

Applicant	Brendan McKown
Address	19732 128th Ave SE, Yelm, WA 98597
Location of Property	Yelm
Acres in Application	155.2
Parcel number(s)	22602210000, 22602210100, 22602220000, 22602220100

A. Site Characteristics & Context

The properties under consideration total 159.2 acres, 155.2 of which are proposed for the Open Space–Open Space Tax program. The property owner is applying for the classification of Farm and Agricultural Conservation Land, with no public access. A Grassland Reserve Program (GRP) conservation easement managed by Natural Resources Conservation Service (NRCS) exists on Parcels 22602210000 and 22602210100 (Easement No. 830546-10-100), making these parcels eligible for maximum reduction under the Public Benefit Rating System (PBRs).

The zoning of the majority of the McKown parcels (northern ~2/3) and the adjacent properties to the east is Long Term Agriculture (LTA); the southern ~1/3 of the properties and adjacent parcels to the north, west, and south is Rural Residential Resource 1 unit per 5 acres (RRR 1/5). The properties lie within the Nisqually water resource inventory area (WRIA 11), in the Nisqually basin and Nisqually River watershed, and are located near the eastern end of 128th Ave SE, east of Bald Hill Rd SE, and south of Cook Rd. SE outside of Yelm, WA (**Appendix A. Figure 2**).

The subject properties were formerly enrolled in the Farm and Agricultural Land classification administered by the Thurston County Assessor’s Office, with livestock grazing as the primary agricultural use on all parcels for approximately 100 years. Due to a reduction in farming activities the properties no longer meet the minimum income requirements to remain in the Assessor’s program. However, they do qualify for the Board’s Open Space-Open Space Tax program.

Four acres are subtracted from Open Space enrollment to account for 4 family residences and one residence footprint, shops, outbuildings, and a garage, some of which lie in within close proximity to one another (**Appendix A. Map 1; Photos 1-3**). Currently, minor livestock grazing and honey production activities occur onsite. Most of the landscape on the subject parcels consists of open pasture (**Appendix B. Photos 4-8**), with patchy forested areas on Parcels 22602210000 and 22602220100 which were historically included as livestock grazing and shelter areas (**Photo 9**). Mature Oregon white oak trees and a lake exist onsite (**Photos 4, 6, 10**), and Roosevelt elk, numerous bird species, and a variety of other wildlife regularly visit the properties.

Management Proposed: Farm and Agricultural Conservation

The applicants propose to graze the properties with their own goats, sheep, and alpacas as well as others' cattle, hay the properties where appropriate, and mow as needed to maintain open pasture. They will also continue to rear bees and produce honey. Proposed agricultural and maintenance activities in the land conservation plan include the following measures:

- Graze stock personal and others' livestock in pastures
- Hay pastures where appropriate to provide hay for personal livestock
- As necessary, mow pastures to control brush and grass height
- Maintain existing livestock fencing
- Allow limited grazing in forested areas to control underbrush
- Utilize rotational grazing and limit number of livestock to prevent soil erosion
- Monitor and remove invasive plants as needed

B. Public Benefit Rating System

1. *For which Priority Resources categories does the property qualify?*
 - Farm and Agricultural Conservation Lands (FACL).
2. *Which public access category has the property owner agreed to?*
 - No public access is proposed.
3. *Does a conservation easement or historic easement apply to the property?*
 - Yes, a conservation easement applies to two of the properties.
4. *Summary of Public Benefit rating:*

Category	Points	% Reduction	Total acres
Farm and Agricultural Conservation Land, Parcel 22602220000	3	50	16.95

Category	Points	% Reduction	Total acres
Farm and Agricultural Conservation Land, Parcel 22602210100	3	50	5

Category	Points	% Reduction	Total acres
Farm and Agricultural Conservation Land & GRP Conservation Easement Parcel 22602210000, maximum reduction awarded	3	90	105.16

Category	Points	% Reduction	Total acres
Farm and Agricultural Conservation Land & GRP Conservation Easement Parcel 22602220100, maximum reduction awarded	3	90	28.09

C. Considerations

1. Does the property meet the definition of open space?

Yes, the McKown properties appear to meet the definition of Open Space in accordance with the Farm and Agricultural Conservation Land priority resource category criteria.

- The properties were previously classified as Farm and Agricultural Land under the Assessor's program but no longer meets the criteria for continued classification. The owner has applied for reclassification as Farm and Agricultural Conservation Land after receiving a notification from the County Assessor that the land will be removed from agriculture classification for that reason.
- The properties contain suitable pastureland
- A Land Conservation Plan was provided which describes measures that will be taken to maintain and protect the properties for future commercial agricultural use, including periodic brush clearing and soil erosion control.

2. Any other factors relevant to the application in weighing the benefits to the public?

Providing a tax incentive program to limit the development of these properties will help to protect the agricultural land for future farming efforts in Thurston County. The management of the property as open space is consistent with other properties in the area. The classification of this land as open space and the subsequent tax relief to the landowner is also consistent with the county's initiatives to preserve open space, as described in Item 7 of the Thurston County Strategic Plan.

D. Finding

The McKown properties meet the criteria for enrollment under the Board's Farm and Agricultural Conservation Land priority resource category. Each parcel is eligible for 3 points and a 50% reduction under the Board's PBRS. Additionally, Parcels 22602220100 and 22602210000 are eligible for the maximum 90% reduction since they are included in a GRP conservation easement. This assessment is based on the following factors included in RCW 84.34 and in the Thurston County Open Space Program Guidelines:

- The properties were previously classified as "farm and agricultural land" under the Assessor's program, but no longer meets the criteria for continued classification, and the applicant has applied for reclassification as Farm and Agricultural Conservation Land after receiving notification of removal by the County Assessor.
- The landscape of the properties remains suitable for continued livestock grazing.

Thurston County Open Space Tax Program
2026-27 Application Process

- Supporting documents were submitted with the application materials, including a Land Conservation Plan showing measures that will be taken to maintain and protect the property for future commercial agricultural use.
- A conservation easement when combined with at least one priority resource results in maximum tax reduction, and verification of enrollment in the GRP easement has been provided.

Attachments: 1. Master Application and Open Space Application, which includes:
2. Land Conservation Plan
3. Site Map
4. Aerial photo
5. Conservation Easement

Appendix A. Site Maps



Figure 1. McKown Properties. Four acres are excluded for existing residential structures. The remaining structures are agricultural and do not require removal from classification.

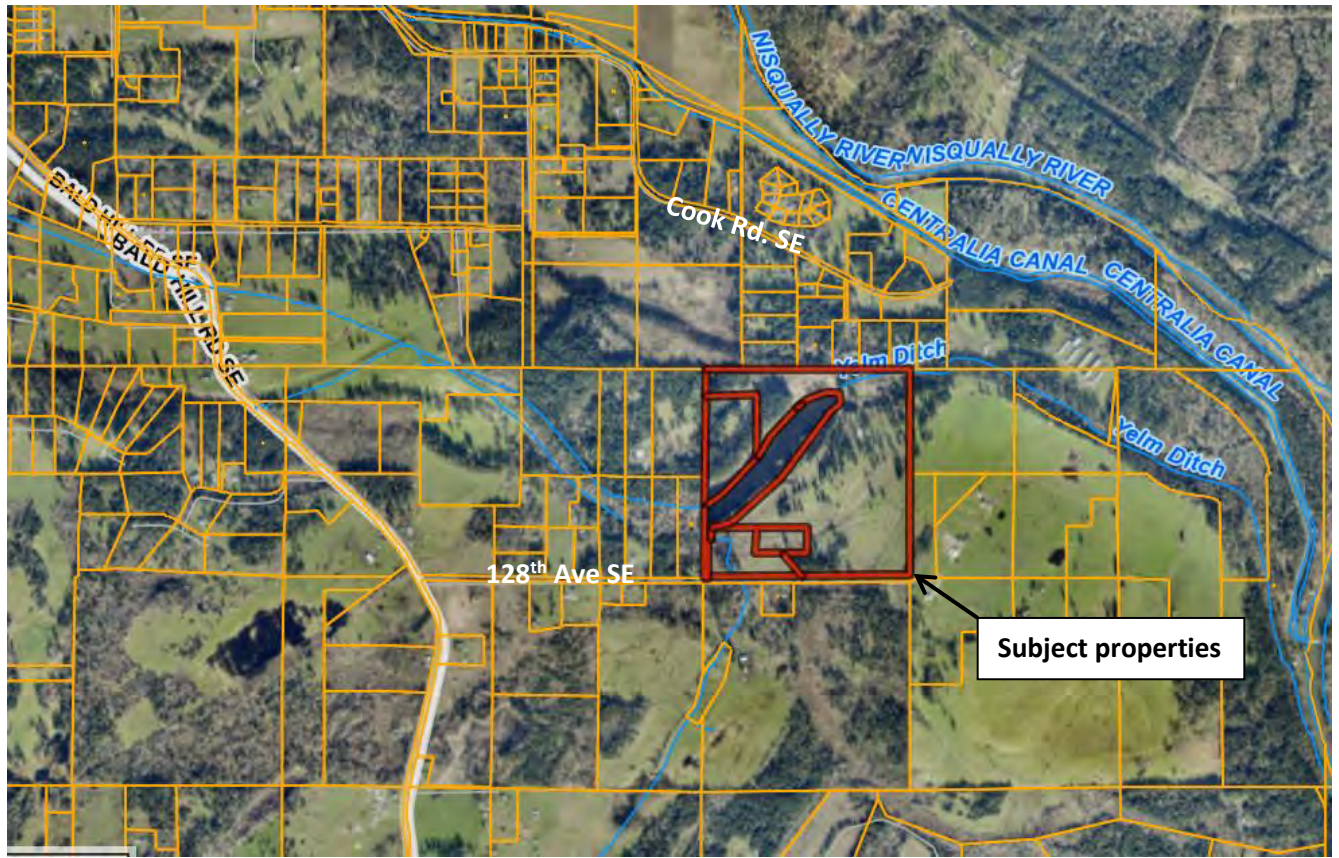


Figure 2. Zoomed out ariel view of the McKown parcels.

Appendix B. Site Photos



Photo 1. Residence excluded from application on Parcel 22602210000.



Photo 2. Cluster of Ag buildings and subtracted Residences, Parcels 22602210000 & 22602220100.



Photo 3. Foundation of upcoming residence excluded from enrollment acreage.



Photo 4. Open pasture and Oregon white oak tree, Parcel 22602210000.



Photo 5. Open pasture on NW portion of Parcel 22602210000.



Photo 6. Open pasture and Oregon white oak tree on 22602210100.

Thurston County Open Space Tax Program
2026-27 Application Process



Photo 7. Open pasture, NE portion of Parcel 22602210000.



Photo 8. Open pasture, Parcel 22602220100.



Photo 9. Example of forest understory, Parcel 22602210000.



Photo 10. Facing N. into lake on Parcel 22602220000.



Thurston County Planning Department

3000 Pacific Ave. SE, Suite 100
Olympia, WA 98501
(360)786-5490 / (360)754-2939 (Fax)
Email: permit@co.thurston.wa.us
<https://www.thurstoncountywa.gov>

OPEN SPACE CLASSIFICATION APPLICATION FOR CURRENT USE-BASED PROPERTY TAX ASSESSMENT

IMPORTANT: Please read the Instructions, Things to Know, and Eligibility Criteria sheets before completing this form.

