

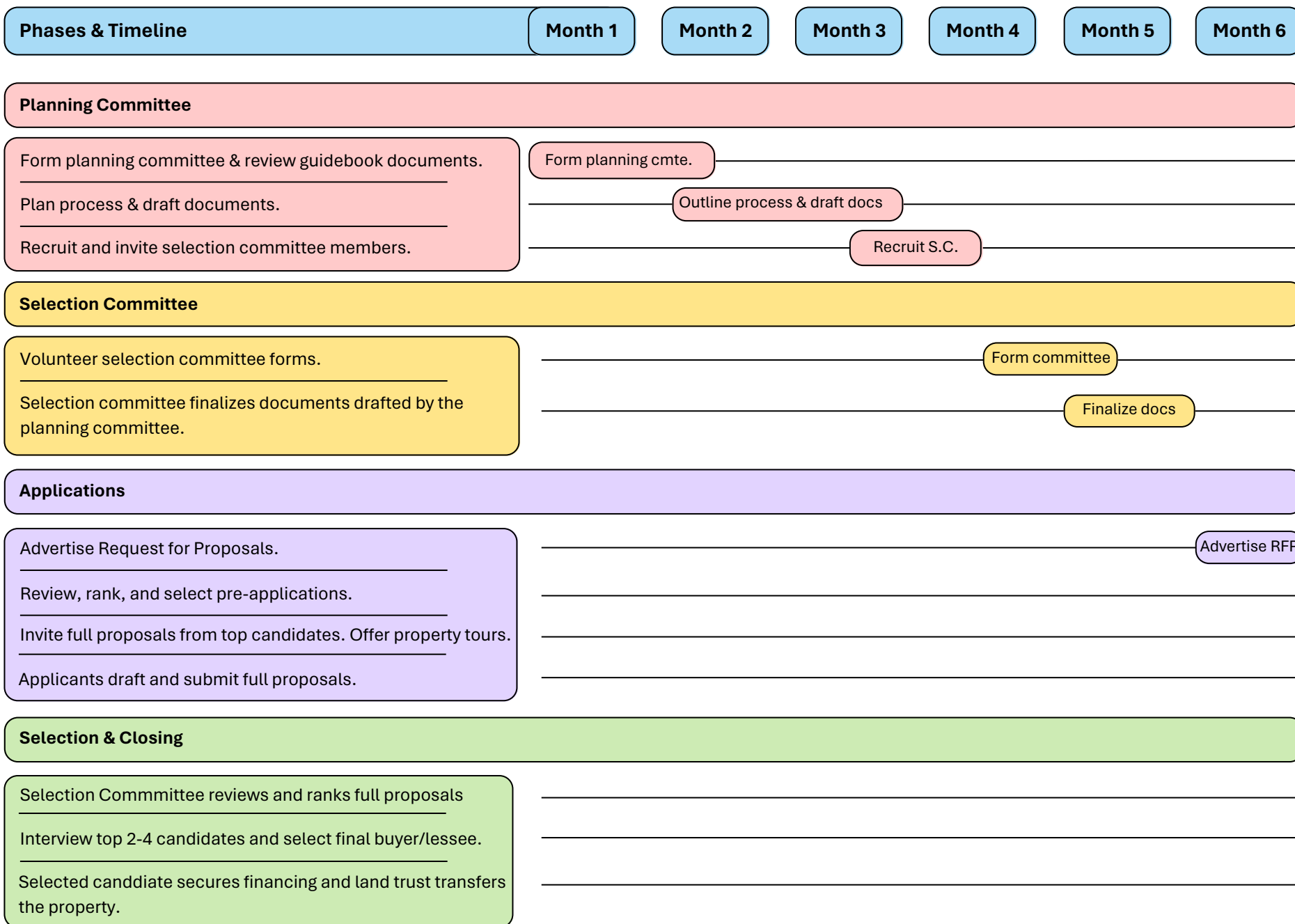


Appendix A

Project Timeline

This project timeline was created based on experience from several farm sale RFP processes. Expect and plan for sufficient time buffers in each stage of the process. The explanation for each of these project timeline sections are further described in the Process for Buy-Protect-Sell section of this guidebook.

Buy-Protect-Sell Program Timeline



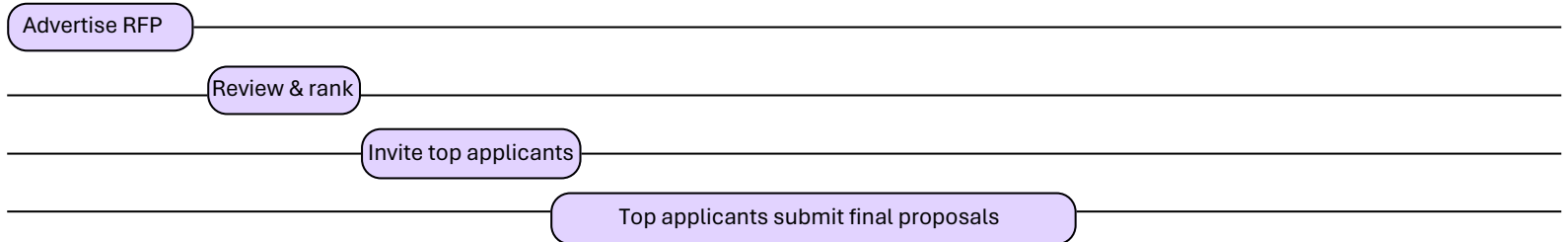
(cont'd) Buy-Protect-Sell Program Timeline

Phases & Timeline	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	Month 13	Month 14	TBD
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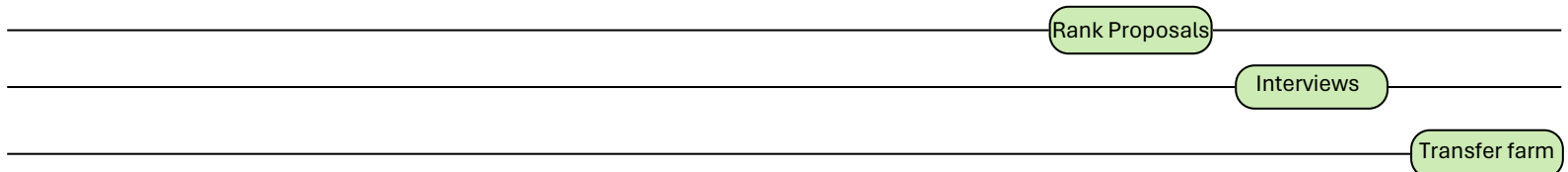
Planning Committee

Selection Committee

Applications



Selection & Closing





Appendix B

Selection Committee Recruitment and Application

This is an example of a recruitment and application document for finding volunteer community selection committee members. It can easily be made into a Google form and shared widely across your community. We recommend that you provide as many details (time commitment, project background, purpose of committee) as possible.

Recruitment for Volunteer Selection Committee for Local Farmland Buy-Protect-Sell Program

About: Jefferson Land Trust works with the community to preserve open space, working lands, and habitat forever. By using a variety of tools designed to protect agricultural land and promote community resilience, we seek to keep local farms in production and to create access to more affordable farmland ownership.

An exciting opportunity for purchasing a protected piece of farmland in Chimacum will be publicly advertised and available for farmers later in 2024. The 47-acre property in Beaver Valley is currently owned by Jefferson Land Trust (purchased with a loan from Washington State Housing Finance Commission's *Farm Protection and Affordability Investment* program) and will be sold at its reduced appraised value once it is protected with a permanent conservation easement (funded by WA State's Conservation Commission). This process is called "Buy-Protect-Sell" (BPS).

The Process: Jefferson Land Trust would like the selection of the next buyer of this farm to be made with the guidance of the eastern Jefferson and Clallam county community. A Selection Committee of 7 or 9 people will be recruited throughout August and begin working together in mid-September to refine the selection criteria, help spread the word about the purchase opportunity, review interested buyer pre-applications, review full farm proposals, and then interview finalists. We anticipate the Selection Committee will meet sporadically from September 2024-March 2025 through both in-person and virtual meetings (see schedule below) with occasional work in between meetings, for an estimated total commitment of 30 hours over 7 months.

We seek to recruit a Selection Committee that includes:

- [Historically Underserved Farmers & Ranchers](#) as defined by the USDA
- An experienced Olympic Peninsula farmer
- An experienced small business owner or project manager experienced at evaluating the financial feasibility of budgets and business projections
- Agricultural service providers
- Food system workers

The committee will be facilitated by Jefferson Land Trust staff and information will be shared via email as well as at in-person and virtual meetings.

Membership on the Selection Committee is a volunteer role, and Jefferson Land Trust recognizes that there can be financial barriers to volunteering, as well as emotional labor related to the committee's work. To address these barriers and increase broader volunteer participation that's representative of the communities with which we work, Jefferson Land Trust has the [Equity and Access Fund](#) available. If you're interested in applying to be on this committee, please review the stipends and reimbursements available through the Equity and Access Fund.

- 1) Name *[5 words]*
- 2) Location *[5 words]*
- 3) Profession or special interest you would represent *[20 words]*
- 4) Do you identify as a [Historically Underserved Farmer or Rancher as defined by the USDA](#)? If so, how? . *[30 words]*
- 5) Why do you want to be part of this Selection Committee? *[100 words]*
- 6) What experience, qualities, or skills would you bring to this process that would benefit this locally-driven Buy-Protect-Sell program? *[100 words]*
- 7) The desire and ability to show up for a mix of in-person and virtual meetings over the course of several months is a requirement of being part of this selection committee. Are you able to commit to (and prioritize scheduling for) these following meeting times and dates?
 - a) Thursday September 12th, 6:30-8pm - First meeting
 - b) Wednesday September 18, 6:30-8pm - Adopt documents to be publicized
 - c) *[Optional]* In-person Information Session, Wednesday October 2nd 6:30-8pm
 - d) *[Optional]* Virtual Information Session, recorded October 3rd in the afternoon
 - e) *November 4-17, Individually review all pre applications*
 - f) Monday November 18, 4-5:30pm - Select pre-applications to move on to next round
 - g) *[Optional]* Saturday December 7 - Final applicants site visit tour
 - h) *February 17- March 9, 2025 Individually review proposals*
 - i) Monday March 10, 2025, 4-5:30pm - Discuss & select proposals for interview

- j) Thursday March 13, 2025, 4-5:30pm - If needed, an additional meeting to discuss & select proposals for interview)
 - k) Friday March 21, all day - Interviews
 - l) Tuesday March 25, 4-5:30pm - Select farm buyer
- 8) Do you have any real or perceived conflicts of interest if you were to serve on this selection committee? This includes whether you personally (including family members) stand to benefit from the outcome of this committee's decision. Signing a Conflict of Interest form will be a requirement of participating in the committee. [25 words]
- 9) Have you read the entire introduction and background of the Buy-Protect-Sell Selection Committee at the top of this page and are you prepared to commit to the committee and process? [Y/N]

If you have disabilities that would require alternative means for communication or attendance as part of this committee, please reach out at least two weeks prior to the meeting.

