Date
Chief Civil Deputy Prosecuting Attorney

JEFFERSON LAND TRUST

By: _____
Signature

Name: _____

Title: _____

Date: _____

JEFFERSON COUNTY CONSERVATION FUTURES PROGRAM
PROJECT GRANT AGREEMENT

Project Sponsor: Jefferson Land Trust (UBI Number 601 173 681)

Project Title: Quimper Trust Land Transfer

Contract Number: EH-25-036

Approval: Resolution No. 35 – 22

1. Parties to this Agreement

This Jefferson County Conservation Futures Fund Program Grant Agreement (this Agreement) is entered into between Jefferson County (County), PO Box 1220, Port Townsend, Washington 98368 and Jefferson Land Trust (Sponsor), 1033 Lawrence Street, Port Townsend, Washington 98368.

2. Purpose of this Agreement

This Agreement sets out the terms and conditions by which a grant is made through the Jefferson County Conservation Futures Fund, Chapter 3.08 of the Jefferson County Code (JCC), as approved by Resolution No. 35 - 22.

3. Grant Administration

The grant is administered by Jefferson County Public Health Department on behalf of the project Sponsor.

4. Description of Project

The subject project is described in the Scope of Work (Appendix A).

5. Project Requirements

Sponsor shall implement remaining elements of the 2022 Quimper Trust Land Transfer Conservation Futures Fund project to acquire fee title to, and permanent open space protection for, certain State-owned Trust Lands previously leased by Jefferson County and to perform operations and maintenance-related activities. The properties are known in the records of the Jefferson County Assessor as APN#s 101324001, 101323004, 999007201 and 101333002 and originally described in the 2022 Conservation Futures Fund project application for the Quimper Trust Land Transfer Project (Exhibit A) and 2022 Conservation Futures Program Manual (Exhibit B), and as authorized by Resolution No. 35 - 22 (Exhibit C). The properties were acquired by Jefferson County via Quitclaim Deeds on June 6, 2023 (Exhibit D) and will be protected in perpetuity as open space by Deeds of Right held by Jefferson Land Trust (Exhibit E) and managed according to Stewardship Plans (Exhibit F) and in accordance with a Stewardship Agreement (Exhibit G). The deed of right shall prevent subdivision while allowing for forest management and habitat protections. The following language must be included in the deed of right to protect the County's interests and conservation values:

Grantee was the project sponsor on the acquisition of the Quimper East property and the Quimper West property from the State of Washington Department of Natural Resources. Pursuant to Chapter 3.08 JCC, Grantee pledged a match of at least 50% of the funds necessary to acquire the properties, with Grantor using conservation futures funds from property taxes collected pursuant to RCW 84.34.230. This Deed of Right is effective upon signature.

Pursuant to Chapter 84.34 RCW, Chapter 3.08 JCC, and the requirement in Section 3.02 of the options under which the properties were acquired, a deed restriction is required for the uses of the properties in perpetuity to fish and wildlife habitat, open space, or recreation use. This Deed of Right is intended to fulfill this deed restriction requirement.

Grantor and Grantee hereby agree to be bound by JCC [3.08.030\(9\)](#), the uses authorized under RCW [84.34.230](#), and the limitations in Section 3.02 of the option to purchase, including the obligation to ensure the long-term conservation of the Quimper East property and the Quimper West property.

Consistent with JCC [3.08.030\(9\)](#), the Quimper East property and the Quimper West property shall not be converted to a different use unless and only if other equivalent lands or interest in lands within Jefferson County are received by in exchange.

6. Period of Performance

The Project reimbursement period for expenses shall begin on September 1, 2021 and end on September 1, 2031. Work performed consistent with this Agreement during its term, but prior to the adoption of this Agreement, is hereby ratified.

7. Annual Reporting Required

Annual reporting by the Sponsor to the County is required every year on or before December 31st until three years after the acquisition funds are dispersed and in each year that operations and maintenance funds are expended up to a maximum of ten years from that award date.

8. Project Funding

The total grant award provided by the Conservation Futures Fund for operations and maintenance activities shall not exceed \$5,500. The Conservation Futures Fund shall not pay any amount beyond that approved in this Agreement for funding of operations and maintenance of the identified parcels. The Sponsor shall be responsible for at least fifty (50%) percent of the total operations and maintenance project cost and all project costs in excess of \$11,000. The contribution by each party toward work on the Project shall be as indicated below.

Quimper Trust Land Transfer	O & M	Est. % Match
Estimated Conservation Futures Fund Contribution	\$5,500	50
Estimated Project Sponsor Contribution	\$5,500	50
Estimated Total Project Cost	\$11,000	100%

9. Unexpended Project Allocations

Should unexpended project allocations, including (but not limited to) project completion at less than the estimated cost or (alternatively) the abandonment of the project occur, then the Sponsor shall notify the County within 30 days.

10. Modification of this Agreement

All rights and obligations of the parties to this Agreement are subject to this Agreement and its attachments. Except as provided in this Agreement, no alteration of any of the terms or conditions of this Agreement shall be effective unless provided in writing. All such alterations, except those concerning the period of performance, must be signed by both parties. Period of performance extensions need only be signed by Jefferson Board of County Commissioners.

11. Indemnification

Sponsor shall indemnify and hold harmless the County, its past or present employees, officers, agents, elected or appointed officials or volunteers (and their marital communities), from and against all claims, losses or liability, or any portion thereof, including reasonable attorney's fees and costs, arising from injury or death to persons, including injuries, sickness, disease or death to Sponsor's own employees, or damage to property occasioned by a negligent act, omission or failure of the Sponsor. Sponsor shall be liable only to the extent of Sponsor's proportional negligence. The Sponsor specifically assumes potential liability for actions brought against the County by Sponsor's employees or volunteers, including all other persons engaged in the performance of any work or service required of the Sponsor under this Agreement and, solely for the purpose of this indemnification and defense, the Sponsor specifically waives any immunity under the state industrial insurance law, Title [51](#) RCW. The Sponsor recognizes that this waiver was specifically entered into pursuant to provisions of RCW [4.24.115](#) and was subject of mutual negotiation. For the avoidance of doubt, the obligations in this section shall survive the expiration or termination of this Agreement.

12. Insurance

The Sponsor shall secure and maintain in force throughout the duration of this Agreement policies of insurance as follows:

Workers Compensation Insurance. If and only if the Sponsor employs any person(s) in the status of employee or employees separate from or in addition to any equity owners, sole proprietor, partners, owners or shareholders of the Sponsor, Worker's Compensation Insurance in an amount or amounts that are not less than the required statutory minimum(s) as established by the State of Washington or the state or province where the Sponsor is located.

Commercial Automobile Liability Insurance providing bodily injury and property damage liability coverage for all owned and non-owned vehicles assigned to or used in the performance of the work for a combined single limit of not less than \$500,000 each occurrence with the County named as an additional insured in connection with the Sponsor's performance of the contract.

General Commercial Liability Insurance in an amount not less than a single limit of one million dollars (\$1,000,000) per occurrence and an aggregate of not less than two (2) times the occurrence amount (\$2,000,000.00 minimum) for bodily injury, including death and property damage, unless a greater amount is specified in the contract specifications. The insurance coverage shall contain no limitations on the scope of the protection provided and include the following minimum coverage:

- a. Broad Form Property Damage, with no employee exclusion;
- b. Personal Injury Liability, including extended bodily injury;
- c. Broad Form Contractual/Commercial Liability – including completed operations;
- d. Premises – Operations Liability (M&C);
- e. Independent Contractors and subcontractors;
- f. Blanket Contractual Liability.

Such insurance coverage shall be evidenced by one of the following methods:

- * Certificate of Insurance;
- * Self-insurance through an irrevocable Letter of Credit from a qualified financial institution.

The County shall be named as an additional insured party under this policy.

Certificates of coverage as required by this section shall be delivered to the County within fifteen (15) days of execution of this Agreement.

Any deductibles or self-insured retention shall be declared to and approved by the County prior to the approval of the contract by the County. At the option of the County, the insurer shall reduce or eliminate deductibles or self-insured retention or the Sponsor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

The Sponsor shall include all subcontractors as insured under its insurance policies or shall furnish separate certificates and endorsements for each subcontractor. All insurance provisions for subcontractors shall be subject to all of the requirements stated in this Agreement.

Failure of the Sponsor to take out or maintain any required insurance shall not relieve the Sponsor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations concerning indemnification.

It is agreed by the parties that insurers shall have no right of recovery or subrogation against the County (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the above described insurance. It is further agreed by the parties that insurance companies issuing the policy or policies shall have no recourse against the County (including its employees and other agents and agencies) for payment of any premiums or for assessments under any form of policy. It is further agreed by the parties that any and all deductibles in the above described insurance policies shall be assumed by and be at the sole risk of the Sponsor.

It is agreed by the parties that judgments for which the County may be liable, in excess of insured amounts provided in this Agreement, or any portion thereof, may be withheld from payment due, or to become due, to the Sponsor until such time as the Sponsor shall furnish additional security covering such judgment as may be determined by the County.

The County reserves the right to request additional insurance on an individual basis for extra hazardous contracts and specific service agreements.

Any coverage for third party liability claims provided to the County by a "Risk Pool" created pursuant to Ch. [48.62](#) RCW shall be non-contributory with respect to any policy of insurance the Sponsor must provide in order to comply with this Agreement.

If the proof of insurance or certificate indicating the County is an "additional insured" to a policy obtained by the Sponsor refers to an endorsement (by number or name) but does not provide the full text of that endorsement, then it shall be the obligation of the Sponsor to obtain the full text of that endorsement and forward that full text to the County.

The County may, upon the Sponsor's failure to comply with all provisions of this Agreement relating to insurance, withhold payment or compensation that would otherwise be due to the Sponsor.

For the avoidance of doubt, the obligations in this section shall survive the expiration or termination of this Agreement.

13. Independent Contractor

The Sponsor is an independent contractor with respect to the services provided pursuant to this Agreement. The Sponsor is not as an agent, an employee or a servant of the County. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties. The Sponsor specifically has the right to direct and control Contractor's own

activities and over all of its subcontractors, employees, agents and representatives in providing the agreed services in accordance with the specifications set out in this Agreement. Neither Sponsor nor any employee of Sponsor shall be entitled to any benefits accorded County employees by virtue of the services provided under this Agreement. The County shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to Sponsor, or any employee of Sponsor. The Sponsor agrees to file all necessary governmental documents, including appropriate tax returns, reflecting income status as an independent contractor for services rendered to the County under this Agreement.

14. No Assignment

The Sponsor shall not sublet or assign any of the services covered by this Agreement without the express written consent of the County or its authorized representative. Assignment does not include printing or other customary reimbursable expenses that may be provided in an agreement.

15. Ownership and Use of Documents

All documents, drawings, specifications and other materials produced by the Sponsor in connection with the services rendered under this Agreement shall be the property of the Sponsor whether the project for which they are made is executed or not. The County shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference, and use in connection with the Sponsor's endeavors.

16. Compliance with Applicable Statutes, Rules, and Jefferson County Policies

This Agreement is governed by, and the Sponsor shall comply with, all applicable state and federal laws and regulations, including RCW [84.34.210](#), and published agency policies, which are incorporated into this Agreement by this reference as if fully set forth.

17. No Harassment of Discrimination

Any form of harassment, discrimination, or improper fraternization with any County employee is strictly prohibited. The Sponsor shall not discriminate on the grounds of race, color, national origin, religion, creed, age, sex, sexual orientation, or the presence of any physical or sensory disability in the selection and retention of employees or procurement of materials or supplies.

18. Sponsor's Accounting Books and Records

The Sponsor shall maintain complete financial records relating to this Agreement and the services rendered including all books, records, documents, receipts, invoices, and all other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect cost of any nature expended in the performance of this Agreement. The Sponsor's records and accounts pertaining to this Agreement are to be kept available for inspection by the Office of the State Auditor, federal auditors, the Jefferson County Auditor, and any persons duly authorized by the County shall have full access and the right to examine any of these materials during this period for a period of ten (10) years after the date of the final payment to Sponsor. If

any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved. Copies shall be made available upon request. Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed.

19. Licensing, Accreditation and Registration

The Sponsor shall comply with all applicable local, state and federal licensing, accreditation, permitting, and registration requirement/standards necessary for the performance of this Agreement.

20. Disputes

Except as otherwise provided in this Agreement, when a bona fide dispute arises between Jefferson County and the Sponsor and it cannot be resolved, either party may request a dispute hearing with a mediator agreed upon by the parties, or if agreement cannot be made, the mediator shall be selected by the Jefferson County Superior Court. Either party's request for a dispute hearing must be in writing and clearly state:

- a. the disputed issue(s);
- b. the relative positions of the parties; and,
- c. the Sponsor's name, address and agency contact number.

Requests for dispute hearings must be mailed to the Project Manager, Jefferson County Environmental Public Health Department, 615 Sheridan St., Port Townsend, WA 98368, within fifteen (15) days after either party received notice of the disputed issue(s). The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal. The parties shall split evenly the cost of mediation or whatever form of dispute resolution is used. The parties shall bear their own costs and attorney's fees in any dispute.

The venue for any legal action shall be solely in the appropriate state court in Jefferson County, Washington, subject to the venue provisions for actions against counties in RCW [36.01.050](#).

Each party to this Agreement shall be responsible for their own dispute and litigation costs, including attorney's fees.

21. Termination for Funding

Jefferson County may unilaterally terminate this Agreement in the event funding from state, federal, or other sources are withdrawn, reduced, or limited in any way after the effective date of this Agreement.

22. Termination for Convenience

The County reserves the right to terminate this Agreement at any time by giving ten (10) days written notice to the Sponsor.

23. Assignment

The Sponsor shall not sublet or assign any interest in this Agreement, and shall not transfer any interest in this Agreement without the express written consent of the County.

24. No Waiver

Waiver by any party of any provision of this Agreement or any time limitation provided for in this Agreement shall not constitute a waiver of any other provision.

No consent by either party to, or waiver of, a breach by either party, whether express or implied, shall constitute a consent to, waiver of, or excuse of any other, different, or subsequent breach by either party.

No term or provision of this Agreement shall be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing signed on behalf of the party against whom the waiver is asserted. Failure of a party to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default.

25. County Does Not Assume Additional Duties

The County does not assume any obligation or duty, except as required by federal or state law, to determine if Sponsor is complying with all applicable statutes, rules, codes ordinances or permits.

26. Agreement Representatives

All written communications sent to the Sponsor under this Agreement shall be addressed and delivered to:

Sponsor Contact

Sarah Spaeth, Director of Conservation
Jefferson Land Trust
1033 Lawrence St.
Port Townsend, WA 98368
Ph: 360-379-9501 ext. 101
Email: sspaeth@saveland.org

Conservation Futures Program Contact

Tami Pokorny, Natural Resources Program
Coordinator
Jefferson County Public Health
615 Sheridan Street
Port Townsend, WA 98368
Ph: 360-379-4498
Email: tpokorny@co.jefferson.wa.us

These addresses shall be effective until receipt by one party from the other of a written notice of any change.

27. Entire Agreement

This Agreement, along with all attachments, constitutes the entire agreement of the parties. No other understandings, oral or otherwise, regarding this Agreement shall exist or bind any of the parties.

28. Severability

Provided it does not result in a material change in the terms of this Agreement, if any provision of this Agreement or the application of this Agreement to any person or circumstance shall be invalid, illegal, or unenforceable to any extent, the remainder of this Agreement and the application this Agreement shall not be affected and shall be enforceable to the fullest extent permitted by law.

29. Survival

Those provisions of this Agreement that by their sense and purpose should survive the term of this Agreement shall survive the term of this Agreement. Without limiting the generality of the preceding sentence, and for the avoidance of doubt, the provisions that survive the term of this agreement include: (a) controlling law; (b) insurance; and, (c) indemnification.

30. Binding on Successors, Heirs and Assigns

This Agreement shall be binding upon and inure to the benefit of the parties' successors in interest, heirs and assigns.

31. No Third-party Beneficiaries

The parties do not intend, and nothing in this Agreement shall be construed to mean, that any provision in this Agreement is for the benefit of any person or entity who is not a party.

32. Signature in Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Agreement at different times and places by the parties shall not affect the validity of this Agreement, so long as all the parties execute a counterpart of this Agreement.

33. Facsimile and Electronic Signatures

The parties agree that facsimile and electronic signatures shall have the same force and effect as original signatures.

34. Public Records Act

Notwithstanding any provisions of this Agreement to the contrary, to the extent any record, including any electronic, audio, paper or other media, is required to be kept or indexed as a public record in accordance with the Washington Public Records Act, Chapter [42.56](#) RCW (as may be amended), the Sponsor agrees to maintain all records constituting public records and to produce or assist the County in producing such records, within the time frames and parameters set forth in state law.

The Sponsor also agrees that upon receipt of any written public record request, the Sponsor shall, within two business days, notify the County by providing a copy of the request per the notice provisions of this Agreement.

This Agreement, once executed, shall be a “public record” subject to production to a third party if it is requested pursuant to the Washington Public Records Act.

35. Effective Date of this Agreement

This Agreement shall be effective upon signing by all parties.

36. Controlling Law

It is understood and agreed that this Agreement is entered into in the State of Washington. This Agreement shall be governed by and construed in accordance with the laws of the United States, the State of Washington and the County of Jefferson, as if applied to transactions entered into and to be performed wholly within Jefferson County, Washington between Jefferson County residents. No party shall argue or assert that any state law other than Washington law applies to the governance or construction of this Agreement.

37. Order of Precedence.

If there is an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order: (a) Applicable state statutes and rules; (b) local laws and rules; and, (c) case law.

38. Force Majeure

Neither party shall be in default by reason of any failure in performance of this Agreement, if such failure arises out of causes beyond a party’s control and without fault or negligence of such party, including but not limited to; (a) acts of God; (b) terrorism or other acts of a public enemy; (c) war; or, (d) epidemics, pandemics or quarantine restrictions.

39. Attachments

Any attachment to this Agreement is part of this Agreement and is incorporated by reference into this Agreement.

40. Representations and Warranties

The parties represent and warrant that: (a) Each person signing this Agreement is fully authorized to enter into this Agreement on behalf of the party for whom signature is being made; (b) Each party that is a corporate entity is duly organized and validly existing in good standing under the laws of one of the states of the United States of America; (c) The making and performance of this Agreement will not violate any provision of law or of any party’s articles of incorporation, charter, or by-laws; (d) Each corporate party has taken all necessary corporate and internal legal actions to duly approve the making and performance of this Agreement and that no

further corporate or other internal approval is necessary; and, (e) Each party has read this Agreement in its entirety and know the contents of this Agreement, that the terms of this Agreement are contractual and not merely recitals, and that they have signed this Agreement, having obtained the advice of legal counsel.

APPROVED this _____ day of _____, 20_____.

(SIGNATURES FOLLOW ON THE NEXT PAGE)

JEFFERSON COUNTY WASHINGTON

Board of County Commissioners
Jefferson County, Washington

By: _____
Heidi Eisenhour, Chair

By: _____
Greg Brotherton, Commissioner

By: _____
Heather Dudley-Nollette, Commissioner

JEFFERSON LAND TRUST

By: _____
Signature

Name: _____

Title: _____

Date: _____

SEAL:

ATTEST:

Carolyn Gallaway,
Clerk of the Board

Approved as to form only:

Philip C. Hunsucker, Date
Chief Civil Deputy Prosecuting Attorney

APPENDIX A

Scope of Work

Jefferson Land Trust, as project sponsor ("Sponsor"), will perform the following tasks in order to implement the Quimper Trust Land Transfer Project:

Task 1: Acquire Matching Contribution

Sponsor shall secure the necessary matching contribution of no less than fifty percent (50%) of the total cost for operations and maintenance-related activities. The match must be in an eligible form consistent with JCC [3.08.030\(5\)](#).

Deliverable 1a: Matching contribution(s) of no less than 50% of the total project cost for operations and maintenance-related activities.

Deliverable 1a: Invoice detailing operations and maintenance activities performed, costs incurred by the Sponsor, and backup materials.

Due: Annually

Task 2: Acquire Deed of Right

Sponsor shall work with the County to finalize a deed of right to the Sponsor for each of the subject parcels, APN#(s) 101324001, 101323004, 999007201 and 101333002 that incorporates approved Conservation Futures Program language.

Deliverable 2a: Final draft deed of right

Due: Upon signature

Task 3: Complete Management Plans

Sponsor shall provide complete plans for management (also referred to as the stewardship plans).

Deliverable 3a: Complete management plans

Due: Within 150 days of the execution of this Agreement

Task 4: Stewardship Agreement

Sponsor shall work with County to draft an updated Stewardship Agreement for the Sponsor to implement the completed management plans.

Deliverable 4a: Final draft stewardship agreement

Due: Within 150 days of the execution of this Agreement

Task 4: Annual Reporting

Sponsor shall monitor and report on the property as described in Paragraph 7 of this Agreement and submit required reports to the Conservation Futures Fund Citizen Oversight Committee (through staff) in the format provided for each year that it is required.

Deliverable 4a: Completed annual reports as required

Exhibit A

2022 Conservation Futures Quimper Trust Land Transfer Project Application



2022 Jefferson County Conservation Futures Program Property Acquisition Project and/or Operations and Maintenance Project Application

Please complete the following application in its entirety. Be sure to answer "N/A" for questions that don't apply to the project. Incomplete applications will not be accepted for consideration.

Unless directed otherwise, use as much space as needed to answer each question.

Contact program staff at 379-4498 or tpokorny@co.jefferson.wa.us with questions.

Background and Eligibility Information

1. Project Title Quimper Trust Land Transfer

2. Conservation Futures Acquisition Request: \$199,500

Conservation Futures O&M Request: \$5,500

3. Total Conservation Futures Request: \$205,000

4. Please indicate the type of interest contemplated in the acquisition process.

☒ Warranty Deed ☐ Easement ☐ Other (Please describe below.)

In whose name will the property title be held after acquisition? Jefferson County

5. Applicant Information

Name of Applicant or Organization: Jefferson County

Contact: N/A

Title: N/A

Address: N/A

Phone: () - , ext. Fax: () - , ext.

Email: N/A

6. Sponsor Information: (if different than applicant)

Organization Name: Jefferson Land Trust

Contact: Sarah Spaeth

Title: Director of Conservation & Strategic Partnerships

Address: 1033 Lawrence St. Port Townsend, WA 98368

Phone: (360) 379-9501, ext. 101 Fax: () - , ext.