Name(s) of Applicant(s) Brendan S. McKown

Mailing
Address

19726 128th Ave SE
Yelm, WA 98597

Day Phone Number(s) 360-529-1959

Tax Parcel Number(s) 22602210000, 22602210100, 22602220000, 22602220100

General Location of Property

Yelm, Washington

1. Legal Interest in Property:

☒ Owner ☐ Contract Purchaser ☐ Other (Describe) _____

2. Total Acreage of Property 160

3. Acreage to be Enrolled in Open Space Program 155

4. What is the Property Currently Used for? Residential, pasture, forest

5. What kind of public access do you propose? (Note: Public access is not required for program eligibility.)

☒ **None**

☐ **Partial Access** (1 point): Public access on a seasonal basis or access by members of the organization utilizing the facility.

☐ **Substantial Access** (2 points): Year-round access to members and available to the public upon special arrangement. Any user fees may not exceed three times the average cost for members.

☐ **Unlimited Access** (4 points): Year-round access to the public without special arrangement.

Please describe or explain:

6. Do you propose to apply a conservation easement or historic easement to your property?

☒ Yes (type: GRP)

☐ No

Does one exist now? ☒ Yes (type: GRP)

☐ No

Who will hold (or does hold) the easement? USDA

7. **Before completing this part of the application**, use the blue "Eligibility Criteria Checklist" to determine if your property qualifies for any of the Priority Resource categories. (Property must be eligible for at least one Priority Resource and at least 3 points in order to be classified as open space.) Use the list below to indicate which Priority Resource categories you can document eligibility for. Refer to the gray "Help List" for sources of assistance, if needed.

HIGH PRIORITY RESOURCES (3 points each)

Acres

- | | |
|-------------------|--|
| <u> </u> | a. Archaeological Sites |
| <u>155</u> | b. Farm and Agricultural Conservation Land (FACL) |
| <u> </u> | c. Fish-Rearing Habitat--Ponds and Streams |
| <u> </u> | d. Geological and Shoreline Features |
| <u> </u> | e. Historical Sites |
| <u> </u> | f. Private Recreation Areas |
| <u> </u> | g. Rural Open Space Close to Urban or Growth Areas |
| <u> </u> | h. Significant Wildlife Habitat Areas |
| <u> </u> | i. Special Plant Sites |
| <u> </u> | j. Urban or Growth Area Open Space |

MEDIUM PRIORITY RESOURCES (2 points each)

Acres

- | | |
|-------------------|------------------------------|
| <u> </u> | a. Public Land Buffers |
| <u> </u> | b. Scenic Vista or Resources |

LOW PRIORITY RESOURCES (1 point each)

Acres

- | | |
|-------------------|-------------------------|
| <u> </u> | a. Resource Restoration |
|-------------------|-------------------------|

Brendan S. McKown
Open Space Conservation Plan

Parcel Number(s): 22602210000, 22602210100, 22602220000, 22602220100

Description:

Parcels totaling 160 acres comprised of grasslands, timberland, and a 20 acre lake. Approximately 5 acres within parcel 22602210000 include 4 single family residences, 2 five car garages, and 1 two car garage. Also contained within the parcel is a build site for an additional single family residence, of which a foundation is laid, and well and septic are installed. Building materials currently stored on site. These structures are on the five acres to be excluded from the open space application. Other structures on site are a barn, a large shop with adjacent outbuilding, and multiple small sheds, all of which will be included in the application as they are farm related buildings.

Proposed Use and Conservation Plan:

Previous owner used land for cattle grazing until end of May 2019, after acquisition of property by current owner in December 2018. This included grazing on all pastures, including timberland to the north of the lake.

From 2020 through 2023, current owner allowed neighbors to graze cattle and sheep within pastures as well as within timberland north of lake to keep grass and brush down. This was an effective measure and will be part of the plan going forward.

- Graze stock that belongs to others on pasture
- Hay appropriate pastures for personal use of owned, small number of livestock currently on property.
- As necessary, mow pastures to control grass and brush
- Maintain existing livestock fencing
- Allow limited grazing in timberland to control brush
- Utilize rotational grazing and limiting number of animals to prevent soil erosion
- Monitoring and removal of invasive plants

8. **IMPORTANT! Read all of the following information regarding tax liabilities before signing this application form.**

You will owe to the County the following additional taxes, interest and penalties when your property is removed or withdrawn from current use classification. The following is a summary of state law. Consult RCW Chapter 84.34 for details.

STATEMENT OF ADDITIONAL TAX, INTEREST, AND PENALTY DUE UPON REMOVAL OF CLASSIFICATION:

- A. Upon removal of classification, an additional tax shall be imposed which shall be due and payable to the county treasurer 30 days after removal or upon sale or transfer, unless the new owner has signed the Notice of Continuance. The additional tax shall be the sum of the following:
- a. The difference between the property tax paid as "Open Space Land" and the amount of property tax otherwise due and payable for the last seven years had the land not been so classified; plus
 - b. Interest upon the amounts of the difference (a), paid at the same statutory rate charged on delinquent property taxes.
 - c. A penalty of 20% shall be applied to the additional tax if the classified land is applied to some other use except through compliance with the property owner's request for withdrawal process, or except as a result of those conditions listed in (B) below.
- B. The additional tax, interest, and penalty specified in (8A) above shall not be imposed if removal resulted solely from:
- a. Transfer to a governmental entity in exchange for other land located within the State of Washington.
 - b. A taking through the exercise of the power of eminent domain, or sale or transfer to an entity having the power of eminent domain in anticipation of the exercise of such power.
 - c. A natural disaster such as a flood, windstorm, earthquake, or other such calamity rather than by virtue of the act of the landowner changing the use of such property.
 - d. Official action by an agency of the State of Washington or by the county or city where the land is located disallows the present use of such land.
 - e. Transfer of land to a church when such land would qualify for property tax exemption pursuant to RCW 84.36.020.
 - f. Acquisition of property interests by State agencies or agencies or organizations qualified under RCW 84.34.210 and 64.04.130 (See RCW 84.34.108(6)(f)).

- g. Removal of land classified as farm & agricultural land under RCW 84.34.020(2)(e) (farm homesite).
- h. Removal of land from classification after enactment of a statutory exemption that qualifies the land for exemption and receipt of notice from the owner to remove the land from classification.
- i. The creation, sale, or transfer of forestry riparian easements under RCW 76.13.120.
- j. The creation, sale, or transfer of a fee interest or a conservation easement for the riparian open space program under RCW 76.09.040.
- k. The sale or transfer of land within two years after the death of the owner of at least a fifty percent interest in the land if the land has been assessed and valued as designated forest land under chapter 84.33 RCW, or classified under this chapter 84.34 RCW continuously since 1993. The date of death shown on the death certificate is the date used.

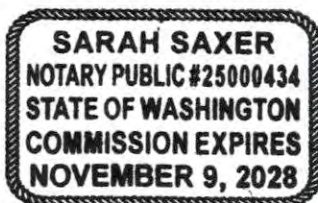
Removals and withdrawals from the program are processed by the Thurston County Assessor.

I (We) the undersigned, swear under the penalty of perjury, that I (We) am (are) the owner(s) or contract purchaser(s), of the land described above and that the above responses are made truthfully and to the best of my (our) knowledge. I (We) also understand that, should there be willful misrepresentation or willful lack of full disclosure on my (our) part, the granting authority, which may hereafter classify said land under the provisions of Chapter 84.34 RCW, may subsequently remove the classification. In addition, I (we) am (are) aware of the potential tax liability described above.

DATE: 3/20/26

OWNERS: _____

SUBSCRIBED and SWORN to before me this 20 day of March, 2026.



Sarah Saxer
Notary Public in and for the State of Washington, residing in Thurston County

Brendan S. McKown
Site Characteristics

Applicant	Brendan S. McKown
Mailing Address	19726 128 th Ave. SE, Yelm, WA 98597
Location of Property	Yelm
Total Acreage of Property	160
Acres in Application	155
Legal Interest	Owner
Parcel number(s)	22602210000, 22602210100, 22602220000, 22602220100
Legal Description	A portion of Government Lot 3 (the fractional Northeast Quarter of the Northwest Quarter), Government Lot 4 (the fractional Northwest Quarter of the Northwest Quarter) the Southeast and Southwest Quarters of the Northwest Quarter of Section 2, Township 16 North, Range 2 East, W.M., in Thurston County, Washington

Current Use

The property was historically used for agricultural purposes but is not currently in active agricultural production. The land is being maintained for future agricultural use under the Thurston County Open Space Program.

What kind of public access do you propose?

☒ None

Please describe or explain:

No public access is proposed. The property is intended to remain private while being maintained in accordance with the Open Space program guidelines.

2026 Application Process

Do you propose to apply a conservation easement or historic easement to your property?

☒ Yes (type: Grassland Reserve Program (GRP) easement through USDA)

Does one exist now? ☒ Yes (type: GRP easement through USDA)

Who will hold (or does hold) the easement?

The GRP easement is held by the USDA to protect the grasslands on the pastures.

N Priority Resource Categories

High Priority Resources (3 points each)

- Farm and Agricultural Conservation Land (FACL) – 160 acres

Medium Priority Resources (2 points each)

- [None listed]

Low Priority Resources (1 point each)

- [None listed]
-

Public Benefit Rating Summary:

The property qualifies for 3 points under the Thurston County Public Benefit Rating System due to Farm and Agricultural Conservation Land.

Management and Additional Considerations

The subject property totals 160 acres, of which 155 are proposed for enrollment in the Thurston County Open Space-Open Space-Farm & Agricultural Conservation Program. Historically, the land was used for agricultural purposes, including pasture and grazing activities, and it retains the characteristics of productive farmland suitable for future agricultural use. While the property is not currently in active agricultural production, the owner intends to maintain it in a manner that preserves its agricultural potential and ecological value.

Management activities will include rotational grazing to maintain pasture health, control of invasive plant species, and ongoing monitoring of vegetation to ensure soil stability and productivity. The property contains a Grassland Reserve Program (GRP) easement held by the USDA, which protects significant portions of the pastures and ensures the conservation of native grasslands. All management efforts will comply with the requirements of this easement.

Preserving the property under the Open Space Program provides multiple public benefits. Maintaining open agricultural land helps conserve rural landscapes, supports potential future

2026 Application Process

agricultural production, and contributes to the county's broader land conservation goals. By enrolling in this program, the property owners will continue responsible stewardship of the land, while protecting its ecological and agricultural value for the community.

The proposed management plan and conservation measures reflect a commitment to sustainable land use and are consistent with the county's objectives to preserve open space, prevent urban sprawl, and maintain the character of rural areas.

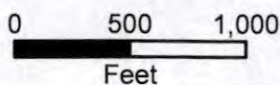


THURSTON COUNTY

Section 2

Township 16 North

Range 2 East



Section

Subject Parcel

Other Parcels

One Acre - Residential Structures

Building Footprints 2000

1:10,000

Aerial Photography
taken Feb 1 - Mar 30 2024

The information included on this map has been compiled by Thurston County staff from a variety of sources and is subject to change without notice. Additional elements may be present in reality that are not represented on the map. Ortho-photos and other data may not align. The boundaries depicted by these datasets are approximate. This document is not intended for use as a survey product.

