

**SNOHOMISH COUNTY
CONSERVATION FUTURES PROGRAM ADVISORY BOARD**

JUNE 5th, 2019 REGULAR MEETING

4:30 P.M. – 7:30 P.M.

**Adopt-a-Stream Center
600 128th St. SE, Everett, WA**

Members Present:

County Council Member **Terry Ryan** (Chair), County Council Member **Sam Low** (Vice Chair), County Executive Representative **Ken Klein**, Large City Representative **Kyoko Matsumoto-Wright**, Community Representative (Retiring) **Ann Boyce**, Community Representative (New) **Mark Craven**, Community Representative (New) **Mark Spada**

Board Members Absent:

Small City Representative **Carla Nichols**, Community Representative (Retiring) **Dan Bartelheimer**

Board Staff:

Kye Iris, Sharon Swan, and David McConnell

Guests Present:

Tom Teigen, Parks Director, Snohomish County Department of Parks, Recreation & Tourism, **Tom Murdoch**, Parks Naturalist, Director of Northwest Stream Center and Adopt-a-Stream Center, **Eric Faison**, Town Administrator, Town of Woodway, **James Yap**, Planning Supervisor, Snohomish County Department of Parks, Recreation & Tourism, **Amy Lucas**, Senior Planner, Snohomish County Department of Parks, Recreation & Tourism, **Robin Fay**, North Sound Conservation Manager, PCC Farmland Trust, **Lynn Sordel**, Director, Lynnwood Parks, Recreation & Cultural Arts Department, **Eric Peterson**, Park Superintendent, Lynnwood Parks, Recreation & Cultural Arts **Mark Harrison**, Parks Planning & Capital Development Manager, City of Everett, Carol Miller, Private Citizen, Gene R. Ramson, Private Citizen

1. CALL TO ORDER Chairperson

Board Chair Terry Ryan called the meeting to order at 4:30 p.m.

2. INTRODUCTION OF BOARD MEMBERS Board

Board members, staff and guests introduced themselves.

3. APPROVAL OF MINUTES Board

Board Chair Terry Ryan asked for additions or corrections to the minutes for the January 30th 2019 meeting. There were no corrections or additions from the Board. Board Member Sam Low moved to accept the minutes as written, Board Member Ken Klein seconded and the motion carried 7 in favor, 0 opposed and 0 abstained. (**Attachment A**).

4. RECOGNITION OF RETIRING BOARD MEMBERS

Board

Board Chair Terry Ryan recognized retiring Board Members Ann Boyce and Dan Bartelheimer (absent) for their past service on the Board and asked Ms. Boyce to recount some of her fondest memories from her service. She recounted work on several projects including the Johnson Family Farm in the Stanwood area. Ms. Boyce advised the Board to continue to focus on projects that preserve sensitive areas including farmland, steep sloped canyons such as Japanese and Lund's Gulch Canyons, as well as parks within rapidly urbanizing areas.

Ms. Boyce was presented with a Certificate of Recognition for her service and also a 1 gallon native red cedar seedling to be planted in a location of her choosing. Staff Member Sharon Swan also showed the Board the biographies of the retiring board members posted on the Conservation Futures program webpage.

5. PUBLIC COMMENT

Board

Board Chair Terry Ryan asked for public comments. No comments were offered.

6. STATUS OF CURRENT PROJECTS

Staff

Staff Member Kye Iris updated the Board on the status of funded projects (**Attachment B**). Project proponents, if present, were invited to update the Board on their projects.

Project Status

- a. CF 17-05 City of Bothell – Shelton View Forest Acquisition
The Inter-local Cooperation Agreement (ILA) has been approved, an appraisal of the site has been completed and negotiations with the landowner are in process.
- b. CF 18-01 Deer Creek Park – Final Phase, Town of Woodway
The issues with the Covenants, Conditions & Restrictions (CC&R) have yet to be resolved and the acquisition cannot proceed without resolution of this issue. Town Administrator Eric Faison will update the Board later in the meeting and the Town will be asking the Board for permission to use the previously awarded funding for a different site.
- c. CF 18-02 Terrace Creek Park Addition, City of Mountlake Terrace
The City is close to completing the acquisition and is anticipated to close at the end of June, 2019.
- d. CF 18-03 Reiner Farm, PCC Farmland Trust
Board Staff Member Kye Iris invited Robin Fay, Conservation Manager for PCC Farmland Trust to update the Board on the status of this project. The purchase of the property has been completed, survey of the site is underway and boundary issues are in the process of being resolved. The purchase and sale agreement is being finalized. Discussion followed.
- e. CF 18-07 East Monroe Heritage Site, City of Monroe
The City of Monroe has had a review appraisal and is working through the criteria from Washington State Recreation Conservation Office (RCO) for their matching funds. The City is in negotiations with the landowner.
- f. CF 19-01 Erickson/Brown
The acquisition is complete.

7. DISCUSSION ITEMS

Staff & Guests

a. Town of Woodway, Deer Creek Park Project Update

Eric Faison, Town Administrator, Town of Woodway was invited to brief the Board on the Deer Creek Park Project. Mr. Faison gave a presentation (**Attachment C**) and described the challenges the Town has run into with its current acquisition and then requested that the Board allow the Town to use funding previously allocated for the final phase of Deer Creek Park in the amount of \$350,000 for a new acquisition, the Woodway Reserve Extension. Discussion followed.

After discussion, the Board agreed by consensus to hold the funding awarded to the Town of Woodway for this acquisition until the Town has had a chance to fully answer the Board's questions concerning the original acquisition and the new proposed acquisition. If the questions raised during discussion are fully addressed, then the Board may consider allocating the funding for the Woodway Reserve Extension and if not then the funding would be returned to fund balance and the Town would be invited to submit a new application for the Woodway Reserve Extension project. Discussion followed.

After further discussion, the Board agreed that a motion was needed. Board Chair Terry Ryan asked for a motion. Board Member Sam Low moved that the funding previously allocated to the Town of Woodway be pulled from the Deer Creek Park project and returned to fund balance and held in reserve for further consideration. The Board at the next meeting could reallocate funding to the Woodway Reserve Extension or keep it in fund balance for future projects. Board Member Mark Craven seconded and the motion carried 7 in favor, 0 opposed and 0 abstained.

b. Review of Program Fund Balance

Staff Member Sharon Swan reviewed the program fund balance with the board. There will be approximately \$1.7 million dollars of available funding on the Conservation Futures program fund by the end of 2019 for this grant round.

8. GRANT APPLICATION PRESENTATIONS & REVIEW

Staff

a. Overview of Process & Review of New Conservation Futures Project Map

- 1) Staff Member Sharon Swan reviewed the updated GIS map showing all successful past Conservation Future program acquisitions. The link for the map is: <https://www.snohomishcountywa.gov/3752/PDS-Map-Portal>. The map is a work in progress and future updates will be able to show more information. Ms. Swan also reviewed the grant proposal scoring process (**Attachment D**). Ms. Swan noted that in future grant rounds, the Board could consider making site visits to proposed acquisitions prior to presentations and scoring grant proposals. Discussion followed.

b. Presentations

Applicants

- 1) CF19-05 City of Lynnwood – Lund's Gulch Addition: McCrary Acquisition
Lynn Sordel, Director, Lynnwood Parks, Recreation & Cultural Arts Department and Eric Peterson, Park Superintendent, Lynnwood Parks, Recreation & Cultural Arts Department presented the grant proposal for the Lund's Gulch Addition (**Attachment E**).

The McCrary property is an addition to the City's Lund's Gulch project which started in 1996 and was funded primarily with Conservation Futures program funding. Lund's Gulch and the project site are part of the Lund's Gulch watershed which includes Meadowdale Beach County Park. The proposed acquisition is located south of Lund's Gulch Creek near the intersection of 164th Street Southwest and 60th Avenue West, less than a mile south of Meadowdale Beach County Park.

The site is 4.45 acres and is covered with mature forest which serves as wildlife habitat including habitat for migratory birds. Lund's Gulch Creek also supports

numerous salmonid fish species including Chum salmon, Cutthroat trout, Coho, and Steelhead, and is potential habitat for Chinook salmon. The site has steep slopes that vary from 25% to 75% over most of its area which drains to Lund's Gulch Creek. The property has existing social trails, some of which can be improved to provide access to Lund's Gulch.

The McCrary family is willing to donate \$139,300 dollars of the value of the property, which is valued at \$239,300 dollars. The family is donating a portion of the value of the property and the City is contributing a \$20,000 dollar match. The City is requesting \$124,550 dollars in Conservation futures program funding. Discussion followed.

- 2) CF19-02 Snohomish County Parks – Puget Sound Energy (PSE) Corridor
James Yap, Planning Supervisor, Snohomish County Department of Parks, Recreation & Tourism presented the grant proposal for the Puget Sound Energy Corridor acquisition (**Attachment F**).

The PSE Corridor runs from the south side of the City of Snohomish northwest to the east side of the City of Everett. The corridor is located south of the Burlington Northern Santa Fe (BNSF) Railroad and the Snohomish River. The corridor is approximately 4 miles long and 60 feet wide, totaling approximately 28 acres and is comprised of 10 parcels. The land along the corridor is flat and borders agricultural land and unique views to the south.

The trail corridor represents a continuation of the Centennial Trail system and creates important linkages between the existing Centennial Trail to the City of Everett and the Interurban and North Creek Trails. Future trail development in this area includes a trail link to the City of Monroe and to the City of Duvall via the Snoqualmie Valley Trail, and a trail link to the City of Woodinville and King County via the Centennial Trail south. These linkages have been purchased and will be developed in the future.

Puget Sound Energy is a willing seller and Snohomish County has been in negotiations with the seller for more than a year. The eventual cost of the corridor may be less than the current project grant request. Snohomish County requested \$250,000 dollars of Conservation Futures program funding. There is no match for this project. Discussion followed.

- 3) CF19-03 PCC Farmland Trust – French Slough Farm
Robin Fay, North Sound Conservation Manager, PCC Farmland Trust presented the grant proposal for the French Slough Farm acquisition (**Attachment G**).

PCC Farmland Trust (PCC) is a 501(c)3 non-profit land trust that works to preserve farmland as working farms. PCC over the last five years has focused on the east Puget Sound region for farmland preservation due to the high rate of growth and the high risk of farmland being converted to residential and commercial uses.

The French Slough Farm is owned by the Bartelheimer family and is located between the Cities of Monroe and Snohomish. The farm is 566.5 acres. The Bartelheimer family has farmed in this location for 5 generations and the grandchildren of the current owners plan to continue farming. The farm is 11 times larger than the average size farm in Snohomish County and has 99% USDA prime farmland soils, water rights, flat topography, and is protected from flooding by dikes maintained by the French Slough Flood Control District. The farm is zoned Ag 10

and is made up of 70 existing lots which could be easily developed if the land was converted from farmland to other uses. The City of Snohomish Urban Growth Area boundary is to the west of the farm and the City of Monroe to the east is expanding west.

This project was first presented to the Conservation Futures Program Advisory Board 2 years ago. The value of the conservation easement is \$3,000,000 dollars. Since then, PCC has secured \$950,000 dollars in Washington Wildlife Recreation Program (WWRP) funding from Washington State and an additional \$1,500,000 dollars in Natural Resources Conservation Service (NRCS) funding from the Federal Government is anticipated. The Conservation Futures funding request is for \$625,040 dollars to acquire a conservation easement. Discussion followed.

- 4) CF19-04 Snohomish County Parks – Miller Pond
Amy Lucas, Senior Park Planner presented the grant proposal for the Miller Pond acquisition (**Attachment H**).

The Miller Pond property is a 4.36 acre property with a category 1 wetland, pond, 3 priority habitat features, existing structures and trails. The property is located in the headwaters for Little Bear Creek north of the City of Bothell and Hwy 524, and is zoned R-7,200. The site is in an area where growth has been rapid and is under a high treat of being developed if not acquired for open space purposes.

There is an existing need for a park in this area and the site offers the potential for development of passive recreation opportunities if acquired. The nearest existing parks are Tambark Creek Park and Silver Creek Park. Both are both approximately a 2 mile walk from the Miller Pond property.

The Conservation Futures program funding request is for \$305,650 dollars. Snohomish County will provide \$305,650 dollars of local park impact mitigation fees (Nakeeta Beach Area) from the current budget as match funding for a 50% match. Discussion followed.

- 5) CF19-06 City of Everett – Deckman Addition: Clark Acquisition
Mark Harrison, Parks Planning & Capital Development Manager, City of Everett presented the grant proposal for the Clark acquisition, an addition to the Deckman property now known as Morgan Madison Park (**Attachment I**). The Deckman property was acquired in 2009 using Conservation Futures Program funding.

Morgan Madison Park and the proposed Clark addition are located at 518 Madison Street in Everett. The Clark addition is a 0.34 acre parcel west of and contiguous to the park. The site has mature coniferous and deciduous trees, a small class 4 wetland, and a small 480 square foot cottage. The park is already partially developed and is used by the public and school groups from nearby elementary schools. There is a caretaker onsite and the City plans to repurpose the residence located in the park as a small community center in the future.

The City is requesting \$283,951 dollars in Conservation Futures Program funding. The City will provide a 4% match of \$16,766 dollars to cover survey and other closing costs as well as to provide fencing, signage and removal of noxious weeds. Discussion followed.

- c. Deliberations & Recommendation to Snohomish County Council Board
 Board Chair Terry Ryan asked the Board to begin deliberations on which grant proposals to fund. Discussion followed.

After deliberations, Board Member Ken Klein moved that the Conservation Futures Program Advisory Board recommend to the Snohomish County Council funding for: (1) Snohomish County's Puget Sound Energy Corridor in the amount of \$250,000.00, (2) PCC Farmland Trust's French Slough Farm project in the amount of \$625,040.00, (3) Snohomish County's Miller Pond project in the amount of \$305,650.00, (4) the City of Lynnwood's Lund's Gulch McCrary Property Acquisition in the amount of \$124,550.00, (5) and the City of Everett's Clark Property Addition in the amount of \$200,000.00.

Board Member Sam Low seconded and the motion carried 7 in favor, 0 opposed and 0 abstained.

Table of Conservation Futures Program Advisory Board Projects Recommended for Funding 06-05-2019

Project Code	Project Name	Project Sponsor	Acres	Council District	Grant Request	CFPA Board Funding Recommendation
CF19-02	Puget Sound Energy Corridor	Snohomish County Department of Parks, Recreation & Tourism	8.0	District 5	\$250,000.00	\$250,000.00
CF19-03	French Slough Farm	PCC Farmland Trust	566.5	District 5	\$625,040.00	\$625,040.00
CF19-04	Miller Pond	Snohomish County Department of Parks, Recreation & Tourism	4.36	District 5	\$305,650.00	\$305,650.00
CF19-05	Lund's Gulch: McCrary Acquisition	City of Lynnwood	4.45	District 3	\$124,550.00	\$124,550.00
CF19-06	Clark Property Acquisition	City of Everett	0.34	District 2	\$282,951.00	\$200,000.00
		TOTALS	583.65		\$1,588,191.00	\$1,505,240.00

- d. Feedback on Grant Process & Potential Changes for Future Grant Round Staff

Staff Members Sharon Swann and Kye Iris asked the Board if they had any feedback on the grant process used for this round and also if Board Members wanted any changes made in the process or documents for the next grant round. Board staff recommend that Board Members visit sites in person where possible prior to future grant application scoring. Discussion followed. The Board was satisfied with the current process.

9. SET DATE & TIME FOR NEXT MEETING Board

Board Chair Terry Ryan asked the Board to consider a short special meeting to address the Town of Woodway's Deer Creek Park and Woodway Reserve Extension projects. Chair Ryan suggested the time period of the last week in August through the third week in September. Discussion followed.

After discussion, the Board agreed by consensus to schedule a special meeting of the Board to address issues about the Town of Woodway's projects on August 30th from 11:00 a.m. to 12:00 p.m., at the Evergreen State Fairgrounds in the administration building. The meeting could be held after the Armed Services Day ceremonies since all of the County Board members and staff would be at the Fair. Chair Ryan asked Board Staff Member David McConnell to check with Fair Staff and also to survey the Board.

10. COMMENTS FROM THE BOARD

Board

There were no comments from the Board.

11. ADJOURN

Chairperson

Board Chair Terry Ryan adjourned the meeting at 7:14 p.m.

ATTACHMENTS:

Attachment A – January 30th 2019 CFPA Board Draft Minutes

Attachment B – Project Status Report, June 5th 2019

Attachment C – Town of Woodway, Deer Creek Park Update & Transfer of Funds Request

Attachment D – Conservation Futures Property Tax Fund, Prioritization of Projects, SCC 4.14.100

Attachment E – City of Lynnwood, Lund's Gulch, McCrary Acquisition

Attachment F – Snohomish County Parks, PSE Corridor

Attachment G – PCC Farmland Trust, French Slough Farm

Attachment H – Snohomish County Parks, Miller Pond

Attachment I – City of Everett, Clark Property Acquisition

WHERE TO GET COPIES OF DOCUMENTS AND WEBSITE ACCESS: Please check www.snohomishcountywa.gov for additional information or the Snohomish County Department of Parks and Recreation, Reception Desk, 6705 Puget Park Drive, Snohomish. For more information, call Dave McConnell at 425-388-6627 or by email at david.mcconnell@snoco.org.

AMERICANS WITH DISABILITIES ACT NOTICE: Snohomish County facilities are accessible. The county strives to provide access and services to all members of the public. Sign language interpreters and communication materials in alternate form will be provided upon advance request of one calendar week. Dave McConnell at 425-388-6627 or by email at david.mcconnell@snoco.org.

Attachment A – January 30th 2019 CFPA Board Draft Minutes

**SNOHOMISH COUNTY
CONSERVATION FUTURES PROGRAM ADVISORY BOARD**

JANUARY 30, 2019 REGULAR MEETING MINUTES

5:30 P.M. – 7:30 P.M.

**Adopt-A-Stream Foundation
600 128th St. SE, Everett, WA**

Members Present: County Council Member **Terry Ryan** (2018 Chair), County Council Member **Sam Low**, County Executive Representative **Ken Klein**, Large City Representative **Kyoko Matsumoto-Wright**, Small City Representative **Carla Nichols**, Community Representative **Ann Boyce** and Community Representative **Dan Bartelheimer**

Board Staff: **Kye Iris**, **Sharon Swan** and **David McConnell**

Guests Present:

Tom Teigen, Parks Director, Snohomish County Department of Parks, Recreation & Tourism
Peggy Hurd, Member, 108th Street Point Homeowners' Association
Tom Murdock, Parks Naturalist, Director of Northwest Stream Center and Adopt-a-Stream Center
Tracey Pencoskey, Position Title, City of Bothell
Julie Chittender, King's Ridge Homeowners Association
John Evans, E-P2 Companies
Sally Lider, League of Women Voters

1. CALL TO ORDER

2018 Board Chair Terry Ryan called the meeting to order at 5:35 p.m.

2. INTRODUCTION OF BOARD MEMBERS

Board members, staff and guests introduced themselves.

3. ELECTION OF 2019 BOARD CHAIR AND VICE CHAIR

2018 Board Chair Terry Ryan opened the floor for nominations for the positions of 2019 Chair and Vice Chair.

2019 Chair – Board Member Ken Klein nominated Terry Ryan for 2019 Board Chair. Board Member Ann Boyce seconded the motion. The motion carried 7 in favor, 0 opposed.

2019 Vice Chair – Board Chair Terry Ryan nominated Board Member Sam Low. Board Member Carla Nichols seconded the motion. The motion carrier 7 in favor, 0 opposed.

Election Results: Board Member Terry Ryan was elected 2019 Chair. Board Member Sam Low was elected 2019 Vice Chair.

4. APPROVAL OF MINUTES

Board Chair Terry Ryan asked for additions or corrections to the minutes for the June 25th 2018 meeting. Board Member Ann Boyce noted that in Section 8, on the chart, the City of Mountlake Terrace is misspelled and should be corrected.

Board Member Kyoko Matsumoto-Wright moved to approve the minutes with corrections, Board Chair Terry Ryan seconded, and the motion carried 7 in favor, 0 opposed (**Attachment A**).

5. PUBLIC COMMENT

Board Chair Terry Ryan asked for public comments.

- a. **Peggy Herd**, 108th Street Point and Kings Ridge Home Owners Associations (HOA) – Ms. Herd representing the 108th Street Point and Kings Ridge Home Owners Associations (HOA) addressed the Board and made a short presentation (**Attachment B**) regarding an emerging opportunity called the Go-East Landfill, also known as the Baker View Development.

The site is approximately 40 acres, is partially wooded with mature growth forest and has a large open meadow in the upper portion. The site is a former aggregate mine and landfill that has been filled in. The landfill was closed and the owner worked with the Snohomish County Health District and Snohomish County Public Development Services (PDS) to develop a 97 home residential plat on the site.

The HOA has concerns about the proposed use of the site and believes that the site would be better used for open space as a park. The site is in the middle of a large suburban neighborhood. The HOA opposes the development of the site and requests that the County investigate the possibility of purchasing the site. The HOA believes the owners may be willing sellers and is willing to provide matching funds and to help write grants to purchase the site.

Discussion followed.

6. EMERGING & POTENTIAL PROJECTS

Staff Member Kye Iris summarized the proposed project. The Erickson property is an approximately 2 acre parcel located in the former Steelhead Haven neighborhood. It is immediately north of SR 530 and the Whitehorse Trail and is landlocked with no legal access for the owner. The land is in the slide zone of the Oso Landslide and cannot be developed due to zoning restrictions. The owner also cannot rebuild on the site. Snohomish County previously offered the property owner \$45,000 dollars for the property but the owner was unwilling to sell. Due to the complicated history of the site, Ms. Iris estimated that the property would need supplemental or substitution funding due to a potential duplication of benefits determination between \$10,000 dollars and \$50,000 dollars.

Discussion followed.

Board Member Carla Nichols moved that the Board recommend funding the acquisition at a range of \$10,000 dollars to \$50,000 dollars. Board Member Ann Boyce seconded. The motion carried 7 in favor, 0 opposed.

7. PROJECT STATUS

Staff Member Kye Iris updated the Board on the status of funded projects (Attachment B). Project proponents, if present, were invited to update the Board on their projects.

Project Status

- a. CF 17-03 Forterra NW – Lake Serene Trail Acquisition
The Lake Serene Trail acquisition has closed and the project has been completed.
- b. CF 17-05 City of Bothell – Shelton View Forest Acquisition
Tracy Perkosky, Parks Planning and Grants Program Manager for the City of Bothell reported on the status of the City of Bothell's Shelton View Forest acquisition. The City and the property owner are in negotiations and are working to resolve access issues. Discussion followed.

c. CF 17-06 City of Stanwood – Johnson Farmland Preservation
The Johnson Farm acquisition has closed, and the project is completed. 171 acres of agriculture land preserved in active farming. Discussion followed.

d. CFB 16-02 City of Sultan – Sultan River Nature Trail
The Sultan River Nature Trail acquisition has closed and the project has been completed.

e. CF 18-01 Town of Woodway - Deer Creek Park – Final Phase

The Town of Woodway is making progress working through issues related to covenants placed on the property they are working to acquire. They are working with Staff Member Kye Iris to resolve the issues and are continuing to negotiate with the land owner. The issues must be resolved before the acquisition can proceed. Discussion followed.

f. CF 18-02 City of Mountlake Terrace - Terrace Creek Park Addition
The ILA with the City of Mountlake Terrace has been executed. The City in negotiations with the landowner. Discussion followed.

g. CF 18-03 PCC Farmland Trust - Reiner Farm
PCC Farmland Trust has purchased the Reiner Farm and has enabled the farmer on site to continue to farm the land. The Tulalip Tribe will be purchasing all the riparian and river front property for future fish enhancement. Discussion followed.

h. CF 18-07 City of Monroe - East Monroe Heritage Site

The City of Monroe is has completed an appraisal of their proposed acquisition and the appraisal is currently under review. They will update Staff when the appraisal review is complete. Discussion followed.

i. CF 18-04 Snohomish County Department of Parks and Recreation - Heirman Family Property
The Heirman Family Property acquisition is complete and the project is closed. Ms. Iris also noted that the Heirman family had the property appraised and when the appraisal came in well above the agreed upon sale price for the property, the family donated the \$700,000 dollars difference in value to the County for park purposes. Discussion followed.

j. CF 18-06 Snohomish County Department of Parks and Recreation - Messer Addition to Squire Creek Park, SCPRT

The Messer Addition to Squire Creek Park has been acquired and the project has been completed. Discussion followed.

8. DISCUSSION ITEMS

a. Grant Recipient Compliance Issues & Resolution

Staff Member Kye Iris summarize the background leading to this discussion issue. The Conservation Futures Program has provided approximately \$78,000,000 dollars in grant funding to acquire and preserve property since the inception of the program. Snohomish County is in the process of developing a GIS layer to be provided to PDS to monitor for future land uses that are not permitted by the conservation easements placed on Conservation Futures funded land acquisitions.

Ms. Iris described several instances in the past where municipalities sold or developed sites or portions of sites out of compliance with the conservation easements. Sale of Conservation Futures Funded properties are permitted, but if a property is sold the conservation easement requires that the seller pay back the Conservation Futures program the value of the funding used to purchase the property. If the purchasing entity does not agree to pay back the Conservation Futures Program funding, then the entity would be ineligible for future grant rounds until they resolve the issue to the County's satisfaction.

Ms. Iris also discussed the need for title review to be required as part of the grant application and property acquisition process. She cited several examples where title review would have prevented problems in past property acquisitions and she asked the Board to consider title review should be required as part of the grant application process. Discussion followed.

Board Chair Terry Ryan asked Staff to provide language for a motion to change Board Policy and address this issue. Staff and the Board discussed and agreed on language for a motion.

Board Chair Terry Ryan moved that if a previous grant recipient is out of compliance with the Interlocal Cooperation Agreement (ILA) or conservation easement from a previous conservation futures program grant, then the entity is ineligible to receive future grant funding until the issue is resolved to the County's satisfaction." Board Member Ken Klein seconded. The motion carrier 7 in favor, 0 opposed.

b. Neighbor Requests for Development on Conservation Futures Funded Properties

Snohomish County Department of Parks And Recreation Director Tom Teigen addressed the Board and summarized a request from a landowner adjacent to the Storm Lake property. The property was acquired with Conservation Futures program funding. Mr. Teigen described that the landowner would like to develop the property in the future and contacted him requesting that the County consider a land swap. The issue was previously brought before the Board for consideration and rejected. Similar requests in the past have also been rejected by the Board and by Staff. The landowner has an alternative access option that is more expensive to develop and instead would like to acquire a 30 foot wide by 240 foot long driveway access from the County. Mr. Teigen agreed to bring the request before the Board again for consideration. He noted that this may set a precedent for the County accepting similar requests in the future. Discussion followed.

Board Chair Terry Ryan asked Staff to research the issue further, provide an aerial map and other details, and to report back to the Board at their next meeting in May 2019. The Board will review the request at that time.

c. Review of Program Fund Balance

Staff Member Sharon Swan summarized the Conservation Futures Program Fund Balance report and indicated that there would be approximately \$1,500,000 dollars in available funding by the end of 2019 to allocate should the Board decide to authorize a grant round. Discussion followed. The Board decided by consensus to authorize a grant round for 2019.

d. Potential 2019 Grant Round Processes – Review application package, key dates, any changes?

Staff Member Sharon Swan reviewed the current grant application package, policies, and project scoring with the Board. Ms. Swan also indicated that the title review requirement would be worked into the new grant application package. She asked the Board if they wanted any further changed in the policies or the application package. Discussion followed.

Ms. Swan and Snohomish County Parks and Recreation Director Tom Teigen informed the board that the Conservation Futures Program may be providing \$500,000 dollars in seed funding to help

start a new program for preservation of agriculture lands in active farming. The program was currently under discussion but details had not been finalized. Discussion followed. The Board took no action on this proposal. Board Chair Terry Ryan requested more details from Staff.

The Board and Staff discussed the timing for a grant round in 2019. It was agreed by consensus that the announcement would occur in the next few weeks and that approximately 8 weeks would be provided for applicants to create and submit their applications. Applications would be due in mid to late April and the next meeting of the Board would be tentatively scheduled in May. Staff agreed to prepare the grant package, survey the Board for meeting dates, announce the grant round and schedule the May meeting.

9. SET DATE & TIME FOR MAY 2018 REGULAR MEETING

The Board agreed by consensus to tentatively schedule their next meeting in May based on the timing for a 2019 grant round.

10. COMMENTS FROM THE BOARD

Board Chair Terry Ryan asked if Board Members had any general comments to make before adjourning the meeting.

Board Chair Terry Ryan asked Staff to brief the Board on the replacement of Board Members Ann Boyce and Ban Bartelheimer who are term limited. Staff Member Sharon Swan indicated that Snohomish County Code defines the limits of how long board members can serve and allows board members to serve for a short time following the end of their last term as replacement board members are recruited. Residents of Snohomish County can go to the Snohomish County website on the Boards and Commissions webpage and find an online application for openings in all county boards and commissions. All interested parties are encouraged to apply.

Board Member Ken Klein indicated that the Executive has requested a legal opinion on term length for board members and that the Executive's Office has reached out to potential candidates.

Board Member Sam Low thanked Peggy Herd for taking the time to speak to the Board on behalf of her community and for presenting a potential open space acquisition for the Board's consideration.

Board Members Ann Boyce and Dan Bartelheimer commented that with the conclusion of their terms they both greatly enjoyed the opportunity to serve with a talented and diverse group of people and to preserve many valuable open space properties.

11. ADJOURN

Board Chair Terry Ryan adjourned the meeting at 7:20 p.m.

ATTACHMENTS:

Attachment A – Presentation – Go-East Landfill/Baker View Development

Attachment B – CFP Board Draft Minutes for June 25th 2018

Attachment C – Project Status Report January 2019

WHERE TO GET COPIES OF DOCUMENTS AND WEBSITE ACCESS: Please check www.snohomishcountywa.gov for additional information or the Snohomish County Department of Parks and Recreation, Reception Desk, 6705 Puget Park Drive, Snohomish. For more information, call Dave McConnell at 425-388-6627 or by email at david.mcconnell@snoco.org.

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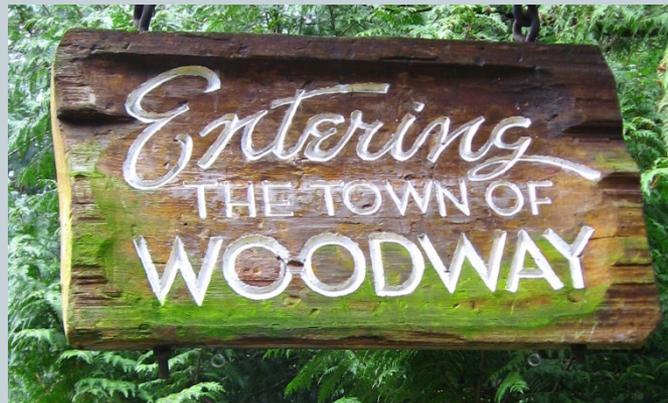
Attachment B – Project status Report, June 5th 2019

**Attachment C – Town of Woodway, Deer Creek Park Update & Transfer of Funds
Request**

Town of Woodway



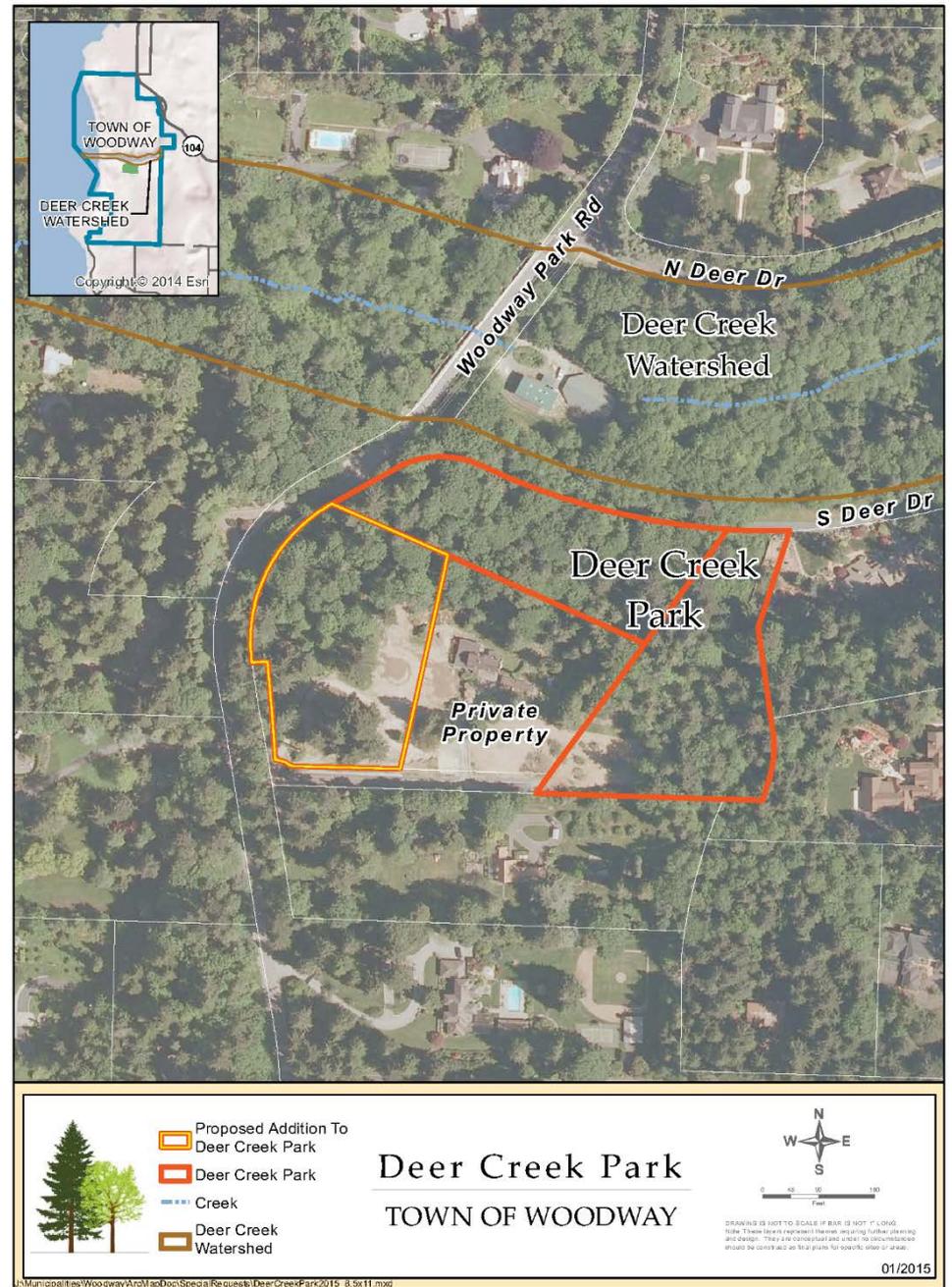
Deer Creek Park – Update Transfer of Funds to “Woodway Reserve Extension”



Presented by:
Eric A. Faison
Town Administrator

The 2013 Grant

- Conservation Futures grant facilitated the purchase of two lots totaling 4.38 acres.
- Other two lots purchased by private party, with one lot redeveloped as residence.
- We are finalizing an amendment to the CCRs on the plat to finalize the park. The property owner wanted us to assure you that it will be done shortly – he has been out of the country.



What we've done.

- Town's Public Works crew has developed signage, benches and trails throughout the lower park.
- We recently completed switchback trails to a meadow in the upper portion of the park.
- The trails are well used by walkers from Woodway, Edmonds and Shoreline.





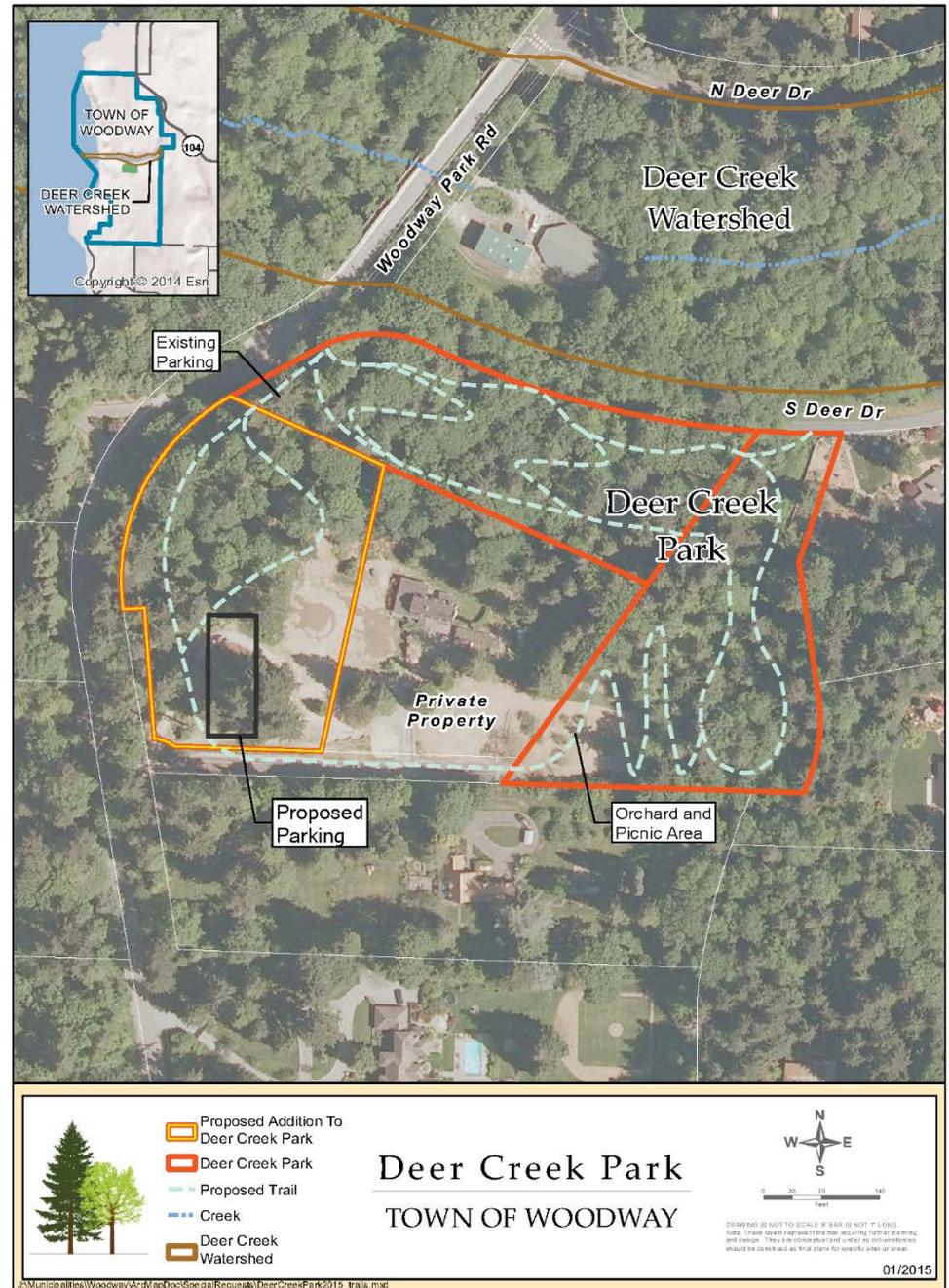






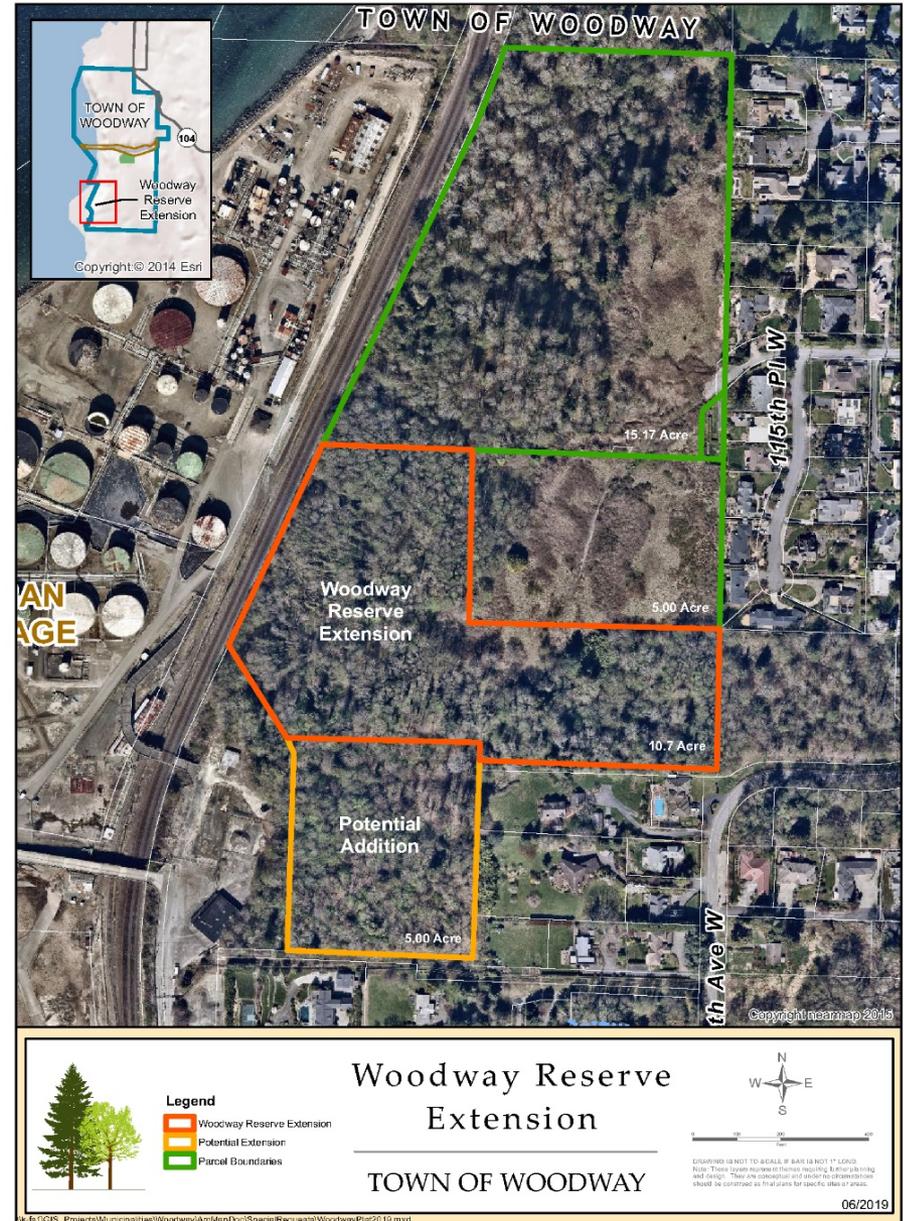
2018 Grant

- In 2018, we sought \$589,750 to expand the park by 50%.
- \$1.1 million property valuation.
- Property owner was willing to donate \$531,200 – over 52% of project cost.
- Town requested \$589,750.
- Conservation Futures granted \$350,000.
- Property owner is unwilling to increase his donation by an additional \$239,750.



Transfer Request

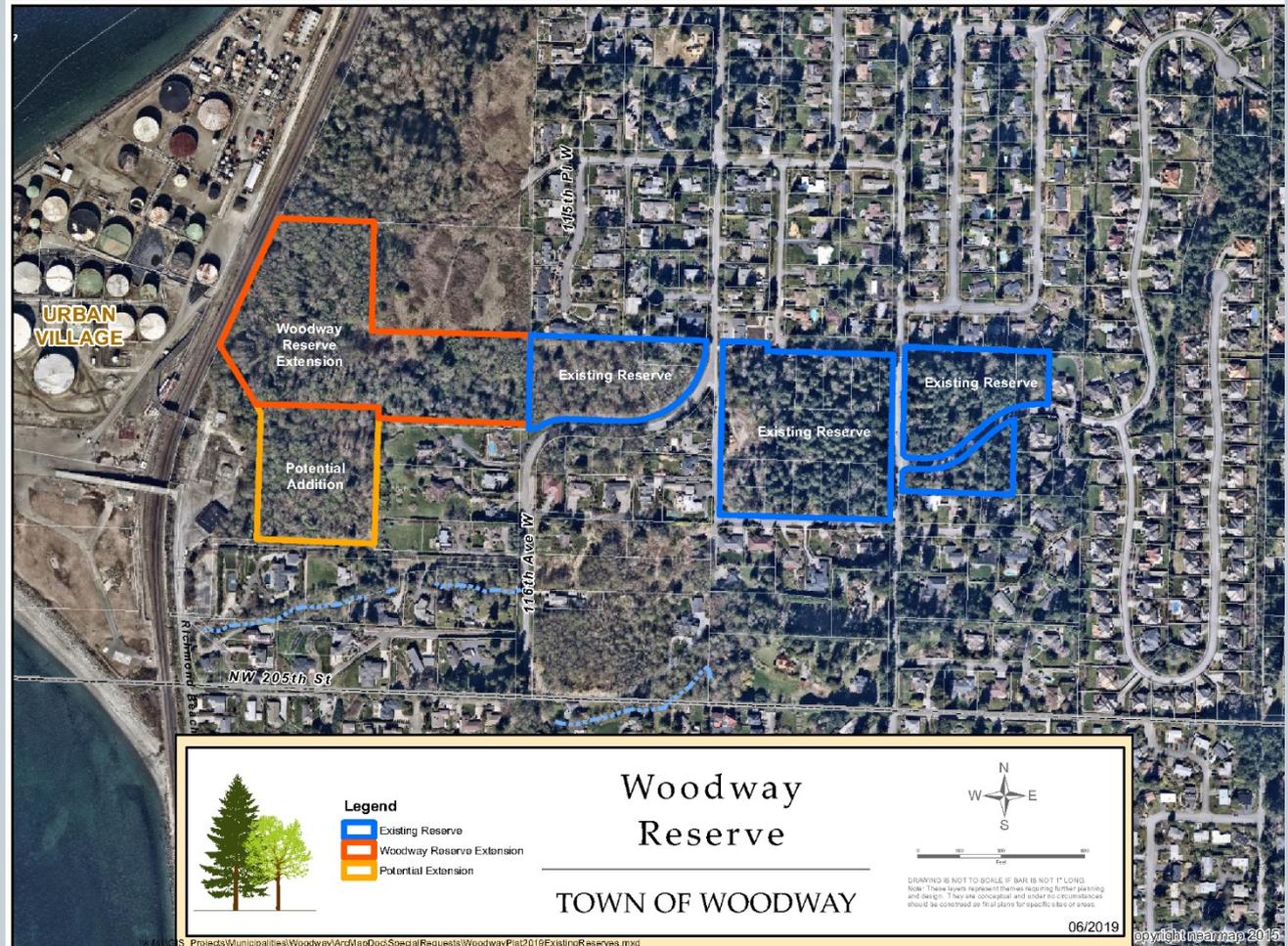
- We have the opportunity to purchase a larger, more important piece of property, extending the Woodway Reserve to connect upper Woodway by trails to Point Wells.
- We would like to transfer the funds allocated for Deer Creek Park to the 10.7 acre Woodway Reserve Extension.
- The Town will be exploring the possibility of obtaining an additional five acres south of the proposed grant purchase.



Woodway Reserve



The proposed purchase would be combined with the western portion of the existing Woodway Reserve, creating a seamless extension of the Reserve down to Point Wells.



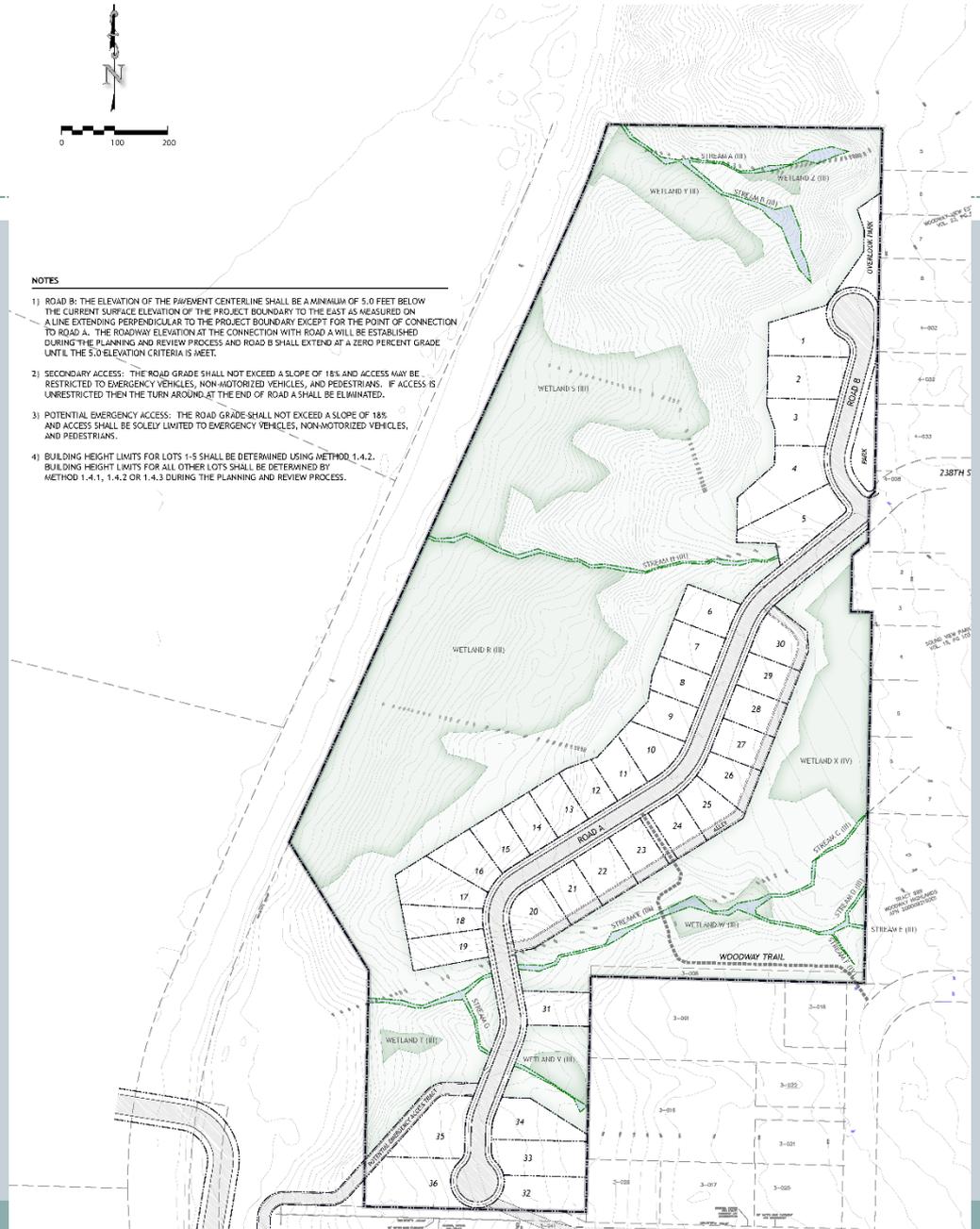
Environmentally Critical Area

- The area has been designated in the Woodway Comprehensive Plan as an environmentally critical area.
- Achieves many of the goals of the previous request
- Connectivity with existing park supports preservation of contiguous, structurally complex habitat

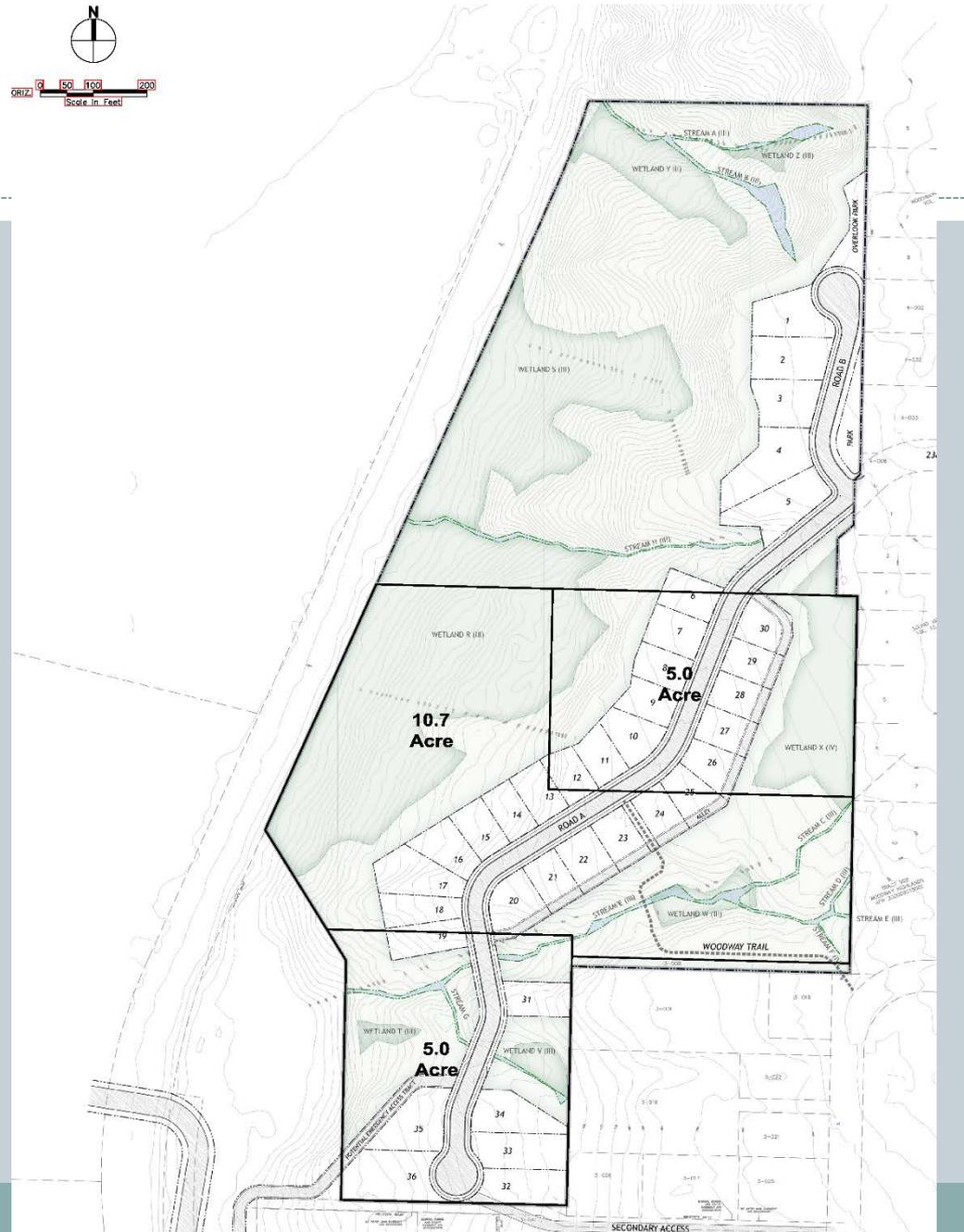
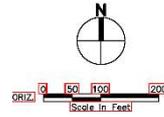


Potential Development

The property is currently subject to a development agreement and at risk of being developed as a subdivision.