Email: sspaeth@saveland.org

This application was approved by the sponsor's legally responsible body (e.g., board, council, etc.) on March 15, 2022.

7. Project Location

Street Address or Description of Location:

“Quimper West” & “Baby Quimper”: North Jacob Miller Road (across from Stillpoint Lane). Port Townsend, WA

“Quimper East”: Elmira St (at Lanes End Lane). Port Townsend, WA

Driving Directions from Port Townsend:

Quimper West: From Port Townsend, head west on Hastings Ave and then turn right onto North Jacob Miller Road. Travel approximately 3/4 mile to the driveway entrance (old forestry gate approx. 50 ft into driveway).

Baby Quimper: From Port Townsend, head west on Hastings Ave and then turn right onto North Jacob Miller Road. Travel approximately 3/4 miles – it lies about 350 feet east of the larger Quimper West property (across North Jacob Miller Rd.).

Quimper East: From Port Townsend, head west on Hastings Ave and then turn right onto Cook Avenue. Travel approximately .6 miles, turn left onto Elmira St. and travel to the end of the road. The property is on the left side of the road.

Section: 32 (Quimper West & Baby); Section 33 (Quimper East)

Township: 31

Range: 1W

Assessor's Parcel Number(s):

Quimper West- 101324001 & 101323004

Baby Quimper - 999007201

Quimper East - 101333002

Please differentiate current and proposed ownership of each APN and indicate if the parcel is to be acquired with CF funds or used as match.

All parcels are currently owned by Washington Department of Natural Resources (DNR), leased by Jefferson County. All the parcels will be fully transferred to Jefferson County with the help of CF funds.

Please list the assessed values for each property or APN, as applicable.

These State-owned properties are not assessed for tax values by Jefferson County.

At the time that the lease was initiated in 2009, the fee-simple value of the properties was \$1,585,000, with the remaining value after the lease payment \$228,800. Given current real estate property trends, Jefferson Land Trusts expects that the value will likely have doubled over the last 13 years.

8. Existing Conditions

New Site: Yes No _____

Number of Parcels: Four (4)

Addition to Existing Site: Yes No _____

Acres to Be Acquired: 107

Total Project Acreage (if different): 138 acres in the Quimper Wildlife Corridor permanently protected to date by Jefferson County, City of Port Townsend, and Jefferson Land Trust.

Current Zoning: Rural Residential 1:20; currently under DNR Managed Timberlands.

Existing Structures/Facilities: None

Any current covenants, easements or restrictions on land use: 50-year lease by Jefferson County under the DNR Trust Land Transfer program.

Current Use: Leased by Jefferson County for fish and wildlife habitat, open space, or recreation uses.

Waterfront (*name of body of water*): None

Shoreline (*linear feet*): None

Owner Tidelands/Shorelands: N/A

9. Current Property Owner X is is not a willing seller.

From the Lease between DNR and Jefferson County: “**3.02 Option to Purchase the Remainder of the Fee Interest.**

At any time during this Lease, Lessee may request to purchase the residual value of the fee interest by submitting an offer to accept a land transfer that contains the terms and conditions of the offer...”

Project Description

10. In 1,000 words or less, provide a summary description of the project, the match, overarching goal, and three top objectives. Include information about the physical characteristics of the site that is proposed for acquisition with Conservation Futures Program funds including: vegetation, topography, surrounding land use, and relationship to parks, trails, and open space. Describe the use planned for the site, any development plans after acquisition (including passive development), characteristics of the site which demonstrate that it is well-suited to the proposed use, and plans for any structures currently on the site. If applicable, describe how the site project relates to a larger conservation program (please identify), and whether the project has a plan, schedule and funding dedicated to its completion. Please also list any important milestones for the project or critical dates, e.g. grant deadlines. List the dates and explain their importance. Please attach a spreadsheet of the budget.

Jefferson Land Trust is sponsoring this application on behalf of Jefferson County to transfer the fee-simple ownership of three properties owned by the Washington Department of Natural Resources (DNR) to Jefferson County ownership. These parcels are located in the Quimper Wildlife Corridor—just outside of the Port Townsend city limits—identified as three distinct properties nearby each other. These properties are commonly referred to as “Quimper West” (78.8 acres), “Quimper East” (27.5 acres), and “Baby Quimper” (0.83 acres), 107 acres in total. In 2008, Jefferson County applied to purchase these properties from DNR through Washington State’s Trust Land Transfer program. Usually, Trust Land Transfer (TLT) projects result in the fee-simple ownership by another governmental entity (such as county government); however, in 2008, the Washington State legislature instead decided to award a 50-year lease to TLT applicants, rather than fee-simple ownership. The result was that in 2009, DNR and Jefferson County entered into a 50-year lease with the option for Jefferson County to purchase the remaining value of the property at a future date before the expiration of the lease. The lease temporarily takes the three DNR properties out of School Trust management, protecting the properties from forestry management by DNR for the duration of the lease. Related to the future acquisition by the County, Section 3.02 of the lease states, “The terms and conditions of the offer must include a deed restriction that restricts the Permitted Use of the Property to fish and wildlife

habitat, opens space, or recreation use in conformance with Washington Laws..., and require that the Premises no longer be used for any other purposes.”



Property Reference Map

Simultaneous to Jefferson County leasing the Quimper TLT properties, Jefferson County entered into a Stewardship Agreement with Jefferson Land Trust to support the necessary stewardship and management activities for these three properties which the Land Trust has been fulfilling for over a dozen years. Jefferson Land Trust intends to continue assisting the County in stewarding these properties; the Land Trust and the County will update this joint stewardship agreement prior to or upon acquisition.

Seeing the critical value in having these 107 acres permanently protected from DNR forestry activities and from the potential for future development, Jefferson Land Trust approached Jefferson County staff and commissioners in 2020 to offer to fundraise for, and spearhead the project management of, the transfer of the Quimper TLT properties. County commissioners and staff were supportive and excited by the idea, as they had already planned to acquire the fee-simple interest sometime before the 50-year lease with DNR expired. In March of 2021, Jefferson Land Trust initiated a community fundraising campaign called the Quimper Wildlife Corridor Challenge, which aimed to raise \$1.76 million dollars to protect an additional 164 acres in the Quimper Wildlife Corridor, including the permanent protection of the three Quimper Trust Land Transfer properties by Jefferson County. Given the exponential rises in real estate costs in Jefferson County beginning in early 2020, the goal of raising \$1.76 for the Quimper Wildlife Corridor has become insufficient for protecting 164 acres; therefore we are applying to Conservation Futures for \$205,000 toward the Trust Land Transfer properties. The estimated value of the three TLT properties is difficult to predict based upon recent timber and land appraisals, and DNR will not have completed their certified appraisal until October 2022; however, we have estimated \$343,200 for Jefferson County to purchase the remaining value in the Quimper TLT properties. 48.8% from CF funds, and 51.2% is matched from community fundraising by Jefferson Land Trust.

Three Top Objectives:

- 1) Jefferson Land Trust secures \$205,000 in CF funds, which completes the necessary fundraising for the remaining value and project costs in the Quimper Trust Land Transfer properties.
- 2) Jefferson Land Trust conducts project management on behalf of Jefferson County, including working with DNR to conduct appraisal, seek approval from state DNR board, and secure the Purchase and Sale Agreement for Jefferson County.
- 3) Jefferson County secures permanent ownership of the 107 acres, permanently protecting the properties for habitat, open space, and recreation; Jefferson Land Trust and Jefferson County collaboratively update the joint stewardship plan to continue management of the 107 acres.

The physical characteristics of the properties are primarily forested on nearly-level ground. The Quimper West property is approximately 79 acres of mixed-age forest that includes grand fir, cedar, Douglas fir, western hemlock, madrone, with diverse hardwood and understory species. The property can be described as healthy, structurally diverse, and is on track to achieving old-growth forest characteristics such as large downed logs, standing snags, and mixed aged trees. Previous forestry management by DNR within the Quimper West property resulted in one primary logging road and some spur roads, which have now been utilized by the local community for hiking, bicycling, and horseback riding trails for decades. Baby Quimper is a forested 0.83-acre property and is surrounded by private, residential properties and Jefferson Land Trust preserve. Current and future management of Baby Quimper is primarily to ensure that conservation values are not threatened by noxious weeds or property line encroachment.

The Quimper East property is 27.5 acres and is a fairly uniform forest of dense, regenerating Douglas fir that was planted after a clearcut by DNR in 1980s. The understory is primarily salal, and this property could benefit from ecological forest management to help it in the recovery from commercial management.

The planned future uses of the property will be continuing to provide habitat protection, open space and recreational opportunities through trail access (on Quimper West). The Quimper East property does not have developed trails and will benefit from ecological forestry management (described further in questions #10 and 11).

This project is a priority for Jefferson Land Trust and Jefferson County as it will permanently protect 107 acres from commercial forestry activities and the potential for future residential development. The Quimper TLT properties provide habitat for wildlife, recreational trails for citizens and tourists alike, and open space that broadly benefits the county by protecting maturing forests and wetlands that sequester carbon, filter stormwater, and maintain the rural character of the Olympic Peninsula.

11. Estimate costs below, including the estimated or appraised value of the propert(ies) or property right(s) to be acquired, even if Conservation Futures funds will only cover a portion of the total project cost. In the case of projects involving multiple acquisitions, please break out appraisals and estimated acquisition costs by parcel. Estimated or Appraised Value of Propert(ies) to be Acquired:

Total Estimated Acquisition-related Cost (*see Conservation Futures Manual for eligible costs*): \$409,200

Total Operation and Maintenance Cost: \$11,000

Total Project Cost: \$420,200

Basis for Estimates (include information about how the property value(s) was determined, anticipated acquisition-related costs, general description of operation and maintenance work to be performed, task list with itemized budget, and anticipated schedule for completion of work):

At the time that the current lease by Jefferson County was initiated, the Washington State legislature compensated the Department of Natural Resources \$985,000 for the fair-market lease value; the remaining value in the property at that time was \$228,800. It has been over 12 years since that appraisal, and with rising real estate and timber costs, Jefferson Land Trust estimates the remaining value of the property may be \$343,200. However, we will not know the definite value of the property until DNR conducts its own appraisal (a requirement of the TLT program).

The project administration and acquisition-related costs are estimated based upon recent acquisition projects by Jefferson Land Trust. The O&M costs are based upon the annual average amount of Land Trust staff time spent stewarding the Quimper Trust Land Transfer properties, as well as funding for signage.

<i>Quimper Trust Land Transfer</i>	<i>Conservation Futures Request</i>	<i>Match (Community Fundraising by Land Trust)</i>	<i>Total</i>
Property Acquisition	\$180,500	\$162,700	\$343,200
O&M (<i>monitoring, signage</i>)	\$5,500	\$5,500	\$11,000
Acquisition-related costs (<i>appraisal, closing costs, management plan</i>)	\$19,000	\$30,000	\$49,000
Project Administration (<i>staff time, attorney costs</i>)	\$0	\$17,000	\$17,000
Total	\$205,000 (48.8%)	\$215,200 (51.2%)	\$420,200 (100%)

O & M only go to question #15:

Scored Questions

1. To what degree does the project leverage contributions for acquisition from groups, agencies or individuals?

1 a. Sponsor or other organizations ☒ will ___ will not contribute to acquisition of proposed site and/or operation and maintenance activities.

1 b. If applicable, please describe below how contributions from groups or agencies will reduce the need to use Conservation Futures program funds.

1 c. Matching Fund Estimate	Acquisition	O&M	%
Conservation Futures Funds Requested	\$199,500	\$5,500	48.8%
Matching Funds/Resources*	\$209,700	\$5,500	51.2%
Total Project Acquisition Cost	\$409,200	\$11,000	100%

** If a prior acquisition is being proposed as match, please describe and provide documentation of value, location, date of acquisition and other information that would directly link the match to the property being considered for acquisition.*

1 d. Source of matching funds/resources	Amount of contribution	Contribution approved?	If not, when?	Contribution available now?	If not, when?
<u>Community Fundraising by Jefferson Land Trust</u>	<u>\$215,200</u>	<u>Yes</u> No	<u> </u>	<u>Yes</u> No	<u> </u>

NOTE: Matching funds are strongly recommended and a higher rating will be assigned to those projects that guarantee additional resources for acquisition. Donation of property or a property right will be considered as a matching resource. Donation of resources for on-going maintenance or stewardship ("in-kind" contributions) are not eligible as a match.

2. To what degree does the project sponsor commit to provide long-term stewardship for the proposed project?

2 a. Sponsoring agency X is is not prepared to provide long-term stewardship (easement monitoring, maintenance, up-keep, etc.) for the proposed project.

2 b. Describe any existing programs or future plans for stewardship of the property, including the nature and extent of the commitment of resources to carry out the stewardship plan.

As described in the Project Description above, Jefferson Land Trust and Jefferson County entered into a Stewardship Agreement for the Quimper Trust Land Transfer properties when the lease was initiated in 2009. This Stewardship Agreement ensures that the Land Trust performs annual monitoring with documentation to the County, works with volunteers to undertake necessary stewardship activities such as noxious weed control, trash removal, and more, and consults with Jefferson County staff who may assist with activities. Jefferson Land Trust and the County plan to continue this relationship after the County secures ownership, but the Stewardship Agreement will need to be updated after the lease is terminated by the purchase. Some of the acquisition-related costs in this application will go toward the renewal of the Stewardship Agreement and development of a Management Plan collaboratively between Jefferson County and Jefferson Land Trust.

3. To what degree has the project sponsor demonstrated effective long-term stewardship of a similar project?

As described above in question 2b, Jefferson Land Trust has been stewarding these 107 acres since 2009-- in collaboration with Jefferson County staff when their capacity allows.

3 a. Describe the sponsoring agency's previous or on-going stewardship experience.

As an accredited Land Trust through the national Land Trust Alliance, Jefferson Land Trust has experience successfully managing and stewarding various types of preserves. Jefferson Land Trust conducts diligence and appropriate monitoring, stewardship, and management for all fee-simple properties that we own. This includes at least annual monitoring of the protected properties by professional staff and trained volunteers, and extensive data collection and management. We have a well-developed Preserve Steward program which provides an opportunity for long-term volunteerism through quarterly monitoring of all Land Trust preserves. We have utilized these same tools for stewarding the three Quimper Trust Land Transfer properties since 2009, and we plan to assist the County in this form of stewardship after its full acquisition.

3 b. Has the project sponsor and/or applicant been involved in other projects previously approved for Conservation Futures funding?

☐ No, neither the sponsor nor applicant has been involved in a project previously approved for Conservation Futures funds.

☒ Yes, the sponsor and/or applicant for this project has been involved in a project previously approved for Conservation Futures funds. Please provide details:

Jefferson Land Trust has been the successful applicant of many Conservation Futures Fund projects over the years, providing us many years of experience in working with County staff to successfully implement protection projects across multiple ecosystems of Jefferson County. These projects include: Sunfield Farm, 2003; Quimper Wildlife Corridor, 2004; East Tarboo Creek Conservation Project, 2005; Tamanowas Rock Phase 1, 2006; the Winona Buffer Project, 2006; Glendale Farm, 2007; Finnrivier Farm, 2008; Quimper Wildlife Corridor, 2009; Brown Dairy, 2009; Salmon Creek Ruck 2010; Quimper Wildlife Corridor 2010; Tamanowas Rock 2010; Chimacum Creek Carleson 2011; Winona Basin - Bloedel 2011; L. Brown 2012; Boulton Farm 2012; Quimper Wildlife Corridor and Short Family Farm 2013; Quimper Wildlife Corridor and Snow Creek Irvin and Jenks, 2014; Midori Farm, 2015; QWC 2016 Addition, Tarboo Creek, Farm and Forest 2016; Serendipity Farm, Snow Creek Taylor and Tarboo Iglitzin 2017; Chimacum Forest, Marrowstone Mize, Snow Creek Mid-Reach Forest 2018; Tarboo Forest Addition 2019; Ruby Ranch 2018 & 2020; Quilcene Headwaters to Bay 2019 & 2020; Arlandia 2020; Quimper Wildlife Corridor Additions 2021; and Hannan Farm 2021.

4. To what degree is the acquisition feasible?

4 a. Property ☒ can ☐ cannot feasibly be acquired in a timely fashion with available resources.

4 b. Necessary commitments and agreements ☒ are ☐ are not in place.

4 c. All parties ☐ are ☒ are not in agreement on the cost of acquisition.

If "not" to any of the above, please explain below.

The cost of the acquisition will be determined by the appraisal conducted by DNR in 2022. Per the terms of the existing lease, the State (DNR) must conduct the appraisal for the remaining value of the property. Jefferson Land Trust staff and County Commission Heidi Eisenhower have been working with DNR staff on initiating the appraisal; the appraiser for the project was chosen by DNR staff in March 2022 and is expected to be completed by autumn 2022.

5. To what degree is the project part of an adopted open space, conservation, or resource preservation program or plan, or identified in a community conservation effort?

The proposed acquisition X is specifically identified in an adopted open space, conservation, or resource preservation program or plan, or community conservation effort. *Please describe below, including this project's importance to the plan. Please also reference the website of the plan if available or include the plan with this application.*

 complements an adopted open space or conservation plan, but is not specifically identified. *Please describe below, and describe how the proposed acquisition is consistent with the plan.*

 is a stand-alone project.

This project area is well-supported by many partners and conservation plans. The Land Trust, the City of Port Townsend, Jefferson County, Department of Natural Resources, the local Audubon and Native Plant Society Chapters, and US Fish & Wildlife have been partnering on the protection project of the Quimper Wildlife Corridor since the mid 1990's. Both City and County Comprehensive Plans speak to the importance of habitat corridors and trail networks and recognize the value of the Quimper Wildlife Corridor (QWC). The Nature Conservancy's 2015 Territorial Resistance evaluation shows the QWC has having beneficial 'medium to low resistance' to connectivity.

The Land Use Vision in Jefferson County's 2018 Comprehensive Plan says, "Priorities protect open spaces, forests, and farmland for long-term management and conservation, while also embracing ideas that foster opportunities for increased synergy between natural and built environments." The Comp Plan's Open Space, Parks, and Recreation element supports the County's Land Use Vision "by promoting active recreation and networks of trails, bike lanes, and paths that support the economy and empower residents to make healthy choices." The County's Comprehensive Plan policies include:

- "Partner to establish and conserve a sustainable system of open space corridors
- Identify and conserve critical wildlife habitat, including nesting sites, foraging areas, and migration corridors within or adjacent to natural areas, open spaces, and developed urban areas. Preserve especially sensitive habitat sites that support threatened species and wildlife habitat in developed areas
- Preserve and protect significant environmental features including unique wetlands, open spaces, woodlands, shorelines
- Promote open space network linkages throughout the county that connect Urban Areas, Rural Centers, schools, parks, or recreation sites, and supports tourism by bicycle, horse, or foot."

The Habitat chapter of the Land Trust's Conservation Plan (2008) identifies four 'priority places', one of which is wildlife corridors. In that Plan, a 'habitat public awareness conservation action' is to involve the community and connect them directly with wildlife habitat, and a 'habitat climate change conservation action' is to implement critical wildlife corridor campaigns. Additionally, a Habitat Climate Change Action in the Land Trust's 2020-2024 Strategic Plan is to "Develop and implement critical wildlife corridor conservation campaigns throughout the County", and within this Action, is the Objective "Protect corridors of habitat that facilitate wildlife movement and plant regeneration", followed by the Outcome of protecting additional priority properties within the sensitive Quimper Wildlife Corridor.

6. To what degree does the project conserve opportunities which are otherwise lost or threatened?

- 6 a. The proposed acquisition site X does does not provide a conservation or preservation opportunity which would otherwise be lost or threatened.

The Quimper Trust Land Transfer properties are only temporarily protected under lease by the County; the best way to ensure that these 107 acres will be protected for habitat, open space, and recreation is to transfer the properties completely into County ownership. Otherwise, the properties will be available for

usual DNR forestry management once the lease expires, or potentially sold to private landowners or developers if DNR decides to divest the properties in the future.

- 6 b. If applicable, please carefully describe the nature and immediacy of the opportunity or threat, and any unique qualities about the site.

The timeline and project management for this protection project is quite complex since it involves several stakeholders. The fact that Jefferson Land Trust is close to securing the total funding needed for County acquisition, that County staff and commissioners are prepared to take on the properties, and that the current DNR Board is interested in transferring their TLT-leased lands makes this timeline for acquisition in 2022-2023 a priority. Jefferson Land Trust has been made aware that at different times, other DNR Boards may not be in favor of transferring their leased properties—therefore we need to act now while we have willing landowners.

7. Are the conservation values of the project commensurate with or greater than the amount of CF funds requested?

Yes, Jefferson Land Trust is proposing to cover 51% of the total project cost for this property that will be owned by Jefferson County, therefore providing a great value to the County.

- 7 a. Summarize the project's conservation values and how the CF funds requested support these values.

The Quimper Trust Land Transfer properties provide strong conservation values of mature, diverse forest, open space, and recreational value (pedestrian, bicycle, and horse-back).

8. To what degree does the project preserve habitat for flora and fauna other than habitat for anadromous fish species?

- 8 a. X provides habitat for State of Washington Priority Habitat specific to the project and/or State or Federal (NOAA and USFWS) Candidate, Endangered, Threatened or Sensitive species (provide list and references).

Baby Quimper buffers a Freshwater Forested/Shrub Wetland (PHS Listed) directly to the northeast. Golden eagles are seen in QWC (PHS candidate), as well as Vaux's swift seen in QWC (listed in PHS).

- 8 b. X provides habitat for a variety of native flora or fauna species.

The diverse and maturing forested features are home to a diversity of flora and fauna species, including mammals such as mountain beaver, cougar, coyote, and historic elk. The plant list is extensive but includes serviceberry, deer fern, salmonberry, red flowering currant, Indian pipe, ocean spray, black gooseberry and many others.

- 8 c. X contributes to an existing or future wildlife corridor or migration route.