Questions? Please contact Blaise Sullivan, Conservation Project Manager with Jefferson Land Trust at [REDACTED]

The BPS Planning Committee put together this recruitment and includes:

Richard Tucker, Executive Director

Sarah Spaeth, Director of Conservation & Strategic Development

Blaise Sullivan, Conservation Project Manager

Ben Wilson, Board Member

Kellie Henwood, WSU Jefferson County Extension, Regional Small Farms Program



Appendix C

Volunteer Equity and Access Fund

This is a copy of the language of Jefferson Land Trust's fund for volunteers that provides stipends and reimbursements related to volunteer work. Consider offering something similar for your volunteer selection committee.

Equity and Access Fund

Jefferson Land Trust works to fulfill its mission of working with the community to preserve open space, working lands, and habitat forever in Jefferson County. Our real estate and land management on the landscape of Jefferson County affects all who live, work, and visit here.

Since its inception in 1989, the organization has relied on volunteers to strengthen and enhance its work. Our success depends upon the support of hundreds of volunteers contributing thousands of hours of service each year. We recognize that our work is made stronger, more resilient, and more relevant through the service of volunteers from diverse backgrounds who provide representation of all of Jefferson County's residents.

Purpose and Intention of the Fund

Conservation and connection to the land is a deeply held value shared by people across the political spectrum, at all income levels, and by all racial groups. Jefferson Land Trust strives to make opportunities for volunteering and engagement widely accessible and relevant to a broad group of people. The Land Trust recognizes that there can be financial barriers to volunteering. To address these barriers and increase broader volunteer participation that's representative of the communities in which we work, we've created the Equity and Access Fund.

What the Fund Offers

Recognizing the financial barriers to volunteering that disproportionately affect low income, BIPOC (Black, Indigenous, and People of Color), veterans, and other marginalized members of the community, the Jefferson Land Trust Equity and Access Fund offers:

1. **Reimbursement** for transportation and dependent care costs to any volunteer in the organization.
Reimbursements are meant to provide the opportunity for participation to those who would otherwise not be able to, due to the secondary costs of volunteering.
2. **Stipends** to members from marginalized groups who volunteer to provide perspective on their lived experience as a marginalized person, specifically in a way to influence decision making.
Stipends are meant to recognize the emotional labor that this type of volunteering requires.
3. **Honoraria** for community members who are asked to share their cultural traditions and/or expertise at educational, outreach, or fundraising events.
Honoraria are meant to honor community members who are asked to share cultural traditions or expertise as speakers or participants during Land Trust events.

Fund Management and Distribution

Jefferson Land Trust will strive to make all volunteers aware of the opportunities for reimbursements and stipends provided by the Equity and Access Fund during the time of volunteer onboarding.

Requests for reimbursements and stipends will be reviewed by a Land Trust committee to ensure that funds are distributed in a fair, consistent, and effective manner.

If approved, reimbursements and stipends will be paid on a first come, first served basis until the Equity and Access Fund is exhausted each year.

Please note: All volunteers who receive a reimbursement, stipend, or honorarium will need to complete a W9 form annually.

Reimbursement or Stipend Eligibility Request

Volunteers are encouraged to self-identify as being eligible for reimbursement and stipends by filling out an online form with the following questions:

- First Name *
- Last Name *
- Email *
- Phone (Optional)
- Are You a Current or New Volunteer of the Land Trust? *
- Please Describe Your Current or Desired Volunteer Role(s) at the Land Trust *
- What Are You Seeking Eligibility for? *
 - ☐ Reimbursement (covers the transportation and dependent care costs necessary to make it possible for someone to volunteer)
 - ☐ Stipend (recognizes the emotional labor of someone sharing lived experience perspective to influence the decision making of the organization)

** denotes required question.*

Giving to the Equity and Access Fund

Fundraising to support the Equity and Access Fund will be ongoing and individual donors may elect to support the Equity and Access Fund with a restricted gift. Please contact Director of Philanthropy Kate Godman (kgodman[at]saveland.org) to make a gift or to learn more.



Appendix D

Request for Proposal Examples

This includes multiple examples of our widely advertised RFPs, including one translated into Japanese and Spanish.

KAWAMOTO FARM PURCHASE—REQUEST FOR PROPOSALS 2021



Jefferson LandWorks Collaborative seeks qualified farmer to purchase historic Kawamoto Farm and house for active agricultural use

Photos by NWMLS

The historic Japanese-American Kawamoto Farm in Quilcene's Leland Valley will be for sale at an affordable agricultural price. The farm is located next to Lake Leland, alongside Highway 101, with moderately-sloped rolling topography.

The property will be permanently protected with a conservation easement by Jefferson Land Trust this year, conserving the property's agricultural and forestry values. Jefferson LandWorks Collaborative is working to find a buyer or buyers to purchase the farm after the easement is in place to bring the land back into active agriculture and contribute to the local economy.

THE FARM:

- Located at 289274 Hwy 101 Quilcene, WA.
- 148-acre property: approximately 40 acres of farmland, 108 acres of forestland.
- Historic agricultural uses include dairy farm and cattle grazing, with minimal crop production.
- Domestic and livestock water source is an onsite stream. Dept. of Ecology records indicate a surface water right to Lake Leland for 48 acre feet/year from 1963; continued and future uses of this right to be verified by buyer(s).
- Infrastructure includes:
 - House built in 1938, 2,100sqft, likely needs improvements; LWC is pursuing house inspection to determine condition—information can be shared with applicants.
 - Barn & loafing shed (operational); Derelict milking parlor and shed.
 - Potential buyer will be responsible for conducting due diligence investigations.
- Open market price was \$965,000. As a result of the conservation easement, **the chosen farmer will purchase the property from the Kawamoto Family for under \$500,000.**



THE PERMANENT CONSERVATION EASEMENT:

- Property will have two residential development rights (one is currently utilized), limited to within two contained zones of 1.8 and 0.8 acres.
- 40 acres of farmland will be permanently preserved for farming activities.
- The forestland must be managed with a forest stewardship plan approved by Jefferson Land Trust, which prohibits clear-cut harvesting.
- Project partners retain the right to develop an on-site interpretive display to honor the Japanese-American history of the farm.

THE PROCESS:

- 1) Interested applicants will provide a one page letter of interest **by Sept. 30, 2021** to Jefferson LandWorks Collaborative describing their farming background, why they are interested, and proposed use of the property. Please contact info@jeffersonlandworks.org for acceptable alternative formats to a written letter.
- 2) Following submission of interest, there is an opportunity to visit the farm in person (or virtually) in mid-October prior to submitting the full proposal. Out of respect to the current landowner, please do not visit the farm outside of our scheduled farm visits.
- 3) Second phase: applicants will submit a full proposal which will include a business plan and farm plan; financing plan for purchase of the property; and references. Due by November 19th, 2021. Interviews will be conducted in early December for top proposals.

We encourage Socially Disadvantaged Farmers and Ranchers to apply (defined by USDA as African Americans, American Indians, Alaskan Natives, Hispanics, Asians, and Pacific Islanders).

We will do our best to accommodate non-English applications, including by offering translation services whenever possible.

Applicants who may want assistance putting together an application, please see references listed below.



PLEASE CONSIDER THESE COMMUNITY RESOURCES WHEN PLANNING YOUR PROPOSAL:

- North Olympic Development Council (Farm Business Advising) [REDACTED]
- Craft 3 (Financing) [REDACTED]
- Jefferson County Conservation District (Farm plans) [REDACTED]
- Port Townsend Food Coop (Market demands) [REDACTED]
- Jefferson Land Trust (Farmland preservation information) [REDACTED]
- WSU-Extension Office (Small Farms Info) [REDACTED]



Please send letter of interest to:

LandWorks Collaborative

info@jeffersonlandworks.org

On or before Sep. 30, 2021

KAWAMOTO FARM 年の購入プロポーサルに関して 2021



Jefferson LandWorks Collaborative は ヒストリックなKawamoto Farm の農地と住宅を農業を目的として購入を希望する農業従事者を求めています。

Photos by NWMLS

Quilcene のLeland Valleyに位置するヒストリックな日系アメリカ人のKawamoto Farm が 手頃な農業価格で売りに出されます。この農地はLake Leland に隣接していてHighway 101のなだらかな傾斜に位置しています。

この物件は今年 Jefferson Land Trust の地役権 (easement) により恒久的に農業および林業が保護されます。JLCは地役権が実施された後にここで積極的な農業を営み地域経済の活性に貢献するバイヤーまたは複数のバイヤーを求めています。

THE FARM:

- 所在地 289274 Highway 101, Quilcene, Washington
- 148エーカー、農地は約40エーカー、森林地は108エーカー
- ヒストリック農業というのは多少の農作物生産を含む酪農と放牧
- 家庭用と家畜用の水源は農地内の水源。環境庁の記録によると1963年から Lake Leland のsurface water の権利は 年間 48エーカーフィートと示されています。これを継続し将来的な使用の権利に関しては買い手が確認する
- インフラストラクチャーに含まれる物
 - 1938年に建てられた2100平方フィートの家で改善が必要。LWCは家の調査を進めています。購入希望者はその情報が入手できます。
 - 納屋とローフ小屋(使用可)と荒廃している搾乳パーラーと小屋
 - 購買希望者は調査(デューデリジェンス)をする責任があります。
- 公開市場価格は\$965,000 ですが地役権の結果、購入が認められた農業従事者はKawamoto family から \$500,000 以下で購入



恒久的保全緩和:

- この物件は1.8エーカーと0.8エーカーの二つの土地での住居建築(一つは現在使用されている)の権利がある。
- 40エーカーの農地は永久的に農業活動が保護されている。
- 森林地帯は Jefferson Land Trust が承認する森林計画で管理されなければならない。伐採は禁止
- プロジェクトパートナーは日系アメリカ人の農業の歴史を称える現場通訳ディスプレイ の開発の権利を保持

プロセス:

- 1) 応募者は2021年9月30日までに農業の経験、この物件を希望する理由、この物件の使用目的を1ページの書面で説明。その他の書式については info@jeffersonlandworks.org に問い合わせてください。
- 2) 書類提出後、最終的な申請をする以前に10月中旬に実際(またはヴァーチャルで)に農地を見に行ける。
3. 第二段階: 申請者は事業計画、農業計画、不動産購入の資金調達計画及び参照を提出。締め切りは2021年11月19日。トップのプロポーザルに対して 12月初旬にインタビューを行う。

我々は社会的に不利な立場にある農業従事者、牧場主(USDA によってアフリカ系アメリカ人、アメリカンインディアン、アラスカ原住民、ヒスパニック、アジア人、太平洋諸島人と定義されている)が申請する事を奨励します。

英語以外の申込者に対しては翻訳サービスを提供するなどに対応するように最善を尽くします。

申請書に関する手伝いの希望者は下記の参考文献を御覧下さい。



提案を計画する際には、以下のコミュニティリソースを考慮してください。

- North Olympic Development Council (Farm Business Advising) [REDACTED]
- Craft 3 (Financing) [REDACTED]
- Jefferson County Conservation District (Farm plans) [REDACTED]
- Port Townsend Food Coop (Market demands) [REDACTED]
- Jefferson Land Trust (Farmland preservation information) [REDACTED]
- WSU-Extension Office (Small Farms Info) [REDACTED]



お知らせは以下の宛先までお送りください

LandWorks Collaborative
info@jeffersonlandworks.org

2021年9月30日以前

COMPRA DE LA GRANJA KAWAMOTO- SOLICITUD DE PROPUESTAS 2021



La colaborativa de Jefferson LandWorks busca un agricultor calificado para comprar la histórica granja y casa Kawamoto para el uso agrícola.