ALL DATA IS EXPRESSLY PROVIDED 'AS IS' AND 'WITH ALL FAULTS'. Thurston County makes no representations or warranties, express or implied, as to accuracy, completeness, timeliness, or rights to the use of such information. In no event shall Thurston County be liable for direct, indirect, incidental, consequential, special, or tort damages of any kind, including, but not limited to, lost revenues or lost profits, real or anticipated, resulting from the use, misuse or reliance of the information contained on this map. If any portion of this map or disclaimer is missing or altered, Thurston County removes itself from all responsibility from the map and the data contained within. The burden for determining fitness for use lies entirely with the user and the user is solely responsible for understanding the accuracy limitation of the information contained in this map.

Authorized for 3rd Party reproduction for personal use only.

Map Created by LTR 3/4/2026

Change of Classification
(Chapters 84.33 and 84.34 RCW)

Tax Code: _____
County: _____

File With County Assessor

Applicant(s) name and address:

Brendan S. McKown
19726 128th Ave SE
Yelm WA 98597

Phone No: 360-529-1959

Land subject to this application (legal description):

A portion of Government Lot 3 (the fractional Northeast Quarter of the Northwest Quarter), Government Lot 4 (the fractional Northwest Quarter of the Northwest Quarter) the Southeast and Southwest Quarters of the Northwest Quarter of Section 2, Township 16 North, Range 2 East, W.M., in Thurston County, Washington

Assessor's Parcel or Account No:

22602210000, 22602210100, 22602220000, 22602220100

Auditor's File No. on original application:

Change of Classification

(Check appropriate box)

The land is currently classified as Farm and Agricultural land under RCW 84.34.020(2) and I hereby request reclassification as:

- ☐ Timber land as provided under RCW 84.34.020(3), unless county has merged their timber land classification into their designated forest land program. (Attach completed form REV 64 0109 or 64 0111 and a timber-management plan)
- ☐ Open Space land as provided under RCW 84.34.020(1). (Attach completed form REV 64 0021)
- ☐ Forest Land classification under Chapter 84.33 RCW. (Attach completed form REV 62 0021 or 62 0110)
- ☒ Farm and Agricultural Conservation land as defined in RCW 84.34.020(8)(a). (Attach completed form REV 64 0021)

The land is currently classified as Farm and Agricultural Conservation land under RCW 84.34.020(8)(a) and I hereby request reclassification to:

- ☐ Farm and Agricultural land under RCW 84.34.020(2). (Attach completed form REV 64 0024 or 64 0108)

The land is currently classified as Timber land under RCW 84.34.020(3) and I hereby request reclassification as:

- ☐ Forest land classification under Chapter 84.33 RCW. (Attach completed form REV 62 0021 or 62 0110)
- ☐ Open Space land as provided under RCW 84.34.020(1). (Attach completed form REV 64 0021)
- ☐ Farm and Agricultural land as provided under RCW 84.34.020(2). (Attach completed form REV 64 0024 or 64 0108)

NOTE: If request to change classification is approved, no additional tax, interest, and penalty will be imposed.

Requests to transfer from Forest Land designation under provisions of Chapter 84.33 RCW to Current Use classification under Chapter 84.34 RCW should be made on REV 64 0038.

Attachment:

- | | | | |
|---|---|--------------------------------------|--------------------------------------|
| ☐ REV 62 0021 | ☒ REV 64 0021 | ☐ REV 64 0108 | ☐ REV 64 0111 |
| ☐ REV 62 0110 | ☐ REV 64 0024 | ☐ REV 64 0109 | |
| ☐ Timber Management Plan | | | |

General Information

RECLASSIFICATIONS are defined in RCW 84.34.070(2) as follows:

- (2) The following reclassifications are not considered withdrawals or removals and are not subject to additional tax under RCW 84.34.108:
 - (a) Reclassification between lands under RCW 84.34.020(2) and (3);
 - (b) Reclassification of land classified under RCW 84.34.020(2) or (3) or Chapter 84.33 RCW to open space land under RCW 84.34.020(1);
 - (c) Reclassification of land classified under RCW 84.34.020(2) or (3) to forest land classified under Chapter 84.33 RCW; and
 - (d) Reclassification of land classified as open space land under RCW 84.34.020(1)(c) and reclassified to farm and agricultural land under RCW 84.34.020(2) if the land had been previously classified as farm and agricultural land under RCW 84.34.020(2).
- (3) Applications for reclassification shall be subject to applicable provisions of RCW 84.34.035, 84.34.037, 84.34.041, and Chapter 84.33 RCW.
- (4) The income criteria for land classified under RCW 84.34.020(2)(b) and (c) may be deferred for land being reclassified from land classified under RCW 84.34.020(1)(c) or (3), or Chapter 84.33 RCW into RCW 84.34.020(2)(b) or (c) for a period of up to five years from the date of reclassification.

FARM AND AGRICULTURAL CONSERVATION LAND is defined in RCW 84.34.020(8)(a & b) as follows:

- (8) "Farm and agricultural conservation land" means either:
 - (a) Land that was previously classified under RCW 84.34.020(2), that no longer meets the criteria and is reclassified under RCW 84.34.020(1)(c); or
 - (b) Land that is traditional farmland that is not classified under Chapter 84.33 or 84.34 RCW, that has not been irrevocably devoted to a use inconsistent with agricultural uses, and that has a high potential for returning to commercial agriculture.

And also defined in RCW 84.34.037(2)(c) as follows:

- (c) Whether granting the application for land applying under RCW 84.34.020(1)(c) will; (i) preserve land previously classified under RCW 84.34.020(2) or preserve land that is traditional farmland and not classified under Chapter 84.33 or 84.34 RCW; (ii) preserve land with a potential for returning to commercial agriculture; and (iii) affect any other factors relevant in weighing benefits to the general welfare of preserving the current use of property.

Signatures of Owner(s) or Contract Purchaser(s):



Date 3/20/26

Assessor Use Only

If the parcel(s) subject to this document is considered contiguous, as defined in RCW 84.34.020(6), with other parcels having different ownerships, verify all remaining classified parcels with different ownerships are still:

- ☐ Adjoining
- ☐ Being managed as part of a single operation
- ☐ Meeting the definition of "family" as defined in RCW 84.34.020(6)(b)(ii) with the owner of an adjoining parcel

To ask about the availability of this publication in an alternate format for the visually impaired, please call 1-800-647-7706. Teletype (TTY) users may use the Washington Relay Service by calling 711. For tax assistance, call (360) 534-1400.

**Application for Classification or Reclassification
Open Space Land
Chapter 84.34 RCW**

File With the County Legislative Authority

Name of Owner(s): Brendan S. McKown Phone No: 360-529-1959
Email Address: issamarush@gmail.com
Address: 19726 128th Ave SE, Yelm WA 98597

Parcel Number(s): 22602210000, 22602210100, 22602220000, 22602220100
Legal Description: A portion of Government Lot 3 (the fractional Northeast Quarter of the Northwest Quarter), Government Lot 4
(the fractional Northwest Quarter of the Northwest Quarter), the Southeast and Southwest Quarters of the
Northwest Quarter of Section 2, Township 16 North, Range 2 East, W. M., in Thurston County, Washington
Total Acres in Application: 155

Indicate what category of open space this land will qualify for:

- ☐ Conserve or enhance natural, cultural, or scenic resources
- ☐ Protect streams, stream corridors, wetlands, natural shorelines, or aquifers
- ☐ Protect soil resources, unique or critical wildlife, or native plant habitat
- ☐ Promote conservation principles by example or by offering educational opportunities
- ☐ Enhance the value to the public of abutting or neighboring parks, forests, wildlife preserves, nature reservations or sanctuaries, or other open spaces
- ☐ Enhance recreation opportunities
- ☐ Preserve historic or archaeological sites
- ☐ Preserve visual quality along highway, road, street corridors, or scenic vistas
- ☐ Retain in its natural state tracts of land not less than one acre situated in an urban area and open to public use on such conditions as may be reasonably required by the granting authority
- ☒ Farm and agricultural conservation land previously classified under RCW 84.34.020(2), that no longer meets the criteria
- ☐ Farm and agricultural conservation land that is "traditional farmland" not classified under Chapter 84.33 or Chapter 84.34 RCW, that has not been irrevocably devoted to a use inconsistent with agricultural uses, and has a high potential for returning to commercial agriculture

1. Describe the present use of the land.

The property was historically used for agricultural purposes but is not currently in active agricultural production. The land is being maintained for future agricultural use under the Thurston County Open Space Program.

2. Is the land subject to a lease or agreement which permits any other use than its present use?

☐ Yes ☒ No

If yes, attach a copy of the lease agreement.

3. Describe the present improvements (residence, buildings, etc.) located on the land.

4 single family residences, 2 five car garages, 1 two car garage, a large shop with adjacent outbuilding, barn structure and multiple small sheds. Also contained within parcel is a build site for an additional single family residence, of which a foundation is laid, and well and septic are installed.

4. Is the land subject to any easements?

☒ Yes ☐ No

If yes, describe the type of easement, the easement restrictions, and the length of the easement.

Grassland Reserve Program (GRP) easement through USDA. Requirements: maintain protected grasslands via grazing, haying or mowing. Length: in perpetuity

5. If applying for the farm and agricultural conservation land category, provide a detailed description below about the previous use, the current use, and the intended future use of the land.

See attached Site Characteristics and Open Space Conservation Plan

NOTICE:

The county and/or city legislative authorities may require owners to submit additional information regarding the use of the land.

As owner of the parcel(s) described in this application, I hereby indicate by my signature below that I am aware of the additional tax, interest, and penalties involved when the land ceases to be classified under the provisions of Chapter 84.34 RCW. I also certify that this application and any accompanying documents are accurate and complete.

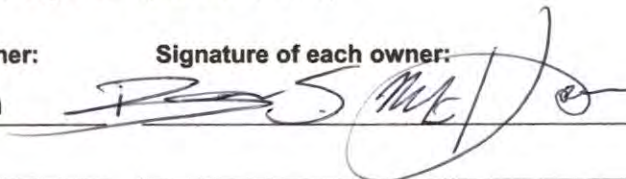
The agreement to tax according to use of the property is not a contract and can be annulled or canceled at any time by the Legislature (RCW 84.34.070)

Print the name of each owner:

Signature of each owner:

Date

Brendan S. McKown



3/20/26

The granting or denial of an application for classification or reclassification as open space land is a legislative determination and shall be reviewable only for arbitrary and capricious actions. Denials are only appealable to the superior court of the county in which the land is located and the application is made.