If affirmative in any of the above, please describe and list the Priority Habitat(s) and Threatened, Endangered, or Sensitive species below, and cite or provide documentation of species' use.¹

The Quimper TLT properties are part of the larger Quimper Wildlife Corridor, which is a 3.5-mile long greenbelt of native vegetation spanning unincorporated Jefferson County and the City of Port Townsend. The Quimper Wildlife Corridor's broad swath of connected forests, meadows, and wetlands are home to hundreds of species of plants, trees, animals, and birds — some seasonal and some that are year-round

residents. Using the corridor, a variety of wildlife can migrate from Fort Worden State Park to McCurdy Point along Discovery Bay, and then venture on to the larger forested areas of the Quimper Peninsula.

The whole QWC covers a 100-year floodplain and includes a large natural drainage basin that filters urban stormwater, protecting water quality in our aquifers and in the Strait of Juan de Fuca where 70 percent of Puget Sound's seabird populations nest on nearby Protection Island, including listed Harlequin ducks, and endangered Tufted puffins. While not directly providing habitat for the above listed Harlequins and puffins, the Quimper TLT properties contribute to the preservation of intact habitat buffering these flyways.

8 d. Does the current owner participate in conservation programs that enhance wildlife habitat? If so, please provide details.

The current owner, WA Department of Natural Resources, is not participating in any conservation programs while the properties are leased to Jefferson County.

9. To what degree does the project protect habitat for anadromous fish species?

9 a. Describe to what degree the project protects habitat for anadromous fish species (for example: marine shorelines, stream or river corridors including meander zones, and riparian buffers). Please provide documentation and maps that demonstrate the location, quality and extent of the existing buffer and adjoining habitat.

These properties do not include marine shorelines, streams, or rivers.

10. To what degree does the project preserve farmland for agricultural use OR forestland for silvicultural use?

10 a. Describe the extent and nature of current and planned agricultural or silviculture use of the proposed acquisition, including any anticipated changes to that use once the property, or property right, is acquired with Conservation Futures funds.

Jefferson County has not finalized its decisions about how the properties will be managed after acquisition. However, the DNR Trust Land Transfer program requires that deeds be recorded at the time of transfer that will restrict how the properties can be managed. The properties can only be transferred to governmental entities for the purposes of habitat, open space, and recreation. Under these terms, agricultural uses will be prohibited and silvicultural activities will be restricted. Jefferson County will be able to manage the properties using ecological forestry tools to enhance the habitat values and health of the forested properties—which may result in revenue from the harvest—but forest harvest cannot happen with the primary purpose being revenue generation.

10 b. Describe the current owner's record of implementing management practices that preserves and/or enhances soil, water quality, watershed function and wildlife habitat on the farm.

The current landowner's primary purpose in owning these properties has been to fulfill the legal obligation to generate revenue for their designated beneficiaries such as schools. DNR follows Washington State's Forest Practice Rules which aim to balance commercial revenue and protection of water and soil.

10 c. Describe how the acquisition or proposed easement will likely preserve and/or enhance soil, water quality, watershed function and wildlife habitat.

The County has been working with Mallorie Weinheimer of Chickadee Forestry for several years about implementing a forest management plan across all County-owned forestland; County staff currently believes that the Quimper Trust Land Transfer parcels would be managed with a similar focus of improving forest health.

10 d. Does this project preserve a mix of quality farmland and forestland?

These properties are not eligible to be farmland, and they will remain as protected forestland after the transfer of ownership to Jefferson County.

11. Climate change:

11 a. To what degree does this project increase resiliency to and/or mitigate climate change?

The vision of the Quimper Wildlife Corridor project is to protect a continuous corridor within and adjacent to increasing urban area of Port Townsend and reducing habitat fragmentation. Anticipated climate change will continue to increase Olympic Peninsula forest's susceptibility to wildfire and diseases, but ecological forest management such as what is being implemented on County-owned properties with Chickadee Forestry can increase climate resiliency. More specifically, the forest will contribute to resiliency by aiding in water retention and percolation to recharge groundwater. The diverse habitat features and connectivity conservation values here can be expected to continue as the climate changes. Carbon storage in the forest helps offset climate impacts of human development and lifestyles. Recreational and educational conservation values will also remain even with anticipated climate change.

12. What area does the project serve?

12 a. Describe how the proposed acquisition benefits primarily a ☐ local area ☒ broad county area including the area served, the nature of the benefit, the jurisdictions involved, and the populations served.

The project benefits a broad county area because Quimper West provides recreational opportunities open to the public. Additionally, the multiple jurisdictions involved in the protection of the Quimper Wildlife Corridor (County, City, State, non-profits) demonstrate the broad support that the protection of these forests and wetlands have.

12 b. Is the project located in an area that is under-represented by CF funded Projects? *Areas that Conservation Futures has not been able to support to date include Marrowstone Island, Toandos Peninsula, Dosewallips Valley, Bolton Peninsula, and the West End.*

No.

13. To what degree will the acquisition provide educational opportunities, interpretive opportunities, and/or serve as a general community resource?

13 a. Describe the educational or interpretive opportunities that exist for providing public access, educational or interpretive displays (signage, kiosks, etc.) on the proposed site, including any plans to provide those improvements and any plans for public accessibility.²

Quimper West has already been developed as providing public access through pedestrian trail access and the installation of informative and interpretive kiosks. The kiosks were developed nearly a dozen years ago and in 2022 Jefferson Land Trust is already in the process of replacing the signage kiosks to provide more up-to-date information to community members and visitors about the flora and fauna species on site, conservation work to-date, and the history around the multi-stakeholder effort to protect these properties.

Jefferson Land Trust is regularly approached by educational groups such as CedarRoot Folk School, public school districts, Natural History Society, and geology groups for access to conserved lands to conduct their mission-oriented educational programming. The Quimper Trust Land Transfer properties could be appropriate for such educational uses and would need to be solidified in an updated management plan with Jefferson County after its acquisition.

² The words "education" and "interpretation" are interpreted broadly by the CF Committee.

14. To what degree does the project preserve historic or culturally significant resources³?

14 a. The proposed acquisition ___ includes historic or culturally significant resources⁴ and

___ is registered with the National Register of Historic Places, or an equivalent program.

___ is recognized locally as having historic or cultural resources.

___ is adjacent to and provides a buffer for a historic or cultural site.

___ none of the above.

Jefferson Land Trust has an ever-deepening partnership with the Tribes of the Olympic Peninsula, including by having conversations about Tribal citizens harvesting culturally significant species and creating protections of culturally-modified trees on protected lands. Neither DNR, Jefferson Land Trust, nor Jefferson County have had the Tribes out to these Quimper Trust Land Transfer properties for assessment of cultural resources, but Jefferson Land Trust is working to have deeper Tribal relevance in the creation of our management and stewardship plans.

O & M Stand Alone Projects

15. Applications for Operation and Maintenance funding only to be scored on a scale of 1-100 based on information provided. Consider the CF Manual and the topics below, for example:

15 a. Please describe in detail, the reason O & M funds are needed, proposed O & M activities, and how they protect resources cited in the original acquisition project. Attach additional information such as up-to-date stewardship plan, maps, field reports, work plan, budget, timeline, etc., to support the application, if appropriate. O & M projects must address a compelling, immediate need. Specifically include whether the project has an up-to-date stewardship plan. If there is such a plan, is it being implemented and is the proposed O & M work specifically included in the plan? Also, describe any unforeseen or urgent threats to the resource conservation values of the site and whether the proposed O & M activities will mitigate those threats and/or prevent potential future threats.

Verification

16. Sponsor commitments:

16 a. Sponsors of projects that are approved for funding by the Board of County Commissioners are required to submit a brief progress report by October 30 every year for three years after the award is approved, or three years after the acquisition funds are disbursed to the applicant, whichever is later. The progress report must address any changes in the project focus or purpose, progress in obtaining matching funding, and stewardship and maintenance. Sponsors receiving O & M funds will also submit an annual report for each year that O&M funds are expended. The Committee will use the information to develop a project "report card" that will be submitted annually to the Board of County Commissioners.

16 b. If this project is approved for funding, I understand the sponsor is required to submit progress reports for three years and for any year in which O & M funds are expended. SS Initials 3/25 Date

³ Cultural resources means archeological and historic sites and artifacts, and traditional religious ceremonial and social uses and activities of affected Indian Tribes and mandatory protections of resources under chapters 27.44 and 27.53 RCW.

16 c. If, three years after the date funding is approved by the Board of County Commissioners, the project sponsor has not obtained the required matching funds, the Committee may request the Board of County Commissioners to nullify their approval of funds, and may require the project to re-apply.

If this project is approved for funding, I understand that we may be required to re-submit the application if the project sponsor does not obtain the necessary matching funding within three years.

SS Initials 3/25 Date

16 d. The applicant has reviewed all project requirements and all information in the application is accurate to the best of their knowledge. SS Initials 3/25 Date

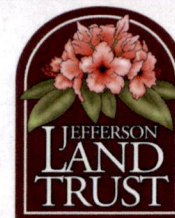
16 e. The sponsor commits to providing long-term stewardship to achieve the conservation and protection goals of the project as proposed in this application or as may be modified with recommendation of the CF Committee and approval of the BoCC. SS Initials 3/25 Date



Quimper Trust Land Transfer Site Location

0 1,400 2,800 5,600 Feet

2019 Aerial Image (NAIP)
For informational purposes only. All
data represented are from varying
sources and approximate.
Map created in March 2022





Quimper Trust Land Transfer Project Properties

0 375 750 1,500
Feet

2019 Aerial Image (NAIP)
For informational purposes only. All
data represented are from varying
sources and approximate.
Map created in March 2022



Quimper Trust Land Transfer
Application Photos



Quimper West mature conifer forest and trail



Quimper West mature conifer forest and trail



Baby Quimper – western red cedar with pileated woodpecker holes



Quimper East- current conditions of Douglas fir and salal understory



Quimper East- wet forest conditions on east side of property



Quimper East- current conditions of Douglas fir and Madrone with salal understory



March 2, 2021

Bob Winslow, Trust Land Transfer Project Manager
Washington Department of Natural Resources
Olympia, WA 98504

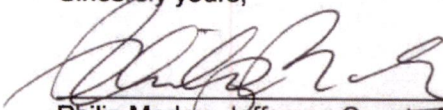
Dear Mr. Winslow-

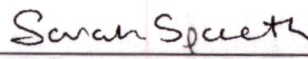
Jefferson County and Jefferson Land Trust are following up on our earlier conversations about the possibility of Jefferson County acquiring the remainder fee interest in the three DNR TLT properties shown below that are currently under 50-year renewable leases to our County. We would like to initiate this process as outlined in section 3.02 of the leases, and we understand that the next step is for the State to obtain appraisals of the remainder fee interest for each of the properties. Jefferson Land Trust is prepared to pay, in advance, the cost of those appraisals if you can let us know what that cost will be.

Once we have the appraised values, the County, Jefferson Land Trust and community will be in a position to assemble the necessary funding to submit an offer reflecting the fair market value at the time of the appraisal.

Thank you.

Sincerely yours,


Philip Morley, Jefferson County Administrator
1820 Jefferson St., Port Townsend, WA 98368


Sarah Spaeth, Jefferson Land Trust Director of Conservation and Strategic Partnerships
1033 Lawrence St., Port Townsend, WA 98368

cc: Brock Millern, Conservation, Recreation, and Transactions Division
Dave Gordon

Name	Acres +/-	Lease Term	Fee Ownership Value at time of lease	TLT Lease Value paid by legislature
Quimper Peninsula West	81 acres	50 years; ends in 2059	\$1,155,000	\$985,000
Quimper Peninsula East	28 acres	50 years; ends in 2059	\$430,000	\$371,200
Thorndyke	50 acres	50 years; ends in 2059	\$681,000	\$619,000

Exhibit B

2022 Conservation Futures Program Manual



Jefferson County Conservation Futures Program Manual
2022 Funding Cycle

Jefferson County Conservation Futures Program Manual

2022 Funding Cycle

Mission of the Conservation Futures Program

The mission of the Jefferson County Conservation Futures Program is to provide a system of public open spaces, those open spaces being necessary for the health, welfare, benefit and safety of the residents of Jefferson County and the maintenance of Jefferson County as a desirable place to live, visit and locate businesses.

Conservation Futures Citizen's Oversight Committee Membership (as of November 30, 2021)

Phil Andrus, Citizen, District #2
Mary Biskup, Citizen, District #1
Scott Brinton, Interest – Agriculture
Vacant, Citizen, District #3
Guy Dobyns, Citizen, District #3
Joanne Pontrello, Citizen, District #2
Rob Harbour, Interest – Working Lands
Richard Jahnke, Interest – Coastal Areas
Craig Schrader, Interest – Climate Change
Lorna Smith, Interest – Ecotourism
Dave Seabrook, Interest – Food Security
Ron Rempel – Wildlife Conservation Biology
David Wilkinson, Citizen, District #1

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Overview

Jefferson County welcomes your application to the Conservation Futures Program (CF Program). Please do not hesitate to contact the program coordinator at Jefferson County Public Health with questions at Ph: 360/379-4498 or tpokorny@co.jefferson.wa.us. The Conservation Futures Program website address is <http://www.co.jefferson.wa.us/commissioners/Conservation/conservation.asp>.

In July 2002, the county commissioners approved the Conservation Futures Ordinance, Jefferson County Code Section 3.08, in accordance with the Revised Code of Washington (RCW) Chapter 84.34. The ordinance establishes goals for the county's Conservation Futures Program and an allocation process for the conservation futures tax levy.

The purpose of the CF Program is to acquire open space lands, including green spaces, greenbelts, fish and wildlife habitat, trail rights-of-ways, agricultural land and timber land (as those terms are defined in Ch. 84.34 RCW). Projects may include fee-simple or any lesser interest or development right with respect to real property as well as operation and maintenance (O & M) activities. O & M projects must be linked to a past, or proposed, CF-funded acquisition.

A minimum 50% match is required for all project types. Match must be cash, land trades, the value of land to be traded, or other open spaces linked to the property under application. Open space, wildlife habitat, agricultural and timber lands are all eligible. The project sponsor must sign a grant agreement with the county (see **Appendix A**). County code (JCC 03.08.030(10)) requires that properties or easements be held by public entities or others as defined in RCW 84.34.210. Government entities may choose to share title of a property with a non-profit nature conservancy corporation or association. Public open spaces must be available on the same conditions to all residents of the county for the benefit of Jefferson County residents and visitors. Applicants for projects may include the county, municipalities, park districts, state or federal agencies, private non-profit corporations or associations, and private individuals.

Project applicants must be represented by a local sponsoring organization based in Jefferson County. Potential sponsors include local governments, special purpose districts and non-profit corporations. A list of potential sponsors is available by contacting program staff. A project sponsor is responsible for the content and submission of the application, organizing and hosting a site visit, making a formal project presentation to the CF Committee, the stewardship plan and its implementation, and all County contracting, reporting, and reimbursement requirements.

Available funding is announced early in the calendar year and applications are provided by Jefferson County Public Health. Conservation Futures Fund monies can be the collateral, revenue stream or security for long-term financing (typically bonds) in a manner consistent with law. Public workshop(s) may be held prior to the start of the funding round and are available by request throughout the year. The program coordinator is always available to answer questions from sponsors, applicants, and interested parties.

This funding cycle, applications will be due Friday, March 25th, 2022 and sponsors host site visits and present projects to the CF Committee later in March and in April. Information about the application period is posted on the program website, announced in local newspapers and via email, and available by contacting the program coordinator. In April or May, the CF Committee meets to rank projects, determine recommended funding levels, and compose its overall recommendations to the Board of County Commissioners (BoCC). The BoCC typically makes award determinations in July. Funding for reimbursement is generally not available until August or later. At least every other year, the BoCC

reviews the priorities of the Conservation Futures Program and the project ranking process. All meetings of the Conservation Futures Committee are open to the public. Citizens are encouraged to attend.

Conservation Futures Citizen Oversight Committee (CF Committee)

The CF Committee membership is intended to reflect a broad spectrum of interests and expertise. It includes at least two individuals from each commissioner district and at least nine citizens total. Anyone interested in applying for a seat on the committee is encouraged to contact the Board of County Commissioners Office (jeffbocc@co.jefferson.wa.us) and/or the program coordinator at Public Health.

Project Selection

The CF Committee scores and ranks project applications according to criteria designed to reflect the priorities expressed in the Jefferson County Code Section 03.08.040. This evaluation process has five (5) distinct phases as follows:

1. Written project application: Each CF Committee member (CFCM) independently reads and assesses each application and prepares any necessary clarification questions.
2. Site visits: Each CFCM **must** attend the project site visits (or view a video of the site visit). Questions may be posed by committee members and answered during this site visit or they may be held until the project presentations meeting.
3. Oral presentation of the project: Each sponsor and CFCM **must** attend this meeting during which the project sponsor(s) present their project(s) and answer questions posed by the committee members. Following the oral presentations, a deadline will be established for CFCMs to submit additional questions to applicants (via county staff). After this set deadline for additional questions, a second deadline will be established for the receipt of all answers from applicants. After this second deadline no further additional information may be requested, received or considered by the committee.
4. Submission of project score sheets: Each CFCM submits to the program coordinator a form for each project consisting of questions that ask how well, in the committee member's judgement, an applicant meets the criteria for approval and funding. The committee member assigns a numerical "score" (within a range predetermined by the CF Committee) for each of the questions and it is weighted by a predetermined multiplier. Individual scores for each project are recorded in a spreadsheet by the program coordinator. This spreadsheet is emailed to Committee members as soon as all the scores are available and entered as soon as possible ahead of the meeting to rank projects.
5. During the meeting to rank projects, Committee members will have an opportunity to ask questions of each other about scoring choices and interpretations of specific questions and may adjust their scores as desired. Afterwards, a committee composite "score", for each project application is obtained by taking the average of the "scores". If a project application's composite "score" is 70% of the total possible numerical value for a project "score" or greater, the project is considered worthy of funding (i.e. eligible for). Projects "scoring" below 70% of the total possible numerical value for a project "score" are not considered for funding unless compelling reasons for funding arise in the final evaluation phase.
6. Ranking and recommendation for funding of project applications: Each project application judged eligible in phase #4 is discussed, bringing into focus information garnered from phases 1 through 4 and in light of current funds available to the cycle. All project applications are compared and a final ranking and funding recommendation may be determined for each of the project applications and submitted to the Board of County Commissioners in a memo from the CF Committee chair or vice chair. The Committee will provide justification to the Commissioners for any and all changes from the numerical ranked order.

Information Sources

The Conservation Futures Program is administered by the Commissioners' Office with assistance from Public Health. Please note that the information contained in this manual does not supersede the statutes governing the Jefferson County Conservation Futures Fund and Program, and should be read in conjunction with them.

Relevant sections of law are found in Revised Code of Washington, Chapter 84.34 (RCW 84.34) and the Jefferson County Code (JCC 03.08).

To access RCW 84.34 online, visit <https://app.leg.wa.gov/rcw>. The Jefferson County Code is available online at <http://www.codepublishing.com/WA/JeffersonCounty>.

Contact the program coordinator at ph: 360/379-4498, fax: 360/379-4487 or email tpokorny@co.jefferson.wa.us.

Reimbursement

All grants are funded by the Jefferson County Conservation Futures tax levy. After a public hearing is held, one or more project award resolutions may be passed by the Board of County Commissioners, usually in June or July. Project agreement(s) (**Appendix A**) between the County and the project sponsor are then developed to include the full scope of work as described in the original or updated application. A final draft grant deed of conservation easement or statutory warranty deed is requested to serve as an attachment to the agreement along with the project application and that year's program manual.

Except in the case of escrow payments, sponsors must expend their own funds on eligible and allowable expenditures prior to requesting reimbursement. With sufficient lead time, an approved settlement statement, the qualifying property appraisal, and the required documentation of the matching contribution, CF funds may be made available to the title company shortly before closing for the direct costs of property acquisition. Please discuss dates for closings with the program coordinator to help ensure that grant funds are ready and available when needed.

The project sponsor will commit to providing a matching contribution consistent with the project application, and no less than the amount of conservation futures funds awarded to the project, before conservation futures tax funds are reimbursed to that sponsor. This contribution may consist of:

- cash
- land trades if the valuation of the land to be traded is established by a valuation arising from an appraisal generated by a Washington State Certified Licensed Appraiser (Member of the Appraisal Institute MAI);
- the cash value of the land to be traded, excluding Jefferson County conservation futures contributions; or
- other open spaces acquired within the previous two years that is situated either directly adjacent to or could, in the sole discretion of the county, be directly linked to the property under application.
- cost of appraisal, title insurance, closing costs, and other miscellaneous fees (*See JCC 3.08.030(5).*)

Deeds and conservation easement documents must be recorded by the Jefferson County Auditor's Office within 30 days of closing.

If matching funds are not secured within three years, the project may be required to re-apply.

Conservation Futures language pre-approved by Jefferson County is required to be included in conservation easement documents or statutory warranty deeds in order to ensure adequate protections for project and match properties, and the public interest, in perpetuity.

Compliance with All Laws

Project sponsors shall comply fully with the project agreement, grant program policies, County policies and all applicable federal, state and local laws, orders, regulations and permits.

Record Retention/Public Records Act

The project sponsor shall retain all books, records, documents, data and other materials relevant to the agreement for a minimum of ten (10) years after the completion of the project. Documents related to the expenditure of CF funds, by way of example only, purchase and sale agreements, settlement documents, invoices, e-mails, expert reports and/or appraisals, are Public Records subject to disclosure in accordance with the Public Records Act, Ch. 42.56 RCW, if requested by a citizen or entity. All meetings and activities of the CF Committee are subject to the Open Public Meetings Act, Ch. 42.30 RCW. The public is always invited and encouraged to attend. Two observer comment periods are included in each agenda.

Acquisition Projects

Project applications for the acquisition of property must meet the following threshold criteria in order to be considered for funding. Each application will receive an initial screening to make sure that it is in compliance. Applicants are encouraged to submit pertinent materials and documents, as appropriate, in addition to those items required. Multi-year acquisition projects are permitted but require additional justification.

Project Eligibility

- Proposed acquisitions must have a willing seller.
- The property, or property right, must be eligible for purchase as defined by state law, RCW 84.34.210 (i.e. "...protect, preserve, maintain, improve, restore, limit the future use of, or otherwise conserve, selected open space land, farm and agricultural land, and timber land...").
- Conservation Futures funds **cannot** be used to acquire property, or a property right, that will be used for active recreation purposes (including but not limited to sports fields, playgrounds, recreation centers, swimming beaches or pools, motorized boat launches).
- Conservation Futures funds **cannot** be used for passive development of a site. For the purposes of this application, passive improvements include, but are not limited to, trails, interpretive centers, viewpoints, picnic areas, access, restrooms, landscaping and parking.