Fotos de NWMLS

La histórica granja Japones-americana Kawamoto ubicada en Quilcene's Leland Valley va a estar a la venta a un precio agrícola económico. La granja está ubicada a lado del lago Leland, a lo largo de la autopista 101, con una topografía ondulada moderadamente inclinada.

La propiedad será protegida permanentemente con una servidumbre de conservación por Jefferson Land Trust este año, conservando los valores agrícolas y forestales de la propiedad. La Colaborativa de Jefferson Landworks está trabajando en encontrar un comprador o compradores para comprar la granja después de que la servidumbre esté en su lugar para traer la tierra de nuevo a la agricultura activa y contribuir a la economía local.

THE GRANJA:

- Ubicado en 289274 Hwy 101 Quilcene, WA.
- Una propiedad de 148 acres: Aproximadamente 40 acres de tierra de cultivo, 108 acres de tierra forestal.
- Los usos históricos de agricultura incluyen el pastoreo de ganado, y granjas lecheras, con una producción de cultivos mínima.
- La fuente de agua para uso doméstico y ganadera viene por medio de un arroyo ubicado en la granja. Los récords del Departamento de ecología indica un derecho al agua de superficial al lago Leland por 48 pies de acre/año desde el año 1963; Continuo y usos futuros de este derecho serán verificados por los compradores.
- La infraestructura incluye:
 - Casa construida en 1938, 2,100 pies cuadrados. La infraestructura necesita mejoramientos; LWC está llevando a cabo la inspección de la casa para determinar la condición- la información se puede compartir con los solicitantes.
 - El ganadero y cobertizo (operativo); Salón de ordeño abandonado y cobertizo
 - El comprador potencial será responsable de llevar a cabo las investigaciones de diligencia debida.
- El precio de mercado abierto fue de \$965,000. Como resultado de la servidumbre de conservación, **el agricultor elegido compara la propiedad de la familia Kawamoto por menos de \$500,000**



LA SERVIDUMBRE DE CONSERVACIÓN PERMANENTE:

- La propiedad tendrá dos derechos de desarrollo residencial (uno se utiliza actualmente), limitado a dentro de dos zonas contenidas de 1.8 y 0.8 acres.
- 40 acres de tierra de cultivo será permanentemente preservado para actividades de agricultura.
- Las tierras forestales deben ser administradas con un plan de administración forestal aprobado por Jefferson Land Trust, que prohíbe la cosecha de corte claro.
- Los socios del proyecto se reservan el derecho de desarrollar una exhibición interpretativa en el sitio para honrar la historia japones-americana de la granja.

EL PROCESO:

- 1) Los solicitantes interesados proporcionaran una carta de interés de una página antes del 30 de septiembre de 2021 a Jefferson LandWorks colaborativa describiendo sus antecedentes agrícolas, por qué están interesados, y el uso propuesto de la propiedad. Por favor contacte info@jeffersonlandworks.org para formatos alternativos aceptables a una carta escrita.
- 2) Después de la presentación de intereses, hay una oportunidad de visitar la granja en persona (o virtualmente) a mediados de octubre antes de presentar la solicitud completa.
- 3) Segunda fase: Los solicitantes presentarán una propuesta completa que incluirá un plan de negocios y un plan agrícola; un plan de financiamiento para la compra de la propiedad; y referencias. Fecha de vencimiento: 19th de noviembre de 2021. Las entrevistas se llevarán a cabo a principios de diciembre para las principales propuestas.

Animamos a los agricultores y ganaderos socialmente desfavorecidos a aplicar (definidos por el USDA como Afroamericanos, personas Indígenas, Nativos de Alaska, Hispanos, Asiáticos, e Isleños del Pacífico).

Haremos todo lo posible para alojar a aplicaciones que no sean en inglés, incluso ofreciendo servicios de traducción siempre que sea posible. Los solicitantes que deseen obtener ayuda para la creación de una solicitud, por favor consulten las referencias que se están a continuación.



CONSIDERE ESTOS RECURSOS DE LA COMUNIDAD AL PLANIFICAR SU PROPUESTA:

- North Olympic Development Council (Consejo de negocios Agrícolas) [REDACTED]
- Craft 3 (Financing) [REDACTED]
- Jefferson County Conservation District (Planes agrícolas) [REDACTED]
- Port Townsend Food Coop (demandas del mercado) [REDACTED]
- Jefferson Land Trust (preservación de tierras agrícolas) [REDACTED]
- WSU-Extension Office (Información de granjas pequeñas) [REDACTED]



Manden su carta de interés a:

LandWorks Collaborative

info@jeffersonlandworks.org

Antes de o el día de 30 de septiembre, 2021



Request for Proposals:
**Opportunity to Purchase
Protected Farmland**

“North Beaver Valley Farmland”

October 2024



Opportunity:

Jefferson Land Trust seeks a qualified farmer or farming collaborative to purchase 47 acres of easement-protected farmland in the Beaver Valley of Chimacum, WA.

Before the property is sold, it will be protected with a conservation easement that permanently conserves the property's prime agricultural soils and ecological habitat values. The conservation easement will reduce the market value of the property and the property will be sold to the next farmer at its reduced appraised value. The original fair market value before the conservation easement is \$935,000. The property will be

offered for sale at or below \$400,000, and Jefferson Land Trust is also exploring the opportunity for long term lease options that may be an additional choice for acquisition by farmers.

Overview:

Jefferson Land Trust has been protecting farmland in Jefferson County since 1992. One of our goals with this farmland protection focus is to keep local farmland in active production. To promote and encourage this, the Land Trust, other local service providers, and WA State agencies have created initiatives to support the Buy+Protect+Sell model of farmland protection. This model is beginning to be used by land trusts across the nation and helps to ensure that protected farms stay in production, while also helping farmers access more affordable farmland.

This “Buy+Protect+Sell” opportunity began with the Land Trust buying farmland in 2023 and 2024 that was at risk of being sold and taken out of agricultural production. Before reselling the farmland, the Land Trust will place a conservation easement upon it that establishes a building envelope and protects its prime agricultural soils and ecological habitat values. These restrictions will lower the fair market value of the land, making it more affordable for purchase.

This opportunity is open to all. Funding for this project comes in part from two Washington State programs (the Farmland Protection and Affordability Investment program and the Farmland Protection and Land Access program) that aim to lower barriers to land access for farmers and ranchers who are “Limited Resource, Socially Disadvantaged, Veteran, or New and Beginning” as defined by the [USDA](#).



Property Details:

- 47 acres located at 7903 Beaver Valley Road - access to the property by invitation only. Jefferson County tax parcel numbers: 901133005, 901242002, and 901242006.

- Certificate of water right provides for irrigation of 40 acres.
- Infrastructure includes: driveway, functioning well pump, pump house, buried irrigation mainline, and some boundary fencing.
- Historic agricultural uses include growing sweet corn, corn silage, cannabis, and hay.
- The soils are predominantly Semiahmoo muck and San Juan gravelly sandy loam. These are hydric soils with existing drainage ditches. Agricultural cultivation is possible on a majority of the property, except for the wetland conservation zone, described below.
- The existing well on the south end of the property appears to have adequate flow for future domestic use, and the Land Trust is scheduling a water quality test for domestic uses. Domestic uses are limited to the northeast Building Envelope, described below.
- A septic feasibility study has shown that multiple types of systems are feasible within the building envelope.

Conservation Easement Information:

The property will be subject to an agricultural conservation easement held by Jefferson Land Trust that runs with the land in perpetuity. This means that the property will always be available for agricultural use. Under the terms of the easement the property cannot be subdivided and will also retain one development right (there are no home structures on site at this time). Future residential and nonagricultural structures and improvements will be limited to a 1.8-acre building envelope in the NE corner of the property.



The conservation easement also protects a 3.5-acre Wetland Conservation Zone (WCZ) in the northwest portion of the property. Jefferson Land Trust will retain a 20-year right to access and enhance the wetland habitat values in the WCZ. Agricultural cultivation is not permitted in the WCZ.

Application Instructions and Process:

All applicants must complete a [pre-application questionnaire](#), which will be accepted through **November 17, 2024**. Submitting through the google form is preferred. If you cannot use google forms, please request a Word document version from info@saveland.org and return it to Jefferson Land Trust at 1033 Lawrence Street, Port Townsend, WA 98368. Mailed forms must be postmarked by November 17, 2024 to be accepted. Please check back for any updates at: www.saveland.org/beaver-valley-farmland-RFP beginning October 9th.

A volunteer Community Selection Committee will review pre-applications in November and invite up to 10 applicants to submit full proposals that will be due in late February 2025. The applicants invited to submit a full proposal will be notified the first week of December and have the option to visit the property on Saturday, December 7, 2024. Please hold this date in case you are invited to submit a full proposal.

Both the pre-applications and the full proposals will be evaluated based on the criteria of:

- Whole Farm Planning Use and Operations,
- Business Planning, Financing Feasibility, Preparation and Achievability,
- Land Stewardship and Conservation, and
- Equitable Opportunity.

Resources:

A virtual information meeting with the opportunity for Q&A is being hosted on Thursday, October 10, 2024 at 4:30 pm. The recording will be added to the Jefferson Land Trust website after this date. The recording will include some video footage of the property.

For a list of agricultural support resources or to get connected with local agricultural service providers, please contact Jefferson LandWorks Collaborative: www.jeffersonlandworks.org/contact.

For questions about the property or the conservation easement, please contact Jefferson Land Trust: info@saveland.org.

Funding for this opportunity comes in part from: the [Farm Protection & Affordability Investment](#) program and the [Farmland Protection and Land Access](#) program.

[USDA Resources](#) for Historically Underserved Farmers & Ranchers.



Appendix E

Pre-Application Questionnaire

This is an example format and set of questions for interested farmers to use to submit pre-applications for the selection committee's consideration. This document was shared with farmers as a Google form.



**Opportunity to Purchase Protected Farmland:
North Beaver Valley Farm
– Pre-Application Questionnaire –**

Details on the property can be found in the [Request for Proposals \(RFP\)](#). Submissions of this pre-application questionnaire will be accepted through the end of day Sunday, November 17, 2024. Submitting through this [google form](#) is preferred, but if you cannot use google forms, please print out and complete this document, and return it to Jefferson Land Trust at 1033 Lawrence Street, Port Townsend, WA 98368. Mailed forms must be postmarked by November 17, 2024 to be accepted.

Please reply to all questions below, which have a limited amount of words permitted. After the community Selection Committee has reviewed and evaluated all of the pre-applications based on the Selection Criteria (see the RFP), it will invite up to 10 applicants to submit a full proposal, which will then be due in late February 2025. The applicants invited to submit a full proposal will be notified the first week of December and will have the option to visit the property on Saturday, December 7, 2024. Please hold this date in case you are invited to submit a full proposal.