Statement of Additional Tax, Interest, and Penalty Due Upon Removal of Classification

1. Upon removal of classification, an additional tax shall be imposed which shall be due and payable to the county treasurer 30 days after removal or upon sale or transfer, unless the new owner has signed the Notice of Continuance. The additional tax shall be the sum of the following:
 - (a) The difference between the property tax paid as "Open Space Land" and the amount of property tax otherwise due and payable for the last seven years had the land not been so classified; plus
 - (b) Interest upon the amounts of the difference in (a), paid at the same statutory rate charged on delinquent property taxes; plus
 - (c) A penalty of 20% will be applied to the additional tax and interest if the classified land is applied to some other use except through compliance with the property owner's request for withdrawal as described in RCW 84.34.070(1).
2. The additional tax, interest, and penalty specified in (1) shall not be imposed if removal resulted solely from:
 - (a) Transfer to a governmental entity in exchange for other land located within the State of Washington.
 - (b) A taking through the exercise of the power of eminent domain, or sale or transfer to an entity having the power of eminent domain in anticipation of the exercise of such power.
 - (c) A natural disaster such as a flood, windstorm, earthquake, wildfire, or other such calamity rather than by virtue of the act of the landowner changing the use of such property.
 - (d) Official action by an agency of the State of Washington or by the county or city where the land is located disallows the present use of such land.
 - (e) Transfer of land to a church when such land would qualify for property tax exemption pursuant to RCW 84.36.020.
 - (f) Acquisition of property interests by State agencies or agencies or organizations qualified under RCW 84.34.210 and 64.04.130 (See RCW 84.34.108(6)(f)).
 - (g) Removal of land classified as farm & agricultural land under RCW 84.34.020(2)(f) (farm home site).
 - (h) Removal of land from classification after enactment of a statutory exemption that qualifies the land for exemption and receipt of notice from the owner to remove the land from classification.
 - (i) The creation, sale, or transfer of forestry riparian easements under RCW 76.13.120.
 - (j) The creation, sale, or transfer of a conservation easement of private forest lands within unconfined channel migration zones or containing critical habitat for threatened or endangered species under RCW 76.09.040.
 - (k) The sale or transfer of land within two years after the death of the owner of at least a fifty percent interest in the land if the land has been assessed and valued as designated forest land under chapter 84.33 RCW or classified under this chapter 84.34 RCW continuously since 1993. The date of death shown on the death certificate is the date used.
 - (l) The discovery that the land was classified in error through no fault of the owner.

FOR LEGISLATIVE AUTHORITY USE ONLY

Date application received: _____ By: _____

Amount of processing fee collected: \$ _____

- Is the land subject to a comprehensive land use plan adopted by a city or county? ☐ Yes ☐ No

If yes, application should be processed in the same manner in which an amendment to the comprehensive land use plan is processed.

If no, application must be acted upon after a public hearing and notice of the hearing shall have been given by one publication in a newspaper of general circulation in the area at least ten days before the hearing.

- If the land is not subject to a comprehensive land use plan, is the land located within an incorporated part of the county? ☐ Yes ☐ No

If yes, application must be acted upon by three members of the county legislative authority and three members of the city legislative authority. See RCW 84.34.037(1) for details.

If no, application must be acted upon by three members of the county legislative authority.

- ☐ Application approved ☐ In whole ☐ In part
☐ Application denied ☐ Date owner notified of denial (Form 64 0103):

If approved, date Open Space Taxation Agreement (OSTA) was mailed to owner:

Signed OSTA received by Legislative Authority on:

Copy of signed OSTA forwarded to Assessor on:

To ask about the availability of this publication in an alternate format for the visually impaired, please call 360-705-6705. Teletype (TTY) users may use the Washington Relay Service by calling 711. For assistance, contact your local county assessor's office.

REV 64 0021e (6/26/19)

REV 64 0021 (08/02/17)

When recorded return to:

BRENDAN S. MCKOWN
3517 79TH AVE. WEST
UNIVERSITY PLACE, WA 98466



STATUTORY WARRANTY DEED

TH17905

The Grantor, **ABSTON HENRICKSEN LAND AND TIMBER COMPANY INC.**, a Washington Corporation

for and in consideration of **Ten Dollars and other valuable consideration**

in hand paid, conveys, and warrants to **BRENDAN S. MCKOWN**, an unmarried person

the following described real estate, situated in the County of Thurston, State of Washington:

ALL OF LOTS 3 AND 4 AND THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 16 NORTH, RANGE 2 EAST, W.M.; EXCEPTING THEREFROM COUNTY ROAD KNOWN AS GALLEAR ROAD (128TH AVENUE SE).

GRANTOR to retain access and grazing rights to all pasture land on said property until May 31, 2019. GRANTOR to construct a fence along the subject property's east line, at sellers expense, prior to May 31, 2019.

Abbreviated Legal: **LOTS 3 & 4 AND S 1/2 NW 1/4 2-16-2E**

Tax Parcel Numbers(s): **226-02-210000, 226-02-220000, 226-02-210100 and 226-02-220100**

SUBJECT TO:

1. TERMS, COVENANTS AND CONDITIONS CONTAINED IN APPLICATION FOR CURRENT USE CLASSIFICATION, ENTERED PURSUANT TO RCW 84.33 (INCLUDING POTENTIAL LIABILITY FOR FUTURE APPLICABLE TAXES, ANY SPECIAL BENEFIT ASSESSMENTS LEVIED BY LOCAL GOVERNMENTS, PENALTIES AND INTEREST UPON BREACH OF, OR WITHDRAWAL FROM, SAID CLASSIFICATION); RECORDING NO.: 888287

CLASSIFICATION: FOREST LAND (AFFECTS PARCEL NO. 226-02-220100)

2. TERMS, COVENANTS AND CONDITIONS CONTAINED IN APPLICATION FOR CURRENT USE CLASSIFICATION, ENTERED IN TO PURSUANT TO RCW 84.34 (INCLUDING POTENTIAL LIABILITY FOR FUTURE APPLICABLE TAXES, ANY SPECIAL BENEFIT ASSESSMENTS LEVIED BY LOCAL GOVERNMENTS, PENALTIES AND INTEREST UPON BREACH OF, OR

WITHDRAWAL FROM, SAID CLASSIFICATION);
RECORDING NO.: 4076910 CLASSIFICATION: FARM AND AGRICULTURAL LAND
(AFFECTS PARCEL NOS. 226-02-210000, 226-02-210100, 226-02-220000 AND OTHER
PROPERTY)

and **SUBJECT TO** covenants, conditions, restrictions, reservations, easements and agreement of
record, if any.

Dated: December 10, 2018

COPY

ABSTON HENRICKSEN LAND AND TIMBER COMPANY INC.



JASON ABSTON, President

Approved & Accepted:



BRENDAN S. MCKOWN

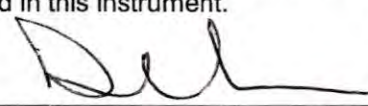
STATE OF **Washington**

} ss.

COUNTY OF **Thurston**

I certify that I know or have satisfactory evidence that **JASON ABSTON** IS the person(s) who
appeared before me, and said person(s) acknowledged that he signed this instrument, on oath
stated that he is authorized to execute the instrument and acknowledge it as the **President** of
ABSTON HENRICKSEN LAND AND TIMBER COMPANY INC. to be the free and voluntary act of
such party(ies) for the uses and purposes mentioned in this instrument.

Dated: 12/17/2018



Darla J. Wilkins

Notary Public in and for the State of Washington
Residing at **Olympia**

My appointment expires: **9/15/2019**



RETURN ADDRESS

Stewart Title of Spokane
606 W. 3rd Ave
Spokane, WA 99201

23 JUN '11 715138

Thurston County Treasurer

Real Estate Excise Tax Paid 20,114.⁷¹
By [Signature] Deputy

Please print neatly or type information

Document Title(s)

Grassland Reserve Program Conservation Easement

Recording Requested By:

Stewart Title

Reference Number(s) of related documents:

997970 (4)

Additional reference #s on page _____

Grantor(s) (Last, First and Middle Initial)

Schader Crown Ranch Limited Partnership

Additional grantors #s on page _____

Grantee(s) (Last, First and Middle Initial)

United States of America by the Commodity Credit Corporation

Natural Resources Conservation Service, United States Department of Agriculture

Additional grantees #s on page _____

Legal Description (abbreviated form: i.e. lot, block, plat or section, township, range quarter/quarter)

Ptn Gov Lots 1, 2, 3 & 4, S1/2 NW, S1/2 NE 2-16 2E & Ptn SWNW, W 1/2 SW 1/16-2E

Additional legal is on page _____

Assessor's Property Tax Parcel/Account Number:

22601230000, 22602120000, 22602130000, 22602130200, 22602140000, 22602210000, 22602420000
22602220100

Additional parcel #s on page _____

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy of completeness of the indexing information provided herein.

I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text to the original document

[Signature]
Signature of Requesting Party

4216419

06/23/2011 11:30 AM Easement
Thurston County Washington
STEWART TITLE OF WESTERN WASHINGTON, INC

Pages: 23



United States Department of Agriculture
Natural Resources Conservation Service

NRCS-LTP-60
9/9/2010

**Grassland Reserve Program
Conservation Easement**

Easement No. **830546-10-100**

This Conservation Easement Deed ("Deed"), made this 16 day of June, 2011, between Schader Crown Ranch Limited Partnership, and its successors, heirs, and assigns, ("Grantor") and the **UNITED STATES OF AMERICA**, by and through the Commodity Credit Corporation, ("Grantee" or "United States"). Grantor and the United States are jointly referred to as the "Parties." The acquiring agency of the United States is the Natural Resources Conservation Service ("NRCS"), United States Department of Agriculture.

I. Recitals and Conservation Purposes

- A. Grantor owns the property located in Thurston County of Washington and legally described in Attachment A, attached hereto and made part of this Deed.
- B. The grassland, forb, shrubland, wildlife habitat, and other natural characteristics of the Property (collectively referred to as "Conservation Values") as well as its state of improvement, are described in a Baseline Inventory Report ("Report") prepared by Grantee with the cooperation of Grantor and attached hereto at Attachment B. The Report describes the condition of the Property as of the date of this Deed. The Report may be used by Grantee to assure that any future changes in the use of the Property are consistent with the terms of this Deed. However, this Report is not intended to preclude the use of other evidence to establish the condition of the Property at the time this Deed is executed.
- C. Grantor intends that the grazing uses and related Conservation Values of the Property are to be protected. To effectuate this conservation purpose, Grantor intends to convey to Grantee the right to restore and conserve the grazing uses and related Conservation Values of the Property.
- D. Acquisition of this Deed is authorized by the Grassland Reserve Program ("GRP"), sections 1238N through 1238Q of Title XII of the Food Security Act of 1985, as amended by the Food, Conservation, and Energy Act of 2008. The easement rights in the above-described lands are being acquired for administration by the Secretary of Agriculture through NRCS for the purposes of protecting grazing uses and related conservation values by restoring, enhancing, and conserving grassland, shrubland, forbs and wildlife habitat and biodiversity.

NOW THEREFORE, in consideration of the sum of One million one hundred thirty thousand forty dollars(\$1,130,040.00), Grantor hereby grants and conveys with general warranty of title, to the United States and its assigns, an easement in the Property, including development rights and access to the Property, as defined in Attachment C. It is the intent of Grantor to convey and relinquish all development rights to Grantee for the purpose of protecting the Conservation Values identified herein. This Deed shall constitute a servitude upon the Property so encumbered, shall run with the land, and shall bind Grantor, its heirs, successors, assigns, lessees, and any other person claiming under them. Subject, however, to any valid rights of record.

The term of this easement is perpetual.

II. Purposes

The purpose of this Deed to protect the grazing uses and related Conservation Values on the Property by conserving, restoring and enhancing grassland, shrub land, forbs, wildlife habitat and biodiversity.

III. Permitted, Prohibited, Restricted and Reserved Activities

A. Grassland Uses of the Property. Grantor is permitted to graze, hay, harvest for seed production, mow, construct fire breaks, conduct fire pre-suppression and rehabilitation activities, and conduct common grazing practices, including maintenance and necessary cultural practices, consistent with the provisions and conservation purposes of this Deed. As used in this Deed, the term "common grazing practices" means those practices customary to the region where the Property is located related to livestock grazing, and includes forage management and necessary cultural practices such as the infrastructure required to conduct livestock grazing on the Property.