Applicant Eligibility

Eligible applicants include the County, municipalities, Park Districts, State or federal agencies, private non-profit corporations or associations, and private individuals.

Sponsor Eligibility

All applicants must have a local sponsor. Eligible sponsors include county, municipalities, park districts, or private non-profit corporations based in Jefferson County. A current, but not necessarily comprehensive, list of eligible local sponsors may be requested from program staff.

Eligible Capital Project Expenditures: (See also JCC 3.080.030(7))

Capital project expenditures or match may include:

- ☐ Costs of acquiring real property, including interests in real property
- ☐ Cost of related relocation of eligible occupants (includes administration)
- ☐ Cost of appraisal
- ☐ Cost of appraisal review
- ☐ Cost of title insurance
- ☐ Closing costs
- ☐ Pro rata real estate taxes
- ☐ Recording fees
- ☐ Compensating tax
- ☐ Hazardous waste substances reports
- ☐ Directly related staff and administrative costs (These are limited to 5% of the total cost of the project.)
- ☐ Related legal costs excluding the cost of preparing application for conservation futures funds.
- ☐ Baseline documentation
- ☐ Boundary survey
- ☐ Cultural resources review (survey, excavation, on-site monitoring and data recovery)

Conservation futures tax levy funds may not be used to acquire any real property or interest in real property therein through the exercise of the power of eminent domain.

Stewardship Plan

Prior to reimbursement, sponsors must provide a stewardship plan that describes how the property, or property right, will be maintained over time. Costs for stewardship plans are eligible for operations and maintenance reimbursement only under "Special Reports" (not as a capital acquisition expense).

Title Report and Title Insurance

Please make county staff aware of issues that could affect the title report and provide updates as they are generated. A title report and title insurance are to be issued in conjunction with the property transaction.

Appraisals

Successful applicants must provide an independent appraisal (standard, narrative or M.A.I.) from a Washington State Certified Licensed Appraiser if the estimate of value exceeds the assessed value at the time that reimbursement is requested. In no case shall conservation futures funds dispersed exceed the grant amount awarded by the BoCC. No appraisal is required for properties assessed at \$20,000 or less.

The appraisal must:

- be no more than 1 year old. A Supplemental Update by the original appraiser may be required, at the discretion of the county, if the appraisal is more than six months old.
- include a current Title Report provided at the time of the most current appraisal or update.
- if timber, mineral or aquatic resources are to be included as value to the appraisal, then the appraisal shall include a separate timber, mineral or aquatic resources evaluation of value,
or
- an opinion of value from a qualified representative of the real estate industry or recent valuation from the Jefferson County Assessor's Office may be used when the total assessed value does not exceed \$20,000.

Review Appraisals

No appraisal review is required of the sponsor by the CF program. However, the CF Committee and/or the county may choose to select an appraisal for independent review for any reason.

Project Implementation

At the time of purchase or the signing of a "purchase and sale agreement", the appraisal must be no more than a year old unless an extended period is requested and approved by the county, up to a total of 18 months.

Application and Attachment Requirements for Acquisition Projects

All materials must be submitted electronically as one or more PDF files to tpokorny@co.jefferson.wa.us:

- Proof of Willing Seller: A "Willing Seller" letter confirming that the current owner of the property proposed for acquisition is willing to sell.
- Estimate of Value: A county assessment, certified appraisal of value, and/or an estimate of value from the project sponsor.
- Site Location Map: On a Jefferson County base map, or on a map of the sponsoring agency's jurisdictional boundaries, clearly identify the location of the proposed acquisition.
- Project Boundary Map: On a quarter-section map or other map of sufficiently large scale, identify the boundaries of the proposed project.
- Color Images: Provide six (6) different views of the property proposed for acquisition. The images should show vegetation, terrain, waterfront, man-made features, access roads, wetlands, unique characteristics, etc. Please include captions and an aerial view, if available.
- Development Plan or Narrative: Provide a schematic or master plan map of the project site showing proposed uses and improvements, if applicable.
- In addition, if the application sponsor is a private non-profit organization, attachments must also include:
 - Proof of 501(c)(3) Status
 - Current Budget
 - Board Roster
 - Organization Chart or Staff Roster
 - Most Recent Financial Statements (audited if possible)

Copy of minutes or resolution documenting official action to submit application for proposed acquisition. If more than one project is submitted from the same sponsor, the minutes or resolution should indicate the project priority and how it was determined.

Combination Acquisition/O & M Projects

Projects that involve acquisition and O & M expenses are allowed and require that both sets of application materials be submitted

Operations and Maintenance Projects (combination or standalone)

Statement of Priority with regard to standalone O & M projects

Due to the urgent need to protect farm, forest, habitat, and open space lands, the current priority of the Conservation Futures program is to fund high quality acquisition projects. Operations and Maintenance funding for completed acquisition projects may be approved in exceptional cases, when funding is available.

Availability of Funds for O & M

Only projects that are acquired using conservation futures funds are eligible for O & M funding. Requests for O & M funding should not exceed the available limit (consult with program staff). Approved disbursements for operation and maintenance of interests in real property purchased with conservation futures tax levy monies shall not in any particular year be greater than fifteen percent (15%) of the conservation futures tax levy monies raised in the preceding year.

Project Eligibility

Operation and maintenance funding may be used for any property to be acquired, or previously acquired, with Conservation Futures funds. Conservation futures tax levy funds appropriated for O & M or interests in real property shall not supplant or replace any existing funding for maintenance and operation of parks and recreational lands.

Applicant Eligibility

Eligible applicants include the County, municipalities, Park Districts, State or federal agencies, private non-profit corporations or associations, and private individuals.

Sponsor Eligibility

All applicants must have a local sponsor. Eligible sponsors include the County, municipalities, Park Districts, or private non-profit corporations based in Jefferson County.

Eligible Operations & Maintenance Expenditures – Please note: (with acquisition request or standalone for past projects) – Please note: Total O & M awards are limited to 15% of the revenue to the Conservation Futures Fund in the previous year.

Operations & Maintenance expenditures or match may include, but are not limited to:

☐ Cultural resources review (survey, excavation, on-site monitoring and data recovery)

☐ Demolition

- ___ Fencing (if needed for public safety or resource protection)
- ___ Noxious weed control
- ___ Signage
- ___ Special site-specific reports (e.g. stewardship reports)
- ___ Wetland identification and/or delineation

Application and Attachment Requirements for O & M Projects

All requested materials must accompany the application upon submission. If an item is irrelevant to the project at hand, please explain why this is so.

- ___ Narrative description of how the requested funds will support specific O & M activities; what problems or stewardship needs will be addressed by the project; how the proposed O & M activities will help implement the current Stewardship Plan for the site; probable phasing of project activities; and other information that will help describe the need for and scope of the project.
- ___ Simple budget describing how requested funds will be used and the source of matching funds.
- ___ Site Location Map: On a Jefferson County base map, or on a map of the sponsoring agency's jurisdictional boundaries, clearly identify the location of the proposed activities.
- ___ Project Boundary Map: On a Quarter-section map or other map of sufficiently large scale, identify the boundaries of the proposed project.
- ___ Color Images: Provide images of portions of the property proposed for O & M activities. Please include captions, if available.
- ___ Plan, map, or aerial photo of the project site showing proposed areas of maintenance or improvements, if applicable.
- ___ Copy of minutes or resolution documenting official action of project sponsor to submit application for project funding. If more than one project is submitted from the same sponsor, the minutes or resolution should indicate the project priority and how it was determined.

Documentation of Match

A match contribution that equals the percentage of the project promised in the project application (no less than 50%) must be documented with each invoice. Match guidelines are identical for acquisition and O & M proposals. In-kind labor cannot be used as match. An expenditure summary that provides the following information must accompany billing:

- 1) Date the payment was made.
- 2) The vendor and/or employee to whom the payment was made.
- 3) A description of what was purchased or what work and/or services were performed; provide a description of what service or work was performed for the payroll costs or by the sub-contractor.

Reporting

Any project sponsor receiving O & M funds is required to submit a report each December until those funds are expended.

Application and Attachment Requirements for O&M Projects

To apply for O & M funding for a project previously purchased using CF Funds, use the standard application form. In question #1, refer to the original project title and year that the project was approved followed by "O & M Request Only". If you feel that a question is irrelevant to the project at hand, please answer "N/A".

Required Site Visit

Project sponsors are asked to host the CF Committee on project site visit(s) and, beforehand, to obtain written permission from the landowner for a county employee to take photographs and make an unrestricted video recording of the project area. These materials are used to inform any CF Committee members not in attendance at the site visit(s) due to health considerations or other needs. The images will be kept on file and discoverable under the Open Public Records Act. If necessary, due to health and safety or other considerations, the project sponsor will arrange for one or two County employees to tape the video in the absence of any CF Committee members.

Required Meeting

The sponsor must request and reserve the date that the CF Committee will meet to hear project presentations. The sponsor should attend the meeting in person, if possible, and make a presentation that begins with an introductory project description and ideally is organized according to the sequence of questions listed on the Score Sheet. CF Committee members are required to participate in both the project presentation and ranking meetings as well as the site visit (or view the site visit video) in order to be eligible to participate in funding recommendations.

Annual Reports

Sponsors are required to submit an annual report by December 31st every year from the date of award until three years after the CF funds are disbursed. Sponsors receiving O&M funds will also submit an annual report for each year that O&M funds are expended. An annual report template is included with this manual and will be provided to the project sponsor electronically. The progress report must address changes in the project focus or purpose, progress in obtaining matching funding, and stewardship and maintenance, as applicable. Project sponsors may demonstrate their long-term stewardship success or management of projects by submitting their site inspection reports annually.

Reports

At their discretion, sponsors may provide annual reports to the CF Committee based on their own monitoring documents. After five years, if no information is received about a project, the Committee is more likely to request information about long-term monitoring activities.

Project Changes

Project sponsors are expected to implement funded projects as described in their application to the CFF. However, occasional changes may be necessary. This section describes the process by which a project sponsor can initiate a request for change. A change occurs whenever the language contained in the application to the Conservation Futures Fund no longer accurately or fully describes the project.

A proposed project change, such as a cost increase, parcel substitution or removal, or change in funding category (acquisition or O & M) or match ratio, requires that the CF Committee first develop a recommendation for the BoCC to consider.

The Committee prefers that project change requests be presented as follows:

1. Send a “letter”, addressed to the CF Committee and Board of County Commissioners, in an email to the program coordinator describing the desired change(s) and need for it/them in as much detail as possible. Also, characterize the level of urgency for addressing the possible change. If at all possible, provide this information at least two weeks ahead of the next scheduled full committee meeting for possible inclusion on the draft agenda.
2. Reflect the proposed change in a Microsoft Word version of the original conservation futures application, and the County/Sponsor resolution or agreement (as applicable), using Track Changes. Label new attachments with the current date. Attach the document(s) to the email described above.
3. When the change request is included on a draft agenda, the sponsor should make every effort to attend that meeting in person or by phone/internet.
4. If the need for change is urgent, the Chair may call a special, ad hoc, meeting. However, such a meeting requires that a quorum of committee members is available to approve any recommendation to the BoCC.
5. The following requests are considered particularly significant:
 - a. Parcel substitution or removal
 - b. Increase in funding amount
 - c. Reduction in percentage match
 - d. Loss of conservation value
 - e. Change in funding category (acquisition and/or O&M)

The CF Committee shall:

1. Review the request for change and ask questions of the project sponsor, as needed.
2. Engage in discussion about the proposed change.
3. Formulate and vote, consistent with the bylaws, on a motion to accomplish one or more of the following:
 - a. Draft a statement to recommend the change for approval by the BoCC in its current form
 - b. Ask the project sponsor to revise and resubmit the change request for a future meeting
 - c. Reject the change and submit a statement to the BoCC to accompany the request

Staff shall:

1. Work with the project sponsor and Committee chair to refine or clarify the change request ahead of its presentation at the next Committee meeting, as needed.
2. Forward the change request and Committee recommendations to the BoCC for final determination at a regularly scheduled meeting.
3. Work with the Committee, and subcommittee(s) as applicable, to learn from the change and determine if related updates to program materials are needed.

Program Suggestions

Suggestions for program improvements are always welcome and may be provided to the Conservation Futures Committee by letter or email via the program coordinator at the contact information on page 3. Every CF Committee meeting also includes two public comment periods. Draft meeting agendas are posted on the program website.

Appendix A
GRANT AGREEMENT TEMPLATES (INFORMATIONAL ONLY)

Fee Simple Acquisitions:

JEFFERSON COUNTY CONSERVATION FUTURES PROGRAM
PROJECT GRANT AGREEMENT

Project Sponsor: [SPONSOR (UBI Number: xxx xxx xxx)]

Project Title: [PROJECT]

Contract Number: [xxxxxxx]

Approval: [Resolution No.]

1. Parties to this Agreement

This Jefferson County Conservation Futures Program Project Grant Agreement (this Agreement) is entered into between Jefferson County (County), PO Box 1220, Port Townsend, Washington 98368 and [NAME] (Sponsor), [ADDRESS].

2. Purpose of this Agreement

This Agreement sets out the terms and conditions by which a grant is made through the Jefferson County Conservation Futures Fund, Chapter 3.08 of the Jefferson County Code (JCC), as approved by Resolution No. [NUMBER].

3. Grant Administration

The grant is administered by Jefferson County Public Health Department on behalf of the project Sponsor.

4. Description of Project

The subject project is described in the Scope of Work (**Appendix A**).

5. Project Requirements

[SPONSOR] shall implement a Conservation Futures Program project to acquire in fee simple title [NUMBER] via a statutory warranty deed of the parcels of land known in the records of the Jefferson County Assessor as APN#(s) [NUMBERS] (the Property), and as described in the [YEAR] Conservation Futures project application for [NAME] (**Exhibit B**) and [YEAR] Conservation Futures Program Manual (**Exhibit C**), and as authorized by Resolution [NUMBER] (**Exhibit D**). The statutory warranty deed shall prevent subdivision while allowing for native forest management and habitat protections, or as described in the project application. Language must be included in the statutory warranty deed to protect the County's interests and conservation values, including, at a minimum, the following:

Grantee's costs of acquiring the Property were provided in part by grant funding from the Jefferson County Conservation Futures property tax authorized by Washington law. Grantee hereby agrees to be bound by Jefferson County Code (JCC) 3.08.030(9), the uses authorized under RCW 84.34.230, including the obligation to ensure the long-term conservation of the Property in accordance with the terms and conditions of the statutory warranty deed, and to obtain the consent of Jefferson County prior to any conveyance of any interest acquired hereby. Consistent with JCC 3.08.030(9), the Property shall not be converted to a different use unless

and only if other equivalent lands or interest in lands within Jefferson County are received by Grantee in exchange.

6. Period of Performance

The Project reimbursement period for acquisition expenses shall begin on February 15, 2021 and end on February 15, 2024 unless proof of match is provided prior to this date. Work performed consistent with this Agreement during its term, but prior to the adoption of this Agreement, is hereby ratified.

7. Annual Reporting Required.

Annual reporting by the Sponsor to the County is required every year on or before December 31st until three years after the acquisition funds are dispersed.

8. Project Funding

The total grant award provided by the Conservation Futures Fund for the Project shall not exceed \$69,500. The Conservation Futures Fund shall not pay any amount beyond that approved in this Agreement for funding of the Project. The Sponsor shall be responsible for no less than sixty-three (63%) percent of the total Project cost and all Project costs in excess of \$187,838. The contribution by the Sponsor toward work on the Project shall be as indicated below. The contribution by the Conservation Futures Fund toward work on the Project is described immediately above and in "C" above.

	Acquisition	O & M	Totals	% Match
[PROJECT NAME] – Conservation Futures	[\$[AMOUNT]]	[\$[AMOUNT]]	[\$[AMOUNT]]	%[AMOUNT]
Estimated Project Sponsor Contribution	[\$[AMOUNT]]	[\$[AMOUNT]]	[\$[AMOUNT]]	%[AMOUNT]
Estimated Total Project Cost	[\$[AMOUNT]]	[\$[AMOUNT]]	[\$[AMOUNT]]	%[AMOUNT]

9. Unexpended Project Allocations

Should unexpected Project allocations, including (but not limited to) project completion at less than the estimated cost or (alternatively) the abandonment of the Project occur, then the Sponsor shall notify the County within 30 days.

10. Modification of this Agreement

All rights and obligations of the parties to this Agreement are subject to this Agreement and its attachments. Except as provided in this Agreement, no alteration of any of the terms or conditions of this Agreement shall be effective unless provided in writing. All such alterations, except those concerning the period of performance, must be signed by both parties. Period of performance extensions need only be signed by Jefferson Board of County Commissioners.

11. Indemnification

Sponsor shall indemnify and hold harmless the County, its past or present employees, officers, agents, elected or appointed officials or volunteers (and their marital communities), from and against all claims, losses or liability, or any portion thereof, including reasonable attorney's fees and costs, arising from injury or death to persons, including injuries, sickness, disease or death to Sponsor's own employees, or damage to property occasioned by a negligent act, omission or failure of the Sponsor. Sponsor shall be liable only to the extent of Sponsor's proportional negligence. The Sponsor specifically assumes potential liability for actions brought against the County by Sponsor's employees, including all other persons engaged in the performance of any work or service required of the Sponsor under this Agreement and, solely for the purpose of this indemnification and defense, the Sponsor specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The Sponsor recognizes that this waiver was specifically entered into pursuant to provisions of RCW 4.24.115 and was subject of mutual negotiation. For the avoidance of doubt, the obligations in this section shall survive the expiration or termination of this Agreement.

12. Insurance

The Sponsor shall secure and maintain in force throughout the duration of this Agreement policies of insurance as follows:

Workers Compensation Insurance. If and only if the Sponsor employs any person(s) in the status of employee or employees separate from or in addition to any equity owners, sole proprietor, partners, owners or shareholders of the Sponsor, Worker's Compensation Insurance in an amount or amounts that are not less than the required statutory minimum(s) as established by the State of Washington or the state or province where the Sponsor is located.

Commercial Automobile Liability Insurance providing bodily injury and property damage liability coverage for all owned and non-owned vehicles assigned to or used in the performance of the work for a combined single limit of not less than \$500,000 each occurrence with the County named as an additional insured in connection with the Sponsor's performance of the contract.

General Commercial Liability Insurance in an amount not less than a single limit of one million dollars (\$1,000,000) per occurrence and an aggregate of not less than two (2) times the occurrence amount (\$2,000,000.00 minimum) for bodily injury, including death and property damage, unless a greater amount is specified in the contract specifications. The insurance coverage shall contain no limitations on the scope of the protection provided and include the following minimum coverage:

- a. Broad Form Property Damage, with no employee exclusion;
- b. Personal Injury Liability, including extended bodily injury;
- c. Broad Form Contractual/Commercial Liability – including completed operations;
- d. Premises – Operations Liability (M&C);
- e. Independent Contractors and subcontractors;
- f. Blanket Contractual Liability.

Such insurance coverage shall be evidenced by one of the following methods:

- * Certificate of Insurance;

* Self-insurance through an irrevocable Letter of Credit from a qualified financial institution.
The County shall be named as an additional insured party under this policy.

Certificates of coverage as required by this section shall be delivered to the County within fifteen (15) days of execution of this Agreement.

Any deductibles or self-insured retention shall be declared to and approved by the County prior to the approval of the contract by the County. At the option of the County, the insurer shall reduce or eliminate deductibles or self-insured retention or the Sponsor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

The Sponsor shall include all subcontractors as insured under its insurance policies or shall furnish separate certificates and endorsements for each subcontractor. All insurance provisions for subcontractors shall be subject to all of the requirements stated in this Agreement.

Failure of the Sponsor to take out or maintain any required insurance shall not relieve the Sponsor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations concerning indemnification.

It is agreed by the parties that insurers shall have no right of recovery or subrogation against the County (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the above described insurance. It is further agreed by the parties that insurance companies issuing the policy or policies shall have no recourse against the County (including its employees and other agents and agencies) for payment of any premiums or for assessments under any form of policy. It is further agreed by the parties that any and all deductibles in the above described insurance policies shall be assumed by and be at the sole risk of the Sponsor.

It is agreed by the parties that judgments for which the County may be liable, in excess of insured amounts provided in this Agreement, or any portion thereof, may be withheld from payment due, or to become due, to the Sponsor until such time as the Sponsor shall furnish additional security covering such judgment as may be determined by the County.

The County reserves the right to request additional insurance on an individual basis for extra hazardous contracts and specific service agreements.

Any coverage for third party liability claims provided to the County by a "Risk Pool" created pursuant to Ch. 48.62 RCW shall be non-contributory with respect to any policy of insurance the Sponsor must provide in order to comply with this Agreement.

If the proof of insurance or certificate indicating the County is an "additional insured" to a policy obtained by the Sponsor refers to an endorsement (by number or name) but does not provide the full text of that endorsement, then it shall be the obligation of the Sponsor to obtain the full text of that endorsement and forward that full text to the County.

The County may, upon the Sponsor's failure to comply with all provisions of this Agreement relating to insurance, withhold payment or compensation that would otherwise be due to the Sponsor.

For the avoidance of doubt, the obligations in this section shall survive the expiration or termination of this Agreement.

13. Independent Contractor

The Sponsor is an independent contractor with respect to the services provided pursuant to this Agreement. The Sponsor is not as an agent, an employee or a servant of the County. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties. The Sponsor specifically has the right to direct and control Contractor's own activities and over all of its subcontractors, employees, agents and representatives in providing the agreed services in accordance with the specifications set out in this Agreement. Neither Sponsor nor any employee of Sponsor shall be entitled to any benefits accorded County employees by virtue of the services provided under this Agreement. The County shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to Sponsor, or any employee of Sponsor. The Sponsor agrees to file all necessary governmental documents, including appropriate tax returns, reflecting income status as an independent contractor for services rendered to the County under this Agreement.

14. No Assignment

The Sponsor shall not sublet or assign any of the services covered by this Agreement without the express written consent of the County or its authorized representative. Assignment does not include printing or other customary reimbursable expenses that may be provided in an agreement.