This questionnaire is an abbreviated version of what will be requested for a full proposal. If you are selected to submit a full proposal, you will be asked to provide a Whole Farm Plan, a Business Plan, and Financial Feasibility documentation.

Whole Farm Planning Use & Operations

1. Briefly describe your proposed agricultural use of this property and how it will promote long-term commercial use of the farmland. *[100 words]*
2. How is your proposed use of the farmland well suited to what you know of the size, soils, topography, and water availability of this site? Please refer to the RFP. *[100 words]*
3. Are the products you plan to grow and/or produce from the property intended for human and/or livestock use? (These include, but not limited to: food and horticultural crops, feed crops, fiber crops, value-added crops, oil seed and grain crops, etc.) *[50 words]*

4. Briefly describe your related experience. This can include trainings, internships, degrees, employment, or other. [100 words]
5. Describe how many years you have been farming (number of years) and describe the type of farming experience you have. [100 words]

Business Planning, Financing Feasibility, Preparation, and Achievability

6. Describe your experience with farm/ranch business planning, operations planning, and financial planning. [75 words]
7. Describe your experience with, and your plan to secure, financing for property acquisition and financing for farm/ranch operation start-up costs. [100 words]
8. Are you prepared to get pre-approved for an acquisition loan before submitting a full proposal in the first quarter of 2025? [25 words]

Land Stewardship & Conservation

9. Describe your experience with planning and implementing Best Management Practices for the maintenance and enhancement of soil health and water quality. [100 words]
10. Are you prepared to respect the terms of the conservation easement as well as the wetland enhancement and maintenance rights retained by Jefferson Land Trust? Please refer to the RFP. [25 word]

Equitable Opportunity

The funding for this project prioritizes selecting a farmer from one of four groups that are defined by USDA as “Historically Underserved Farmers and Ranchers” (HUFR). This includes:

- **Veteran Farmer or Rancher** *(defined as a producer who has served in the United States Army, Navy, Marine Corps, Air Force, or Coast Guard, including the reserve component thereof; and has not operated a farm or ranch, or has operated a farm or ranch for not more than 10 years; or who first obtained status as a veteran during the most recent 10-year period).*
- **Socially Disadvantaged Farmer or Rancher** *(defined as an individual or entity whose members have been subject to racial or ethnic prejudice because of their identity as members of a group without regard to their individual qualities. Includes American Indians or Alaska Natives, Asians, Blacks or African Americans, Native Hawaiians or other Pacific Islanders,*

and Hispanics). For an entity, at least 50 percent ownership in the farm business must be held by socially disadvantaged individuals.

- **Limited Resource Farmer or Rancher** *(defined as a person with direct or indirect gross farm sales not more than the current indexed value in each of the previous two years, and who has a total household income at or below the national poverty level for a family of four, or less than 50 percent of county median household income in each of the previous two years. [Please use the self-determination tool.](#)*
- **New and Beginning Farmer or Rancher** *(defined as having not operated a farm or ranch, or who has operated a farm or ranch for not more than 10 consecutive years).*

To view the full definitions [please visit this USDA webpage.](#)

11. Please describe how, if at all, your proposal will include Historically Underserved Farmers and Ranchers (definitions above). [100 words]



Appendix F

Ranking Criteria Documents

This is an example of the two ranking criteria we used to
1) assess pre-applications, which is expected to be more general and less detailed than the eventual full proposal
and 2) assess the full proposals, which should include significantly more detail than the pre-applications.

Pre-application Ranking Criteria

Ranking definitions 1= Below Expectations; 2 = Satisfactory; 3 = Great; 4 = Exemplary

1. Business & Whole Farm Planning	Points Possible	Notes from reviewer:
Proposal appears likely to encourage long-term commercial agricultural use of the farmland.	-	Notes from reviewer:
Proposal appears well-suited to the size, soils, topography, water availability, and configuration of the property.	-	
Products planned to grow and/or be produced from the farm intended for human or livestock use. Included, but not limited to: food and horticultural crops, feed crops, fiber crops, value-added crops, oil and grain crops, etc.	-	
Applicant has relevant experience and training related to their proposal. This can include trainings, internships, degrees, employment, or more.	-	
Total =	0	
out of 16		
2. Financial Feasibility, Preparation & Achievability	Points Possible	Notes from reviewer:
Proposal is well researched. For example, the proposal demonstrates initial research on market demands and appears relevant and able to succeed in the local or regional agricultural economy.	-	Notes from reviewer:
Proposal appears economically feasible: information is provided on how the proposal will be financed. The applicant has demonstrated a reasonable approach to secure financing to acquire the property and execute their farm plan.	-	
Is the applicant prepared to get preapproved for an acquisition loan and/or for a farm business loan if necessary?	-	
Total =	0	
out of 12		
3. Land Stewardship & Conservation	Points Possible	Notes from reviewer:
Applicant's pre-application references best land use practices and best management practices for the maintenance and enhancement of soil health and water quality.	-	Notes from reviewer:
Proposal recognizes and is consistent with [for ex: conservation easement, wetland restoration initiatives, forest management plan, etc].	-	
Total =	0	
out of 8		
4. Equitable Opportunity	Points Possible	Notes from reviewer:
Provide a definition of historically underserved farming and ranching groups that your selection committee has identified. Until 2025, the USDA used to identify Beginning; Socially Disadvantaged; Veterans; or Limited Resource farmers and ranchers as historically underserved. This definition could be broadened to include LGBTQ and/or various immigration status.		Notes from reviewer:
Ranking: Historically Underseved Farmer/Rancher owner(s) on the title of the property, and is managed by or programmed for HUFR farmers. If the proposal is by a legal entity or joint operation, is at least 50% ownership of the entity or operation held by historically underserved individuals?	0	
Definition: 0 point(s)= Proposal does not meet definition above. 5 points= Proposal includes one HUFR group. 6 points= Proposal includes two HUFR groups. 7 points= Proposal includes three HUFR groups. 8 points= Proposal includes four HUFR groups.		
out of 8		
Total =		0 Overall notes from reviewer:

Full Proposal Ranking Criteria

Ranking definitions 1= Below Expectations; 2 = Satisfactory; 3 = Great; 4 = Exemplary

1. Business & Whole Farm Planning		Points Possible	Notes from reviewer:
Proposal is likely to encourage long-term commercial agricultural use of the farmland.		-	Notes from reviewer:
Proposal is well-suited to the size, soils, topography, water availability, and configuration of the property. Products planned to grow and/or be produced from the farm intended for human or livestock use. Included, but not limited to: food and horticultural crops, feed crops, fiber crops, value-added crops, oil and grain crops, etc.		-	
Proposal is well researched. For example, the proposal demonstrates research on market demands, relevant licensing requirements, county codes, and other business planning documents.		-	
Applicant has relevant experience and training related to their proposal. This can include trainings, internships, degrees, employment, or more.		-	
Total =		0	
		out of 16	
2. Financial Feasibility, Preparation & Achievability		Points Possible	Notes from reviewer:
Proposal appears economically feasible: documentation is provided on how the proposal will be financed, including a three-year income and expense projection for the proposed operation, and an appropriate scenario analysis.		-	Notes from reviewer:
The applicant has demonstrated a reasonable approach to secure financing to acquire the property and execute the Business Plan. The applicant is preapproved for an acquisition loan or for a farm business loan.		-	
The proposal's acquisition budget and capital budget have a reasonable approach to servicing the debt and describe their plan for on- and off-farm income, where applicable.		-	
Total =		0	
		out of 12	
3. Land Stewardship & Conservation		Points Possible	Notes from reviewer:
Applicant's proposals describes in detail their best land use practices and best management practices for the maintenance and enhancement of the onsite soil health and water quality.		-	Notes from reviewer:
Proposal addresses how they will enhance the property's conservation values over time, and recognizes Jefferson Land Trust's [ex: conservation easement, wetland enhancement plans, forest management plan, etc].		-	
Total =		0	
		out of 8	
4. Equitable Opportunity		Points Possible	
Provide a definition of historically underserved farming and ranching groups that your selection committee has identified. Until 2025, the USDA used to identify Beginning; Socially Disadvantaged; Veterans; or Limited Resource farmers and ranchers as historically underserved. This definition could be broadened to include LGBTQ and/org various immigration status.			Notes from reviewer:
Ranking: Historically Underseved Farmer/Rancher owner(s) on the title of the property, and is managed by or programmed for HUFR farmers. If you are a legal entity or joint operation, is at least 50% ownership of the entity or operation held by historically underserved individuals?		0	
Definition: 0 point(s)= Proposal does not meet definition above. 5 points= Proposal includes one HUFR group. 6 points= Proposal includes two HUFR groups. 7 points= Proposal includes three HUFR groups. 8 points= Proposal includes four HUFR groups.			
		out of 8	
Total =		0	
			Overall notes from reviewer



Appendix G

Full Proposal Instruction Example

This is an example of the instructions we provided to final candidates for the North Beaver Valley Farmland project.



Opportunity to Purchase North Beaver Valley Farmland

Instructions for Full Proposal

December 2024



Overview:

Thank you again for submitting a pre-application to purchase 47 acres of protected farmland in Beaver Valley, Chimacum. In this document you will find an overview of the selection process and who is involved; property details; information on the permanent conservation easement and resale restrictions; instructions for what to include in your full proposal; technical assistance resources for writing the proposal; and additional resources to explore.

The North Beaver Valley Farmland (NBVF) volunteer selection committee has invited eight applicants to submit full proposals based upon the strength and relevance of their pre-applications. The committee recognizes that only one of these applicants will be awarded the opportunity to purchase the farmland. If you are not selected, that does not mean that you do not have a strong proposal. In fact, we see value and importance in each of you. If you are not awarded the opportunity to purchase NBVF, we would like to connect you with the Jefferson LandWorks Collaborative and/or the

Farm to Farmer Network that can continue to work with you to meet your local agricultural land and business goals.

The volunteer selection committee was brought together by Jefferson Land Trust and is made up of a group of people with a diversity of age, ethnicities, experiences, and professions related to the food-system sector. These volunteers have helped in planning and implementing this process and will continue to be engaged in the decision of the selected buyer from the pre-application to the interviewing and selection stage.

Jefferson Land Trust, a nonprofit, has been involved in at least five local farm transfer projects in the last decade and has protected over 1,800 acres of farmland since 1992. Working with the Jefferson LandWorks Collaborative, we seek to prioritize not only protecting farmland forever, but to ensure that the farmland remains active, viable, and productive. To promote and encourage this, the Land Trust, other local service providers, and WA State agencies have created initiatives to support the Buy+Protect+Sell model of farmland protection. This model is beginning to be used by land trusts across the nation and helps to ensure that protected farms stay in production, while also helping farmers access more affordable farmland. The principles that are leading the North Beaver Valley Farmland sale process are: accessibility, equity, transparency, and promoting agricultural productivity.

Through the assistance of two Washington State programs (the Farmland Protection and Affordability Investment program and the Farmland Protection and Land Access program), and landowner donations, **the sale price of the NBVF Property is \$381,000.** However, if necessary, the Land Trust is open to holding a short term loan for up to \$120,000 directly with the selected buyer; terms to be negotiated.