Grantor shall not hay, mow or harvest for seed during certain nesting seasons for birds whose populations Grantee determines are in significant decline. Such determinations shall be made in writing to the Grantor, or set forth within the GRP Management Plan on the Property (see paragraph IV. A.). The GRP Management Plan will be maintained by NRCS following NRCS conservation planning procedures.

B. Quiet Enjoyment. Grantor reserves for itself and its invitees the right of quiet use and enjoyment and the right to convey or lease the Property and restrict public access.

C. Prohibited Acts. Grantor shall not perform, nor knowingly allow others to perform, any act, including those prohibited or restricted herein, that is inconsistent with the purposes of this Deed.

D. Crop Cultivation. Except for grazing uses permitted in paragraph III. A., the cultivation or production of crops, non-perennial forages for human or domestic animal consumption, or seed production is prohibited.

E. Non-Grassland Land Uses. The establishment of tree or shrub nurseries, fruit or nut producing trees, vineyards, tree farms or plantations, aquaculture ponds, or any activity that is inconsistent with maintaining grazing land, except as specifically permitted in this Deed or a restoration plan approved by NRCS, is prohibited.

F. Incidental Lands. Grantee may determine that the enrollment of certain incidental lands (including but not limited to ponds and woods) present on this Property at the time this Deed is executed and identified in the Report, may be necessary to facilitate the administration of the easement boundary. Grantor may utilize and maintain such incidental lands in a manner that is compatible with the purposes of this Deed, as determined by Grantee.

G. Topography. Altering the existing topography of the Property by digging, plowing, disking, or otherwise disturbing the surface is prohibited, unless Grantee determines such actions are necessary to restore and maintain the viability of grassland and related Conservation Values and provides Grantor, in advance and in writing, approval subject to the terms and conditions Grantee determines are necessary to ensure the protection of grazing uses and related Conservation Values, or unless otherwise specifically permitted by this Deed or the GRP Management Plan.

H. Waste. Dumping, collecting, recycling, or storing of trash, refuse, waste, sewage, or other debris is prohibited, except that animal waste may be applied on the Property as fertilizer as long as Grantee provides Grantor, in advance and in writing, approval subject to the terms and conditions Grantee determines are necessary to ensure the protection of the grazing uses and related Conservation Values.

I. Mining. The exploration, development, mining, or extraction of soil, sand, gravel, mineral, oil, gas, or any other hydrocarbon substance from the surface of the Property is prohibited. However, subsurface exploration and extraction of oil, gas, and minerals may be conducted utilizing techniques and methods that result in only a temporary disturbance to the surface of the soil, as determined by the Grantee, if Grantee also determines that such activities are consistent with conserving and maintaining the viability of grazing uses and related Conservation Values, and Grantee provides Grantor, in advance and in writing, approval subject to the terms and conditions Grantee determines are necessary to ensure the protection of these Conservation Values, including, but not limited to, requiring that all structures are located beneath the soil surface and that any disturbed surface is restored promptly to grassland. Subsurface extraction of gas, oil, and minerals may be conducted by off-site methods (such as slant drilling) that do not impact the surface of the Property. Any extraction permitted pursuant to this paragraph shall be conducted in compliance with Federal, State and local regulations and permits.

J. Construction of Buildings, Livestock Facilities or Other Structures. The repair, maintenance, or replacement of existing corrals, livestock holding pens, windmills, barns, or other minor structures, as identified in the Report, necessary to conduct common grazing practices on the Property, are permitted at the same location and within the existing footprint of such structures. Construction of new buildings, livestock facilities, or other structures necessary to conduct common grazing practices on the Property may be permitted on the Property, if Grantee determines that such activities are consistent with the purposes of this easement to conserve and maintain the grazing uses and related Conservation Values, and provides the Grantor, in advance and in writing, approval subject to the terms and conditions Grantee determines are necessary to ensure the protection of these Conservation Values.

K. Watering Facilities. Grantor may maintain existing watering facilities (i.e., water tanks, troughs, and dugout ponds) for livestock or wildlife in their current location as identified in the Report. Grantor may construct or place on the Property new watering facilities for livestock and wildlife if Grantee determines that such facilities are consistent with conserving and maintaining the grazing uses and related Conservation Values, and Grantee provides the Grantor, in advance and in writing, approval subject to the terms and conditions Grantee determines are necessary to ensure the protection of these Conservation Values.

L. Fences. Existing fences may be repaired or replaced and new fences may be built on the Property for the purposes of managing livestock in a manner that is customary in the region where the Property is located and consistent with the purposes of this Deed.

M. Roads and Impervious Surfaces. No portion of the Property shall be paved or otherwise covered with concrete, asphalt, or any other impervious paving material, nor shall any road for access or other purposes be constructed. However, new roads necessary to conduct common grazing practices as permitted herein on the Property may be constructed with prior written approval of Grantee and subject to terms and conditions Grantee determines are necessary to maintain the viability of the grazing uses and related conservation values. Existing roads may be maintained and repaired in their current condition and within their existing footprint as identified in the Report. Maintenance and repair of existing roads shall not be construed to permit the paving of any existing road not already paved or otherwise covered in an impervious material.

N. Tree Cutting. Trees may be cut to control insects and disease, prevent personal injury and property damage, obtain firewood for personal use, and construct fences as permitted herein, with prior written approval of Grantee.

O. Recreational Uses. Undeveloped, passive, recreational uses, such as hiking, camping, bird watching, hunting, and fishing are permitted as long as such uses, as determined by Grantee, do not impair the grazing uses and other Conservation Values.

P. Motorized Vehicle Use. Motorized vehicle use on the Property is prohibited, except as necessary to carry out uses permitted herein on the Property. Off-road vehicle courses for snowmobiles, all-terrain vehicles, motorcycles, or other motorized vehicles are prohibited.

Q. Development Rights. The Property shall not be developed except as expressly permitted by this Deed. Subject to valid existing rights of record, all development rights associated with the Property are vested in Grantee. The Parties agree that these development rights are terminated and extinguished and may not be used on or transferred off of the Property to any other property or otherwise used.

R. Signs. Except for no trespassing signs, for sale signs, and signs identifying the owner of the Property, all other signs, advertisements, and billboards of any nature are prohibited. The permitted signs may not exceed 15 square feet in size. The Parties agree that the United States has the right to erect and maintain signs on the Property for the purpose of identifying this easement.

S. Exotic Species. The introduction, cultivation, or use of exotic plant or animal species is prohibited on the Property without prior written approval of Grantee and subject to terms and conditions Grantee determines are necessary to ensure the protection of the grassland resources and related Conservation Values referenced in this Deed.

T. Subdivision. The division, partition or subdivision of the Property is generally prohibited. However, Grantee may approve the division of the Property for reasons which Grantee determines, in its sole discretion, are sufficiently extraordinary to justify an exception to the prohibition. The terms of this Deed shall apply to any approved, subdivided parcels.

U. Utilities. The installation or relocation of new public or private utilities, including electric, telephone, or other communications services over the Property, is prohibited, except as provided in this provision. Existing utilities on the Property may be maintained, repaired, removed, or replaced at their current location as identified in the Report. The installation, repair, and maintenance of new underground utilities such as electric, gas, water, sewer lines, or other utilities may be permitted on the Property if Grantee determines that such activities will result in only a temporary disturbance and are consistent with conserving and maintaining the grazing uses and related Conservation Values, and provides Grantor, in advance and in writing, approval subject to terms and conditions Grantee determines are necessary. The construction or installation of wind, solar and other energy generation structures on the Property are permitted only when the Grantee determines, in its sole discretion, in advance and in writing, that such structures are consistent with conserving and maintaining the grazing uses and related Conservation Values.

V. Rights of Way. Rights-of-way are prohibited over, on, or below the Property, except the conveyance of rights-of-way by Grantor may be permitted under limited circumstances in the sole discretion of Grantee when Grantee determines that such a proposed action is consistent with the purposes of this Deed. Any permission granted under this provision must be in advance and in writing and may stipulate conditions in order to ensure protection of the grazing uses and related Conservation Values.

W. Water Rights. Grantor shall retain the right to use the water rights described in Exhibit C for the present and future use on the Property, as well as all wells, ditches, canals, headgates, springs, reservoirs, water allotments, and water rights of ways associated with the Property and identified in the Baseline Inventory Report. With the prior written approval of Grantee, Grantor may transfer, lease, sell, or otherwise separate a portion of those water rights from the Property that the Grantee determines are not necessary to ensure the function of the grazing operation and the protection of the grazing uses and related Conservation Values.

X. Restoration. In furthering the conservation purposes of this Deed, Grantor may restore grasses, forbs, and shrubs on the Property if approved in advance and in writing by Grantee. In addition, Grantee shall have the right to enter the Property to undertake, at its own expense or on a cost-share basis with Grantor or other entity, activities to restore, protect, manage, maintain, enhance, and monitor the grazing uses and related Conservation Values.

IV. Affirmative Duties: Planning Requirements

A. GRP Management Plan. The Parties agree that good resource management and land stewardship is important for present and future generations, for the protection and enhancement of grasses and other native and desirable, non-native vegetation on the Property, and in furtherance of its Conservation Values. Grantor agrees to implement a GRP Management Plan on the Property developed and approved by Grantor and NRCS, which describes the practices, measures, and other conditions necessary for restoring and maintaining the viability of grazing uses and related conservation values. Subsequent to recording of this Deed, the GRP Management Plan will be revised when necessary, as determined by NRCS or Grantor, to reflect any changes in the use of the Property that affect the viability of the grassland or other conservation values. The revised GRP Management Plan shall be developed and approved by Grantor and NRCS. The GRP Management Plan shall not include any provisions inconsistent with the purposes of this Deed.

B. Pest and Weed Control. Grantor is responsible for control of noxious weeds and pests according to Federal and State law.

V. Enforcement and Transfer

A. Enforcement.

1. Grantee has the right to prevent, correct, or require correction of violations of the terms of this Deed. Upon notification to the Grantor, Grantee or Grantee's agents may enter the Property to inspect for violations, including, but not limited to, assessing compliance with the GRP Management Plan or other plan described in Section IV above. However, notification by Grantee prior to entry is not required when the Grantee believes there may be a violation of the terms of this Deed. If Grantee finds a violation, Grantee may at its discretion take appropriate legal action in law or equity. Upon discovery of a violation, Grantee shall notify Grantor in writing of the violation. Except when an ongoing or imminent violation could, as determined by Grantee, seriously impair the conservation values of the Property, Grantee shall give Grantor written notice of the violation and 30 days to correct it before filing any legal action.
2. If Grantor fails to cure the violation within 30 days after receipt of a notice of violation, Grantee may bring an action in court to enforce the terms of this Deed, to enjoin the violation, and to require restoration of the Property to the condition that existed prior to any such injury. Where a court finds that a violation has occurred, Grantor shall reimburse Grantee for all its expenses incurred in halting and correcting the violation, including but not limited to reasonable attorneys' fees.
3. Any delay by Grantee in exercising its rights under this Deed in the event of any violation of its terms by Grantor shall not be deemed a waiver by Grantee of such rights with respect to that violation. Moreover, any failure by Grantee to discover a violation of this Deed, or forbearance by Grantee in exercising its rights under this Deed in the event of any violation of its terms by Grantor, shall not be deemed a waiver by Grantee of such rights with respect to any subsequent violation.