The Property



Pond in the upland area



Trails around a pond



Trails around the pond



Stream leading to Puget Sound



Heavily vegetated



Open areas



Potential views







Request



- Requesting a transfer of the existing \$350,000 allocation from Deer Creek Park to the Woodway Reserve Extension.
- The Town will pay for all transfer and administrative costs.
- Request is consistent with Conservation Futures goals.

Conclusion



Questions

**Attachment D – Conservation Futures Property Tax Fund, Prioritization of Projects, SCC
4.14.100**

Conservation Futures Property Tax Fund

Prioritization of Projects

SCC 4.14.100



Snohomish County

Fund Allocation Criteria - SCC 4.14.100(2)

(2) *Fund Allocation Criteria.* To identify and select projects for acquisition by the county, each proposal shall be evaluated to determine whether it:

- (a) Has regional or community-wide significance;
- (b) Provides multi-jurisdictional benefit;
- (c) Enhances or complements an ongoing conservation or preservation program;
- (d) Conserves opportunities which are otherwise threatened by development;
- (e) Comprises a portion of a continuum of projects which collectively implement a complete project or objective;
- (f) Complies with one or more open space program policies and criteria;
- (g) Comprises an entire project;
- (h) Establishes a trail corridor and/or natural area linkage.

Prioritization of Projects- SCC 4.14.100(1)

(1) The conservation futures program advisory board shall use the fund allocation criteria set forth in subsection (2) below as a preliminary threshold in making its recommendations for funding for proposed acquisition projects. Such criteria may be used by the board in conjunction with other considerations developed to help prioritize proposed projects for submittal to the council for approval; provided, however, that recommendations concerning proposals to purchase conservation easements under the Purchase of Development Rights (PDR) program shall be made solely by the director of the Department of Planning and Development Services, or his or her designee, consistent with separate review criteria adopted by the director of the Department of Planning and Development Services by administrative rule pursuant to the requirements of SCC [30.82](#). Rules adopted pursuant to this section shall contain ranking criteria intended to focus expenditures on productive agricultural properties that are at risk of conversion to nonagricultural uses.

Prioritization of Projects- SCC 4.14.100(1)

(3) Recommendations for funding made pursuant to this section shall comply with the requirements of RCW [84.34.230](#) and [84.34.240](#), if applicable, and include an analysis of whether the projects promote or inhibit the goal of distributing the tax levied under this chapter, over time, throughout the county.

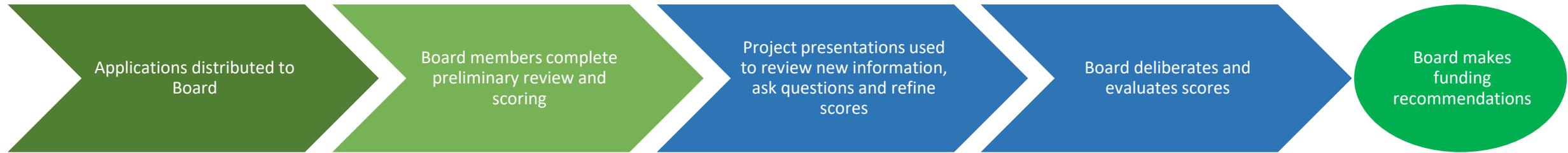
PDS Map Portal - <http://gismaps.snoco.org/Html5Viewer/Index.html?viewer=pdsmapportal>

- Layers
- Public Lands (Public and Protected Lands)

Application Process



Application Process



Attachment E – City of Lynnwood, Lund’s Gulch, McCrary Acquisition

SNOHOMISH COUNTY CONSERVATION FUTURES PROGRAM

APPLICATION FOR CONSERVATION FUTURES FUNDS

PROJECT NAME: LUND'S GULCH: MCCRARY ACQUISITION

PROJECT SPONSOR: CITY OF LYNNWOOD

APPLICATION NO. (TO BE ASSIGNED BY STAFF): CF19- 05

SUBMITTAL CHECKLIST

CHECKLIST OF REQUIRED DOCUMENTS

The following documents should be submitted with the completed application. Please organize required documents in the order below and provide eight double sided color copies of the complete grant application as well as one ".pdf" copy (on disk or via email). Additional documents beyond what are listed here may be included at the discretion of the applicant.

No.	Type of Document Attached	Check if Included
1	Title Page/Submittal Checklist	✓
2	I. Applicant Information	✓
3	II. Project Background <ul style="list-style-type: none"> a. Willing seller letter b. Preliminary Title Report c. Site Vicinity Map d. Aerial photograph 	✓ ✓ ✓ ✓
4	III. Cost Worksheet (included in general project information)	✓
5	IV. Project Review Criteria responses	✓
6	Any other supporting documents (please list below)	
7	V. Letter of Intent	✓
8	VI. Photologue	✓
9		
10		

SECTION I – APPLICANT INFORMATION

1. PROJECT TITLE: LUND'S GULCH: MCCRARY ACQUISITION

2. AMOUNT REQUESTED (from Cost Worksheet) \$124,550

3. PROJECT SPONSOR: City of Lynnwood – Parks, Recreation & Cultural Arts

Address: PO Box 5008
Lynnwood, WA 9804-5008

Sponsor is: Unit of Local Government: X
Private/Non-Profit Agency*: _____
*Eligible per [RCW 84.34.250](#)

4. CONTACT PERSON:

Name: Sarah Olson Title: Deputy Director
Address: PO Box 5008, Lynnwood, WA 98046-5008
Phone: 425-670-5503 Cell Phone: N/A
Email Address: solson@lynnwoodwa.gov

SECTION II – PROJECT INFORMATION

1. PROJECT LOCATION:

Address: UNKNOWN - MEADOWDALE BEACH BLK 000 D-01 - S1/2 TR 77 OSG-10

Section: 05SE Township: 27 Range: 04

Assessor Tax Account Number(s): 005131-000-077-01

Property Legal Description (full legal if available): The South half of Tract 77, Plat of Meadowdale Beach, according to the Plat thereof recorded in Volume 5 of Plats, Page 38, records of Snohomish County, Washington. Situate in the County of Snohomish, State of Washington.

2. EXISTING CONDITIONS:

Number of Parcels: 1 Total Acres: 4.45

Addition to Existing Site: YES X NO ___ If yes, which site: 9 parcels = 50.28 acres (see vicinity map)

Current Zoning: City of Lynnwood: RS-8 Residential

List Existing Structures/Facilities: None

Current Use: Vacant

Waterfront? (name of body of water): N/A

Shoreline? (lineal ft.): N/A

Owner of Tidelands/Shoreline (State or private): N/A

The McCrary Property displays many of the same physical characteristics, wildlife and habitat as Lund's Gulch and Meadowdale Beach Park. It is heavily wooded with second growth forest of Western Red Cedar, Douglas fir, Hemlock and Alder, native understory, steep slopes, and wetlands. Nearly all of the property slopes downhill with gradients between 30 and 75 percent. The entire property is wooded and serves as a buffer for Lund's Gulch Creek located directly north on City of Lynnwood property and running the length of the parcel. Lund's Gulch Creek is a Category I stream that flows through Meadowdale Beach Park and contains species listed on the Washington Department of Fish and Wildlife Priority Habitat and Species List, including steelhead which is federally listed as "threatened." Additionally, the site supports a variety of wildlife and serves as a migration route for land birds and other mammals.

The property hosts several social trails developed over the years by area neighbors and visitors that connect to the surrounding city-owned open space in Lund's Gulch. This corner property offers the best opportunity for the City to develop and formalize a network of nature trails in Lund's Gulch by offering an ideal location for a trailhead and a small parking lot.

(See Attachments Site Vicinity Map, Aerial Photograph, and Photologue)

6. PROJECT STEWARDSHIP AND RESPONSIBILITY:

Long-term maintenance of the site is a requirement for funding consideration. Please describe to what degree the sponsoring agency and/or long-term property manager is prepared to provide long-term stewardship (maintenance, management, etc.) for the proposed project site. Detail existing programs or plans that may apply to the site. In addition, please describe if there is the potential for future private business use on the site.

The City of Lynnwood currently manages over 350 acres of parks and open space, including 90.25 acres of open space in Lund's Gulch wrapping around Meadowdale County Beach Park on both the north and south sides. The City will include long-term stewardship of this site in its existing maintenance program. Future plans for the site are primarily intended for conservation and environmental preservation of the important upland, forest slope. This site is located within a ½-mile walk to three local schools in the Edmonds School District which provides us a unique opportunity to partner on environmental education of topics such as tree canopies and urban heat islands, filtration of groundwater, riparian habitat, and animal habitats. We will plan and organize volunteer stewardship projects such as how to identify and remove invasive plant species with the schools and neighborhood groups.

This acquisition is in alignment with the 2016-2025 Parks, Arts, Recreation and Conservation Plan with an action strategy to develop trails to recreation and transportation purposes. This site with its situation on the corner of 164th ST SW and 60th Ave W provides us with a unique opportunity to develop a small parking lot and create a formal trailhead to the network of social trails that traverse through the Lund's Gulch Open Space. The City of Lynnwood hopes to someday develop a Class I multi-use path leaving Lund's Gulch headed south through Lynnwood to connect to the Scriber Creek Trail and Lynnwood Transit Center.

There are no future plans for private business uses on the site.

Lynnwood's partners in the preservation of Lund's Gulch include the Brackett's Landing Foundation (BLF), Citizens for Greater Norma Beach Neighborhood (CGNBN), and the Edmonds Community College Service Learning Program. These groups will continue to participate in joint stewardship of the Lund's Gulch Open Space as they are fully invested in the preservation of Lund's Gulch, and have been working to mitigate negative impacts on Meadowdale Beach Park and Lund's Gulch for over ten years. They will provide continued stewardship of the site, including frequent site observation to report any problems such as erosion, landslide, fallen trees, inappropriate human activity, etc., to Lynnwood's Parks Department. They have volunteered to perform surveys of invasive plants and unusual wildlife, and participate in restoration work parties for removal of the invasive species, revegetation, trail building, restoration of slopes, etc.

7. PROJECT COST (Cost Worksheet):

Please provide a summary of project cost, utilizing the following Cost Worksheet. Indicate on the worksheet any matching funding and/or donation value provided by the project sponsor and total request for funding from the Conservation Futures program, both as a total value and as a percentage of the total project cost. Estimated total land acquisition costs must be derived from one or more of the following sources and include supporting documentation:

1. Independent appraisal*
2. Opinion of value from a qualified representative of the real estate industry
3. Valuation from recent Snohomish County property tax assessment

Describe the basis for estimate for land and improvements (1 through 3 listed above):

Valuation from recent Snohomish County property tax assessment

*Please note that if additional grant funds will be sought from other sources (e.g. Washington State Recreation and Conservation Office (RCO)), an appraisal will be required. Additional acquisition and appraisal requirements for matching grants, administered through RCO, can be found at https://www.rco.wa.gov/documents/manuals&forms/Manual_3_acq.pdf

SECTION III - COST WORKSHEET

ESTIMATE OF COSTS		
<i>Property Costs</i>	<i>Total Cost</i>	<i>Notes</i>
Land	\$239,300	Assessed Value
Improvements	0	
PROPERTY COSTS SUBTOTAL:	\$239,300	
Reimbursable Incidental Costs (as appropriate)		
Applicable taxes	\$1,700	
Appraisal review	\$2,000	
Appraisal(s)	\$5,000	
Baseline inventory		Inc. w/ survey
Boundary survey	15,000	
Closing (escrow/recording fees)	\$3,500	
Cultural resources study	\$5,000	
Demolition		N/A
Fencing		N/A
Hazardous subsidence report	\$8,000	
Noxious weed control		N/A
Other (Specify): Environmental Risk Assessment	\$3,000	
Signage	\$750	
Title reports/insurance	\$600	
Wetland delineation		Inc. w/ survey
REIMBURSABLE INCIDENTAL COSTS SUBTOTAL:	\$44,550	
TOTAL PROJECT COST (Property and Incidental):	\$283,850	
MATCH (cash and/or donation) – deduct from total project cost*	[\$159,300]	
TOTAL CONSERVATION FUTURES FUNDING REQUEST:	\$124,550	
% OF TOTAL PROJECT COST REQUESTED FROM CONSERVATION FUTURES**	44%	

***Matching funds** are not a requirement; however, additional consideration may be awarded during the evaluation process for projects with matching funds. Please attach documentation describing provided match, including type and source.

****Please note that Conservation Futures funding awards will be reimbursed based upon total actual project cost, at an amount not to exceed that percentage requested from Conservation Futures above and/or total funding award recommended by CFPAB and authorized through County Council action (whichever is lower). Match documentation will be required prior to reimbursement.**

Project Match

Amount	Description / Source
\$139,300	Seller is willing to reduce the price of the property from the assessed value to a purchase price of \$100,000 as a donation to the Lynnwood Parks and Recreation Foundation
\$20,000	City of Lynnwood Cash (REET funding)
\$159,300	Total

SECTION IV – PROJECT REVIEW CRITERIA

PROJECT REVIEW CRITERIA: Snohomish County Code Section [4.14.100 \(2\)](#) and [4.14.100 \(3\)](#) establishes baseline criteria with which projects are to be evaluated. Please respond to all the questions below, explaining which of the following criteria the proposed project addresses and how the criteria are addressed. Provide justification for responses, attaching documentation (e.g. WDFW maps) as appropriate.

NOTE: Each project criteria in the application is referenced to a corresponding evaluation guideline in Attachment 2.

1. To what degree does the acquired property preserve open space, farm and agricultural land and timberlands?

Acquiring the McCrary Property will permanently preserve an additional 4.45 acres of forestal open space in the ecologically-important and slide-prone Lund's Gulch. It is heavily wooded with second growth forest of Western Red Cedar, Douglas fir, Hemlock and Alder, native understory, and steep slopes. This property is important for preservation as its steep slopes drain into Lund's Gulch Creek on existing city-owned property to the north. If the property were to be developed, removal of the trees could cause erosion or landslides potentially affecting the health of the creek which is a Category 1 stream that flows through Meadowdale Beach Park and contains species listed on the Washington Department of Fish and Wildlife Priority Habitat and Species List, including steelhead which is federally listed as "threatened."

What makes this acquisition particularly strategic, is its adjacency to over 200 acres of existing city and county-owned open space in Lund's Gulch and its position on the corner of 164th St SW and the unopened 60th Ave West right of way. This corner property offers the best opportunity for the City to develop and formalize a network of nature trails in Lund's Gulch by offering an ideal location for a trailhead and a small parking lot. The property currently features several informal social trails developed over the years by area neighbors and visitors that already connect to the surrounding city-owned open space in Lund's Gulch.

2. How does the project conserve opportunities which are otherwise threatened by development?

This project also conserves the opportunity to environmental education opportunities, hiking trails, and picnic areas. The environmental integrity of the property would be maintained and enhanced for public use, preserving the steep slopes, vegetative undercover and forested canopy. The park would link to and expand Meadowdale Beach Park, enhancing the public's connection to Lund's Gulch and the county park.

While this property isn't currently threatened with redevelopment, it will be if not acquired for preservation. The owners are aging and have not listed the property for sale. Instead, they are interested in seeing this property preserved and maintained by the City of Lynnwood as open space and nature trails. However, if the property is not purchased for open space, the owners will begin the process to market and sell it. Properties of this size are often scooped up and commonly subdivided for multiple homes. In just the past month, nearby properties submitted for subdivision or application for multifamily development with Lynnwood addresses include: a 295-unit multifamily on 6.2-acres; 5 townhomes on .26-acres; and 18 single family homes on 1.62-acres. Development pressure remains high and would most certainly be the immediate outcome if this property is not acquired for open space.

(See Attachment: Letter of Intent)

3. How does the project establish trail corridors and/or natural area linkage?

Future plans are to develop a formal network of nature trails in the Lund's Gulch with eventual connectivity from both sides to the Meadowdale County Beach Park. Connection to the County trail would provide park users with access to Lund's Gulch open space, Meadowdale Beach Park and, ultimately, the beach on the Salish Sea. Using the McCrary Property on the south and the Seabrook Property (acquired in 2015) to the north as terminal trailheads, this acquisition will open up significant access to the trail network to residential neighborhoods relieving pressure on the small parking lot at the Beach Park and reducing local vehicle trips.

Extension of this network is also planned south through developed Lynnwood approximately 2.5-miles to connect to the existing 1.5-mile Scriber Creek Trail which traverses through several parks terminating at the Lynnwood Transit Center. This future regional-trail will be an important recreational corridor serving the South Snohomish County area.

Trails would be designed in full compliance with environmental regulations, using AASHTO manuals and guidelines for trail planning, design, construction, maintenance, operation and management.

4. How does the project comprise a portion of a continuum of projects which collectively implement a complete project or objective?

This acquisition would complete the larger project which began in 1996 with the City of Lynnwood and Brackett's Landing Foundation's acquisition of threatened property in Lund's Gulch. History has set a precedent for acquisition of Lund's Gulch open space through the Conservation Futures Program. The City has acquired properties, both north and south of Meadowdale Beach Park, with the intent to protect the gulch's steep slopes and Lund's Gulch Creek from the impacts of development. With Conservation Futures Program funding, the City has been able to preserve thirteen open space properties in public ownership, for a total

of 90.25 acres wrapped around 108-acres of Lund's Gulch conserved by the County at the Meadowdale County Beach Park.

The McCrary Property is south of and contiguous to these properties. It is significant acquisition for both its importance to protecting Lund's Gulch Creek from erosion and for its strategic location as a corner lot that will create an opportunity to develop a small parking lot and trailhead for the future trail network planned in Lund's Gulch. Acquisition of the McCrary Property would protect the public's investment in the previous acquisitions. By virtue of its location on the steep slopes at the south rim of the gulch, preservation of the McCrary Property is integral to preservation of the land and resources below – City of Lynnwood open space, Meadowdale Beach Park, Lund's Gulch Creek and Lund's Gulch. While this property isn't currently threatened with redevelopment, it will be if not acquired for preservation. The owners are aging and have not listed the property for sale. Instead, they are interested in seeing this property preserved and maintained by the City of Lynnwood as open space and nature trails. However, if the property is not purchased for open space, the owners will begin the process to market and sell it. Properties of this size are often scooped up and commonly subdivided for multiple homes. In just the past month, nearby properties submitted for subdivision or application for multifamily development with Lynnwood addresses include: a 295-unit multifamily on 6.2-acres; 5 townhomes on .26-acres; and 18 single family homes on 1.62-acres. Development pressure remains high and would most certainly be the immediate outcome if this property is not acquired for open space.

Preservation of Lund's Gulch has occurred over two-decades with significant support from the Conservation Futures Board along with local groups Brackett's Landing Foundation (BLF), and Citizens for Greater Norma Beach Neighborhood (CGNBN).

Preservation of open space through acquisition and development of nature trails are goals and policies identified in the 2016-2026 Lynnwood Parks, Arts, Recreation and Conservation (PARC) Plan. Specifically, the PARC Plan includes the following policy and action statements that supports continued acquisition and development of trails in Lund's Gulch:

- Policy 5.3: Conserve significant natural areas to meet habitat protection needs and to provide opportunities for residents to recreate and connect with nature, as appropriate.
- Action 4.10.6: Proactively seek parklands identified within this Plan, in both developed and undeveloped areas, to secure suitable locations for new parks to serve future residents. Evaluate acquisition opportunities based on criteria such as improvement to existing level of service, connectivity, preservation and scenic or recreational opportunities for residents.
- Action 4.11.3: Acquire identified conservation lands along Scriber Creek, Swamp Creek and Lund's Gulch.
- Policy 12.1: Develop a network of shared-use recreational, pedestrian and bicycle trails to enable connections within parks and between parks, neighborhoods, public amenities and regional trail corridors.
- Action 5.12.2: Provide trailhead accommodations, as appropriate, to include parking, signage, restrooms and other amenities.

- Action 5.12.9: Design and construct the northward extension of the Scriber Creek Trail from Scriber Lake Park north to the Meadowdale area and Lund's Gulch (as a segment of the Center to Sound Trail).
- Action 5.12.10: Coordinate with Snohomish County, Brackett's Landing Foundation and volunteers on the development of the South Lund's Gulch Trail.

(See Attachments: Site Vicinity Map, Site Aerial Photograph)

5. How does the project enhance or complement an ongoing conservation or preservation program?

Acquisition of the McCrary property continues an established open space preservation program started in 1996 by the City of Lynnwood and the Brackett's Landing Foundation, who have successfully worked as partners to protect Lund's Gulch from the impacts of development. We have been fortunate to have received Conservation Futures Program funding for the purchase of thirteen properties abutting Meadowdale Beach Park. Acquisition of the Seabrook property was completed in 2015 when it was threatened by a large development which would have had catastrophic impacts to the neighbors and on the Gulch. The McCrary property acquisition will complete the City of Lynnwood's acquisition phase in Lund's Gulch which will preserve the site's integrity and protect the public's investment by preventing the potential negative impacts private development on the adjacent properties and Meadowdale Beach Park. This acquisition will also put the City of Lynnwood in a better position to plan for a network of formalized nature trails by being able to provide a trailhead, small parking lot to serve trail users.

Preservation of open space through acquisition is identified in a number of goals and policies of the 2016-2026 Lynnwood Parks, Arts, Recreation and Conservation (PARC) Plan. Specifically, the PARC Plan includes the following policy and action statements that supports acquisition and preservation in Lund's Gulch:

- Policy 5.3: Conserve significant natural areas to meet habitat protection needs and to provide opportunities for residents to recreate and connect with nature, as appropriate.
- Action 4.10.6: Proactively seek parklands identified within this Plan, in both developed and undeveloped areas, to secure suitable locations for new parks to serve future residents. Evaluate acquisition opportunities based on criteria such as improvement to existing level of service, connectivity, preservation and scenic or recreational opportunities for residents.
- Action 4.11.3: Acquire identified conservation lands along Scriber Creek, Swamp Creek and Lund's Gulch.

6. Will the project provide regional or community-wide significance?

This project will provide both regional and community-wide significance. Meadowdale Beach Park is a regional facility that directly serves the Cities of Edmonds, Lynnwood and Mukilteo, and the unincorporated communities of South Snohomish County. When preserved in public ownership as a park, the McCrary property will expand public use of Meadowdale Beach Park and provide public access into Lund's Gulch. Approximately 250,000 area residents (45% of the County's population) are immediately benefited by Meadowdale Beach Park. These county residents will also benefit from the passive recreation opportunities that would be offered by park development on the McCrary property.

The McCrary property is within a ½-mile walk of three schools serving the Meadowdale neighborhood in the Edmonds School District. We will be able to provide environmental education in partnership with the school district with the potential to reach more than 2,700 students.

(See Attachment: Site Vicinity Map)

7. How does the project comply with one or more open space program policies and criteria?

Open space policies in the City of Lynnwood's Comprehensive Plan identify protection of Lund's Gulch and Lund's Gulch Creek as major watershed and habitat areas. The open space policy is to "conserve significant natural areas to meet habitat protection needs and to provide opportunities for residents to recreate and connect with nature, as appropriate."

The City of Lynnwood's 2016-2026 Lynnwood Parks, Arts, Recreation and Conservation (PARC) Plan also firmly expresses the City's commitment to preservation of habitat, open space and protection of sensitive areas. Meadowdale Beach Park and targeted properties in Lund's Gulch have also been highlighted in the City of Lynnwood's Environmental Sensitive Land Inventory for their steep slopes and habitat value and called out for acquisition in the PARC Plan as Action 4.11.3. In the Paine Field Area Study, the hydrology and topography of the gulch were examined and it was urged that Lund's Gulch be acquired and preserved as a natural park. This project also meets the Snohomish County Comprehensive Plan/GMA criteria to protect and enhance natural watershed processes, wetlands, fish and wildlife habitat conservation areas, shorelines, and water resources with the long-term objective of protecting ecological function and values.

8. How does the project provide multi-jurisdictional benefit?

This project will provide multijurisdictional benefit by preventing further impacts of development on the fragile ecosystem of Lund's Gulch, whose beauty and conservation is valued and appreciated by residents and visitors to Snohomish County. Meadowdale Beach Park is a popular destination that attracts a regional audience, directly serving the cities of

Edmonds, Lynnwood and Mukilteo, the Edmonds School District, Edmonds Community College, and greater Snohomish County. When it is forced to close due to landslides, fallen trees, and trail washouts, the public is greatly impacted.

If preserved in public ownership, the McCrary property would expand public use of Meadowdale Beach Park and, with planned new trail linkages, provide a southern access into Lund's Gulch and the county park. Visitors county-wide already benefit from the beautiful, quiet natural environment of Meadowdale Beach Park. They will also benefit from increased access and the passive recreation and environmental education opportunities that are proposed with park development on the McCrary property.

9. How will the project provide for public use and enjoyment?

Development of the McCrary property as an environmental park would include passive recreational opportunities, including trails, picnic facilities, parking and possibly restrooms, with future plans for development of an environmental education programs that would focus on the ecosystem of Lund's Gulch.

A proposed trail system would offer both casual and challenging hikes, and ADA accessible trails that meander through the forest and down the slopes, providing connections to the surrounding neighborhoods, access into Lund's Gulch, and eventually connecting with the Meadowdale Beach Park trail. Connection to the county trail, which culminates at the Salish Sea, would provide the neighborhoods to the south with additional access to the beach. In addition to recreation opportunities, the beautiful quiet natural environment of the property would offer passive opportunities for quiet reflection, wildlife observation, bird watching, and picnicking.

Once the County's plans for restoration of the beach and estuary is complete, public access demand to the beach expected to grow. With limited parking at the park site, additional access via trails connecting to the beach park from the neighborhoods will help relieve parking needs and reduce vehicle trips to the site.

(See Attachment: Photologue)

10. Does this project represent a unique or special opportunity?

The threat of development is will become a reality if the property owners who are aging are pushed to put the property on the market. As demand has shown, many undeveloped properties when sold in the Lynnwood area are frequently subdivided or developed for large multifamily developments. This type of development on the McCrary site could pose significant risk on nearby Lund's Gulch Creek by slope destabilization and erosion. Preservation in public ownership is the only way to protect and preserve the property's steep slopes, forest and wetlands, and the downhill properties in Lund's Gulch from the negative impacts of the proposed development.

A property of this size in Lund's Gulch that offers significant habitat, valuable open space, and recreational value assessable by arterial roads is very rare due to the rapid growth and development of the area. The Conservation Futures Program offers a unique funding opportunity that is likely to be the last chance to acquire these 4 acres in public ownership which is more in reach with the generous offer by the owners to sell the property at a significant discount of over one-hundred thousand dollars. The City can dedicate twenty thousand dollars in REET funding to cover a portion of expenses related to the purchase and survey. Together with our partners, we are committed to the preservation and stewardship of this property in perpetuity.

We sincerely hope that the Conservation Futures Program Advisory Board will consider the City's and neighborhood's past successes in the preservation of open space around Meadowdale Beach Park and in the Lund's Gulch corridor. We ask for your continued support of this effort to maintain our long-term commitment to the preservation of the health of this magnificent natural resource, the Lund's Gulch watershed.

Other Criteria:

For each question, please respond yes or no and provide supporting information.

A. Does the project comprise an entire project?

YES X

NO

B. Does the project site involve contributions from groups or agencies that will reduce the need to utilize Conservation Futures Program funds? Response should reflect entries in Cost Worksheet.

YES X

NO

The sellers are interested in selling their property to the City as open space for conservation at a reduced price of \$100,000.

C. Is the project sponsor prepared to provide long-term stewardship for the proposed project? Response should reiterate narrative provided under question 6 of Section II.

YES X

NO

D. (No response needed) The CFPAB will also evaluate how proposed projects compare with existing Conservation Futures funded sites and give higher consideration to project proposals in underserved regions of the county.

Date: March 25, 2019

To: Conservation Futures Program Board
c/o City of Lynnwood Parks, Recreation & Cultural Arts

From: Eileen and Michael Hebert
11064 MARINE DR, ANACORTES, WA 98221

Frank McCrary
19136 VIKING WAY NW, POULSBO, WA 98370

Re: Parcel number(s): 00513100007701
Property Description: MEADOWDALE BEACH BLK 000 D-01 - S1/2 TR 77 OSG-10

To Whom It May Concern:

This letter is provided to confirm that *Eileen and Michael Hebert and Frank McCrary*, owner of the above referenced property, are willing participants in the proposed real property transaction. Should grant funds be awarded to the grant applicant City of Lynnwood, then *Eileen and Michael Hebert and Frank McCrary*, as Seller, is willing to enter into negotiations for the sale of the real property for a purchase price of \$100,000.

Acknowledged:



Eileen Hebert & Michael Hebert

4-2-19
Date signed



Frank McCrary

3-29-19
Date signed

ALTA COMMITMENT FOR TITLE INSURANCE

Issued By agent:



CHICAGO TITLE

COMPANY OF WASHINGTON

Commitment Number:

500082058

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, Chicago Title Insurance Company, a Florida corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within one hundred eighty (180) days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Chicago Title Insurance Company

By:

President

Attest:

Secretary

Countersigned By:

Authorized Officer or Agent



This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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ISSUING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT:
Title Officer: Commercial Unit Chicago Title Company of Washington 3002 Colby Ave., Suite 200 Everett, WA 98201 Fax: (855)394-4817 Main Phone: (425)259-8205 Email: Everett.CU@ctt.com	

SCHEDULE A

1. Commitment Date: March 4, 2019 at 08:00 AM
2. Policy to be issued:
 - (a) ALTA Owner's Policy 2006

Proposed Insured:	Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below		
Proposed Policy Amount:	\$10,000.00		
Premium:		\$	186.00
Tax:		\$	18.04
Rate:	Standard coverage		
Total:		\$	204.04
3. The estate or interest in the Land described or referred to in this Commitment is:

Fee Simple
4. The Title is, at the Commitment Date, vested in:

Frank R. McCrary, a married man as his separate estate; and
 Bonnie L. McCrary, as her separate estate, each subject to their respective interest
5. The Land is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

END OF SCHEDULE A

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EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 005131-000-077-01

The South half of Tract 77, Plat of Meadowdale Beach, according to the Plat thereof recorded in Volume 5 of Plats, Page 38, records of Snohomish County, Washington.

Situate in the County of Snohomish, State of Washington.

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AMERICAN
LAND TITLE
ASSOCIATION



**SCHEDULE B, PART I
REQUIREMENTS**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Additional requirements and/or exceptions may be added as details of the transaction are disclosed to, or become known by the Company.
6. The application for title insurance was placed by reference to only a street address or tax identification number. The proposed Insured must confirm that the legal description in this report covers the parcel(s) of Land requested to be insured. If the legal description is incorrect, the proposed Insured must notify the Company and/or the settlement company in order to prevent errors and to be certain that the legal description for the intended parcel(s) of Land will appear on any documents to be recorded in connection with this transaction and on the policy of title insurance.
7. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's policy should reflect the purchase price or full value of the Land. A Loan Policy should reflect the loan amount or value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.
8. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.
9. Payment of the real estate excise tax, if required.

The Land is situated within the boundaries of local taxing authority of City of Lynnwood.

Present rate of real estate excise tax as of the date herein is 1.78 percent.

Any conveyance document must be accompanied by the official Washington State Excise Tax Affidavit. The applicable excise tax must be paid and the affidavit approved at the time of the recording of the conveyance documents. (NOTE: Real Estate Excise Tax Affidavits must be printed as legal size forms).

An additional \$5.00 Electronic Technology Fee must be included in all excise tax payments.

If the transaction is exempt, an additional \$5.00 Affidavit Processing Fee is required.

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**SCHEDULE B, PART I
REQUIREMENTS**
(continued)

END OF REQUIREMENTS

NOTES

The following matters will not be listed as Special Exceptions in Schedule B of the policy. There will be no coverage for loss arising by reason of the matters listed below because these matters are either excepted or excluded from coverage or are not matters covered under the insuring provisions of the policy.

Note A: Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

Note B: NOTE: The names of the proposed insured were not furnished in the application for title insurance, and when disclosed, the commitment will be subject to such matters as may be found by a search of the records against said names.

The company reserves the right to add additional items or make further requirements after review of the requested documentation.

Note C: Note: Any map furnished with this Commitment is for convenience in locating the land indicated herein with reference to streets and other land. No liability is assumed by reason of reliance thereon.

Note D: Note : Effective October 1, 2014 Chicago Title Company offices in Washington are charging actual recording fees. A fee schedule for Snohomish County is available at <http://www.snohomishcountywa.gov/documentcenter/view/466>

Note E: Note: FOR INFORMATIONAL PURPOSES ONLY:

The following may be used as an abbreviated legal description on the documents to be recorded, per Amended RCW 65.04.045. Said abbreviated legal description is not a substitute for a complete legal description within the body of the document:

Ptn Tract 77, Meadowdale Beach

Tax Account No.: 005131-000-077-01

END OF NOTES

END OF SCHEDULE B, PART I

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**SCHEDULE B, PART II
EXCEPTIONS**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

GENERAL EXCEPTIONS

- A. Rights or claims of parties in possession, or claiming possession, not shown by the Public Records.
- B. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
- C. Easements, prescriptive rights, rights-of-way, liens or encumbrances, or claims thereof, not shown by the Public Records.
- D. Any lien, or right to a lien, for contributions to employee benefit funds, or for state workers' compensation, or for services, labor, or material heretofore or hereafter furnished, all as imposed by law, and not shown by the Public Records.
- E. Taxes or special assessments which are not yet payable or which are not shown as existing liens by the Public Records.
- F. Any lien for service, installation, connection, maintenance, tap, capacity, or construction or similar charges for sewer, water, electricity, natural gas or other utilities, or for garbage collection and disposal not shown by the Public Records.
- G. Unpatented mining claims, and all rights relating thereto.
- H. Reservations and exceptions in United States Patents or in Acts authorizing the issuance thereof.
- I. Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.
- J. Water rights, claims or title to water.
- K. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.

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**SCHEDULE B, PART II
EXCEPTIONS**
(continued)

SPECIAL EXCEPTIONS

1. City of Lynnwood Resolution No. 93-12 including the terms, covenants and provisions thereof:

 Recording Date: September 30, 1993
 Recording No.: 9309300906

2. City of Lynnwood Ordinance No. 1986 including the terms, covenants and provisions thereof:

 Recording Date: April 14, 1994
 Recording No.: 9404140749

3. General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

 Year: 2019
 Tax Account No.: 005131-000-077-01
 Levy Code: 00452
 Assessed Value-Land: \$239,300.00
 Assessed Value-Improvements: \$0.00

 General and Special Taxes:
 Billed: \$24.57
 Paid: \$0.00
 Unpaid: \$24.57

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**SCHEDULE B, PART II
EXCEPTIONS**
(continued)

4. The Land has been classified as Open Space and is subject to the provisions of RCW 84.34, which include the requirement of a continuation of restricted use in order to continue the present assessment rate. A change in use can cause an increased assessment rate for present and past years. Notice of Application was recorded as set forth below:

Recording Date: October 8, 2010
Recording No.: 201010080120

Sale or transfer of all or a portion of the property in Snohomish County requires execution of two forms by the new owner and submission of the forms to the Assessor's Office at least two (2) weeks prior to transfer. More time may be required at year end and month end.

The two forms include:

1. Notice of Continuation Form
2. Request for Information Form

In addition, the assessor's office requires that the new owner sign box 6 of the Excise Affidavit at line 3. The above forms are available through your title officer. If you have additional questions, please telephone the exemption department in the assessor's office at (425)388-3540.

5. A Deed

From: Bonnie L. McCrary, an unmarried person
To: Eileen R. Hebert and Michael L. Hebert, a married couple
Dated: February 28, 2019
Recording Date: March 14, 2019
Recording No.: 201903140373

For insurance purposes, the Company is not willing to divest the interest of the following party(ies):

Party(ies): Bonnie L. McCrary, an unmarried person

END OF SCHEDULE B, PART II

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COMMITMENT CONDITIONS**1. DEFINITIONS**

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I-Requirements;
- (f) Schedule B, Part II-Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I-Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.

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(continued)

- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

END OF CONDITIONS

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RECORDING REQUIREMENTS

Effective January 1, 1997, document format and content requirements have been imposed by Washington Law. Failure to comply with the following requirements may result in rejection of the document by the county recorder or imposition of a \$50.00 surcharge.

First page or cover sheet:

3" top margin containing nothing except the return address.

1" side and bottom margins containing no markings or seals.

Title(s) of documents.

Recording no. of any assigned, released or referenced document(s).

Grantors names (and page no. where additional names can be found).

Grantees names (and page no. where additional names can be found).

Abbreviated legal description (Lot, Block, Plat Name or Section, Township, Range and Quarter, Quarter Section for unplatted). Said abbreviated legal description is not a substitute for a complete legal description which must also appear in the body of the document.

Assessor's tax parcel number(s).

Return address (in top 3" margin).

**A cover sheet can be attached containing the above format and data if the first page does not contain all required data.

Additional Pages:

1" top, side and bottom margins containing no markings or seals.

All Pages:

No stapled or taped attachments. Each attachment must be a separate page. All notary and other pressure seals must be smudged for visibility. Font size of 8 points or larger.



Inquire before you wire!

WIRE FRAUD ALERT

This Notice is not intended to provide legal or professional advice.
If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. **DO NOT** use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the number of relevant parties to the transaction as soon as an escrow account is opened.** **DO NOT** send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do **NOT** reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation:
<http://www.fbi.gov>

Internet Crime Complaint Center:
<http://www.ic3.gov>

**FIDELITY NATIONAL FINANCIAL
PRIVACY NOTICE
Revised May 1, 2018**

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF", "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

Types of Information Collected

We may collect two types of information from you: Personal Information and Browsing Information.

Personal Information. FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

Browsing Information. FNF may automatically collect the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or mobile device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

How Personal Information is Collected

We may collect Personal Information about you from:

- information we receive from you on applications or other forms;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

How Browsing Information is Collected

If you visit or use an FNF Website, Browsing Information may be collected during your visit. Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

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FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and third parties' products and services, jointly or independently.

When Information Is Disclosed

We may make disclosures of your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Please see "**Choices With Your Information**" to learn the disclosures you can restrict.

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If you do not want FNF to share your information with our affiliates to directly market to you, you may send an "opt out" request by email, phone, or physical mail as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you.

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For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not disclose information about you creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

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Fidelity National Financial, Inc.
601 Riverside Avenue,
Jacksonville, Florida 32204
Attn: Chief Privacy Officer



CHICAGO TITLE

COMPANY OF WASHINGTON

SUPPLEMENT 1

Summer Heaton

Title Officer: Commercial Unit
Property: vacant
Lynnwood, WA 98036
Borrower(s): TBD and TBD
Seller(s): Bonnie L. McCrary
Order No.: 500082058

The above numbered report dated March 4, 2019 including any supplements or amendments thereto, is hereby modified and/or supplemented in order to reflect the following:

4. TITLE TO THE ESTATE OR INTEREST IN THE LAND IS AT THE EFFECTIVE DATE VESTED IN:

Frank R. McCrary, a married man as his separate estate; and
Eileen R. Hebert and Michael L. Hebert, a married couple, each as thier interests may appear

For title inquiries, please contact the issuing office:

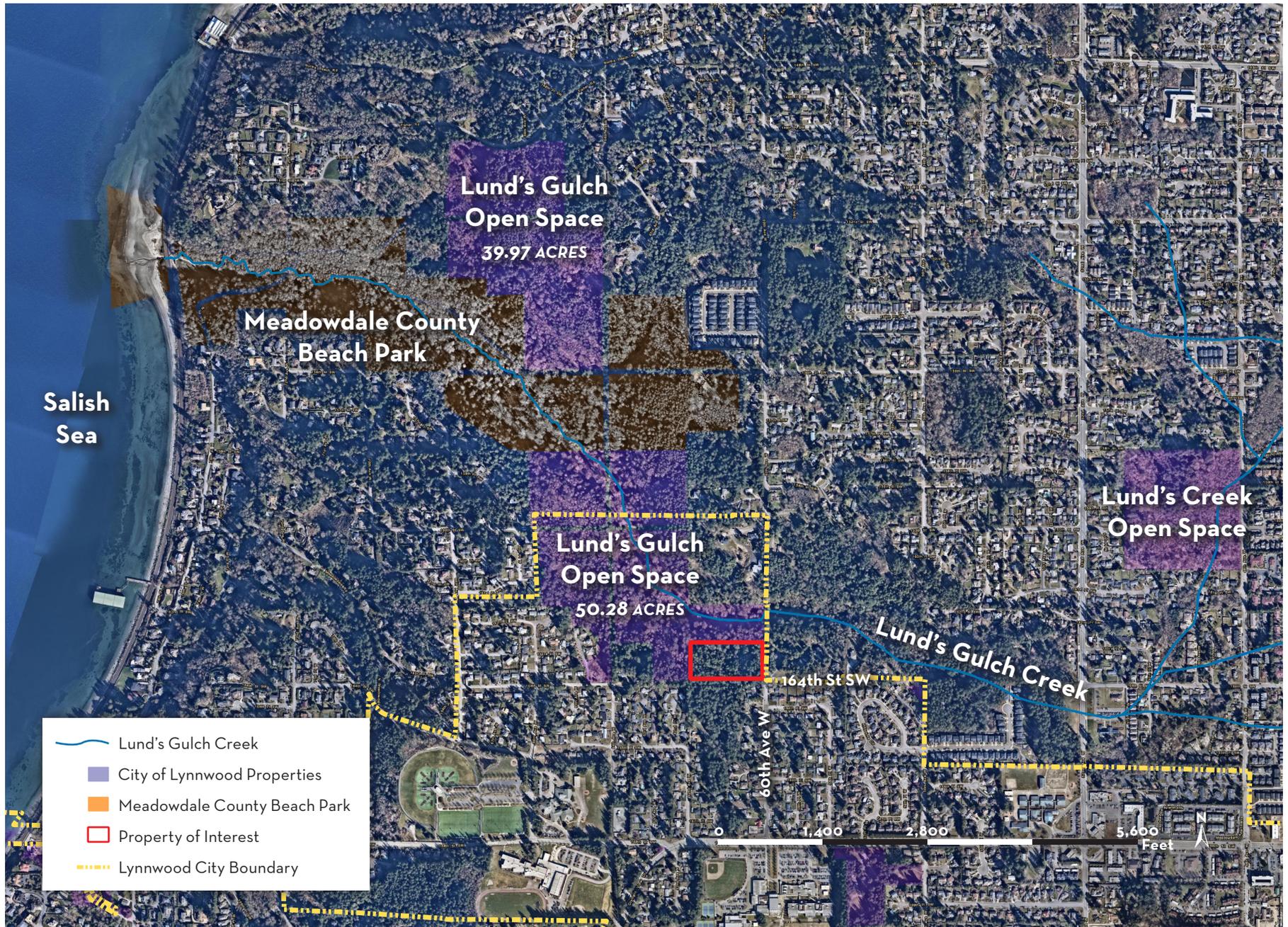
Chicago Title Company of Washington
3002 Colby Ave., Suite 200
Everett, WA 98201

Phone: (425)259-8205
Fax: (425)259-8243
Email: everett.cu@ctt.com

Supplemental Date: March 26, 2019

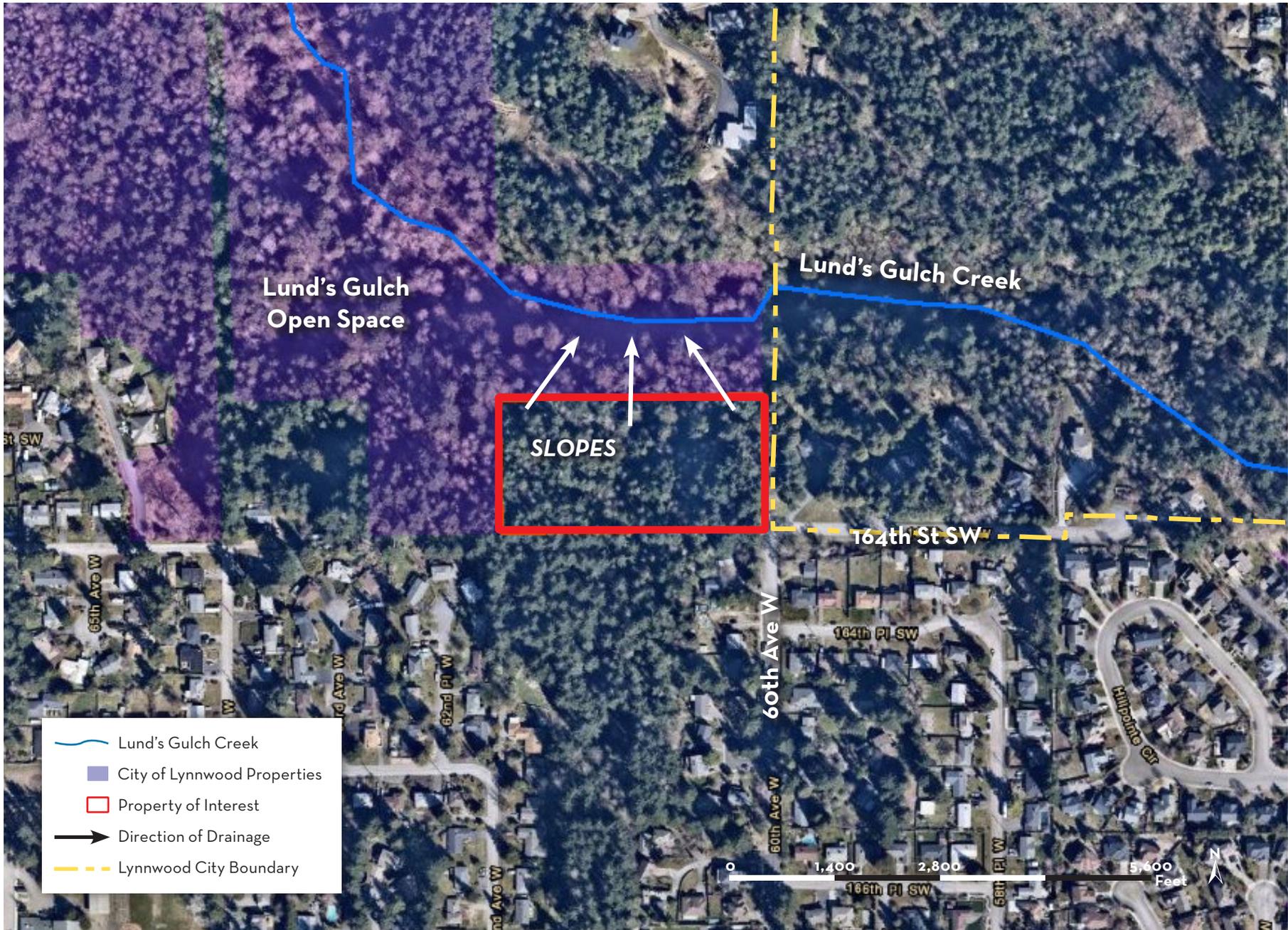
Countersigned By:

Authorized Officer or Agent



Lund's Gulch: McCrary Property Acquisition

Vicinity Map



McCrary Property Aerial Map

April 14, 2019

RE: Parcel #00513100007701

Snohomish County Conservation Futures Board
6705 Puget Park Drive
Snohomish, WA 98296-4214

Dear Snohomish County Conservation Futures Board,

The Meadowdale property, parcel #00513100007701 has been owned by our family since before 1980. My Grandfather and Mother, AS and Thelma McCrary owned it and Quit Claimed it to my Father and his Brother, Frank McCrary.

I am the daughter of AR and Bonnie McCrary. My Uncle Frank McCrary is now in his eighties and my father has passed.

To date the family has chosen to keep the Meadowdale property preserved in its natural state as open space.

However, we are now faced with the difficult decision to market and sell the family property if it is not acquired by Snohomish County, which would be our preference.

We prefer to preserve and maintain the natural beauty of the Meadowdale property and it would honor my Grandparents for us to know that the family property would be cared for by Snohomish County.

Thank you for your consideration.

Respectfully,

A handwritten signature in cursive script that reads "Eileen Hebert". The signature is written in dark ink and is positioned below the word "Respectfully,".