Jefferson Land Trust anticipates the closing date to be mid-2025. In the effort to keep farmland productive forever, there will be an additional recorded document in place that will limit the increase on future resale value of the land. More information will be provided on this by the end of January 2025.

Property Details:

- 47 acres located at 7903 Beaver Valley Road. Jefferson County tax parcel numbers: 901133005, 901242002, and 901242006.
- Certificate of water right provides for irrigation of 40 acres.
- Infrastructure includes: driveway, functioning well pump, pump house, buried irrigation mainline, irrigation risers, and some boundary fencing.
- Historic agricultural uses include growing sweet corn, corn silage, cannabis, and hay.
- The soils are predominantly San Juan gravelly sandy loam and hydric soils with existing drainage ditches. Agricultural cultivation is possible on a majority of the property, except for the wetland conservation zone, described below.

- The existing well on the south end of the property appears to have adequate flow for future domestic use in addition to irrigation uses. The water quality has been lab tested and passed as potable. A water filter will likely be necessary. Jefferson County staff has indicated that new and existing wells in this watershed subbasin are allowed to be used for domestic purposes. Please contact Jefferson Land Trust directly with any questions.
- A septic feasibility study has shown that multiple types of systems are feasible within the building envelope. See more septic considerations below.
- There has been an annual lease held on the property by the Tri-Area RC Gliders Club (non-passenger aircrafts) for several years. The club members access the property via the driveway and utilize the airspace, a shipping container and small shed for their storage and operations. Jefferson Land Trust will renew the lease through mid-2025 or until whenever the property is sold to the selected farmer. The next farmer has the choice of whether to renew the lease with the club or not.

Conservation Easement Information:

The entire property will be subject to an agricultural conservation easement held by Jefferson Land Trust that runs with the land in perpetuity. This means that the property will always be available for agricultural use. Under the terms of the easement the property cannot be subdivided and will also retain one development right (there are no home structures on site at this time). Future residential and nonagricultural structures and improvements will be limited to a 1.8-acre building envelope in the NE corner of the property.



The conservation easement also protects a 3.5-acre Wetland Conservation Zone (WCZ) in the northwest portion of the property. Jefferson Land Trust will retain a 20-year right to access and enhance the wetland habitat values in the WCZ. Agricultural cultivation is not permitted in the WCZ.

Below is a general overview of permitted and prohibited uses of the property once the conservation easement is in place. This overview is not comprehensive, and you will have the opportunity to review the full 41-page conservation easement after it is recorded in February 2025. Jefferson Land Trust stewardship staff will work with the next landowner to develop a stewardship plan that aligns their farm plan with the terms of the conservation easement.

General terms:

- The water right must remain active.
- Impervious surfaces (pavement, foundations, gravel, driveways, roofed infrastructure, etc.) are limited to 3% of the total property acreage. Hoop houses are not considered impervious surfaces.

Permitted Uses:

- Agricultural and habitat-enhancing activities.
- Agricultural businesses and accessory uses.
- Development and use of the one remaining development right, according to current county code. This currently includes a residence, accessory dwelling unit, and farmworker housing according to Jefferson County Code 18.20.030. The number of bedrooms desired determines the septic system size within the building envelope. Please conduct your own research related to your proposal, using [Jefferson County's Department of Community Development](#) (link) resources.

Prohibited Uses:

- Subdividing the property (all three tax parcels will remain as one property forever).
- Impervious surfaces outside of the building envelope (except for necessary agricultural structures).

Requirements for Proposal:

To submit a full proposal for consideration by the selection committee, please provide the following information in a combination of narrative format and attached documents on or before **Sunday February 23, 2025**. Submitting all materials as one PDF document is preferred.

1. Please describe why you are seeking this opportunity.
2. Reflecting on your lived experiences and what has impacted and made you who you are, how will the opportunity to purchase and farm the NBVF property be significant and meaningful to you? How do you imagine your land

stewardship and farm business plan will contribute to the local community? What do you hope will be the legacy of your endeavors in 20+ years?

3. Description of your whole farm plan. Please be sure to address:
 - a. Description of the products you intend to produce.
 - b. Simple site plan sketch (suggested, but not required).
4. Provide a business plan for the farm, and if relevant, how it relates to any other farm operation you have. Please be sure to include:
 - a. Your relevant experience or what makes you prepared to accomplish your plan.
 - b. Your proposed business and land ownership structure. Does this business plan include other farm operations you're currently engaged in? Are multiple businesses engaged on this property?
 - c. Market analysis
 - d. Describe where you plan to market your products. What percentage will be local sales and what percentage wholesale?
 - e. Address: product, price, place, promotion, and competition.
 - f. SWOT analysis (optional)
5. Provide documentation to demonstrate the financial feasibility of your proposal. Please be sure to include:
 - a. For groups applying, indicate your organizational structure and who would be on the land title and financing.
 - b. A three-year expense projection including financing and servicing anticipated debt. Describe on- and off-farm income.
 - c. A property acquisition budget and capital budget.
 - d. Describe who or which entities are financing the purchase. Please try to provide letter(s) of pre-approval for your financing plans. Lenders should be notified that there will be a permanent agricultural conservation easement placed on the property prior to sale.
6. Describe your approach to land stewardship. Please be sure to address:
 - a. How you plan to enhance the conservation values of the property over time.
 - b. Best management practices (BMPs) that you will utilize on this property in relation to your whole farm plan. Please be specific (i.e. if you use the term "regenerative", describe which management actions you plan to use that make your farm plan regenerative).
7. Any other information that you think is important for us to consider. This could include press regarding your past agricultural operations, awards, or reflections on personal and professional accomplishments.
8. Provide up to three references (name, phone and/or email); agricultural-related references are helpful.

The volunteer selection committee will rank each proposal using the Ranking Criteria (Attached). Top proposals may be invited for a virtual interview with the selection committee in mid March 2025 followed by the selection of the buyer(s) after all

interviews are conducted. Any needs for language translation during interviews will be accommodated.




Please email or mail your proposal materials to:

North Beaver Valley Farmland Selection Committee



Technical Assistance Resources:

Business Advising

- Economic Development Council Team Jefferson – [visit their website](#) (link).
- Center for Inclusive Entrepreneurship (Olympic Peninsula Region) –
 or 
- Small Business Development Center (Olympic Peninsula) –


Financing & Loans

- Craft3, Regional non-profit lender – www.craft3.org
- LION (Local Investing Opportunities Network)- lion.opportunity@l2020.org
- [USDA Loans](#) (link) for Beginning Farmers and Ranchers
- AgWest Farm Credit - contact Leslie Sanford leslie.sanford@AgWestFC.com
- USDA Farm Service Agency, [Farm Loans](#) (link)

Additional Resources to Explore:

For questions about the property or the conservation easement, please contact Jefferson Land Trust: info@saveland.org.


Funding for this opportunity comes in part from: the [Farm Protection & Affordability Investment](#) program and the [Farmland Protection and Land Access](#) program.

[USDA Resources](#) (link) for Historically Underserved Farmers & Ranchers.

Jefferson LandWorks Collaborative, a network of partners working to make local working lands productive and profitable. Contact info@jeffersonlandworks.org or visit www.jeffersonlandworks.org.

WSU-Extension Jefferson County, Small Farms resources. Contact 



Jefferson County Conservation District, Farm and Natural Resource conservation plans. Contact 

Port Townsend Food Co-op, market demands. Contact Deb Shortess,
deb@foodcoop.coop

Chimacum Corner Farmstand, market demands. Contact [REDACTED]
[REDACTED]



North Beaver Valley Farmland CE Stewardship Zones



Appendix H

Restrictive Covenant

This is the restrictive covenant we used to limit the annual appreciation value of the North Beaver Valley Farmland property and its infrastructure. It requires that the property be actively farmed and gives Jefferson Land Trust the right of first refusal so that we can choose to be part of selecting the next farmer-buyer in the future. This restrictive covenant was drafted by Jefferson Land Trust with the help of a regional attorney and is based on Groundwork Solutions Network's 2021 Declaration of Affordability Covenants with Use, Refinance, and Resale Restrictions and Purchase Option.

AFTER RECORDING RETURN TO:

DECLARATION OF RESTRICTIVE COVENANT WITH RESALE RESTRICTIONS

Grantor: JLT Resources LLC, a Washington limited liability company
Grantee: Jefferson Land Trust, a Washington non-profit corporation
Legal Description (Abbreviated):

[See Exhibit A for a full legal description]

Tax Parcel No:

Reference No. _____ *[Insert Recording Number of Conservation Easement]*

JLT RESOURCES LLC, a Washington limited liability company ("**JLTR LLC**") and wholly owned subsidiary of the JEFFERSON LAND TRUST, a Washington non-profit corporation (the "**Land Trust**") for itself and on behalf of all future owners of the Farm (a "**Farmer**") hereby encumber the real property described on attached Exhibit A (the "**Farm**"), having an address of _____ with this Declaration of Restrictive Covenant with Resale Restrictions (this "**Declaration**") as of this _____ day of _____, 20____ (the "**Effective Date**") for the benefit of the Land Trust and its successors and assigns.

RECITALS

A. The Land Trust is a community land trust organized exclusively for charitable purposes, including preserving land in Jefferson County, Washington, for agricultural and habitat conservation purposes.

B. The Land Trust operates a program to preserve the long-term affordability of agricultural and habitat conservation land while providing farmers an opportunity for secure access to farmland and to generate intergenerational wealth through farm ownership (the "**Program**").

C. The purpose of this Declaration is to subject the Farm to Program restrictions to ensure the Farm is actively used by the Farmer for agricultural purposes in a manner that preserves the long term affordability of the Farm to future owners while preserving the Farmer's ability to earn a reasonable return on their investment. Such restrictions include an affirmative obligation to actively use the Farm for agricultural purposes and a restriction of the price at which the Farm may be sold.

D. Acquisition of the Farm by the Farmer and/or its successors and assigns is contingent on compliance with this Declaration. These obligations run with the land and bind

Farmer and all future owners of the Farm. As used herein, the term “**Farmer**” shall mean the entity or individual(s) that acquire the Farm from JLTR LLC and each and every owner of the Farm thereafter during the Term of this Declaration.

ARTICLE I.

MAXIMUM RESALE PRICE; COVENANT TO FARM; DEFINITIONS

Section 1.01 Maximum Resale Price. The Farm shall not be Transferred for an amount exceeding the Maximum Resale Price during the Term of this Declaration. This restriction limits the equity the Farmer may accrue in the Farm. It is intended to preserve the affordability of the Farm for all future Farmers and preserve the public and private resources invested by the Land Trust to acquire and preserve the Farm. The Maximum Resale Price is an aggregate limit. Funds received by a Farmer during its ownership of the Farm due to any event of Transfer (as defined below) may not exceed the Maximum Resale Price.