15. Ownership and Use of Documents

All documents, drawings, specifications and other materials produced by the Sponsor in connection with the services rendered under this Agreement shall be the property of the Sponsor whether the project for which they are made is executed or not. The County shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference, and use in connection with the Sponsor's endeavors.

16. Compliance with Applicable Statutes, Rules, and Jefferson County Policies

This Agreement is governed by, and the Sponsor shall comply with, all applicable state and federal laws and regulations, including RCW 84.34.210, and published agency policies, which are incorporated into this Agreement by this reference as if fully set forth.

17. No Harassment of Discrimination

Any form of harassment, discrimination, or improper fraternization with any County employee is strictly prohibited. The Sponsor shall not discriminate on the grounds of race, color, national origin, religion, creed, age, sex, sexual orientation, or the presence of any physical or sensory disability in the selection and retention of employees or procurement of materials or supplies.

18. Sponsor's Accounting Books and Records

The Sponsor shall maintain complete financial records relating to this Agreement and the services rendered including all books, records, documents, receipts, invoices, and all other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect cost of any nature expended in the performance of this Agreement. The Sponsor's records and accounts pertaining to this Agreement are to be kept available for inspection by the Office of the State Auditor, federal auditors, the Jefferson County Auditor, and any persons duly authorized by the County shall have full access and the right to examine any of these materials during this period for a period of ten (10) years after the date of the final payment to Sponsor. If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved. Copies shall be made available upon request. Records

and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed.

19. Licensing, Accreditation and Registration

The Sponsor shall comply with all applicable local, state and federal licensing, accreditation, permitting, and registration requirement/standards necessary for the performance of this Agreement.

20. Disputes

Except as otherwise provided in this Agreement, when a bona fide dispute arises between Jefferson County and the Sponsor and it cannot be resolved, either party may request a dispute hearing with a mediator agreed upon by the parties, or if agreement cannot be made, the mediator shall be selected by the Jefferson County Superior Court. Either party's request for a dispute hearing must be in writing and clearly state:

- a. the disputed issue(s);
- b. the relative positions of the parties; and,
- c. the Sponsor's name, address and agency contact number.

Requests for dispute hearings must be mailed to the Project Manager, Jefferson County Environmental Public Health Department, 615 Sheridan St., Port Townsend, WA 98368, within fifteen (15) days after either party received notice of the disputed issue(s). The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal. The parties shall split evenly the cost of mediation or whatever form of dispute resolution is used. The parties shall bear their own costs and attorney's fees in any dispute.

The venue for any legal action shall be solely in the appropriate state court in Jefferson County, Washington, subject to the venue provisions for actions against counties in RCW 36.01.050.

Each party to this Agreement shall be responsible for their own dispute and litigation costs, including attorney's fees.

21. Termination for Funding

Jefferson County may unilaterally terminate this Agreement in the event funding from state, federal, or other sources are withdrawn, reduced, or limited in any way after the effective date of this Agreement.

22. Termination for Convenience

The County reserves the right to terminate this Agreement at any time by giving ten (10) days written notice to the Sponsor.

23. Assignment

The Sponsor shall not sublet or assign any interest in this Agreement, and shall not transfer any interest in this Agreement without the express written consent of the County.

24. No Waiver

Waiver by any party of any provision of this Agreement or any time limitation provided for in this Agreement shall not constitute a waiver of any other provision.

No consent by either party to, or waiver of, a breach by either party, whether express or implied, shall constitute a consent to, waiver of, or excuse of any other, different, or subsequent breach by either party.

No term or provision of this Agreement shall be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing signed on behalf of the party against whom the waiver is asserted. Failure of a party to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default.

25. County Does Not Assume Additional Duties

The County does not assume any obligation or duty, except as required by federal or state law, to determine if Sponsor is complying with all applicable statutes, rules, codes ordinances or permits.

26. Agreement Representatives

All written communications sent to the Sponsor under this Agreement shall be addressed and delivered to:

Sponsor Contact

Conservation Futures Program Contact

Tami Pokorny
Jefferson County Environmental Public Health –
Conservation Futures
615 Sheridan Street
Port Townsend, WA 98368

These addresses shall be effective until receipt by one party from the other of a written notice of any change.

27. Entire Agreement

This Agreement, along with all attachments, constitutes the entire agreement of the parties. No other understandings, oral or otherwise, regarding this Agreement shall exist or bind any of the parties.

28. Severability

Provided it does not result in a material change in the terms of this Agreement, if any provision of this Agreement or the application of this Agreement to any person or circumstance shall be invalid, illegal, or unenforceable to any extent, the remainder of this Agreement and the application this Agreement shall not be affected and shall be enforceable to the fullest extent permitted by law.

29. Survival

Those provisions of this Agreement that by their sense and purpose should survive the term of this Agreement shall survive the term of this Agreement. Without limiting the generality of the preceding sentence, and for the avoidance of doubt, the provisions that survive the term of this agreement include: (a) controlling law; (b) insurance; and, (c) indemnification.

30. Binding on Successors, Heirs and Assigns

This Agreement shall be binding upon and inure to the benefit of the parties' successors in interest, heirs and assigns.

31. No Third-party Beneficiaries

The parties do not intend, and nothing in this Agreement shall be construed to mean, that any provision in this Agreement is for the benefit of any person or entity who is not a party.

32. Signature in Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Agreement at different times and places by the parties shall not affect the validity of this Agreement, so long as all the parties execute a counterpart of this Agreement.

33. Facsimile and Electronic Signatures

The parties agree that facsimile and electronic signatures shall have the same force and effect as original signatures.

34. Public Records Act

Notwithstanding any provisions of this Agreement to the contrary, to the extent any record, including any electronic, audio, paper or other media, is required to be kept or indexed as a public record in accordance with the Washington Public Records Act, Chapter 42.56 RCW (as may be amended), the Sponsor agrees to maintain all records constituting public records and to produce or assist the County in producing such records, within the time frames and parameters set forth in state law.

The Sponsor also agrees that upon receipt of any written public record request, the Sponsor shall, within two business days, notify the County by providing a copy of the request per the notice provisions of this Agreement.

This Agreement, once executed, shall be a “public record” subject to production to a third party if it is requested pursuant to the Washington Public Records Act.

35. Effective Date of this Agreement

This Agreement shall be effective upon signing by all parties.

36. Controlling Law

It is understood and agreed that this Agreement is entered into in the State of Washington. This Agreement shall be governed by and construed in accordance with the laws of the United States, the State of Washington and the County of Jefferson, as if applied to transactions entered into and to be performed wholly within Jefferson County, Washington between Jefferson County residents. No party shall argue or assert that any state law other than Washington law applies to the governance or construction of this Agreement.

37. Order of Precedence.

If there is an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order: (a) Applicable state statutes and rules; (b) local laws and rules; and, (c) case law.

38. Force Majeure

Neither party shall be in default by reason of any failure in performance of this Agreement, if such failure arises out of causes beyond a party's control and without fault or negligence of such party, including but not limited to; (a)

acts of God; (b) terrorism or other acts of a public enemy; (c) war; or, (d) epidemics, pandemics or quarantine restrictions.

39. Attachments

Any attachment to this Agreement is part of this Agreement and is incorporated by reference into this Agreement.

40. Representations and Warranties

The parties represent and warrant that: (a) Each person signing this Agreement is fully authorized to enter into this Agreement on behalf of the party for whom signature is being made; (b) Each party that is a corporate entity is duly organized and validly existing in good standing under the laws of one of the states of the United States of America; (c) The making and performance of this Agreement will not violate any provision of law or of any party's articles of incorporation, charter, or by-laws; (d) Each corporate party has taken all necessary corporate and internal legal actions to duly approve the making and performance of this Agreement and that no further corporate or other internal approval is necessary; and, (e) Each party has read this Agreement in its entirety and know the contents of this Agreement, that the terms of this Agreement are contractual and not merely recitals, and that they have signed this Agreement, having obtained the advice of legal counsel.

DATED this _____ day of _____, 20_____.

(SIGNATURES FOLLOW ON THE NEXT PAGE)

JEFFERSON COUNTY WASHINGTON

[SPONSOR]

Board of County Commissioners
Jefferson County, Washington

By: _____
Heidi Eisenhour, Chair Date

By: _____
Greg Brotherton, Commissioner Date

By: _____
Kate Dean, Commissioner Date

By: _____
Signature

Name: _____

Title: _____

Date: _____

SEAL:

ATTEST:

Carolyn Galloway Date
Clerk of the Board

Approved as to form only:

Philip C. Hunsucker Date
Chief Civil Deputy Prosecuting Attorney

APPENDIX A

Scope of Work

[SPONSOR], as project sponsor “Sponsor”, will perform the following tasks in order to implement the [PROJECT]:

Task 1: Acquire Matching Contribution

Sponsor shall secure the necessary matching contribution of no less than [xx percent (xx%)] of the total project cost. The match must be in an eligible form consistent with JCC 3.08.030(5).

Deliverable 1a: Matching contribution(s) of no less than [xx%] of the total project cost.

Task 2: Acquire Statutory Warranty Deed

Sponsor shall acquire a statutory warranty deed grant deed on the Property that incorporates approved Conservation Futures Program language, including the language in item “C” of this Agreement.

Deliverable 2a: Final draft statutory warranty deed.

Deliverable 2b: Qualifying appraisal and estimated settlement statement (HUD-1).

Deliverable 2c: Recorded statutory warranty deed for subject parcels.

Deliverable 2d: Recorded statutory warranty deed(s) for match parcel(s), as applicable.

Task 3: Stewardship Plan

Sponsor shall provide a plan for stewardship.

Deliverable 3a: Electronic copy of stewardship plan

Task 4: Annual Reporting

Sponsor shall monitor and report on the property as described in item “D” of this Agreement and submit required reports to the Conservation Futures Citizen Oversight Committee (through staff) in the format provided for each year that it is required.

Deliverable 4a: Completed annual reports.

Exhibit A

Final Draft Statutory Warranty Deeds

Exhibit B

[202x] Conservation Futures [PROJECT]

Exhibit C

[202x] Conservation Futures Program Manual

Exhibit D

Resolution No. [NUMBER]

End Fee Simple Informational Template

Conservation Easement Template:

JEFFERSON COUNTY CONSERVATION FUTURES PROGRAM
PROJECT GRANT AGREEMENT

Project Sponsor: [NAME & UBI NUMBER]

Project Title: [NAME]

Contract Number: [XXXXX]

Approval: Resolution No. [NUMBER]

1. Parties to this Agreement

This Jefferson County Conservation Futures Program Project Grant Agreement (this Agreement) is entered into between Jefferson County (County), PO Box 1220, Port Townsend, Washington 98368 and [NAME] (Sponsor), [ADDRESS].

2. Purpose of this Agreement

This Agreement sets out the terms and conditions by which a grant is made through the Jefferson County Conservation Futures Fund, Chapter 3.08 of the Jefferson County Code (JCC), as approved by Resolution No. [NUMBER].

3. Grant Administration

The grant is administered by Jefferson County Public Health Department on behalf of the project Sponsor.

4. Description of Project

The subject project is described in the Scope of Work (Appendix A).

5. Project Requirements

Jefferson Land Trust shall implement a Conservation Futures Program project to acquire a grant deed of conservation easement (**Exhibit A**) for the 28-acre property known in the records of the Jefferson County Assessor as APN#(s) [NUMBERS] and as described in the [DATE] Conservation Futures project application for the [NAME] Project (**Exhibit B**) and [DATE] Conservation Futures Program Manual (**Exhibit C**), and as authorized by Resolution No. [NUMBER] (**Exhibit D**). The grant deed of conservation easement shall prevent subdivision while allowing for forest management and habitat protections. Language must be included in the deed of conservation easement to protect the County's interests and conservation values, including, at a minimum, the following:

Grantee's costs of acquiring this Easement were provided in part by grant funding from the Jefferson County Conservation Futures property tax authorized by Washington law. Grantee hereby agrees to be bound by Jefferson County Code (JCC) 3.08.030(9), the uses authorized under RCW 84.34.230, including the obligation to ensure the long-term conservation of the Property in accordance with the terms and conditions of this Easement, and to obtain the consent of Jefferson County prior to any conveyance of any interest acquired hereby. Consistent with JCC 3.08.030(9), this Easement shall not be converted to a different use unless and only if other equivalent lands or interest in lands within Jefferson County are received by Grantee in exchange.

6. Period of Performance

The Project reimbursement period for acquisition expenses shall begin on [DATE] and end on [DATE], unless proof of match is provided prior to this date. Work performed consistent with this Agreement during its term, but prior to the adoption of this Agreement, is hereby ratified.

7. Annual Reporting Required

Annual reporting by the Sponsor to the County is required every year on or before December 31st until three years after the acquisition funds are dispersed.

8. Project Funding

The total grant award provided by the Conservation Futures Fund for the Project shall not exceed \$[AMOUNT]. The Conservation Futures Fund shall not pay any amount beyond that approved in this Agreement for funding of the Project. The Sponsor shall be responsible for no less than [AMOUNT] ([AMOUNT]%) percent of the total Project cost and all Project costs in excess of \$[AMOUNT]. The contribution by the Sponsor toward work on the Project shall be as indicated below. The contribution by the Conservation Futures Fund toward work on the Project is described immediately above and in "C" above.

	Acquisition	O & M	Totals	% Match
[PROJECT NAME] – Conservation Futures	\$[AMOUNT]	\$[AMOUNT]	\$[AMOUNT]	%[AMOUNT]
Estimated Project Sponsor Contribution	\$[AMOUNT]	\$[AMOUNT]	\$[AMOUNT]	%[AMOUNT]
Estimated Total Project Cost	\$[AMOUNT]	\$[AMOUNT]	\$[AMOUNT]	%[AMOUNT]

9. Unexpended Project Allocations

Should unexpected Project allocations, including (but not limited to) project completion at less than the estimated cost or (alternatively) the abandonment of the Project occur, then the Sponsor shall notify the County within 30 days.

10. Modification of this Agreement

All rights and obligations of the parties to this Agreement are subject to this Agreement and its attachments. Except as provided in this Agreement, no alteration of any of the terms or conditions of this Agreement shall be effective unless provided in writing. All such alterations, except those concerning the period of performance, must be signed by both parties. Period of performance extensions need only be signed by Jefferson Board of County Commissioners.

11. Indemnification

Sponsor shall indemnify and hold harmless the County, its past or present employees, officers, agents, elected or appointed officials or volunteers (and their marital communities), from and against all claims, losses or liability, or any portion thereof, including reasonable attorney's fees and costs, arising from injury or death to persons, including injuries, sickness, disease or death to Sponsor's own employees, or damage to property occasioned by a

negligent act, omission or failure of the Sponsor. Sponsor shall be liable only to the extent of Sponsor's proportional negligence. The Sponsor specifically assumes potential liability for actions brought against the County by Sponsor's employees, including all other persons engaged in the performance of any work or service required of the Sponsor under this Agreement and, solely for the purpose of this indemnification and defense, the Sponsor specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The Sponsor recognizes that this waiver was specifically entered into pursuant to provisions of RCW 4.24.115 and was subject of mutual negotiation. For the avoidance of doubt, the obligations in this section shall survive the expiration or termination of this Agreement.

12. Insurance

The Sponsor shall secure and maintain in force throughout the duration of this Agreement policies of insurance as follows:

Workers Compensation Insurance. If and only if the Sponsor employs any person(s) in the status of employee or employees separate from or in addition to any equity owners, sole proprietor, partners, owners or shareholders of the Sponsor, Worker's Compensation Insurance in an amount or amounts that are not less than the required statutory minimum(s) as established by the State of Washington or the state or province where the Sponsor is located.

Commercial Automobile Liability Insurance providing bodily injury and property damage liability coverage for all owned and non-owned vehicles assigned to or used in the performance of the work for a combined single limit of not less than \$500,000 each occurrence with the County named as an additional insured in connection with the Sponsor's performance of the contract.

General Commercial Liability Insurance in an amount not less than a single limit of one million dollars (\$1,000,000) per occurrence and an aggregate of not less than two (2) times the occurrence amount (\$2,000,000.00 minimum) for bodily injury, including death and property damage, unless a greater amount is specified in the contract specifications. The insurance coverage shall contain no limitations on the scope of the protection provided and include the following minimum coverage:

- a. Broad Form Property Damage, with no employee exclusion;
- b. Personal Injury Liability, including extended bodily injury;
- c. Broad Form Contractual/Commercial Liability – including completed operations;
- d. Premises – Operations Liability (M&C);
- e. Independent Contractors and subcontractors;
- f. Blanket Contractual Liability.

Such insurance coverage shall be evidenced by one of the following methods:

- * Certificate of Insurance;
- * Self-insurance through an irrevocable Letter of Credit from a qualified financial institution.

The County shall be named as an additional insured party under this policy.

Certificates of coverage as required by this section shall be delivered to the County within fifteen (15) days of execution of this Agreement.

Any deductibles or self-insured retention shall be declared to and approved by the County prior to the approval of the contract by the County. At the option of the County, the insurer shall reduce or eliminate deductibles or self-insured retention or the Sponsor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

The Sponsor shall include all subcontractors as insured under its insurance policies or shall furnish separate certificates and endorsements for each subcontractor. All insurance provisions for subcontractors shall be subject to all of the requirements stated in this Agreement.

Failure of the Sponsor to take out or maintain any required insurance shall not relieve the Sponsor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with or otherwise

limit the obligations concerning indemnification.

It is agreed by the parties that insurers shall have no right of recovery or subrogation against the County (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the above described insurance. It is further agreed by the parties that insurance companies issuing the policy or policies shall have no recourse against the County (including its employees and other agents and agencies) for payment of any premiums or for assessments under any form of policy. It is further agreed by the parties that any and all deductibles in the above described insurance policies shall be assumed by and be at the sole risk of the Sponsor. It is agreed by the parties that judgments for which the County may be liable, in excess of insured amounts provided in this Agreement, or any portion thereof, may be withheld from payment due, or to become due, to the Sponsor until such time as the Sponsor shall furnish additional security covering such judgment as may be determined by the County.

The County reserves the right to request additional insurance on an individual basis for extra hazardous contracts and specific service agreements.

Any coverage for third party liability claims provided to the County by a "Risk Pool" created pursuant to Ch. 48.62 RCW shall be non-contributory with respect to any policy of insurance the Sponsor must provide in order to comply with this Agreement.

If the proof of insurance or certificate indicating the County is an "additional insured" to a policy obtained by the Sponsor refers to an endorsement (by number or name) but does not provide the full text of that endorsement, then it shall be the obligation of the Sponsor to obtain the full text of that endorsement and forward that full text to the County.

The County may, upon the Sponsor's failure to comply with all provisions of this Agreement relating to insurance, withhold payment or compensation that would otherwise be due to the Sponsor.

For the avoidance of doubt, the obligations in this section shall survive the expiration or termination of this Agreement.

13. Independent Contractor

The Sponsor is an independent contractor with respect to the services provided pursuant to this Agreement. The Sponsor is not as an agent, an employee or a servant of the County. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties. The Sponsor specifically has the right to direct and control Contractor's own activities and over all of its subcontractors, employees, agents and representatives in providing the agreed services in accordance with the specifications set out in this Agreement. Neither Sponsor nor any employee of Sponsor shall be entitled to any benefits accorded County employees by virtue of the services provided under this Agreement. The County shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to Sponsor, or any employee of Sponsor. The Sponsor agrees to file all necessary governmental documents, including appropriate tax returns, reflecting income status as an independent contractor for services rendered to the County under this Agreement.

14. No Assignment

The Sponsor shall not sublet or assign any of the services covered by this Agreement without the express written consent of the County or its authorized representative. Assignment does not include printing or other customary reimbursable expenses that may be provided in an agreement.

15. Ownership and Use of Documents

All documents, drawings, specifications and other materials produced by the Sponsor in connection with the services rendered under this Agreement shall be the property of the Sponsor whether the project for which they

are made is executed or not. The County shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference, and use in connection with the Sponsor's endeavors.

16. Compliance with Applicable Statutes, Rules, and Jefferson County Policies

This Agreement is governed by, and the Sponsor shall comply with, all applicable state and federal laws and regulations, including RCW 84.34.210, and published agency policies, which are incorporated into this Agreement by this reference as if fully set forth.

17. No Harassment of Discrimination

Any form of harassment, discrimination, or improper fraternization with any County employee is strictly prohibited. The Sponsor shall not discriminate on the grounds of race, color, national origin, religion, creed, age, sex, sexual orientation, or the presence of any physical or sensory disability in the selection and retention of employees or procurement of materials or supplies.

18. Sponsor's Accounting Books and Records

The Sponsor shall maintain complete financial records relating to this Agreement and the services rendered including all books, records, documents, receipts, invoices, and all other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect cost of any nature expended in the performance of this Agreement. The Sponsor's records and accounts pertaining to this Agreement are to be kept available for inspection by the Office of the State Auditor, federal auditors, the Jefferson County Auditor, and any persons duly authorized by the County shall have full access and the right to examine any of these materials during this period for a period of ten (10) years after the date of the final payment to Sponsor. If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved. Copies shall be made available upon request. Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed.

19. Licensing, Accreditation and Registration

The Sponsor shall comply with all applicable local, state and federal licensing, accreditation, permitting, and registration requirement/standards necessary for the performance of this Agreement.

20. Disputes

Except as otherwise provided in this Agreement, when a bona fide dispute arises between Jefferson County and the Sponsor and it cannot be resolved, either party may request a dispute hearing with a mediator agreed upon by the parties, or if agreement cannot be made, the mediator shall be selected by the Jefferson County Superior Court. Either party's request for a dispute hearing must be in writing and clearly state:

- a. the disputed issue(s);
- b. the relative positions of the parties; and,
- c. the Sponsor's name, address and agency contact number.

Requests for dispute hearings must be mailed to the Project Manager, Jefferson County Environmental Public Health Department, 615 Sheridan St., Port Townsend, WA 98368, within fifteen (15) days after either party received notice of the disputed issue(s). The parties agree that this dispute process shall precede any action in a

judicial or quasi-judicial tribunal. The parties shall split evenly the cost of mediation or whatever form of dispute resolution is used. The parties shall bear their own costs and attorney's fees in any dispute.