Eileen Hebert (McCrary)

Lund's Gulch: McCrary Property Acquisition Photologue

1. Looking north at slope running downhill towards Lund's Gulch Creek



2. Looking west at social trail connecting to City of Lynnwood Open Space



3. Looking south at upland slope





**SNOHOMISH COUNTY
CONSERVATION FUTURES PROGRAM
APPLICATION FOR CONSERVATION FUTURES FUNDS**

Lund's Gulch: McCrory Acquisition

Applicant:



CITY OF LYNNWOOD

June 2019

PROJECT SUMMARY

History

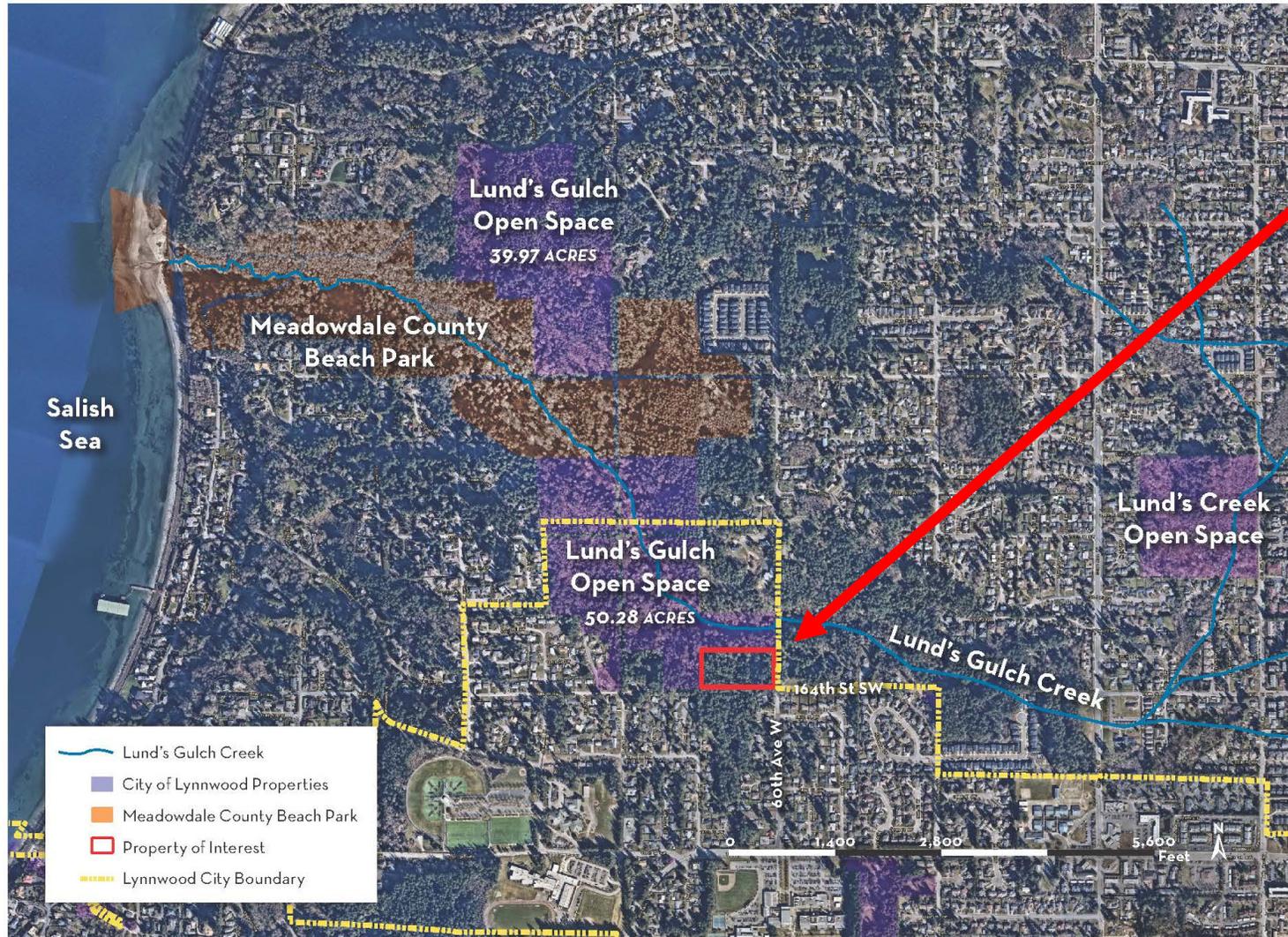
- The City of Lynnwood has a long-standing commitment to preservation of the Lund's Gulch Watershed
- Over 90 acres of open space have been preserved in Lund's Gulch through the Conservation Futures Program since 1996
- Purpose: to protect Lund's Gulch Creek and this SW Snohomish County natural resource from the cumulative impacts of development

Proposal

- **PRESERVE** the McCrary Property in public ownership for future generations
- **PROTECT** Meadowdale Beach Park from the cumulative impacts of development
- **INCREASE** public access to Lund's Gulch with trails and trailhead
- **CONSERVE** the public's investment in the Lund's Gulch Watershed

McCrary PROPERTY

Vicinity Map



Property of Interest

MEADOWDALE BEACH PARK



PROJECT COST

ESTIMATE OF COSTS		
<i>Property Costs</i>	<i>Total Cost</i>	<i>Notes</i>
Land	\$239,300	Assessed Value
Improvements	0	
PROPERTY COSTS SUBTOTAL:	\$239,300	
Reimbursable Incidental Costs (as appropriate)		
Applicable taxes	\$1,700	
Appraisal review	\$2,000	
Appraisal(s)	\$5,000	
Baseline inventory		Inc. w/ survey
Boundary survey	15,000	
Closing (escrow/recording fees)	\$3,500	
Cultural resources study	\$5,000	
Demolition		N/A
Fencing		N/A
Hazardous subsidence report	\$8,000	
Noxious weed control		N/A
Other (Specify): Environmental Risk Assessment	\$3,000	
Signage	\$750	
Title reports/insurance	\$600	
Wetland delineation		Inc. w/ survey
REIMBURSABLE INCIDENTAL COSTS SUBTOTAL:	\$44,550	
TOTAL PROJECT COST (Property and Incidental):	\$283,850	
MATCH (cash and/or donation) – deduct from total project cost*	[\$159,300]	
TOTAL CONSERVATION FUTURES FUNDING REQUEST:	\$124,550	
% OF TOTAL PROJECT COST REQUESTED FROM CONSERVATION FUTURES**	44%	

Project Match:

- Seller to donate \$139,300 of property's value (sale price of \$100,000)
- City Cash \$20,000



7

McCrary PROPERTY
Site Photos



8

McCrary PROPERTY
Site Photos

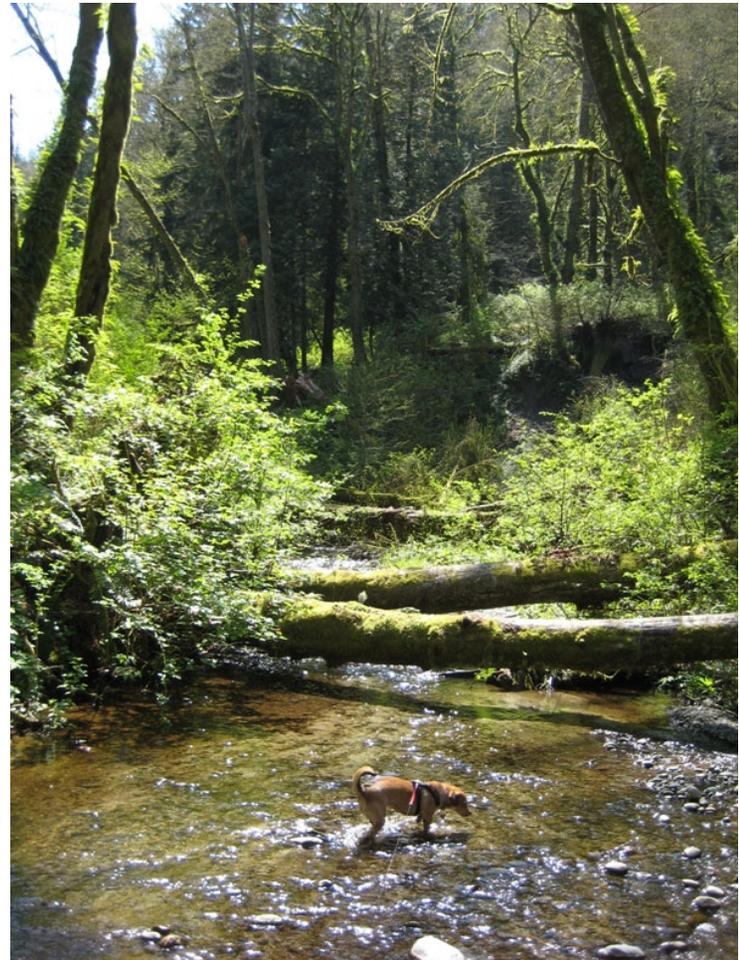
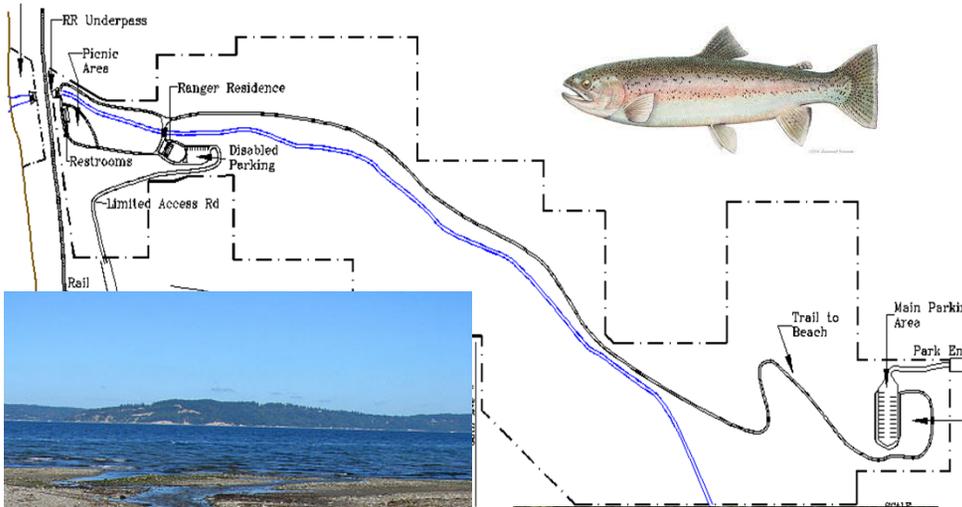


9

McCrary PROPERTY
Site Photos

LUND'S GULCH WATERSHED

Lund's Gulch Creek





1

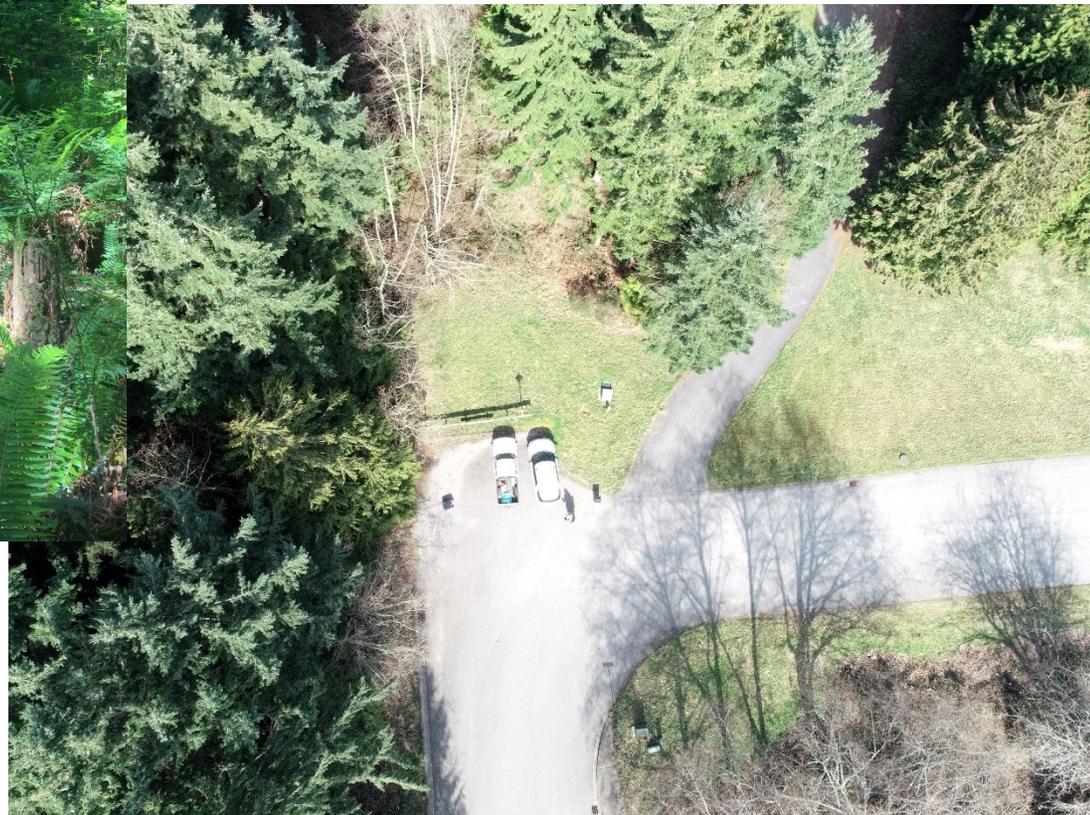
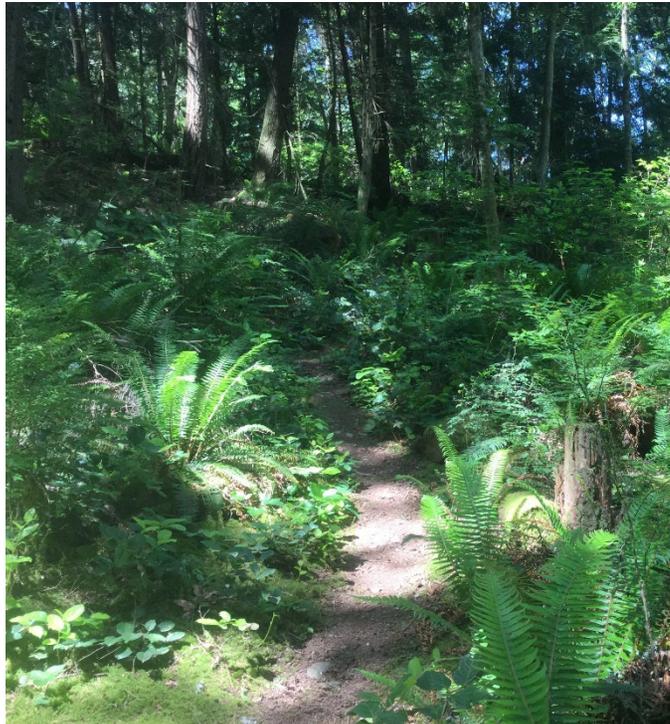
McCrary PROPERTY
Site Photos



McCrary PROPERTY
Site Photos



TRAIL CORRIDOR OPPORTUNITIES



THREAT OF DEVELOPMENT

Environmental Impacts

- Landslides
- Trail and Road Failure
- Creek Flooding
- Habitat Damage
- Deforestation



PRESERVATION IN PUBLIC OWNERSHIP

Community Benefit

- Protect Meadowdale Beach Park and Lund's Gulch Creek
- Provide passive recreational park
- Provide south trail link to Meadowdale Beach Park
- Increase public access to Lund's Gulch and Puget Sound
- Preserve public green space for SW County residents
- Preserve the Lund's Gulch Watershed for the benefit of future generations

STEWARDSHIP

Lund's Gulch Preservation Partners

- City of Lynnwood
- Brackett's Landing Foundation
- Citizens for Greater Norma Beach Neighborhood
- Adopt A Stream Foundation
- Tulalip Tribes
- Stillaguamish Tribes
- Edmonds Community College Learn and Serve Environmental Anthropology Field (LEAF)
- Lynnwood Parks and Recreation Board
- Lynnwood Parks and Recreation Foundation
- Lynnwood Neighbors & Residents

"We are committed to the preservation and stewardship of this property."

Attachment F – Snohomish County Parks, PSE Corridor



**SNOHOMISH COUNTY
CONSERVATION FUTURES PROGRAM**

APPLICATION FOR CONSERVATION FUTURES FUNDS

PROGRAM YEAR 2019

SNOHOMISH COUNTY CONSERVATION FUTURES PROGRAM

APPLICATION FOR CONSERVATION FUTURES FUNDS

PROJECT NAME: PUGET SOUND ENERGY CORRIDOR PROPERTY

**PROJECT SPONSOR: SNOHOMISH COUNTY PARKS, RECREATION
AND TOURISM**

APPLICATION NO. (TO BE ASSIGNED BY STAFF): CF19- 02

SUBMITTAL CHECKLIST

CHECKLIST OF REQUIRED DOCUMENTS

The following documents should be submitted with the completed application. Please organize required documents in the order below and provide eight double sided color copies of the complete grant application as well as one “.pdf” copy (on disk or via email). Additional documents beyond what are listed here may be included at the discretion of the applicant.

No.	Type of Document Attached	Check if Included
1	Title Page/Submittal Checklist	
2	I. Applicant Information	
3	II. Project Background (including willing seller letter, Preliminary Title Report, site vicinity map and aerial photograph)	
4	III. Cost Worksheet (included in general project information)	
5	IV. Project Review Criteria responses	
6	Any other supporting documents (please list below)	
7		
8		
9		
10		

SECTION I – APPLICANT INFORMATION

1. PROJECT TITLE: Puget Sound Energy (PSE) Corridor Property Acquisition

2. AMOUNT REQUESTED (from Cost Worksheet) _____

3. PROJECT SPONSOR: Snohomish County Parks Recreation and Tourism

Address: 6705 Puget Park Drive, Snohomish WA. 98296

Sponsor is: Unit of Local Government: X

Private/Non-Profit Agency*: _____

*Eligible per [RCW 84.34.250](#)

4. CONTACT PERSON:

Name: James Yap Title: Park Planning Supervisor

Address: 6705 Puget Park Drive, Snohomish, WA. 98296

Phone: 425 388-6610 Cell Phone: _____

Email Address: jyap@snoco.org

SECTION II – PROJECT INFORMATION

1. PROJECT LOCATION:

Address: PSE Distribution Line Corridor from Snohomish to Everett UGA

Sections: 18,13,14,15,10 Township: 28 N Range: 5, 6 E W.M.

Assessor Tax Account Number(s): 28061800300400, 28051000301000, 28051500100600, 28051400101000, 28051300301600, 28051300301700, 28051300403000, 28061800302700 and a portion of 28050900400700, 28050900100800, and/or connecting parcels as they become available.

Property Legal Description (full legal if available): PANTING ADD TO SNOHOMISH BLK 028 D-00-BEG SE COR BLK 28TH W 291 FT TO C/L WASHINGTON AVE THN TO N LN BLK 28 EXT W TH 291 FT TO NE COR BLK 28TH TO TPB PLUS W ½ RIDGE AVE ADJ THOF

2. EXISTING CONDITIONS:

Number of Parcels: 9+ Total Acres Approximately 30+

Addition to Existing Site: YES NO If yes, which site: _____

Current Zoning: AG 10, Light Industrial, Industrial

List Existing Structures/Facilities: Power distribution lines, poles, bridges, farms

Current Use: Power Distribution line with poles

Waterfront? (name of body of water): None

Shoreline? (lineal ft.): N/A

Owner of Tidelands/Shoreline (State or private): N/A

3. CURRENT OWNERSHIP:

Current Owner(s): PSE, Golden Eagle

Is the property owner a willing seller? YES* NO PSE is willing: Additional outreach to be done for connecting corridor.

Summary of Property Encumbrances Identified in Preliminary Title Report**: _____

*Include an owner signed "willing seller" letter or real estate listing and attach with application.

**Attach Preliminary Title Report

4. TYPE OF INTEREST:

Please describe the type of interest contemplated for the acquisition process:

Warranty Deed *Easement **Other

*Please note that acquired easements must comply with the intent of the Conservation Futures Program and the text must be preapproved by Snohomish County staff listed within the Staff Contact Section if alternate language is proposed.

**If 'Other,' please explain:

5. PROJECT/SITE DESCRIPTION:

Currently the Puget Sound Energy owns sixty (60') feet corridor running from the former mill site in Snohomish to Everett UGA. It is about four miles, running parallel to the existing BNSF active line and River road. It encumbers several parcels with a total of 61.72 acres. The existing topography is flat with some dirt service trails on the entire length. There are some encroachments from adjacent properties mainly in Snohomish area. Most of this corridor passes alongside farm lands to the south and BNSF Railroad to the north.

The intent of this acquisition is to construct a trail from Snohomish to Everett's future trail system thus extending the Snohomish Valley trail from Monroe to Everett. This acquisition is significant because it links to the Centennial Trail which goes to Woodinville (Burke Gilman Trail) in the south and Skagit County to the North, eastward to Monroe and connects to Snoqualmie trail in King County eventually to John Wayne trail.

6. PROJECT STEWARDSHIP AND RESPONSIBILITY:

The plan is to first secure the corridor. The goal is to develop a regional trail system in partnership with the City of Everett. Once this trail is developed, the stewardship and responsibility will be by both entities i.e. trail section stewardship and responsibility in Everett will be administered by the City and vice versa. County Parks Department has already an established program for this type of recreation facility.

There is no future private business use on the trail corridor. This will be a public, non-motorized multi-purpose trail.

7. PROJECT COST (Cost Worksheet):

Estimated costs for development is about \$1.8 m per mile. Based on the land location, use and zoning, the opinion of land value is minimal.

SECTION III - COST WORKSHEET

ESTIMATE OF COSTS		
<i>Property Costs</i>	<i>Total Cost</i>	<i>Notes</i>
Land	\$ 250,000	
Improvements		
PROPERTY COSTS SUBTOTAL:	\$250,000.00	
<i>Reimbursable Incidental Costs (as appropriate)</i>		
Applicable taxes		
Appraisal review		
Appraisal(s)	\$ 25,000	
Baseline inventory		
Boundary survey		
Closing (escrow/recording fees)	\$ 3,500	
Cultural resources study		
Demolition		
Fencing		
Hazardous subsidence report		
Noxious weed control		
Other (Specify)		
Signage		
Title reports/insurance	\$ 3,500	
Wetland delineation		
REIMBURSABLE INCIDENTAL COSTS SUBTOTAL:	\$	
TOTAL PROJECT COST (Property and Incidental):	\$	
MATCH (cash and/or donation) – deduct from total project cost*	[\$282,000]	
TOTAL CONSERVATION FUTURES FUNDING REQUEST:	\$ 282,000.00	
% OF TOTAL PROJECT COST REQUESTED FROM CONSERVATION FUTURES**	100%	

***Matching funds** are not a requirement; however, additional consideration may be awarded during the evaluation process for projects with matching funds. Please attach documentation describing provided match, including type and source.

****Please note that Conservation Futures funding awards will be reimbursed based upon total actual project cost, at an amount not to exceed that percentage requested from Conservation Futures above and/or total funding award recommended by CFPAB and authorized through County Council action (whichever is lower). Match documentation will be required prior to reimbursement.**

SECTION IV – PROJECT REVIEW CRITERIA

PROJECT REVIEW CRITERIA: Snohomish County Code Section [4.14.100 \(2\)](#) and [4.14.100 \(3\)](#) establishes baseline criteria with which projects are to be evaluated. Please respond to all the questions below, explaining which of the following criteria the proposed project addresses and how the criteria are addressed. Provide justification for responses, attaching documentation (e.g. WDFW maps) as appropriate.

NOTE: Each project criteria in the application is referenced to a corresponding evaluation guideline in Attachment 2.

1. To what degree does the acquired property preserve open space, farm and agricultural land and timberlands?

Majority of the PSE corridor runs alongside farmlands on its entirety. Currently, there is no other allowed activities under the power lines. If a trail is to be built parallel to the River road, there would have been significant impact to the critical areas and habitats by the fact of land acquisition and development. Securing this strip of land not only protect these areas but it also provides the public a safe route to recreate through the valley. PSE corridor is ideally located for a new trail alignment. It avoids numerous trail crossings on a high volume traffic road, riparian zones otherwise impacted (protected), open spaces with picturesque view along the Snohomish River preserved.

2. How does the project conserve opportunities which are otherwise threatened by development?

There is no immediate threat by development as long as the power distribution line is intact. By acquiring this property, it will be protected for regional trail connectivity and from any form of commercial development especially in areas south of the City of Snohomish. It will sever connectivity to other regional trails in the vicinity. This is the only viable east/west trail corridor for future development that exists in this area. River road is narrow to widen for a trail. It is restricted by Snohomish River to the north and BNSF to the south to incorporate a trail alongside the road. The dike is too narrow to place a trail on it. Numerous trail crossings pose the question on safety. In addition, this future trail corridor will connect to the City of Everett trail system and other park facilities such as boating and kayaking in the area and beyond.

3. How does the project establish trail corridors and/or natural area linkage?

This is a significant east/west trail connection. The City of Snohomish is the confluence of major regional trail systems in Snohomish County. Like a string of Pearls, many cities and towns from Darrington to Issaquah, Everett to Monroe, Snohomish to Seattle can and are potentially connected by trails. There is the Centennial and Whitehorse Trail, future extension on Centennial Trail to King County line (Burke Gilman Trail system), North Snoqualmie trail from Monroe to Duvall. This PSE corridor provides the golden opportunity to establish a connection from Snohomish to Everett which is an extension from Monroe to Snohomish. In between, there is the Interurban Trail system that goes from Everett to Shoreline. Each trail is, therefore, connected to the other.

4. How does the project comprise a portion of a continuum of projects which collectively implement a complete project or objective?

This acquisition does comprised a continuum of projects. In the Snohomish County Parks Comprehensive Plan of 2015, several trail corridors are identified as significant regional trail system such as the Centennial Trail and the Whitehorse Trail. This PSE corridor is also identified in the plan for future important east-west connectivity. Regionally, it links Everett to Monroe by the Snoqualmie trail, Snohomish to Woodinville into Burke Gilman trail via Centennial trail, Everett into Shoreline through the Interurban trail.

This is at least a five year plan to secure funding (RCO) for engineering and development. There is definitely a lot of stakeholders and interest groups looking at this project. Diking district, Cities of Everett, Snohomish and Monroe, Biking associations, Farming communities, Tourism Board and commuters alike will potentially have a say in this project.

The goal is to secure the corridor from PSE for a trail and to connect to other regional trail system. Parks is looking into other sections of regional trails and timelines. There are more acquisitions needed in the North Snoqualmie trail and is working with WSDOT and private ownership to enable safe trail alignment.

5. How does the project enhance or complement an ongoing conservation or preservation program?

In acquiring this corridor, it preserved the land for public use by developing a trail which otherwise will not exist. Through this action, this PSE corridor can now serves many goals; i.e. trail recreation corridor, power distribution and for commuters (non-motorized) alike. It potentially avoids any future property acquisition outside this corridor for trail purposes in this area especially valuable farmland and/or forested areas.

There are many conservation and preservation programs established by the county. This is a very unique situation and condition. This powerline corridor offers such a unique opportunity to provide a regional recreation activity and need in this area of the county.

6. Will the project provide regional or community-wide significance?

It is an essential regional trail system in the county. It definitely provides regional and community-wide significance. This trail will link and connects many cities and towns. Regional trail is an economic driver for both tourism and the County. It generates revenues, promotes health and through better health, it in turns enhance efficiencies and work production. Millions of dollars spent by health industries are due to poor health and obesity.

This trail will provides and accommodates people with disabilities. It is a multi-use, non-motorized and commuter trail. Using bikes to commutes to work reduces the amount of emissions into the environment thus reducing pollutants into the air, thereby, protecting the forests and habitats.

7. How does the project comply with one or more open space program policies and criteria?

Trail corridor is not a typical definition for open space and open space program but it is. It is linear and width varies from sixty (60) to two hundred (200) feet. For example, the Centennial Trail is over forty-two (42) miles long covering over 510 acres. Though linear, this is a substantial open space program. It preserves the land from development, provides public enjoyment, serves as a wildlife corridor, protect and preserves scenic places and function as a “transportation” corridor to all walks of life.

8. How does the project provide multi-jurisdictional benefit?

This trail crosses multi-jurisdictions and involves many stakeholders and interest groups. It connects cities and towns and brings together communities and the people. It is an economic driver for cities and the county. As part of a regional trail network, it brings people into the county and cities to recreate thereby generating revenues to service industries and to local jurisdictions. It provides recreation activity and enjoyment and yet preserve the environment. It links Everett to Snohomish and beyond. It connects to parks and boat launch sites onto Snohomish River, the Estuary and to Salish Sea. Historic and cultural sites, museums, places of interest are connected and readily accessible to many municipalities without having to drive to them. This trail is connected to the natural resources such as the Snohomish River via the river trail. Conversations and planning have already begun between the County, Everett, Snohomish and Monroe. Though there is no support letters at this time, this section of the trail have great support from the cities. The County is now working in partnership with PSE and Everett on planning the location of trail alignment and connectivity.

9. How will the project provide for public use and enjoyment?

There is never enough said about trails, its functions and benefits. From all the previous surveys, trail ranks one of the top facility to have in the county. In acquiring this corridor for a trail system, it opens up a route for public use of the land. Currently it is privately owned with restricted use.

10. Does this project represent a unique or special opportunity?

Yes. This is a unique opportunity to have a trail system within the PSE corridor; from private ownership to public use of the land. Instead of serving one purpose, it can now provide the public with recreational opportunities. Regional trail in itself is unique. In lieu of its counterpart (roads and transportation), trail also convey users from one place to another. This future trail provides access to many type of users and connects communities and places together.

Other Criteria:

For each question, please respond yes or no and provide supporting information.

A. Does the project comprise an entire project?

YES

NO

It comprised the entire trail section from Everett to Snohomish. On a regional scale, it is a critical east/west link that will connect to places beyond Snohomish County.

B. Does the project site involve contributions from groups or agencies that will reduce the need to utilize Conservation Futures Program funds? Response should reflect entries in Cost Worksheet.

YES

NO

Currently there is no funding contribution from other entities. Development costs will be through various sources during grant years.

C. Is the project sponsor prepared to provide long-term stewardship for the proposed project? Response should reiterate narrative provided under question 6 of Section II.

YES

NO

Stewardship and responsibility will be by both entities. County will be responsible for developing the trail up to the UGA line of Everett. The city will be responsible for the connection into their trail system.

County Parks Department has already an established program for this type of recreation facility.

D. (No response needed) The CFPAB will also evaluate how proposed projects compare with existing Conservation Futures funded sites and give higher consideration to project proposals in underserved regions of the county.

Puget Sound Energy Corridor

Future Snohomish-Everett Trail
(Snohomish Valley Trail)

By
Snohomish County
Parks, Recreation and Tourism



Location Map



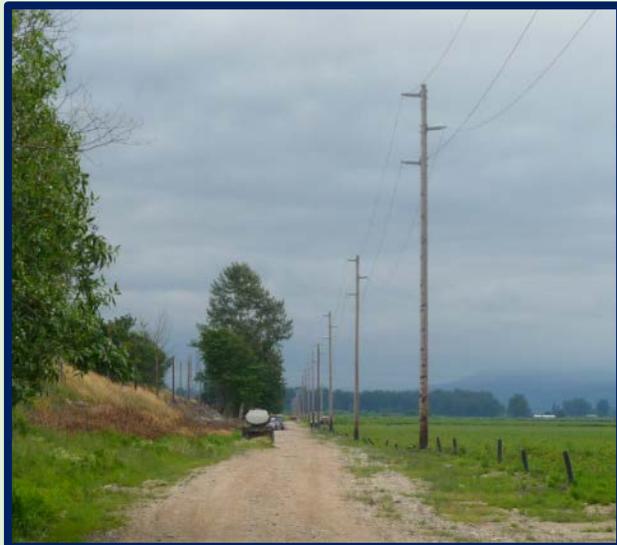
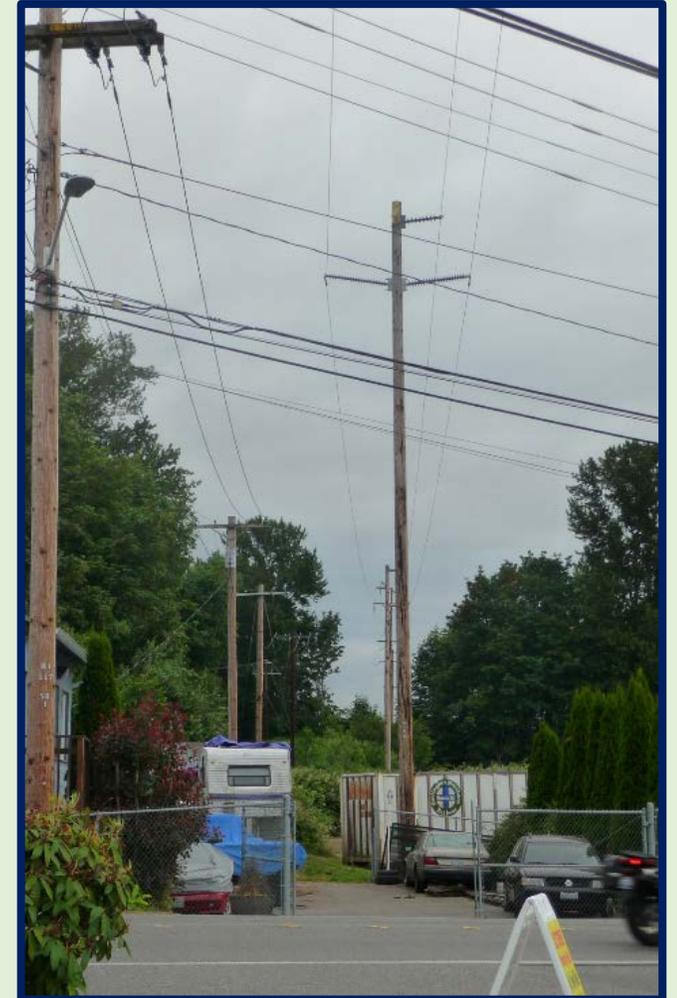
1. To what degree does the acquired property preserve open space, farm and agricultural land and/or timberlands?

- Over 4 miles (8 plus acres)
- Other alignment = impact to habitat and sensitive areas
- Lowell Snohomish River Road= too narrow
- PSE private corridor
- Preserve open space (corridor for public use)



2. To what degree does the project conserve opportunities which are otherwise threatened by development?

- High Development Site
- Surrounding properties
- Site Attributes
- Willing Seller

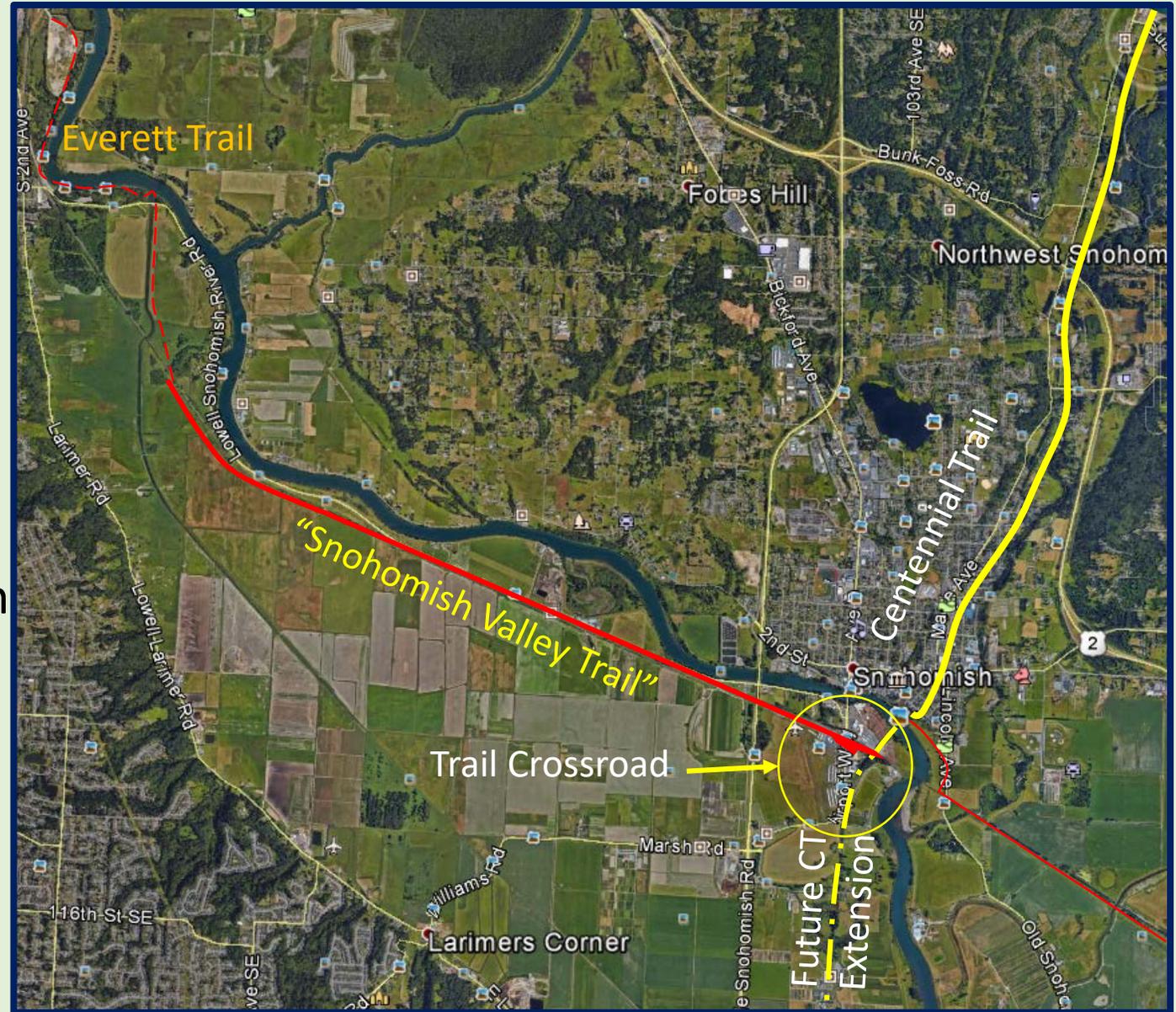


3. To what degree does the project establish a trail corridor and/or a natural area linkage?

Everett/Snohomish

Beyond:

- Monroe/Duvall
- Lake Stevens/Arlington/Darrington
- Woodinville/Seattle and beyond



4. To what degree does the project comprise a portion of a continuum of projects which collectively implement a complete project or objective?

- One of several links regionally
- Important east/west connectivity
- Important distinction= Non-motorized trail
- Many Stakeholders
 - Cities
 - WSDOT
 - Biking Communities
 - Local Communities

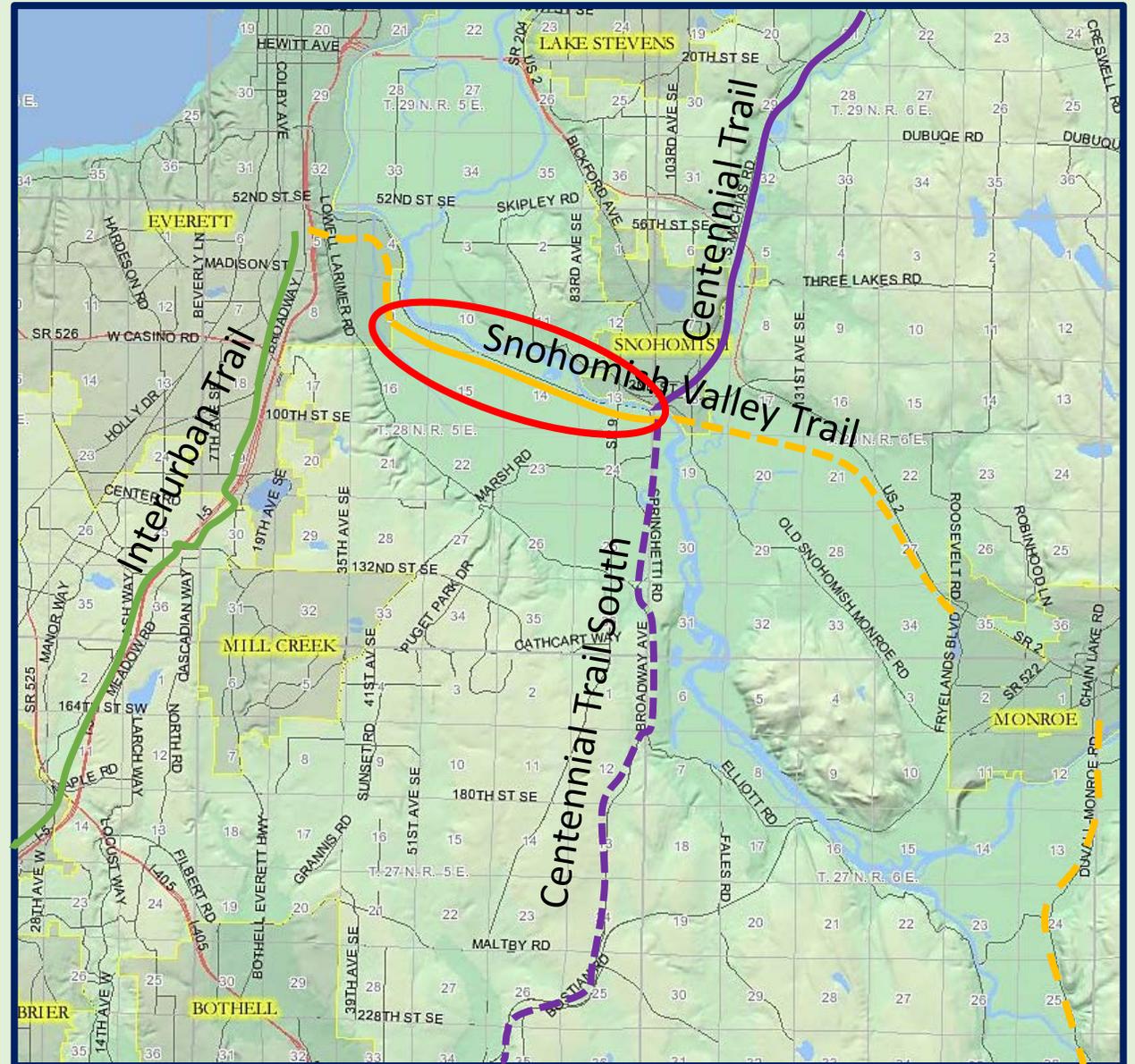
5. To what degree does the project enhance or compliment an ongoing conservation or preservation program?

- Linear Open Space conservation
 - Recreation
 - Wildlife Corridor
 - Private to Public



6. Will the project provide regional or community-wide significance?

- Regional
- Local
- Significance:
 - Connectivity
 - Transportation Alternative
 - Economy
 - Tourism
 - Revenue



7. To what degree does the project comply with one or more open space program policies and criteria?

- Conservation
- Recreation
- Private/Public
- Stewardship
- Wildlife



8. To what degree does the project provide multi-jurisdictional benefit?

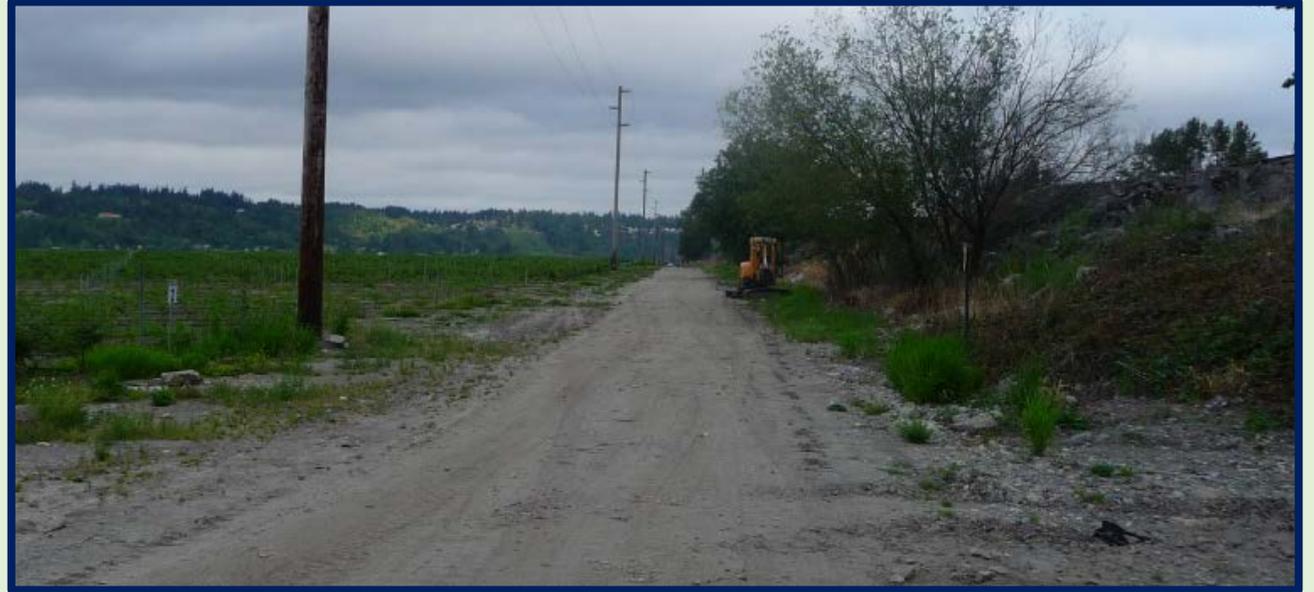
- Cities/Counties/State/Tribal
- Benefits:
 - Health
 - Revenue
 - Social Equity
 - Recreation
 - Public Ownership

9. To what degree does the project provide for public use and enjoyment?

- Private ownership/Restricted use
- Survey: Trail ranked amongst top three
- Regional Trail Connection
- Commute

10. To what degree does the project represent a unique or special opportunity?

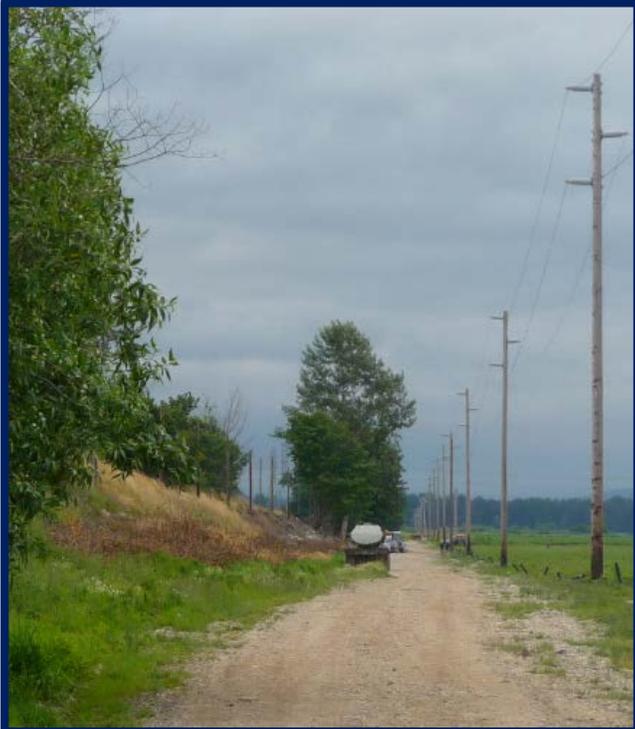
- 4 plus miles (8 acres)
- Ideal corridor
- Partnership with PSE
- Connectivity
- Private to Public
- Transportation/Commuters



Modes of Transportation:

- Roads
- Railway and
- Trail

Thank you



Attachment G – PCC Farmland Trust, French Slough Farm



**SNOHOMISH COUNTY
CONSERVATION FUTURES PROGRAM**

APPLICATION FOR CONSERVATION FUTURES FUNDS

PROGRAM YEAR 2019

ATTACHMENT 1: GRANT APPLICATION

SNOHOMISH COUNTY CONSERVATION FUTURES PROGRAM

APPLICATION FOR CONSERVATION FUTURES FUNDS

PROJECT NAME: FRENCH SLOUGH FARM

PROJECT SPONSOR: PCC FARMLAND TRUST

APPLICATION NO. (TO BE ASSIGNED BY STAFF): CF19- 03

SUBMITTAL CHECKLIST

CHECKLIST OF REQUIRED DOCUMENTS

The following documents should be submitted with the completed application. Please organize required documents in the order below and provide eight double sided color copies of the complete grant application as well as one “.pdf” copy (on disk or via email). Additional documents beyond what are listed here may be included at the discretion of the applicant.

No.	Type of Document Attached	Check if Included
1	Title Page/Submittal Checklist	X
2	I. Applicant Information	X
3	II. Project Background	X
4	III. Cost Worksheet (included in general project information)	X
5	IV. Project Review Criteria responses	X
6	Preliminary title report	X
7	“Willing Seller” letter	X
8	Parcel Map with ID Numbers	X
9	Site vicinity map	X
10	Site aerial photograph	X
11	Soils map	X
12	Proximity of protected lands	X
13	PDR/TDR priority areas map	X
14	SLS Reach Scale Plans map	X
15	Summary of supporting plans	X
16	Snohomish County Letter of Support	X
17	Snohomish Conservation District Letter of Support	X

SECTION I – APPLICANT INFORMATION

1. PROJECT TITLE: French Slough Farm

2. AMOUNT REQUESTED (from Cost Worksheet) \$625,040

3. PROJECT SPONSOR: PCC Farmland Trust

Address: 1402 3rd Ave, #709

Seattle WA 98101

Sponsor is: Unit of Local Government: _____

Private/Non-Profit Agency*: Nonprofit

*Eligible per [RCW 84.34.250](#)

4. CONTACT PERSON:

Name: Robin Fay Title: North Sound Conservation Manager

Address: 1402 3rd Ave, #709

Seattle, WA 98101

Phone: 206-777-4041 Cell Phone: 253-677-9730

Email Address: robin.fay@pccfarmlandtrust.org

SECTION II – PROJECT INFORMATION

1. PROJECT LOCATION:

Address: 12420 92nd Ave SE, Snohomish WA 98290

Section: 17, 19, 20 Township: 28 Range: 06

Assessor Tax Account Number(s): See attachment: "Parcel Map with ID numbers"

Property Legal Description (full legal if available): _____

2. EXISTING CONDITIONS:

Number of Parcels: Over 70 total. Total Acres: 566.5

Addition to Existing Site: YES NO If yes, which site: _____

Current Zoning: A-10 (Density Fringe Area, Floodway Fringe Area)

List Existing Structures/Facilities: 2 large barns, milking parlor, 3 large loafing sheds, farm office, milk storage tanks, 2 manure lagoons, hay barn, silage pits, equipment storage, family home sites adjacent

Current Use: Agriculture: Dairy Farm

Waterfront? (name of body of water): Pilchuck River, French Creek

Shoreline? (lineal ft.): Approx. 35 feet on Pilchuck River, Approx. 3,500 feet on French Creek

Owner of Tidelands/Shoreline (State or private): Private

3. CURRENT OWNERSHIP:

Current Owner(s): Dale and Lillian Bartelheimer, French Slough Farms LLC

Is the property owner a willing seller? YES* NO

Summary of Property Encumbrances Identified in Preliminary Title Report**: See attached preliminary title report. PCCFT is working on further title examination and will be able to provide an updated summary once that work is complete.

*Include an owner signed "willing seller" letter or real estate listing and attach with application.

**Attach Preliminary Title Report

4. TYPE OF INTEREST:

Please describe the type of interest contemplated for the acquisition process:

Warranty Deed *Easement **Other

*Please note that acquired easements must comply with the intent of the Conservation Futures Program and the text must be preapproved by Snohomish County staff listed within the Staff Contact Section if alternate language is proposed.

**If 'Other,' please explain:

5. PROJECT/SITE DESCRIPTION:

Please provide a summary paragraph describing the proposed project. The paragraph should describe the intent of the acquisition and, as appropriate, significant or unique site characteristics, significant or unique site history, relationships to other properties and/or any other unique or special considerations associated with the proposal. Attach graphics illustrating the project including, at a minimum, an aerial photograph (indicating property boundaries) and vicinity map for the property. If the proposed acquisition adds to an existing site, please show the relationship to existing site.

Site Description of French Slough Farm:

French Slough Farm is a 5th generation farm located in the Snohomish Valley, approximately one mile south-east of the City of Snohomish on 92nd St SE. The farm has been operated primarily as a dairy for generations, and is currently leased to a local Darigold producer. In the future, after the current lease has ended, family members intend to pursue diversifying into other agricultural ventures such as vegetable crops, agritourism and wine grapes. The farm has been under continuous ownership by the Bartelheimer Family since 1909 and was recognized as Snohomish County's Centennial Farm in 2018.

History

The Bartelheimer family established roots in the Snohomish River Valley in the early 1900's, when Fred and Agnes Bartelheimer left their farm in Nebraska to relocate to Washington in 1912. By

1918, they built a home on the land just east of what would become the City of Snohomish, and raised eleven children on the farm. The Farm expanded as the family grew, and over time the family came to collectively own and farm much of the excellent river valley soils beneath the viewpoint of Dutch Hill, stretching from French Creek and the Pilchuck River up to the ridge above what is now Highway 2.

Over the last few decades, Dale Bartelheimer worked with his family to unify the ownership of the family's land across multiple generations and siblings, unifying the property for the benefit of the family's next generation planning to continue the farm. Looking towards that future, the Bartelheimer Family is actively exploring opportunities to expand their production, and secure that opportunity for the next generation. Several family members are enrolled in undergraduate level university agricultural programs and intend to return to the family farm to diversify the dairy farm with agritourism, vegetable crops, and wine grapes. Sale of a conservation easement will provide the security and financial stability necessary to support this transition to the next generation, while also honoring the Bartelheimer family's long legacy in the Snohomish valley.

This specific property is ideal to support multi-generational farm operation due to the property's excellent agricultural conservation values. These values, which this project seeks to protect, include the property's irreplaceable prime farmland soils, agricultural productivity, capability to support diverse agricultural vegetation, appropriate topography, excellent accessibility to market and communities, and compatibility with surrounding land use and open space preservation. In addition, this project will also support the property's complementary ecological conservation values, including opportunities for future compatible restoration priorities along French Creek and adjacent to the Pilchuck River.

Soils

Thanks to the rich floodplain deposits of the adjacent Snohomish River over time, French Slough Farm is characterized by excellent prime farmland soils, including Puget silty clay loam, Puyallup fine sandy loam, Snohomish silt loam, Sumas silt loam, Winston gravelly loam, and Sultan silt loam (over 99% of the property). These soils are rated as excellent for long-term production of diverse row crops, hay, and pasture, particularly when protected from flooding by levees (as is the case on the French Slough Farm property which is part of the French Slough Flood Control District). These soils are prioritized the USDA Natural Resources Conservation Service for protection in perpetuity as a vital national resource.

Topography

This property lies in the flat river valley bottom of the Snohomish River floodplain, just below the ridge along 92nd St SE known locally as Dutch Hill. The property's flat topography, combined with the excellent soil characteristics, makes the property ideal for agricultural production, including access by farm machinery, moving of livestock in pasture, and planting and harvesting of row crops, hay, and field corn.

Surrounding Land Use, Access

The land use immediately surrounding the property to the west, south, and south-east, is primarily agriculture, with some residential development on the ridge immediately adjacent to the northern edge of the property. Above the agricultural land use on the Valley floor, residential development follows all nearby ridgelines surrounding the valley. The Snohomish City UGA is within one mile of the property, and the Monroe UGA is just 2.5 miles from the property's boundaries. While the proximity of residential pressures are a source of significant challenges to farmers on the urban fringe (including pressure to convert land use, high land costs, and complaints related to farm noise and odor), this proximity to market is also a significant agricultural advantage. With a ready market for a variety of agricultural products in the direct vicinity, the location of this property strongly supports the long-term economic viability of continued use of this property if protected as farmland in perpetuity.