Section 1.02 Affirmative Covenant to Farm. Farmer shall through direct management and oversight actively use the Farm for Agricultural Use in a manner that generates sufficient income to pay, at a minimum, all applicable real property taxes, insurance premiums, labor, materials, and other expenses required or deemed necessary by Farmer to actively operate the Farm and to otherwise comply with the Jefferson County, Washington, income requirements for maintaining the Farm in an open space/agriculture use tax designation in effect on the Effective Date of this Declaration. The Land Trust reserves the right to adopt replacement income requirements if Jefferson County, Washington, terminates or otherwise materially alters those income requirements in a manner that is inconsistent with the purposes of this Declaration. Nothing in this Section shall prohibit the Farmer from entering short term leases for all or any portion of the Farm provided such leases are restricted to Agricultural Use and otherwise in compliance with this Declaration, the Conservation Easement, and Program requirements.

Section 1.03 Definitions. As used in this Declaration, the following terms have the meanings given:

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

RCW 36.70A.177(3)(b), that are related to the permitted Agricultural Use of the Farm, that maintain the primacy of, and are subordinate to, the farmland character and use of the Farm, that are compatible with the Agricultural Conservation Values as defined in the Conservation Easement, and that provide supplemental income.

"Base Price" shall mean the original purchase price or total consideration paid by the Farmer to acquire the Farm. The Base Price shall not include any interest or points paid or payable on debt incurred by the Farmer to acquire or improve the Farm.

"Capital Improvements Credit" shall mean the credit, if any, due the Farmer under Section 3.04 of this Declaration for Qualified Capital Improvements.

"Conservation Easement" shall mean the Grant Deed of Agricultural Conservation Easement encumbering the Farm dated _____ and recorded in the official records of Jefferson County, Washington, under Recording No. _____ and any subsequent amendments.

"CPI" shall mean the Consumer Price Index, all Urban Consumers, for the Seattle/Tacoma SMSA, published by the United States Department of Labor, Bureau of Labor Statistics. If the method of computing the CPI is changed by the United States Department of Labor, Bureau of Labor Statistics ("Labor Department") after the initial CPI is established, the beginning index and the adjusted index shall be converted in accordance with the conversion factor published by the Labor Department. If the CPI is discontinued or revised without a published conversion factor, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the CPI had not been discontinued or revised.

"Excess Proceeds" shall mean all net proceeds of any Transfer of the Farm that exceed the amount of proceeds that the Farmer would have received if the Farm had been sold for the Maximum Resale Price.

"Maximum Resale Price" shall mean the Base Price *plus* an annual increase of 1.5% of the Base Price (without compounding), *plus* any applicable Capital Improvements Credit, *plus* any sales commission and other typical selling expenses actually incurred by Farmer to sell the Farm including, without limitation, real estate excise tax, escrow fees, and recording fees.

"Qualified Capital Improvements" shall mean the following improvements constructed on the Farm in compliance with the requirements of Section 3.04 below: residential improvements that house the Farmer and/or farmworkers, one or more barns, garages, or other permanent structures actively used to support agriculture activities on the Farm, one or more wells, permanent irrigation infrastructure, new or improved driveways or roads within the Farm, and any other capital improvements approved by the Land Trust in writing prior to construction of such improvement. For clarity, the following do not constitute Qualified Capital Improvements: soil amendments or improvements, equipment, personal property or vehicles, non-permanent irrigation infrastructure, or any pre-existing improvements present on the Farm when acquired by the Farmer.

"Transfer" or **"Transferred"** shall mean the sale, transfer, foreclosure, encumbrance, taking by eminent domain, or other conveyance of the Farm or any interest therein except

short term tenant leases consistent with Program requirements and financing of Qualified Capital Improvements if approved by the Land Trust.

ARTICLE 2

TERM; OPTION TO EXTEND; EXCESS PROCEEDS

Section 2.01. Term of Declaration is Ninety-Nine Years. This Declaration shall remain in full force and effect for Ninety-Nine years after the Effective Date (the “Term”).

Section 2.02 Option to Extend Term. Farmer shall have the right to extend the original Term of this Declaration for an additional ninety-nine year period in accordance with this Section 2.02. Not later than twelve (12) months prior to the expiration of the original Term, Farmer shall deliver written notice to Land Trust of its election to (i) extend the Term for a second ninety-nine year term, or (ii) pay the Land Trust all Excess Proceeds that would be received by the Farmer if the Farmer, upon expiration of the original Term, were to sell the Farm unencumbered by this Declaration to a third party in a bona fide arm’s length transaction based on a fair market valuation of the Farm prepared by a duly licensed appraiser based on analysis and comparison of comparable properties but disregarding all of the restrictions of this Declaration (an “**Appraisal**”). If Farmer elects to extend the Term, such extension shall be documented in a written amendment to this Declaration signed by Land Trust and Farmer and recorded in the official records of Jefferson County, Washington, no later than six (6) months prior to the expiration of the original Term. If an amendment extending the Term is not recorded by such deadline, then the Farmer will be deemed to have elected to pay the Excess Proceeds to the Land Trust on or before the last day of the original Term. The Land Trust shall promptly record a release of this Declaration upon receipt of Excess Proceeds paid under this Section 2.02.

Section 2.03 Calculation of Excess Proceeds. Any Excess Proceeds due to Land Trust under this Declaration if the Term is not renewed or if there is any involuntary sale (e.g. an event of foreclosure, bankruptcy, condemnation, etc.) shall be calculated and paid as follows:

- i. The Land Trust shall, at its sole cost and expense, obtain an Appraisal of the Farm to determine the fair market value;
- ii. The Land Trust will calculate the Maximum Resale Price;
- iii. The Land Trust will calculate Excess Proceeds by subtracting the Maximum Resale Price from the fair market value of the Farm, as determined by the Appraisal; and
 - A. If the calculation in subparagraph 2.03(iii) results in a negative number (in other words, if the Maximum Resale Price is higher than the fair market value set forth in the Appraisal), then no Excess Proceeds will be owed to the Land Trust in connection with that transaction.
 - B. If calculation in subparagraph 2.03(iii) results in a positive number (in other words, if the Maximum Resale Price is lower than the fair market value set forth in the Appraisal), then the Farmer shall pay the Excess Proceeds to the Land Trust within 90 days after receiving the Land Trust’s calculation.

ARTICLE 3.

TRANSFER OF THE FARM

Section 3.01 Notice of Transfers. Farmer shall notify the Land Trust in writing at least ninety (90) days prior to any Transfer of the Farm. Such notice shall include the name and contact information of the buyer, lender and/or escrow officer handling the Transfer.

Section 3.02 Option to Purchase. Land Trust reserves the option to purchase the Farm pursuant to the provisions of attached **Exhibit B** (the "**Option**") in the event of a Transfer. The Option is granted as an integral part of this Declaration. The Option constitutes a restriction that runs with the land and is binding even in the event of a foreclosure. The intent of the Option is to preserve the Agricultural Use of the Farm during the Term of this Declaration and prevent any Transfer of the Farm on terms that would preclude its future affordability to future Farmers.

Section 3.03 Maximum Resale Price. So long as this Declaration remains in effect, the Farm shall not be sold for a price that exceeds the Maximum Resale Price.

Section 3.04 Capital Improvements Credit. The Farmer is authorized to make capital improvements to the Farm including without limitation construction of residential improvements to house the Farmer and/or farmworkers provided the improvements are consistent with the requirements of this Declaration and the Conservation Easement and the Land Trust has approved the improvements, acting reasonably and not to be unreasonably denied, before construction has commenced. The Farmer may receive a credit (a "**Capital Improvements Credit**") on Transfer of the Farm to reimburse Farmer for third party costs incurred by such Farmer to construct or install Qualified Capital Improvements during its ownership of the Farm, provided (i) at least sixty (60) days prior to the commencement of construction, the Farmer submits an itemized list to the Land Trust of third party costs budgeted for which credit is sought including costs related to design, materials, services, labor, and permit fees, (ii) the Land Trust notifies the Farmer in writing that a Capital Improvements Credit has been approved and the amount of such approval, and (iii) the Farmer submits a final cost certification in form required by the Land Trust with supporting documentation to establish the actual cost incurred to construct the Qualified Capital Improvements. No credit shall be due for improvements that were constructed without proper permits or otherwise in violation of applicable laws, ordinances, regulations, covenants, or restrictions or without Land Trust consent. No credit shall be provided for improvements destroyed or impaired by a fire or other casualty unless rebuilt or repaired by the Farmer at its cost (or with insurance proceeds actually used for such purpose) to substantially the same condition as existed before such casualty. If the Farmer desires to replace such improvements with updated or expanded improvements, the Land Trust shall reasonably consider a request by the Farmer to adjust the Capital Improvements Credit to reflect the additional value provided by such updated or expanded improvements. Prior to assessing the availability of the credit, the Land Trust may request additional information from the Farmer provided it is requested no later than 30 days after receipt of the Farmer's request for credit approval. The Land Trust shall inform the Farmer of its decision to approve all or a portion of the requested Capital Improvements Credit, within 60 days after receipt of all requested information from the Farmer. If the Land Trust consents to a requested Capital Improvements Credit, the Land Trust shall inform the Farmer of the value to be ascribed to the Capital Improvements or the method to be employed to determine

such value at resale, including application of depreciation rates, which may result in a Capital Improvements Credit less than the actual cost of the Qualified Capital Improvements.

Notwithstanding the forgoing, for purposes of calculating the Capital Improvements Credit, the actual cost of the Qualified Capital Improvements (as certified in the final cost certification) shall be adjusted based on the change in the CPI between the date of the final cost certification (the "Beginning Index") and the date the Capital Improvements Credit is calculated (the "Adjusted Index"). By way of example, if the original cost of Qualified Capital Improvements was \$200,000 and the Index increased 15% between the date of the Beginning Index and the date of the Adjusted Index, then the adjusted cost of such improvements for purposes of calculating the credit would be \$230,000 or $(\$200,000 \times [1 + 0.15])$.

Section 3.05 Distribution of Transfer Proceeds. The proceeds of any Transfer of the Farm shall be distributed as follows: First to satisfy any applicable mortgages in order of priority, second to pay any amounts that may be due the Land Trust hereunder or under the Conservation Easement or other document recorded against the Farm in favor of the Land Trust, third to pay taxes and any statutory or municipal fees then due and payable, fourth to the Land Trust to pay Excess Proceeds if any are due, and fifth to the Farmer.

Section 3.06 No Promises Made as to Future Sales. Nothing in this Declaration constitutes a promise, commitment or guarantee by the Land Trust that upon resale the Farmer shall actually receive the Maximum Resale Price for the Farm or any other price for the Farm.

Section 3.07 Payment in Event of Foreclosure. Farmer and Land Trust recognize that it would be contrary to the purposes of this Declaration if Farmer could receive more than the Maximum Resale Price as the result of the foreclosure of a mortgage. Therefore, Farmer hereby irrevocably assigns to Land Trust all net proceeds of any sale (or deed in lieu of foreclosure) of the Farm that would otherwise have been payable to Farmer under RCW 61.24.080 and that exceed the amount of net proceeds that Farmer would have received if the Farm had been sold for the Maximum Resale Price. The individual or entity conducting any sale is hereby authorized to pay such Excess Proceeds directly to Land Trust. If, for any reason, such Excess Proceeds are paid to Farmer, Farmer shall hold such Excess Proceeds in trust for the benefit of the Land Trust, such Excess Proceeds shall not be subject to the claims of Farmer's creditors, and Farmer shall promptly pay such Excess Proceeds to the Land Trust.