B. Transfer of Easement Ownership. Upon prior written consent from Grantor, the Secretary of the United States Department of Agriculture (“Secretary”) may transfer this easement to an Easement Holder, subject to the right to inspect the Property periodically and the terms set forth below. The Easement Holder must be a State agency, local government, Indian tribe or private conservation or land trust organization which, at the time of transfer, is a qualified organization under 16 U.S.C. 3838q that the Secretary determines has the appropriate authority, expertise, and relevant experience necessary to administer an easement on grassland, and resources necessary to assume title ownership to this easement.

1. In the event that the Easement Holder fails to enforce the terms of this easement, as determined in the discretion of the Secretary, the Secretary, his or her successors and assigns, shall have the right to enforce the terms of this easement through any and all authorities available under Federal or State law.
2. The Easement Holder may only transfer this easement to another qualified public or private entity as provided for under 16 U.S.C. 3838q(b) as that statute reads on the day that this Deed is executed, and the Grantor consents to the transfer.
3. Should this easement be transferred pursuant to this provision, all warranties and indemnifications provided for in this Deed shall continue to apply to the United States. Subsequent to the transfer of this easement, the Easement Holder shall be responsible for conservation planning and implementation, and will adhere to the NRCS Field Office Technical Guide for maintaining the viability of grazing uses and related Conservation Values.
4. Due to the Federal interest in this Deed, this Deed cannot be subject to condemnation without the permission of the United States.

VI. General Terms

A. Access. No public access is conveyed by this Deed. Grantor maintains the right and obligation to prevent trespass and control access by the public pursuant to Federal and State law, provided that Grantee has the right of ingress and egress to the Property over Grantor’s property, whether or not Grantor’s property is adjacent to or appurtenant to the Property, for the exercise of Grantee’s rights under this Deed. The authorized representatives of Grantee may utilize vehicles and other reasonable modes of transportation for access purposes.

B. Responsibilities of Grantor and Grantee Not Affected. Other than as specified herein, this Deed is not intended to impose any legal or other responsibility on Grantee, or in any way affect any existing obligations of Grantor as the owner of the Property. For example:

1. **Taxes.** Grantor shall continue to be solely responsible for payment of all taxes and assessments levied against the Property.

2. Upkeep and Maintenance. Grantor shall continue to be solely responsible for the upkeep and maintenance of the Property.

C. Rights Acquired. The property rights of the United States acquired under this Deed shall be unaffected by any subsequent amendments to or repeal of the Grassland Reserve Program. If Grantor receives consideration for this easement in installments, the Parties agree that the conveyance of this easement shall be effective upon payment of the first installment.

D. Subsequent Conveyances. Grantor agrees to notify Grantee in writing of the names and addresses of any party to whom the Property is to be transferred at or prior to the time the transfer is consummated. Grantor and its successors and assigns shall specifically refer to this Deed in any subsequent lease, deed, or other instrument by which any interest in the Property is conveyed.

E. Subsequent Liens. No provisions of this Deed should be construed as impairing the ability of Grantor to use this Property as collateral for a loan, provided that any mortgage or lien associated with the loan is subject to or subordinated to this Deed.

F. Severability. If any provision of this Deed is found to be invalid, the remainder of its provisions shall remain in force.

G. Rules of Construction. This Deed shall be interpreted under the laws of the United States. Any ambiguities in this Deed and questions as to the validity of any of its specific provisions shall be resolved in favor of Grantee so as to preserve the conservation values of the Property and to give maximum effect to the purposes of this Deed.

H. Environmental Warranty. "Environmental Law" or "Environmental Laws" means any and all Federal, State, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, guidelines, policies, or requirements of any governmental authority regulating or imposing standards of liability or standards of conduct (including common law) concerning air, water, solid waste, hazardous materials, worker and community right-to-know, hazard communication, noise, radioactive material, resource protection, subdivision, inland wetlands and watercourses, health protection and similar environmental health, safety, building and land use as may now or at any time hereafter be in effect.

"Hazardous Materials" means any petroleum, petroleum products, fuel oil, waste oils, explosives, reactive materials, ignitable materials, corrosive materials, hazardous chemicals, hazardous wastes, hazardous substances, extremely hazardous substances, toxic substances, toxic chemicals, radioactive materials, infectious materials, and any other element, compound, mixture, solution or substance which may pose a present or potential hazard to human health or the environment.

Grantor warrants that it is in compliance with, and shall remain in compliance with, all applicable Environmental Laws. Grantor warrants that there are no notices by any governmental authority of any violation or alleged violation of, non-compliance or alleged non-compliance with or any liability under any Environmental Law relating to the operations or conditions of the

Property. Grantor further warrants that it has no actual knowledge of a release or threatened release of Hazardous Materials, as such substances and wastes are defined by applicable Federal and State law.

Moreover, Grantor hereby promises to defend and indemnify Grantee against all litigation, claims, demands, penalties, and damages, including reasonable attorneys' fees, arising from or connected with the release or threatened release of any Hazardous Materials on, at, beneath, or from the Property, or arising from or connected with a violation of any Environmental Laws by Grantor or any other prior owner of the Property. Grantor's indemnification obligation shall not be affected by any authorizations provided by Grantee to Grantor with respect to the Property or any restoration activities carried out by Grantee at the Property; provided, however, that Grantee shall be responsible for any Hazardous Material contributed after this date to the Property by Grantee.

I. General Indemnification. Grantor shall indemnify and hold harmless Grantee, its employees, agents, and assigns for any and all liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions, and costs of actions, sanctions asserted by or on behalf of any person or governmental authority, and other liabilities (whether legal or equitable in nature and including, without limitation, court costs, and reasonable attorneys' fees and attorneys' fees on appeal) to which Grantee may be subject or incur relating to the Property, which may arise from, but is not limited to, Grantor's negligent acts or omissions or Grantor's breach of any representation, warranty, covenant, agreements contained in this Deed, or violations of any Federal, State, or local laws, including all Environmental Laws.

J. Notices. Any notices required by this Deed shall be in writing and personally delivered or sent by certified mail, return receipt requested, to Grantor and Grantee.

K. No Merger. If Grantee at some future time acquires the underlying fee title in the Property, the interest conveyed by this Deed will not merge with fee title but will continue to exist and be managed as a separate estate.

L. Acceptance. The signature below of Grantee's authorized representative constitutes acceptance of the rights and responsibilities conveyed by this Deed to the United States.

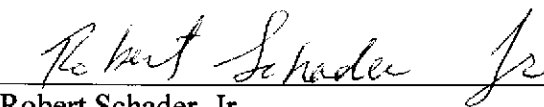
M. Captions. The captions used in this Deed have been inserted solely for convenience of reference. They are not part of this Deed and shall have no effect upon its interpretation.

N. Rights and Obligations. All provisions of this Deed apply to Grantor or Grantee and their respective agents, heirs, executors, administrators, assigns, and any other successors.

TO HAVE AND TO HOLD, this Conservation Easement Deed is granted to the United States of America and assigns. Grantor covenants that it is vested with good title to the Property and shall warrant and defend the same on behalf of the United States against all claims and demands. Grantor covenants to comply with the terms and conditions enumerated in this Deed governing use of the Property, and adjacent lands owned by the Grantor used for access to the Property, and to refrain from any activity that is restricted, prohibited, or inconsistent with the purposes of this Conservation Easement Deed.

For Schader Crown Ranch, a Washington Limited Partnership

By: 
Judy Rogers
General Partner

By: 
Robert Schader, Jr.
General Partner

Dated this 16 day of June, 2011

ACKNOWLEDGEMENT

State of _____

County of _____

On this _____ day of _____, 2____, before me, the undersigned, a Notary Public in and for said jurisdiction, personally appeared _____ known or proved to me to be the person(s) described in and who executed the foregoing instrument, and acknowledged that _____ executed the same as _____ free act and deed.

IN TESTIMONY WHEREOF, I have hereunto my hand and Notarial Seal subscribed and affixed in said jurisdiction, the day and year above written.

(NOTARIAL SEAL)

Notary Public

Notary Public for the State of _____
Residing at _____
My Commission Expires: _____

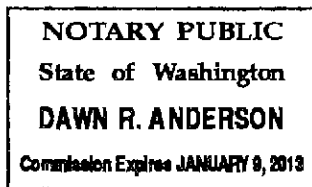
STATE OF WA

)
) ss.
)

COUNTY OF Thurston

I certify that I know or have satisfactory evidence that JUDY ROGERS AND ROBERT SCHADER, JR. the persons who appeared before me, and said persons acknowledges that they signed this instrument, on oath stated that they are authorized to execute the instrument and acknowledged it as the General Partner and General Partner of Schader Crown Ranch, a Washington Limited Partnership to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: JUNE 16, 2011



A handwritten signature in cursive script, appearing to read "Dawn R. Anderson", written over a horizontal line.

Name: DAWN R. ANDERSON
Notary Public in and for the State of WA,
residing at OLYMPIA
My appointment expires: January 9, 2013

Order Number: 997970

ACCEPTANCE BY GRANTEE:

I Peter P. Bautista (name), Acting WA State Conservationist (title) being the duly authorized representative of the United States Department of Agriculture, Natural Resources Conservation Service, do hereby accept this Conservation Easement Deed with respect to the rights and duties of the United States of America, Grantee.

Dated this 2 day of June, 2011.


Signature Acting STC

This instrument was drafted by the Office of General Counsel, U.S. Department of Agriculture, Washington, D.C. 20250-1400.

NONDISCRIMINATION STATEMENT

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its program and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

PRIVACY ACT STATEMENT

The above statements are made in accordance with the Privacy Act of 1974 (U.S.C. 522a). Furnishing this information is voluntary; however, failure to furnish correct, complete information will result in the withholding or withdrawal of such technical or financial assistance. The information may be furnished to other USDA agencies, the Internal Revenue Service, the Department of Justice, or other State or Federal Law enforcement agencies, or in response to orders of a court, magistrate, or administrative tribunal.

This information collection is exempted from the Paperwork Reduction Act, as it is required for administration of the Food, Conservation, and Energy Act of 2008 (see Pub. L. 110-246, Title II, Subtitle J – Miscellaneous Conservation Provisions).