Relationship to other parks, trails, and open space

This property also falls within the County-designated Riverway Commercial Farmland area, which is characterized primarily by current open space agricultural use. In addition, this property falls within the open space network of the nearby Lord Hill Regional Park, located approximately two miles south of the property.

Compatible Habitat Values

The farm lies in the French Slough Flood Control District, and is bounded on the south by French Creek. In addition, the far southwestern portion of the property also falls along the Pilchuck River near its confluence with the Snohomish River. The Pilchuck and Snohomish Rivers are priority habitats for migration and breeding habitat for Chinook Salmon (ESA listed as Threatened) and Coho Salmon (NMFS species of concern), as well as Coast Resident Cutthroat, Chum, and Bull Trout. The agricultural conservation easement will ensure the property will be protected as open space and include flexibility to address and support compatible restoration targeting these priority species and habitats in the future.

Match Funding Plan

Given the size of this project, the relatively high land values in the area, and the number of buildable lots with development rights that remain on the property, PCC Farmland Trust anticipates the conservation easement alone to appraise for approximately \$3.0M. And, given the scale of impact and importance of this project, the state Recreation and Conservation Office ranked this project as the top priority farmland conservation project in the state for the 2019-2020 biennium. With these secured state dollars in hand, and understanding that Conservation Futures funding is limited and demand for the program is high, PCC Farmland Trust anticipates matching the local investment in the project with more than 80% State and Federal grant funding. The local investment from Conservation Futures is critical to ensuring that we are able to secure the state and federal funding to complete this important project.

6. PROJECT STEWARDSHIP AND RESPONSIBILITY:

Long-term maintenance of the site is a requirement for funding consideration. Please describe to what degree the sponsoring agency and/or long-term property manager is prepared to

provide long-term stewardship (maintenance, management, etc.) for the proposed project site. Detail existing programs or plans that may apply to the site. In addition, please describe if there is the potential for future private business use on the site.

Long-Term Stewardship Plan:

PCC Farmland Trust stewards and monitors all its conservation easement properties in perpetuity. In addition to annual monitoring of compliance with conservation easements and baseline documentation, PCCFT partners with landowners on conserved properties to steward the working farmland through requiring completion of a Farm Plan with the local Conservation District, which addresses best management practices for stewardship of a property's natural resources including soil tilth, water quality, and sensitive habitat areas. While the current operation already has an existing Dairy Nutrient Management Plan in place, this requirement in the easement will ensure that the farm continues to have a current Farm Plan in place even as the operation changes over time. The Farm Plan is then used by PCCFT's Stewardship Manager as a Stewardship Plan for the property.

In addition, we also assist farmers on conserved properties with coordination and funding for voluntary on-farm restoration projects. These projects typically include removing invasive species, establishing native riparian buffers and streambank plantings, establishing pollinator hedgerows, and other improvements to on-farm wildlife habitat. Restoration opportunities are reviewed with landowners during every annual monitoring visit, with funding and restoration plans sought for prioritized projects annually. To demonstrate our commitment and capacity to effectively steward all properties conserved by the Trust in perpetuity, we operate our Stewardship program in accordance with the best practices and standards established by the Land Trust Alliance's Accreditation program, under which we have been accredited since 2013.

7. PROJECT COST (Cost Worksheet):

Please provide a summary of project cost, utilizing the following Cost Worksheet. Indicate on the worksheet any matching funding and/or donation value provided by the project sponsor and total request for funding from the Conservation Futures program, both as a total value and as a percentage of the total project cost. Estimated total land acquisition costs must be derived from one or more of the following sources and include supporting documentation:

1. Independent appraisal*
2. Opinion of value from a qualified representative of the real estate industry
3. Valuation from recent Snohomish County property tax assessment

Describe the basis for estimate for land and improvements (1 through 3 listed above):

_____ Opinion of Value _____

*Please note that if additional grant funds will be sought from other sources (e.g. Washington State Recreation and Conservation Office (RCO), an appraisal will be required. Additional

acquisition and appraisal requirements for matching grants, administered through RCO, can be found at https://www.rco.wa.gov/documents/manuals&forms/Manual_3_acq.pdf

SECTION III - COST WORKSHEET

ESTIMATE OF COSTS		
<i>Property Costs</i>	<i>Total Cost</i>	<i>Notes</i>
Land	\$3,000,000	Easement Only
Improvements		
PROPERTY COSTS SUBTOTAL:	\$	
Reimbursable Incidental Costs (as appropriate)		
Applicable taxes	\$0	
Appraisal review	\$7,500	
Appraisal(s)	\$15,000	
Baseline inventory	\$5,000	
Boundary survey	\$12,000	
Closing (escrow/recording fees)	\$5,000	
Cultural resources study	\$0	
Demolition	\$0	
Fencing	\$0	
Hazardous subsidence report	\$15,000	Assumes need for Phase I and Phase II Environmental Assessments given size and proximity to active rail line.
Noxious weed control	\$3,500	
Other (Stewardship Planning, Legal Costs)	\$10,140	
Signage	\$300	
Title reports/insurance	\$4000	
Wetland delineation	\$0	
REIMBURSABLE INCIDENTAL COSTS SUBTOTAL:	\$77,440	
TOTAL PROJECT COST (Property and Incidental):	\$3,077,440	
MATCH (cash and/or donation) – deduct from total project cost*	[\$2,452,400]	
TOTAL CONSERVATION FUTURES FUNDING REQUEST:	\$625,040	
% OF TOTAL PROJECT COST REQUESTED FROM CONSERVATION FUTURES**	20%	

***Matching funds** are not a requirement; however, additional consideration may be awarded during the evaluation process for projects with matching funds. Please attach documentation describing provided match, including type and source.

****Please note that Conservation Futures funding awards will be reimbursed based upon total actual project cost, at an amount not to exceed that percentage requested from Conservation Futures above and/or total funding award recommended by CFPAB and authorized through County Council action (whichever is lower). Match documentation will be required prior to reimbursement.**

SECTION IV – PROJECT REVIEW CRITERIA

PROJECT REVIEW CRITERIA: Snohomish County Code Section [4.14.100 \(2\)](#) and [4.14.100 \(3\)](#) establishes baseline criteria with which projects are to be evaluated. Please respond to all the questions below, explaining which of the following criteria the proposed project addresses and how the criteria are addressed. Provide justification for responses, attaching documentation (e.g. WDFW maps) as appropriate.

NOTE: Each project criteria in the application is referenced to a corresponding evaluation guideline in Attachment 2.

1. To what degree does the acquired property preserve open space, farm and agricultural land and timberlands?

Acquiring an easement on French Slough Farm will permanently conserve approximately 566 acres of high quality farmland and open space in perpetuity, limiting the amount of impervious surface allowed, and extinguishing the property's remaining development rights. The farm is comprised of 99% USDA Prime farmland soils, either without conditions or if drained and protected from flooding—both of which are the case on the French Slough Farm property. The farm is in the French Slough Flood Control District, which regularly maintains drainage infrastructure and flood protection levees, making the property ideal for farming and viable for a variety of agricultural production. The French Slough Farm meets all of the criteria for farmland conservation outlined by the Conservation Futures program and PCC Farmland Trust's conservation program. The property has high quality Prime soils (see attached USDA soils map), flat topography, good drainage, proximity to transportation corridors and good access to local markets, a demonstrated history of long term productivity over the past 100 years, and proximity to other agricultural lands in the Snohomish Valley. Additionally, the farm has high quality infrastructure on site, good drainage, and flood protection infrastructure. According to the last USDA Ag Census (2012) the average farm size in Snohomish County was 46 acres. Conserving the French Slough Farm presents an incredible opportunity to conserve a single property that is over 12 times the size of the average farm in the County in a single transaction. In conserving this property, we also have the opportunity to help preserve the legacy of a historic farm family that has been so active in the farming community for generations. While the property has been used for dairy farming historically, this conservation easement will also allow for diversification by future generations who might want to expand into row crops, agritourism, wine grapes, or other farm uses. French Slough Farm achieved centennial farm status in 2018! Securing conservation easements on this property will preserve the ability to farm here indefinitely.

While the primary goal of the conservation easement would be to preserve the agricultural value of the farm, the property also contains habitat and open space features valuable for multiple natural resources benefits. The easement will also allow for potential restoration of these natural resources, including the riparian areas of French Creek and the Pilchuck River before its confluence with Snohomish River mainstem. These natural resource values also include a documented

presence of Chinook, Coho, Chum, and Cutthroat Trout habitat in the aquatic habitat immediately adjacent to the property. Protection of the property's open space condition with an agricultural conservation easement will ensure the viability of priority wildlife habitat on site, supported by flexibility in the conservation easement for compatible restoration and habitat enhancement.

2. How does the project conserve opportunities which are otherwise threatened by development?

At 566 contiguous acres under ownership by the Bartelheimer family, the opportunity to preserve the French Slough Farm is a unique opportunity in the Snohomish River Valley. As regionally-important farmland has increasingly become priced out of reach for most new farmers, PCC Farmland Trust has found it is critical to protect priority agricultural properties while a willing conservation easement seller still owns the property. In most cases, once the property is listed for sale, it is too late and too expensive to acquire the property through other means. This project comes at a critical time, as the Bartelheimer Family is actively planning the farm's succession, and intending to transfer the farm to the next generation.

This project conserves a very large contiguous piece of Snohomish County's remaining prime agricultural resource lands, a natural resource that the County has lost to residential, commercial, and industrial development at an unprecedented rate over the past 50 years. In 2012, American Farmland Trust (AFT) conducted a study of farmland loss in the Puget Sound Region. Given the growth in population and industry in Snohomish County, American Farmland Trust found that Snohomish County has lost over 58% of its farmland since 1950. At the same time, Snohomish County continues to see one of the highest rates of population growth in the state, at a rate of 15% in the past decade (WA Office of Financial Management projections). This residential growth pressure has been particularly strong in the communities and Urban Growth Areas in the immediate vicinity of the French Slough Farm project. (Please see Attachment 6 "Site Vicinity Map"). Since 2000, Mill Creek has grown by over 74%. In the same time, Monroe has grown by 31%, Everett by 18%, and the City of Snohomish by 14% (US Census).

French Slough Farm is classified under Ag-10 zoning, but has been historically subdivided into over 70 grandfathered existing lots. The legal buildable status of these lots was verified by Snohomish County through a preliminary development rights certification process in 2016. In addition, the property's configuration and clustering of small lots that are out of the floodplain and adjacent to the road leave immense potential for residential development, putting the French Slough Farm at risk of future construction and loss of acreage at a commercially viable farm size.

3. How does the project establish trail corridors and/or natural area linkage?

This project presents an opportunity to continue significantly expanding preservation of critical agricultural lands and open space along the Snohomish River corridor, by building on the farmland preserved by Snohomish County in the Tualco Valley, the nearby protected Bailey Farm directly to

the south, and the open space corridor of conserved farmland and waterfowl habitat to the east of the property. In addition, farmland preservation and protection of open space is a public benefit and provides scenic enjoyment to the public. Preservation of the French Slough Farm contributes to the area's scenic open space values and the viewshed visible from Snohomish County's Lord Hill Regional Park to the south of the property, including 3,500' of riparian area along the Pilchuck River and French Creek.

4. How does the project comprise a portion of a continuum of projects which collectively implement a complete project or objective?

French Slough Farm falls within the Sustainable Lands Strategy (SLS) Lower Snohomish Reach Plan Area, and is identified by the SLS as a priority project for farmland conservation. The French Slough Farm property also falls within the Priority Area for the Snohomish County Purchase/Transfer of Development Rights program, and is prioritized by Snohomish County for conservation as farmland. (See Attachment "Summary of Supporting Plans"). Additionally, PCC Farmland Trust in partnership with the Snohomish County, Snohomish Conservation District and the SLS, and with input from farm producers, have formed a Snohomish County Farmland Conservation Working Group and have mapped and prioritized farmland across the county for conservation. The highest priority farmland for protection equals approximately 40,000 acres. In the short-term, the Working Group has identified a ten-year voluntary conservation goal of 15,000 acres. Voluntary conservation includes purchase of agricultural conservation easements or acquisition of the land from willing sellers with an accompanying conservation easement. This short-term acreage goal represents the highest priority for the Working Group and local partners.

French Slough Farm is ranked highest priority in that prioritization and conservation of the French Slough Farm is a part of the Trust's Focus Area Strategy—building on the success of the Bailey Farm conservation and working to conserve a critical mass of Snohomish County's best farmland for food production now and for generations to come. While conserving a farmland property of this size protects the resource at a scale that supports viable, long-term, commercial agricultural operations and could be considered a major win for farmland conservation efforts as a standalone project, the alignment of the project's goals with other state and local goals make it a particularly good project. With the average farm size in Snohomish County being 46 acres, preservation of prime farmland at this scale in a single project provides an immediate conservation benefit, permanently protecting a meaningful portion of the valley's prime farmland soils and natural resources.

5. How does the project enhance or complement an ongoing conservation or preservation program?

In addition to PCC Farmland Trust's ongoing farmland preservation program described above, preservation of the French Slough Farm directly supports the goals of Snohomish County's

adopted Comprehensive Plan and Future Land Use Planning programs (Sections 4.A.5 & 6, Section 5.B.4, Section LU-49, Section LU 7, Objective LU 7.B). Over the past 10 years, Snohomish County has led a strong effort to support its agricultural sector. After launching of the County's Agriculture Action Plan in 2005, County efforts to support the long-term viability of farming have included hiring of a farm industry liaison in the Executive's office, piloting of a Focus on Farming annual conference, and improving support for farmers through streamlining of regulations and permitting. In 2018, the County Executive created Executive Order 18-02, establishing the Farmland Expansion and Enhancement Delivery (FEED) Program. The FEED Program is a farmland preservation program by another name, and hopes to maintain and grow Snohomish County's resilient farmland base and to emphasize the urgency of limiting its conversion to ensure sustainable local food production in the region. PCC Farmland Trust is supporting and building on these efforts by working with the County, the Conservation District, and the SLS to accelerate the protection of agricultural lands in Snohomish County and help ensure producers at every scale have access to affordable farmland. Snohomish County is a priority focus area for PCC Farmland Trust, given its high quality farm soils, strong agricultural industry, rich history of farming, and rapid pace of development, which inherently puts pressure on existing farm communities and can lead to widespread conversion of farmlands to other incompatible uses.

This project also falls within the Priority Area for the Snohomish County Purchase/Transfer of Development Rights program and complements other conservation and preservation programs in the Snohomish River basin, including the Snohomish County Sustainable Lands Strategy, the Puget Sound Partnership – Stillaguamish and Snohomish Action Agenda, and the Snohomish River Basin Salmon Conservation Plan. As noted in the Sustainable Lands Strategy Phase 1 Report (2011), the goal of adding 2,000 acres of protected farmlands and resource lands will benefit both the County's agriculture and salmon recovery goals. Conservation of the French Slough Farm would put PCC Farmland Trust's total conserved acreage at nearly 1,200 acres in the Snohomish Basin alone! And with habitat alteration, increases in floodplain impervious surfaces, and loss of working farms and forests through conversion, the Puget Sound Partnership's Action Agenda for the Snohomish Basin calls for protection of priority resource lands from conversion through purchase of development rights and conservation easements. Finally, the goals and strategies of the Snohomish River Basin Salmon Conservation Plan highlight the complementary activities of this project, including purchase of development rights on working farmland, implementing restrictions on impervious surface coverage, reducing the use of pesticides and herbicides in agricultural production, encouraging use of best management practices through required Farm Plans, and supporting private agricultural landowners in identification and implementation of voluntary restoration projects over time. For additional information and documentation of how this project complements and supports the goals of these programs, please see Attachment 14 - Summary of Supporting Preservation & Conservation Plans.

6. Will the project provide regional or community-wide significance?

This project provides a regional significance in several ways. Preservation of the County's remaining agricultural resource lands impacts the larger Snohomish River basin as a component

of sound land use management, permanent elimination of future development potential on the property, and restriction on increased impervious surfaces in the floodplain. In addition, this project provides regional significance by ensuring agricultural resource lands of national significance are maintained in the County, and supporting the long-term viability of the natural resources necessary for local food production. In the immediate future, this project also ensures continued availability of local food in the Puget Sound regional market, including the metropolitan areas of Everett, Seattle, and neighboring communities. By preserving a local multi-generational family farm for future generations, this project helps to celebrate the County's working agricultural and resource land heritage. The legacy and viability of this important piece of farmland to the County is demonstrated by the fact that the Bartelheimer property has been in constant production and under the same family ownership for over 100 years.

7. How does the project comply with one or more open space program policies and criteria?

This project directly aligns with the Conservation Futures Program's stated purpose "to acquire interests or rights in real property for the preservation of open space land, farm and agricultural land, and timber land per SCC 4.14.010". In addition, by preserving the agricultural resource land and values of the French Slough Farm property in perpetuity, this project aligns with and is prioritized for protection as farmland in numerous local and regional planning efforts, including the Snohomish County Comprehensive Plan and the Snohomish County TDR/PDR program, the Growth Management Act, and the Current Use/Ag Taxation program. Because of its exceptional farmland and natural resource values, and because it embodies the State's farmland preservation criteria, this project was ranked by the RCO WWRP Farmland Preservation Program as the top priority project for funding in the 2019-2020 biennium statewide.

8. How does the project provide multi-jurisdictional benefit?

As mentioned above, the state Recreation and Conservation Office is a funding partner on this project, and will hold third-party enforcement rights on the conservation easements. In addition, we expect the federal NRCS Agricultural Conservation Easement Program (ACEP) to be a project funding partner, also holding third party enforcement rights in the final conservation easement. In addition to these direct project partners, PCC Farmland Trust will actively collaborate with partners of the Sustainable Lands Strategy as we move forward with implementation of the project, including the Conservation District and Snohomish County's Agriculture Program. Being located in unincorporated Snohomish County, preservation of this property provides benefit to multiple jurisdictions in the area, including securing farmland for production of local food and providing environmental benefits of open space preservation for the Cities of Snohomish, Mill Creek, Monroe, Everett, unincorporated Snohomish County residents, as well as the greater Seattle metropolitan area (including east King County municipalities). As such, this project is supported by the Snohomish Conservation District and Snohomish County – please see attached letters of support.

9. How will the project provide for public use and enjoyment?

Although the working lands conserved by PCC Farmland Trust are typically privately owned and protected via conservation easement, the Trust has included a requirement in our conservation easements that facilitates opportunities for public access and enjoyment of protected farmland properties. Through this provision, the Trust partners with owners of conserved farmland to hold free farm tours and educational events for the public. These events typically include large annual public tours (with approximately 300 – 600 participants per event), as well as opportunities for volunteer participation in voluntary on-farm restoration activities, such as plantings and invasive species removal. The proximity of the French Slough Farm to the City of Snohomish and Lord Hill Regional Park provides a fantastic opportunity for future diversification and implementation of agritourism opportunities.

10. Does this project represent a unique or special opportunity?

As described above, preservation of the French Slough Farm presents a unique and special opportunity for Snohomish County's Conservation Futures Program in several ways. First and foremost, the project provides the County with the opportunity to conserve a significant amount of the County's remaining prime, irreplaceable agricultural soils. In addition to the other agricultural values protected by the project, purchase of a conservation easement on French Slough Farm also supports the compatible open space values of the property, including wildlife habitat and limitations on future impervious surfaces.

Of particular importance is the contiguous size of the French Slough Farm. Today, the average farm size in Snohomish County is down to 46 acres, and less than one percent of Snohomish County's farms are over 500 acres. Given that this project would permanently protect 566 acres under a single conservation acquisition, preservation of the French Slough Farm is a once in a lifetime opportunity to conserve a significant block of contiguous priority farmland in Snohomish County. The project also presents a unique opportunity to partner with one of the most established family farms in this area of the County, celebrating the farm's historical significance in the local community and helping a centennial farm family with strong community ties protect their legacy in Snohomish. Protecting this farm now facilitates conservation at a time when it can be most effective—aiding the landowners in continuing their family tradition with the next generation and underscoring the importance of farmland preservation, local food production, and the benefits of sustainable farming practices for the local environment. This project also includes the special opportunity to support future restoration needs on private lands along riparian area of French Creek, with one potential project site already identified at the confluence of the Pilchuck River.

Other Criteria:

For each question, please respond yes or no and provide supporting information.

A. Does the project comprise an entire project?

YES *This request is for partial funding of the project, understanding that a commitment of local funding will help leverage significant requests to the Federal and State farmland conservation programs, to demonstrate the local commitment and investment in the project that is so critical to securing those funds at this scale.*

NO

B. Does the project site involve contributions from groups or agencies that will reduce the need to utilize Conservation Futures Program funds? Response should reflect entries in Cost Worksheet.

YES *We have secured \$952,400 in matching funds from the State, and are pending an award from the Federal program for an additional \$1.5 million in matching funds, resulting in Conservation Futures funds being leveraged by 80% match funding. Given the scale of the project, the local investment demonstrated by Conservation Futures is critical to our success in securing the state and federal funding.*

NO

C. Is the project sponsor prepared to provide long-term stewardship for the proposed project? Response should reiterate narrative provided under question 6 of Section II.

YES

NO

As an accredited land trust under the Land Trust Alliance Accreditation Commission, PCC FT has a robust Stewardship program, with currently 1.5 FTE dedicated to stewardship and monitoring of our conserved properties. In total, PCC Farmland Trust has thirteen staff to support our work and obligations, including the Executive Director, Conservation Director and Conservation Managers (2 positions), Stewardship Manager, plus seven FTE staff engaged in program activities, including fundraising, community engagement and communications.

In order to support our perpetual management responsibilities for monitoring and enforcement of our conservation easements, PCC FT has established a board-dedicated Stewardship Fund. In addition to the stewardship funding secured by PCC FT annually through fundraising efforts, landowner donations, and earned income revenue, this Stewardship Fund allows us to guarantee to our funders that we can meet our perpetual stewardship obligations on all properties and easements owned by PCC FT, even in event of future unforeseen circumstances.

D. (No response needed) The CFPAB will also evaluate how proposed projects compare with existing Conservation Futures funded sites and give higher consideration to project proposals in underserved regions of the county.

ALTA COMMITMENT FOR TITLE INSURANCE

Issued By agent:



CHICAGO TITLE

COMPANY OF WASHINGTON

Commitment Number:

500024798
Amendment No. 1

CHICAGO TITLE INSURANCE COMPANY, a Nebraska corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

IN WITNESS WHEREOF, CHICAGO TITLE INSURANCE COMPANY has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Chicago Title Insurance Company

By:

President

Attest:

Secretary

Countersigned By:

Authorized Officer or Agent



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ALTA Commitment (Adopted: 06.17.2006)



CHICAGO TITLE COMPANY OF WASHINGTON

ISSUING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT:
Title Officer: Commercial Unit Chicago Title Company of Washington 3002 Colby Ave., Suite 200 Everett, WA 98201 Fax: (855)394-4817 Main Phone: (425)259-8205 Email: Everett.CU@ctt.com	

SCHEDULE A

ORDER NO. 500024798

1. Effective Date: March 25, 2015 at 08:00 AM
2. Policy or (Policies) to be issued:
 - a. ALTA Owner's Policy 2006

Proposed Insured:	Sno Valley Milk, LLC	
Policy Amount:	To Be Determined	
Premium:		To Be Determined
Tax:		To Be Determined
Total:		To Be Determined
 - b. ALTA Loan Policy 2006

Proposed Insured:	To Be Determined	
Policy Amount:	To Be Determined	
Premium:		To Be Determined
Tax:		To Be Determined
Total:		To Be Determined
3. The estate or interest in the land described or referred to in this Commitment is:

Fee Simple
4. Title to the estate or interest in the land is at the Effective Date vested in:

Alan R. Bartelheimer, as his separate estate, as to an undivided 1/3 interest in Lots 22-26, 29-32, 40-48, 57-63 and that portion of Lot 64 lying within the Southeast Quarter of the Northwest Quarter of Section 20, French Slough Farms, LLC, a Washington Limited Liability Company as to an undivided 2/3 interest in Lots 22-26, 29-32, 40-48, 57-63 and that portion of Lot 64 lying within the Southeast Quarter of the Northwest Quarter of Section 20, and Dale Bartelheimer and Lillian Bartelheimer, husband and wife as to the remained
5. The land referred to in this Commitment is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

END OF SCHEDULE A

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EXHIBIT "A"
Legal Description

**For APN/Parcel ID(s): 280617-003-005-00, 280617-003-003-00, 280617-003-017-00,
280617-004-014-00, 280617-004-015-00, 280617-004-016-00,
280617-004-004-00, 280617-004-009-00, 280617-004-010-00,
280617-004-007-00, 280617-004-013-00, 280617-003-015-00,
280617-003-011-00, 280617-003-021-00, 280617-003-037-00,
280617-003-013-00, 280617-003-038-00, 280617-003-012-00,
280617-004-005-00, 280617-004-012-00, 280617-004-006-00,
280617-004-011-00, 280620-001-001-00, 280620-001-002-00,
280620-001-006-00, 280620-002-001-00, 280620-002-013-00,
280620-002-017-00, 280620-002-018-00, 280620-002-019-00,
280620-002-016-00, 280620-002-015-00, 280620-002-014-00,
280620-001-004-00, 280620-001-003-00, 280620-001-007-00,
280620-002-010-00, 280620-002-011-00, 280620-002-020-00,
280620-002-021-00, 280620-003-014-00, 280620-003-013-00,
280620-002-027-00, 280620-002-008-00, 280620-002-007-00,
280620-002-006-00, 280620-002-005-00, 280620-002-004-00,
280620-002-022-00, 280620-002-023-00, 280620-002-024-00,
280620-002-025-00, 280619-001-022-00, 280619-001-007-00,
280619-001-020-00, 280620-002-026-00, 280617-003-019-00,
280617-003-020-00 and 280617-003-022-00**

Lots 1 through 3, inclusive, Lots 22 through 26, inclusive, Lots 29 through 78, inclusive, Snohomish County Boundary Line Adjustment 06-129177, recorded under Auditor's File No. 200612280640, as delineated on record of Survey recorded under Auditor's File No. 200612285007, records of Snohomish County, Washington,, being portions of the Southwest quarter and the Southeast Quarter of Section 17, and portions of the Northeast Quarter of Section 19, and portions of the Northeast quarter, the Northwest quarter , the Southwest quarter and the Southeast Quarter of Section 20, all in Township 28 North, Range 6 East W.M.

Situate in the County of Snohomish, State of Washington.

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SCHEDULE B

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

GENERAL EXCEPTIONS

- A. Rights or claims of parties in possession, or claiming possession, not shown by the Public Records.
- B. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
- C. Easements, prescriptive rights, rights-of-way, liens or encumbrances, or claims thereof, not shown by the Public Records.
- D. Any lien, or right to a lien, for contributions to employee benefit funds, or for state workers' compensation, or for services, labor, or material heretofore or hereafter furnished, all as imposed by law, and not shown by the Public Records.
- E. Taxes or special assessments which are not yet payable or which are not shown as existing liens by the Public Records.
- F. Any lien for service, installation, connection, maintenance, tap, capacity, or construction or similar charges for sewer, water, electricity, natural gas or other utilities, or for garbage collection and disposal not shown by the Public Records.
- G. Unpatented mining claims, and all rights relating thereto.
- H. Reservations and exceptions in United States Patents or in Acts authorizing the issuance thereof.
- I. Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.
- J. Water rights, claims or title to water.
- K. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records, or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.

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SCHEDULE B
(continued)

SPECIAL EXCEPTIONS

1. Liability to present and/or future Assessments for Drainage Districts 4 and 4A.
2. Liability to present and/or future assessments for French Slough Flood Control.
3. The Land has been classified as Farm and Agricultural and is subject to the provisions of RCW 84.34, which include the requirement of a continuation of restricted use in order to continue the present assessment rate. A change in use can cause an increased assessment rate for present and past years. Notice of Application was recorded as set forth below:

Recording Date: May 21, 1975
Recording No.: 2387157

Sale or transfer of all or a portion of the property in Snohomish County requires execution of two forms by the new owner and submission of the forms to the Assessor's Office at least two (2) weeks prior to transfer. More time may be required at year end and month end.

The two forms include:

1. Notice of Continuation Form
2. Request for Information Form

In addition, the assessor's office requires that the new owner sign box 6 of the Excise Affidavit at line 3. The above forms are available through your title officer. If you have additional questions, please telephone the exemption department in the assessor's office at (425)388-3540.

Notice of compliance was recorded under Auditor's File No. 8810140307.

4. The Land has been classified as farm and agricultural and is subject to the provisions of RCW 84.34, which include the requirement of a continuation of restricted use in order to continue the present assessment rate. A change in use can cause an increased assessment rate for present and past years. Notice of Application was recorded as set forth below:

Recording Date: May 23, 1975
Recording No.: 2387529

Sale or transfer of all or a portion of the property in Snohomish County requires execution of two forms by the new owner and submission of the forms to the Assessor's Office at least two (2) weeks prior to transfer. More time may be required at year end and month end.

The two forms include:

1. Notice of Continuation Form
2. Request for Information Form

In addition, the assessor's office requires that the new owner sign box 6 of the Excise Affidavit at line 3. The above forms are available through your title officer. If you have additional questions, please telephone the exemption department in the assessor's office at (425)388-3540.

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ALTA Commitment (Adopted: 06.17.2006)



SCHEDULE B
(continued)

Notice of compliance was recorded under Auditor's File No. 8104230194.

- 5. The Land has been classified as Agricultural and is subject to the provisions of RCW 84.34, which include the requirement of a continuation of restricted use in order to continue the present assessment rate. A change in use can cause an increased assessment rate for present and past years. Notice of Application was recorded as set forth below:

Recording Date: July 1, 1971
 Recording No.: 2204166

Sale or transfer of all or a portion of the property in Snohomish County requires execution of two forms by the new owner and submission of the forms to the Assessor's Office at least two (2) weeks prior to transfer. More time may be required at year end and month end.

The two forms include:

- 1. Notice of Continuation Form
- 2. Request for Information Form

In addition, the assessor's office requires that the new owner sign box 6 of the Excise Affidavit at line 3. The above forms are available through your title officer. If you have additional questions, please telephone the exemption department in the assessor's office at (425)388-3540.

Notice of continuance were recorded under Auditor's File Nos. 8503190093 and 9212160041.

- 6. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Blademan Brothers
 Purpose: right of way for purpose of hauling timber
 Recording Date: January 24, 1883
 Recording No.: 15434
 Affects: portion, the description is not sufficient to determine the exact location

- 7. Easement for private or public roads as disclosed by deeds recorded under Auditor's File Nos. 105088, 122601, 156814, and 236732, and various instruments of records, over portions of Section 20.

- 8. Right to enter the Land to make repairs and to cut brush and trees which constitute a menace or danger to the electric transmission line located in the street or road adjoining said Land, as granted by instrument:

Recording Date: March 9, 1906
 Recording No.: 105625
 In Favor of: Seattle-Tacoma Power Company
 Affects: Portion of Lots 65 & 75

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SCHEDULE B
(continued)

9. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
- Purpose: road purposes
Recording Date: August 9, 1930
Recording No.: 483819
Affects: Westerly portion of Lots 72 & 73
10. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
- Granted to: Snohomish County
Purpose: flood control works
Recording Date: August 29, 1944
Recording No.: 771562
Affects: portion of Lots 78, 79 & 80, and other property
11. Right to enter the Land to make repairs and to cut brush and trees which constitute a menace or danger to the electric transmission line located in the street or road adjoining said Land, as granted by instrument:
- Recording No.: 105620
Affects: portion of Lot 64
12. Easement(s) for the purpose(s) shown below and rights incidental thereto, as disclosed in a document:
- Purpose: road purposes
Recording No.: 194111
Affects: portion of Lot 64
13. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
- Granted to: Snohomish County for the benefit of Drainage Improvement District No. 4
Purpose: right of way
Recording Date: August 11, 1915
Recording No.: 213351
Affects: as staked within Lots 46, 57, 58 and 59 and as described
14. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
- Granted to: Snohomish County for the benefit of Drainage Improvement District No. 4
Purpose: right of way
Recording Date: August 11, 1915
Recording No.: 213366
Affects: portions of Lots 47, 48 and 64

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SCHEDULE B
(continued)

15. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Snohomish County r the benefit of Drainage Improvement District No. 4
Purpose: right of way
Recording Date: October 5, 1915
Recording No.: 214791
Affects: East 20 feet of Lot 57

16. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Snohomish County for the benefit of Drainage Improvement District No. 4
Purpose: right of way
Recording Date: October 5, 1915
Recording No.: 214793
Affects: South 20 feet of Lot 48

17. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Snohomish County for the benefit of Drainage Improvement District No. 4
Purpose: right of way
Recording Date: October 5, 1915
Recording No.: 214794
Affects: East 20 feet of Lot 29

18. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Snohomish County for the benefit of Drainage Improvement District No. 4
Purpose: right of way including 2 crossing or bridges
Recording Date: October 5, 1915
Recording No.: 214795
Affects: East 20 feet of Lots 45 & 46, North 20 feet of Lots 46, 47 & 48, South 20 feet of Lots 43, 44 & 45

19. Reservations and recitals contained in the Deed as set forth below:

Grantor: Snohomish County Treasurer
Recording Date: January 5, 1942
Recording No.: 719630

Affects: Lots 57, 58 and 59



SCHEDULE B
(continued)

20. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Pacific Natural Gas Co.
Purpose: pipeline or pipelines for transportation of oil, gas and the products thereof
Recording Date: April 9, 1958
Recording No.: 1278081
Affects: as constructed, exact location not disclosed

21. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Pacific Natural Gas Co.
Purpose: pipelines for the transportation of oil, gas and products thereof
Recording Date: April 9, 1958
Recording No.: 1278082
Affects: portion of Lots 29 and 39

22. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: French Slough Flood Control District
Purpose: flood control works
Recording Date: May 18, 1962
Recording No.: 1533609
Affects: portion of Lot 78, 79 & 80 and other property

23. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: French Slough Flood Control District
Purpose: improve French Slough Channel
Recording Date: June 17, 1963
Recording No.: 1620609
Affects: Southerly portion of Lot 57

24. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: French Slough Flood Control District
Purpose: improve French Slough Channel
Recording Date: October 4, 1963
Recording No.: 1646680
Affects: Easterly portion of Lot 64

25. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: French Slough Flood Control District
Purpose: drainage pipes and other drainage and flood control facilities
Recording Date: April 17, 1964
Recording No.: 1690281
Affects: portion of Lot 64 and other property

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SCHEDULE B
(continued)

26. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: French Slough Flood Control District
Purpose: dikes and other flood control works
Recording Date: October 4, 1963
Recording No.: 1646682
Affects: portion of lot 78, 79 & 80 and other property

said easement amends prior easements recorded under Auditor's File Nos. 963633, 999656 and 1464267.

27. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Purpose: exclusive easement
Recording Date: September 17, 2003
Recording No.: 200309171343
Affects: portion of Lots 66 & 75

28. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Public Utility District No. 1 of Snohomish County
Purpose: Electric transmission and/or distribution line
Recording Date: September 17, 1982
Recording No.: 8209170183
Affects: portion of Lots 1 & 2

29. Easement(s) for the purpose(s) shown below and rights incidental thereto, as disclosed in a document:

Document: Lease
Purpose: ingress and egress
Recording Date: July 13, 1987
Recording No.: 8707130302
Affects: portions of Lots 1, 2 & 3, exact location not disclosed

30. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Public Utility District No. 1 of Snohomish County
Purpose: Electric transmission and/or distribution line
Recording Date: February 2, 1988
Recording No.: 8802290071
Affects: portion Lot 25



SCHEDULE B
(continued)

31. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Public Utility District No. 1 of Snohomish County
Purpose: Electric transmission and/or distribution line
Recording Date: October 15, 2002
Recording No.: 200211210282
Affects: portion of Lots 25 & 26

32. Any question that may arise due to shifting and changing in the course, boundaries or high water line of French Creek Slough.

33. Rights of the State of Washington in and to that portion, if any, of the Land which lies below the line of ordinary high water of French Creek Slough.

34. Any question that may arise due to shifting and changing in the course, boundaries or high water line of Pilchuck River.

35. Rights of the State of Washington in and to that portion, if any, of the Land which lies below the line of ordinary high water of Pilchuck River.

36. Any prohibition or limitation of use, occupancy or improvement of the Land resulting from the rights of the public or riparian owners to use any portion which is now or was formerly covered by water.

37. Paramount rights and easements in favor of the United States for commerce, navigation, fisheries and the production of power.

38. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: French Slough Flood Control District
Purpose: improve French Slough Channel
Recording Date: April 17, 1964
Recording No.: 1690283
Affects: Southerly portion of Lots 57, 58 & 59

39. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: French Slough Flood Control District
Purpose: improve French Slough Channel
Recording Date: April 17, 1964
Recording No.: 1690284
Affects: Southerly portion of Lots 58, 59 & 64

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SCHEDULE B
(continued)

40. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Public Utility District No. 1 of Snohomish County
Purpose: Electric transmission and/or distribution line
Recording Date: October 20, 1964
Recording No.: 1734075
Affects: portion of Lots 42, 43, 47, 48, 58 & 59

41. Reservations and recitals contained in the Deed as set forth below:

Grantor: Snohomish County Treasurer
Recording Date: February 28, 1964
Recording No.: 2078652

Affects: Lots 60 & 63

42. Reservations and recitals contained in the Deed as set forth below:

Grantor: Snohomish County Treasurer
Recording Date: February 28, 1964
Recording No.: 2078653

Affects: portion of Lot 59 lying within SW 1/4 of Section 20

43. Relinquishment of access to State Highway Number 2 and of light, view and air by Deed:

Grantee: State of Washington
Recording Date: April 17, 1974
Recording No.: 2336272

44. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: State of Washington
Purpose: drainage system
Recording Date: April 17, 1974
Recording No.: 2336273
Affects: Easterly and Northeasterly portions of Lot 29

45. Snohomish County "Right to Farm" Disclosure Statement as recorded under Recording No. 9612310310.

Affects: Lot 64

46. Reservation of Easements and the terms and conditions thereof:

Recording Date: December 28, 2006
Recording No.: 200612280639

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SCHEDULE B
(continued)

47. Easement as delineated and/or dedicated on teh face of the subdivision map

Purpose: Access
Area Affected: private roads

Liability to maintenance and/or assessments pursuant to roads within the subdivision being private roads.

48. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, dedications, building setback lines, notes, statements, and other matters, if any, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on Snohomish County Boundary Line Adjustment No. 06-129177:

Recording No: 200612280640

and related Survey recorded under Auditor's File No. 200612285007.

49. Right, Title and interest of the public in and to those portions, as delineated on the record of survey under Auditor's File No. 200612285007, known as EB Northup Road, Van Bowen Road and 103rd Street SE.

50. Payment of the real estate excise tax, if required.

The Land is situated within the boundaries of local taxing authority of Unincorporated Snohomish County .

Present rate of real estate excise tax as of the date herein is 1.78 percent.

Any conveyance document must be accompanied by the official Washington State Excise Tax Affidavit. The applicable excise tax must be paid and the affidavit approved at the time of the recording of the conveyance documents. (NOTE: Real Estate Excise Tax Affidavits must be printed as legal size forms).

An additional \$5.00 Electronic Technology Fee must be included in all excise tax payments.

If the transaction is exempt, an additional \$5.00 Affidavit Processing Fee is required.

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SCHEDULE B
(continued)

51. General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2015
 Tax Account No.: 280617-003-005-00
 Levy Code: 03665
 Assessed Value-Land: \$95,300.00
 Assessed Value-Improvements: \$0.00

General and Special Taxes:
 Billed: \$206.79
 Paid: \$206.79
 Unpaid: \$0.00

Affects: Lot 1

52. General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2015
 Tax Account No.: 280617-003-003-00
 Levy Code: 03665
 Assessed Value-Land: \$17,600.00
 Assessed Value-Improvements: \$0.00

General and Special Taxes:
 Billed: \$257.47
 Paid: \$257.47
 Unpaid: \$0.00

Affects: Lot 2

53. General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2015
 Tax Account No.: 280617-003-017-00
 Levy Code: 03665
 Assessed Value-Land: \$25,200.00
 Assessed Value-Improvements: \$18,000.00

General and Special Taxes:
 Billed: \$530.74
 Paid: \$530.74
 Unpaid: \$0.00

Affects: Lot 3

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SCHEDULE B
(continued)

54. General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2015
Tax Account No.: 280617-004-014-00
Levy Code: 03665
Assessed Value-Land: \$70,800.00
Assessed Value-Improvements: \$0.00

General and Special Taxes:
Billed: \$23.67
Paid: \$23.67
Unpaid: \$0.00

Affects: Lot 22

55. General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2015
Tax Account No.: 280617-004-015-00
Levy Code: 03665
Assessed Value-Land: \$68,100.00
Assessed Value-Improvements: \$0.00

General and Special Taxes:
Billed: \$0.00
Paid: \$0.00
Unpaid: \$0.00

Affects: Lot 23

56. General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2015
Tax Account No.: 280617-004-016-00
Levy Code: 03665
Assessed Value-Land: \$89,000.00
Assessed Value-Improvements: \$8,700.00

General and Special Taxes:
Billed: \$185.41
Paid: \$185.41
Unpaid: \$0.00

Affects: Lot 24

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SCHEDULE B
 (continued)

57. General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2015
 Tax Account No.: 280617-004-004-00
 Levy Code: 03665
 Assessed Value-Land: \$151,300.00
 Assessed Value-Improvements: \$670,700.00

General and Special Taxes:
 Billed: \$10,920.01
 Paid: \$10,920.01
 Unpaid: \$0.00

Affects: Lot 25

58. General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2015
 Tax Account No.: 280617-004-009-00
 Levy Code: 03665
 Assessed Value-Land: \$9,400.00
 Assessed Value-Improvements: \$0.00

General and Special Taxes:
 Billed: \$138.32
 Paid: \$138.32
 Unpaid: \$0.00

Affects: Lot 26

59. General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2015
 Tax Account No.: 280617-004-010-00
 Levy Code: 03665
 Assessed Value-Land: \$25,200.00
 Assessed Value-Improvements: \$0.00

General and Special Taxes:
 Billed: \$213.95
 Paid: \$213.95
 Unpaid: \$0.00

Affects: Lot 29

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SCHEDULE B
(continued)

60. General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2015
 Tax Account No.: 280617-004-007-00
 Levy Code: 03665
 Assessed Value-Land: \$45,700.00
 Assessed Value-Improvements: \$0.00

General and Special Taxes:
 Billed: \$386.05
 Paid: \$386.05
 Unpaid: \$0.00

Affects: Lot 30

61. General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2015
 Tax Account No.: 280617-004-013-00
 Levy Code: 03665
 Assessed Value-Land: \$51,400.00
 Assessed Value-Improvements: \$0.00

General and Special Taxes:
 Billed: \$434.21
 Paid: \$434.21
 Unpaid: \$0.00

Affects: Lot 31

62. General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2015
 Tax Account No.: 280617-003-015-00
 Levy Code: 03665
 Assessed Value-Land: \$21,400.00
 Assessed Value-Improvements: \$0.00

General and Special Taxes:
 Billed: \$563.42
 Paid: \$563.42
 Unpaid: \$0.00

Affects: Lot 32

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SCHEDULE B
(continued)

63. General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2015
 Tax Account No.: 280617-003-022-00
 Levy Code: 03665
 Assessed Value-Land: \$25,800.00
 Assessed Value-Improvements: \$0.00

General and Special Taxes:
 Billed: \$218.90
 Paid: \$218.90
 Unpaid: \$0.00

Affects: Lot 33

64. General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2015
 Tax Account No.: 280617-003-019-00
 Levy Code: 03665
 Assessed Value-Land: \$47,800.00
 Assessed Value-Improvements: \$0.00

General and Special Taxes:
 Billed: \$404.08
 Paid: \$404.08
 Unpaid: \$0.00

Affects: Lot 34

65. General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2015
 Tax Account No.: 280617-003-020-00
 Levy Code: 03665
 Assessed Value-Land: \$33,900.00
 Assessed Value-Improvements: \$0.00

General and Special Taxes:
 Billed: \$286.34
 Paid: \$286.34
 Unpaid: \$0.00

Affects: Lot 35

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SCHEDULE B
(continued)

66. General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2015
Tax Account No.: 280617-003-011-00
Levy Code: 03665
Assessed Value-Land: \$28,700.00
Assessed Value-Improvements: \$0.00

General and Special Taxes:
Billed: \$243.46
Paid: \$243.46
Unpaid: \$0.00

Affects: Lot 36

67. General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2015
Tax Account No.: 280617-003-021-00
Levy Code: 03665
Assessed Value-Land: \$28,700.00
Assessed Value-Improvements: \$0.00

General and Special Taxes:
Billed: \$243.46
Paid: \$243.46
Unpaid: \$0.00

Affects: Lot 37

68. General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2015
Tax Account No.: 280617-003-037-00
Levy Code: 03665
Assessed Value-Land: \$29,100.00
Assessed Value-Improvements: \$0.00

General and Special Taxes:
Billed: \$247.14
Paid: \$247.14
Unpaid: \$0.00

Affects: Lot 38

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SCHEDULE B
(continued)

69. General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2015
 Tax Account No.: 280617-003-013-00
 Levy Code: 03665
 Assessed Value-Land: \$29,200.00
 Assessed Value-Improvements: \$0.00

General and Special Taxes:
 Billed: \$247.77
 Paid: \$247.77
 Unpaid: \$0.00

Affects: Lot 39

70. General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2015
 Tax Account No.: 280617-003-038-00
 Levy Code: 03665
 Assessed Value-Land: \$37,500.00
 Assessed Value-Improvements: \$0.00

General and Special Taxes:
 Billed: \$318.30
 Paid: \$318.30
 Unpaid: \$0.00

Affects: Lot 40

71. General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2015
 Tax Account No.: 280617-003-012-00
 Levy Code: 03665
 Assessed Value-Land: \$37,500.00
 Assessed Value-Improvements: \$0.00

General and Special Taxes:
 Billed: \$316.48
 Paid: \$316.48
 Unpaid: \$0.00

Affects: Lot 41

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SCHEDULE B
(continued)

72. General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2015
Tax Account No.: 280617-004-005-00
Levy Code: 03665
Assessed Value-Land: \$103,100.00
Assessed Value-Improvements: \$0.00

General and Special Taxes:
Billed: \$867.34
Paid: \$867.34
Unpaid: \$0.00

Affects: Lot 42

73. General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2015
Tax Account No.: 280617-004-012-00
Levy Code: 03665
Assessed Value-Land: \$102,700.00
Assessed Value-Improvements: \$0.00

General and Special Taxes:
Billed: \$864.83
Paid: \$864.83
Unpaid: \$0.00

Affects: Lot 43

74. General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2015
Tax Account No.: 280617-004-006-00
Levy Code: 03665
Assessed Value-Land: \$102,400.00
Assessed Value-Improvements: \$0.00

General and Special Taxes:
Billed: \$861.15
Paid: \$861.15
Unpaid: \$0.00

Affects: Lot 44

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SCHEDULE B
 (continued)

75. General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2015
 Tax Account No.: 280617-004-011-00
 Levy Code: 03665
 Assessed Value-Land: \$102,000.00
 Assessed Value-Improvements: \$0.00

General and Special Taxes:
 Billed: \$858.95
 Paid: \$858.95
 Unpaid: \$0.00

Affects: Lot 45

76. General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2015
 Tax Account No.: 280620-001-001-00
 Levy Code: 03665
 Assessed Value-Land: \$203,200.00
 Assessed Value-Improvements: \$0.00

General and Special Taxes:
 Billed: \$1,706.89
 Paid: \$1,706.89
 Unpaid: \$0.00

Affects: Lot 46

77. General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2015
 Tax Account No.: 280620-001-002-00
 Levy Code: 03665
 Assessed Value-Land: \$101,300.00
 Assessed Value-Improvements: \$0.00

General and Special Taxes:
 Billed: \$852.72
 Paid: \$852.72
 Unpaid: \$0.00

Affects: Lot 47

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SCHEDULE B
(continued)

78. General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2015
 Tax Account No.: 280620-001-006-00
 Levy Code: 03665
 Assessed Value-Land: \$101,000.00
 Assessed Value-Improvements: \$0.00

General and Special Taxes:
 Billed: \$849.65
 Paid: \$849.65
 Unpaid: \$0.00

Affects: Lot 48

79. General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2014
 Tax Account No.: 280620-002-001-00
 Levy Code: 03665
 Assessed Value-Land: \$24,500.00
 Assessed Value-Improvements: \$0.00

General and Special Taxes:
 Billed: \$208.04
 Paid: \$208.04
 Unpaid: \$0.00

Affects: Lot 49

80. General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2015
 Tax Account No.: 280620-002-013-00
 Levy Code: 03665
 Assessed Value-Land: \$24,600.00
 Assessed Value-Improvements: \$0.00

General and Special Taxes:
 Billed: \$208.36
 Paid: \$208.36
 Unpaid: \$0.00

Affects: Lot 50

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SCHEDULE B
 (continued)

81. General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2015
 Tax Account No.: 280620-002-014-00
 Levy Code: 03665
 Assessed Value-Land: \$24,600.00
 Assessed Value-Improvements: \$0.00

General and Special Taxes:
 Billed: \$208.68
 Paid: \$208.68
 Unpaid: \$0.00

Affects: Lot 51

82. General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2015
 Tax Account No.: 280620-002-015-00
 Levy Code: 03665
 Assessed Value-Land: \$24,600.00
 Assessed Value-Improvements: \$0.00

General and Special Taxes:
 Billed: \$208.68
 Paid: \$208.68
 Unpaid: \$0.00

Affects: Lot 52

83. General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2015
 Tax Account No.: 280620-002-016-00
 Levy Code: 03665
 Assessed Value-Land: \$24,600.00
 Assessed Value-Improvements: \$0.00

General and Special Taxes:
 Billed: \$208.68
 Paid: \$208.68
 Unpaid: \$0.00

Affects: Lot 53

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SCHEDULE B
 (continued)

84. General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2015
 Tax Account No.: 280620-002-017-00
 Levy Code: 03665
 Assessed Value-Land: \$24,600.00
 Assessed Value-Improvements: \$0.00

General and Special Taxes:
 Billed: \$208.68
 Paid: \$208.68
 Unpaid: \$0.00

Affects: Lot 54

85. General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2015
 Tax Account No.: 280620-002-018-00
 Levy Code: 03665
 Assessed Value-Land: \$24,600.00
 Assessed Value-Improvements: \$0.00

General and Special Taxes:
 Billed: \$208.36
 Paid: \$208.36
 Unpaid: \$0.00

Affects: Lot 55

86. General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2015
 Tax Account No.: 280620-002-019-00
 Levy Code: 03665
 Assessed Value-Land: \$24,500.00
 Assessed Value-Improvements: \$0.00

General and Special Taxes:
 Billed: \$208.04
 Paid: \$208.04
 Unpaid: \$0.00

Affects: Lot 56

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SCHEDULE B
 (continued)

87. General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2015
 Tax Account No.: 280620-001-004-00
 Levy Code: 03665
 Assessed Value-Land: \$200,800.00
 Assessed Value-Improvements: \$0.00

General and Special Taxes:
 Billed: \$1,687.29
 Paid: \$1,687.26
 Unpaid: \$0.00

Affects: Lot 57

88. General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2015
 Tax Account No.: 280620-001-003-00
 Levy Code: 03665
 Assessed Value-Land: \$100,200.00
 Assessed Value-Improvements: \$0.00

General and Special Taxes:
 Billed: \$842.80
 Paid: \$842.80
 Unpaid: \$0.00

Affects: Lot 58

89. General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2015
 Tax Account No.: 280620-001-007-00
 Levy Code: 03665
 Assessed Value-Land: \$100,100.00
 Assessed Value-Improvements: \$0.00

General and Special Taxes:
 Billed: \$842.17
 Paid: \$842.17
 Unpaid: \$0.00

Affects: Lot 59

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SCHEDULE B
(continued)

90. General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2015
 Tax Account No.: 280620-002-010-00
 Levy Code: 03665
 Assessed Value-Land: \$50,200.00
 Assessed Value-Improvements: \$0.00

General and Special Taxes:
 Billed: \$423.35
 Paid: \$423.35
 Unpaid: \$0.00

Affects: Lot 60

91. General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2015
 Tax Account No.: 280620-002-011-00
 Levy Code: 03665
 Assessed Value-Land: \$50,200.00
 Assessed Value-Improvements: \$0.00

General and Special Taxes:
 Billed: \$423.35
 Paid: \$423.35
 Unpaid: \$0.00

Affects: Lot 61

92. General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2015
 Tax Account No.: 280620-002-020-00
 Levy Code: 03665
 Assessed Value-Land: \$46,900.00
 Assessed Value-Improvements: \$0.00

General and Special Taxes:
 Billed: \$396.60
 Paid: \$396.60
 Unpaid: \$0.00

Affects: Lot 62

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SCHEDULE B
(continued)

93. General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2015
Tax Account No.: 280620-002-021-00
Levy Code: 03665
Assessed Value-Land: \$47,600.00
Assessed Value-Improvements: \$0.00

General and Special Taxes:
Billed: \$402.83
Paid: \$402.03
Unpaid: \$0.00

Affects: Lot 63

94. General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2015
Tax Account No.: 280620-003-014-00
Levy Code: 03665
Assessed Value-Land: \$34,300.00
Assessed Value-Improvements: \$0.00

General and Special Taxes:
Billed: \$783.76
Paid: \$783.76
Unpaid: \$0.00

Affects: Portion of Lot 64

95. General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2015
Tax Account No.: 280620-002-027-00
Levy Code: 03665
Assessed Value-Land: \$900.00
Assessed Value-Improvements: \$0.00

General and Special Taxes:
Billed: \$8.02
Paid: \$8.02
Unpaid: \$0.00

Affects: remainder of Lot 64

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SCHEDULE B
(continued)

96. General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2015
 Tax Account No.: 280620-003-013-00
 Levy Code: 03665
 Assessed Value-Land: \$4,600.00
 Assessed Value-Improvements: \$0.00

General and Special Taxes:
 Billed: \$177.69
 Paid: \$177.69
 Unpaid: \$0.00

Affects: Lot 65

97. General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2015
 Tax Account No.: 280620-002-026-00
 Levy Code: 03665
 Assessed Value-Land: \$24,700.00
 Assessed Value-Improvements: \$0.00

General and Special Taxes:
 Billed: \$210.49
 Paid: \$210.49
 Unpaid: \$0.00

Affects: Lot 66

98. General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2015
 Tax Account No.: 280620-002-008-00
 Levy Code: 03665
 Assessed Value-Land: \$24,700.00
 Assessed Value-Improvements: \$0.00

General and Special Taxes:
 Billed: \$210.49
 Paid: \$210.49
 Unpaid: \$0.00

Affects: Lot 67

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SCHEDULE B
(continued)

99. General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2015
Tax Account No.: 280620-002-007-00
Levy Code: 03665
Assessed Value-Land: \$24,700.00
Assessed Value-Improvements: \$0.00

General and Special Taxes:
Billed: \$210.49
Paid: \$210.49
Unpaid: \$0.00

Affects: Lot 68

100. General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2015
Tax Account No.: 280620-002-006-00
Levy Code: 03665
Assessed Value-Land: \$24,700.00
Assessed Value-Improvements: \$0.00

General and Special Taxes:
Billed: \$210.49
Paid: \$210.49
Unpaid: \$0.00

Affects: Lot 69

101. General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2015
Tax Account No.: 280620-002-005-00
Levy Code: 03665
Assessed Value-Land: \$24,700.00
Assessed Value-Improvements: \$0.00

General and Special Taxes:
Billed: \$210.49
Paid: \$210.49
Unpaid: \$0.00

Affects: Lot 70

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SCHEDULE B
 (continued)

102. General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2015
 Tax Account No.: 280620-002-004-00
 Levy Code: 03665
 Assessed Value-Land: \$24,700.00
 Assessed Value-Improvements: \$0.00

General and Special Taxes:
 Billed: \$210.81
 Paid: \$210.81
 Unpaid: \$0.00

Affects: Lot 71

103. General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2015
 Tax Account No.: 280620-002-022-00
 Levy Code: 03665
 Assessed Value-Land: \$24,700.00
 Assessed Value-Improvements: \$0.00

General and Special Taxes:
 Billed: \$210.81
 Paid: \$210.81
 Unpaid: \$0.00

Affects: Lot 72

104. General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2015
 Tax Account No.: 280620-002-023-00
 Levy Code: 03665
 Assessed Value-Land: \$24,700.00
 Assessed Value-Improvements: \$0.00

General and Special Taxes:
 Billed: \$210.81
 Paid: \$210.81
 Unpaid: \$0.00

Affects: Lot 73

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SCHEDULE B
(continued)

105. General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2015
 Tax Account No.: 280620-002-024-00
 Levy Code: 03665
 Assessed Value-Land: \$24,700.00
 Assessed Value-Improvements: \$0.00

General and Special Taxes:
 Billed: \$210.81
 Paid: \$210.81
 Unpaid: \$0.00

Affects: Lot 74

106. General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2015
 Tax Account No.: 280620-002-025-00
 Levy Code: 03665
 Assessed Value-Land: \$19,900.00
 Assessed Value-Improvements: \$0.00

General and Special Taxes:
 Billed: \$169.80
 Paid: \$169.80
 Unpaid: \$0.00

Affects: Lot 75

107. General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2015
 Tax Account No.: 280619-001-022-00
 Levy Code: 03665
 Assessed Value-Land: \$42,200.00
 Assessed Value-Improvements: \$0.00

General and Special Taxes:
 Billed: \$356.85
 Paid: \$356.85
 Unpaid: \$0.00

Affects: Lot 76

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SCHEDULE B
 (continued)

108. General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2015
 Tax Account No.: 280619-001-007-00
 Levy Code: 03665
 Assessed Value-Land: \$25,800.00
 Assessed Value-Improvements: \$0.00

General and Special Taxes:
 Billed: \$219.22
 Paid: \$219.22
 Unpaid: \$0.00

Affects: Lot 77

109. General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2015
 Tax Account No.: 280619-001-020-00
 Levy Code: 03665
 Assessed Value-Land: \$34,700.00
 Assessed Value-Improvements: \$0.00

General and Special Taxes:
 Billed: \$294.38
 Paid: \$294.38
 Unpaid: \$0.00

Affects: Lot 78

110. Liability, if any, for personal property taxes pursuant to RCW 84.56.070 wherein no sale can be made without prepayment of said tax, including advance tax. For further information, please call the Snohomish County Treasurer's Office at (425)388-3307.