ARTICLE 4

LATE PAYMENTS; LIEN FOR UNPAID AMOUNTS; INSURANCE

Section 4.01 Default Interest. If the Land Trust has not received any amounts due under this Declaration on or before the required date (the "**Due Date**"), the Land Trust may require the Farmer to pay interest on the unpaid amount from the Due Date through and including the date such payment is received by the Land Trust, at a rate not to exceed twelve (12%) per annum or the maximum amount permitted by law, whichever is less. Such interest shall be deemed an additional fee of the Program and shall be paid by the Farmer to the Land Trust upon demand.

Section 4.02 Land Trust Can Collect Unpaid Amounts When Farm Is Sold. If any amount due the Land Trust from the Farmer under this Declaration or under any other document including the Conservation Easement, remain unpaid when the Farm is Transferred such as and including any Excess Proceeds, interest payable under Section 4.01, and/or any fees, charges or other liabilities incurred by the Land Trust to enforce this Declaration, the outstanding amount, including any interest (the "**Unpaid Amounts**") shall be paid to the Land Trust out of any proceeds from the

Transfer that would otherwise be due to the Farmer. The Farmer hereby grants to the Land Trust a lien upon the Farm for such Unpaid Amounts. Such lien shall be prior to all other liens and encumbrances on the Farm except liens and encumbrances recorded before the recording of this Declaration and liens for real property taxes and other governmental assessments or charges against the Farm.

Section 4.03 Insurance Requirements. Farmer shall maintain, at its cost, commercial general liability insurance in an amount specified by the Land Trust, acting reasonably, and property/casualty insurance (replacement value) for any improvements located or thereafter constructed on the Farm. All insurance shall name the Land Trust as an additional insured and shall not be cancelled or modified without thirty (30) days prior written notice to the Land Trust. Current certificates of insurance shall be delivered to the Land Trust at least thirty (30) days before any policy expires.

ARTICLE 5.

ANNUAL MEETING REQUIREMENT

Section 5.01 Land Trust Has a Right to Conduct Annual Meetings with the Farmer. The Land Trust shall have the right to conduct annual meetings with the Farmer at the Farm or via mutually convenient electronic means to assess compliance with the active Agricultural Use covenant in Section 1.02 above (including obtaining a written certification of such use), to confirm required insurance renewals, to collect proof that taxes and assessments have been paid, to confirm construction of Qualified Capital Improvements for which Capital Improvements Credit has been sought and to address any other Program requirements. The Farmer will cooperate with the Land Trust in scheduling and attending these meetings and will provide Land Trust with information reasonably related to the Farmer's compliance with this Declaration including without limitation a copy of Farmer's federal income tax return for the previous tax year including a copy of Schedule F (Farm Income) or such other form or schedule as is then required by the Internal Revenue Service for reporting farm income, insurance certificates, construction permits and all required certificates of occupancy. The Land Trust may opt to request such information from the Farmer by phone, mail, email, or some other method instead of conducting an in-person (or electronically facilitated) meeting, and the Farmer will then promptly provide the Land Trust with the requested information using the alternative method. Unless the Land Trust approves a longer period in writing, failure to meet and/or provide the requested information within thirty (30) calendar days of Land Trust's request shall constitute a default under this Declaration.

Section 5.02 Land Trust's Successors and Assigns. The Land Trust may from time to time designate a successor or assignee to its rights under this Declaration and may appoint one or more agents to enforce this Declaration on its behalf including without limitation conducting the annual meeting described in Section 5.01.

ARTICLE 6.

TAKING FOR PUBLIC USE

Section 6.01 What Happens if Some or All of the Farm Is Taken for Public Use.

(a) If all of the Farm is taken by eminent domain or otherwise for public purposes, or if so much of the Farm is taken that the Farm is lost or damaged beyond repair, this Declaration shall terminate as of the date when Farmer is required to give up possession of the Farm, provided, however, that any Excess Proceeds arising from eminent domain or other public use proceedings shall be paid to the Land Trust.

(b) In the event of a taking of a portion of the Farm that results in damage to the Farm that can reasonably be restored to an agricultural or conservation use consistent with the Conservation Easement and this Declaration, then this Declaration shall remain in full force and effect and Farmer shall restore the Farm to an Agricultural Use consistent with the requirements of the Conservation Easement and this Declaration.

ARTICLE 7. ENFORCEMENT

Section 7.01 What Happens if Farmer Fails to Make Required Payments to Land Trust. It shall be an event of default if the Farmer sells the Farm for an amount exceeding the Maximum Resale Price or fails to pay any Excess Proceeds, or any other amounts when due under this Declaration. There are no cure periods for a payment default and the Land Trust shall be entitled to exercise the rights and remedies under Section 7.04 for any such violation immediately upon notice of such violation being given by the Land Trust to the Farmer. All such defaults, and the resulting remedies of Land Trust, shall survive the Transfer of the Farm.

Section 7.02 What Happens if Farmer Violates Other (Nonmonetary) Terms of the Declaration. It shall be an event of default if the Farmer fails to abide by any other requirement or restriction stated in this Declaration, and/or any other document of record encumbering the Farm, and such failure is not cured by the Farmer within 60 days after notice of such failure is given by the Land Trust to the Farmer. The Land Trust may in its sole discretion extend the cure period but only by written notice signed by the executive director of the Land Trust. Notwithstanding the foregoing, the Farmer shall not be entitled to a cure period for any violation described in Section 7.01 above.

Section 7.03 What Happens if Farmer Defaults as a Result of Judicial Process. It shall be an event of default if the Farm is taken on execution or by other process of law, or if any assignment is made of the Farm for the benefit of creditors, or if a receiver, trustee in involuntary bankruptcy or other similar officer is appointed to take charge of any substantial part of the Farm by a court of competent jurisdiction, or if a petition is filed for the reorganization of Farmer under any provisions of the Bankruptcy Act now or hereafter enacted, or if Farmer files a petition for such reorganization, or for arrangements under any provision of the Bankruptcy Act now or hereafter enacted and providing a plan for a debtor to settle, satisfy or extend the time for payment of debts.

Section 7.04 Remedies Available to the Land Trust in the Event of Default. Upon the occurrence of an event of default that continues beyond any applicable cure period, the Land Trust shall have the right, in addition to all other rights and remedies provided at law or in equity, at the Land Trust's sole discretion and without further notice or demand of any kind, to take any one or more of the following actions:

(a) The right to enforce this Declaration independently by appropriate legal proceedings and to obtain injunctive and other appropriate relief on account of any violations, which right shall be in addition to, and not in limitation of, any other rights and remedies available to the Land Trust.

(b) Without limitation of any other rights or remedies available to the Land Trust, the following rights for any Transfer of the Farm in violation of the provisions of this Declaration:

- (i) specific performance of the provisions of this Declaration;
- (ii) money damages for Excess Proceeds and Unpaid Amounts, if applicable; and
- (iii) the right to void any contract for sale or any sale, conveyance or other Transfer of the Farm in violation of the provisions of this Declaration, by an action in equity to enforce this Declaration.

In addition to the foregoing, the Farmer shall pay all fees and expenses (including legal fees and expenses) of the Land Trust if the Land Trust is the prevailing party in any enforcement action. By acquiring the Farm subject to this Declaration, the Farmer grants the Land Trust the right to take all actions with respect to the Farm which the Land Trust may determine to be necessary or appropriate pursuant to applicable law, court order, or the consent of the Farmer to prevent, remedy or abate any violation of this Declaration.

Section 7.05 What Happens if the Land Trust Defaults. The Land Trust shall not be in default in the performance of any of its obligations under this Declaration unless and until the Land Trust has failed to perform such obligations for 60 days, or such additional time as is reasonably required to correct any default, after written notice is delivered by the Farmer to the Land Trust describing with specificity the obligations the Land Trust has failed to perform and the action Farmer believes is necessary to correct such failures. If the Land Trust fails to correct such default, Farmer's remedy shall be limited to an action for specific performance. Under no circumstances shall Land Trust be liable for damages to Farmer.

ARTICLE 8.

MEDIATION

Section 8.01 Nothing in this Declaration shall be construed as preventing the Farmer and the Land Trust from utilizing any process of mediation in which the parties agree to engage for the purpose of resolving a dispute.

Section 8.02 Farmer and Land Trust shall each pay one half (50%) of the cost of the mediator hired to mediate any dispute between the parties.

ARTICLE 9.

NOTICES AND OTHER PROVISIONS

Section 9.01 Notices. Whenever this Declaration requires either party to give notice to the other, the notice shall be given in writing and delivered in person or mailed, by certified or registered mail, return receipt requested, to the party at the address set forth below, or such other address designated by like written notice. Notice by email transmission is also allowed if the recipient of such email acknowledges receipt in writing (automated out of office replies do not constitute receipt for this purpose). The following addresses shall be used for such notices or

correspondence or such other address as a party may from time to time direct by notice given in accordance with this Section:

If to Land Trust:

Address:

Phone:

E-mail:

Attn: Executive Director

If to Farmer:

Address:

Phone:

E-mail:

All notices, demands and requests shall be effective upon being deposited in the United States Mail or, in the case of personal delivery, upon actual receipt. For email transmissions, notice shall be deemed given when the recipient acknowledges receipt of the email transmission.

Section 9.02 Severability. If any part of this Declaration is unenforceable or invalid, such material shall be read out of this Declaration and shall not affect the validity of any other part of this Declaration or give rise to any cause of action of Farmer or Land Trust against the other, and the remainder of this Declaration shall be valid and enforced to the fullest extent permitted by law.

Section 9.03 Waiver.

(a) The waiver by Land Trust at any time of any requirement or restriction in this Declaration, or the failure of Land Trust to take action with respect to any breach of any such requirement or restriction, shall not be deemed to be a waiver of such requirement or restriction with regard to any subsequent breach of such requirement or restriction, or of any other requirement or restriction in the Declaration. Land Trust may grant waivers in the terms of this Declaration, but such waivers must be in writing, signed by the Executive Director of the Land Trust, and recorded in the official records of Jefferson County, Washington, before being effective.

(b) The subsequent acceptance by Land Trust of any late payments or late performance shall not be deemed to be a waiver of any preceding breach by Farmer of any requirement or restriction in this Declaration, other than the failure of the Farmer to make the particular payment or perform the non-monetary obligation so accepted, regardless of the Land Trust's knowledge of such preceding breach at the time of acceptance of such payment or late performance.

Section 9.04 Headings. The headings and subheadings in this Declaration are for convenience only, and are not a part of this Declaration and do not in any way limit or amplify the terms or conditions of this Declaration.

Section 9.05 Parties and Successors Bound. This Declaration sets forth the entire agreement between Land Trust and JLTR LLC with respect to the subject matter of this Declaration; it is binding upon and inures to the benefit of JLTR LLC, the Land Trust, and their respective successors and assigns including all future Farmers. This Declaration is not a mere

“personal covenant” limited to JLTR LLC. This Declaration shall be binding upon any party taking ownership of the Farm, or any portion thereof, at any time including subsequent to the foreclosure of any mortgage or deed of trust, and shall continue as a servitude running with the Farm.