The venue for any legal action shall be solely in the appropriate state court in Jefferson County, Washington, subject to the venue provisions for actions against counties in RCW 36.01.050.

Each party to this Agreement shall be responsible for their own dispute and litigation costs, including attorney's fees.

21. Termination for Funding

Jefferson County may unilaterally terminate this Agreement in the event funding from state, federal, or other sources are withdrawn, reduced, or limited in any way after the effective date of this Agreement.

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The Sponsor shall not sublet or assign any interest in this Agreement, and shall not transfer any interest in this Agreement without the express written consent of the County.

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Waiver by any party of any provision of this Agreement or any time limitation provided for in this Agreement shall not constitute a waiver of any other provision.

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The County does not assume any obligation or duty, except as required by federal or state law, to determine if Sponsor is complying with all applicable statutes, rules, codes ordinances or permits.

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All written communications sent to the Sponsor under this Agreement shall be addressed and delivered to:

Sponsor Contact

[NAME]

[ADDRESS]

Conservation Futures Program Contact

Tami Pokorny

Jefferson County Environmental Public

Health – Conservation Futures

615 Sheridan Street

Port Townsend, WA 98368

These addresses shall be effective until receipt by one party from the other of a written notice of any change.

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The parties agree that facsimile and electronic signatures shall have the same force and effect as original signatures.

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Notwithstanding any provisions of this Agreement to the contrary, to the extent any record, including any electronic, audio, paper or other media, is required to be kept or indexed as a public record in accordance with the Washington Public Records Act, Chapter 42.56 RCW (as may be amended), the Sponsor agrees to maintain all records constituting public records and to produce or assist the County in producing such records, within the time frames and parameters set forth in state law.

The Sponsor also agrees that upon receipt of any written public record request, the Sponsor shall, within two business days, notify the County by providing a copy of the request per the notice provisions of this Agreement.

This Agreement, once executed, shall be a “public record” subject to production to a third party if it is requested pursuant to the Washington Public Records Act.

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Any attachment to this Agreement is part of this Agreement and is incorporated by reference into this Agreement.

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The parties represent and warrant that: (a) Each person signing this Agreement is fully authorized to enter into this Agreement on behalf of the party for whom signature is being made; (b) Each party that is a corporate entity is duly organized and validly existing in good standing under the laws of one of the states of the United States of America; (c) The making and performance of this Agreement will not

violate any provision of law or of any party's articles of incorporation, charter, or by-laws; (d) Each corporate party has taken all necessary corporate and internal legal actions to duly approve the making and performance of this Agreement and that no further corporate or other internal approval is necessary; and, (e) Each party has read this Agreement in its entirety and know the contents of this Agreement, that the terms of this Agreement are contractual and not merely recitals, and that they have signed this Agreement, having obtained the advice of legal counsel.

DATED this _____ day of _____, 20_____.

(SIGNATURES FOLLOW ON THE NEXT PAGE)

JEFFERSON COUNTY WASHINGTON

[NAME]

Board of County Commissioners
Jefferson County, Washington

By: _____
Heidi Eisenhour Date

By: _____
Signature

By: _____
Greg Brotherton, Commissioner Date

Name: _____

Title: _____

By: _____
Kate Dean, Commissioner Date

Date: _____

SEAL:

ATTEST:

Carolyn Galloway Date
Clerk of the Board

Approved as to form only:

Philip C. Hunsucker Date
Chief Civil Deputy Prosecuting Attorney

APPENDIX A

Scope of Work

[NAME], as project sponsor “Sponsor,” shall perform the following tasks in order to implement the [NAME] Project:

Task 1: Acquire Matching Contribution

Sponsor shall secure the necessary matching contribution of no less than seventy-nine percent ([AMOUNT]%) of the total project cost. The match must be in an eligible form consistent with JCC 3.08.030(5).

Deliverable 1a: Matching contribution(s) of no less than [AMOUNT]% of the total project cost.

Task 2: Acquire Grant Deed of Conservation Easement

Sponsor shall acquire a grant deed of conservation easement on the subject property, APN#(s) [APN NUMBERS] that incorporates approved Conservation Futures Program language, including the language in item “C” of this Agreement.

Deliverable 2a: Final draft grant deed of conservation easement

Deliverable 2b: Qualifying appraisal and estimated settlement statement (HUD-1)

Deliverable 2c: Recorded grant of conservation easement deed

Task 3: Stewardship Plan

Sponsor shall provide a plan for stewardship

Deliverable 3a: Electronic copy of stewardship plan

Task 4: Annual Reporting

Sponsor shall monitor and report on the property as described in item “D” of this Agreement and submit required reports to the Conservation Futures Citizen Oversight Committee (through staff) in the format provided for each year that it is required.

Deliverable 4a: Completed annual reports.

Exhibit A

Grant Deed of Conservation Easement

Exhibit B

202x Conservation Futures [PROJECT] Application

Exhibit C

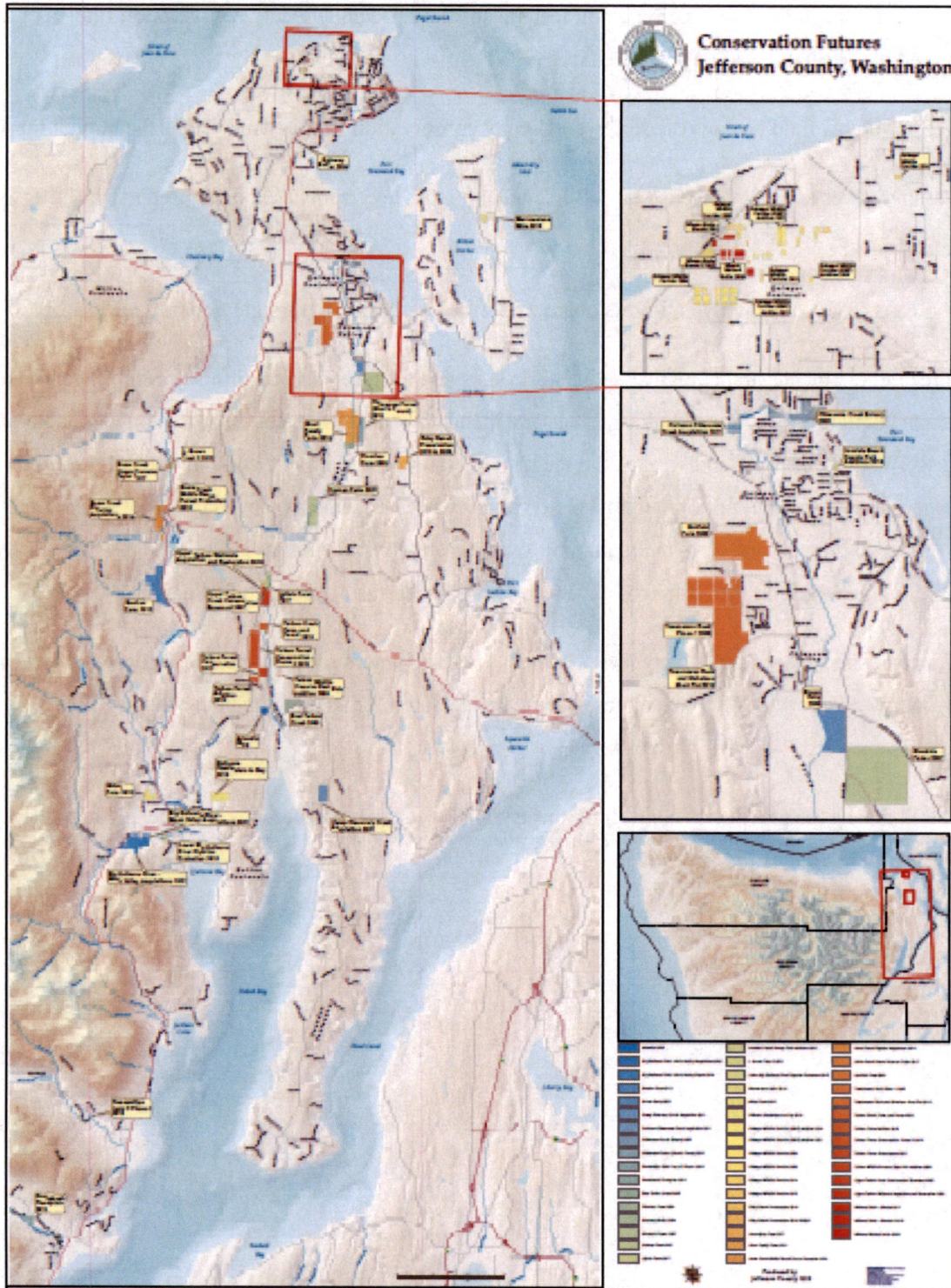
202x Conservation Futures Program Manual

Exhibit D

Resolution No. [NUMBER]

End Conservation Easement Informational Template

Appendix B APPROVED PROJECTS MAP



Appendix C

DEFINITIONS

“Conservation futures citizen oversight committee” means the Jefferson County conservation futures citizen oversight committee established under this chapter.

“Conservation futures fund” means the Jefferson County conservation futures fund established under this chapter.

“Conservation futures tax levy” means that Jefferson County tax levy upon all taxable property in Jefferson County authorized by RCW [84.34.230](#).

“County” means Jefferson County and/or its conservation futures citizen oversight committee.

“Cultural resources” means archeological and historic sites and artifacts, and traditional religious ceremonial and social uses and activities of affected Indian Tribes and mandatory protections of resources under chapters 27.44 and 27.53 RCW. “Open space land” means the fee simple or any lesser interest or development right with respect to real property including, but not limited to, conservation futures, easements, covenants or other contractual rights necessary to protect, preserve, maintain, improve, restore, limit the future use of or conserve selected open space land, farm and agricultural land and timber land (as those terms are defined in Chapter [84.34](#) RCW).

“Project” means open space land, or any lesser interest or development right in specific real property, to which Jefferson County conservation futures tax levy funds are allocated for acquisition under the procedure outlined under this chapter. [Ord. 1-14 § 1; Ord. 6-02 § 1]

“Silviculture” means the practice of controlling the establishment, growth, composition, health, and quality of forests for the production of forest products.

Exhibit C

Resolution No. 35 - 22

CC: EPH } 8.1.22
AM.

STATE OF WASHINGTON
County of Jefferson

Dedication of Conservation Futures Funds to the }
Quimper Trust Land Transfer Project as Authorized }
by and In Accordance with Jefferson County Code }
Section 3.08.030(7) to Provide a System of Public }
Open Spaces }

RESOLUTION NO. 35 - 22

WHEREAS, conservation futures tax levy collections, authorized under RCW 84.34.230, are an important means of retaining community character and accomplishing the open space policies and objectives of the Jefferson County Comprehensive Plan that encourage the coordinated acquisition of key open space lands for long-term protection; and

WHEREAS, Jefferson County is authorized by RCW 84.34.210 and 84.34.220 to acquire open space land, agricultural and timber lands as defined in RCW 84.34.220; and

WHEREAS, the Conservation Futures Citizen Oversight Committee has reviewed project applications for 2022 and made its funding recommendations to the Board of County Commissioners in accordance with Jefferson County Code Chapter 3.08; and

WHEREAS, under the provisions of the Jefferson County Conservation Futures Program, Jefferson Land Trust, as project sponsor, requests funding towards the fee simple acquisition of four parcels of land in S32 and 33 T31N R1W with Assessor's Parcel Numbers 101324001, 101323004, 999007201 and 101333002 and to reimburse operations and maintenance costs; and

WHEREAS, the County retains enough developable land to accommodate the Quimper Trust Land Transfer project as well as the housing and employment growth that it is expected to receive, thus satisfying the requirements of Chapter 449, Laws of 2005; and

WHEREAS, Jefferson County considers it in the best public interest to contribute financially to this open space project.

NOW, THEREFORE BE IT RESOLVED that:

1. Jefferson County hereby dedicates up to \$199,500 in conservation futures funds in the 2022 cycle towards escrow payments and/or reimbursement of eligible acquisition expenses contingent upon presentation of a matching contribution of at least fifty percent (50%). The sponsor anticipates that the matching contribution will be fifty-one percent (51%) at the time of project completion.
2. Jefferson County hereby dedicates up to \$5,500 in conservation futures funds to reimburse for operations and maintenance expenses incurred within ten years of the

35.22

Resolution No. 35 - 22 re: Dedication of Conservation Futures Funds to the Quimper Trust Land Transfer project

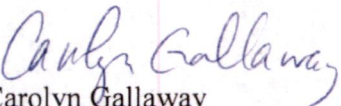
signing of this resolution contingent on a matching contribution of no less than the amount of conservation futures funds requested.

3. This dedication of funding may be nullified if a submittal for reimbursement, accompanied by documentation of matching funds sufficient to complete the acquisition, is not received from the sponsor within three years of the signing of this resolution.

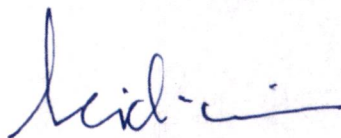
APPROVED AND ADOPTED this 1st day of August, 2022 in Port Townsend, Washington.

SEAL:

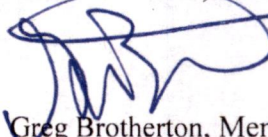
ATTEST:


Carolyn Gallaway
Clerk of the Board

JEFFERSON COUNTY
BOARD OF COMMISSIONERS



Heidi Eisenhour, Chair



Greg Brotherton, Member

Approved Telephonically
Kate Dean, Member

Exhibit D

Quitclaim Deeds

664843 PGS:4 QCD

02/28/2024 03:46 PM \$306.50 STATE OF WA DEPT NAT RESOURCES
Jefferson County WA Auditor's Office - Brenda Huntingford, Auditor



AFTER RECORDING RETURN TO:

Department of Natural Resources
Strategic Planning Office
ATTN: Matthew Matulovich
PO Box 47014
Olympia, WA 98504-7014

Document Title: Quitclaim Deed

Reference Number(s) of Related Documents: AFN#544434; DNR File No. 60-082211

Grantor: STATE OF WASHINGTON, acting by and through the Department of
Natural Resources

Grantee: JEFFERSON COUNTY, WASHINGTON

Abbreviated Legal Description: S33 T31N R1W LOT 5 (LESS N 330')

Assessor's Property Tax Parcel/Account Number(s): 101333002

QUITCLAIM DEED
Jefferson County

THE GRANTOR, STATE OF WASHINGTON, acting by and through the Department of Natural Resources, for and in consideration of the sum of FIFTEEN THOUSAND EIGHT HUNDRED Dollars (\$15,800), which amount has been paid by Grantee and state legislative appropriation pursuant to Section 3042, Ch. 328, Washington Laws of 2008 and RCW 79.17.200, hereby conveys and quitclaims to JEFFERSON COUNTY, GRANTEE, all interest in the real property situated in Jefferson County, Washington, and described in EXHIBIT A, attached hereto, which by this reference is made a part hereof.

This transfer is subject to a restriction on use of the property for the public purposes of fish and wildlife habitat, open space, or recreation. This restriction shall run with the land and shall be binding upon Grantee, its successors and assigns forever; provided, however Grantee

may request approval of alternative uses of the property that are compatible with the originally intended public purpose subject to Grantor and Legislature approval of such uses.

The above-described lands are subject to that certain statutory reserved right as set forth in RCW 79.36.370 and to the following reservation:

The Grantor hereby expressly saves, excepts, and reserves out of the grant hereby made, unto itself and its successors and assigns forever, all oils, gases, coal, ores, minerals, and fossils of every name, kind, or description, and which may be in or upon said lands above described, or any part thereof, and the right to explore the same for such oils, gases, coal, ores, minerals, and fossils; and it also hereby expressly saves and reserves out of the grant hereby made, unto itself and its successors and assigns forever, the right to enter by itself or its agents, attorneys, and servants upon said lands, or any part or parts thereof, at any and all times, for the purpose of opening, developing, and working mines thereon, and taking out and removing therefrom all such oils, gases, coal, ores, minerals, and fossils, and to that end it further expressly reserves out of the grant hereby made, unto itself, its successors and assigns, forever, the right by its or their agents, servants, and attorneys at any and all times to erect, construct, maintain, and use all such buildings, machinery, roads, and railroads, sink such shafts, remove such soil, and to remain on said lands or any part thereof for the business of mining and to occupy as much of said lands as may be necessary or convenient for the successful prosecution of such mining business, hereby expressly reserving to itself and its successors and assigns, as aforesaid, generally, all rights and powers in, to, and over said land, whether herein expressed or not, reasonably necessary or convenient to render beneficial and efficient the complete enjoyment of the property and the rights hereby expressly reserved.

No rights shall be exercised under the foregoing reservation, by the state or its successors or assigns, until provision has been made by the state or its successors or assigns, to pay to the owner of the land upon which the rights reserved herein to the state or its successors or assigns, are sought to be exercised, full payment for all damages sustained by said owner, by reason of entering upon said land: PROVIDED, That if said owner from any cause whatever refuses or neglects to settle said damages, then the state or its successors or assigns, or any applicant for a lease or contract from the state for the purpose of prospecting for or mining valuable minerals, or option contract, or lease, for mining coal, or lease for extracting petroleum or natural gas, shall have the right to institute such legal proceedings in the superior court of the county wherein the

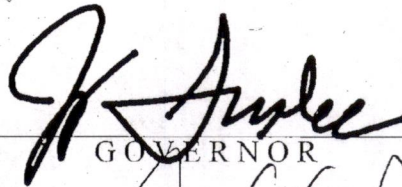
land is situate, as may be necessary to determine the damages which said owner of said land may suffer.

Grantee accepts the Property "AS IS, WHERE IS" with all faults. The Grantor disclaims any warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose about the Property, including but not limited to improvements located thereon, and no employee or agent of the Grantor is authorized otherwise. The foregoing specifically includes warranties with respect to the existence or nonexistence of any pollutants, contaminants, or hazardous waste or claims based thereon arising out of the actual or threatened discharge, disposal, seepage, migration, or escape of such substances at, from, or into the Property. Grantee hereby fully releases the Grantor from any and all liability to Grantee arising out of or related to the condition of the Property prior to, at, or after Grantee accepts title to the Property, including but not limited to the deposit or release of hazardous or toxic wastes or material and pollutants.

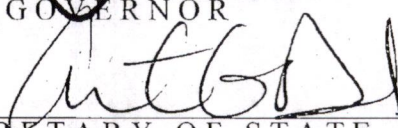
This Deed is executed and delivered pursuant to RCW 79.02.270 at the request of the Commissioner of Public Lands with the approval of the Board of Natural Resources, State of Washington.

WITNESS the Seal of the State of Washington, affixed this 7th day of

February, 2024.


GOVERNOR

ATTEST:


SECRETARY OF STATE

Amanda Doyle
Chief of Staff



Approved as to form this 6th day
of June, 2023.

Adrienne Smith, Senior Counsel
Assistant Attorney General

Deed No. 26944.

State Record of Deeds, Volume 14, Page 156.
Transaction File No. 02-102693

DEPARTMENT OF NATURAL RESOURCES

EXHIBIT A

LEGAL DESCRIPTION

The following describes the State land to be transferred to Jefferson County, Washington:

Government lot 5 of Section 33, Township 31 North, Range 1 West, Willamette Meridian, Jefferson County, Washington, EXCEPT the north 330 feet thereof, as shown and described by that Record of Survey recorded January 11, 1996, in Book 17 of Surveys at Pages 123-128, under Auditor's File No. 387842, Jefferson County records.

**AFTER RECORDING RETURN TO:**

Department of Natural Resources
Strategic Planning Office
ATTN: Matthew Matulovich
PO Box 47014
Olympia, WA 98504-7014

Document Title: Quitclaim Deed

Reference Number(s) of Related Documents: AFN#544436; DNR File No. 60-082210

Grantor: STATE OF WASHINGTON, acting by and through the Department of
Natural Resources

Grantee: JEFFERSON COUNTY, WASHINGTON

Abbreviated Legal Description: TIBBALS LAKE PARK BLK 72 LOTS 1 THRU 5

Assessor's Property Tax Parcel/Account Number(s): 999007201, 101324001, and 101323004

QUITCLAIM DEED
Jefferson County

THE GRANTOR, STATE OF WASHINGTON, acting by and through the Department of Natural Resources, for and in consideration of the sum of THREE HUNDRED SIXTY-SEVEN THOUSAND Dollars (\$367,000), which amount has been paid by Grantee and state legislative appropriation pursuant to Section 3042, Ch. 328, Washington Laws of 2008 and RCW 79.17.200, hereby conveys and quitclaims to JEFFERSON COUNTY, GRANTEE, all interest in the real property situated in Jefferson County, Washington, and described in EXHIBIT A, attached hereto, which by this reference is made a part hereof.

This transfer is subject to a restriction on use of the property for the public purposes of fish and wildlife habitat, open space, or recreation. This restriction shall run with the land and shall be binding upon Grantee, its successors and assigns forever; provided, however Grantee may request approval of alternative uses of the property that are compatible with the originally intended public purpose subject to Grantor and Legislature approval of such uses.

The above-described lands are subject to that certain statutory reserved right as set forth in RCW 79.36.370 and to the following reservation:

The Grantor hereby expressly saves, excepts, and reserves out of the grant hereby made, unto itself and its successors and assigns forever, all oils, gases, coal, ores, minerals, and fossils of every name, kind, or description, and which may be in or upon said lands above described, or any part thereof, and the right to explore the same for such oils, gases, coal, ores, minerals, and fossils; and it also hereby expressly saves and reserves out of the grant hereby made, unto itself and its successors and assigns forever, the right to enter by itself or its agents, attorneys, and servants upon said lands, or any part or parts thereof, at any and all times, for the purpose of opening, developing, and working mines thereon, and taking out and removing therefrom all such oils, gases, coal, ores, minerals, and fossils, and to that end it further expressly reserves out of the grant hereby made, unto itself, its successors and assigns, forever, the right by its or their agents, servants, and attorneys at any and all times to erect, construct, maintain, and use all such buildings, machinery, roads, and railroads, sink such shafts, remove such soil, and to remain on said lands or any part thereof for the business of mining and to occupy as much of said lands as may be necessary or convenient for the successful prosecution of such mining business, hereby expressly reserving to itself and its successors and assigns, as aforesaid, generally, all rights and powers in, to, and over said land, whether herein expressed or not, reasonably necessary or convenient to render beneficial and efficient the complete enjoyment of the property and the rights hereby expressly reserved.