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SCHEDULE B
(continued)

111. A mortgage to secure an indebtedness as shown below

Amount: \$905,000.00
 Dated: August 12, 1991
 Mortgagor: French Slough Farms, a partnership composed of Dale G. Bartelheimer and Alan R. Bartelheimer; Bartelheimer Brothers, Inc.; Dale G. Bartelheimer, same person as Dale Bartelheimer and Lillian J. Bartelheimer, same person as Lillian Bartelheimer, husband and wife ; Alan R. Bartelheimer, same person as Alan Bartelheimer, and Teresa M. Bartelheimer, same person as Teresa Bartelheimer, husband and wife
 Mortgagee: Northwest Farm Credit Services, ACA
 Loan No.: 32872 441
 Recording Date: August 28, 1991
 Recording No.: 9108280471

Affects: Lots 29,30, 40-48, 57-63

An assignment of the mortgagee's interest thereunder which names:

Assignee: Northwest Farm Credit Services, FLCA
 Loan No.: 32872-441
 Recording Date: February 15, 2000
 Recording No.: 200002150054

112. A mortgage to secure an indebtedness as shown below

Amount: \$150,000.00
 Dated: March 1, 2000
 Mortgagor: French Slough Partnership comprised of Dale G. Bartelheimer individually and as his marital community with Lillian J. Bartelheimer, his wife, Ryan S. Bartelheimer, Jason D. Bartelheimer, Lynette K. Zwar, Kurt A. Bartelheimer and Jason D. Bartelheimer and Ryan S. Bartelheimer as Co-Trustees of the Trust established for the Benefit of Katie Regina Bartelheimer
 Mortgagee: Alan R. Bartelheimer. a single man
 Recorded: March 23, 2000
 Recording No.: 200003230504

An agreement to modify the terms and provisions of said mortgage as therein provided

Recording Date: June 24, 2009
 Recording No.: 200906240028

113. A mortgage to secure an indebtedness as shown below

Amount: \$470,000.00
 Dated: June 30, 2008
 Mortgagor: Dale G. Bartelheimer and Lillian J. Bartelheimer, husband and wife
 Mortgagee: Farm Credit Services-Burlington
 Recording Date: July 24, 2008
 Recording No.: 200807240576

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SCHEDULE B
(continued)

Affects: Lots 34-37, 39, 49-53, 66-78 and includes other property

114. An unrecorded lease with certain terms, covenants, conditions and provisions set forth therein as disclosed by the document

Entitled: Notice of Lease
Lessor: R.E. Bartelheimer, Elinor Bartelheimer, Wayne Bartelheimer, Alan R. Bartelheimer, Dale Bartelheimer,
Lessee: Robert Ramaley
Recording Date: November 17, 1970
Recording No.: 2173210

115. An unrecorded lease with certain terms, covenants, conditions and provisions set forth therein as disclosed by the document

Entitled: Memorandum of Dairy Farm Facilities Lease Agreement
Lessor: French Slough Farms, LLC and Dale & Lillian Bartelheimer
Lessee: Sno Valley Milk, LLC
Recording Date: December 29, 2010
Recording No.: 201012290090

116. A right of first refusal to purchase said Land with certain terms, covenants, conditions and provisions as set forth in the document

Executed by: French Slough Farms, LLC and Dale & Lillian Bartelheimer and Sno Valley Milk, LLC
Disclosed by: Memorandum of Dairy Farm Facilities Lease Agreement with First Right of Refusal
Recording Date: December 29, 2010
Recording No.: 201012290090

117. Any unrecorded leaseholds, right of vendors and holders of security interests on personal property installed upon the Land and rights of tenants to remove trade fixtures at the expiration of the terms.

118. The interest, if any, of the grantors in the Mortgage referenced below. At the date of said Mortgage the parties had no apparent record interest in said Land, nor have they subsequently acquired a record interest.

Grantors: French Slough Partnership, Ryan S. Bartelheimer, Jason D. Bartelheimer, Lynette K. Zwar, Kurt A. Bartelheimer, Jason D. Bartelheimer and Ryan S. Bartelheimer, as co-trustees of the trust established for the benefit of Katie Regina Bartelheimer
Recording Date: March 23, 2000
Recording No.: 200003230504

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SCHEDULE B
(continued)

119. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below.

Limited Liability Company: French Slough Farms, LLC

- a. A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member.
- b. If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendment thereto with the appropriate filing stamps.
- c. If the Limited Liability Company is member-managed a full and complete current list of members certified by the appropriate manager or member.
- d. If the Limited Liability Company was formed in a foreign jurisdiction, evidence, satisfactory to the Company that it was validly formed, is in good standing and authorized to do business in the state of origin.
- e. If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

120. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below.

Limited Liability Company: Sno Valley Milk, LLC

- a. A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member.
- b. If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendment thereto with the appropriate filing stamps.
- c. If the Limited Liability Company is member-managed a full and complete current list of members certified by the appropriate manager or member.
- d. If the Limited Liability Company was formed in a foreign jurisdiction, evidence, satisfactory to the Company that it was validly formed, is in good standing and authorized to do business in the state of origin.
- e. If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

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SCHEDULE B
(continued)

121. To provide an extended coverage lender's policy, general exceptions B and C are hereby eliminated. General exceptions A and D have not been cleared.

In consideration of clearing paragraphs A and D of Schedule B, please have the borrower/owner complete the enclosed affidavit and return to our office for review.

END OF EXCEPTIONS**NOTES**

The following matters will not be listed as Special Exceptions in Schedule B of the policy. There will be no coverage for loss arising by reason of the matters listed below because these matters are either excepted or excluded from coverage or are not matters covered under the insuring provisions of the policy.

Note A: Your application for title insurance was placed by reference to only a street address or tax identification number. Based on our records, we believe that the legal description in this report covers the parcel(s) of Land that you requested. If the legal description is incorrect, the seller/borrower must notify the Company and/or the settlement company in order to prevent errors and to be certain that the correct parcel(s) of Land will appear on any documents to be recorded in connection with this transaction and on the policy of title insurance.

Note B: Note: There are NO conveyances affecting said Land recorded within 36 months of the date of this report.

Note C: Note: Examination of the Public Records discloses no judgments or other matters pending against the name(s) of the proposed insured which would appear as exceptions in the policy.

Note D: Note: FOR INFORMATIONAL PURPOSES ONLY:

The following may be used as an abbreviated legal description on the documents to be recorded, per Amended RCW 65.04.045. Said abbreviated legal description is not a substitute for a complete legal description within the body of the document:

portions of Sections 17, 19 and 20, Township 28 North, Range 6 East W.M.

Note E: Note: Any map furnished with this Commitment is for convenience in locating the land indicated herein with reference to streets and other land. No liability is assumed by reason of reliance thereon.

Note F: Note : Effective October 1, 2014 Chicago Title Company offices in Washington are charging actual recording fees. A fee schedule for Snohomish County is available at <http://www.snohomishcountywa.gov/documentcenter/view/466>

END OF NOTES**END OF SCHEDULE B**

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CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org>.*

END OF CONDITIONS

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RECORDING REQUIREMENTS

Effective January 1, 1997, document format and content requirements have been imposed by Washington Law. Failure to comply with the following requirements may result in rejection of the document by the county recorder or imposition of a \$50.00 surcharge.

First page or cover sheet:

3" top margin containing nothing except the return address.

1" side and bottom margins containing no markings or seals.

Title(s) of documents.

Recording no. of any assigned, released or referenced document(s).

Grantors names (and page no. where additional names can be found).

Grantees names (and page no. where additional names can be found).

Abbreviated legal description (Lot, Block, Plat Name or Section, Township, Range and Quarter, Quarter Section for unplatted). Said abbreviated legal description is not a substitute for a complete legal description which must also appear in the body of the document.

Assessor's tax parcel number(s).

Return address (in top 3" margin).

**A cover sheet can be attached containing the above format and data if the first page does not contain all required data.

Additional Pages:

1" top, side and bottom margins containing no markings or seals.

All Pages:

No stapled or taped attachments. Each attachment must be a separate page. All notary and other pressure seals must be smudged for visibility. Font size of 8 points or larger.

**FIDELITY NATIONAL FINANCIAL
PRIVACY NOTICE
Effective: January 6, 2015**

Order No.: 500024798-

Fidelity National Financial, Inc. and its majority-owned subsidiary companies providing real estate- and loan-related services (collectively, "FNF", "our" or "we") respect and are committed to protecting your privacy. This Privacy Notice lets you know how and for what purposes your Personal Information (as defined herein) is being collected, processed and used by FNF. We pledge that we will take reasonable steps to ensure that your Personal Information will only be used in ways that are in compliance with this Privacy Notice. The provision of this Privacy Notice to you does not create any express or implied relationship, or create any express or implied duty or other obligation, between Fidelity National Financial, Inc. and you. See also **No Representations or Warranties** below.

This Privacy Notice is only in effect for any generic information and Personal Information collected and/or owned by FNF, including collection through any FNF website and any online features, services and/or programs offered by FNF (collectively, the "Website"). This Privacy Notice is not applicable to any other web pages, mobile applications, social media sites, email lists, generic information or Personal Information collected and/or owned by any entity other than FNF.

How Information is Collected

The types of personal information FNF collects may include, among other things (collectively, "Personal Information"): (1) contact information (e.g., name, address, phone number, email address); (2) demographic information (e.g., date of birth, gender marital status); (3) Internet protocol (or IP) address or device ID/UDID; (4) social security number (SSN), student ID (SIN), driver's license, passport, and other government ID numbers; (5) financial account information; and (6) information related to offenses or criminal convictions.

In the course of our business, we may collect Personal Information about you from the following sources:

- Applications or other forms we receive from you or your authorized representative;
- Information we receive from you through the Website;
- Information about your transactions with or services performed by us, our affiliates, or others; and
- From consumer or other reporting agencies and public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others.

Additional Ways Information is Collected Through the Website

Browser Log Files. Our servers automatically log each visitor to the Website and collect and record certain information about each visitor. This information may include IP address, browser language, browser type, operating system, domain names, browsing history (including time spent at a domain, time and date of your visit), referring/exit web pages and URLs, and number of clicks. The domain name and IP address reveal nothing personal about the user other than the IP address from which the user has accessed the Website.

Cookies. From time to time, FNF or other third parties may send a "cookie" to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive and that can be re-sent to the serving website on subsequent visits. A cookie, by itself, cannot read other data from your hard disk or read other cookie files already on your computer. A cookie, by itself, does not damage your system. We, our advertisers and other third parties may use cookies to identify and keep track of, among other things, those areas of the Website and third party websites that you have visited in the past in order to enhance your next visit to the Website. You can choose whether or not to accept cookies by changing the settings of your Internet browser, but some functionality of the Website may be impaired or not function as intended. See the Third Party Opt Out section below.

Web Beacons. Some of our web pages and electronic communications may contain images, which may or may not be visible to you, known as Web Beacons (sometimes referred to as "clear gifs"). Web Beacons collect only limited information that includes a cookie number; time and date of a page view; and a description of the page on which the Web Beacon resides. We may also carry Web Beacons placed by third party advertisers. These Web Beacons do not carry any Personal Information and are only used to track usage of the Website and activities associated with the Website. See the Third Party Opt Out section below.

Unique Identifier. We may assign you a unique internal identifier to help keep track of your future visits. We may use this information to gather aggregate demographic information about our visitors, and we may use it to personalize the information you see on the Website and some of the electronic communications you receive from us. We keep this information for our internal use, and this information is not shared with others.

Third Party Opt Out. Although we do not presently, in the future we may allow third-party companies to serve advertisements and/or collect certain anonymous information when you visit the Website. These companies may use non-personally identifiable information (e.g., click stream information, browser type, time and date, subject of advertisements clicked or scrolled over) during your visits to the Website in order to provide advertisements about products and services likely to be of greater interest to you. These companies typically use a cookie or third party Web Beacon to collect this information, as further described above. Through these technologies, the third party may have access to and use non-personalized information about your online usage activity.

You can opt-out of online behavioral services through any one of the ways described below. After you opt-out, you may continue to receive advertisements, but those advertisements will no longer be as relevant to you.

- You can opt-out via the Network Advertising Initiative industry opt-out at <http://www.networkadvertising.org/>.
- You can opt-out via the Consumer Choice Page at www.aboutads.info.
- For those in the U.K., you can opt-out via the IAB UK's industry opt-out at www.youronlinechoices.com.
- You can configure your web browser (Chrome, Firefox, Internet Explorer, Safari, etc.) to delete and/or control the use of cookies.

More information can be found in the Help system of your browser. Note: If you opt-out as described above, you should not delete your cookies. If you delete your cookies, you will need to opt-out again.

PRIVACY NOTICE (continued)

Use of Personal Information

Information collected by FNF is used for three main purposes:

- To provide products and services to you or one or more third party service providers (collectively, "Third Parties") who are obtaining services on your behalf or in connection with a transaction involving you.
- To improve our products and services that we perform for you or for Third Parties.
- To communicate with you and to inform you about FNF's, FNF's affiliates and third parties' products and services.

When Information Is Disclosed By FNF

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following:

- To agents, brokers, representatives, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third-party contractors or service providers who provide services or perform marketing services or other functions on our behalf;
- To law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders; and/or
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

In addition to the other times when we might disclose information about you, we might also disclose information when required by law or in the good-faith belief that such disclosure is necessary to: (1) comply with a legal process or applicable laws; (2) enforce this Privacy Notice; (3) respond to claims that any materials, documents, images, graphics, logos, designs, audio, video and any other information provided by you violates the rights of third parties; or (4) protect the rights, property or personal safety of FNF, its users or the public.

We maintain reasonable safeguards to keep the Personal Information that is disclosed to us secure. We provide Personal Information and non-Personal Information to our subsidiaries, affiliated companies, and other businesses or persons for the purposes of processing such information on our behalf and promoting the services of our trusted business partners, some or all of which may store your information on servers outside of the United States. We require that these parties agree to process such information in compliance with our Privacy Notice or in a similar, industry-standard manner, and we use reasonable efforts to limit their use of such information and to use other appropriate confidentiality and security measures. The use of your information by one of our trusted business partners may be subject to that party's own Privacy Notice. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

We also reserve the right to disclose Personal Information and/or non-Personal Information to take precautions against liability, investigate and defend against any third-party claims or allegations, assist government enforcement agencies, protect the security or integrity of the Website, and protect the rights, property, or personal safety of FNF, our users or others.

We reserve the right to transfer your Personal Information, as well as any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets. We also cannot make any representations regarding the use or transfer of your Personal Information or other information that we may have in the event of our bankruptcy, reorganization, insolvency, receivership or an assignment for the benefit of creditors, and you expressly agree and consent to the use and/or transfer of your Personal Information or other information in connection with a sale or transfer of some or all of our assets in any of the above described proceedings. Furthermore, we cannot and will not be responsible for any breach of security by any third parties or for any actions of any third parties that receive any of the information that is disclosed to us.

Information From Children

We do not collect Personal Information from any person that we know to be under the age of thirteen (13). Specifically, the Website is not intended or designed to attract children under the age of thirteen (13). You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Privacy Notice, and to abide by and comply with this Privacy Notice. In any case, you affirm that you are over the age of 13, as **THE WEBSITE IS NOT INTENDED FOR CHILDREN UNDER 13 THAT ARE UNACCOMPANIED BY HIS OR HER PARENT OR LEGAL GUARDIAN.**

Parents should be aware that FNF's Privacy Notice will govern our use of Personal Information, but also that information that is voluntarily given by children - or others - in email exchanges, bulletin boards or the like may be used by other parties to generate unsolicited communications. FNF encourages all parents to instruct their children in the safe and responsible use of their Personal Information while using the Internet.

Privacy Outside the Website

The Website may contain various links to other websites, including links to various third party service providers. FNF is not and cannot be responsible for the privacy practices or the content of any of those other websites. Other than under agreements with certain reputable organizations and companies, and except for third party service providers whose services either we use or you voluntarily elect to utilize, we do not share any of the Personal Information that you provide to us with any of the websites to which the Website links, although we may share aggregate, non-Personal Information with those other third parties. Please check with those websites in order to determine their privacy policies and your rights under them.

European Union Users

If you are a citizen of the European Union, please note that we may transfer your Personal Information outside the European Union for use for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information, you consent to both our collection and such transfer of your Personal Information in accordance with this Privacy Notice.

PRIVACY NOTICE (continued)

Choices With Your Personal Information

Whether you submit Personal Information to FNF is entirely up to you. You may decide not to submit Personal Information, in which case FNF may not be able to provide certain services or products to you.

You may choose to prevent FNF from disclosing or using your Personal Information under certain circumstances ("opt out"). You may opt out of any disclosure or use of your Personal Information for purposes that are incompatible with the purpose(s) for which it was originally collected or for which you subsequently gave authorization by notifying us by one of the methods at the end of this Privacy Notice. Furthermore, even where your Personal Information is to be disclosed and used in accordance with the stated purposes in this Privacy Notice, you may elect to opt out of such disclosure to and use by a third party that is not acting as an agent of FNF. As described above, there are some uses from which you cannot opt-out.

Please note that opting out of the disclosure and use of your Personal Information as a prospective employee may prevent you from being hired as an employee by FNF to the extent that provision of your Personal Information is required to apply for an open position.

If FNF collects Personal Information from you, such information will not be disclosed or used by FNF for purposes that are incompatible with the purpose(s) for which it was originally collected or for which you subsequently gave authorization unless you affirmatively consent to such disclosure and use.

You may opt out of online behavioral advertising by following the instructions set forth above under the above section "Additional Ways That Information Is Collected Through the Website," subsection "Third Party Opt Out."

Access and Correction

To access your Personal Information in the possession of FNF and correct inaccuracies of that information in our records, please contact us in the manner specified at the end of this Privacy Notice. We ask individuals to identify themselves and the information requested to be accessed and amended before processing such requests, and we may decline to process requests in limited circumstances as permitted by applicable privacy legislation.

Your California Privacy Rights

Under California's "Shine the Light" law, California residents who provide certain personally identifiable information in connection with obtaining products or services for personal, family or household use are entitled to request and obtain from us once a calendar year information about the customer information we shared, if any, with other businesses for their own direct marketing uses. If applicable, this information would include the categories of customer information and the names and addresses of those businesses with which we shared customer information for the immediately prior calendar year (e.g., requests made in 2015 will receive information regarding 2014 sharing activities).

To obtain this information on behalf of FNF, please send an email message to privacy@fnf.com with "Request for California Privacy Information" in the subject line and in the body of your message. We will provide the requested information to you at your email address in response.

Please be aware that not all information sharing is covered by the "Shine the Light" requirements and only information on covered sharing will be included in our response.

Additionally, because we may collect your Personal Information from time to time, California's Online Privacy Protection Act requires us to disclose how we respond to "do not track" requests and other similar mechanisms. Currently, our policy is that we do not recognize "do not track" requests from Internet browsers and similar devices.

No Representations or Warranties

By providing this Privacy Notice, Fidelity National Financial, Inc. does not make any representations or warranties whatsoever concerning any products or services provided to you by its majority-owned subsidiaries. In addition, you also expressly agree that your use of the Website is at your own risk. Any services provided to you by Fidelity National Financial, Inc. and/or the Website are provided "as is" and "as available" for your use, without representations or warranties of any kind, either express or implied, unless such warranties are legally incapable of exclusion. Fidelity National Financial, Inc. makes no representations or warranties that any services provided to you by it or the Website, or any services offered in connection with the Website are or will remain uninterrupted or error-free, that defects will be corrected, or that the web pages on or accessed through the Website, or the servers used in connection with the Website, are or will remain free from any viruses, worms, time bombs, drop dead devices, Trojan horses or other harmful components. Any liability of Fidelity National Financial, Inc. and your exclusive remedy with respect to the use of any product or service provided by Fidelity National Financial, Inc. including on or accessed through the Website, will be the re-performance of such service found to be inadequate.

Your Consent To This Privacy Notice

By submitting Personal Information to FNF, you consent to the collection and use of information by us as specified above or as we otherwise see fit, in compliance with this Privacy Notice, unless you inform us otherwise by means of the procedure identified below. If we decide to change this Privacy Notice, we will make an effort to post those changes on the Website. Each time we collect information from you following any amendment of this Privacy Notice will signify your assent to and acceptance of its revised terms for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you may submit in any manner that we may choose without notice or compensation to you.

If you have additional questions or comments, please let us know by sending your comments or requests to:

Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attn: Chief Privacy Officer
(888) 934-3354 privacy@fnf.com

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CHICAGO TITLE

COMPANY OF WASHINGTON

3002 Colby Ave., Suite 200
Everett, WA 98201
Phone: (425)259-8205 / Fax: (425)259-8243

Order No.: 500024798
Property: APN/Parcel ID: 280617-003-005-00

SELLER(S)	
French Slough Farms, LLC	
SELLER(S)	
Dale Bartelheimer and Lillian Bartelheimer	
BUYER/BORROWER(S)	
Sno Valley Milk, LLC	
LISTING AGENT	
none	
Phone:	
Fax:	
SELLING AGENT	
None	
Phone:	
Fax:	
ATTORNEY	
Kirk Shroyers	Main Contact: Kirk Shroyer
	Phone: (360)445-0127
	Email: kirk@shroyers.com
Phone:	Contact: Nicole Terpstra
Fax:	Email: nicole@terpstralawcom

**Thank You for specifying Chicago Title Company of Washington
Your transaction is important to us.**

5: "Willing Seller" letter



February 21, 2017

To: Ryan Bartelheimer
French Slough Farms, LLC
PO Box 577
Snohomish, WA 98291

From: Rebecca Sadinsky
Executive Director

RE: Bartelheimer Farm Conservation Easement (566 acres), Letter of Intent

PCC Farmland Trust conserves threatened farmland in Washington State for sustainable farming by future generations. This letter serves as notice of our interest in purchasing a conservation easement on your property, though this is not an offer or binding. Rather, our intent here is to establish that the 566 acres currently used as farmland in Snohomish, including the farm infrastructure, is a priority next project for the PCC Farmland Trust. Your property has many attributes that make it ideal for preservation in perpetuity.

Our intent is evident in various activities underway, including active applications for funding to the county and federal government.

If successful in gaining public funding, we begin a possibly multiyear process including title search and review, appraisal, environmental review and other due diligence steps.

In short, we are motivated but a unique prospective buyer. I recognize that our schedule and process requires patience and contribution of effort on your part as seller and thank you for your continued willingness to work with us, hoping that we can proceed with a deal.

The above terms and conditions are merely intended to be a summary of the potential terms and conditions of the transaction contemplated by this letter. They are non-binding. These and other terms and conditions are subject to negotiation. Unless and until the parties execute definitive documents, neither party has a legal obligation to the other with respect to the transaction contemplated by this letter.

Having said all that, we are excited about this opportunity, and look forward to working with you.



Sincerely,

PCC FARMLAND TRUST
a Washington non-profit corporation

By:
Printed Name: Rebecca Sadinsky
Its: Executive Director

Upon acceptance, please print, sign and mail a copy of this letter to PCC Farmland Trust at the address listed below:

*PCC Farmland Trust
c/o Robin Fay
1402 3rd Avenue, #709
Seattle, WA 98101*

Owner acknowledges and accepts the terms and conditions of this letter

Owners: French Slough Farms, LLC

and

Dale & Lillian Bartelheimer

By: 

Printed Name: Ryan Bartelheimer

Its: Representative

Date: February 27, 2017



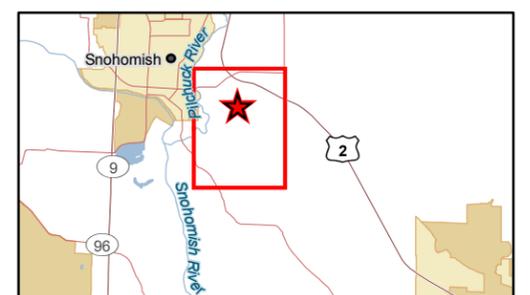
French Slough Farm

Parcel Map with ID Numbers



Snohomish County
12224 92nd Street SE
Snohomish, Washington 98

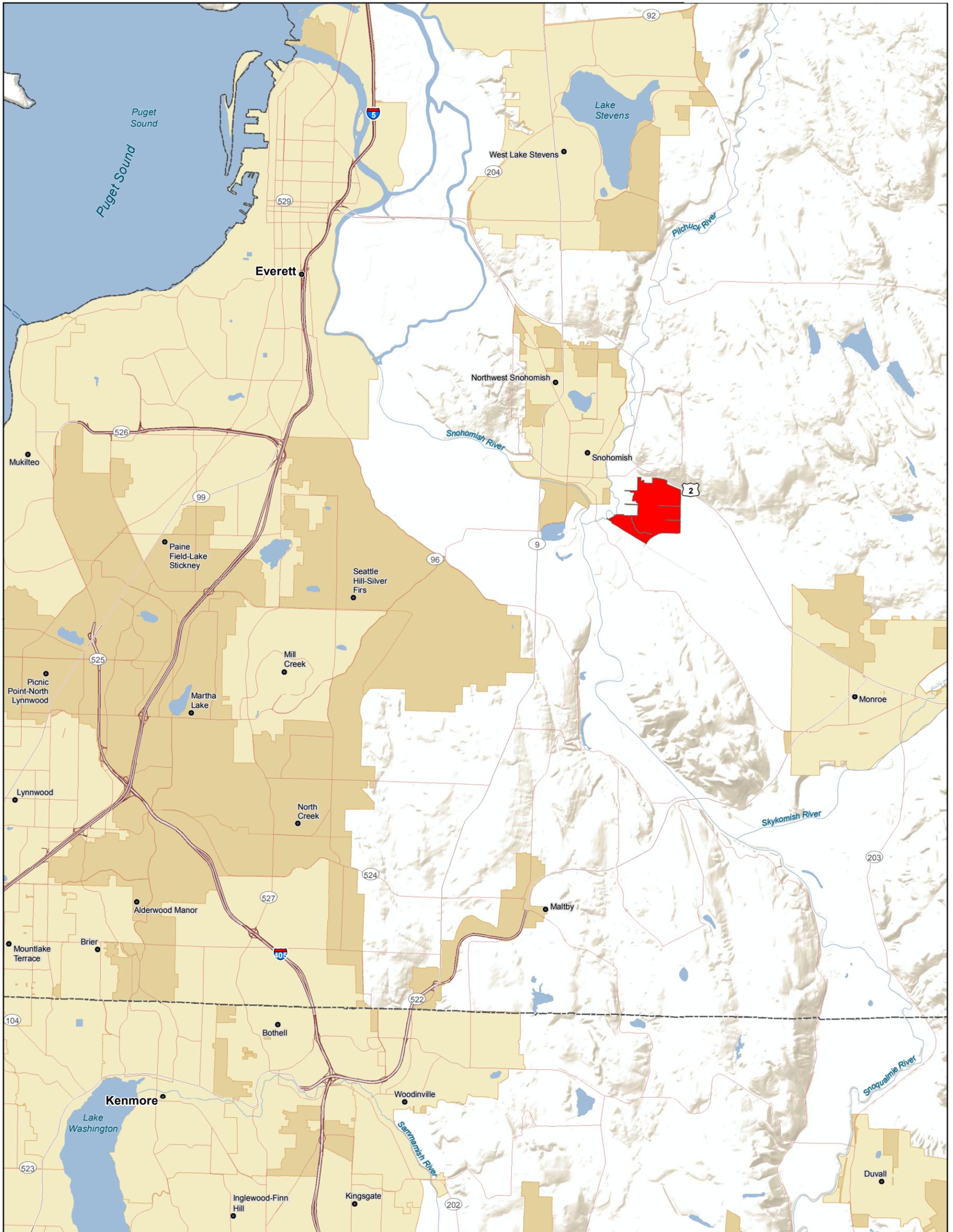
0 285 570 1,140 Feet



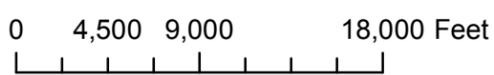
This map is not a survey and must not be construed as one. The information imparted with this map is meant to assist the PCC Farmland Trust in their efforts to clearly depict property boundaries. Property boundaries, while approximate, were established using the best available information which may include: surveys, tax maps and field mapping using G.P.S. and/or orthophotos.

French Slough Farm

Site Location Map



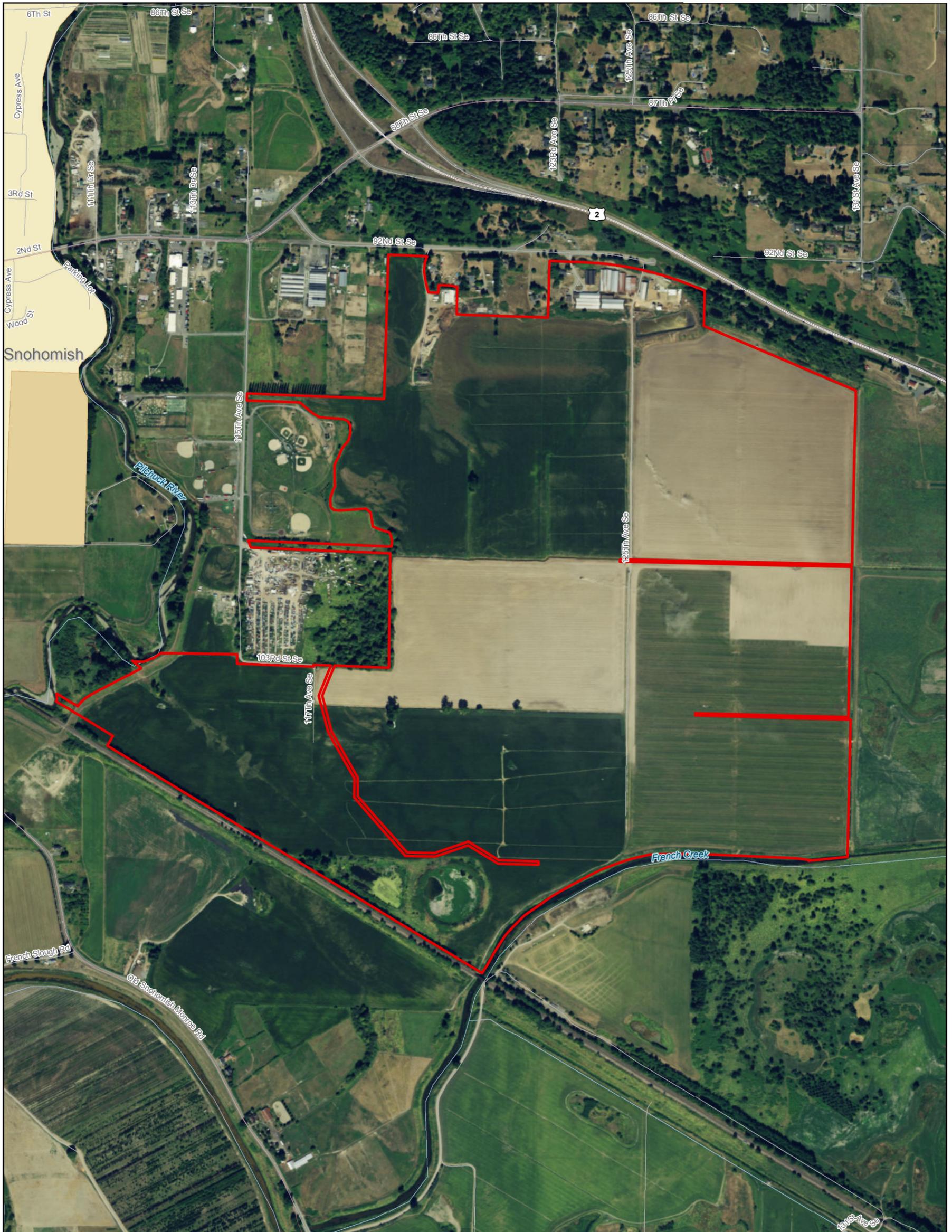
Snohomish County
12224 92nd Street SE
Snohomish, Washington 98290



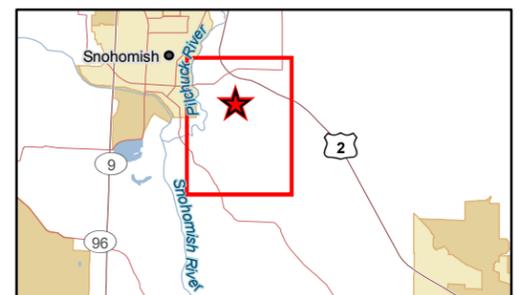
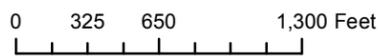
This map is not a survey and must not be construed as one. The information imparted with this map is meant to assist the PCC Farmland Trust in their efforts to clearly depict property boundaries. Property boundaries, while approximate, were established using the best available information which may include: surveys, tax maps and field mapping using G.P.S. and/or orthophotos.

French Slough Farm

Aerial Property Map



Snohomish County
12224 92nd Street SE
Snohomish, Washington 98



This map is not a survey and must not be construed as one. The information imparted with this map is meant to assist the PCC Farmland Trust in their efforts to clearly depict property boundaries. Property boundaries, while approximate, were established using the best available information which may include: surveys, tax maps and field mapping using G.P.S. and/or orthophotos.

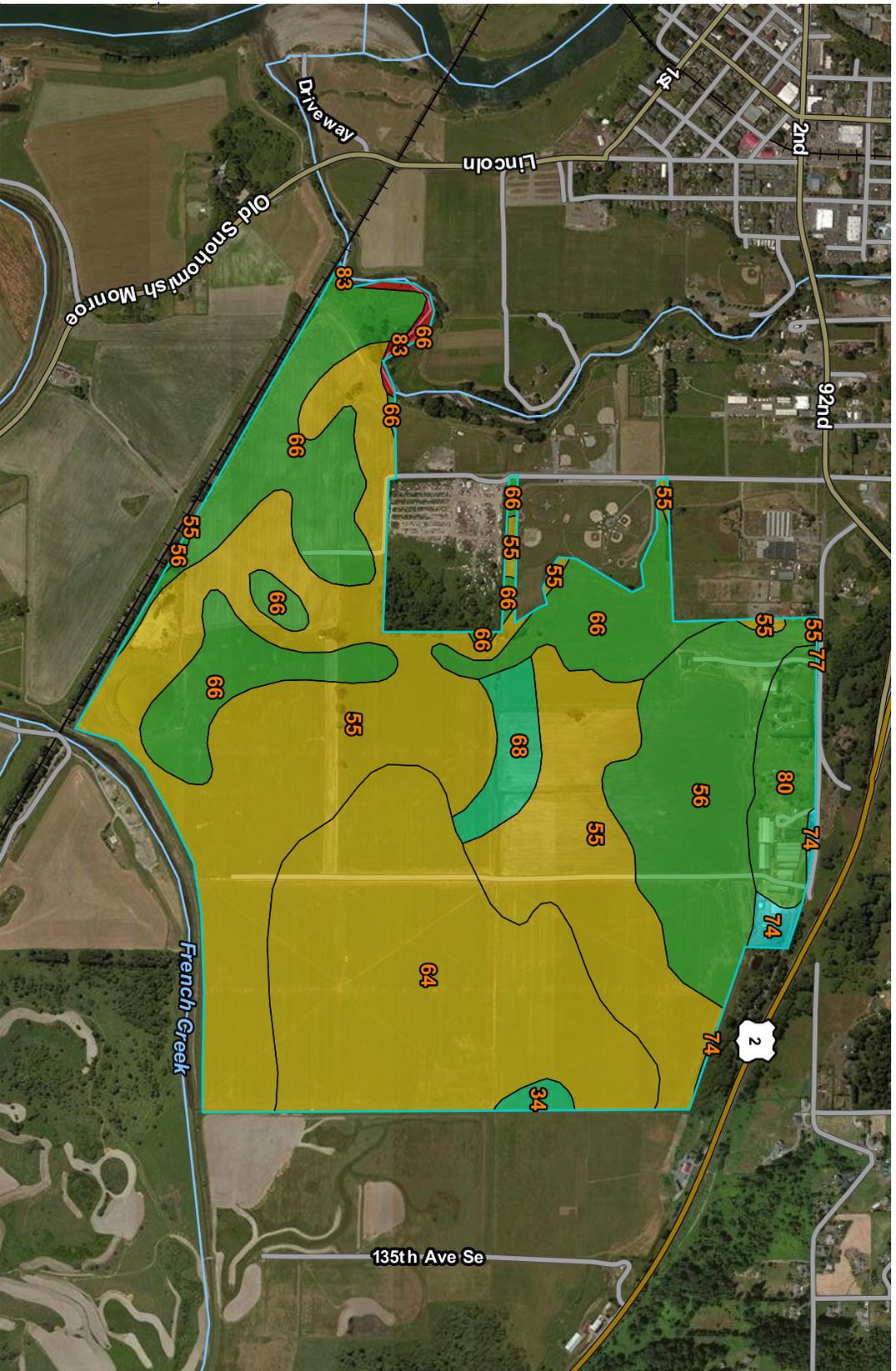
Farmland Classification—Snohomish County Area, Washington
(French Slough Farm, Snohomish, WA)

47° 54' 53" N

122° 5' 33" W

122° 2' 46" W

47° 54' 53" N



47° 53' 40" N

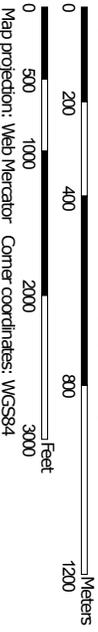
122° 5' 33" W

122° 2' 46" W

47° 53' 40" N



Map Scale: 1:15,900 if printed on A landscape (11" x 8.5") sheet.



Map projection: Web Mercator Corner coordinates: WGS84

MAP LEGEND

	Area of Interest (AOI)		Prime farmland if subsolled, completely removing the root inhibiting soil layer		Prime farmland if irrigated and reclaimed of excess salts and sodium		Prime farmland if irrigated and drained
	Area of Interest (AOI)		Prime farmland if irrigated and the product of I (soil erodibility) x C (climate factor) does not exceed 60		Farmland of statewide importance		Prime farmland if irrigated and either protected from flooding or not frequently flooded during the growing season
Soil Rating Polygons			Not prime farmland		Farmland of local importance		Prime farmland if irrigated and either protected from flooding or not frequently flooded during the growing season
	All areas are prime farmland		Prime farmland if irrigated and reclaimed of excess salts and sodium		Farmland of unique importance		Prime farmland if subsolled, completely removing the root inhibiting soil layer
	Prime farmland if drained		Prime farmland if irrigated and the product of I (soil erodibility) x C (climate factor) does not exceed 60		Not rated or not available		Prime farmland if irrigated and the product of I (soil erodibility) x C (climate factor) does not exceed 60
	Prime farmland if protected from flooding or not frequently flooded during the growing season		Prime farmland if irrigated and reclaimed of excess salts and sodium		Not rated or not available		Prime farmland if irrigated and the product of I (soil erodibility) x C (climate factor) does not exceed 60
	Prime farmland if not frequently flooded during the growing season		Farmland of statewide importance		Not prime farmland		Prime farmland if irrigated and either protected from flooding or not frequently flooded during the growing season
	Prime farmland if irrigated		Farmland of local importance		All areas are prime farmland		Prime farmland if irrigated and either protected from flooding or not frequently flooded during the growing season
	Prime farmland if either protected from flooding or not frequently flooded during the growing season		Farmland of unique importance		Prime farmland if irrigated and the product of I (soil erodibility) x C (climate factor) does not exceed 60		Prime farmland if irrigated and either protected from flooding or not frequently flooded during the growing season
	Prime farmland if drained and either protected from flooding or not frequently flooded during the growing season		Not rated or not available		Prime farmland if protected from flooding or not frequently flooded during the growing season		Prime farmland if irrigated and either protected from flooding or not frequently flooded during the growing season
	Prime farmland if irrigated and drained		Not prime farmland		Prime farmland if irrigated and the product of I (soil erodibility) x C (climate factor) does not exceed 60		Prime farmland if irrigated and either protected from flooding or not frequently flooded during the growing season
	Prime farmland if irrigated and either protected from flooding or not frequently flooded during the growing season		All areas are prime farmland		Prime farmland if irrigated and the product of I (soil erodibility) x C (climate factor) does not exceed 60		Prime farmland if irrigated and either protected from flooding or not frequently flooded during the growing season
	Prime farmland if irrigated and either protected from flooding or not frequently flooded during the growing season		Prime farmland if drained		Prime farmland if irrigated and the product of I (soil erodibility) x C (climate factor) does not exceed 60		Prime farmland if irrigated and either protected from flooding or not frequently flooded during the growing season

Water Features

	Prime farmland if irrigated and drained
	Farmland of local importance
	Farmland of unique importance
	Not rated or not available

MAP INFORMATION

-  Streams and Canals
- Transportation**
 -  Rails
 -  Interstate Highways
 -  US Routes
 -  Major Roads
 -  Local Roads
- Background**
 -  Aerial Photography

The soil surveys that comprise your AOI were mapped at 1:24,000.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service

Web Soil Survey URL:

Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Snohomish County Area, Washington
Survey Area Data: Version 14, Sep 8, 2016

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Aug 1, 2011—Jul 8, 2014

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Farmland Classification

Farmland Classification— Summary by Map Unit — Snohomish County Area, Washington (WA661)				
Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
34	Mukilteo muck	Prime farmland if drained	2.8	0.5%
55	Puget silty clay loam	Prime farmland if drained and either protected from flooding or not frequently flooded during the growing season	224.0	38.7%
56	Puyallup fine sandy loam	All areas are prime farmland	67.2	11.6%
64	Snohomish silt loam	Prime farmland if drained and either protected from flooding or not frequently flooded during the growing season	140.2	24.2%
66	Sultan silt loam	All areas are prime farmland	102.8	17.8%
68	Sumas silt loam	Prime farmland if drained	13.0	2.2%
74	Tokul gravelly medial loam, 15 to 30 percent slopes	Farmland of statewide importance	4.0	0.7%
77	Tokul-Winston gravelly loams, 25 to 65 percent slopes	Not prime farmland	0.0	0.0%
80	Winston gravelly loam, 0 to 3 percent slopes	All areas are prime farmland	22.0	3.8%
83	Water	Not prime farmland	2.6	0.5%
Totals for Area of Interest			578.6	100.0%

Description

Farmland classification identifies map units as prime farmland, farmland of statewide importance, farmland of local importance, or unique farmland. It identifies the location and extent of the soils that are best suited to food, feed, fiber, forage, and oilseed crops. NRCS policy and procedures on prime and unique farmlands are published in the "Federal Register," Vol. 43, No. 21, January 31, 1978.