Section 9.06 Governing Law. This Declaration shall be interpreted in accordance with and governed by the laws of the State of Washington. The language in all parts of this Declaration shall be, in all cases, construed according to its fair meaning and not strictly for or against Land Trust or Farmer.

Section 9.07 Rights and Obligations Upon Transfer. A party’s rights and obligations under this Declaration shall terminate upon Transfer of the party’s interest in the Farm or this Declaration, as the case may be, except liability for acts or omissions by such party occurring prior to Transfer which shall survive including, without obligation, the requirement to pay any Excess Proceeds if due.

Section 9.08 Counterparts. The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

Section 9.09 Recitals. The Parties agree that the terms and recitals set forth in this Declaration are material to this Declaration, and that each Party has relied on the material nature of such terms and recitals in entering into this Declaration. Each term and recital set forth in the Recitals hereof is fully incorporated into this Easement.

Section 9.10 Amendments. This Declaration may not be altered or amended except by written amendment executed by the Executive Director of the Land Trust or its successor or assigns, and recorded in the official records of Jefferson County, Washington.

Section 9.11 No Merger. This Declaration shall burden the Farm without merger as a result of any future ownership of the Farm by the Land Trust. Upon any conveyance of the Farm to a Farmer, neither the Land Trust nor the Farmer acquiring the Farm shall need to execute additional documentation to evidence the existence of this Declaration. The Declaration shall relate back to and shall be deemed to have been created as of the date of recording in the official records of Jefferson County, Washington.

IN WITNESS WHEREOF, JLTR LLC has caused this Declaration to be executed as of the Effective Date.

Dated: _____

JLT RESOURCES, LLC, a
Washington limited liability company

By: _____

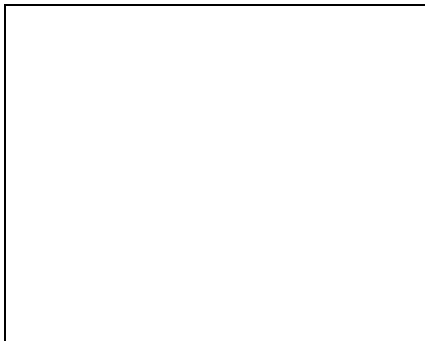
Name: _____

Its: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF JEFFERSON)

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

Dated: _____



(Use this space for notarial stamp/seal)

Notary Public
Print Name _____
My commission expires _____

REMAINDER OF PAGE IS INTENTIONALLY BLANK; ADDITIONAL SIGNATURE PAGE
FOLLOWS

IN WITNESS WHEREOF, Land Trust has caused this Declaration to be executed as of the Effective Date.

Dated: _____

JEFFERSON LAND TRUST, a
Washington non-profit corporation

By: _____

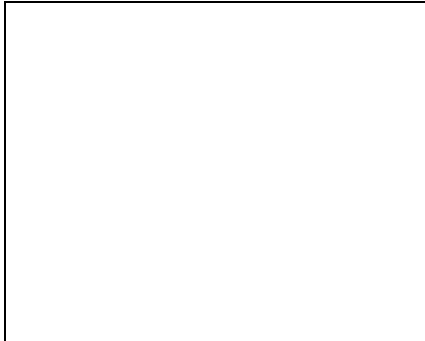
Name: _____

Its: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF JEFFERSON)

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

Dated: _____



(Use this space for notarial stamp/seal)

Notary Public
Print Name _____
My commission expires _____

EXHIBIT A

**Legal Description
of the Farm**

EXHIBIT B

OPTION TO PURCHASE FARM

A. **Triggering of Option.** The Land Trust shall have the right to exercise the Option upon the occurrence of either one of the two following events ("**Triggering Events**"): (1) Farmer desires to enter or has entered into a bona fide Purchase and Sale Agreement with a third party (the "**Purchase and Sale Agreement**") for the sale of the Farm a "**Proposed Sale**"; or (2) Farmer has failed to use the Farm for an Agricultural Use and failed to cure such default in accordance with the provisions of Section 7.02 of the Declaration ("**Failure to Cure**").

B. **Determination of Option Price.** The price for which Land Trust shall have the right to purchase the Farm (the "**Option Price**") shall be the lesser of the price stated in the Purchase and Sale Agreement (if Farmer has entered into such an agreement) or a price equal to the as-restricted fair market value of the Farm ("**As-Restricted Value**") determined by the Farmer's choice of one of the two methods described in subsection (1) or (2) this subsection B. If the Option has been triggered by a violation of the Agricultural Use covenant, the Option Price shall be the As-Restricted Value of the Farm as determined by the Land Trust's choice of one of the two methods described in subsection (1) or (2) of this subsection B:

1. **Appraisal Method:** An appraisal of the As-Restricted Value of the Farm, including all Qualified Capital Improvements thereon, shall be conducted by a duly licensed appraiser with experience in the appraisal of agricultural real estate situated in Jefferson County, Washington. Such appraisal shall be obtained and paid for by the party who elected to use the method of valuation described in this subsection (1)(the "**Appraisal Method**"). The appraisal shall be conducted by a market comparison of the Farm, including all Qualified Capital Improvements, with comparable properties recently purchased or leased for Agricultural Use such as would be permitted under the terms of this Declaration, and/or by such other appraisal methods as such appraiser finds appropriate for determining the As-Restricted Value of the Farm. In conducting such appraisal, the appraiser shall take into consideration all restrictions and requirements imposed by this Declaration, the Conservation Easement, and Option that may affect market value.

If the party that did not obtain the appraisal is not satisfied with the appraisal, such party may commission, at its cost, a second appraisal of the Farm in accordance with the provisions of the paragraph above by a duly licensed appraiser with experience in the appraisal of agricultural real estate in Jefferson County, Washington. If the value reported by such second appraisal is no more than ten percent (10%) higher or lower than the value reported by the first appraisal, the As-Restricted Value, for purposes of determining the Option Price, shall be the average of the two appraised values. If the second appraised value is more than ten percent (10%) higher or lower than the first appraised value, then Farmer's appraiser and Land Trust's appraiser shall together appoint a third duly licensed appraiser with experience in the appraisal of agricultural real estate in Jefferson County, Washington, who shall appraise the Farm according to the requirements of the paragraph above. The cost of the third appraisal shall be equally

borne by Land Trust and the Farmer. The value of the Farm determined by the third appraiser in such case shall be the As-Restricted Value for purposes of determining the Option Price.

2. Fixed Rate Method. Alternatively, the As-Restricted Value for purposes of determining the Option Price may be the Maximum Resale Price, as defined in and determined in accordance with the Declaration (the "**Fixed Rate Method**").

C. Procedures for Exercising Option. Upon the occurrence of a Triggering Event, the following procedures shall be followed.

1. If the Triggering Event is a Proposed Sale by the Farmer:

a. The Farmer shall give to the Land Trust a written notice of their intent to sell the Farm (the "**Intent to Sell Notice**"), to which shall be attached (a) a copy of the Purchase and Sale Agreement and (b) either a copy of an appraisal determining the As-Restricted Value of the Farm in accordance with the Appraisal Method above or Farmer's own calculation of As-Restricted Value by the Fixed Rate Method described in Section B(2) above.

b. If the Land Trust chooses to obtain a second appraisal in accordance with Section B(1) above, such appraisal shall be commissioned within 15 days of the Land Trust's receipt of the Intent to Sell Notice.

c. Land Trust shall notify Farmer in writing of its election to exercise the Option ("**Election to Exercise Notice**") or its waiver of the Option within 90 days of its receipt of the Intent to Sell Notice, or, in the event that multiple appraisals have been commissioned, within 60 days of its receipt of the final appraisal conducted in accordance with Section B(1) above.

2. If the Triggering Event is a Failure to Cure by Farmer:

a. Having given notice to Farmer of their failure to cure as required by Section 7.02 of the Declaration, the Land Trust may initiate the process of determining the Option Price by either obtaining an appraisal of the As-Restricted Value of the Farm in accordance with the Appraisal Method above or by calculating the Maximum Resale Price in accordance with the Fixed Rate Method above. Upon the completion of the calculation method elected, the Land Trust shall notify Farmer in writing that the Land Trust is reviewing its Option to Purchase (the "**Notice of Review**") and shall attach to said notice a copy of the Appraisal or the Maximum Resale Price calculation, as applicable.

b. If the Land Trust has selected the Appraisal Method for determining the As-Restricted Value, the Farmer may, within 15 days of the Farmer's receipt of the Notice of Review, either (i) notify Land Trust that they accept the result of the appraisal as representing the Option Price, or (ii) commission a second appraisal in accordance with the Appraisal Method above.

c. Within sixty (60) days of its receipt of Farmer's notice of acceptance of the appraisal under Section C(2)(b)(i) above or the conclusion of the Appraisal Method above, the Land Trust shall notify the Farmer in writing of its election to either exercise the Option by delivering the Election to Exercise Notice or to waive the Option.

D. Completion of Purchase. In the event that the Land Trust elects to exercise the Option and purchase the Farm or assign the Option to another party (the "**Assignee**"), the transaction shall be completed by the Farmer and the Land Trust or Assignee within 90 days of Farmer's receipt of the Election to Exercise Notice.

1. Land Trust may assign the Option at any time after giving the Election to Exercise Notice, provided that the Assignee, in the Land Trust's opinion, acting reasonably, will use the Farm for Agricultural Use in accordance with the terms of this Declaration. Such assignment shall be made in writing, with a copy delivered to the Farmer.

2. The deed delivered to the Land Trust or the Assignee upon completion of the transaction shall convey a marketable and clear title to the Farm free of all financial liens and subject only to those matters that encumbered title on the date the Farmer originally acquired the Farm and any other matters recorded against title with the prior written approval of the Land Trust. At such time, the Farm shall be in the same condition as it was at the time of the Election to Purchase Notice, reasonable wear and tear and use thereof excepted.

E. If Option Is Not Exercised. If Farmer has executed a Purchase and Sale Agreement with a third party, Farmer may sell the Farm to such third party only in the event that Land Trust (1) has declined or failed to exercise its Option in writing within the specified time period, or (2) having elected to exercise its Option, has failed to complete the purchase within the specified time period. All sales to a third party shall be subject to the Maximum Resale Price, Agricultural Use and other restrictions of the Declaration.

F. Transfers Exempt from Option. The obligations of the Farmer under an Option triggered by a Proposed Sale shall not apply where the proposed transfer of ownership will be a result of:

1. A gift for nominal consideration to the Farmer's spouse, parent, children or grandchildren (whether by blood, marriage or adoption), siblings and/or their children or grandchildren (whether by blood, marriage or adoption);

2. The devise (or conveyance) of the Farm by the will or intestacy of the Farmer; or

3. Any sale of the Farm to a business or operations partner of the Farmer who is physically engaged in the day-to-day agricultural operation of the Farm.

However, any subsequent transfer by a party acquiring the Farm under this Section F or Section E above shall again be subject to this Option it being the intent of the Farmer and the Land Trust that the Land Trust shall retain an Option for all subsequent sales of the Farm during the Term of the Declaration except those specifically described in Section F above.