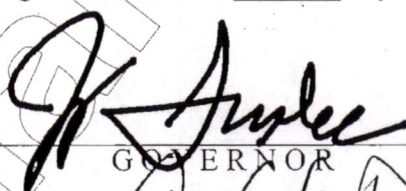
No rights shall be exercised under the foregoing reservation, by the state or its successors or assigns, until provision has been made by the state or its successors or assigns, to pay to the owner of the land upon which the rights reserved herein to the state or its successors or assigns, are sought to be exercised, full payment for all damages sustained by said owner, by reason of entering upon said land: PROVIDED, That if said owner from any cause whatever refuses or neglects to settle said damages, then the state or its successors or assigns, or any applicant for a lease or contract from the state for the purpose of prospecting for or mining valuable minerals, or option contract, or lease, for mining coal, or lease for extracting petroleum or natural gas, shall have the right to institute such legal proceedings in the superior court of the county wherein the land is situate, as may be necessary to determine the damages which said owner of said land may suffer.

Grantee accepts the Property "AS IS, WHERE IS" with all faults. The Grantor disclaims any warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose about the Property, including but not limited to improvements located thereon, and no employee or agent of the Grantor is authorized otherwise. The foregoing specifically includes warranties with respect to the existence or nonexistence of any pollutants, contaminants, or hazardous waste or claims based thereon arising out of the actual or threatened discharge, disposal, seepage, migration, or escape of such substances at, from, or into the Property. Grantee hereby fully releases the Grantor from any and all liability to Grantee arising out of or related to the condition of the Property prior to, at, or after Grantee accepts title to the Property, including but not limited to the deposit or release of hazardous or toxic wastes or material and pollutants.

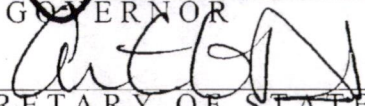
This Deed is executed and delivered pursuant to RCW 79.02.270 at the request of the Commissioner of Public Lands with the approval of the Board of Natural Resources, State of Washington.

WITNESS the Seal of the State of Washington, affixed this 7th day of

February, 2024.


GOVERNOR

ATTEST:


SECRETARY OF STATE

Amanda Doyle
Chief of Staff



Approved as to form this 6th day
of June, 2023.

Adrienne Smith, Senior Counsel
Assistant Attorney General

Deed No. 26945
State Record of Deeds, Volume 14, Page 157.
Transaction File No. 02-102694

DEPARTMENT OF NATURAL RESOURCES

EXHIBIT A

LEGAL DESCRIPTION

The following describes the State land to be transferred to Jefferson County, Washington:

The SE1/4 of the SW1/4 and the SW1/4 of the SE1/4 of Section 32, Township 31 North, Range 1 West, Willamette Meridian, Jefferson County, Washington, according to U.S. Government subdivision procedures,

TOGETHER WITH

Lots 1, 2, 3, 4 and 5 of Block 72 of the Supplementary Plat of Captain Tibbals Lake Park, according to the plat thereof recorded in Volume 2 of Plats at Page 3, records of Jefferson County Washington.

Exhibit E

Draft Deed of Right

Upon Recording, Please Return To:
Jefferson Land Trust
1033 Lawrence St.
Port Townsend, WA 98368

**DEED OF RIGHT TO USE LAND FOR
CONSERVATION PURPOSES**

Quimper West and Quimper East Properties

Grantor: Jefferson County, a political subdivision of the State of Washington

Grantee: Jefferson Land Trust, a Washington nonprofit corporation

Definition and Abbreviated Legal Description:

Quimper West: Portion of Section 32, T31N, R1W, Jefferson County, Washington

Quimper East: Portion of Section 33, T31N, R1W, Jefferson County

(More particularly described in Exhibit "A" (Legal Description), and as depicted in Exhibit "B" (Property Map))

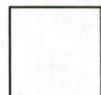
Assessor's Property Tax Parcel Number(s):

Quimper West: 101323004, 101324001, 999007201

Quimper East: 101333002

Reference Numbers of Documents Assigned or Released: AFN#s 664842 and 664843

1. Conservation Futures Deed Restrictions: Grantor is a county within the State of Washington, authorized by RCW 84.34.210 to acquire and convey selected "open space land" so designated under the provisions of Chapter 84.34 RCW and Chapter 3.08 Jefferson County Code (JCC) by a contractual right necessary to protect, preserve, maintain, improve, restore, limit the future use of, or otherwise conserve the "open space land."
2. Grantee is a nonprofit nature conservancy corporation or association, defined in RCW 84.34.250, authorized by RCW 84.34.210 and RCW 84.34.220 to specifically purchase or otherwise acquire, except by eminent domain, rights in perpetuity to future development of any "open space land" so designated under the provisions of Chapter 84.34 RCW.



3. The Quimper East property (as defined above) and the Quimper West property (as defined above) are "open space land," as designated in RCW 84.34.020, and are part of the Quimper Wildlife Corridor. The Quimper Wildlife Corridor is a 3.5-mile band of forest stretching across the tip of the Quimper Peninsula from Fort Worden to McCurdy Point. This greenbelt links six wetlands along a 100-year floodplain and natural drainage basin, which filters urban stormwater. This natural system protects water quality in local aquifers, into the Strait of Juan de Fuca and out to Protection Island, where 70 percent of Puget Sound's seabird populations nest. The Quimper Wildlife Corridor's forests provide safe passage and natural refuge for everything from migratory songbirds like Swainson's Thrush to the slow, local migration of rough-skinned newts, while a maze of trails attracts visitors from nearby Port Townsend.

4. Grantor obtained fee simple title to the Quimper East property and the Quimper West property from the State of Washington Department of Natural Resources, after exercising an option to purchase 2009 leases of both properties that stated in Section 3.02:

The terms and conditions of the offer must include a deed restriction that restricts the Permitted Use of the Property to fish and wildlife habitat, open space, or recreation use in conformance with Washington Laws of 2008, Ch.328, Section 3042 and other applicable law, and require that the Premises no longer be used for any other purposes. Said deed restriction shall be binding on the purchaser and all successors and assigns.

5. Grantee was the project sponsor on the acquisition of the Quimper East property and the Quimper West property from the State of Washington Department of Natural Resources. Pursuant to Chapter 3.08 JCC, Grantee pledged a match of at least 50% of the funds necessary to acquire the properties, with Grantor using conservation futures funds from property taxes collected pursuant to RCW 84.34.230. This Deed of Right is effective upon signature.

6. Pursuant to Chapter 84.34 RCW, Chapter 3.08 JCC, and the requirement in Section 3.02 of the options under which the properties were acquired, a deed restriction is required for the uses of the properties in perpetuity to fish and wildlife habitat, open space, or recreation use. This Deed of Right is intended to fulfill this deed restriction requirement.

7. Grantor and Grantee hereby agree to be bound by JCC 3.08.030(9), the uses authorized under RCW 84.34.230, and the limitations in Section 3.02 of the option to purchase, including the obligation to ensure the long-term conservation of the Quimper East property and the Quimper West property.

8. Consistent with JCC 3.08.030(9), the Quimper East property and the Quimper West property shall not be converted to a different use unless and only if other equivalent lands



or interest in lands within Jefferson County are received by in exchange.

Consideration:

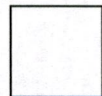
9. Grantor and Grantee enter this Deed of Right for and in consideration of the match funding provided by Grantee pursuant to the requirements of Chapter 3.08 JCC and pursuant to the Grant Agreement entered into between Grantor and Grantee entitled Quimper Trust Land Transfer signed by Grantor on the seventh day of September 2021 and Grantee the twentieth day of August 2021 and supporting materials which are on file with Grantor and Grantee in connection with the Grant Agreement.

Termination Rights Conveyed to Grantor in this Deed of Right:

10. The rights conveyed to Grantee in this Deed of Right shall terminate upon (a) a material breach by Grantee of the Grant Agreement; (b) dissolution of Grantee; (c) failure of Grantee to maintain its status as a nonprofit nature conservancy corporation or association, defined in RCW 84.34.250; or, (d) upon the written agreement of both the Grantor and Grantee, upon an affirmative vote by both the Grantor's Board of County Commissioners and of Grantee's Board of Directors. This section does not apply if a successor organization, nonprofit nature conservancy corporation or association as defined in RCW 84.34.250, assumes the responsibilities of the Grantee.
11. Termination may apply to one or both of the properties.
12. Upon termination of the rights conveyed to Grantee in this Deed of Right, Grantor and Grantee agree to cooperate in removing the rights conveyed to Grantee in this Deed of Right from the title of the Quimper East property and the Quimper West property.

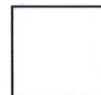
Rights Conveyed by this Deed of Right:

13. Grantor grants and conveys to Grantee the following rights to the Quimper East Property and the Quimper West property for the purpose of ensuring the long-term conservation of the Quimper East property and the Quimper West property as open space consistent with the requirements of Chapter 84.34 RCW and Chapter 3.08 JCC, as follows:
 - a. Grantor shall allow public access for recreational uses to the Quimper East property and the Quimper West property. This provision is not intended to prevent reasonable access or use restrictions that are necessary for safe and effective management of the Quimper East property and the Quimper West property consistent with habitat conservation purposes and the Grant Agreement.
 - b. Grantor approves ecological forest management activities for forest restoration, enhancement and health that benefit habitat functions under a mutually approved



Stewardship Plan.

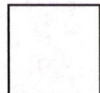
- c. Grantor shall provide access by Grantee to inspect the Quimper East property and the Quimper West property for compliance with the terms of this Deed of Right and the applicable Grant Agreement to which Grantor is a signatory. Such access shall be subject to the restrictions, if any, allowed under the Grant Agreement, by written agreement with Grantee, or under state law.
 - d. Grantor warrants it has and shall maintain the legal right and means to reach the Quimper East property and the Quimper West property.
 - e. Without prior written consent by Grantee or its successors, through an amendment to the Grant Agreement or the process set forth below, Grantor shall not use or allow any use of the Quimper East property and the Quimper West property (including any part of it) that is inconsistent with the conservation purposes granted in this Deed of Right and as stated in the Grant Agreement.
 - f. Grantor shall not grant or suffer the creation of any property interest that is inconsistent with the conservation grant purposes granted in this Deed of Right and as stated in the Grant Agreement or otherwise approved in writing by Grantee.
14. Grantee's consent to an inconsistent use or property interest under this Deed of Right shall be granted only to the extent permitted by law and upon the following three conditions, which ensure the substitution of other eligible land. The conditions are: (a) the substitute conservation land must be of reasonably equivalent habitat qualities, characteristics and location for the conservation purposes as the Quimper East property and the Quimper West property prior to any inconsistent use; (b) the substitute conservation land must be of at least equal fair market value to the Quimper East property and the Quimper West property at the time of Grantee's consent to the inconsistent use; and, (c) the fair market value of the Quimper East property and the Quimper West property at the time of Grantee's consent to the inconsistent use shall not take into consideration any encumbrances imposed on or alterations made to that land as a result of the original state grant and other grants if such encumbrances or alterations reduce the value of the Quimper East property and the Quimper West property from what it would be without them.
15. For purposes of this Deed of Right, the Grant Agreement includes any amendments thereto that occur prior to or subsequent to the execution of this Deed of Right.
16. This Deed of Right contains covenants running with the land and shall be binding upon Grantor, its successors and assigns, and upon any person acquiring the Quimper East property or the Quimper West property, or any portion of them, or any interest in them, including a leasehold interest, whether by operation of law or otherwise. If Grantor sells



all or any portion of its interest, the new owner of the Quimper East property or the Quimper West property or any portion of them (including, without limitation, any owner who acquires its interest by foreclosure, trustee's sale or otherwise) shall be subject to applicable covenants and requirements under the Deed of Right.

17. This Deed of Right may not be removed or altered from the Quimper East property or the Quimper West property, or the Quimper East property and the Quimper West property further encumbered, or any property rights in or appurtenant to the Quimper East property and the Quimper West property transferred or sold, unless specific written approval has been granted by Grantee.
18. No sale or transfer of the Quimper East property or the Quimper West property including less than fee conveyance of property interest, or changes to this Deed of Right, shall be made without the written approval of Grantee. Any such sale or transfer of any property interest or rights in the Quimper East property and the Quimper West property, or changes to this Deed of Right, or the recording of any encumbrance, covenant, etc. upon the Quimper East property and the Quimper West property shall be void when made unless approved in writing by Grantee and made part of the Grant Agreement by amendment.
19. Grantee shall obtain the consent of Jefferson County prior to any conveyance of any interest acquired hereby.
20. Grantee shall have an independent right to enforce the terms of this Deed of Right.

REMAINDER OF PAGE IS INTENTIONALLY BLANK; SIGNATURE PAGES TO FOLLOW



Jefferson County

By: _____

Name: _____

Title: _____

Dated this _____ day of _____, 20____

[illegible]

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

Dated: _____

Signed: _____

Notary Public in and for the State of Washington,
residing in _____

My commission expires .

REMAINDER OF PAGE IS INTENTIONALLY BLANK; ADDITIONAL SIGNATURE PAGE
FOLLOWS



GRANTEE:

JEFFERSON LAND TRUST

By: _____

Name: _____

Title: _____

Dated this _____ day of _____, 20_____

[illegible]

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

Dated: _____

Signed: _____

Notary Public in and for the State of Washington,
residing in _____

My commission expires _____

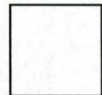


EXHIBIT A
LEGAL DESCRIPTION FOR QUIMPER EAST

Portion of Section 33, T31N, R1W

Jefferson County, Washington

Government lot 5 of Section 33, Township 31 North, Range 1 West, Willamette Meridian, Jefferson County, Washington, EXCEPT the north 330 feet thereof, as shown and described by that Record of Survey recorded January 11, 1996, in Book 17 of Surveys at Pages 123- 128, under Auditor's File No. 387842, Jefferson County records.

LEGAL DESCRIPTION FOR QUIMPER WEST

Portion of Section 32, T31N, R1W

Jefferson County, Washington

The SE 1/4 of the SW 1/4 and the SW 1/4 of the SE 1/4 of Section 32, Township 31 North, Range 1 West, Willamette Meridian, Jefferson County, Washington, according to U.S. Government subdivision procedures,

TOGETHER WITH

Lots 1, 2, 3, 4 and 5 of Block 72 of the Supplementary Plat of Captain Tibbals Lake Park, according to the plat thereof recorded in Volume 2 of Plats at Page 3, records of Jefferson County Washington.

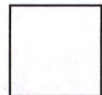
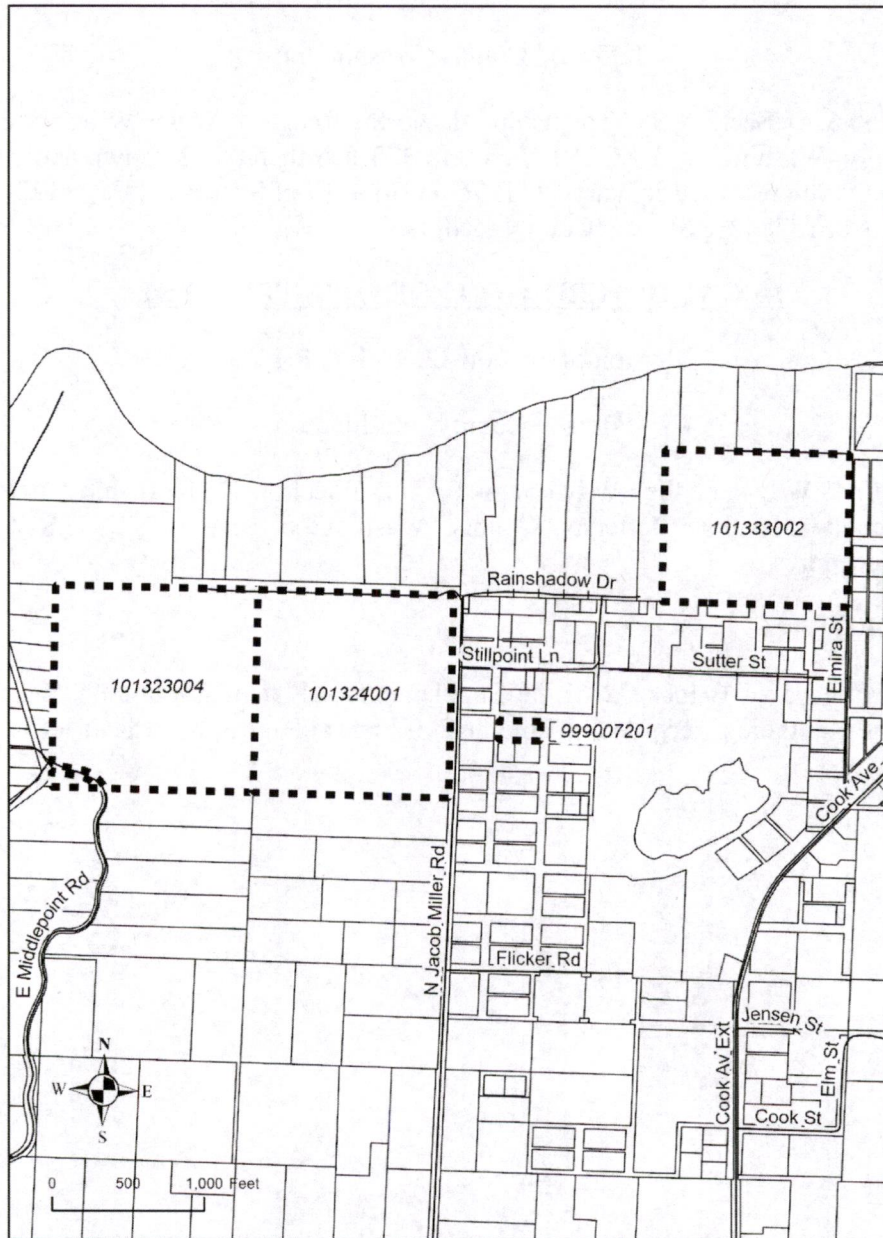


EXHIBIT B
PROPERTY MAP



 Quimper Trust Land Transfer Project (107 ac) Map created 4/18/25 by Jefferson County

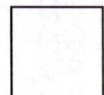


Exhibit F

Preliminary Interim Stewardship Plans

Quimper East

Preliminary Interim Stewardship Plan



Photo from December 11, 2020

Prepared by:

Carrie Clendaniel, Preserve Manager

This plan date: March, 2023

Scheduled update: March, 2024



Jefferson Land Trust
1033 Lawrence St
Port Townsend, WA 98368
www.saveland.org
360-379-9501

JEFFERSON LAND TRUST

QUIMPER EAST PRELIMINARY INTERIM STEWARDSHIP PLAN- 2023**Property Summary Information**

This is a preliminary interim stewardship plan that includes basic property information, conservation purpose statement, management goals, and the anticipated stewardship roles existing and to be adopted by Jefferson Land Trust and by Jefferson County as they relate to the long-term conservation of this property.

Preserve Name	Quimper East Preserve
Planning period	April 2023 – March 2024
Parcel #(s)	101 333 002
Total acreage	30.0 acres
Acquisition information	This property was leased to Jefferson County by DNR in 2009 under the Trust Land Transfer program administered by the Washington State Legislature. Jefferson County anticipates permanently acquiring these properties per the terms of the Trust Land Transfer program in summer 2023. Jefferson Land Trust currently stewards these properties with the support of community volunteers per the signed 2009 Stewardship Agreement between the Land Trust and Jefferson County (2009). The Land Trust anticipates continuing to provide ongoing stewardship under the guidance of a new long-term stewardship plan, along with an updated Stewardship Agreement that outlines roles and responsibilities. Both documents will be developed by the Land Trust and provided to Jefferson County for review and approval within a year of property acquisition by Jefferson County.
Conservation Purpose	The conservation purpose of this property is to provide ecological and the potential for social (recreational, educational) benefits.

QUIMPER EAST PRELIMINARY INTERIM STEWARDSHIP PLAN- 2023

Ecological Functions and Processes	Wildlife corridor and habitat refugia
Ecological Features	This property is part of the 3.5-mile long “Quimper Wildlife Corridor” project area– a long-standing wildlife habitat, wetland protection, and non-motorized trail conservation project led by Jefferson Land Trust, the City of Port Townsend, and Jefferson County.
Desired future condition	The overall desired future condition of this site is a structurally-diverse forest of primarily native species that supports wildlife corridor and refugia functions, as well as the potential for public access.
Management Goals	1. Enhance structurally- and species-diverse forest to maintain or improve native wildlife corridor and refugia functions. 2. Maintain or enhance protected conservation values over time.
Management Objectives for this planning period	- Jefferson Land Trust to develop a long-term Stewardship Plan and provide to Jefferson County for mutual approval within 1 year of the date of acquisition - Jefferson Land Trust to draft and provide to Jefferson County an updated Stewardship Agreement that outlines the roles and responsibilities of Land Trust and County, within 1 year of the date of acquisition - Jefferson Land Trust to continue stewardship of these properties with the support of community volunteers, including undertaking tasks such as trash pickup, informational signage installation, and regular monitoring of conservation values as per the existing Stewardship Agreement (2009) until an updated Agreement is approved by both parties
Management Zones	Conifer upland forest

QUIMPER EAST PRELIMINARY INTERIM STEWARDSHIP PLAN- 2023

Monitoring	At-least annual qualitative monitoring is currently undertaken by Jefferson Land Trust representatives.
Driving Directions	From Cook Ave in Port Townsend, turn onto Elmira St. Travel travel approximately 0.7 miles – the conservation property is on the left.
Site Hazards	None known
Boundaries	The north property boundary is delineated by private Lands End Ln and the east property boundary by public Elmira St. The south and west boundary is marked by orange DNR carsonite posts. Upon acquisition Jefferson Land Trust would install additional boundary marking signage as agreed upon with Jefferson County.
Public Access	There are no developed public trails or parking at this conservation property.
Land Use History	These properties are in the traditional territories of the S'Klallam and Chemakum peoples. These lands were also previously owned and managed by Washington State Department of Natural Resources (DNR) for the purposes of timber production. The current forest initiated as an even-age stand in 1919; subsequent even-aged harvests were anticipated by DNR in the 1990s but never undertaken.
Topography	This property is nearly level except for an east-west slope of up to 10 degrees near the southern property boundary. The property is approximately 260 ft above sea level.
Geology/Soils	Soils consist primarily of Clallam gravelly sandy loam, 0-15 percent slopes. The southeast quarter of the property consists of Cassolary sandy loam, 0-15 percent slopes. Clallam gravelly sandy loam soils are well drained, with moderate permeability above a cemented layer. Soils are seasonally saturated. Roots can penetrate 20-40 inches.