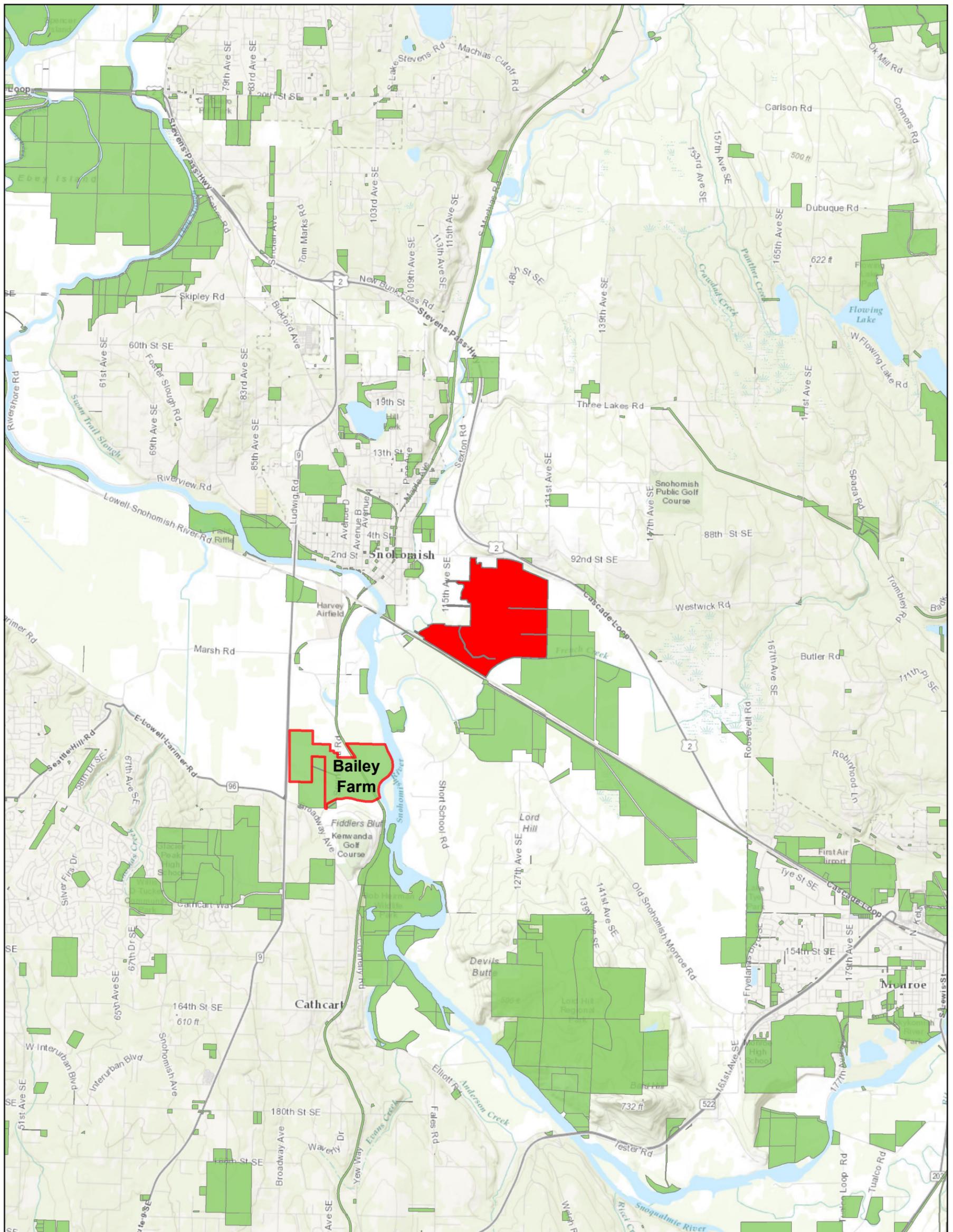
Rating Options

Aggregation Method: No Aggregation Necessary

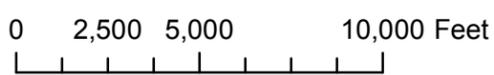
Tie-break Rule: Lower

French Slough Farm

Surrounding Protected Lands

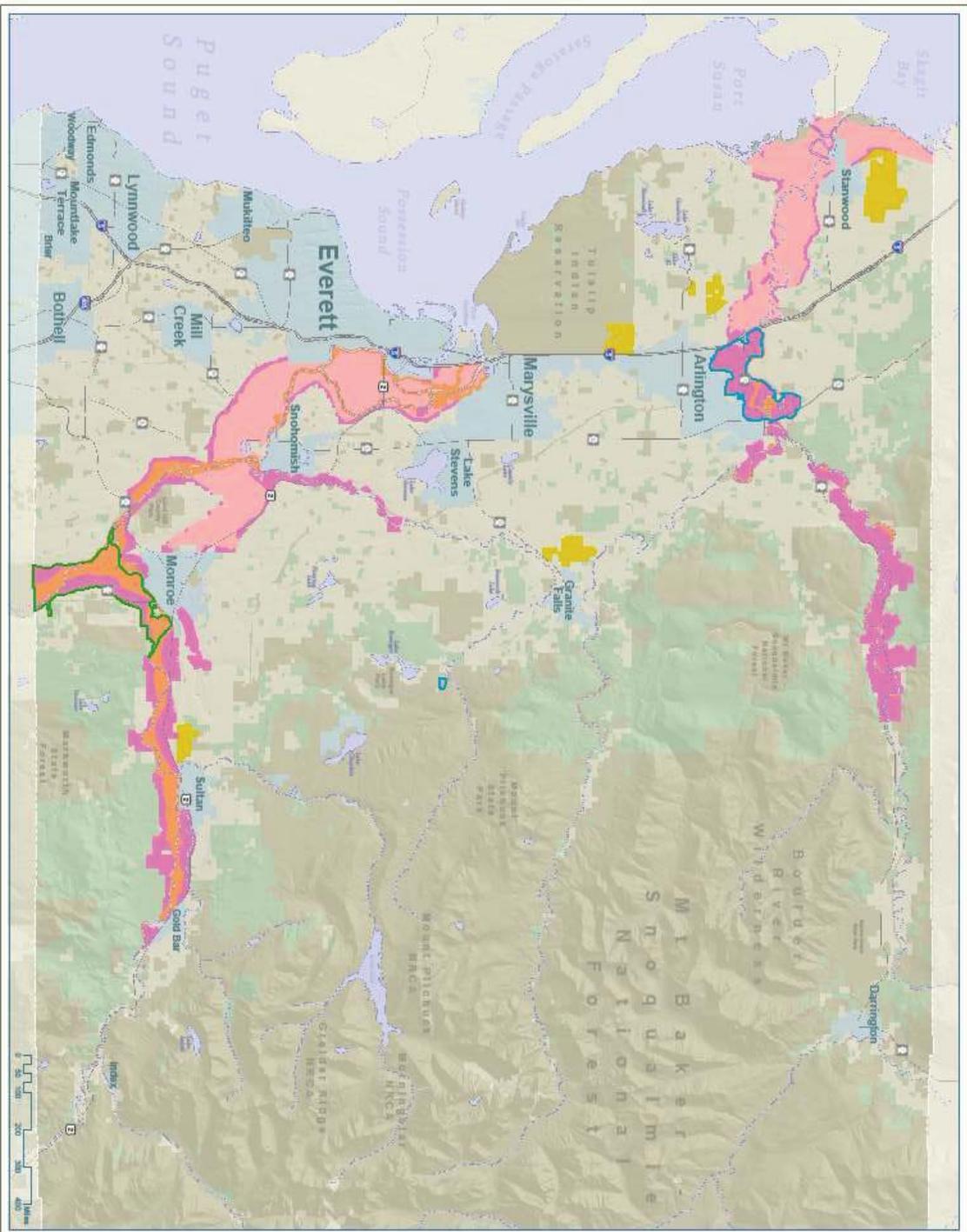


Snohomish County
 12224 92nd Street SE
 Snohomish, Washington 98290



Legend

- Bartelheimer Farm
- Protected Lands
- Bailey Farm Easement held by PCC FT




Purchase of Development Rights Opportunities

in Snohomish County, Washington

LEGEND

County TDR/PDR Program

- TDR Sensitive Areas
134 sq. miles
- Tulaco Valley PDR Regulatory Area
472 sq. miles

PDR Opportunities
Map data and acreage estimates provided by Snohomish County

- Priority 1: Shoreline Fringe & Uplands
4,842 ac. Shoreline Commercial Potential in 10,495 ac. Shoreline Commercial Potential in 22,811 ac. Shoreline Commercial Potential
- Priority 2: Shoreline Fringe
22,811 ac. Shoreline Commercial Potential
- Priority 3: Floodway
11,384 ac. Shoreline Commercial Potential
- Priority 4: Uplands
24,115 ac. Upland Commercial Potential
- Priority 5: Uplands
641 ac. Upland Commercial Potential

Forest Lands
Working Forest (132,462 Acres)
Private lands enrolled in county Current Use program or forest land

Rural Lands

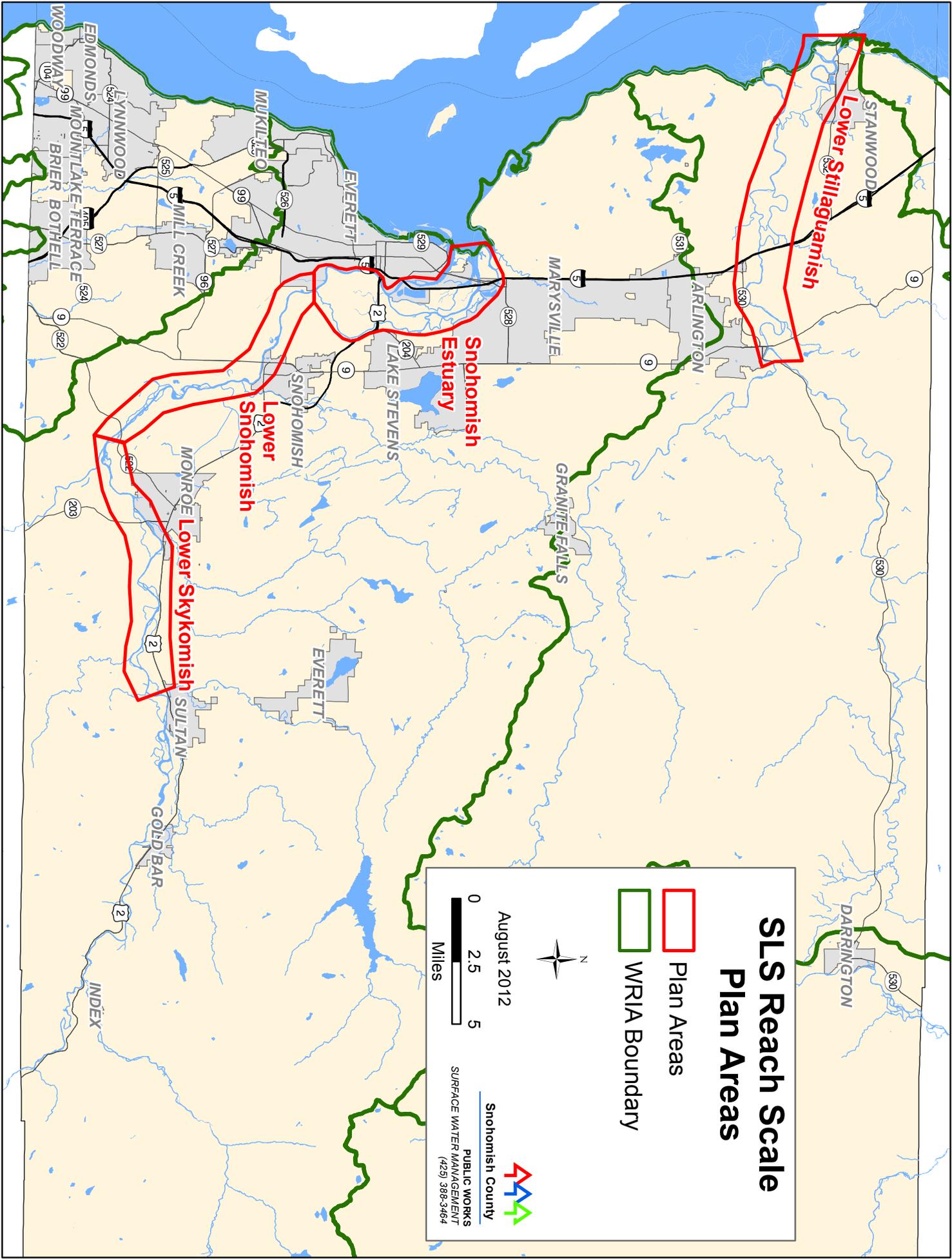
- Public, Protected, or Tribal Land
- Other Private Land

Existing Urban Footprint

- Incorporated City or Town



Map updated January 11, 2011

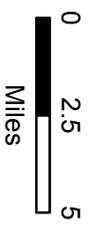


SLS Reach Scale Plan Areas

- Plan Areas
- WRIA Boundary



August 2012




Snohomish County
 PUBLIC WORKS
 SURFACE WATER MANAGEMENT
 (425) 388-3464

Attachment 14 - Summary of Supporting Conservation & Preservation Plans

Project: Bartelheimer Farm (conservation easement acquisition)

Project Sponsor: PCC Farmland Trust

The following excerpts are drawn from the local and regional open space planning, conservation, and preservation plans, which are supported and complemented by the acquisition of an agricultural conservation easement on the Bartelheimer Farm property. Relevant and explanatory excerpts only are included below.

1) General Policy Plan (Snohomish County Comprehensive Plan)

Chapter NE: Natural Environment

(Effective November 10, 2012)

GOAL NE 1: Continue existing and develop new county plans and programs which establish priorities to protect and enhance the natural environment through a coordinated policy framework to maintain and improve the quality of life for Snohomish County. The policy framework below provides a non-exclusive list of the core priorities and strategies that must be addressed in all plans and programs that affect the natural environment.

Objective NE 1.A: Balance the protection of the natural environment with economic growth, housing needs and the protection of property rights.

Policy 1.A.2: The County shall seek to maintain a sufficient inventory of developable land to meet economic, housing and agricultural needs.

Policy 1.C.2: The county shall continue to protect and enhance wetlands and fish and wildlife habitat conservation areas through the use of a variety of strategies, such as:

- (c) coordinating the use of agricultural resource lands with the protection, restoration and/or enhancement of ecological functions and values;
- (d) developing incentive-based, voluntary restoration and enhancement programs to offset impacts to overall ecological functions and values resulting from development projects or the use of agricultural resource lands and encouraging creative on-site, and reach scale restoration/enhancement proposals that optimize natural and/or agricultural resource values and ecological function;

GOAL NE 4: Balance the goals of protecting elements of the natural environment while promoting the long-term viability of commercial agriculture.

Objective NE 4.A: Provide flexibility in regulations to provide protection of the natural environment while recognizing the need to promote viability in the commercial agricultural industry.

Policy 4.A.1: The county shall allow innovative strategies that protect surface and groundwater quality, minimize impacts to wetlands and fish and wildlife habitat conservation areas on land used for commercial agriculture such as encouraging the use of farm conservation plans or best management

practices equivalent to those set forth in the NRCS Field Office Technical Guide (FOTOG Manual, most recent edition).

Policy 4.A.5: The county shall protect agricultural lands of long-term commercial significance from the impacts of upland development.

Policy 4.A.6: The county shall develop and implement actions to conserve agricultural resource lands and restore ecological functions and values, seeking to increase both ecological and agricultural and resource viability and productivity.

Objective NE 4.B: Use incentives to encourage protection of the natural environment and the continued operation of working farms.

Policy 4.B.1: Wetland and habitat mitigation banks should not be allowed on land that meets the criteria for agricultural lands of long-term commercial significance.

Policy 4.B.2: The county should provide technical assistance to manage, maintain or enhance critical areas on or in proximity to lands used for commercial agriculture.

Policy 4.B.3: The county should consider incentives for farming practices that protect elements of the natural environment.

Objective NE 5.B: Provide incentives for voluntary environmental restoration, enhancement and protection.

Policy 5.B.2: The county shall promote innovative land use techniques, where appropriate, such as transfer and purchase of development rights and other incentives for voluntary practices to protect the natural environment.

Policy 5.B.3: The county shall, where possible, provide incentives for protection of critical areas such as, designating lands permanent open space, conservation easements, donations to land trusts or similar organizations, and open space tax incentives.

Policy 5.B.4: The county shall develop incentives to voluntarily protect or enhance:
(c) native top soils;

GOAL NE 6 Educate citizens regarding the natural environment and encourage voluntary environmental protection and stewardship.

Objective NE 6.A: Provide programs for education about the natural environment.

Policy 6.A.1: The county shall develop public education programs to increase understanding of, and best management practices for, stream habitat, wetlands, stormwater management, water quality, lake stewardship, marine shoreline processes and habitats, and other aspects of the natural environment.

Objective NE 10.B: Develop strategies for Snohomish County communities that support sustainability and minimize greenhouse gas emissions.

Policy 10.B.2: Establish land use patterns that minimize transportation-related greenhouse gas emissions and encourage the preservation of resource lands, open space and habitat.

Agricultural Lands

Chapter LU - Land Use, Agricultural Lands

Effective Date February 1, 2006

Three types of agricultural land were classified and designated:

- Riverway Commercial Farmland,
- Upland Commercial Farmland, and
- Local Commercial Farmland.

Protective measures were adopted for each of the three farmland classifications together with supplemental policies for land use and zoning, adjacent land uses, innovative land use techniques, road and utility restrictions, water management, and industry enhancements.

Snohomish County agriculture gives life and diversity to our local, regional and international economies, and provides open space as well as fish and wildlife habitat. It also contributes to a level of food security for the region and provides access to affordable and nutritious food and fiber for animal and human use.

To respond to the challenges facing Snohomish County farmers, the Agricultural Advisory Board, county staff, the county council and the Executive's office together with local farmers began to take steps to increase the economic viability of agriculture in Snohomish County. Some of these early actions were:

- Harvest Celebrations;
- Participation in a regional agriculture product marketing campaign - Puget Sound Fresh;
- Regional agricultural summits;
- Transfer of Development Rights Program;
- Purchase of Development Rights program; and
- Farmers' markets and farm stands as a new outlet for farm products.

GOAL LU 7: Conserve agriculture and agricultural land through a variety of planning techniques, regulations, incentive and acquisition methods.

Objective LU 7.B: Conserve designated farmland and limit the intrusion of non-agricultural uses into designated areas.

2) Snohomish County Agriculture Action Plan

"A Plan to Preserve and Enhance the Agricultural Economy in Snohomish County" (March 2005)

Chapter: Economic Development (pg 10)

Issue 3 - Limited financial resources are available to assist farmers.

Action Plan 8. Make salmon recovery a viable agricultural enterprise. Compensate landowners for improving habitat, and utilize conservation programs such as Transfer of Development Rights (TDR) and Purchase of Development Rights (PDR).

Outcomes:

- ✓ Regular fund sources will be available for conservation easement-type payments.
- ✓ The Comprehensive Plan will provide for farmland preservation through payments such as transfer development rights (TDRs) and purchase development rights (PDRs).

Chapter: Outreach and Education (pg 13)

Further, the public, particularly the younger generation, does not understand the relationships between food prices, food safety, farmland preservation and the sustainability of working family farms.

Issue 1

The current level of public understanding and appreciation of local agriculture does not favor success for farmers.

Action Plan 1. Create a stronger pro-farming presence in all environmental or conservation education efforts presently underway, or undertaken in the future, by Snohomish County, the Snohomish Conservation District and other agencies receiving County funding, to enhance the visibility and understanding of the character, value and importance of local agriculture.

Action Plan 3. Seek grant funding to support more outreach and educational efforts by agricultural organizations and farm advocacy groups in the county.

Action Plan 5. Implement a media relations program to increase press coverage of farm community issues, achievements and events. Prepare informational materials, conduct field tours and other special events to enhance journalists' knowledge of local agriculture; include training for farmer participants/hosts.

Outcomes:

- ✓ A consistent message will be transmitted to farmers and the public about County priorities for preserving farmlands and farming operations.
- ✓ Public awareness of the use and value of fields and the open spaces that surround them will increase.

3) Sustainable Lands Strategy

The Sustainable Lands Strategy (SLS) Initiative began in 2010 as a joint effort by the county, state and tribal entities focused on the Snohomish and Stillaguamish River basins, the county's two main river

systems. SLS grew out of the sometimes contentious land use processes occurring when restoration actions were proposed on agricultural lands – an unintended consequence of the parallel but separate mandates for habitat restoration and agricultural lands preservation.

The purpose of SLS is to develop tools and strategies that will generate net gains (measurable improvements) for both salmon habitat and farms within the floodplains of those two regions; and apply them on river reach and countywide scales, to demonstrate how the goals of both farms and fish could be met harmoniously.

The lower Snohomish River, the Snohomish River Estuary, the Stillaguamish River Estuary and mainstem, and the Lower Skykomish River have each been identified as SLS program reaches where critical habitat improvements are needed to improve fish viability. These areas also represent critical agricultural resources which require preservation and improvements. The intention of SLS is to assess the geomorphic processes and habitat along each of the river reaches, develop potential agriculture and restoration projects, and bundle projects on a reach scale. (Online description, 2013; http://www1.co.snohomish.wa.us/County_Services/Focus_on_Farming/sustainablelands.htm)

Phase 1 Report – Recommendations (pg 13) (March 2011)

SLS Recommended Net Gain Actions & Investments to Support Fish and Farms (7-year implementation timeline):

- Land Base: Add 2,000 acres to protected farmlands and other resource lands through PDR/TDR, zoning changes, incentives, etc. (Primary Beneficiary = Agriculture, Salmon Recovery both)
- Stakeholder Support: Secure critical mass of support to sustain land base, seek funding for SLS implementation (Primary Beneficiary = Agriculture, Salmon Recovery both)

4) Puget Sound Partnership – Stillaguamish and Snohomish Action Agenda

(Pg 384)

The Snohomish Basin is one of the fastest growing areas in Puget Sound with projected population growth of 59 percent from 2000 to 2030... Some of the best farmlands remaining in Western Washington flank the Snohomish and the lower portions of its two major tributaries, the Skykomish and Snoqualmie Rivers.

Staples of the early Western Washington economy, forestry and farming are still major players in the Stillaguamish watershed, where steep, lush forest slopes and a broad soil-rich delta provide ideal growing conditions... Residents in the basin feel a strong sense of community and pride in their area.

The Snohomish River basin has the most returning Coho spawners between the Columbia River and the Canadian border, and produces 25 to 50 percent of all Coho in Puget Sound. Further, the Skykomish Chinook population has the highest abundance target in the Puget Sound Evolutionarily Significant Unit.

Threats identified in 2008, from the Whidbey Basin Profile include:

Habitat alteration

Uplands: Loss of working farms and forests through conversion resulting in altered basin hydrology and degraded habitat; 16% increase in impervious surface in Snohomish watershed from 1991-2001; potential future development pressure in nearshore, river valley and upland areas.

Opportunities, Priorities and Near Term Actions - Updated Initial Strategies and Actions:

Protect and Restore Terrestrial and Freshwater Ecosystems

- Smart Growth, Development, Land Use and Land Protection.
 - Focus land development away from ecologically important and sensitive areas**
 - Use and increase site-appropriate LID techniques to manage for future planned growth and improve past practices
 - Solidify wetland protection, connection, and restoration components as part of stormwater retrofits in Comprehensive Plans by 2015, to create increased water storage in agricultural fields and decrease runoff (repeated in A3, B2 and C3)

Protect and steward ecologically sensitive rural and resource lands

- Support extension, property tax incentive programs and TDR/PDR in high-priority rural residential areas at high risk of conversion
- Support and implement food security strategies that foster the long-term protection of working farms (including bringing forward a new generation of farmers, supporting more ecologically sensitive growing techniques, regulatory integration, and seed banks)
- Encourage the local/organic food movement: Farm Link connects Snohomish Farm Incubator graduates with local properties to encourage incoming farmers to promote stewardship and environmentally friendly techniques. (Puget Sound Fresh also promotes local produce organic farms and community supported agriculture (CSAs))

Reduce the sources of toxic chemicals entering Puget Sound

- Remove all project area waters from the Clean Water Act 303(d) list for fecal coliform and nutrients and prevent agri-chemicals from entering project area waters by 2015 (in the Port Susan Bay MSA planning area)

5) Snohomish River Basin Salmon Conservation Plan (June 2005)

Snohomish County Department of Public Works, Surface Water Management Division.

At 1,856 square miles, the Snohomish River basin is the second-largest watershed - behind the Skagit River basin - draining to Puget Sound. The people who live and work in the Snohomish River basin take pride in their communities that span from the urban areas of Everett to the rural quality of life that includes small towns, farms, and forestry. They want to protect and restore salmon runs that are vital to local culture, identity, pride, and economic health.

This plan is one part of a regional effort to ultimately recover Chinook salmon populations in Puget Sound, and an important step toward keeping Coho salmon from being listed as a threatened species.

1.5 Strategies for Key Land Use Areas (pg 1-7)

The Forum recommends comprehensive and cooperative approaches for working with the farming community, rural residential areas, forest lands, urban areas, and roads and utilities throughout the basin.

Agriculture

Farming is a major land use along the mainstem rivers, the estuary, and some of the lowland tributary areas - the same areas that salmon depend on for survival. The Forum recommends a comprehensive and cooperative approach to working with willing agriculture landowners on habitat protection and restoration. This should include:

- Supporting viable agriculture.
- Recognizing the initiative and expertise of the farming community.
- Protecting intact habitat.
- Providing technical assistance to help implement on-the-ground projects.
- Encouraging the use of incentives.
- Working cooperatively to identify and implement solutions.

1.6 Recommended Actions

The Forum recommends a multi-pronged strategy that combines tools that can be applied basin-wide with specific capital and programmatic actions within sub-basin strategy groups.

Basin-Wide Tools

The Forum recommends a variety of tools that can be used to protect habitat and help reach the 10-year habitat condition milestones. This plan outlines:

- A comprehensive technical assistance program to inform and help landowners, businesses, and residents take actions, with the aim of building a stewardship ethic among all residents in the basin.
- Recommendations cover public outreach and education as well as technical assistance for landowners regarding agriculture, forest stewardship, and rural stewardship.
- Incentive programs to encourage and reward positive actions, such as tax/fee reductions, transfer of development rights, streamlined permitting, recognition, and flexibility.

The Snohomish River basin is changing, with the traditional industries of forestry and agriculture shifting to more urban uses. Human population in the basin is projected to increase by 59% from 311,224 in 2000 to 528,293 in 2030 (Snohomish County Planning and Development Services, 2004).

(Pg 9-1)

Farming is important socially and economically in the Snohomish River basin. It is a major land use along the mainstem rivers, as well as some of the lowland tributary areas. Because of the location of agriculture in the basin, working with these landowners is a critical aspect of ensuring long-term salmon recovery.

Support Viable Agriculture in the Basin.

Local farmers face complex issues related to declining profits, development pressures, loss of agricultural land base, and loss of infrastructure supporting the agriculture industry. In order to work cooperatively with the farming community, the Forum recommends:

- Supporting and advocating for policies and programs to retain local agriculture and help farming be profitable and sustainable.
- Providing incentives to avoid sub-dividing land for rural residential development and to protect forest cover (i.e., keeping growth within urban growth boundaries).
- Working with landowners to protect and preserve current intact habitat through a variety of means that could include purchasing conservation easements where appropriate from willing sellers.

Developing innovative measures to ensure the longevity of protections, such as adding restoration or easement information to land titles to ensure protection as property changes hands.

- **Help Farmers Identify and Implement On-the-Ground Restoration Projects.** The Forum recommends that field staff work with willing agricultural landowners on possible and appropriate salmon recovery actions on their property. Key demonstration projects should be completed to build capacity and showcase results for the agricultural community.
- **Restoring stream banks to natural conditions.** The Forum recognizes bank hardening exists in some areas to protect farmsteads and structures. This approach would identify areas that currently may not need hardening and can be modified to improve edge habitat. Field staff can work with landowners to identify and develop alternatives to riprap that may provide a more natural edge for fish habitat while maintaining the function of bank hardening.

The Forum recommends the following tools and programs to help farmers implement on-the-ground restoration projects.

- **Encourage the use of incentives.** The Forum supports the use of incentive programs to implement successful salmon recovery actions on agricultural lands. Incentives could include conservation and agricultural easements, Transfer of Development Rights programs, and recognition programs such as “Salmon Safe” labels for qualifying farms.

Land Use (pg 10-6)

Land use choices and patterns can influence the quality of salmon habitat and the ecological systems that support healthy streams and rivers.

1. Support land uses that result in low density and low percentage impervious surface coverage in rural areas (i.e., forestry, farming, open space) in county comprehensive plan land use designations and policies.

5. Maintain forestry and farming within county jurisdictions. Discourage conversion of forestlands zoned for forestry into residential uses. To accomplish these aims, consider providing tax and other incentives and exempting such activities from nuisance complaints. Continue forestry and farming and expand support by using tools such as purchasing or transferring development rights, prohibiting residential-type development on lands in Forest Production Districts, and prohibiting segregation of large parcels zoned for forestry.

Floodplain Alterations

Maintaining natural connections between rivers and floodplains helps sustain processes that enhance salmon habitat.

5. Use transfer of development rights or other easement programs or incentives to encourage retention of agriculture, forestry, and open space uses of the floodplain.

Stormwater

Stormwater, when not properly controlled, can increase erosion rates, disrupt channel structure, and deliver contaminants to streams and rivers.

6. Minimize impervious surfaces by using tools such as:

- Setting upper impervious surface limits on a parcel-by-parcel basis and providing options for meeting standards. This may be based on existing sub-basin conditions for total impervious area and forest cover.

Water Quality

Clean, cool water is crucial for salmonid health. Degraded water quality can harm salmon in a variety of ways and at all life stages.

10. Discourage pesticide/herbicide use in riparian and wetland buffers; include exemptions for noxious weed control and Washington State Department of Ecology-approved activities.

Conduct Public Outreach and Education

The following recommendations will help build an aware and knowledgeable community engaged in salmon recovery:

2. Outreach, monitoring, restoration and stewardship would benefit from active school participation. School districts should be encouraged and supported in using natural lands as extended classrooms.
4. Continue to coordinate and offer on-the-ground, hands-on projects such as volunteer planting and salvage events.

10.6 Incentives and Other - Innovative Approaches

The Forum strongly endorses the use of incentives and innovative approaches as tools to achieve watershed protection and salmon recovery.

2. Encourage the use of transfer of development rights programs as a tool to protect forest cover and minimize impervious surface. Under these programs, for example, rural landowners can sell unused development rights to property owners in urban areas. This helps lower potential rural densities, retain forest cover or agricultural land, and reduce the impacts of subdivision. "Receiving areas" within the basin would need to be identified. King County has a program in place and Snohomish County has a pilot program.

5. Develop incentives for agricultural landowners. Incentives are needed for protecting intact riparian areas and forest cover, as well as for restoration projects such as off-channel reconnection, floodplain reconnection, and alternatives to bank armoring. Support programs developed by non-profits and other non-governmental groups where appropriate, such as Salmon Safe. Coordinate with non-profits

and Shared Strategy over the next year to develop this further.

11.6 Mainstem - Primary Restoration (pg 11-29)

The mainstem - primary restoration sub-basin strategy group includes mainstem portions of the Skykomish, Snoqualmie, and Snohomish rivers and mainstems of key tributaries. This section describes aspects of the strategy group that apply to all three rivers, followed by more specific information and recommendations for each river.

What ecological actions in these sub-basins would contribute to recovery?

The highest priorities for ecological recovery in mainstem - primary restoration sub-basins are:

- Preservation (along focus reaches) - Reduce further degradation and create new opportunities for restoration. Specifically, this would be acquisitions, incentives, and regulations to prevent further floodplain development or fill, to maintain opportunities for rivers to migrate within their channel migration zones, and to protect intact riparian forest and off-channel habitats where they are not currently protected.

The second-tier priorities for ecological recovery in mainstem primary restoration sub-basins are:

- Addressing water quality impacts - Several water quality problems have been identified and are listed on the 303(d) list. The extent to which these limit salmon survival in this sub-basin strategy group is unknown. Actions that would reduce water quality problems include preventing illicit discharges, and implementing agricultural best management practices and farm plans.

Although agricultural land uses account for less than a quarter of the area in this strategy group, farm operations have a significant impact on salmon population performance and recovery because of their location in the floodplain. Along the mainstems of the Snoqualmie, Skykomish, and Snohomish rivers, the shoreline is predominantly zoned for agricultural use. Levees, dikes, and bank hardening structures were constructed for farming in the floodplain, as well as to protect homes and infrastructure.

6) Snohomish County Purchase of Development Rights & Transfer of Development Rights -

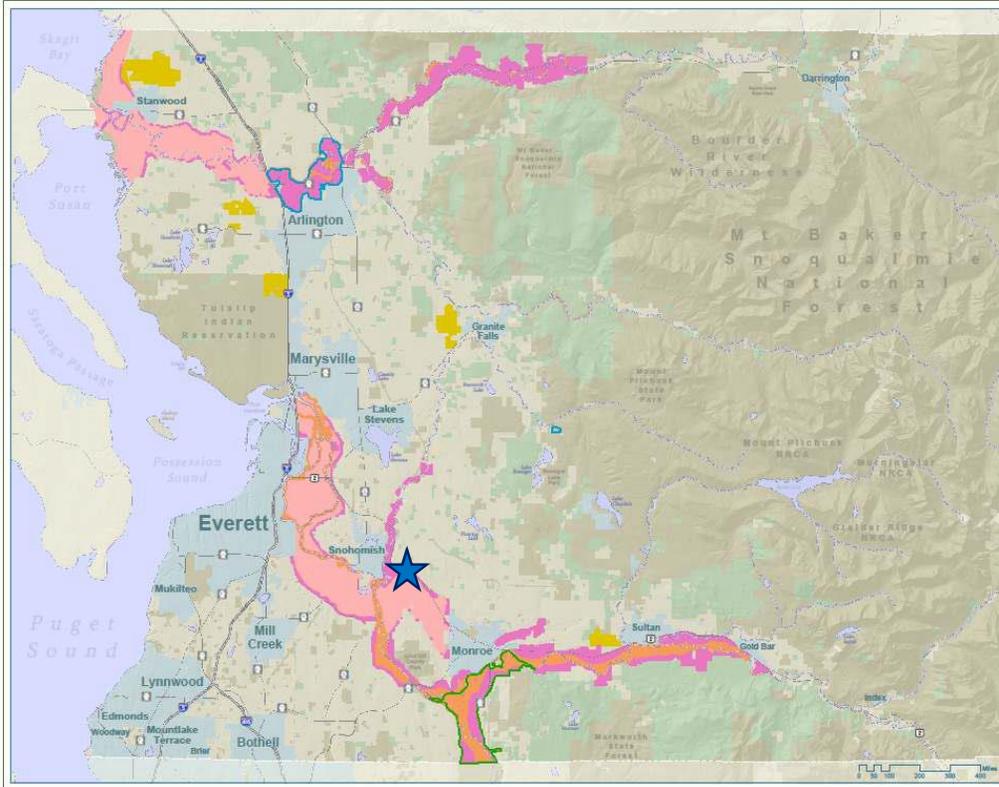
Strategic Opportunities for Conservation and Growth Management; Research Findings and Program Recommendations

Prepared for Snohomish County Council by Cascade Land Conservancy (May 2011)

(Pg 124)

Appendix F: **Map of Proposed PDR Program Conservation Priorities**

(Please see location of Bartelhiemer Farm as noted by the star on the map below.)



Purchase of Development Rights Opportunities

in Snohomish County, Washington

LEGEND

County TDR/PDR Program

- TDR Sending Areas
2,038 acres
- Tualco Valley PDR Eligibility Area
2,738 acres

PDR Opportunities

Map Area and acreage estimates provided by Snohomish County

- Priority 1: Floodway Fringe & Uplands
8,147 ac. Highway Commercial Permitted in the Floodway Fringe Area
22,875 ac. Highway Commercial Permitted in the Uplands Area
- Priority 2: Density Fringe
22,875 ac. Highway Commercial Permitted
- Priority 3: Floodway
43,136 ac. Highway Commercial Permitted
- Priority 4: Uplands
5,612 ac. Local Commercial Permitted
891 ac. Upland Commercial Permitted

Forest Lands

- Working Forest (132,456 Acres)
Private lands available to county General Use Tax program for forest lands

Rural Lands

- Public, Protected or Tribal Land
- Other Private Land

Existing Urban Footprint

- Incorporated City or Town

Revised/Updated January 20, 2011



Snohomish County

Executive's Office

3000 Rockefeller Ave., M/S 407
Everett, WA 98201-4046
(425)388-3312
www.snoco.org

April 17, 2018

Recreation and Conservation Office
c/o Robin Fay, Conservation Manager
PCC Farmland Trust
1402 Third Avenue, #709
Seattle, WA 98101

Dave Somers
County Executive

Re: Support for the French Slough Farm application

To whom it may concern:

The Snohomish County Executive's office would like to express our full support of the French Slough Farm grant proposal. The opportunity to purchase an agricultural conservation easement on this farm and protect 570 acres of Snohomish County's prime farmland strongly supports the goals of Snohomish County in conserving working forests, farms and habitat lands, and Snohomish County's commitment to supporting the viability of our local farm economy.

French Slough Farm is a 5th generation farm located in the Snohomish Valley, approximately one mile south-east of the City of Snohomish. The farm has been under continuous ownership and production by the Bartelheimer Family since 1918 and will celebrate achieving qualification as a Centennial Farm in 2018. In the future, family members are interested in diversifying production, including the potential for vegetable crops, agritourism and wine grapes. This specific property is ideal for support of a multi-generational farm operation due to the property's excellent agricultural conservation values. These values, which this project seeks to protect, include the property's irreplaceable prime farmland soils; agricultural productivity, capability to support diverse agricultural vegetation, appropriate topography, excellent accessibility to market and communities, and compatibility with surrounding land use and open space preservation. In addition, this project will also support the property's complementary ecological conservation values, including opportunities for future compatible restoration priorities along French Creek and adjacent to the Pilchuck River.

The farm sits at the confluence of the Pilchuck and Snohomish Rivers, which are both priority habitats for migration and breeding habitat for Chinook Salmon (ESA listed as Threatened) and Coho Salmon (NMFS species of concern), as well as Coast Resident Cutthroat, Chum, and Bull Trout. The agricultural conservation easement will ensure the property will be protected as open space and include flexibility to address and support compatible restoration targeting these priority species and habitats in the future. With less than 76,000 of an original 180,000 acres of farmland remaining, Snohomish County's farmland is under threat for conversion as residential pressures continue to escalate and farmland prices rise beyond the reach of most farmers. Conservation of Snohomish County's historical farm legacy cannot wait. Please help us preserve this valuable farm and protect a Snohomish County legacy.

Sincerely,

Linda Neunzig | Agriculture Coordinator
Snohomish County Executive's Office
3000 Rockefeller Ave., M/S 411 | Everett, WA 98201-4046
O: 425-388-7170 | C: 425-754-1466 | Linda.Neunzig@Snoco.org Address

Snohomish Conservation District

working together for better ground since 1941



528 91st Ave NE, Ste A, Lake Stevens, WA 98258-2538 425-335-5634 www.snohomishcd.org

February 27, 2017

Snohomish County Conservation Futures Program Advisory Board
c/o Robin Fay, Conservation Manager
PCC Farmland Trust
1402 Third Avenue, #709
Seattle, WA 98101

Re: Support for the Bartelheimer Farm application

To whom it may concern:

The Snohomish Conservation District works with private landowners, like the Bartelheimer's, to promote and encourage conservation and responsible use of natural resources. Therefore, it is exciting to also be working with PCC Farmland Trust on this project. Consistent with our mission and desire to collaborate on this type of project, the Snohomish Conservation District would like to express our full support of the Bartelheimer Farm grant proposal. The opportunity to purchase an agricultural conservation easement on this historic family farm and protect over 560 acres of Snohomish County's prime farmland strongly supports the goals of the District in conserving working forests, farms and habitat lands, and our commitment to supporting the viability of our local farm economy.

The Bartelheimer Farm is a 5th generation family farm located in the Snohomish Valley, that has been operating as a dairy for a century. The farm has been owned and operated by the Bartelheimer family since the early 1900s, when Fred and Agnes Bartelheimer left their home in Nebraska and established the farm that is now a proud family legacy just outside the City of Snohomish. Over the years, the family's farm expanded and grew to encompass over 560 acres of the prime Snohomish River Valley bottom near the banks of the Snohomish River and French Creek. With an eye on the future, Dale and Lillian Bartelheimer are now working with their five children to secure the farm for the next generation in the family's farming business. By protecting the farm with an agricultural conservation easement, the family will not only honor their family's proud legacy in the valley, but will also ensure that the valuable natural resources on the property are appropriately stewarded for generations to come.

Altogether, the Bartelheimer Farm today encompasses over 560 acres of Snohomish County's best remaining agricultural lands. Given the property's existing configuration and location just outside the City of Snohomish's UGA, it is a threat for conversion. Purchase of a conservation easement on this property not only permanently protects the farm's top tier soils, excellent market access (to the communities of Snohomish, Monroe, Everett, and Seattle), excellent on-farm infrastructure, and long-term historical production and viability, but also provides a unique opportunity to conserve a property nearly 13 times the average farm size in Snohomish County. With Snohomish County facing some of the highest rates of residential growth in the state, the need to preserve the County's intact farmland while willing sellers are in ownership is clear.

Snohomish Conservation District

working together for better ground since 1941



528 91st Ave NE, Ste A, Lake Stevens, WA 98258-2538 425-335-5634 www.snohomishcd.org

With less than 76,000 of an original 180,000 acres of farmland remaining, Snohomish County's farmland is under threat for conversion as residential pressures continue to escalate and farmland prices rise beyond the reach of most farmers. Conservation of Snohomish County's historical farm legacy cannot wait. Please help us preserve this valuable farm and protect a Snohomish County legacy.

Sincerely,

Monte Marti
District Manager



French Slough Farm



French Slough Farm: Project Summary & Background

PCC Farmland Trust – dedicated to generations of family farms
French Slough Farm – five generations of farming in the valley



French Slough Farm – Project Highlights



Agricultural Values:

- Prime farmland soils
- Size
- Historical productivity
- Water rights
- Topography
- Market access
- Infrastructure & flood protection

Ecological Values:

- French Creek,
- Pilchuck River
- Open space & priority species

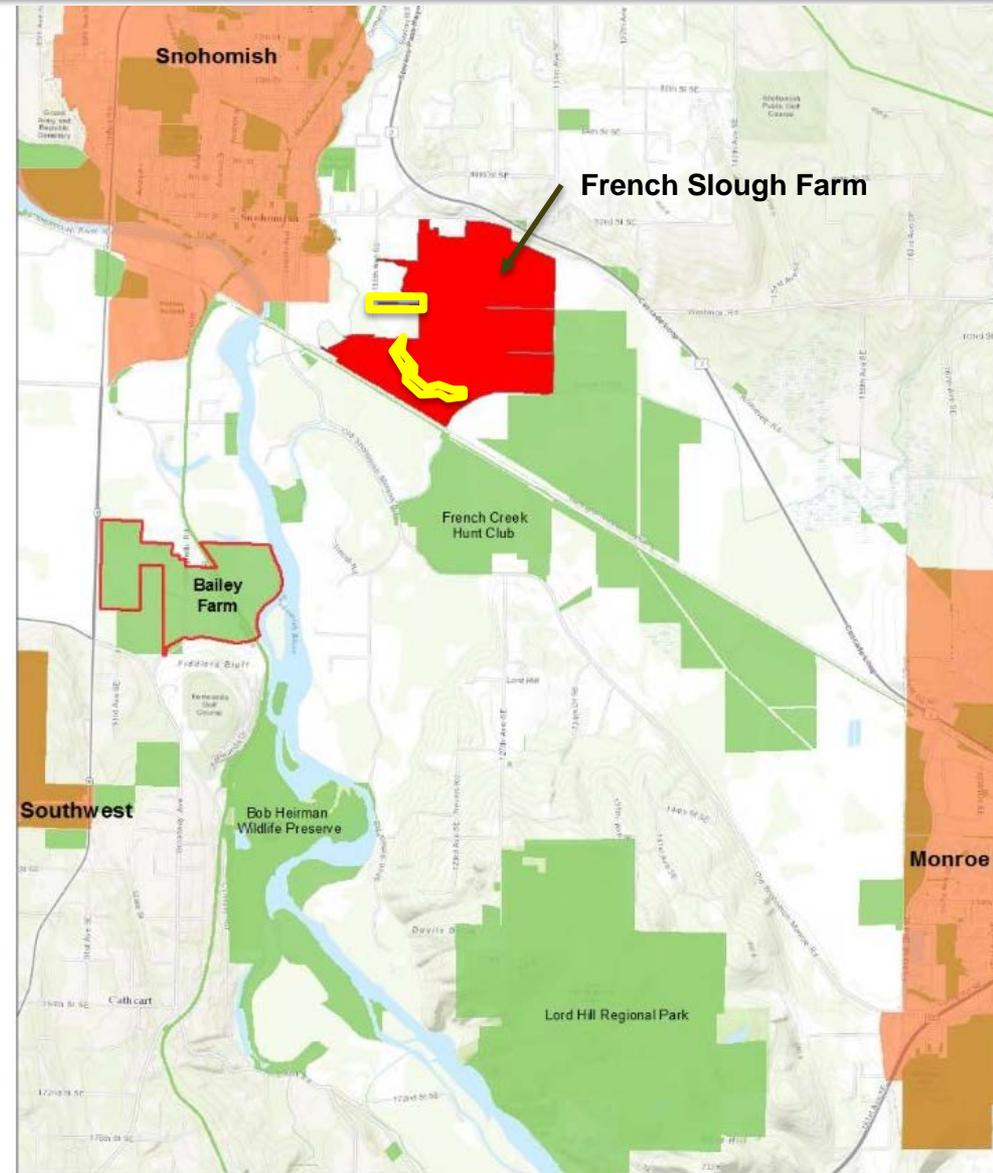
French Slough Farm – Project Highlights

Potential development threat:

- Proximity to UGA
- Size – over 70 pre-existing lots
- Clustered lot configuration
- Family planning for transition

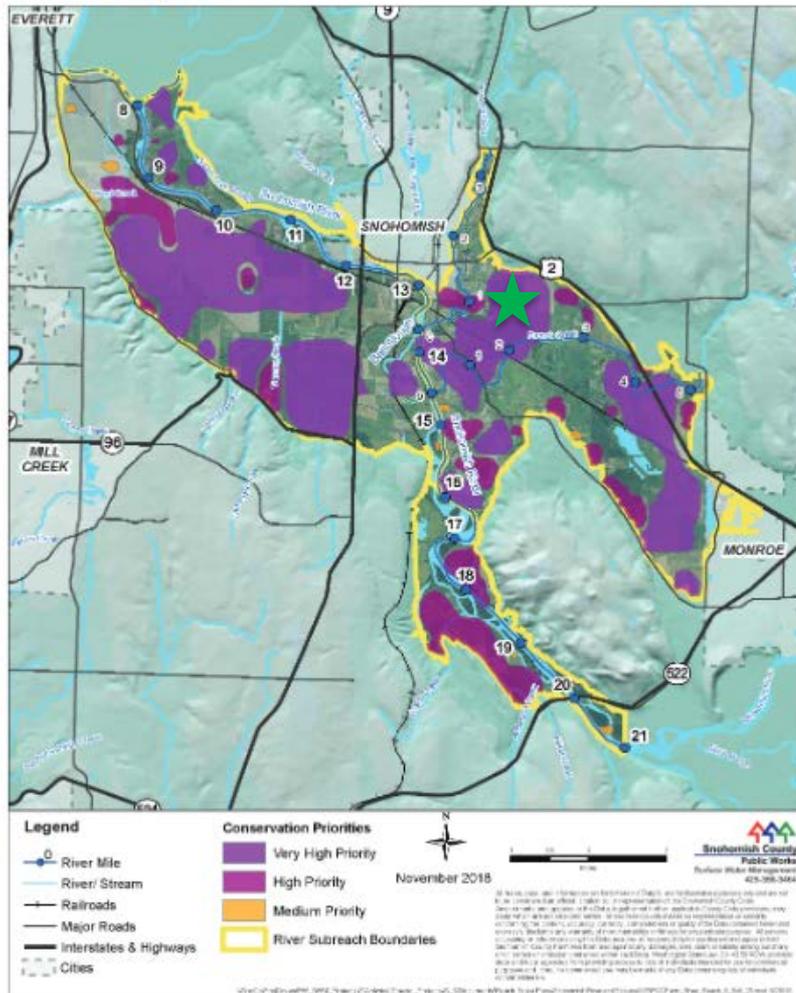
Linkages to other Farmland & Open Space:

- Adjacent 1,200 acres open space
- Within one mile of Bailey Farm
- Lord Hill Park & Highway 2 scenic corridor



French Slough Farm – Project Highlights

Figure 39
Farmland Prioritization for Protection in the Snohomish Estuary Reach through Voluntary Conservation Programs



Continuum of projects

- PCCFT Focus Area
- SCD Ag Resiliency plan (letter of support)
- Sustainable Lands Strategy Reach Scale Plans

Complementary conservation programs

- Sustainable Lands Strategy
- TDR/PDR program, County Comp Plan
- Snohomish River Basin Plans (PSP)

French Slough Farm – Project Highlights

Regional & local benefit

- Secure land base for continued agricultural viability
- Bring in over \$2M in State and federal match funding
- Provide local food production
- Preserve a Centennial Farm (1918-2018)

Public access & enjoyment

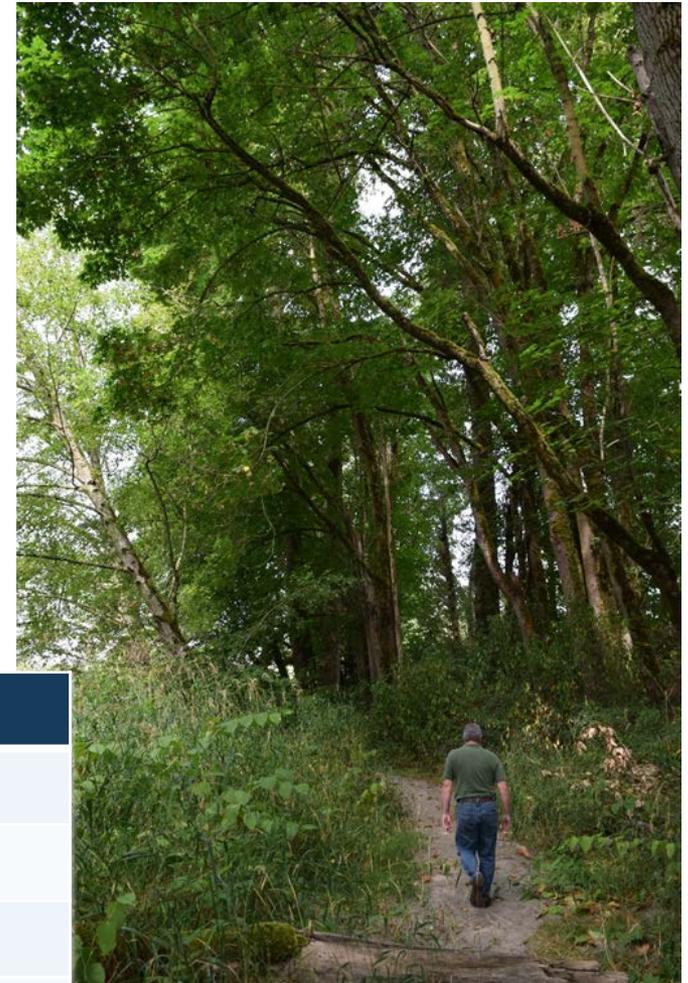
- Public tours & education
- Volunteer opportunities
- Future agri-tourism potential
- Scenic enjoyment of Snohomish River valley



French Slough Farm – Summary

Unique opportunity

- Exceptional ag soils and water rights
- Historical significance
- Size – over 560 acres
- Water quality, habitat, and other environmental benefits
- **The time is now**



Project Budget

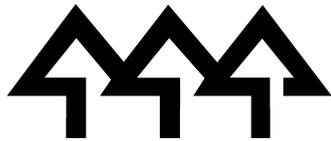
Request to CFT	\$625,040
Match funding (secured)	\$950,000 (WWRP)
Match funding (expected)	\$1.5 million (NRCS)
TOTAL project estimate:	\$2.8 – 3.1 million



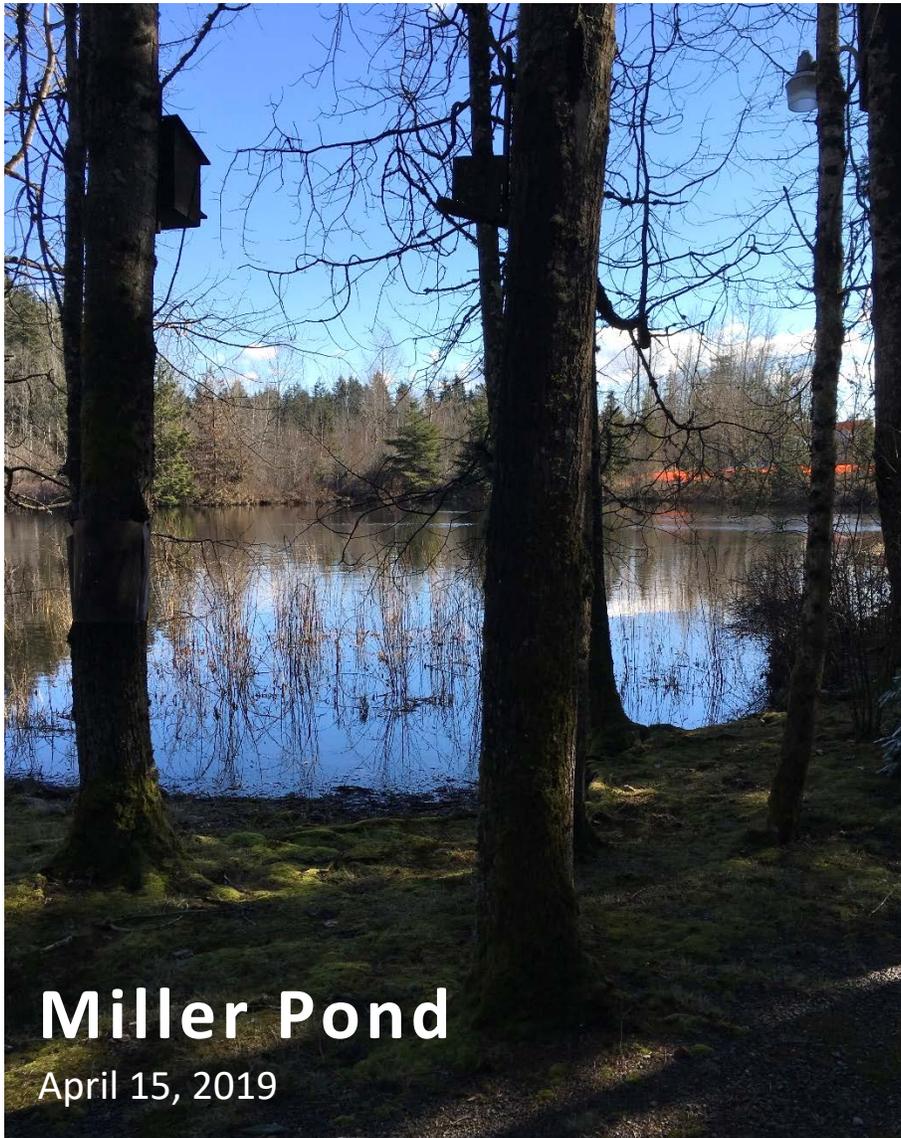
Thank You!



Attachment H – Snohomish County Parks, Miller Pond



SNOHOMISH COUNTY
CONSERVATION FUTURES PROGRAM



Miller Pond

April 15, 2019



Snohomish County
Parks, Recreation & Tourism

SNOHOMISH COUNTY CONSERVATION FUTURES PROGRAM

APPLICATION FOR CONSERVATION FUTURES FUNDS

PROJECT NAME: MILLER POND

PROJECT SPONSOR: SNOHOMISH COUNTY PARKS, RECREATION & TOURISM

APPLICATION NO. (TO BE ASSIGNED BY STAFF): CF19-04

SUBMITTAL CHECKLIST

CHECKLIST OF REQUIRED DOCUMENTS

The following documents should be submitted with the completed application. Please organize required documents in the order below and provide eight double sided color copies of the complete grant application as well as one “.pdf” copy (on disk or via email). Additional documents beyond what are listed here may be included at the discretion of the applicant.