Attachment A

SCHADER CROWN GRP

COMMENCING AT THE WEST QUARTER
 CORNER OF SECTION 2, TOWNSHIP
 16 NORTH, RANGE 2 EAST;
 THENCE S88°58'57"E 2642.16 FEET TO
 THE CENTER OF SAID SECTION;
 THENCE S88°58'57"E ALONG THE NORTH
 LINE OF THE SOUTHEAST QUARTER OF
 SECTION 2, TOWNSHIP 16 NORTH,
 RANGE 2 EAST A DISTANCE OF
 10.00 FEET;
 THENCE S01°18'21"W 56.93 FEET;
 THENCE S88°44'09"E 247.82 FEET;
 THENCE S59°58'17"E 68.23 FEET;
 THENCE N84°45'31"E 51.08 FEET;
 THENCE N21°14'32"E 180.18 FEET;
 THENCE N41°17'03"E 590.09 FEET;
 THENCE N39°18'01"E 567.65 FEET TO
 THE POINT OF BEGINNING;
 THENCE N58°30'01"W 266.52 FEET;
 THENCE S78°20'25"W 570.52 FEET;
 THENCE S63°41'41"W 129.93 FEET;
 THENCE S55°52'53"W 204.42 FEET;
 THENCE S02°22'35"E 11.76 FEET;
 THENCE S60°38'03"E 182.23 FEET;
 THENCE S26°39'46"W 426.86 FEET;
 THENCE S25°14'14"W 338.86 FEET TO
 THE NORTHERLY MARGIN OF GALLEAR ROAD;
 THENCE N88°58'57"W ALONG SAID
 NORTHERLY MARGIN A DISTANCE OF
 417.75 FEET;
 THENCE N26°14'39"E 565.37 FEET;
 THENCE N28°27'10"E 408.24 FEET;
 THENCE N58°00'41"W 75.06 FEET;
 THENCE N49°35'50"W 117.59 FEET;
 THENCE S45°08'43"W 73.04 FEET;
 THENCE S55°01'10"W 128.57 FEET;
 THENCE S65°53'53"W 210.44 FEET;
 THENCE S72°25'48"W 62.74 FEET;
 THENCE N20°35'12"W 38.93 FEET;
 THENCE S72°26'05"W 396.02 FEET;
 THENCE S61°36'48"W 394.69 FEET;
 THENCE S88°08'46"W 432.99 FEET;
 THENCE S46°26'56"W 76.04 FEET;
 THENCE S76°54'59"W 255.18 FEET;
 THENCE N85°39'46"W 211.65 FEET;
 THENCE N14°47'00"E 150.29 FEET;
 THENCE N54°01'16"W 291.92 FEET;
 THENCE N59°45'05"E 499.73 FEET;
 THENCE N49°29'54"E 481.36 FEET;
 THENCE N49°37'40"E 500.18 FEET;
 THENCE N37°50'55"E 400.70 FEET;
 THENCE S68°40'49"E 416.43 FEET;
 THENCE S68°41'07"E 271.18 FEET;

THENCE S86°24'02"E 280.93 FEET;
 THENCE N07°27'43"E 190.04 FEET;
 THENCE N28°07'07"W 340.48 FEET;
 THENCE N19°06'50"W 175.46 FEET;
 THENCE N62°39'23"W 433.99 FEET;
 THENCE N87°38'07"W 433.33 FEET;
 THENCE N87°39'01"W 173.40 FEET;
 THENCE S32°14'40"W 232.22 FEET;
 THENCE S39°39'26"W 473.34 FEET;
 THENCE S38°58'45"W 499.87 FEET;
 THENCE S48°05'46"W 393.33 FEET;
 THENCE S81°59'34"W 227.06 FEET;
 THENCE N00°57'51"E 440.58 FEET;
 THENCE N02°11'35"E 500.01 FEET;
 THENCE N02°10'40"E 499.79 FEET;
 THENCE S88°03'24"E 468.35 FEET;
 THENCE S88°46'55"E 500.47 FEET;
 THENCE S88°45'55"E 496.12 FEET;
 THENCE S88°57'35"E 503.47 FEET;
 THENCE S79°04'55"E 464.89 FEET;
 THENCE S85°04'33"E 381.10 FEET;
 THENCE S86°43'33"E 499.49 FEET;
 THENCE S70°46'47"E 498.80 FEET;
 THENCE S48°43'08"E 433.42 FEET;
 THENCE S61°43'20"E 499.97 FEET;
 THENCE S60°58'03"E 500.55 FEET;
 THENCE S56°11'47"E 297.04 FEET;
 THENCE S01°03'31"W ALONG THE WEST
 LINE OF GOVERNMENT LOT 4, SECTION 1,
 TOWNSHIP 16 NORTH, RANGE 2 EAST,
 A DISTANCE OF 156.38 FEET;
 THENCE S88°24'23"E ALONG THE SOUTH
 LINE OF SAID GOVERNMENT LOT 4,
 A DISTANCE OF 252.03 FEET;
 THENCE S57°53'27"E 401.96 FEET;
 THENCE S59°56'07"E 503.36 FEET;
 THENCE S59°47'47"E 324.49 FEET TO
 THE EAST LINE OF PARCEL 2;
 THENCE S01°06'31"W ALONG SAID EAST
 LINE A DISTANCE OF 2318.69 FEET;
 THENCE S55°17'44"W 334.12 FEET;
 THENCE S55°17'41"W 465.00 FEET;
 THENCE N01°16'36"E 330.15 FEET;
 THENCE N00°04'16"E 490.01 FEET;
 THENCE N00°04'15"E 377.30 FEET;
 THENCE N00°01'48"W 493.84 FEET;
 THENCE N31°07'23"W 286.51 FEET;
 THENCE N61°10'47"W 241.25 FEET;
 THENCE S84°10'14"W 265.79 FEET TO
 A POINT HENCEFORTH REFERRED TO AS
 POINT A;
 THENCE S25°53'38"W 679.11 FEET;
 THENCE N83°13'59"W 352.47 FEET;

Attachment A

THENCE S86°42'34"W 190.72 FEET;
 THENCE S81°54'48"W 497.81 FEET;
 THENCE S79°50'48"W 471.75 FEET;
 THENCE S83°11'19"W 306.28 FEET TO
 A POINT HENCEFORTH REFERRED TO AS
 POINT B;
 THENCE S09°45'11"W 851.85 FEET;
 THENCE S06°34'19"E 490.21 FEET;
 THENCE N41°58'31"W 398.27 FEET;
 THENCE N41°08'09"W 392.89 FEET;
 THENCE N01°18'21"E ALONG THE WEST
 LINE OF THE SOUTHEAST QUARTER OF
 SECTION 2, TOWNSHIP 16 NORTH,
 RANGE 2 EAST, A DISTANCE OF
 250.35 FEET;
 THENCE N01°51'20"E 480.78 FEET;
 THENCE N02°28'11"E 123.47 FEET;
 THENCE N89°39'46"E 181.18 FEET TO
 A POINT HENCEFORTH REFERRED TO AS
 POINT C;
 THENCE N26°39'50"E 282.83 FEET;
 THENCE N32°53'09"E 329.48 FEET;
 THENCE N03°20'45"E 156.07 FEET;
 THENCE N14°52'47"E 204.34 FEET;
 THENCE N38°07'26"E 336.09 FEET;
 THENCE N38°26'45"E 253.84 FEET;
 THENCE N38°43'41"E 455.89 FEET;
 THENCE N58°30'01"W 10.08 FEET TO
 THE POINT OF BEGINNING;

EXCEPT THEREFROM THE AREA
 DESCRIBED AS FOLLOWS:
 COMMENCING AT SAID POINT A;
 THENCE N65°27'35"W 727.74 FEET TO
 THE POINT OF BEGINNING;
 THENCE S40°19'50"W 149.57 FEET;
 THENCE N63°32'31"W 225.04 FEET;
 THENCE N37°50'12"E 212.31 FEET;
 THENCE N75°52'48"E 170.59 FEET;
 THENCE S00°45'43"E 195.56 FEET TO
 THE POINT OF BEGINNING OF THIS
 EXCEPTION;

AND EXCEPT ALL PORTIONS OF THE
 ACCESS EASEMENT GRANTED HEREIN;

Attachment C

ACCESS EASEMENT

A 20 FOOT ACCESS EASEMENT BEING 10 FEET ON EACH SIDE OF A CENTERLINE WHICH IS DESCRIBED AS FOLLOWS:
 COMMENCING AT THE WEST QUARTER CORNER OF SECTION 2, TOWNSHIP 16 NORTH, RANGE 2 EAST;
 THENCE S88°58'57"E 2642.16 FEET TO THE POINT OF BEGINNING OF SAID CENTERLINE AND THE CENTER OF SAID SECTION;
 THENCE S88°58'57"E ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 16 NORTH, RANGE 2 EAST A DISTANCE OF 10.00 FEET;
 THENCE S01°18'21"W 56.93 FEET;
 THENCE S88°44'09"E 247.82 FEET;
 THENCE S59°58'17"E 68.23 FEET TO A POINT HENCEFORTH REFERRED TO AS POINT X;
 THENCE N84°45'31"E 51.08 FEET;
 THENCE N21°14'32"E 180.18 FEET;
 THENCE N41°17'03"E 590.09 FEET;
 THENCE N39°18'01"E 567.65 FEET TO A POINT HENCEFORTH REFERRED TO AS POINT Y;
 THENCE N58°30'01"W 266.52 FEET;
 THENCE S78°20'25"W 570.52 FEET;
 THENCE S63°41'41"W 129.93 FEET;
 THENCE S55°52'53"W 204.42 FEET;
 THENCE N60°38'03"W 172.00 FEET;
 THENCE N58°00'41"W 75.06 FEET;
 THENCE N49°35'50"W 117.59 FEET;
 THENCE S45°08'43"W 73.04 FEET;
 THENCE S55°01'10"W 128.57 FEET;
 THENCE S65°53'53"W 210.44 FEET;
 THENCE S72°25'48"W 62.74 FEET;
 THENCE N20°35'12"W 38.93 FEET;
 THENCE N20°35'12"W 57.61 FEET;
 THENCE N43°43'08"W 183.22 FEET;
 THENCE N03°20'03"E 107.28 FEET;
 THENCE N30°25'38"E 131.23 FEET;
 THENCE N41°12'29"E 272.53 FEET;
 THENCE N55°15'17"E 81.52 FEET;
 THENCE N18°30'52"E 206.16 FEET TO THE TERMINUS OF SAID CENTERLINE;

TOGETHER WITH A 20 FOOT ACCESS EASEMENT BEING 10 FEET ON EACH SIDE OF A CENTERLINE WHICH IS DESCRIBED AS FOLLOWS:
 BEGINNING AT SAID POINT X;
 THENCE S01°55'06"W 66.26 FEET;

THENCE S25°55'16"E 112.32 FEET;
 THENCE S03°43'36"W 63.58 FEET;
 THENCE S23°39'13"W 210.42 FEET;
 THENCE S39°16'24"W 148.54 FEET;
 THENCE S20°40'12"W 111.16 FEET;
 THENCE S73°24'53"E 31.96 FEET TO POINT C AND THE TERMINUS OF SAID CENTERLINE;

TOGETHER WITH A 20 FOOT ACCESS EASEMENT BEING 10 FEET ON EACH SIDE OF A CENTERLINE WHICH IS DESCRIBED AS FOLLOWS:
 BEGINNING AT SAID POINT Y;
 THENCE N37°22'17"E 374.03 FEET;
 THENCE N86°52'10"E 76.73 FEET;
 THENCE S66°45'22"E 492.17 FEET;
 THENCE S62°42'55"E 522.77 FEET;
 THENCE S67°59'22"E 531.44 FEET;
 THENCE S03°43'17"E 700.56 FEET TO THE TERMINUS OF SAID CENTERLINE;

TOGETHER WITH A 40 FOOT ACCESS EASEMENT BEING 20 FEET ON EACH SIDE OF A CENTERLINE WHICH IS DESCRIBED AS FOLLOWS:
 BEGINNING AT SAID POINT C;
 THENCE S73°24'53"E 422.85 FEET TO SAID POINT B AND THE TERMINUS OF SAID CENTERLINE;

Attachment B

**Grassland Reserve Program (GRP) Baseline Inventory Report
Schader Crown Ranch
January, 2011**

General

This Grassland Reserve Program easement covers 313.93 acres, located in southeastern Thurston County, Washington, approximately 6 miles southeast of the city of Yelm, in Township 16 North, Range 2 East, portions of sections 1 and 2. The Schader Crown Ranch is owned by the Schader Crown Ranch, and operated by Bob Schader and his sister Judy Rogers.