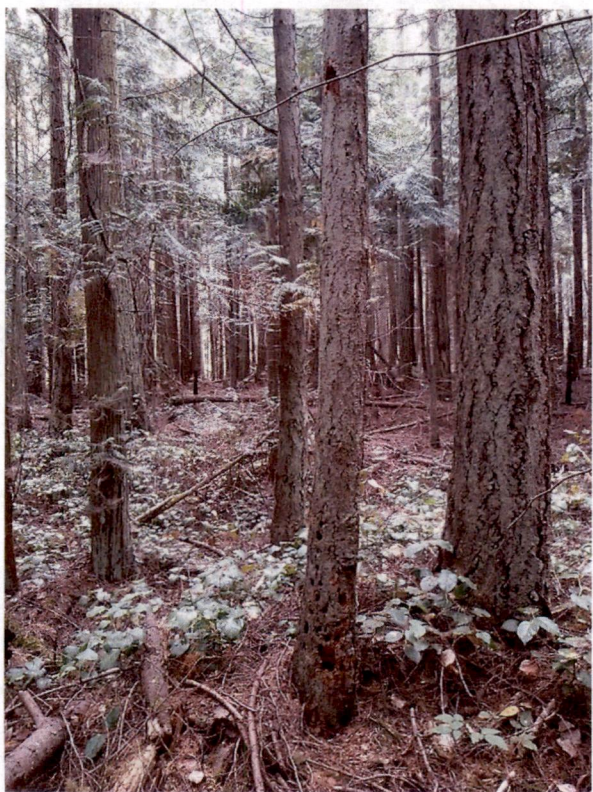
QUIMPER EAST PRELIMINARY INTERIM STEWARDSHIP PLAN- 2023

Hydrology	A pocket forested wetland area exists in the northwest property corner.
Infrastructure	None
Characteristic flora	A largely even-aged stand of small diameter, suppressed Douglas fir with Western redcedar, salal, Oregon grape, and sword fern
Characteristic fauna	Black-tailed deer, bobcat, mountain beaver, pileated woodpecker, blackcap chickadee.

QUIMPER EAST PRELIMINARY INTERIM STEWARDSHIP PLAN- 2023



1. Representative forest conditions of even-aged Douglas fir and dense patches of salal



2. Representative forest area of smaller-diameter Douglas fir with intermixed Western redcedar above dark understory of patchy salal

QUIMPER EAST PRELIMINARY INTERIM STEWARDSHIP PLAN- 2023



Quimper West

Preliminary Interim Stewardship Plan



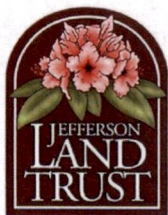
Photo from May 28, 2021

Prepared by:

Carrie Clendaniel, Preserve Manager

This plan date: March, 2023

Scheduled update: March, 2024



Jefferson Land Trust
1033 Lawrence St
Port Townsend, WA 98368

www.saveland.org

360-379-9501

JEFFERSON LAND TRUST

QUIMPER WEST PRELIMINARY INTERIM STEWARDSHIP PLAN- 2023**Property Summary Information**

This is a preliminary interim stewardship plan that includes basic property information, conservation purpose statement, management goals, and the anticipated stewardship roles existing and to be adopted by Jefferson Land Trust and by Jefferson County as they relate to the long-term conservation of this property.

Preserve Name

Quimper West Preserve

Planning period

April 2023 – March 2024

Parcel #(s)

101 323 004, 101 324 001, and 999 007 201

Total acreage

80.0 acres “Quimper West” and 0.8 acres nearby “Baby Quimper”

Acquisition information

This property was leased to Jefferson County by DNR in 2009 under the Trust Land Transfer program administered by the Washington State Legislature. Jefferson County anticipates permanently acquiring these properties per the terms of the Trust Land Transfer program in summer 2023.

Jefferson Land Trust currently stewards these properties with the support of community volunteers per the signed 2009 Stewardship Agreement between the Land Trust and Jefferson County (2009). The Land Trust anticipates continuing to provide ongoing stewardship under the guidance of a new long-term stewardship plan, along with an updated Stewardship Agreement that outlines roles and responsibilities. Both documents will be developed by the Land Trust and provided to Jefferson County for review and approval within a year of property acquisition by Jefferson County.

Conservation Purpose

The conservation purpose of this property is to provide ecological and social (recreational, educational) benefits.

QUIMPER WEST PRELIMINARY INTERIM STEWARDSHIP PLAN- 2023

Ecological Functions and Processes	Wildlife corridor and habitat refugia
Ecological Features	Mature trees, structurally and species diverse forest, established non-motorized trail network. These properties are part of the 3.5-mile long “Quimper Wildlife Corridor” project area– a long-standing wildlife habitat, wetland protection, and non-motorized trail conservation project led by Jefferson Land Trust, the City of Port Townsend, and Jefferson County.
Desired future condition	The overall desired future condition of this site is a structurally-diverse forest of primarily native species that supports wildlife corridor and refugia functions, as well as public access.
Management Goals	1. Enhance structurally- and species-diverse forest to maintain or improve native wildlife corridor and refugia functions. 2. Provide access for low- to moderate-impact public, educational, and scientific use. 3. Maintain or enhance protected conservation values over time.
Management Objectives for this planning period	- Jefferson Land Trust to develop a long-term Stewardship Plan and provide to Jefferson County for mutual approval within 1 year of the date of acquisition - Jefferson Land Trust to draft and provide to Jefferson County an updated Stewardship Agreement that outlines the roles and responsibilities of Land Trust and County, within 1 year of the date of acquisition - Jefferson Land Trust to continue stewardship of these properties with the support of community volunteers, including undertaking tasks such as trail maintenance, noxious weed removal, trash pickup, informational signage installation, and regular monitoring of conservation values as per the existing Stewardship Agreement (2009) until

QUIMPER WEST PRELIMINARY INTERIM STEWARDSHIP PLAN- 2023

	an updated Agreement is approved by both parties
Management Zones	Mature mixed conifer upland forest – Quimper West, Mature mixed conifer upland forest – Baby Quimper
Monitoring	At-least annual qualitative monitoring is currently undertaken by Jefferson Land Trust representatives.
Driving Directions	Travel on Hastings or South Jacob Miller Road. Turn onto N. Jacob Miller Road and travel approximately 0.7 miles. The orange access gate/gravel parking area for a couple cars and sign will be on the left.
Site Hazards	None known
Boundaries	The north property boundary of the Quimper West zone is delineated by Juan de Fuca Road, the east boundary is North Jacob Miller Rd., and the west boundary extends to Middlepoint Rd. Portions of the north and south boundaries are marked by orange DNR carsonite posts, and by Jefferson Land Trust “Leaving the Preserve” signs where established trails exist the conservation property. Upon acquisition Jefferson Land Trust would install additional boundary marking signage as agreed upon with Jefferson County. Baby Quimper is unsigned at this point. Upon acquisition Jefferson Land Trust would install additional boundary marking signage as agreed upon with Jefferson County.
Public Access	Public pedestrian, bicycle, and horse access is welcome on designated trails from dawn to dusk.
Land Use History	These properties are in the traditional territories of the S’Klallam and Chemakum peoples.

QUIMPER WEST PRELIMINARY INTERIM STEWARDSHIP PLAN- 2023

	These lands were also previously owned and managed by Washington State Department of Natural Resources (DNR) for the purposes of timber production. The last harvest was a selective thinning undertaken by DNR in 1997.
Topography	These properties are nearly level. Quimper West also contains a gently to strongly sloped (3-10 degrees) area in the southern half of the property draining to the northeast, and a gently sloped area in the northern half of the property facing south, creating a gentle depression in an easterly direction. The property is approximately 200 ft above sea level.
Geology/Soils	Soils across all areas consist primarily of Clallam gravelly sandy loam, 0-15 percent slopes. A small area in the southwest corner of the Quimper West zone consists of Hoypus gravelly sandy loam, 0-15 percent slopes. A pocket of Dick loamy sand, 0-15 percent slopes exists along the northern Quimper West boundary. An area of Swantown gravelly sandy loam, 0-8 percent slopes, exists in the eastern half of Baby Quimper. Clallam gravelly sandy loam soils are well drained, with moderate permeability above a cemented layer. Soils are seasonally saturated. Roots can penetrate 20-40 inches.
Hydrology	Vernal pools and wet forest areas form seasonally.
Infrastructure	Approximately 2.3 miles of established trails traverse Quimper West from N Jacob Miller Rd to Middlepoint Rd. The property also has a gravel parking area along the public access point at N Jacob Miller Rd suitable for 2-3 vehicles, a metal gate blocking vehicular access to the trail system, and a wooden sign kiosk.
Characteristic flora	Douglas fir, Western redcedar, Western hemlock, salal, red elderberry, rhododendron, oceanspray, sword fern, trailing blackberry

QUIMPER WEST PRELIMINARY INTERIM STEWARDSHIP PLAN- 2023

Characteristic fauna	Black-tailed deer, bobcat, mountain beaver, pileated woodpecker, varied thrush, and purple finch.
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QUIMPER WEST PRELIMINARY INTERIM STEWARDSHIP PLAN- 2023



1. Quimper West - Land Trust representatives monitoring current forest conditions



2. Quimper West - representative conditions of well established structural and species diversity

QUIMPER WEST PRELIMINARY INTERIM STEWARDSHIP PLAN- 2023



3. Quimper West - development of wildlife habitat features such as standing snags



4. Quimper East - representative forest and open patch conditions

QUIMPER WEST PRELIMINARY INTERIM STEWARDSHIP PLAN- 2023

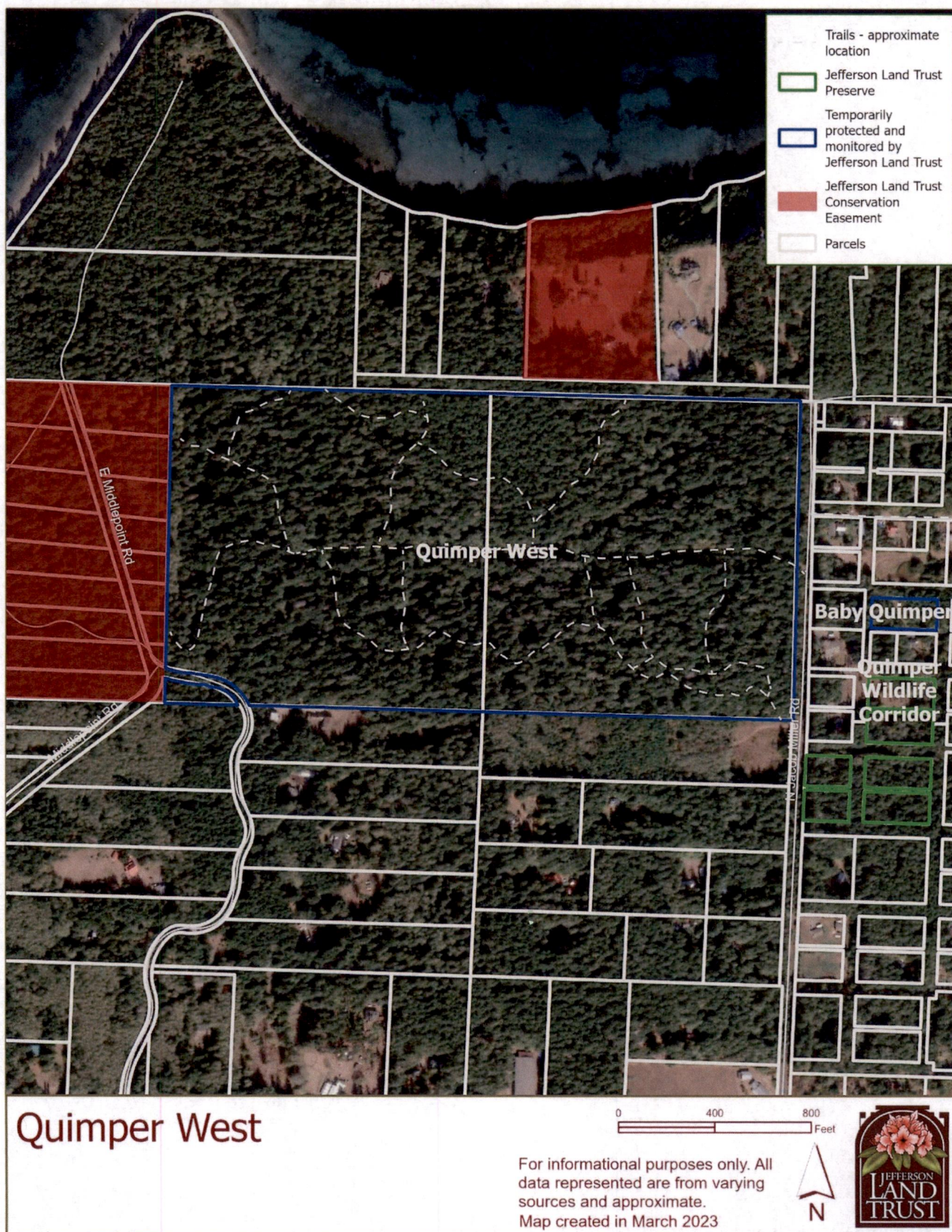


Exhibit G

Draft Stewardship Agreement

STEWARDSHIP AGREEMENT
Between Jefferson Land Trust ("JLT") and
Jefferson County ("the County")

THIS AGREEMENT is entered into between the Jefferson Land Trust (hereinafter referred to as JLT), and Jefferson County (hereinafter referred to as the County), for stewardship activities in support of open space and habitat preservation.

RECITALS

Whereas, JLT's mission is to work with the community to preserve open space, working lands, and habitat forever; and

Whereas, Jefferson Land Trust has been working since 1995 to protect the Quimper Wildlife Corridor as a corridor linking critical habitat areas, in accordance with the Growth Management Act (GMA) goal of protecting such critical areas; and

Whereas, Jefferson County has purchased the Quimper West and Quimper East properties in order to protect the open space and habitat functions of the two properties described herein;

Now, therefore, the parties to this Agreement agree to the following:

1. Obligations:

JLT hereby agrees to support Jefferson County's willingness to preserve and protect these lands of important habitat and public open space values as follows:

- By reviewing the condition of the two properties described herein within ninety (90) days of the date of the execution of this Agreement.
- By creating management plans for these two properties within 150 days of the execution of this Agreement, to be approved by Jefferson County, that guides ongoing stewardship activities to be undertaken by JLT and the County as identified in this Agreement.
- By periodically (not less than once every twelve months) undertaking monitoring the condition of these properties as conditions relate to the conservation purpose and long-term management goals and delivering an annual written monitoring report to the County staff identified.
- If cleanup, noxious weed control, or other stewardship activities such as trail maintenance consistent with the approved management plans are needed, JLT will, to the best of its capacity, address the concerns with the help of community volunteers. At its option, Jefferson County may assist with these activities.
- If other stewardship concerns, such as hazard tree removal or sign installation are needed that are not identified in the approved management plan or are beyond the scope of available JLT

volunteer capacity, JLT will notify Jefferson County staff. At its option, Jefferson County may address these stewardship concerns

- JLT will post the properties as appropriate with signage approved by or provided by Jefferson County intended to discourage vandalism, garbage dumping, and resource theft.
- JLT shall immediately notify the County upon discovering conditions that potentially threaten the important habitat and/or public open space values protected.

2. Indemnification

JLT shall indemnify and hold harmless the County, its past or present employees, officers, agents, elected or appointed officials or volunteers (and their marital communities), from and against all claims, losses or liability, or any portion thereof, including reasonable attorney's fees and costs, arising from injury or death to persons, including injuries, sickness, disease or death to JLT's own employees, or damage to property occasioned by a negligent act, omission or failure of JLT. JLT shall be liable only to the extent of JLT's proportional negligence. JLT specifically assumes potential liability for actions brought against the County by JLT's employees or volunteers, including all other persons engaged in the performance of any work or service required of JLT under this Agreement and, solely for the purpose of this indemnification and defense, JLT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. JLT recognizes that this waiver was specifically entered into pursuant to provisions of RCW 4.24.115 and was subject of mutual negotiation. For the avoidance of doubt, the obligations in this section shall survive the expiration or termination of this Agreement.

3. Insurance

JLT shall secure and maintain in force throughout the duration of this Agreement policies of insurance as follows:

Workers Compensation Insurance. If and only if JLT employs any person(s) in the status of employee or employees separate from or in addition to any equity owners, sole proprietor, partners, owners or shareholders of JLT, Worker's Compensation Insurance in an amount or amounts that are not less than the required statutory minimum(s) as established by the State of Washington or the state or province where JLT is located.

Commercial Automobile Liability Insurance providing bodily injury and property damage liability coverage for all owned and non-owned vehicles assigned to or used in the performance of the work for a combined single limit of not less than \$500,000 each occurrence with the County named as an additional insured in connection with JLT's performance of the contract.

General Commercial Liability Insurance in an amount not less than a single limit of one million dollars (\$1,000,000) per occurrence and an aggregate of not less than two (2) times the occurrence amount (\$2,000,000.00 minimum) for bodily injury, including death and property damage, unless a greater amount is specified in the contract specifications. The insurance coverage shall contain no limitations on the scope of the protection provided and include the following minimum coverage:

- a. Broad Form Property Damage, with no employee exclusion;

- b. Personal Injury Liability, including extended bodily injury;
- c. Broad Form Contractual/Commercial Liability – including completed operations;
- d. Premises – Operations Liability (M&C);
- e. Independent Contractors and subcontractors;
- f. Blanket Contractual Liability.

Such insurance coverage shall be evidenced by one of the following methods:

- * Certificate of Insurance;
- * Self-insurance through an irrevocable Letter of Credit from a qualified financial institution.

The County shall be named as an additional insured party under this policy.

Certificates of coverage as required by this section shall be delivered to the County within fifteen (15) days of execution of this Agreement.

Any deductibles or self-insured retention shall be declared to and approved by the County prior to the approval of the contract by the County. At the option of the County, the insurer shall reduce or eliminate deductibles or self-insured retention or JLT shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

JLT shall include all subcontractors as insured under its insurance policies or shall furnish separate certificates and endorsements for each subcontractor. All insurance provisions for subcontractors shall be subject to all of the requirements stated in this Agreement.

Failure of JLT to take out or maintain any required insurance shall not relieve JLT from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations concerning indemnification.

It is agreed by the parties that insurers shall have no right of recovery or subrogation against the County (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the above described insurance. It is further agreed by the parties that insurance companies issuing the policy or policies shall have no recourse against the County (including its employees and other agents and agencies) for payment of any premiums or for assessments under any form of policy. It is further agreed by the parties that any and all deductibles in the above described insurance policies shall be assumed by and be at the sole risk of JLT.

It is agreed by the parties that judgments for which the County may be liable, in excess of insured amounts provided in this Agreement, or any portion thereof, may be withheld from payment due, or to become due, to JLT until such time as JLT shall furnish additional security covering such judgment as may be determined by the County.

The County reserves the right to request additional insurance on an individual basis for extra hazardous contracts and specific service agreements.

Any coverage for third party liability claims provided to the County by a "Risk Pool" created pursuant to Ch. [48.62](#) RCW shall be non-contributory with respect to any policy of insurance JLT must provide in order to comply with this Agreement.

If the proof of insurance or certificate indicating the County is an "additional insured" to a policy obtained by JLT refers to an endorsement (by number or name) but does not provide the full text of that endorsement, then it shall be the obligation of JLT to obtain the full text of that endorsement and forward that full text to the County.

The County may, upon JLT's failure to comply with all provisions of this Agreement relating to insurance, withhold payment or compensation that would otherwise be due to JLT.

For the avoidance of doubt, the obligations in this section shall survive the expiration or termination of this Agreement.

4. Subject Properties:

This Agreement covers each property below:

Quimper East

Portion of Section 33, T31N, R1 W
Jefferson County, Washington Land

Description:

Government lot 5 of Section 33, Township 31 North, Range 1 West, Willamette Meridian, Jefferson County, Washington, EXCEPT the north 330 feet thereof, as shown and described by that Record of Survey recorded January 11, 1996, in Book 17 of Surveys at Pages 123-128, under Auditor's File No. 387842, Jefferson County records. APN 101333 002

Quimper West

Portion of Section 32, T31N, R1 W
Jefferson County, Washington Land

Description:

The SE1/4 of the SW1/4 and the SW1/4 of the SE1/4 of Section 32, Township 31 North, Range 1 West, Willamette Meridian, Jefferson County, Washington, according to U.S. Government subdivision procedures, APN 101323004 and 101324001

TOGETHER WITH

Lots 1, 2, 3, 4 and 5 of Block 72 of the Supplementary Plat of Captain Tibbals Lake Park, according to the plat thereof recorded in Volume 2 of Plats at Page 3, records of Jefferson County Washington. APN 999 007 201

5. Term:

This Agreement shall become effective after the execution of the Stewardship Agreement and shall expire ten (10) years from the date of signing, when at that time both parties can discuss updating or extending this Agreement.

6. Amendments:

The parties to this Agreement may, through a writing approved and executed by both parties, amend this Agreement.

7. Contacts for Agreement

Jefferson County:

County Administrator
JPeters@co.jefferson.wa.us
(360) 385 9100

Jefferson Land Trust:

Preserve Manager
info@saveland.org
(360) 379-9501

APPROVED AND ADOPTED this _____ day of _____, 2025.

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE

JEFFERSON COUNTY WASHINGTON

Board of County Commissioners
Jefferson County, Washington

By: Heidi Eisenhour, Chair

By: Greg Brotherton, Commissioner

By: Heather Dudley-Nollette, Commissioner

SEAL:

ATTEST:

**Carolyn Gallaway,
Clerk of the Board**

Approved as to form only:

Philip C. Hunsucker, _____ Date
Chief Civil Deputy Prosecuting Attorney

JEFFERSON LAND TRUST

By: _____
Signature

Name: _____

Title: _____

Date: _____