No.	Type of Document Attached	Check if Included
1	Title Page/Submittal Checklist	X
2	I. Applicant Information	X
3	II. Project Background (including willing seller letter, Preliminary Title Report, site vicinity map and aerial photograph)	X
4	III. Cost Worksheet (included in general project information)	X
5	IV. Project Review Criteria responses	X
6	Any other supporting documents (please list below)	
7	Vicinity Map	X
8	Site Photos	X
9	Preliminary Title Report	X
10		

SECTION I – APPLICANT INFORMATION

1. PROJECT TITLE: Miller Pond

2. AMOUNT REQUESTED (from Cost Worksheet) \$305,650

3. PROJECT SPONSOR: Snohomish County Department of Parks, Recreation & Tourism

Address: 6705 Puget Park Dr.
Snohomish, WA 98296

Sponsor is: Unit of Local Government: **X**
Private/Non-Profit Agency*: _____
*Eligible per [RCW 84.34.250](#)

4. CONTACT PERSON:

Name: James Yap Title: Planning Supervisor
Address: 6705 Puget Park Dr., Snohomish, WA 98296
Phone: 425-388-6610 Cell Phone: NA
Email Address: jjap@snoco.org

SECTION II – PROJECT INFORMATION

1. PROJECT LOCATION:

Address: 20121 Jewell Rd., Bothell, WA 98012

Section: 21 Township: 27 Range: 5

Assessor Tax Account Number(s): 27052100202400

Property Legal Description (full legal if available): SEC 21 TWP 27 RGE 05N1/2 E1/2 E1/2 SW1/4 NW1/4 EXC N 108FT THOF (PER SURVEY REC VOL 22 OF SURVEYS PG 253 UND AF NO. 8605195005 TGW FDP COMM AT NW COR OF SD E1/2 E1/2 SW1/4 NW1/4 TH S00*0308E 15.91FT TO NW COR OF ABV DESC TR TH N89*15 49E 333.72FT TO NE COR OF SD TR TH N00*05 29W 13.20FT TO INT ELY EXT OF EXSTG FENCE TH S89*43 47W 333.69FT ALGSD FENCE & EXT THOF TO POB

2. EXISTING CONDITIONS:

Number of Parcels: 1 Total Acres: 4.36

Addition to Existing Site: YES ___ NO **X** If yes, which site: _____

Current Zoning: **R-7,200**

List Existing Structures/Facilities: Manufactured home, guest house, dock, cabana, carport and misc. out buildings

Current Use: Private residence

Waterfront? (name of body of water): Miller Pond

Shoreline? (lineal ft.): Approx. 920'

Owner of Tidelands/Shoreline (State or private): Private

3. CURRENT OWNERSHIP:

Current Owner(s): Carol Miller

Is the property owner a willing seller? YES* **X** NO ____

Summary of Property Encumbrances Identified in Preliminary Title Report**: Critical Area Site Plan (CASP), Declaration of Covenant (for septic system) and electric distribution lines

*Include an owner signed “willing seller” letter or real estate listing and attach with application.

**Attach Preliminary Title Report

4. TYPE OF INTEREST:

Please describe the type of interest contemplated for the acquisition process:

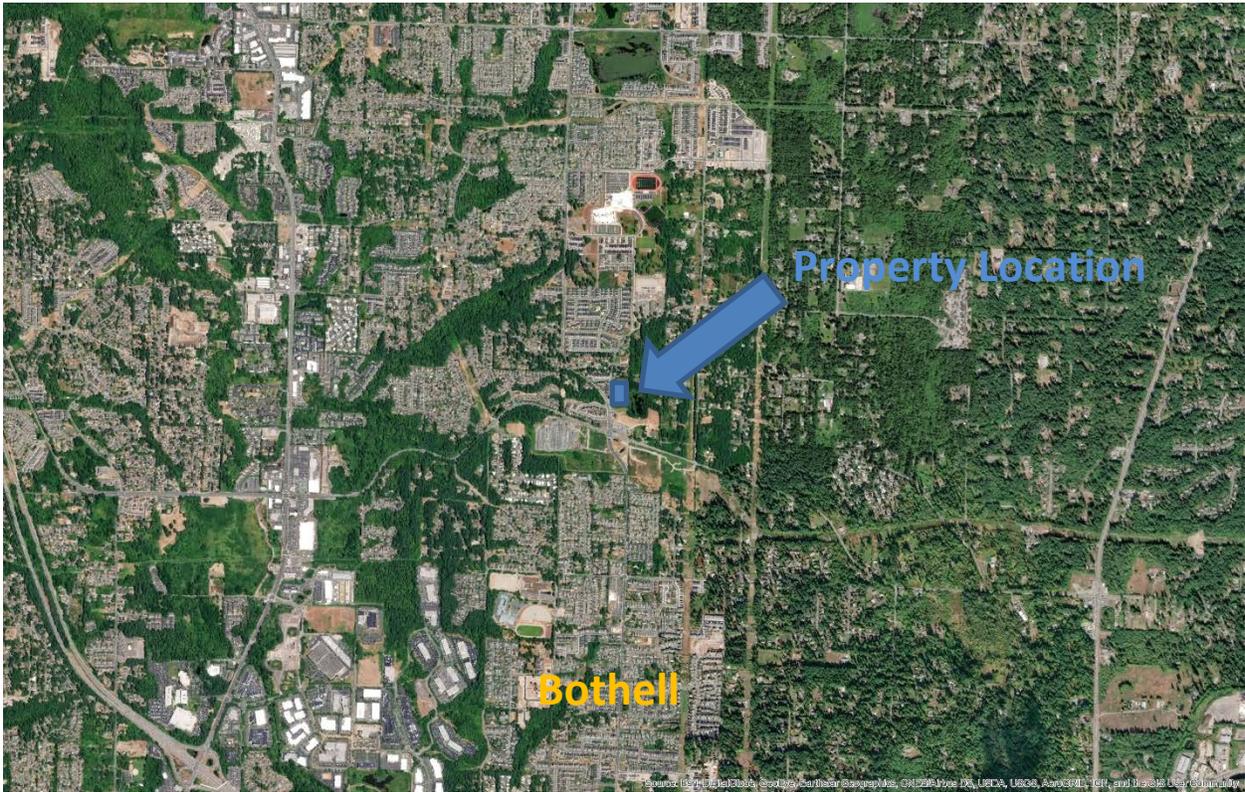
Warranty Deed **X** *Easement ____ **Other ____

*Please note that acquired easements must comply with the intent of the Conservation Futures Program and the text must be preapproved by Snohomish County staff listed within the Staff Contact Section if alternate language is proposed.

**If ‘Other,’ please explain:

5. PROJECT/SITE DESCRIPTION:

The proposed acquisition is for 4.36 acres located in the rapidly growing area of southwest Snohomish County (see attached Vicinity Map). The property is ideally located for a park, as it is adjacent to new development, is within an area that could anticipate additional growth and is located near the Urban Growth Area (UGA) boundary in an area that has been contemplated for UGA expansion. The property contains a large pond and would be ideal for providing a “green oasis” in the middle of an urbanizing area.



Miller Pond



6. PROJECT STEWARDSHIP AND RESPONSIBILITY:

The Snohomish County Department of Parks, Recreation & Tourism (Parks) currently stewards almost 12,000 acres of land throughout the County. The Department was officially formed in 1963 and prior to that, park lands were acquired and managed through various departments in the County. Earliest park acquisitions date back to 1909 and demonstrate the commitment of Snohomish County to maintain and steward public property.

Parks has three divisions, Planning, Maintenance and Operations, all of which are dedicated to different aspects of land management. Parks staff includes professional Landscape Architects, a Soil Scientist, a Property and Real Estate Specialist, Arborists, Certified Erosion and Sediment Control Leads, an Engineer, an Archaeologist, landscape specialists, specially commissioned Rangers and maintenance specialists, all engaged in the development and implementation of sound stewardship practices. Additionally, the Parks maintenance group includes a maintenance crew specifically dedicated to natural area stewardship, with a 'Habitat Steward Lead' position created to focus on responsible stewardship of natural areas. All Parks managed properties are regularly monitored and maintained at a level appropriate for the individual site.

Snohomish County Parks strives to generate revenue to help support the Parks system and public/private partnerships are a means of increasing operational sustainability. No specific private business use is planned for the proposed acquisition but may be considered if a suitable partnership were identified that met the intent of the property and funding. Acquisition is proposed to provide a new County park in a rapidly urbanizing area. Specific plans for the

property have not yet been developed and will be based upon a public process to identify park priorities, while adhering to the intent of the Conservation Futures program and site restrictions.

7. PROJECT COST (Cost Worksheet):

Please provide a summary of project cost, utilizing the following Cost Worksheet. Indicate on the worksheet any matching funding and/or donation value provided by the project sponsor and total request for funding from the Conservation Futures program, both as a total value and as a percentage of the total project cost. Estimated total land acquisition costs must be derived from one or more of the following sources and include supporting documentation:

1. Independent appraisal*
2. Opinion of value from a qualified representative of the real estate industry
3. Valuation from recent Snohomish County property tax assessment

Describe the basis for estimate for land and improvements (1 through 3 listed above):

Opinion of value from a qualified representative of the real estate industry. If funding is allocated for this acquisition, an independent appraisal will also be completed. Please note that the assessed value of this property is listed at \$423,600 in the Assessor's Records.

*

SECTION III - COST WORKSHEET

ESTIMATE OF COSTS		
<i>Property Costs</i>	<i>Total Cost</i>	<i>Notes</i>
Land		
Improvements		
PROPERTY COSTS SUBTOTAL:	\$595,000	Opinion of value from real estate professional
Reimbursable Incidental Costs (as appropriate)		
Applicable taxes		
Appraisal review	\$1,000	
Appraisal(s)	\$5,000	
Baseline inventory		Can be completed by in-house staff
Boundary survey	\$4,000	
Closing (escrow/recording fees)	\$1,100	
Cultural resources study		Parks has an Archaeologist that will complete this work
Demolition		
Fencing		
Hazardous subsidence report	\$3,500	
Noxious weed control		
Other (Specify)		
Signage		
Title reports/insurance	\$1,700	
Wetland delineation		Already completed and documented in CASP
REIMBURSABLE INCIDENTAL COSTS SUBTOTAL:	\$16,300	
TOTAL PROJECT COST (Property and Incidental):	\$611,300	
MATCH (cash and/or donation) – deduct from total project cost*	[\$305,650]	Local park impact mitigation fees – Nakeeta Beach Area. Funds are available in current budget.
TOTAL CONSERVATION FUTURES FUNDING REQUEST:	\$305,650	
% OF TOTAL PROJECT COST REQUESTED FROM CONSERVATION FUTURES**	50%	

***Matching funds** are not a requirement; however, additional consideration may be awarded during the evaluation process for projects with matching funds. Please attach documentation describing provided match, including type and source.

SECTION IV – PROJECT REVIEW CRITERIA

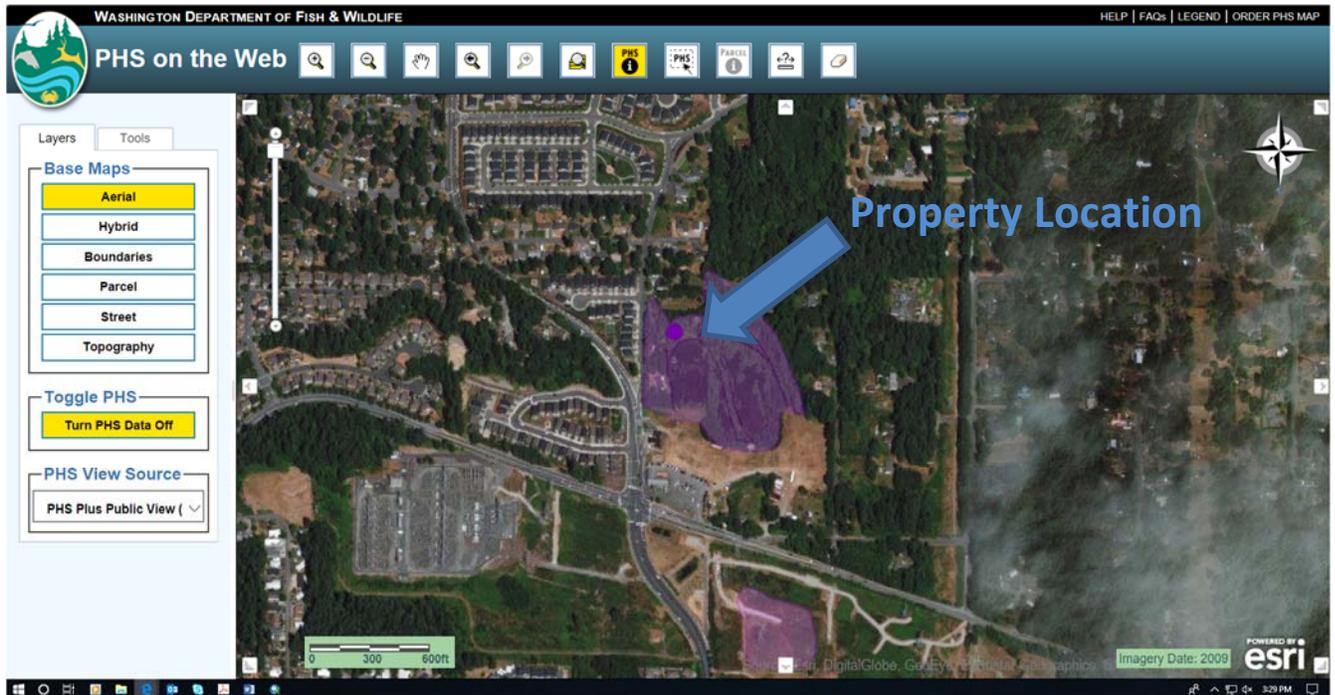
PROJECT REVIEW CRITERIA

1. To what degree does the acquired property preserve open space, farm and agricultural land and timberlands?

The proposed acquisition will ensure that Miller Pond will be held as open space and available for enjoyment by the public. If not acquired, the Miller Pond property will be sold for development and public access to the pond will be lost.

Open space, habitat and passive recreation qualities provided by this property include:

- Category 1 Wetland (documented on Critical Areas Site Plan (CASP) recorded for the property – AFN 200411120354);
- Approximately 57,000 square feet of open water;
- Identification by the Washington State Department of Fish and Wildlife of three priority habitat features on the site (Freshwater Emergent Wetland, Wetlands and Freshwater Forested/Shrub Wetland)



- Scenic values; and
- Passive recreation opportunities by making the property available to the surrounding community.

2. How does the project conserve opportunities which are otherwise threatened by development?

The property owner is actively seeking to sell the property and has engaged the services of a Realtor. At this time, the property has not been placed on the market as the owner has reached out to Snohomish County to determine interest in acquisition for a park, with potential lease back. The property owner has also discussed sale options with a number of developers, but would prefer that the property be kept as open space. If acquisition by the County were not to be completed, it is expected that the property would be placed on the general market and the property developed within the limitations of the critical areas and CASP. The area is highly desirable by developers and given development trends in the area, several new homes would be placed on the property. If development were to occur, public access to the property would be lost. The value of this site for open space and natural feature enjoyment is high, especially given the density of development in the area and pace of new home construction.



2002 Aerial



2017 Aerial

Provision of parks in the southwest UGA is a priority, as the majority of Snohomish County's population growth is centered in this area. In order to provide green space and recreation areas, land needs to be acquired to serve the new population. This site is uniquely located at the edge of growth to serve the recent population growth and also serve future growth.

3. How does the project establish trail corridors and/or natural area linkage?

The proposed acquisition contains a walking path that was specifically identified in the property CASP and therefore an allowed use. The path skirts the pond and allows for multiple locations to view the wetlands, open water and wildlife. More broadly, the property is located adjacent to a seven acre property held by Park Ridge Church, which is identified for septic system use for

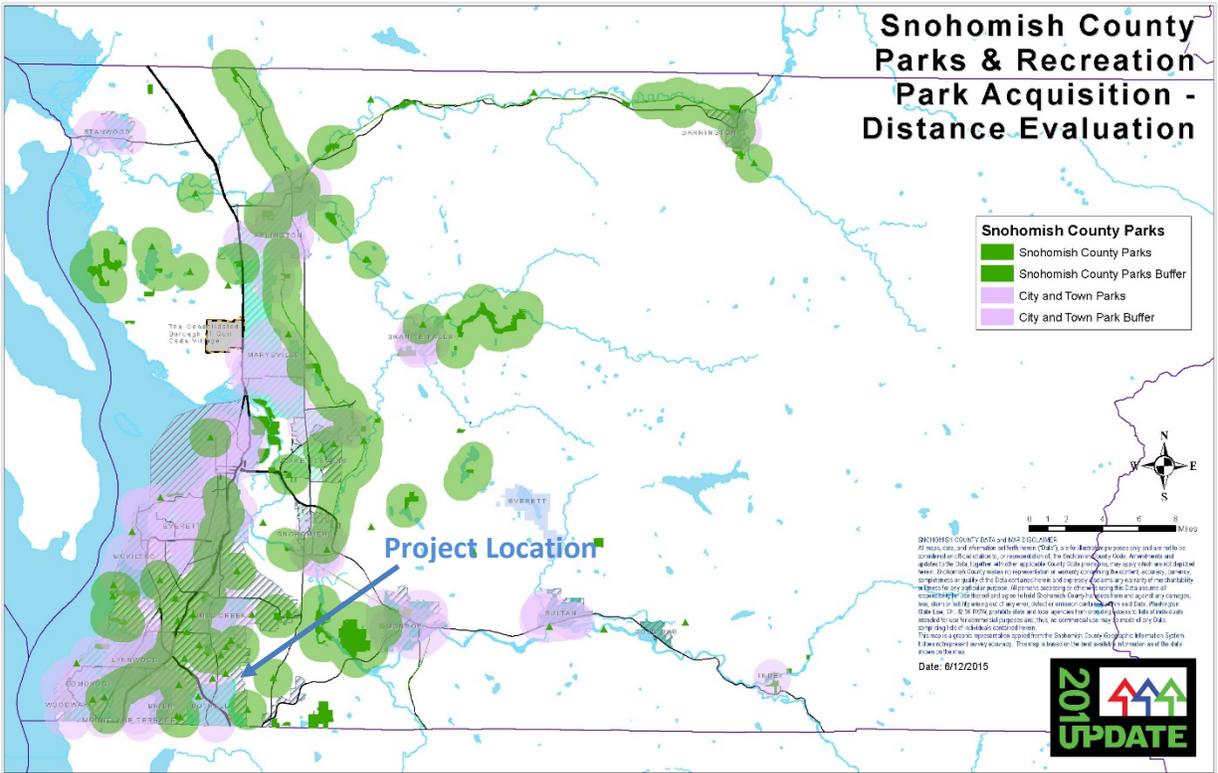
the church and which also contains a large pond and wetland area. It is assumed that the adjacent wetlands would also be classified as a Category 1 wetland, as it is a similar composition to the Category 1 wetland on the proposed acquisition. Together, these two properties provide a significant natural area for wildlife benefit.

4. How does the project comprise a portion of a continuum of projects which collectively implement a complete project or objective?

The proposed acquisition supports several County identified long-term priorities, which are contained within Snohomish County's Comprehensive Plan and which together represent the plan for Snohomish County through 2035. The Snohomish County Comprehensive Plan is updated every eight years and identifies specific tools to achieve the long-term vision for the County. The Comprehensive Plan is developed through an extensive public process including public meetings, solicitation of input via websites, Planning Commission review and final adoption by the Snohomish County Council.

The Comprehensive Plan consists of several documents and two of them are directly related to the proposed acquisition. These documents are the Snohomish County Park and Recreation Element and the Snohomish County General Policy Plan. These two documents address how acquisition of this type of property helps to realize the long range vision has been developed for Snohomish County. Specific points included in these two documents, which the proposed acquisition addresses are:

- Acquire new park facilities in areas which are greater than one mile from a city or County park facility. The northeast Bothell area, including the area where this project is located, is identified as a priority area for park acquisition. (Snohomish County Park and Recreation Element)



- Provide new recreation amenities to serve the County’s growing population by continuing to meet level-of-service standards. (Snohomish County Park and Recreation Element, Recommended Park Improvements – LOS Identified Improvements)
- Acquire and develop additional lake access park(s). (Snohomish County Park and Recreation Element, Recommended Park Improvements – Water Access)
- Provide park-based trail access. (Snohomish County Park and Recreation Element, Recommended Park Improvements – Trails)
- Provide open space and natural areas with appropriate public access to promote understanding and support of the natural environment and the benefits these lands provide. (Snohomish County General Policy Plan, Goal PR 5)
- Natural features, open space and critical areas shall be preserved to enhance neighborhood identity. (Snohomish County General Policy Plan, Policy LU 5.A.8)
- Identify and protect open space, natural and scenic resources and shoreline areas. (Snohomish County General Policy Plan, Goal LU 10)

5. How does the project enhance or complement an ongoing conservation or preservation program?

The proposed acquisition will ensure that this property is held in perpetuity as open space and for public benefit, in support of RCW 84.34.200. This acquisition meets the intent of the Conservation Futures Program by protecting “...important assets to existing and impending urban and metropolitan development...” (portion of RCW 84.34.20). The proposed acquisition

will be managed as a part of the Snohomish County parks/open space program and will provide needed recreation/open space in an underserved and rapidly growing area of the County. Snohomish County has a long history of providing site-specific management of properties held in the custody of the Snohomish County Department of Parks, Recreation & Tourism and this unique property will be conserved and managed for open space values while providing appropriate public access. As noted earlier, Parks staff includes a Habitat Steward Lead, as well as Arborists, Certified Erosion and Sediment Control Leads, Planners and other professionals experienced in completing individualized site inventories and assessments, which are then used to lead to development of management strategized to protect the natural qualities of park sites, while allowing appropriate public access to provide the opportunity to enjoy these special areas and learn about the natural features.

6. Will the project provide regional or community-wide significance?

The proposed project will provide community-wide significance by preserving open space and, importantly, the opportunity for the public to enjoy this green oasis. Because of the limited area available for any type of improvement on the property, it is envisioned that the property will primarily be accessed by foot and some limited parking will be provided. Due to these restrictions, the property is envisioned to be classified as either as a Neighborhood or Community Park, which has a maximum service area of 5 miles from the park. This is a densely populated area of the County however and use of the facility is expected to be high.

7. How does the project comply with one or more open space program policies and criteria?

As noted previously, the proposed acquisition complies with several County policies and criteria related to open space:

- Provide open space and natural areas with appropriate public access to promote understanding and support of the natural environment and the benefits these lands provide. (Snohomish County General Policy Plan, Goal PR 5)
- Natural features, open space and critical areas shall be preserved to enhance neighborhood identity. (Snohomish County General Policy Plan, Policy LU 5.A.8)
- Identify and protect open space, natural and scenic resources and shoreline areas. (Snohomish County General Policy Plan, Goal LU 10)

The Snohomish County General Policy Plan, Goal LU 10, provides further direction, related to specific types of properties that should be protected as open space and the following Objective and Policies are met by the proposed acquisition:

- | | |
|-------------------|--|
| Objective LU 10.A | Identify and preserve an integrated open space network |
| Policy LU 10.A.1 | The county shall consider the following features for inclusion in an open space system:
(a) natural or scenic resource areas; |

- (d) public and private low intensity park and recreation sites such as wildlife preserves, nature reservations, sanctuaries, or hiking, equestrian and biking trails;
- (k) lands that form open space corridors within and between urban growth areas.

8. How does the project provide multi-jurisdictional benefit?

The proposed acquisition is located within the Southwest County Urban Growth Area and is in close proximity to the City of Bothell limits. The property will be utilized by City residents, as well as County residents and could, in the future, be transferred to the City for incorporation into their open space/park system.

9. How will the project provide for public use and enjoyment?

It is planned that the property will be developed for appropriate public access. Given the limitations on developable area, it is anticipated that access will predominantly be walk in and that use will be passive enjoyment of the pond, wildlife and trail system. A full public process will be undertaken however to determine priorities of the community that the property will serve, while balancing the restrictions on the site and protection of the natural features of the property.

Development of the property for public access is not envisioned to happen immediately as a condition of property acquisition is expected to be establishment of a lease-back option for the current property owner. The owner is in her mid-eighties and allowing her continued habitation on the property will allow for property conditions to be further understood and staff resources to be allocated for future, full site planning and following public access.

10. Does this project represent a unique or special opportunity?

Yes. The proposed acquisition is not currently on the market and we have the opportunity to preserve this beautiful, open space for access by the rapidly growing neighborhood. If we are unable to acquire the property, it is anticipated that it will be placed on the market and will be sold for development of homes, which will eliminate the possibility of public enjoyment of Miller Pond.

Other Criteria:

For each question, please respond yes or no and provide supporting information.

A. Does the project comprise an entire project?

YES **X** – **There are no further acquisitions envisioned at this time for this park facility**

NO ____

B. Does the project site involve contributions from groups or agencies that will reduce the need to utilize Conservation Futures Program funds? Response should reflect entries in Cost Worksheet.

YES X – 50% match through Snohomish County Park Impact Mitigation Fees is proposed.

NO ____

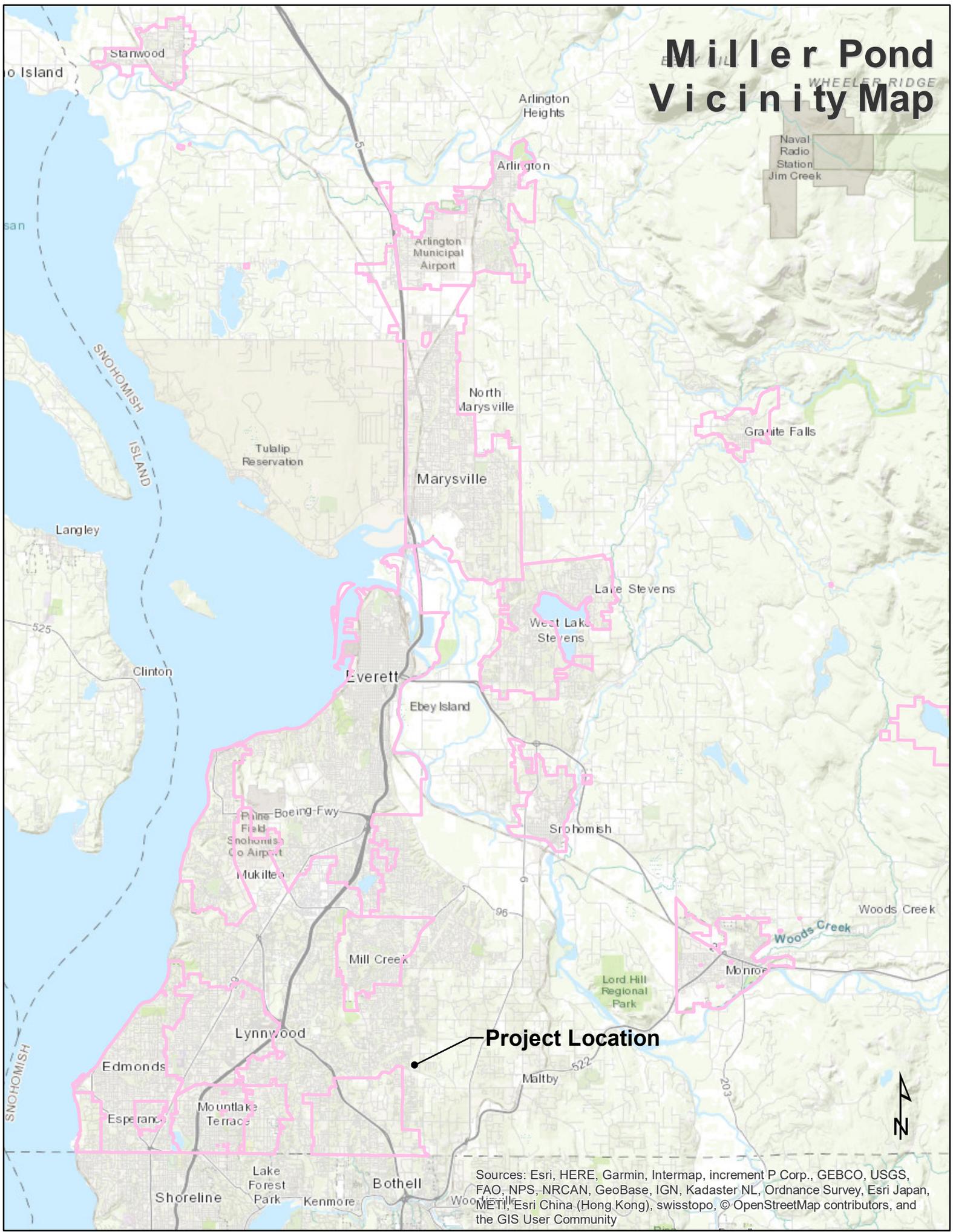
C. Is the project sponsor prepared to provide long-term stewardship for the proposed project? Response should reiterate narrative provided under question 6 of Section II.

YES X – Snohomish County Parks has a long history of stewardship of properties in its custody. We have the skills and staff needed to effectively manage the proposed acquisition.

NO ____

D. (No response needed) The CFPAB will also evaluate how proposed projects compare with existing Conservation Futures funded sites and give higher consideration to project proposals in underserved regions of the county.

Miller Pond Vicinity Map



Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, © OpenStreetMap contributors, and the GIS User Community

SITE PHOTOS



SITE PHOTOS



SITE PHOTOS



SITE PHOTOS



SITE PHOTOS





COMMONWEALTH LAND TITLE INSURANCE COMPANY COMMITMENT FOR TITLE INSURANCE

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Commonwealth Land Title Insurance Company, a Florida corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Countersigned by:

Authorized Countersignature

Rainier Title, LLC
Company Name

Everett, WA
City, State

Fidelity National Title Insurance Company

By:

ATTEST

President

Secretary

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II— Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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Page 1

AMERICAN
LAND TITLE
ASSOCIATION



COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements; and
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.

This page is only a part of a 2016 ALTA[®] Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II— Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

Issued by:

COMMONWEALTH LAND TITLE INSURANCE COMPANY

NOTE: THE POLICY COMMITTED FOR MAY BE EXAMINED BY INQUIRY AT THE OFFICE OF
RAINIER TITLE
2722 Colby Ave; Suite 125, Everett, WA 98201

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252-2029.

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**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE A**

ISSUED BY RAINIER TITLE AGENT FOR
COMMONWEALTH LAND TITLE INSURANCE COMPANY

Transaction Identification Data for reference only:

Issuing Agent: Rainier Title, LLC

ALTA Universal ID: 1114318

File Number: 752759RT

Property Address: 20121 Jewell Road, Bothell, WA 98012

Revision Number:

The Title Team

2722 Colby Avenue, Suite 125

Everett, WA 98201

Toll Free: (888) 929-1999

Snohomish: (425) 551-5501

Fax: (425) 339-2491

Email: thetitleteam@rainiertitle.com

SCHEDULE A

1. Commitment Date: April 2, 2019

2. Policy or Policies to be issued:

ALTA Standard Coverage Owner's Policy

(06/2006)

Rate: CW Owners Standard

Discount: None

Amount:

Premium:

Sales Tax:

To Be Determined

To Be Determined

To Be Determined

Proposed Insured: Snohomish County, a political subdivision of the State of Washington

3. The estate or interest in the Land described or referred to in this Commitment is:

FEE SIMPLE

4. Title to the estate or interest in the Land is at the Commitment Date vested in:

Carol A. Miller, as a separate estate

5. The Land is described as follows: See attached Exhibit A

Brenda McCoy,

Executive Vice President of Title

By:

COMMONWEALTH LAND TITLE INSURANCE COMPANY

Agent Signature

Agent Number: 140758.1.81.47

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*Schedule A – ALTA® Commitment for Title Insurance (8/1/16)
Form: C.GU.1002*





**ALTA COMMITMENT FOR TITLE INSURANCE
COMMITMENT - EXHIBIT A**
ISSUED BY RAINIER TITLE AGENT FOR
COMMONWEALTH LAND TITLE INSURANCE COMPANY

File No.: 752759RT

EXHIBIT 'A'

The North half of the East half of the East half of the Southwest quarter of the Northwest quarter of Section 21, Township 27 North, Range 5 East, W.M., in Snohomish County, Washington;
EXCEPT the North 108 feet thereof, pursuant to Survey recorded under Recording No. 8605195005;

Together with commencing at the Northwest corner of said East half of the Southwest quarter of the Northwest quarter;
Thence South 00°03'08" East 92.10 feet along the West line of said East half of the East half, to the True Point of Beginning;
Thence continue South 00°03'08" East 15.91 feet to the Northwest corner of that tract delineated on that Survey recorded under Recording No. 8605195005, in Volume 22 of Surveys, page 253, records of Snohomish County, Washington;
Thence North 89°15'59" East 333.72 feet to the Northeast corner of said Tract;
Thence North 00°05'29" West 13.20 feet to intersect the Easterly extension of an existing fence, South 89°43'47" West 333.69 feet along said fence and extensions thereof, to the True Point of Beginning.

Situate in the County of Snohomish, State of Washington.

This page is only a part of a 2016 ALTA[®] Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II— Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

*Exhibit A – ALTA[®] Commitment for Title Insurance (8/1/16)
Form: C.G.U.1002*

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**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE B PART I**
ISSUED BY RAINIER TITLE AGENT FOR
COMMONWEALTH LAND TITLE INSURANCE COMPANY

File No.: 752759RT

SCHEDULE B, PART I

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Effective January 1, 1997, and pursuant to amendment of Washington state statutes relating to standardization of recorded documents, the following format and content requirements must be met. Failure to comply may result in rejection of the document by the recorder.

First page or cover sheet:

3" top margin containing nothing except the returned address.

1" side and bottom margins containing no markings or seals

Title(s) of documents

Recording no. of any assigned, released or referenced document(s).

Grantors names (and page no. where additional names can be found).

Grantees names (and page no. where additional name can be found).

Abbreviated legal description (Lot, Block, Plat Name or Section, Township, Range and Quarter, Quarter Section for unplatted). Said abbreviated legal description is not a substitute for a complete legal description which must also appear in the body of the document.

Assessor's tax parcel number(s).

Return address (in top 3" margin).

****A cover sheet can be attached containing the above format and data if the first page does not contain all required data**

Additional Pages:

1" top, side and bottom margins containing no markings or seals

All Pages:

No stapled or taped attachments. Each attachment must be separate page. All notary and other pressure seal must be smudged for visibility. Font size of 8 points or larger.

END OF SCHEDULE B PART I

This page is only a part of a 2016 ALTA[®] Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II— Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

*Schedule B-I-Requirements – ALTA[®] Commitment for Title Insurance (8/1/16)
Form: C.GU.1002*





**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE B PART II**
ISSUED BY RAINIER TITLE, AGENT FOR
COMMONWEALTH LAND TITLE INSURANCE COMPANY

File No.: 752759RT

General Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

- A. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
- B. Defects, liens, encumbrances, adverse claims or other matters, if any, create, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this commitment.

Schedule B Exceptions appearing in ALTA Owner's Policy (6/17/06)–Standard Coverage and ALTA Loan Policy (6/17/06)–Standard Coverage:

- 1. Taxes or assessments which are not shown as existing liens by the public records.
- 2. (i) Unpatented mining claims; (ii) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (iii) water rights, claims or title to water; whether or not the matters described in (i), (ii), & (iii) are shown in the public records; (iv) Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.
- 3. Rights or claims of parties in possession not shown by the public records.
- 4. Easements, claims of easements or encumbrances which are not shown by the public records.
- 5. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey and inspection of the premises and which are not shown by the public records.
- 6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
- 7. Any service, installation, connection, maintenance, tap, capacity, construction or reimbursement charges for sewer, water, electricity or other utilities, or for garbage collection and disposal.
- 8. Any titles or rights asserted by anyone, including but not limited to persons, corporations, governments, or other entities, to tidelands, or lands comprising the shores or bottoms of navigable rivers, lakes, bays, ocean or gulf, or lands beyond the line of the harbor or bulkhead lines as established or changed by the United States Government, or riparian rights, if any.
- 9. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.

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**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE B PART II**
ISSUED BY RAINIER TITLE, AGENT FOR
COMMONWEALTH LAND TITLE INSURANCE COMPANY

File No.: 752759RT

General Exceptions Continued

Schedule B Exceptions appearing in ALTA Owner's Policy (6/17/06)—Extended Coverage:

1. Taxes or assessments which are not shown as existing liens by the public records.
2. (i) Unpatented mining claims; (ii) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (iii) water rights, claims or title to water; whether or not the matters described in (i), (ii), & (iii) are shown in the public records; (iv) Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.
3. Any service, installation, connection, maintenance, tap, capacity, construction or reimbursement charges for sewer, water, electricity or other utilities, or for garbage collection and disposal.
4. Any titles or rights asserted by anyone, including but not limited to persons, corporations, governments, or other entities, to tidelands, or lands comprising the shores or bottoms of navigable rivers, lakes, bays, ocean or gulf, or lands beyond the line of the harbor or bulkhead lines as established or changed by the United States Government, or riparian rights, if any.
5. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.

Schedule B Exceptions appearing in ALTA Loan Policy (6/17/06) and ALTA Homeowner's Policy Of Title Insurance (12/02/13)

1. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.

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**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE B PART II**
ISSUED BY RAINIER TITLE AGENT FOR
COMMONWEALTH LAND TITLE INSURANCE COMPANY

File No.: 752759RT

Special Exceptions:

- 1. Payment of real estate excise tax, if required, pursuant to the authority of RCW Chapter 82.45, and subsequent amendments thereto.

The property described herein is situated within the boundaries of local taxing authority of Unincorporated Snohomish County. As of the effective date herein, the real estate excise tax rate is 1.78%.

- 2. General taxes and charges: 1st half delinquent May 1, if not paid; 2nd half delinquent November 1, if not paid.

Year: 2019
Amount billed: \$4,443.20
Amount paid: \$0.00
Amount unpaid: \$4,443.20
Tax Account No.: 27-0521-002-024-00

Levy code: 04138
Use Code: 118
Assessed value of land: \$325,300.00
Assessed value of improvements: \$98,300.00

Based on the Treasurer's records, the name and address of the last taxpayer/owner is:

Carol A. Miller
20121 Newell Road
Bothell, WA 98012-7401

- 3. The Snohomish County Tax Roll discloses that a mobile home is situate on the land herein described and may be taxed under personal property taxes. Inquiry must be made for correct payment amount and procedure.
Phone No.: 425-388-3307

- 4. The legal description submitted has been modified to comply with the public records and to reflect the parties presumed intent. Closing instructions must indicate that the legal description has been reviewed and approved by all parties to this transaction.

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5. If a mobile home is located on this property, it will be excepted from the legal description and not insured by the policy unless the Certificate of Title is eliminated and the mobile home is converted to real property as required by Chapter 65.20 of the Revised Code of Washington, effective March 1, 1990.

To eliminate the Certificate of Title, a "Manufactured Home Application – Title Elimination" form should be obtained from the Department of Licensing. The application must be signed by the registered and legal owners of the mobile home, the owner of the land (usually the same as the registered owner), and the city or county building permit office; approved by the Department of Licensing; and recorded. All taxes must be paid and proof of payment must be given to the department.

Fees: The State of Washington Department of Licensing charges fees for processing a "Manufactured Home Application – Title Elimination" and for processing a change of ownership for a mobile home. The Department of Planning and Development Services (PDS) also charges a fee to approve any request for title elimination. Additional fees may apply. Please call your title company recorder for information regarding such additional fees.

6. We find no pertinent matters of record against the name(s) of the vested owners.
7. We find no conveyances within the last 36 months.

NOTE: The Recording No. of the last recorded deed of record is: [200102070027](#).

8. The land described in this commitment appears to be residential in nature and may be subject to the provisions of RCW 6.13.060 (Homestead Statute), if the land is occupied as a primary residence. If the land is occupied as a primary residence, all instruments conveying or encumbering the land must be executed by each spouse, individually, or by an attorney-in-fact. In the event the Company receives instruments that are not joined by the non-owning spouse with possible homestead rights, the Company may be unable to record or to insure the transaction.
9. The names of the proposed insured were not furnished in the application for title insurance, and when disclosed, the commitment will be subject to such matters as may be found by a search of the records against said names.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

10. Easement and the terms and conditions thereof:
Grantee: Puget Sound Power & Light Company
Purpose: Electric transmission and/or distribution line(s)
Area affected: a portion of said premises
Recorded: July 30, 1937
Recording No.: [606287](#)
11. Matters set forth by survey:
Recorded: May 19, 1986
Recording No.: [8605195005](#)
12. Matters set forth by survey:
Recorded: November 20, 1987
Recording No.: [8711205002](#)
13. Declaration of Covenant and the terms and conditions thereof:
Recorded: May 10, 2004
Recording No.: [200405100053](#)

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14. Critical Areas Site Plan and the terms and conditions thereof:
Recorded: September 15, 2004
Recording No.: [200409150463](#)

15. Critical Areas Site Plan and the terms and conditions thereof:
Recorded: November 12, 2004
Recording No.: [200411120354](#)

End of Special Exceptions

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**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE B PART II CONTINUED**
ISSUED BY RAINIER TITLE AGENT FOR
COMMONWEALTH LAND TITLE INSURANCE COMPANY

File No.: 752759RT

Schedule B Part II Continued

- A. The legal description contained herein has been derived from information submitted with the application and as available from the record title. Said description should be carefully reviewed to assure it meets the intention of the parties to this transaction.
- B. Any maps, plats or surveys attached to this commitment are provide solely for informational purposes and to assist in locating the property with reference to streets and other parcels. While it is believed to be correct, Rainier Title, LLC/Commonwealth Land Title Insurance Company, assumes no liability for any loss occurring by reason of reliance thereon.
- C. This office conforms to the Federal Privacy Laws. Please see attached Privacy Policy Notice
- D. Abbreviated Legal Description: Ptn SW 1/4 of NW 1/4 of STR 21-27-5
- E. Property Address 20121 Jewell Road, Bothell, WA 98012
- F. Investigation should be made to determine if there are any service, installation, maintenance or construction charges for sewer, water, telephone, gas, electricity or garbage and refuse collection.
- G. To help conserve natural resources, we will automatically issue the forthcoming original policy(ies) electronically. Please provide us with a current e-mail address for the new owner and/or lender prior to closing or by emailing thetitleteam@rainiertitle.com. A hard copy version may be issued upon request.
- H. Notice: Please be aware that due to the conflict between federal and state laws concerning cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

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**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE B PART II CONTINUED**
ISSUED BY RAINIER TITLE AGENT FOR
COMMONWEALTH LAND TITLE INSURANCE COMPANY

RECORDING

We electronically record our files with the county. Please make excise tax checks payable to Rainier Title. Recording packages received with excise payable to the county will not be recorded the same day and will be walked on the following business day if released after the hard recording times below.

Documents for Snohomish County should be delivered to our Everett office at 2722 Colby Avenue, Suite 125, Everett, WA 98201.

Documents for King County should be delivered to our Seattle office at 1501 4th Avenue, Suite 301, Seattle, WA 98101.

Documents for Pierce County should be delivered to our University office at 3560 Bridgeport Way W., Suite 2F, University Place, WA 98466

Documents for Thurston County should be delivered to our University office at 3560 Bridgeport Way W., Suite 2F, University Place, WA 98466

Last Release Times:

	E-Record	Hard Record
King :	3:30pm	1:30pm
Pierce:	3:45pm	2:00pm
Snohomish:	3:30 pm Mon. - Thurs., 2:30 pm Fri.	2:00pm Mon. – Thurs., 1:00pm on Friday
Thurston:	4:00pm for Deeds of Trust only	12:00pm

Recording Fees charged by the county will be billed as follows:

Deeds of Trust: \$100.00 for the first page and \$1.00 for each additional page.

Deeds: \$99.00 for the first page and \$1.00 for each additional page.

Please add \$4.50 per document for electronic recording.

Pierce County also charges an extra \$0.50 banking fee on excise E-Recording transactions. Please include this fee in your excise check.

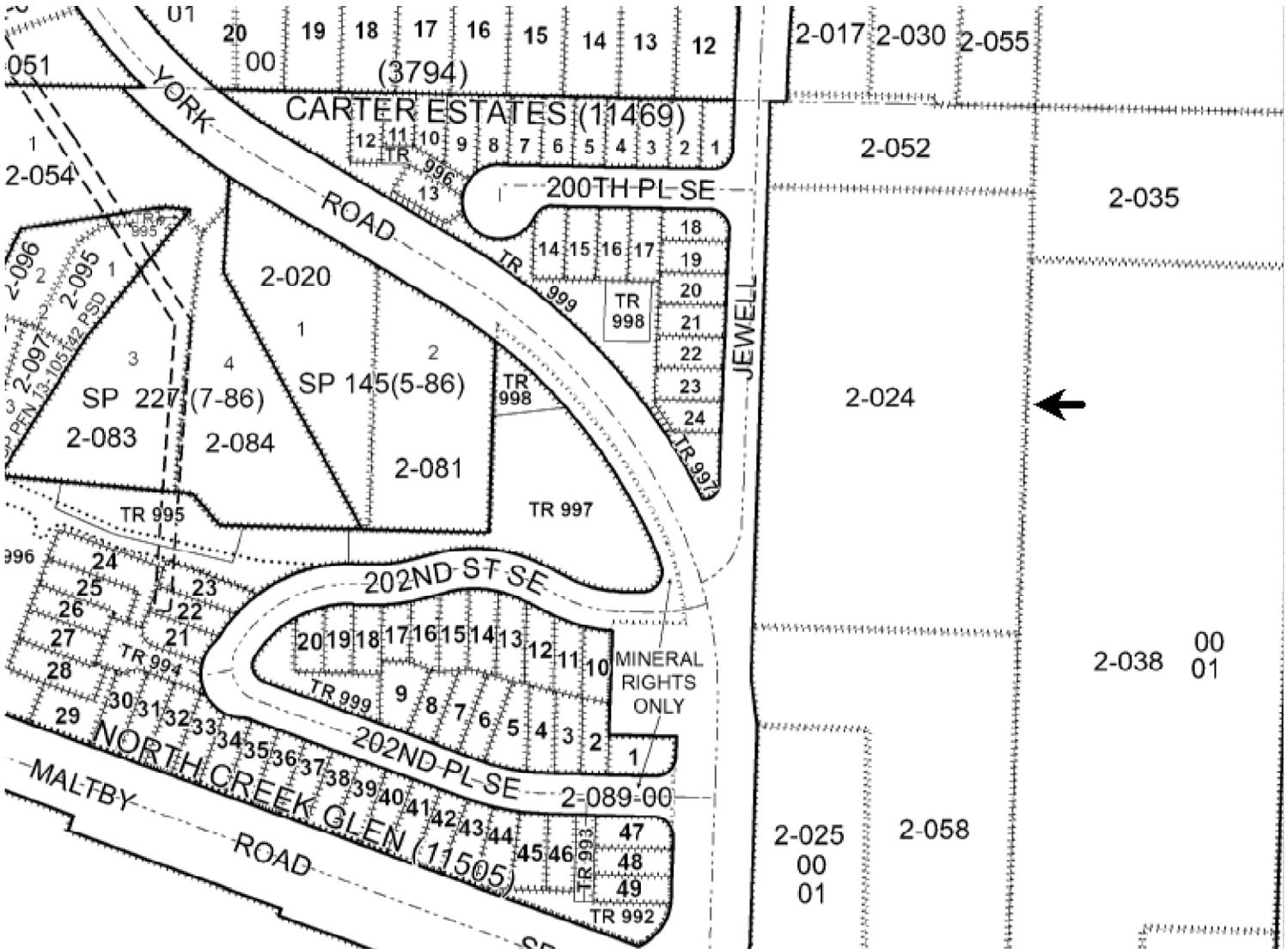
\$1.00 return mail fee for Snohomish County documents that are hard recorded.

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File Number: 752759RT



This sketch is provided without charge, for your information. It is not intended to show all matters related to the property including, but not limited to: area, dimensions, easements, encroachments or location of boundaries. It is not a part of, nor does it modify, the commitment/policy to which it is attached. The Company assumes NO LIABILITY for any matter related to this sketch. Reference should be made to an accurate survey for further information.

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FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, “FNF”, “our” or “we”) respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

Types of Information Collected

We may collect two types of information from you: Personal Information and Browsing Information.

Personal Information. FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver’s license, passport, and other government ID numbers);
- financial account information; (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

Browsing Information. FNF may automatically collect the following types of Browsing Information when you access an FNF website, online service, or application (each an “FNF Website”) from your Internet browser, computer, and/or mobile device:

- Internet Protocol (or IP) address or operating system;
- Browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

How Personal Information is Collected

We may collect Personal Information about you from:

- information we receive from you on applications or other forms;
- information about your transactions with FNF, our affiliates or others; and
- information we receive from consumer reporting agencies and/or government entities, either directly from these entities or through others.

How Browsing Information is Collected

If you visit or use an FNF Website, Browsing Information may be collected during your visit. Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, trouble shooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a “cookie” may be sent to your computer. A Cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer’s hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to “Do Not Track” features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to other websites. FNF is not responsible for the privacy practices or the content of any of those other websites. We advise you to read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and third parties' products and services, jointly or independently.

When Information Is Disclosed

We may make disclosures of your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such a disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Please see “**Choice With Your Information**” to learn the disclosures you can retract.

Security of Your Information

We maintain physical, electronic and procedural safeguards to guard your Personal Information. We limit access to nonpublic personal information about you to employees who need to know that information to do their job. When we provide Personal Information to others as discussed in this Privacy Notice, we expect that they process such information in the compliance with our Privacy Notice and in compliance with applicable privacy laws.

Choices With Your Information

If you do not want FNF to share your information with our affiliates to directly market to you, you may send an “opt out” request by email, phone, or physical mail as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information and Browsing Information with nonaffiliated third parties, except as permitted by California law.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information and Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

Information From Children

The FNF Websites are meant for adults and are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except (1) as required or authorized by contract with the mortgage loan servicer or lender, or (2) as required by law or in the good-faith belief that such disclosure is necessary to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice; Notice Changes

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The revised Privacy Notice, showing the new revision date, will be posted on the FNF Website. Each time you provide information to us following any amendment of this Privacy Notice, your provision of information to us will signify your assent to and acceptance of the terms of the revised Privacy Notice for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you submit to us in any manner that we may choose without notice or compensation to you.

Accessing and Correcting Information; Contact Us

If you have questions, would like to access or correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, send your requests via email to privacy@fnf.com, by phone to (888) 934-3354, or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

Miller Pond



Conservation Futures
Program Advisory Board
June 6, 2019

444 Miller Pond

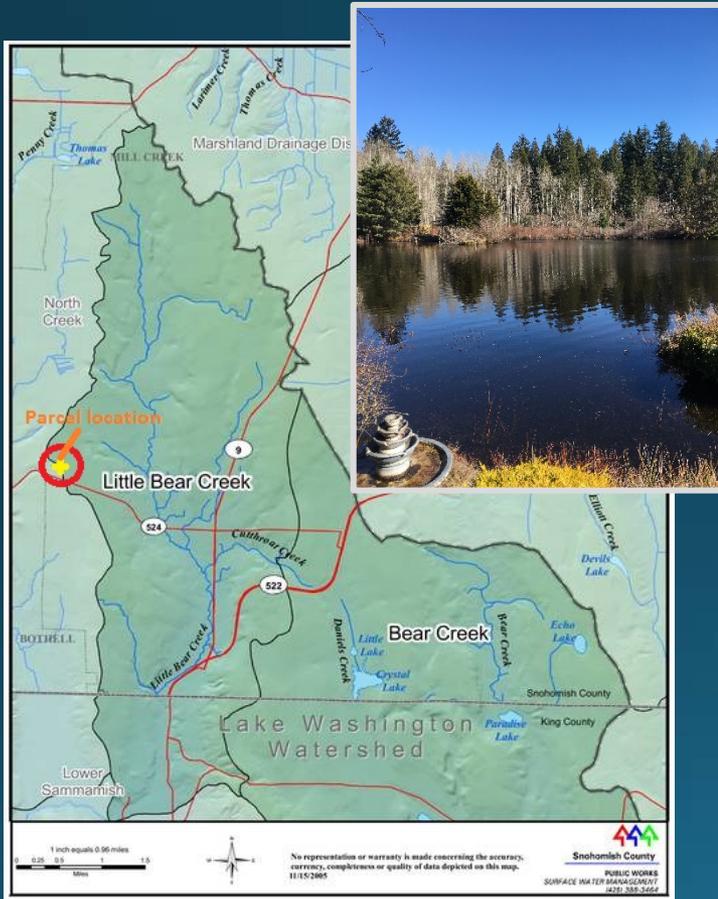


- 4.36 Acres
 - Category 1 wetland
 - Rapidly growing area
 - Unique opportunity to preserve open space
- Seeking \$305,650 for a 50/50 match



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1. To what degree does the acquired property preserve open space, farm and agricultural land and timberlands?



- Category 1 Wetland - 57,000 sf open water
- 3 priority habitat features mapped on property
- Headwaters of Little Bear and Bear creeks
- Quality scenic value in urban area
- Passive recreation opportunities



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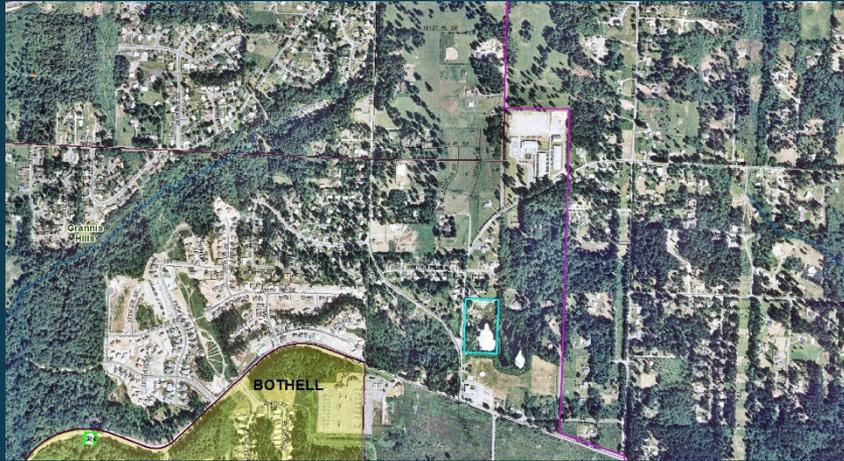
2. How does the project conserve opportunities which are otherwise threatened by development?