Landscape Description

The soils were predominantly formed in glacial till. The soil survey lists the predominant soil type is Kapowsin silt loam. The fields included in the easement are generally gently sloping to moderately steep.

Water Resources

Water is supplied to the fields by a few troughs supplied from wells on the property. There are also several dugout ponds and embankment ponds. The embankment ponds are not located on the easement. More water pipelines and troughs are scheduled to be installed in the fields in the easement (through a pre-existing EQIP contract) in order to facilitate a more intensive grazing system. There are also some isolated wetlands in the easement area.

Vegetation

Most of the easement area is made up of improved pastures supporting introduced pasture plant species, but a few of the fields still support some native herbaceous prairie species. Native Prairie in western Washington State has been identified by the State of Washington as one of 18 Priority Habitats in the state. Priority habitats are defined as "those habitat types with unique or significant value to a diverse assemblage of species".

There is little evidence of trailing or trampling, except immediately around watering facilities. Vegetation stubble heights are about 2 inches on average. A draft herbaceous plant species inventory is included at the end of this report.

Fences

There are some several fences in the easement area. Most are barbed-wire. The fences are all older, but functional. Some fences are on the easement area, and others will function as easement boundary crossfences, but are not actually on the easement acreage. See the photos for illustrations of typical fences. There are also a few crossfences scheduled to be installed through the pre-existing EQIP contract.

Other Improvements

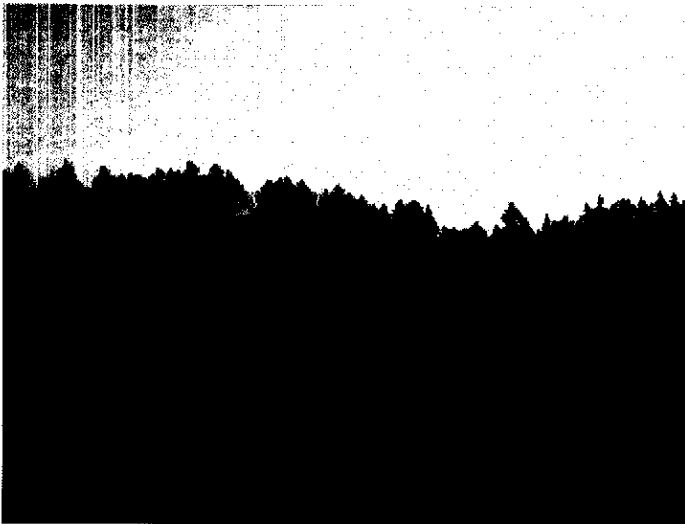
Several powerlines run across the easement area to supply power to wells and old irrigation pumps. The appurtenances for the old irrigation system (risers, etc.) are also present.

The attached Facilities Map shows the location of fences, troughs, ponds and the power lines. The attached Grazing Plan Map shows the location of the fields. The following photos illustrate typical examples of all of these.

Attachment B



Example of typical barbed wire fence and improved access road on farm

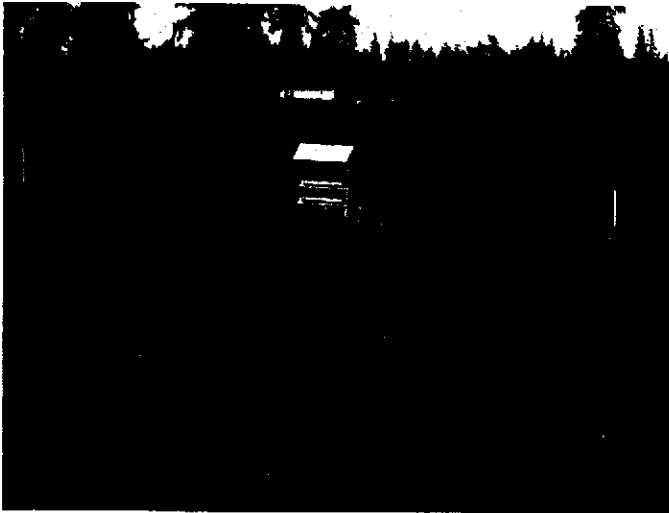


Example of typical pasture and unimproved access road on the farm



Example of typical pasture, fencing, and unimproved access road on the farm.

Attachment B



Example of typical
mineral feeder on the farm

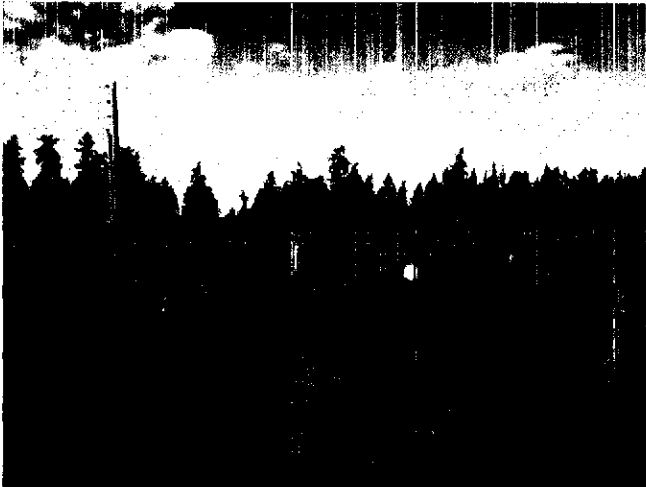


Example of typical older
trough and fence on the
farm.



Example of typical
irrigation system
pressure tank current
on farm. Also,
example of typical
fence and gate.

Attachment B



Example of power to old
irrigation well, and
irrigation risers.

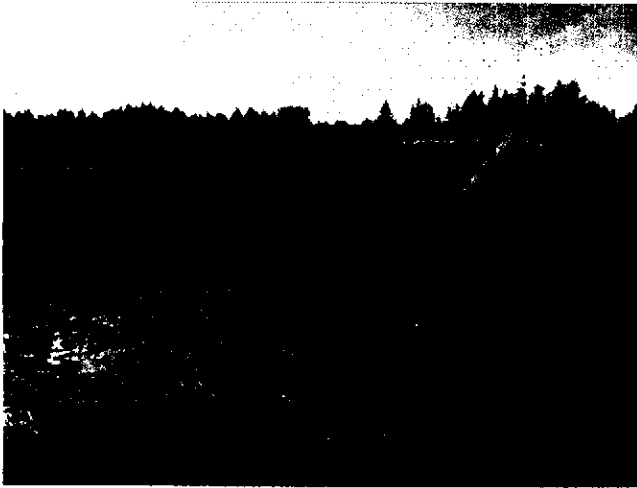


Example of typical pasture
and the power poles and
power lines on the farm.



Example of forage
management on the farm
- haylage

Attachment B



Typical ditch and fence on the farm. (buildings in background are not on the easement)

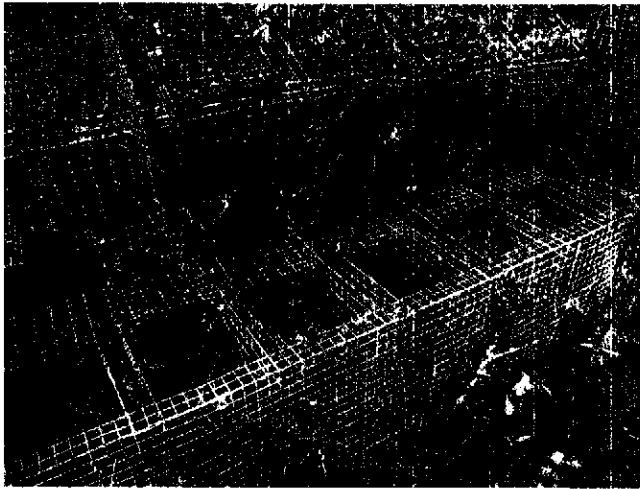


Typical ditch in pasture.



Example of typical pasture with exclusion structure ("fence") created with old mink cages.

Attachment B



Close-up of mink cage
structure used for cattle
exclusion/fence.

**Schader Crown Ranch
Inventory**

Species List (draft)

10/2010

Common Name	Scientific Name	Plant Type*	Native/ Introduced
Chervil, Wild	<i>Anthriscus sylvestris</i>	F	I
Burdock	<i>Arctium lappa</i>	F	I
Thistle, Canada	<i>Cirsium arvense</i>	F	I
Thistle, Bull	<i>Cirsium vulgare</i>	F	I
Carrot, Wild	<i>Daucus carota</i>	F	I
Mustard	<i>Draba verna</i>	F	I
Geranium, Dovefoot	<i>Geranium molle</i>	F	I
Creeping Charlie	<i>Glechoma hederacea</i>	F	I
Cat's-ear, Hairy	<i>Hypochaeris radicata</i>	F	I
Daisy, Ox-eye	<i>Leucanthemum vulgare</i>	F	I
Mallow, Common	<i>Malva neglecta</i>	F	I
Plantain, English	<i>Plantago lanceolata</i>	F	I
Self-heal	<i>Prunella vulgaris</i>	F	I
Buttercup, Creeping	<i>Ranunculus repens</i>	F	I
Sorrel, Sheep	<i>Rumex acetosella</i>	F	I
Dock, Curly	<i>Rumex crispus</i>	F	I
Dock, Broadleaved	<i>Rumex obtusifolius</i>	F	I
Chickweed	<i>Stellaria media</i>	F	I
Dandelion, Common	<i>Taraxacum officinale</i>	F	I
Clover, Red	<i>Trifolium pratense</i>	F	I

Attachment B

Clover, White	Trifolium repens	F	I
Clover, Sub	Trifolium subteranneum	F	I
Mullein, Common	Verbascum Thapsus	F	I
Bentgrass, Colonial	Agrostis capillaris	G	I
Meadow foxtail	Alopecurus pratensis	G	I
Vernalgrass, Sweet	Anthoxanthum odoratum	G	I
Brome, soft	Bromus mollis	G	I
Dogtail, Crested	Cynosaurus cristatus	G	I
Orchard grass	Dactylis glomerata	G	I
Quackgrass	Elymus repens	G	I
Fescue, Tall	Festuca arundinacea	G	I
Velvetgrass	Holcus lanatus	G	I
Barley, Mouse	Hordeum murinum	G	I
Rush, Soft	Juncus effusus	G	I
Ryegrass, Perennial	Lolium perenne	G	I
Canarygrass, Reed	Phalaris arundinacea	G	I
Timothy	Phleum pratense	G	I
Bluegrass, annual	Poa annua	G	I
Bluegrass, Kentucky	Poa pratensis	G	I
Annual fescue	Vulpia sp.	G	I
Chickweed, Field	Cerastium arvense	F	N
Miner's lettuce	Claytonia perfoliata	F	N
Filaree	Erodium cicutarium	F	N
Strawberry, woods	Fragaria virginiana	F	N
Deadnettle	Lamium purpureum	F	N
Fescue, Red	Festuca rubra	G	N
Woodrush, Field	Luzula campestris	G	N
Moss		M	N

* G = Grass or graminoid; F = Forb; S = Shrub; T = Tree; M = Moss; L = Lichen