- Owner seeking to sell
- Zoned R-7,200
- Rapidly developing area
- Development eliminates potential public access
- Tambark Creek Park = 2 mile walk
- Silver Creek Park = 2.4 mile walk



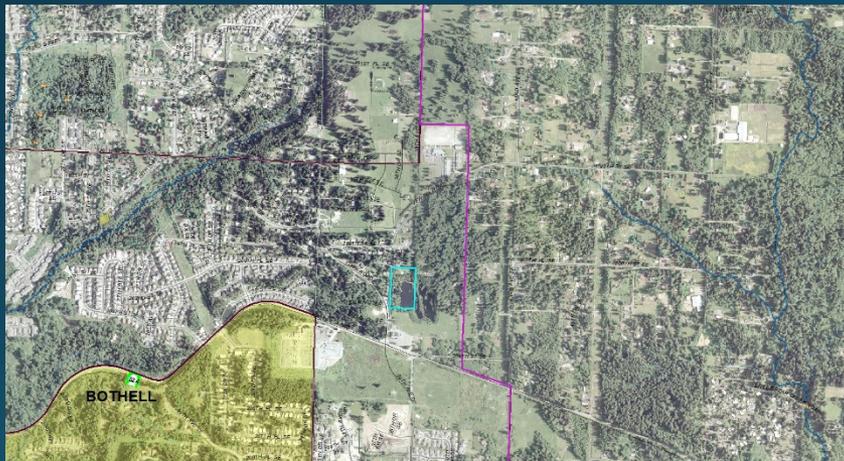
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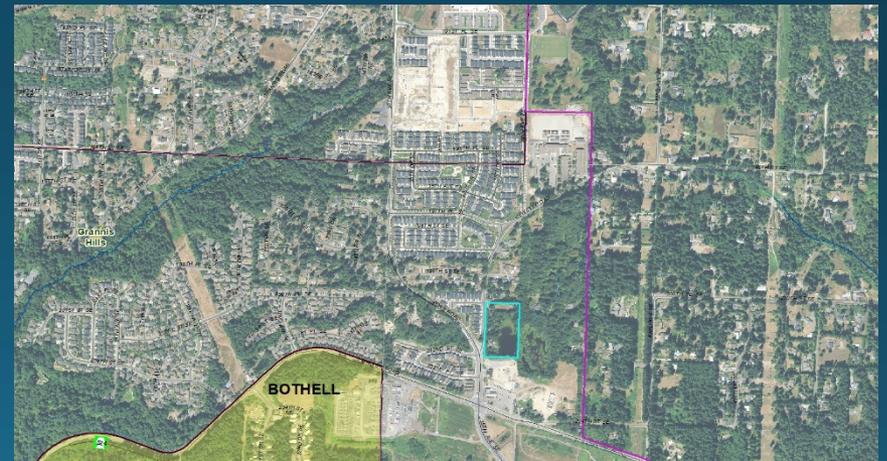
1996 Aerial Imagery



2012 Aerial Imagery



2002 Aerial Imagery



2018 Aerial Imagery



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3. How does the project establish trail corridors and/or natural area linkage?

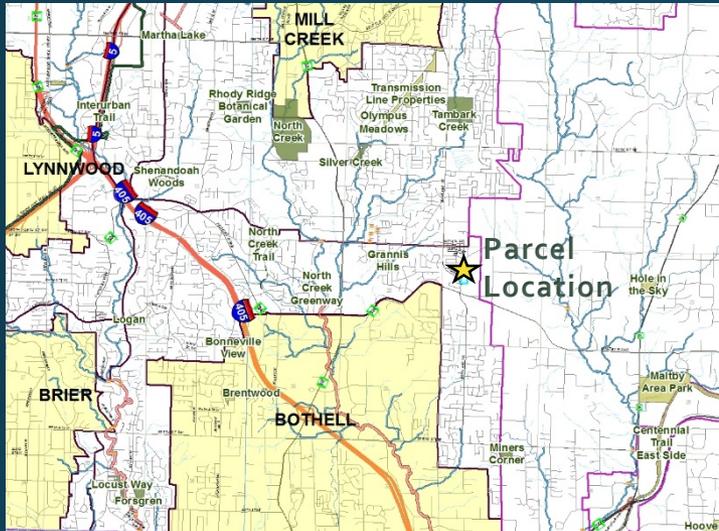


- Existing soft surface trail could be expanded
- Adjacent wetlands provide larger natural/habitat area



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4. How does the project comprise a portion of a continuum of projects which collectively implement a complete project or objective?



Long-range County priorities:

- Acquire new park facilities > 1 mi. from a city or County park facility
- Provide new recreation amenities
- Acquire and develop additional lake access park(s)
- Provide park-based trail access.
- Provide open space and natural areas with appropriate public access
- Preserve Natural features, open space and critical areas to enhance neighborhood identity
- Identify and protect open space, natural and scenic resources and shoreline areas



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5. How does the project enhance or complement an ongoing conservation or preservation program?



- Meets Conservation Futures Program intent
- Managed as a part of the Snohomish County parks/open space program
- Provides needed recreation/open space in an underserved area
- Conserved and managed for open space values while providing appropriate public access
- Parks staff have skills necessary to protect and enhance property

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6. Will the project provide regional or community-wide significance?



- Provides community-wide significance by preserving open space
- Located in a densely populated area
- Use of the facility is expected to be high



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7. How does the project comply with one or more open space program policies and criteria?



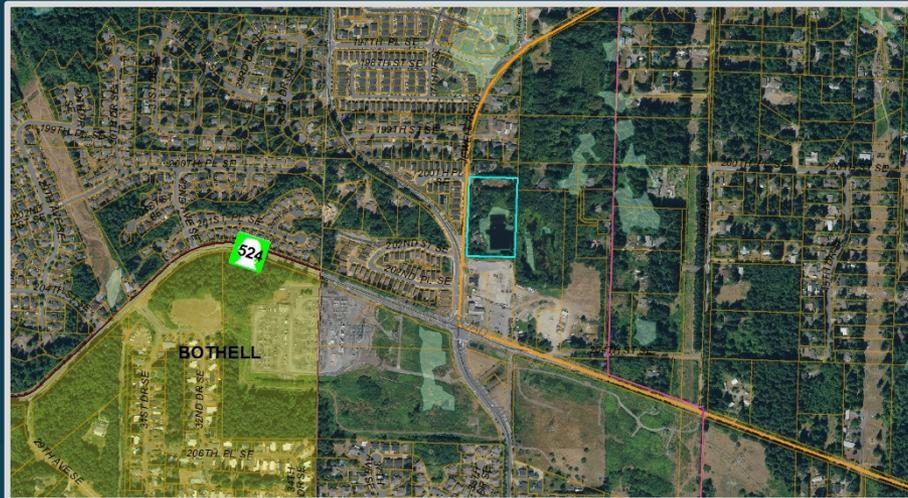
- GPP Goal PR5 - Provide open space and natural areas with appropriate public access to promote understanding and support of the natural environment and the benefits these lands provide.
- GPP Policy LU 5.A.8 - Natural features, open space and critical areas shall be preserved to enhance neighborhood identity.
- GPP Goal LU 10 - Identify and protect open space, natural and scenic resources and shoreline areas.
 - Objective LU 10.A - Identify and preserve an integrated open space network
 - Fits Policy LU 10.A.1 objectives





444 Miller Pond

8. How does the project provide multi-jurisdictional benefit?



- Within 1/2 mile of Bothell city limits
- Can be utilized by City residents and County residents
- Potential for future transfer to the City



Miller Pond

9. How will the project provide for public use and enjoyment?



- Developed for appropriate public access
- Public process to determine priorities
- Potential owner lease-back may be part of acquisition
 - Allows property assessment and allocates resources for full site planning and public vision

444 Miller Pond

10. Does this project represent a unique or special opportunity?



- Not currently on the market
- Opportunity to preserve open space for access by the rapidly growing neighborhood.
- Future residential development eliminates public access to Miller Pond

Miller Pond

Thank you!

Attachment I – City of Everett, Clark Property Acquisition

SNOHOMISH COUNTY CONSERVATION FUTURES PROGRAM

APPLICATION FOR CONSERVATION FUTURES FUNDS

PROJECT NAME: CLARK PROPERTY ACQUISITION

PROJECT SPONSOR: CITY OF EVERETT

APPLICATION NO. (TO BE ASSIGNED BY STAFF): CF19-06

SUBMITTAL CHECKLIST

CHECKLIST OF REQUIRED DOCUMENTS

The following documents should be submitted with the completed application. Please organize required documents in the order below and provide eight double sided color copies of the complete grant application as well as one “.pdf” copy (on disk or via email). Additional documents beyond what are listed here may be included at the discretion of the applicant.

No.	Type of Document Attached	Check if Included
1	Title Page/Submittal Checklist	X
2	I. Applicant Information	X
3	II. Project Background (including willing seller letter, Preliminary Title Report, site vicinity map and aerial photograph)	X
4	III. Cost Worksheet (included in general project information)	X
5	IV. Project Review Criteria responses	X
6	Any other supporting documents (please list below)	
7	Clark Property Site Vicinity Showing Relationship to Existing Site	X
8	Madison – Morgan Stewardship Plan	X
9		
10		

SECTION I – APPLICANT INFORMATION

1. PROJECT TITLE: Clark Property Acquisition

2. AMOUNT REQUESTED (from Cost Worksheet) _____

3. PROJECT SPONSOR: City of Everett

Address: 802 E Mukilteo Blvd. Everett, WA 98203

Sponsor is: Unit of Local Government: City

Private/Non-Profit Agency*: _____

*Eligible per [RCW 84.34.250](#)

4. CONTACT PERSON:

Name: Mark Harrison Title: Parks Planning & Capital
Development Manager

Address: 802 E. Mukilteo Blvd. Everett, WA 98203

Phone: 425 257-8378 Cell Phone: _____

Email Address: Mharrison@everettwa.gov

SECTION II – PROJECT INFORMATION

1. PROJECT LOCATION:

Address: 518 Madison St., Everett WA. 98203-4441

Section: 07 Township: 08 Range: 05

Assessor Tax Account Number(s): 00393300001501

Property Legal Description (full legal if available): The East 50 feet of Lot 15, Beverly Hills Division No. 5, according to the plat thereof recorded in Volume 11 of Plats, page 70, records of Snohomish County, Washington; Situate in the County of Snohomish, State of Washington.

2. EXISTING CONDITIONS:

Number of Parcels: 1 Total Acres: .34

Addition to Existing Site: YES ___ NO X If yes, which site: _____

Current Zoning: 111 Single Family Residential

List Existing Structures/Facilities: Single Residence / 480 SF

Current Use: Single Residence

Waterfront? (name of body of water): No

Shoreline? (lineal ft.): No

Owner of Tidelands/Shoreline (State or private): No

3. CURRENT OWNERSHIP:

Current Owner(s): Jon R Clark

Is the property owner a willing seller? YES* NO

Summary of Property Encumbrances Identified in Preliminary Title Report**: NO Encumbrances

*Include an owner signed "willing seller" letter or real estate listing and attach with application.

**Attach Preliminary Title Report

4. TYPE OF INTEREST:

Please describe the type of interest contemplated for the acquisition process:

Warranty Deed *Easement **Other

*Please note that acquired easements must comply with the intent of the Conservation Futures Program and the text must be preapproved by Snohomish County staff listed within the Staff Contact Section if alternate language is proposed.

**If 'Other,' please explain:

5. PROJECT/SITE DESCRIPTION:

Please provide a summary paragraph describing the proposed project. The paragraph should describe the intent of the acquisition and, as appropriate, significant or unique site characteristics, significant or unique site history, relationships to other properties and/or any other unique or special considerations associated with the proposal. Attach graphics illustrating the project including, at a minimum, an aerial photograph (indicating property boundaries) and vicinity map for the property. If the proposed acquisition adds to an existing site, please show the relationship to existing site.

In 2011, the City of Everett, utilizing the Snohomish County Conservation Futures Program, purchased the Deckmann property consisting of approximately 1.8 acres, including a small category 4 wetland and numerous mature coniferous and deciduous trees. A large neighborhood cleanup ensued including removal of invasive plantings and demolition of dilapidated out buildings. The property has since been name the Madison-Morgan Park. A walking path made of wood chips now wanders through the eastern portion of the property with a few picnic tables dispersed adjacent to the paths. Current plans are to add, before yearend, native plantings with interpretive signage and a natural gathering area for Everett citizens and local school classes to commune with nature.

The "Clark Property" is the parcel directly west and adjacent to Madison-Morgan Park. This parcel is approximately 1/3 of an acre in size with a small structure of approximately 480 SF sitting on a pier and post foundation. Mature coniferous and deciduous trees surround the small structure. City purchase of this property will allow for an expansion of

an existing natural setting within the city limits of the City of Everett.

6. PROJECT STEWARDSHIP AND RESPONSIBILITY:

Long-term maintenance of the site is a requirement for funding consideration. Please describe to what degree the sponsoring agency and/or long-term property manager is prepared to provide long-term stewardship (maintenance, management, etc.) for the proposed project site. Detail existing programs or plans that may apply to the site. In addition, please describe if there is the potential for future private business use on the site.

The City of Everett, utilizing Snohomish County Conservation Futures Program funds, currently owns the adjacent Madison-Morgan property/park land. Since the natural state of these parcels are alike, the City will provide a similar long-term stewardship plan, utilizing SEPTED guidelines, to provide a safe natural setting for public use. The City will not request the existing tenant to vacate the premises upon transfer of the property to the City.

7. PROJECT COST (Cost Worksheet):

Please provide a summary of project cost, utilizing the following Cost Worksheet. Indicate on the worksheet any matching funding and/or donation value provided by the project sponsor and total request for funding from the Conservation Futures program, both as a total value and as a percentage of the total project cost. Estimated total land acquisition costs must be derived from one or more of the following sources and include supporting documentation:

1. Independent appraisal*
2. Opinion of value from a qualified representative of the real estate industry
3. Valuation from recent Snohomish County property tax assessment

Describe the basis for estimate for land and improvements (1 through 3 listed above):

*Please note that if additional grant funds will be sought from other sources (e.g. Washington State Recreation and Conservation Office (RCO), an appraisal will be required. Additional acquisition and appraisal requirements for matching grants, administered through RCO, can be found at https://www.rco.wa.gov/documents/manuals&forms/Manual_3_acq.pdf

April 12, 2019

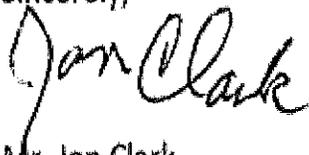
Mr. Mike Palacios, Real Property Manager
Real Properties Dept.
City of Everett
3200 Cedar Street
Everett, WA 98201

RE: Willing Seller Letter for Property Located at 518 Madison Street, Everett, WA

To whom it may concern:

I am the legal Owner of the single family detached residence located at 518 Madison Street in Everett, WA, Snohomish County Parcel Number 00393300001501. I have been in communication with Mr. Mike Palacios, Real Property Manager for the City of Everett regarding the purchase of the above-referenced property and I anticipate that I will voluntarily sell the aforementioned property to the City of Everett.

Sincerely,



Mr. Jon Clark
25119 Florence Acres Rd.
Monroe, WA 98272
[newsmomls@comcast.net \(mailto:newsmomls@comcast.net\)](mailto:newsmomls@comcast.net)
360.794.5783



COMMONWEALTH LAND TITLE INSURANCE COMPANY COMMITMENT FOR TITLE INSURANCE

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Commonwealth Land Title Insurance Company, a Florida corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Countersigned by:

Brenda Sperry
Authorized Countersignature

Rainier Title, LLC
Company Name

Everett, WA
City, State

Fidelity National Title Insurance Company

By: *Agnes M. Pina*
President

ATTEST *[Signature]*
Secretary

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II— Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.



COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements; and
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.

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- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

Issued by:

COMMONWEALTH LAND TITLE INSURANCE COMPANY

**NOTE: THE POLICY COMMITTED FOR MAY BE EXAMINED BY INQUIRY AT THE OFFICE OF
RAINIER TITLE
2722 Colby Ave; Suite 125, Everett, WA 98201**

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252-2029.

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**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE A**
ISSUED BY RAINIER TITLE AGENT FOR
COMMONWEALTH LAND TITLE INSURANCE COMPANY

Transaction Identification Data for reference only:
Issuing Agent: Rainier Title, LLC
ALTA Universal ID: 1114318
File Number: 752978RT
Property Address: 518 Madison Street, Everett, WA 98203
Revision Number:

The Title Team
2722 Colby Avenue, Suite 125
Everett, WA 98201
Toll Free: (888) 929-1999
Snohomish: (425) 551-5501
Fax: (425) 339-2491
Email: thetitleteam@rainiertitle.com

SCHEDULE A

1. Commitment Date: April 2, 2019
2. Policy or Policies to be issued:

ALTA Standard Coverage Owner's Policy
(06/2006)
Rate: CW Owners Standard
Discount: None

Amount:	To Be Determined
Premium:	To Be Determined
Sales Tax:	To Be Determined

Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below.

3. The estate or interest in the Land described or referred to in this Commitment is:
FEE SIMPLE
4. Title to the estate or interest in the Land is at the Commitment Date vested in:
Jon R. Clark, as a separate estate
5. The Land is described as follows: See attached Exhibit A

Brenda McCoy,
Executive Vice President of Title

Agent Signature
Agent Number: 140758.1.81.47

By:
COMMONWEALTH LAND TITLE INSURANCE COMPANY

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Schedule A – ALTA® Commitment for Title Insurance (8/1/16)
Form: C.G.U.1002





**ALTA COMMITMENT FOR TITLE INSURANCE
COMMITMENT - EXHIBIT A**
ISSUED BY RAINIER TITLE AGENT FOR
COMMONWEALTH LAND TITLE INSURANCE COMPANY

File No.: 752978RT

EXHIBIT 'A'

The East 50 feet of Lot 15, Beverly Hills Division No. 5, according to the plat thereof recorded in Volume 11 of Plats, page 70, records of Snohomish County, Washington;

Situate in the County of Snohomish, State of Washington.

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*Exhibit A – ALTA® Commitment for Title Insurance (8/1/16)
Form: C.GU.1002*



**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE B PART I
ISSUED BY RAINIER TITLE AGENT FOR
COMMONWEALTH LAND TITLE INSURANCE COMPANY**

File No.: 752978RT

SCHEDULE B, PART I

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Effective January 1, 1997, and pursuant to amendment of Washington state statutes relating to standardization of recorded documents, the following format and content requirements must be met. Failure to comply may result in rejection of the document by the recorder.

First page or cover sheet:

3" top margin containing nothing except the returned address.

1" side and bottom margins containing no markings or seals

Title(s) of documents

Recording no. of any assigned, released or referenced document(s).

Grantors names (and page no. where additional names can be found).

Grantees names (and page no. where additional name can be found).

Abbreviated legal description (Lot, Block, Plat Name or Section, Township, Range and Quarter, Quarter Section for unplatted). Said abbreviated legal description is not a substitute for a complete legal description which must also appear in the body of the document.

Assessor's tax parcel number(s).

Return address (in top 3" margin).

**A cover sheet can be attached containing the above format and data if the first page does not contain all required data

Additional Pages:

1" top, side and bottom margins containing no markings or seals

All Pages:

No stapled or taped attachments. Each attachment must be separate page. All notary and other pressure seal must be smudged for visibility. Font size of 8 points or larger.

END OF SCHEDULE B PART I

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*Schedule B-I-Requirements – ALTA® Commitment for Title Insurance (8/1/16)
Form: C.G.U.1002*





**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE B PART II**
ISSUED BY RAINIER TITLE, AGENT FOR
COMMONWEALTH LAND TITLE INSURANCE COMPANY

File No.: 752978RT

General Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

- A. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
- B. Defects, liens, encumbrances, adverse claims or other matters, if any, create, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this commitment.

Schedule B Exceptions appearing in ALTA Owner's Policy (6/17/06)—Standard Coverage and ALTA Loan Policy (6/17/06)—Standard Coverage:

1. Taxes or assessments which are not shown as existing liens by the public records.
2. (i) Unpatented mining claims; (ii) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (iii) water rights, claims or title to water; whether or not the matters described in (i), (ii), & (iii) are shown in the public records; (iv) Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.
3. Rights or claims of parties in possession not shown by the public records.
4. Easements, claims of easements or encumbrances which are not shown by the public records.
5. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey and inspection of the premises and which are not shown by the public records.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
7. Any service, installation, connection, maintenance, tap, capacity, construction or reimbursement charges for sewer, water, electricity or other utilities, or for garbage collection and disposal.
8. Any titles or rights asserted by anyone, including but not limited to persons, corporations, governments, or other entities, to tidelands, or lands comprising the shores or bottoms of navigable rivers, lakes, bays, ocean or gulf, or lands beyond the line of the harbor or bulkhead lines as established or changed by the United States Government, or riparian rights, if any.
9. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.

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**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE B PART II**
ISSUED BY RAINIER TITLE, AGENT FOR
COMMONWEALTH LAND TITLE INSURANCE COMPANY

File No.: 752978RT

General Exceptions Continued

Schedule B Exceptions appearing in ALTA Owner's Policy (6/17/06)—Extended Coverage:

1. Taxes or assessments which are not shown as existing liens by the public records.
2. (i) Unpatented mining claims; (ii) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (iii) water rights, claims or title to water; whether or not the matters described in (i), (ii), & (iii) are shown in the public records; (iv) Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.
3. Any service, installation, connection, maintenance, tap, capacity, construction or reimbursement charges for sewer, water, electricity or other utilities, or for garbage collection and disposal.
4. Any titles or rights asserted by anyone, including but not limited to persons, corporations, governments, or other entities, to tidelands, or lands comprising the shores or bottoms of navigable rivers, lakes, bays, ocean or gulf, or lands beyond the line of the harbor or bulkhead lines as established or changed by the United States Government, or riparian rights, if any.
5. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.

Schedule B Exceptions appearing in ALTA Loan Policy (6/17/06) and ALTA Homeowner's Policy Of Title Insurance (12/02/13)

- 1 Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.

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**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE B PART II**
ISSUED BY RAINIER TITLE AGENT FOR
COMMONWEALTH LAND TITLE INSURANCE COMPANY

File No.: 752978RT

Special Exceptions:

1. Payment of real estate excise tax, if required, pursuant to the authority of RCW Chapter 82.45, and subsequent amendments thereto.

The property described herein is situated within the boundaries of local taxing authority of the City of Everett. As of the effective date herein, the real estate excise tax rate is 1.78%.

2. General taxes and charges: 1st half delinquent May 1, if not paid; 2nd half delinquent November 1, if not paid.

Year: 2019
Amount billed: \$1,935.46
Amount paid: \$0.00
Amount unpaid: \$1,935.46
Tax Account No.: 00-3933-000-015-01

Levy code: 00010
Use Code: 111
Assessed value of land: \$163,300.00
Assessed value of improvements: \$9,600.00

Based on the Treasurer's records, the name and address of the last taxpayer/owner is:
Jon R. Clark
25119 Florence Acres Road
Monroe, WA 98272

3. The legal description in this commitment is based upon information provided with the application for title insurance and the public records as defined in the policy to issue. The parties to the forthcoming transaction must notify the title insurance company, prior to closing, if the description does not conform to their expectations.
4. We find no pertinent matters of record against the name(s) of the vested owners.
5. We find no conveyances within the last 36 months.

NOTE: The Recording No. of the Deed under which title is held is: [9010100174](#).

6. The land described in this commitment appears to be residential in nature and may be subject to the provisions of RCW 6.13.060 (Homestead Statute), if the land is occupied as a primary residence. If the land is occupied as a primary residence, all instruments conveying or encumbering the land must be executed by each spouse, individually, or by an attorney-in-fact. In the event the Company receives instruments that are not joined by the non-owning spouse with possible homestead rights, the Company may be unable to record or to insure the transaction.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II— Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.



7. The names of the proposed insured were not furnished in the application for title insurance, and when disclosed, the commitment will be subject to such matters as may be found by a search of the records against said names.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

8. All covenants, conditions, restrictions, reservations, easements or other servitudes, if any, but omitting restrictions, if any, based upon race, color, creed or national origin, disclosed by the recorded plat of [Beverly Hills Division No. 5](#).
9. Covenants, conditions, restrictions and easements but omitting restrictions, if any, based upon race, color, creed or national origin, imposed by instrument recorded on October 9, 1940, under Recording No. [684298](#).

And amendments thereto:

Recording No(s): [2035119](#)

10. Matters set forth by survey:

Recorded: November 6, 2013

Recording No.: [201311065009](#)

End of Special Exceptions

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**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE B PART II CONTINUED**
ISSUED BY RAINIER TITLE AGENT FOR
COMMONWEALTH LAND TITLE INSURANCE COMPANY

File No.: 752978RT

Schedule B Part II Continued

- A. The legal description contained herein has been derived from information submitted with the application and as available from the record title. Said description should be carefully reviewed to assure it meets the intention of the parties to this transaction.
- B. Any maps, plats or surveys attached to this commitment are provide solely for informational purposes and to assist in locating the property with reference to streets and other parcels. While it is believed to be correct, Rainier Title, LLC/Commonwealth Land Title Insurance Company, assumes no liability for any loss occurring by reason of reliance thereon.
- C. This office conforms to the Federal Privacy Laws. Please see attached Privacy Policy Notice
- D. Abbreviated Legal Description: Ptn Lot 15, Beverly Hills Div 5
- E. Property Address 518 Madison Street, Everett, WA 98203
- F. Investigation should be made to determine if there are any service, installation, maintenance or construction charges for sewer, water, telephone, gas, electricity or garbage and refuse collection.
- G. To help conserve natural resources, we will automatically issue the forthcoming original policy(ies) electronically. Please provide us with a current e-mail address for the new owner and/or lender prior to closing or by emailing thetitleteam@rainiertitle.com. A hard copy version may be issued upon request.
- H. Notice: Please be aware that due to the conflict between federal and state laws concerning cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II— Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.



**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE B PART II CONTINUED**
ISSUED BY RAINIER TITLE AGENT FOR
COMMONWEALTH LAND TITLE INSURANCE COMPANY

RECORDING

We electronically record our files with the county. Please make excise tax checks payable to Rainier Title. Recording packages received with excise payable to the county will not be recorded the same day and will be walked on the following business day if released after the hard recording times below.

Documents for Snohomish County should be delivered to our Everett office at 2722 Colby Avenue, Suite 125, Everett, WA 98201.

Documents for King County should be delivered to our Seattle office at 1501 4th Avenue, Suite 301, Seattle, WA 98101.

Documents for Pierce County should be delivered to our University office at 3560 Bridgeport Way W., Suite 2F, University Place, WA 98466

Documents for Thurston County should be delivered to our University office at 3560 Bridgeport Way W., Suite 2F, University Place, WA 98466

Last Release Times:

	E-Record	Hard Record
King :	3:30pm	1:30pm
Pierce:	3:45pm	2:00pm
Snohomish:	3:30 pm Mon. - Thurs., 2:30 pm Fri.	2:00pm Mon. – Thurs., 1:00pm on Friday
Thurston:	4:00pm for Deeds of Trust only	12:00pm

Recording Fees charged by the county will be billed as follows:

Deeds of Trust: \$100.00 for the first page and \$1.00 for each additional page.

Deeds: \$99.00 for the first page and \$1.00 for each additional page.

Please add \$4.50 per document for electronic recording.

Pierce County also charges an extra \$0.50 banking fee on excise E-Recording transactions. Please include this fee in your excise check.

\$1.00 return mail fee for Snohomish County documents that are hard recorded.

This page is only a part of a 2016 ALTA[®] Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II— Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.



FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, “FNF”, “our” or “we”) respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

Types of Information Collected

We may collect two types of information from you: Personal Information and Browsing Information.

Personal Information. FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver’s license, passport, and other government ID numbers);
- financial account information; (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

Browsing Information. FNF may automatically collect the following types of Browsing Information when you access an FNF website, online service, or application (each an “FNF Website”) from your Internet browser, computer, and/or mobile device:

- Internet Protocol (or IP) address or operating system;
- Browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

How Personal Information is Collected

We may collect Personal Information about you from:

- information we receive from you on applications or other forms;
- information about your transactions with FNF, our affiliates or or others; and
- information we receive from consumer reporting agencies and/or government entities, either directly from these entities or through others.

How Browsing Information is Collected

If you visit or use an FNF Website, Browsing Information may be collected during your visit. Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, trouble shooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a “cookie” may be sent to your computer. A Cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer’s hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to “Do Not Track” features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to other websites. FNF is not responsible for the privacy practices or the content of any of those other websites. We advise you to read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and third parties' products and services, jointly or independently.

When Information Is Disclosed

We may make disclosures of your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such a disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Please see “**Choice With Your Information**” to learn the disclosures you can retract.

Security of Your Information

We maintain physical, electronic and procedural safeguards to guard your Personal Information. We limit access to nonpublic personal information about you to employees who need to know that information to do their job. When we provide Personal Information to others as discussed in this Privacy Notice, we expect that they process such information in the compliance with our Privacy Notice and in compliance with applicable privacy laws.

Choices With Your Information

If you do not want FNF to share your information with our affiliates to directly market to you, you may send an “opt out” request by email, phone, or physical mail as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information and Browsing Information with nonaffiliated third parties, except as permitted by California law.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information and Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

Information From Children

The FNF Websites are meant for adults and are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except (1) as required or authorized by contract with the mortgage loan servicer or lender, or (2) as required by law or in the good-faith belief that such disclosure is necessary to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice; Notice Changes

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The revised Privacy Notice, showing the new revision date, will be posted on the FNF Website. Each time you provide information to us following any amendment of this Privacy Notice, your provision of information to us will signify your assent to and acceptance of the terms of the revised Privacy Notice for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you submit to us in any manner that we may choose without notice or compensation to you.

Accessing and Correcting Information; Contact Us

If you have questions, would like to access or correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, send your requests via email to privacy@fnf.com, by phone to (888) 934-3354, or by mail to:

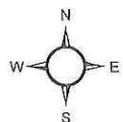
Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attn: Chief Privacy Officer



Clark Property Vicinity Map

0 250 500
Feet

04-10-2019
Source: City of Everett GIS





Clark Property

Morgan Road

Madison Street

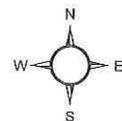
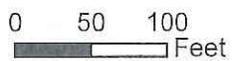
Morgan Road

Cabot Road

Clark Property Aerial Photo

04-15-2019

Source: City of Everett GIS



SECTION III - COST WORKSHEET

SECTION III - COST WORKSHEET		
ESTIMATE OF COSTS		
<i>Property Costs</i>	<i>Total Cost</i>	<i>Notes</i>
Land	268,576	Zillow +15%
Improvements	14,3758	Zillow +15%
PROPERTY COSTS SUBTOTAL:	\$282,951	
Reimbursable Incidental Costs (as appropriate)		
Applicable taxes	4566	Land + 1.7%
Appraisal review	700	Attorney
Appraisal(s)	1850	
Baseline inventory	0	
Boundary survey	850	w/ Corner Stakes
Closing (escrow/recording fees)	600	
Cultural resources study	0	
Demolition	0	
Fencing	5,000	
Hazardous subsidence report	1,200	
Noxious weed control	0	
Other (Specify)	0	
Signage	0	
Title reports/insurance	2,000	
Wetland delineation	0	
REIMBURSABLE INCIDENTAL COSTS SUBTOTAL:	\$16,766	
TOTAL PROJECT COST (Property and Incidental):	\$299,717	
MATCH (cash and/or donation) – deduct from total project cost*	[\$ 16,766]	
TOTAL CONSERVATION FUTURES FUNDING REQUEST:	\$282,951	
% OF TOTAL PROJECT COST REQUESTED FROM CONSERVATION FUTURES**	96%	

***Matching funds** are not a requirement; however, additional consideration may be awarded during the evaluation process for projects with matching funds. Please attach documentation describing provided match, including type and source.

****Please note that Conservation Futures funding awards will be reimbursed based upon total actual project cost, at an amount not to exceed that percentage requested from Conservation**

SECTION IV – PROJECT REVIEW CRITERIA

PROJECT REVIEW CRITERIA: Snohomish County Code Section [4.14.100 \(2\)](#) and [4.14.100 \(3\)](#) establishes baseline criteria with which projects are to be evaluated. Please respond to all the questions below, explaining which of the following criteria the proposed project addresses and how the criteria are addressed. Provide justification for responses, attaching documentation (e.g. WDFW maps) as appropriate.

NOTE: Each project criteria in the application is referenced to a corresponding evaluation guideline in Attachment 2.

1. To what degree does the acquired property preserve open space, farm and agricultural land and timberlands? *The attached vicinity map demonstrates that the acquisition of the “Clark Property” will enhance an existing protected open space passive recreation park, Madison-Morgan Park. This acquisition is an opportunity to prevent development of a parcel that is negligibly developed (has a structure of only 480 SF on a post and beam foundation), has existing mature coniferous trees (at least 20), with minimal expense for restoration.*

2. How does the project conserve opportunities which are otherwise threatened by development? *The “Clark Property” is 1/3 of an acre of slightly developed land contiguous with an existing passive recreation use park, Madison-Morgan Park. It is the only parcel that longitudinally borders the existing park, sharing a property line that is approximately 300’ in length. The four other bordering properties latitudinally, share a property line that is approximately 65’ in length each.*

3. How does the project establish trail corridors and/or natural area linkage? *In 2011, the City of Everett, utilizing the Snohomish County Conservation Futures Program, purchased the Deckmann property consisting of approximately 1.8 acres, including a small category 4 wetland and numerous mature coniferous and deciduous trees. Today that property is a natural park, Madison-Morgan Park. The “Clark Property” is contiguous with Madison-Morgan Park, and once restored, will allow expansion of an existing nature trail experience.*

4. How does the project comprise a portion of a continuum of projects which collectively implement a complete project or objective? *The City purchased the Deckmann property, Madison-Morgan Park, to protect natural open space from being developed by private developers and to provide the citizens of South Everett a rural setting that allows for communing with nature. This purchase of this property will allow the City to enhance the experience of the urban users.*

5. How does the project enhance or complement an ongoing conservation or preservation program? *Acquisition of development rights and/or title of resource lands that would otherwise be developed for other urban land uses is established in the City of Everett planning documents, including: City Comprehensive Plan and Parks, Recreation, and Open Space (PROS) Plan. In*

following the direction laid out in these planning documents, the City purchased the Deckmann property in 2010, Madison-Morgan Park, to protect natural open space from being developed by private developers and to provide the citizens of South Everett a rural setting that allows for communing with nature. The City has established a partnership and developed a 20-Year Forest Management Plan such as the Green Everett Partnership. This purchase of this property will increase the City's open space holdings pursuant to the Comprehensive Plan Policy 2.6.10 that instructs, "the encouragement of public and private partnerships to maintain and restore public and privately owned open spaces, such as the Green Everett Partnership 20-Year Forest Management Plan", all required by the Growth Management Act.

6. Will the project provide regional or community-wide significance? *Madison-Morgan Park is open year round for public access and is located adjacent to Madison Street. Adding the 1/3 acre of additional property to the existing Madison-Morgan park will enhance the users experience. Madison Street is a primary thoroughfare for regional and community-wide little league, softball, and soccer programming that utilizes the Phil Johnson Ballfields Sports Complex. Numerous people young and old will have the opportunity to visit the expanded Madison-Morgan Park and commune with nature.*

7. How does the project comply with one or more open space program policies and criteria? *City Comprehensive Plan 2.6 Open Space Land Use Policies: The Growth Management states that each city and county "shall identify open space corridors within and between urban growth areas. These open space corridors shall include lands useful for recreation, wildlife habitat, trails, and connection of critical areas."*

Chapter 9 Parks and Recreation IV. Action Plan for the Parks and Recreation Department; Real Property Acquisitions; 5. Identify and pursue all reasonable funding sources for land acquisition. 6. Acquire and preserve special or unique lands for future generations.

PROS Policy 4.5 Urban growth preserves; 4.5.1: Cooperate with other public and private agencies including the Port of Everett, Snohomish County, Washington State Departments of Fish & Wildlife and Natural Resources, and with private landowners to set aside land and resources necessary to provide high quality, convenient open space, trail, and park facilities before the most suitable sites are lost to development. 4.5.2: Preserve unique environmental features or areas in future land developments and increase public use and access. Cooperate with other public and private agencies, and with private landowners to set aside unique features or areas as publicly accessible resources.

The project complies with identifying and purchasing open space for recreation use, identifying reasonable funding sources and acquiring unique lands (passive recreation) for future generations, cooperating with public agencies (County) and private landowners (Clark's) to set aside areas as publicly accessible resources.

8. How does the project provide multi-jurisdictional benefit? *The original vision of the development of Madison-Morgan Park included a passive recreation facility where local school science classes might have the opportunity for hands on experience.*

9. How will the project provide for public use and enjoyment? *This project will add 1/3 of an acre of natural open space for passive recreation to the existing Madison-Morgan Park. The City's commitment to the community to add native plantings with interpretive signage and a natural gathering area at the existing park space and expanding the park with this project will continue to enhance the user experience.*

10. Does this project represent a unique or special opportunity? *The City purchased the Deckmann property, Madison-Morgan Park, to protect natural open space from being developed by private developers and to provide the citizens of South Everett a rural setting that allows for communing with nature. This is a special opportunity to purchase a parcel of land adjacent to an existing passive recreation park. This purchase of this property will allow the City to enhance the experience of the urban users.*

Other Criteria:

For each question, please respond yes or no and provide supporting information.

A. Does the project comprise an entire project?

YES ___

NO X *The project is for only the purchase of the parcel and existing structures. The City will, at a later date, remove the existing structure, remove the invasive vegetation, perform restoration to the property, and extend the existing nature paths to this parcel.*

B. Does the project site involve contributions from groups or agencies that will reduce the need to utilize Conservation Futures Program funds? Response should reflect entries in Cost Worksheet.

YES ___

NO X *The project is for funding to purchase the parcel and existing structures.*

C. Is the project sponsor prepared to provide long-term stewardship for the proposed project? Response should reiterate narrative provided under question 6 of Section II.

YES X *The City of Everett, utilizing Snohomish County Conservation Futures Program funds, currently owns the adjacent Madison-Morgan property/park land. Since the natural state of these parcels are alike, the City will provide a similar long-term stewardship plan, utilizing SEPTED guidelines, to provide a safe natural setting for public use.*

NO ___

D. (No response needed) The CFPAB will also evaluate how proposed projects compare with existing Conservation Futures funded sites and give higher consideration to project proposals in underserved regions of the county.

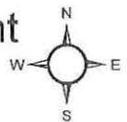


Clark Property Vicinity Map
Showing Adjoining 2009 Conservation Futures Grant

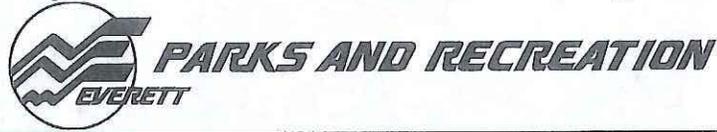
04-10-2019

Source: City of Everett GIS

0 250 500
Feet



Horticulture Operations Maintenance Plan for Morgan Madison Park



The following is the management objectives in the maintenance of the park landscape and trails within the Morgan-Madison Park. Please refer to attached map for section locations.

Section 1-A

Park entrance along Madison Ave.

1. Grasses to be kept at a turf lawn height- 3".



2. Trees are to be kept limbed up to an 8' height to maintain visibility into the entire park property.
3. The understory plants are to be kept at a height of 2' and lower. The long term goal is to move the current understory mix of grasses and broadleaf materials into a mix of understory plants such as salal and sword ferns. The goal is to have this mix of plant material yet keep it pruned at the appropriate times to keep the height at 2 feet. This is to make it difficult for people to live in and hide various items in providing a greater level of security for all park users. Remove invasive plant materials.
4. The trail surface is to be kept even and weed free, and the trail boarder logs to be placed in a continuous manner and secure. The edge of the trail boarder is to be kept at a lawn height also,

Horticulture Operations Maintenance Plan for Morgan Madison Park



5. The curb stops placed to prevent vehicle access into the park along Morgan Ave are to be kept in a continuous linear pattern and secured. Vegetation is to be mowed from these curb stops to the street pavement edge and be kept at the 3" height. Line trimming and or herbicide treatment along the logs may be needed to keep weeds from growing around these logs. The 5 feet wide area behind these curb stops (to the west) is to be mowed and kept to the 3" height also.



Horticulture Operations Maintenance Plan for Morgan Madison Park



PARKS AND RECREATION

5. The logs placed to prevent vehicle access into the park along Morgan Ave are to be kept in a continuous linear pattern and secured. Vegetation is to be mowed from these logs to the street pavement edge and be kept at the 3" height. Line trimming and or herbicide treatment along the logs may be needed to keep weeds from growing around these logs. The 5 feet wide area behind these logs (to the west) is to be mowed and kept to the 3" height also.



Horticulture Operations Maintenance Plan for Morgan Madison Park



PARKS AND RECREATION

Section 1-C

Park middle along Morgan Ave.

1. Grasses to be kept at a turf lawn height- 3".
2. Trees are to be kept limbed up to an 8' height to maintain visibility into the entire park property.
3. The understory plants are to be kept at a height of 2' and lower. The long term goal is to move the current understory mix of grasses and broadleaf materials including the spirea into a mix of understory plants such as the spirea, salal and sword ferns. The goal is to have this mix of plant material yet keep it pruned at the appropriate times to keep the height at 2 feet. This is to make it difficult for people to live in and hide various items in providing a greater level of security for all park users. Remove invasive plant materials. The area adjacent to the trail may be mowed to the 3" height while it is still in the existing grass and broadleaf mix if feasible for control of undesired species.



Horticulture Operations Maintenance Plan for Morgan Madison Park



PARKS AND RECREATION

5. Along the southern border of the park, maintain a 5' wide mowed area adjacent to the fence kept at the 3" height



Horticulture Operations Maintenance Plan for Morgan Madison Park



4. The trail surface is to be kept even and weed free, and the trail boarder logs to be placed in a continuous manner and secure. The edge of the trail boarder is to be kept at a lawn height also, 3" tall for a width of 2 feet beyond the boarder.



Section 1-E

Park Southern Landscape Behind Park Facility

1. Grasses to be kept at a turf lawn height- 3".
2. Trees are to be kept limbed up to an 8' height to maintain visibility into the entire park property.
3. The understory plants are to be kept at a height of 2' and lower. The long term goal is to move the current understory mix of grasses and broadleaf materials including the spirea into a mix of understory plants such as the spirea, salal and sword ferns. The goal is to have this mix of plant material yet keep it pruned at the appropriate times to keep the height at 2 feet. This is to make it difficult for people to live in and hide various items in providing a greater level of security for all park users. Remove invasive plant materials. The area adjacent to the trail may be mowed to the 3" height while it is still in the existing grass and broadleaf mix if feasible for control of undesired species.

CLARK PROPERTY ACQUISITION

SNOHOMISH COUNTY CONSERVATION FUTURES PROGRAM
CITY OF EVERETT PARKS & COMMUNITY SERVICES

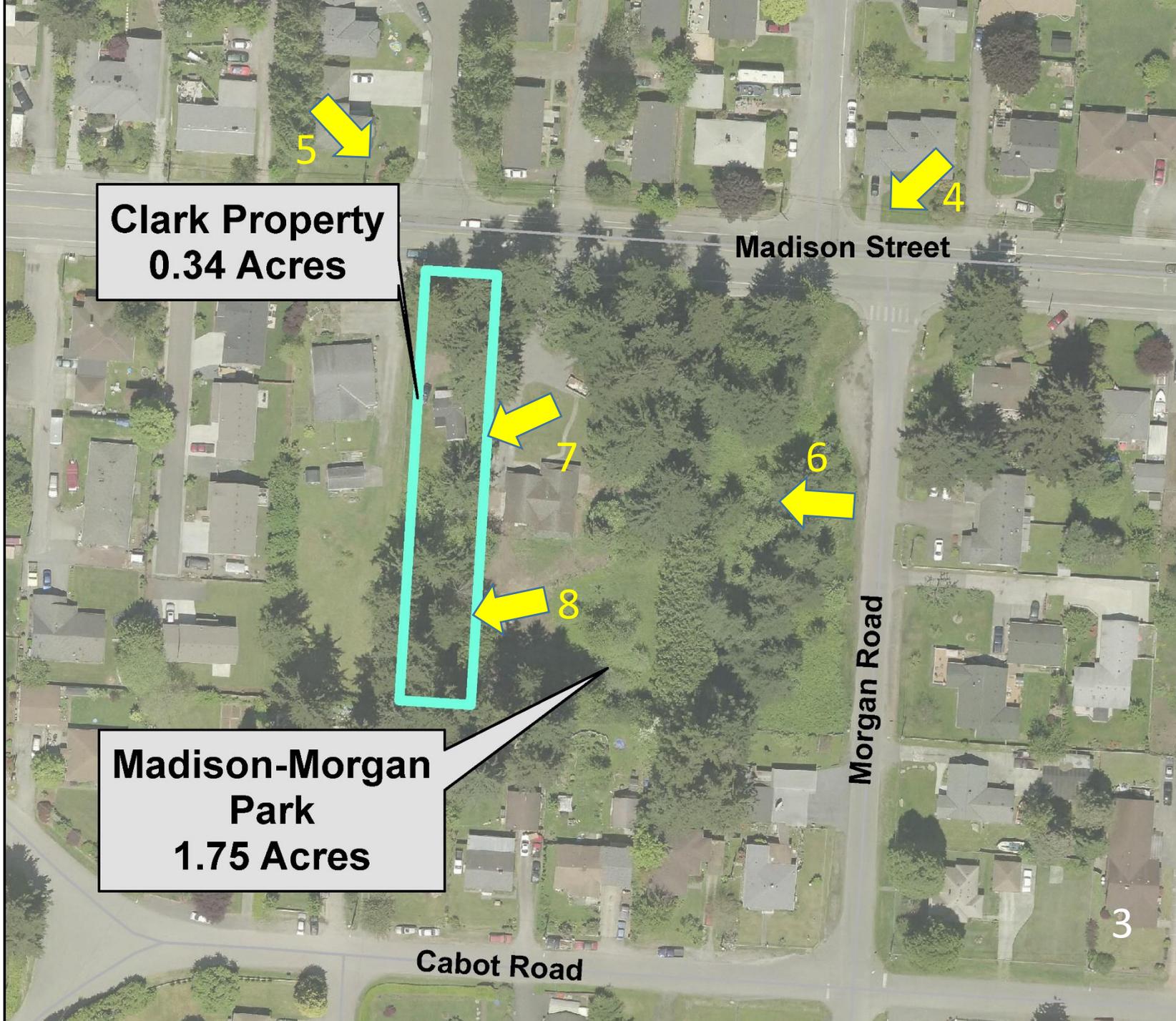
6-5-2019



NORTH



NTS



**Clark Property
0.34 Acres**

**Madison-Morgan
Park
1.75 Acres**

Madison Street

Morgan Road

Cabot Road

NORTH



NTS

5

4

7

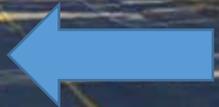
6

8

3



NORTH

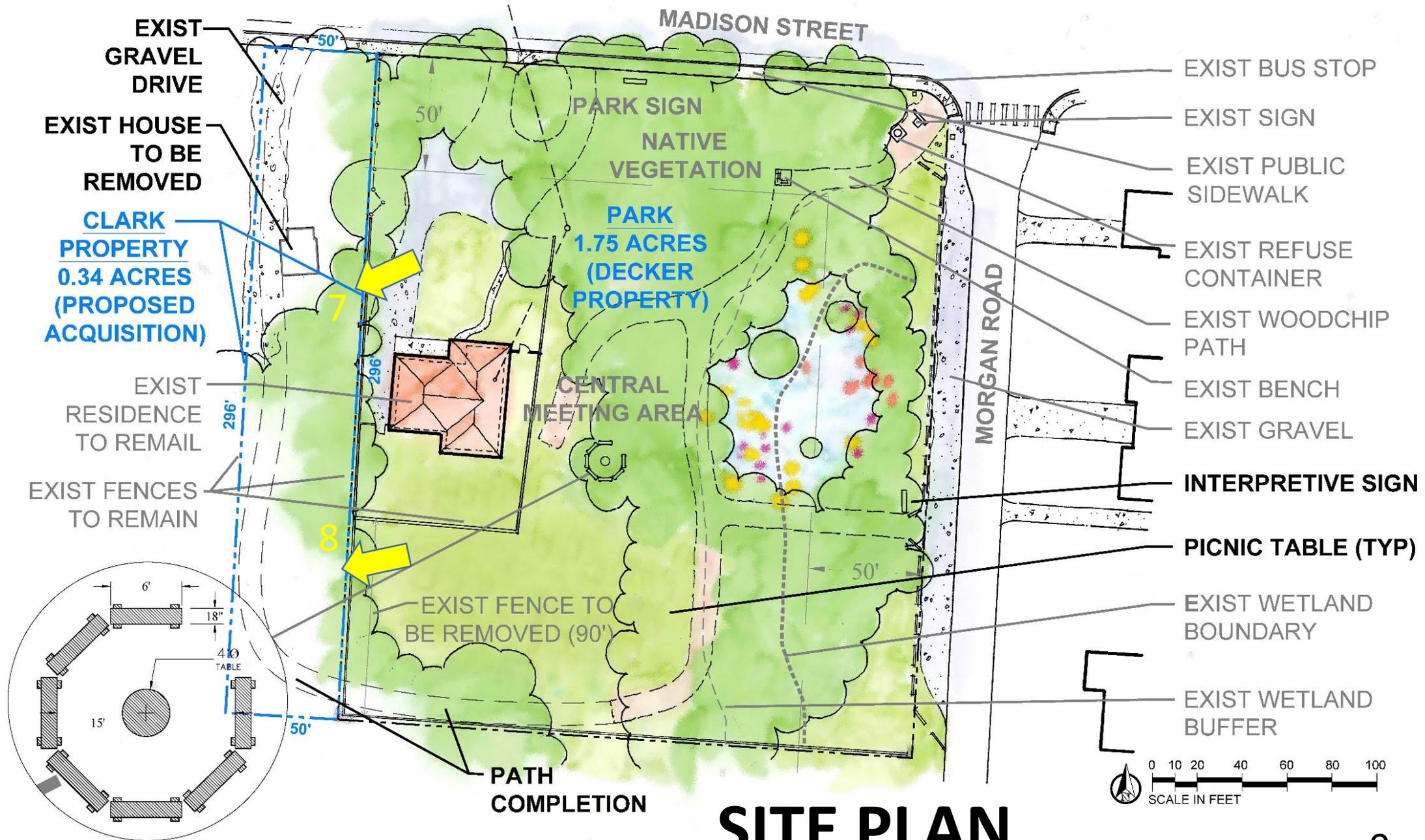


NORTH









SITE PLAN

- 
1. TO WHAT DEGREE DOES THE ACQUIRED PROPERTY PRESERVE OPEN SPACE, FARM AND AGRICULTURAL LAND AND TIMBERLANDS?
 2. HOW DOES THE PROJECT CONSERVE OPPORTUNITIES WHICH ARE OTHERWISE THREATENED BY DEVELOPMENT?
 3. HOW DOES THE PROJECT ESTABLISH TRAIL CORRIDORS AND/OR NATURAL AREAS LINKAGE?
 4. HOW DOES THE PROJECT COMPRISE A PORTION OF A CONTINUUM OF PROJECTS WHICH COLLECTIVELY IMPLEMENT A COMPLETE PROJECT OR OBJECTIVE?
 5. HOW DOES THE PROJECT ENHANCE OR COMPLEMENT AN ONGOING CONSERVATION OR PRESERVATION PROGRAM?

6. WILL THE PROJECT PROVIDE REGIONAL OR COMMUNITY-WIDE SIGNIFICANCE?

7. HOW DOES THE PROJECT COMPLY WITH ONE OR MORE OPEN SPACE PROGRAM POLICIES AND CRITERIA?

8. HOW DOES THE PROJECT PROVIDE MULTI-JURISDICTIONAL BENEFITS?

9. HOW WILL THE PROJECT PROVIDE FOR PUBLIC USE AND ENJOYMENT?

10. DOES THE PROJECT REPRESENT A UNIQUE OR SPECIAL OPPORTUNITY?



- A. DOES THE PROJECT COMPRISE AN ENTIRE PROJECT?
- B. DOES THE PROJECT SITE INVOLVE CONTRIBUTIONS FROM GROUPS OR AGENCIES THAT WILL REDUCE THE NEED TO UTILIZE CONSERVATION FUTURES PROGRAM FUNDS?
- C. IS THE PROJECT SPONSOR PREPARED TO PROVIDE LONG-TERM STEWARDSHIP FOR THE PROPOSED PROJECT?



QUESTIONS

City of Everett Park Property

This property purchased in 2011
thanks to funding provided by
Snohomish County Conservation Futures Program

